

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

Mikell Scarborough  
Master-in-Equity

Case No. 2018-000761

RECEIVED

MAR 19 2019

SC Court of Appeals

Vanessa Williams, Vanessa Williams, as  
Conservator and Guardian of Sandra P. Perkins,  
and Vanessa Williams, as Personal Representative  
of the Estate of Sandra P. Perkins ..... Respondents,

v.

Bradford Q. Jeffcoat, Jr. and  
Blue Heron Builders, Inc. .... Defendants,  
*of whom*  
Bradford Q. Jeffcoat, Jr. is ..... Appellant.

RECORD ON APPEAL

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Attorneys for Respondents

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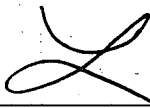
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I certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Dated: 3/1/19

  
 \_\_\_\_\_  
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 Attorney for Appellant



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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2015-CP-10-6379

Vanessa Williams

2016 APR -8 PM 3:09

Bradford Q. Jeffcoat, Jr.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

JULIE J. ARMSTRONG  
CLERK OF COURT

Attorney for : ☐ Plaintiff ☐ Defendant  
or  
☐ 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.
- ☐ **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
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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 order (formal order to follow) ☒ Statement of Judgment by the Court: This matter came before the Court on Defendant's Motion to Dismiss filed on February 3, 2016 and was argued before the Court on April 1, 2016. This Court determines that based upon oral arguments and looking at the four corners of the pleadings, the factual allegations give rise to a plausible claim, and the motion to dismiss is **DENIED.**

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC 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<br>(List name(s) below)                                                                     | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(List amount(s) below) |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------|----------------------------------------------------------|
| N/A                                                                                                              |                                          | \$                                                       |
| If applicable, describe the property, including tax map information and address, referenced in the order:<br>N/A |                                          |                                                          |

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.**

Circuit Court Judge

2060  
Judge Code

4/6/16  
Date

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

Vanessa Williams and Vanessa Williams,  
as Conservator and Guardian of Sandra P  
Perkins, )

v. )

Bradford Q. Jeffcoat, Jr. and Blue Heron  
Builders, Inc. )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT  
CASE NO.: 2015-CP-10-6379

**CONSENT ORDER TO DISMISS  
MOTION FOR SUMMARY  
JUDGMENT**

FILED  
2017 JAN -5 PM 3:55  
CLERK OF COURT

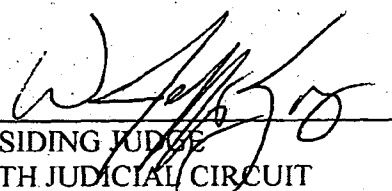
WHEREAS it appears this matter was scheduled for a Motion Hearing on January 3, 2017 at the hour of 2:30 p.m. on Defendant Jeffcoat's Motion for Summary Judgment filed on August 3, 2016.

WHEREAS Defendant Jeffcoat wishes to withdraw his Motion for Summary Judgment at this time.

NOW THEREFORE, on Motion of Heather S. Shaw, Attorney for Defendant Bradford Q. Jeffcoat, Jr., and with consent of the Plaintiffs as evidenced by signatures below, it is hereby

ORDERED, ADJUDGED AND DECREED that Defendant Jeffcoat's Motion for Summary Judgment is hereby dismissed without prejudice.

**AND IT IS SO ORDERED!**

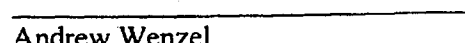
  
PRESIDING JUDGE  
NINTH JUDICIAL CIRCUIT  
COURT OF COMMON PLEAS

  
Charleston, South Carolina

I SO MOVE  
  
Heather S. Shaw, Attorney for  
Defendant Bradford Q. Jeffcoat, Jr.

WE SO CONSENT:

  
Nicholas R. Sanders *Chn's Stables, Ctg*

  
Andrew Wenzel  
Attorneys for Plaintiff

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2015-CP-10-6379

Vanessa Williams  
PLAINTIFF(S)

Bradford Q. Jeffcoat, Jr.  
DEFENDANT(S)

**FILED**

2017 MAY 10 PM 12:37

Submitted by:

JULIE J. ARMSTRONG  
CLERK OF COURT

Attorney for : ☐ Plaintiff ☐ Defendant  
or  
☐ 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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ 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

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 order (formal order to follow) ☐ Statement of Judgment by the Court: This matter came before the Court on 3/29/17. Plaintiff's Motion for Partial Summary Judgment filed on 1/17/17 is **denied**, viewing the evidence in the light most favorable to the non-moving party and finding a scintilla of evidence exists giving rise to a genuine issue of material fact.

**ORDER INFORMATION**

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

**INFORMATION FOR THE JUDGMENT INDEX**

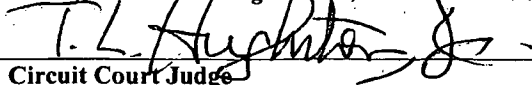
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(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.

  
Circuit Court Judge

2008  
Judge Code

5/9/17  
Date

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Vanessa Williams, Vanessa Williams, as  
Conservator and Guardian of Sandra P.  
Perkins, and Vanessa Williams, as Personal  
Representative of the Estate of Sandra P.  
Perkins

Plaintiff,

vs.

Bradford Q. Jeffcoat Jr., and Blue Heron  
Builders, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-06379

**ORDER GRANTING PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT**

FILED  
2018 JUN 2 AM 10:22  
JULIE A. COOK  
CLERK OF COURT

This cause coming to be heard, in the Court of Common Pleas for the Ninth Judicial Circuit in the County of Charleston in the State of South Carolina on the Motion for summary judgment filed by the Plaintiff, Vanessa Williams, and cross motion for summary judgment filed by the Defendant Bradford Q. Jeffcoat, Jr. praying that an order be issued granting partition of real property between Plaintiff and Defendant by allotment or order of sale in accordance with S.C. Code Ann. Section 15-61-10 *et seq.*

A hearing on the motions was conducted on April 30, 2018 with counsel for the Plaintiff, John A. Wenzel Esq., Deepti Asthana, Esq. and Andrew Sullivan, Esq. and counsel for the Defendant, Heather Shaw, Esq. making oral submissions for their respective clients. The Court based upon the pleadings, motions, and oral submissions of the parties, and the same having been duly considered, ORDERS, ADJUDGES and DECREES as follows:



1. The common law in South Carolina recognizes both joint tenancies created by statute and those created by common law. Accordingly, South Carolina recognizes that a joint tenant holds its property interest *per my et per tout* or by the half for purposes of survivorship and by the whole for purposes of alienation. Thus, a joint tenant may unilaterally sever or alienate her ownership interest during her lifetime with or without the consent of the other joint tenant. See Smith v. Cutler, 366 SC 546, 623 SE 2d 644 (2005).

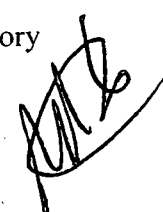
2. Having been presented with no authority to the contrary, and with both parties conceding that Alabama Law applies with respect to actions of the Conservator, Vanessa Williams, in conveying her ward's interest in the property in question; and with an Alabama Court of appropriate jurisdiction having ratified the same, the conveyance of real property from Sandra Perkins to Vanessa Williams was lawful. See Alabama Code of Laws § 26-2A-152 C (1) and its equivalent SC Code of Laws § 62-5-424 B (1) (Ann. 2012).

3. Accordingly, the parties are hereby compelled to partition by sale the following described parcel of land:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as Lot #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office of Charleston County in Plat Book EC at page 618.

4. The Defendant, Bradford Jeffcoat, shall have right of first refusal executable by giving notice to the Court within sixty (60) days of this order.

5. Unless an agreement is reached between the parties as to the price or value of interests to be sold, within sixty (60) days of this order, the parties shall follow the statutory

A handwritten signature in black ink, appearing to be "J. B. Pennington", is written in the bottom right corner of the page.

procedure set forth in SC Code of Laws § 15-62-25 (Ann. 2015), to include obtaining a real estate appraisal regarding the aforementioned parcel from a competent real estate appraiser whose report shall be made available to the court. Ultimately, the court shall set the price or value of interest to be sold unless an objection is filed as described therein.

6. The Defendant shall have ten (10) days from the filing of the appraisal report to file a written objection to the report and request an evidentiary hearing to set the price or value of interest to be sold.

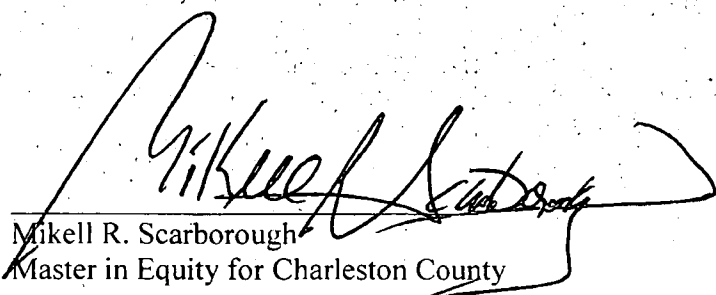
7. After the price or value of interest has been set, the Defendant shall have forty-five (45) days to pay into court the price set as the value of those interests to be purchased and the court shall cause to be executed and delivered the proper instruments for transferring title.

8. In the event that the Defendant fails to pay the purchase price as provided herein, the property shall be listed for sale by a licensed real estate agent selected by the court at the aforementioned price set by the court; and the court shall approve any offer submitted and determine how proceeds will be divided among the Plaintiff and Defendant.

9. Unless otherwise ordered herein, costs are taxed as borne.

10. Any relief not specifically addressed herein, is denied.

AND IT IS SO ORDERED.

  
Mikell R. Scarborough  
Master in Equity for Charleston County

Charleston, South Carolina  
6/28, 2018

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

Vanessa Williams and Vanessa Williams,  
as Conservator and Guardian of Sandra P.  
Perkins,

Plaintiff,

vs.

Bradford Q. Jeffcoat, Jr., and Blue Heron  
Builders, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-6379

**SUMMONS**  
**(Partition)**  
**(Conversion)**  
**(Non-Jury)**

FILED  
2015 NOV 24 AM 8:49  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY \_\_\_\_\_

**TO THE DEFENDANT(S) ABOVE NAMED:**

**YOU ARE HEREBY SUMMONED** and **REQUIRED** to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint on the subscriber at his office at 126 Seven Farms Drive, Suite 200, Charleston, South Carolina 29492, within thirty (30) days after the service thereof, except as to the United States of America who shall have sixty (60) days, exclusive of the day of such service. If you fail to answer the Complaint or otherwise appear and defend within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in said Complaint.

CLAWSON and STAUBES, LLC



Christopher B. Staubes

Bar No.: 10470

✕ Nicholas R. Sanders

Bar No.: 100742

126 Seven Farms Drive, Suite 200

Charleston, South Carolina 29492-8144

Phone: (843) 577-2026

Fax: (843) 722-2867

Email: cstaubes@clawsonandstaubes.com

Attorneys for Plaintiff

November 23, 2015

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Vanessa Williams and Vanessa Williams, as  
Conservator and Guardian of Sandra P.  
Perkins,

Plaintiffs,

vs.

Bradford Q. Jeffcoat Jr., and Blue Heron  
Builders, LLC,

Defendant.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-6379

**COMPLAINT**  
(Partition)  
(Conversion)  
(Non-Jury)

**FILED**  
2015 NOV 24 AM 8:49  
JULIE J. ARMSTRONG  
CLERK OF COURT

The Plaintiffs herein, complaining of the Defendants, above-named, allege and respectfully show unto this Honorable Court:

**PARTIES AND JURISDICTION**

1. That Vanessa Williams is an individual resident of Baldwin County, Alabama and owns real property located in Charleston County, South Carolina, made the subject matter of this lawsuit.
2. That Sandra P. Perkins is an individual resident of Baldwin County, Alabama, and owns personal property located in Charleston County, South Carolina.
3. That Vanessa Williams, as Conservator and Guardian of Sandra P. Perkins (together with Vanessa Williams, the "Plaintiffs") is an individual resident of Baldwin County, Alabama, the only child of Ms. Perkins, and has been appointed Ms. Perkins' Guardian and Conservator by the Probate Court of Baldwin County, Alabama.
4. That the Defendant, Bradford Q. Jeffcoat, Jr., is, upon information and belief, an individual resident of Charleston County, South Carolina, and is neither an infant nor incompetent person and not in the military service.
5. That the Defendant, Blue Heron Builders, LLC, is, upon information and



belief, a dissolved company that was authorized to do business in the State of South Carolina.

6. That the subject of this action is real property located at 1955 Old Fort Avenue in Charleston, South Carolina in Charleston County, South Carolina (the "Real Property"), and is more particularly described as follows:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as Lot #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

TMS No.: 355-09-00-108

7. The personal property made the subject matter of this lawsuit is located in Charleston County, South Carolina.

8. Jurisdiction and venue are proper and correct in this Court.

**FOR A FIRST CAUSE OF ACTION  
(Partition by Allotment or Sale)**

9. The Plaintiffs reallege the allegations of the preceding paragraphs as if fully restated herein.

10. The subject Real Property is currently owned by Defendant Bradford Q. Jeffcoat, Jr. and Vanessa Williams as tenants in common.

11. That Plaintiff Vanessa Williams intends to divest herself of her interest in and to the Real Property.

12. That Plaintiff has offered to sell her interest in the Real Property to Defendant Bradford Q. Jeffcoat, Jr., for fair market value, which offer Defendant declined.

13. That pursuant to S.C. Code Ann. §15-61-10 *et seq.*, partition is compellable

between tenants in common and that this Honorable Court has jurisdiction to make partition by allotment to one or more of the parties or, in case partition by allotment cannot be fairly and impartially made and without injury to any of the parties in interest, by the sale of the subject Real Property and the division of the proceeds according to the rights of the parties.

14. That pursuant to S.C. Code Ann. §15-61-110, Plaintiff seeks her attorney's fees to be taxed as part of the costs of this action.

15. That the Defendants below named claim or may claim to have some interest in or lien upon the subject Real Property, or some part thereof, by virtue of the matters and things set forth below, but any such interest in or lien upon the said premises is junior and subordinate to Plaintiff's interest or does not attach to the property which is the subject of this action or has been paid in full and not satisfied of record. Said liens or interests are of record in the RMC/ROD Office or Clerk of Court's Office for Charleston County and are described as follows:

(a) The Defendant, Blue Heron Builders, LLC by virtue of a Mortgage from Bradford Q. Jeffcoat, Jr., to Blue Heron Builders, LLC, in the amount of \$74,500.00 Dollars, dated April 28, 2000 and recorded April 29, 2000 in the RMC/ROD Office for Charleston County in Book O346 at Page No. 432.

The Plaintiff is informed and believes that the above Mortgage is expired and was otherwise extinguished as a lien against the subject Real Property as a matter of law with last payment having been due April 28, 2001 and that the subject property has been paid for and is released from the above mortgage, but not released of record and that it does not constitute a lien against the subject property; and

(b) The Defendant, Bradford Q. Jeffcoat, Jr., by virtue of a Mortgage from Sandra P. Perkins, in the amount of \$43,550.00 Dollars, dated July 1, 2000 and recorded February 16, 2001 in the RMC/ROD Office for Charleston County in Book E364 at Page No. 21.

The Plaintiff is informed and believes that the above Mortgage has been paid in full, that the subject property has been paid for and is released from the above Mortgage, but not released of record and that the Mortgage does not constitute a lien against the subject Real Property.

16. That, in conjunction with the payment and satisfaction of the Mortgage to

Defendant Jeffcoat, in full, Plaintiff, Vanessa Williams, as Conservator and Guardian of Sandra P. Perkins may have made payment in excess to the full amount due and owing on said Mortgage and is entitled to reimbursement from Defendant or appropriate proceeds from the sale of the subject property for any overpayment.

**FOR A SECOND CAUSE OF ACTION**  
(Conversion)

17. The Plaintiffs reallege the allegations of the preceding paragraphs as if fully restated herein.

18. That Sandra P. Perkins is the rightful owner of a 2008 Honda Civic LX (the "vehicle") as shown on the Certificate of Title attached hereto as Exhibit "A" and made a part hereof incorporated herein by reference, and certain other items of personal property, including without limitation, furniture and apparel (collectively, "Personal Property") located at 1955 Old Fort Ave., Charleston, SC.

19. That, at all times relevant to this Complaint, Sandra P. Perkins maintained legal title to the Personal Property.

20. That, upon information and belief, Defendant Bradford Q. Jeffcoat, Jr., has unauthorizedly assumed, converted, and exercised ownership over Sandra P. Perkins' personal property and retained said property without her, or Plaintiff's, consent or authorization.

21. That, upon information and belief, Defendant Bradford Q. Jeffcoat, Jr., has accomplished the conversion of the Personal Property by taking advantage of Sandra P. Perkins' compromised mental state and has done so in willful and conscious disregard to Sandra P. Perkins' legal rights as owner of said Personal Property and rightful recipient of any proceeds thereof.

22. As a direct and proximate result of Defendant Bradford Q. Jeffcoat, Jr.'s

conversion of said Personal Property, Plaintiff, Vanessa Williams, as Conservator and Guardian of Sandra P. Perkins has incurred monetary damages in an amount to be determined by this Court and said Plaintiff is entitled to punitive damages.

**WHEREFORE**, having fully set forth its Complaint, the Plaintiffs pray that this Honorable Court inquire into the matters herein above alleged and grant relief unto the Plaintiffs in the following particulars, to-wit:

a. That the Court find that mortgage recorded April 28, 2000 in the RMC/ROD Office for Charleston County in Book O-346 at Page 432, is expired and was otherwise extinguished as a lien against the subject Real Property as a matter of law with last payment having been due April 28, 2001 and that the subject property has been paid for and is released from the above mortgage, and that it does not constitute a lien against the subject Real Property;

b. That the Court find that the subject Real Property has been paid for and is released, but not released of record, from the mortgage recorded February 16, 2001, in the RMC/ROD Office for Charleston County in Book E364 at Page 021, and that the mortgage does not constitute a lien against the subject Real Property;

c. That the subject Real Property be partitioned between the Plaintiff Vanessa Williams and Defendant Bradford Q. Jeffcoat, Jr., either by allotment or order sale of the Real Property and a division of the proceeds according to the rights of the parties hereto including apportionment to Plaintiff, Vanessa Williams, as Conservator and Guardian of Sandra P. Perkins of any overpayment made on the subject mortgage to Defendant Jeffcoat;

d. That Defendant Bradford Q. Jeffcoat, Jr., be ordered to relinquish possession of the above referenced Personal Property to Plaintiff, Vanessa Williams, as Conservator and Guardian of Sandra P. Perkins or in the alternative, that a money judgment be entered

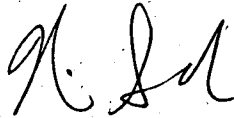
against said Defendant for the value of such property plus interest accruing since the time the Personal Property was converted;

e. For punitive damages arising out of Defendant's conversion of Personal Property;

f. That this Court grant unto Plaintiffs such compensation for attorney fees, court costs, and litigation expenses incurred by the Plaintiffs; and

g. That this Court grant unto Plaintiffs such other and further relief that the Court deems just and equitable.

CLAWSON AND STAUBES, LLC



---

**Christopher B. Staubes**

Bar No.: 10470

✕ Nicholas R. Sanders

Bar No.: 100742

126 Seven Farms Drive, Suite 200

Charleston, South Carolina 29492-8144

Phone: (843) 577-2026

Email: [cstaubes@clawsonandstaubes.com](mailto:cstaubes@clawsonandstaubes.com)

Attorneys for Plaintiffs

Charleston, South Carolina  
November 23, 2015



STATE OF SOUTH CAROLINA  
**CERTIFICATE OF TITLE**  
OF A VEHICLE

|                                        |                           |                                  |                 |
|----------------------------------------|---------------------------|----------------------------------|-----------------|
| VEHICLE ID NUMBER<br>2HGFA16509H366302 | YEAR MAKE<br>2009 HOND    | MODEL<br>CIVIC                   | NEW/USED<br>NEW |
| BODY STYLE<br>4S                       | DATE ISSUED<br>09-07-2009 | ODOMETER<br>26                   | WEIGHT<br>2690  |
| VEHICLE BRAND(S)<br>ACTUAL MILEAGE     |                           | TITLE NUMBER<br>172060209694621A |                 |

FULL NAME OF OWNER(S)  
PERKINS, SANDRA PAULINE  
1955 OLD FORT AVE  
CHARLESTON SC 294146210

CUSTOMER NUMBER 025024614

FIRST LIENHOLDER  
AMERICAN HONDA FINANCE  
PO BOX 997524  
SACRAMENTO, CA 958997524  
DATE OF LIEN 08/03/2009

AMERICAN HONDA FINANCE CORP  
1ST LIEN RELEASED 10/17/09  
DATE 10/17/09  
BY [Signature]  
(AUTHORIZED AGENT)

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS IF ANY HEREIN SET FORTH

MARCIA S. ADAMS  
EXECUTIVE DIRECTOR

MARK SANFORD  
GOVERNOR

040602324

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-

Vanessa Williams and Vanessa Williams,  
as Conservator and Guardian of Sandra P.  
Perkins,

Plaintiffs,

vs.

Bradford Q. Jeffcoat, Jr., and Blue Heron  
Constructions, LLC,

Defendants.

VERIFICATION

FILED  
2015 NOV 24 AM 8:49  
JULIE J ARMSTRONG  
CLERK OF COURT

I Vanessa Williams, being duly sworn, depose and say: That my name is Vanessa Williams, Plaintiff herein and that I have been appointed Conservator and Guardian of Sandra P. Perkins, my mother; that I have read the foregoing Complaint and know the contents thereof, and that the same is true of my own knowledge, except as to the matters, therein stated upon information and belief, and as to those I believe them to be true.

*Vanessa Williams*

Vanessa Williams, Individually and as  
Conservator and Guardian of Sandra P.  
Perkins

Sworn to before me this

17<sup>th</sup> day of November, 2015.

*Deborah S. Rutledge*  
Notary Public for the State of Alabama  
My Commission Expires: 8-19-2017



11/24/15 9:25 Am

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Vanessa Williams and Vanessa Williams, as  
Conservator and Guardian of Sandra P.  
Perkins,

Plaintiff,

vs.

Bradford Q. Jeffcoat, Jr., and Blue Heron  
Builders, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-6379

LIS PENDENS  
(Partition)  
(Non-Jury)

FILED  
2015 NOV 24 AM 8:49  
JULIE J. ARMSTRONG  
CLERK OF COURT

**NOTICE** is hereby given that an action has been commenced and is now pending in this Court upon the Complaint of the above-named Plaintiff against the above-named Defendants for the partition of real estate deeded to Bradford Q. Jeffcoat, Jr., and Sandra P. Perkins by deed dated July 1 2000, and recorded February 16, 2001, in the RMC/ROD Office Charleston County, South Carolina in Book D-364 at Page 107 and thereafter from Sandra P. Perkins to Vanessa L. Williams by deed dated November 16, 2015 and to be recorded in the RMC/ORD Office for Charleston County. The premises covered and affected by the said deed and by the foreclosure thereof, was, at the time of the making thereof, and at the time of the filing of this Notice, described as follows:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as Lot #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

TMS No.: 355-09-00-108

CLAWSON and STAUBES, LLC



Christopher B. Staubes

Bar No.: 10470

Nicholas R. Sanders

Bar No.: 100742

126 Seven Farms Drive, Suite 200

Charleston, South Carolina 29492-8144

Phone: (843) 577-2026

Fax: (843) 722-2867

Email: cstaubes@clawsonandstaubes.com

Attorneys for Plaintiffs

November 23, 2015



FILED

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS  
THE NINTH JUDICIAL CIRCUIT

2015 DEC 29 PM 4:32  
JULIE J. ARMSTRONG  
CLERK OF COURT

CASE NO.: 2015-CP-10-6379

VANESSA WILLIAMS AND  
VANESSA WILLIAMS as Conservator  
and Guardian Of Sandra P. Perkins,

Plaintiff,

v.

BRADFORD Q. JEFFCOAT, JR. AND  
BLUE HERON BUILDERS, INC.

Defendants.

**ANSWER AND COUNTERCLAIMS OF  
DEFENDANT BRADFORD Q.  
JEFFCOAT, JR.**

**JURY DEMAND ENDORSED HEREON**

Defendant Bradford Q. Jeffcoat, Jr., by and through his undersigned attorney, hereby responds to the Complaint of the Plaintiffs as follows:

**ANSWER**

1. All allegations of the Complaint not specifically admitted or denied are denied.
2. As to paragraph 1 of the Complaint, Defendant denies that Plaintiff Williams has any ownership interest in the real property located in Charleston County that is the subject of this action. Defendant admits that this Plaintiff is a resident of the State of Alabama.
3. As to paragraph 2 of the Complaint, upon information and belief, Defendant would allege that Plaintiff Sandra P. Perkins is deceased. Defendant would further allege that this Plaintiff was a resident of Charleston County, South Carolina in the years preceding her demise, although she had been involuntarily transported to the State of Alabama shortly before her death.
4. Defendant denies the allegations of paragraph 3 of the Complaint, and affirmatively states that the Probate Court of Baldwin County, Alabama, had no jurisdiction over the person or estate of Sandra P. Perkins at the time Plaintiff Vanessa Williams was purportedly appointed by said Court to be the Guardian and Conservator of Sandra P. Perkins.

5. Defendant admits the allegations of paragraph 4 of the Complaint.
6. Defendant denies for want of information the allegations of paragraph 5 of the Complaint.
7. Defendant admits the allegations of paragraphs 6, 7, and 8 of the Complaint.
8. Paragraph 9 of the Complaint requires no response.
9. Defendant admits the allegations of paragraph 10 of the Complaint.
10. Defendant denies the allegations of paragraphs 11 and 12 of the Complaint.
11. Defendant admits so much of paragraphs 13 and 14 of the Complaint as allege that this Court has jurisdiction over the instant action. The remaining allegations are incapable of response and state legal conclusions.
12. Defendant denies the allegations of paragraphs 15 and 16 of the Complaint.
13. Paragraph 17 of the Complaint requires no response.
14. Defendant admits the allegations of paragraphs 18 and 19 of the Complaint.
15. Defendant denies the allegations of paragraphs 20, 21, and 22 of the Complaint.

**FOR A FIRST AFFIRMATIVE DEFENSE  
(Failure to State a Claim)**

16. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.
17. Defendant alleges that this action should be dismissed against him pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, for failure to state facts sufficient to constitute a cause of action.

**FOR A SECOND AFFIRMATIVE DEFENSE  
(Unclean Hands)**

18. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.

19. Plaintiff Vanessa Williams is barred from any equitable relief because of Plaintiff's own inequitable actions, which are more fully set forth below.

**FOR A THIRD AFFIRMATIVE DEFENSE  
(Lack of Standing)**

20. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.

21. Plaintiff Vanessa Williams lacks standing to institute the instant action.

**FOR A FOURTH AFFIRMATIVE DEFENSE  
(Additional Defenses)**

22. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.

23. Defendant hereby gives notice that it intends to rely upon such other affirmative defenses as may become available or apparent during the course of discovery, and thus reserves the right to amend its Reply to assert any such defense.

**FOR A FIFTH AFFIRMATIVE DEFENSE  
AND COUNTERCLAIM AGAINST  
PLAINTIFF VANESSA WILLIAMS  
(Fraud)**

24. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.

25. Defendant and Sandra P. Perkins have resided together in a domestic partnership for approximately fifteen (15) years.

26. On or about July 1, 2000, Defendant Bradford Q. Jeffcoat, Jr. conveyed an interest in the certain real property at issue herein to Sandra P. Perkins, by general warranty deed, specifying in

the deed that the conveyance was to Defendant and Perkins as joint tenants with right of survivorship and not as tenants in common.

27. It was and remained the intention of these parties, at all relevant times, that the real property at issue remain solely and exclusively the property of the other in the event of the death of either.

28. In mid June, 2015, Defendant asked Plaintiff Williams if she would come to South Carolina for a brief visit in order to assist in the care of Perkins, her mother.

29. Perkins had a medical appointment scheduled for June 16, 2015.

30. In lieu of taking her to her medical appointment, as discussed by the parties, Williams removed Perkins from this jurisdiction, taking her from her own home to Williams' home in Alabama.

31. Immediately upon her return to Alabama, Williams petitioned the court of Baldwin County, Alabama, to appoint her as conservator and guardian of her mother.

32. On November 16, 2015, as Conservator of the Estate of Sandra P. Perkins, Vanessa Williams executed a General Warranty Deed purporting to convey Perkins' interest in the real property owned by Perkins and Defendant, as joint tenants with rights of survivorship, to herself, individually, for the sum of Ten (\$10.00) Dollars.

33. This transfer was conducted in violation of Code of Ala. § 26-2A-150, which makes voidable any sale or encumbrance from a conservator to, *inter alia*, any person related to the conservator.

34. This transfer was further conducted in violation of Code of Ala. § 26-2A-152(d)(3), which requires prior court authorization before a conservator may dispose of real property belonging to the incompetent.

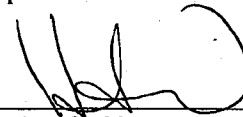
35. Any supposed transfer of the interest of Perkins in the real property titled jointly in the names of Defendant and Perkins is fraudulent, voidable, and contrary to Alabama and South Carolina law.

36. The supposed transfer of the interest of Perkins in the real property titled jointly in the names of Defendant and Perkins constitutes a fraud upon the Court.

37. Defendant has been damaged by the fraudulent and unlawful actions of Plaintiff Williams, in an amount to be determined at trial.

**WHEREFORE**, having fully answered the Complaint of the Plaintiffs, Defendant Bradford Q. Jeffcoat prays that the Court inquire into the matters set forth above, and that the Court grant him relief as follows:

- A. To dismiss the Complaint of the Plaintiffs;
- B. To find that the alleged transfer of interest in the real property at issue in this action from Plaintiff Sandra P. Perkins to Plaintiff Vanessa Williams is fraudulent and without effect;
- C. To order that a Deed to the real property at issue in this action be issued in the sole and exclusive name of Bradford Q. Jeffcoat, Jr.;
- D. To award Defendant Jeffcoat damages in an amount to be determined at the trial of this action; and
- E. To grant such other relief as may be just and proper.

  
\_\_\_\_\_  
Heather S. Shaw  
Attorney at Law  
Shaw Law Firm, LLC  
215 East Bay St., Ste. 203  
Charleston, SC 29401  
Phone: (843) 377-1686  
Fax: (843) 793-3143

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )  
 )  
Vanessa Williams and Vanessa Williams, )  
as Conservator and Guardian of Sandra P )  
Perkins, )  
 )  
v. )  
 )  
Bradford Q. Jeffcoat, Jr. and Blue Heron )  
Builders, Inc. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-6379

**AMENDED ANSWER AND  
COUNTECLAIMS OF DEFENDANT  
BRADFORD Q. JEFFCOAT, JR.**

**JURY DEMAND ENDORSED HEREON**

**FILED**  
FEB - 3 AM 11:50  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY \_\_\_\_\_

Defendant Bradford Q. Jeffcoat, Jr., by and through his undersigned attorney, hereby  
responds to the Complaint of the Plaintiffs as follows:

**ANSWER**

1. All allegations of the Complaint not specifically admitted or denied are denied.
2. As to paragraph 1 of the Complaint, Defendant denies that Plaintiff Williams has any ownership interest in the real property located in Charleston County that is the subject of this action. Defendant admits that this Plaintiff is a resident of the State of Alabama.
3. As to paragraph 2 of the Complaint, upon information and belief, Defendant would allege that Plaintiff Sandra P. Perkins is deceased. Defendant would further allege that this Plaintiff was a resident of Charleston County, South Carolina in the years preceding her demise, although she had been involuntarily transported to the State of Alabama shortly before her death.
4. Defendant denies the allegations of paragraph 3 of the Complaint, and affirmatively states that the Probate Court of Baldwin County, Alabama, had no jurisdiction over the person or estate of Sandra P. Perkins at the time Plaintiff Vanessa Williams was purportedly appointed by said Court to be the Guardian and Conservator of Sandra P. Perkins.
5. Defendant admits the allegations of paragraph 4 of the Complaint.

6. Defendant denies for want of information the allegations of paragraph 5 of the Complaint.
7. Defendant admits the allegations of paragraphs 6, 7, and 8 of the Complaint.
8. Paragraph 9 of the Complaint requires no response.
9. Defendant admits the allegations of paragraph 10 of the Complaint.
10. Defendant denies the allegations of paragraphs 11 and 12 of the Complaint.
11. Defendant admits so much of paragraphs 13 and 14 of the Complaint as allege that this Court has jurisdiction over the instant action. The remaining allegations are incapable of response and state legal conclusions.
12. Defendant denies the allegations of paragraphs 15 and 16 of the Complaint.
13. Paragraph 17 of the Complaint requires no response.
14. Defendant admits the allegations of paragraphs 18 and 19 of the Complaint.
15. Defendant denies the allegations of paragraphs 20, 21, and 22 of the Complaint.

**FOR A FIRST AFFIRMATIVE DEFENSE  
(Failure to State a Claim)**

16. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.
17. Defendant alleges that this action should be dismissed against him pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, for failure to state facts sufficient to constitute a cause of action.

**FOR A SECOND AFFIRMATIVE DEFENSE  
(Unclean Hands)**

18. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.

19. Plaintiff Vanessa Williams is barred from any equitable relief because of Plaintiff's own inequitable actions, which are more fully set forth below.

**FOR A THIRD AFFIRMATIVE DEFENSE  
(Lack of Standing)**

20. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.

21. Plaintiff Vanessa Williams lacks standing to institute the instant action.

**FOR A FOURTH AFFIRMATIVE DEFENSE  
(Additional Defenses)**

22. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.

23. Defendant hereby gives notice that it intends to rely upon such other affirmative defenses as may become available or apparent during the course of discovery, and thus reserves the right to amend its Reply to assert any such defense.

**FOR A FIFTH AFFIRMATIVE DEFENSE  
AND FIRST COUNTERCLAIM AGAINST  
PLAINTIFF VANESSA WILLIAMS  
(Fraud)**

24. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.

25. Defendant and Sandra P. Perkins have resided together in a domestic partnership for approximately fifteen (15) years.

26. On or about July 1, 2000, Defendant Bradford Q. Jeffcoat, Jr. conveyed an interest in the certain real property at issue herein to Sandra P. Perkins, by general warranty deed, specifying in the deed that the conveyance was to Defendant and Perkins as joint tenants with right of survivorship and not as tenants in common.



27. It was and remained the intention of these parties, at all relevant times, that the real property at issue remain solely and exclusively the property of the other in the event of the death of either.

28. In mid June, 2015, Defendant asked Plaintiff Williams if she would come to South Carolina for a brief visit in order to assist in the care of Perkins, her mother.

29. Perkins had a medical appointment scheduled for June 16, 2015.

30. In lieu of taking her to her medical appointment, as discussed by the parties, Williams removed Perkins from this jurisdiction, taking her from her own home to Williams' home in Alabama.

31. Immediately upon her return to Alabama, Williams petitioned the court of Baldwin County, Alabama, to appoint her as conservator and guardian of her mother.

32. On November 16, 2015, as Conservator of the Estate of Sandra P. Perkins, Vanessa Williams executed a General Warranty Deed purporting to convey Perkins' interest in the real property owned by Perkins and Defendant, as joint tenants with rights of survivorship, to herself, individually, for the sum of Ten (\$10.00) Dollars.

33. This transfer was conducted in violation of Code of Ala. § 26-2A-150, which makes voidable any sale or encumbrance from a conservator to, *inter alia*, any person related to the conservator.

34. This transfer was further conducted in violation of Code of Ala. § 26-2A-152(d)(3), which requires prior court authorization before a conservator may dispose of real property belonging to the incompetent.

35. Any supposed transfer of the interest of Perkins in the real property titled jointly in the names of Defendant and Perkins is fraudulent, voidable, and contrary to Alabama and South Carolina law.

36. The supposed transfer of the interest of Perkins in the real property titled jointly in the names of Defendant and Perkins constitutes a fraud upon the Court.

37. Defendant has been damaged by the fraudulent and unlawful actions of Plaintiff Williams, in an amount to be determined at trial.

**FOR A SIXTH AFFIRMATIVE DEFENSE  
AND SECOND COUNTERCLAIM AGAINST  
PLAINTIFF VANESSA WILLIAMS  
(Breach of Fiduciary Duty)**

38. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.

39. Plaintiff Vanessa Williams, having removed Sandra Perkins from this jurisdiction without the consent of said Sandra Perkins, had herself appointed as Conservator and Guardian of the estate and person of Sandra Perkins.

40. On November 16, 2015, as Conservator of the Estate of Sandra P. Perkins, Vanessa Williams executed a General Warranty Deed purporting to convey Perkins' interest in the real property owned by Perkins and Defendant, as joint tenants with rights of survivorship, to herself, individually, for the sum of Ten (\$10.00) Dollars.

41. This purported sale by Vanessa Williams to Vanessa Williams, having occurred while Vanessa Williams was the Conservator of the Estate of Sandra Perkins and for no consideration of any value, constitutes a breach of the fiduciary duty of the Conservator.

42. Defendant has been damaged by the breach of fiduciary duty.

43. Defendant has been damaged by the fraudulent and unlawful actions of Plaintiff Williams, in an amount to be determined at trial.

**FOR A SEVENTH AFFIRMATIVE DEFENSE  
AND THIRD COUNTERCLAIM AGAINST  
PLAINTIFF VANESSA WILLIAMS  
(Slander of Title)**

44. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.

45. Plaintiff has no legitimate interest in the real property owned by Defendant.

46. Plaintiff has wrongfully and with malice published the false statement that she owns one-half of the real property owned by Defendant.

47. The publication of this statement is derogatory to Defendant's title.

48. The false assertion of an unfounded claim against Defendant's property constitutes slander of title.

49. Plaintiff has acted in a reckless, willful, wanton and malicious manner in wrongfully asserting and recording an interest in Defendant's real property.

50. Defendant has suffered special damages as a direct and proximate result of Plaintiff's slander of his title.

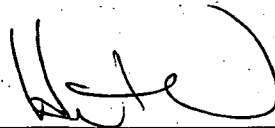
51. Defendant has incurred attorney's fees as a direct and proximate result of Plaintiff's slander of his title.

52. Defendant is entitled to compensation for the damages incurred as result of Plaintiff's slander of his title.

53. Defendant is further entitled to punitive damages for the reckless and malicious conduct of Plaintiff.

**WHEREFORE**, having fully answered the Complaint of the Plaintiffs, Defendant Bradford Q. Jeffcoat prays that the Court inquire into the matters set forth above; and that the Court grant him relief as follows:

- A. To dismiss the Complaint of the Plaintiffs;
- B. To find that the alleged transfer of interest in the real property at issue in this action from Plaintiff Sandra P. Perkins to Plaintiff Vanessa Williams is fraudulent and without effect;
- C. To order that a Deed to the real property at issue in this action be issued in the sole and exclusive name of Bradford Q. Jeffcoat, Jr.;
- D. To award Defendant Jeffcoat damages in an amount to be determined at the trial of this action, including but not limited to his attorney's fees;
- E. To award Defendant Jeffcoat special damages for the slander of his title to his real property;
- F. To punitive damages for Plaintiff's reckless, willful, wanton, and malicious actions in asserting an unwarranted claim against Defendant's real property; and
- G. To grant such other relief as may be just and proper.



---

Heather S. Shaw  
Attorney at Law  
Shaw Law Firm, LLC  
215 East Bay St., Ste. 203  
Charleston, SC 29401  
Phone: (843) 377-1686  
Fax: (843) 793-3143

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )  
 )  
Vanessa Williams and Vanessa Williams, )  
as Conservator and Guardian of Sandra P )  
Perkins, )  
 )  
v. )  
 )  
Bradford Q. Jeffcoat, Jr. and Blue Heron )  
Builders, Inc. )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-6379

**MOTION TO DISMISS OF  
DEFENDANT BRADFORD Q.  
JEFFCOAT, JR.**

**FILED**  
2016 FEB -3 AM 11:50  
JULIE J. ARSHRONG  
CLERK OF COURT

Plaintiff Vanessa Williams, in her own capacity and as Conservator and Guardian of Sandra Perkins, has filed an action in partition with respect to certain real property owned by Defendant Bradford Jeffcoat and Sandra Perkins as joint tenants with right of survivorship. Williams predicates her claim to an interest in the property on a deed, executed on November 16, 2015, conveying Perkins' interest in the property to her. This deed is ineffective to convey any interest. As Perkins has died since the filing of the instant complaint, and the real property is consequently held in its entirety by the surviving joint tenant, Plaintiff's complaint should be dismissed.

The facts underlying this action are relatively simple. Sandra Perkins and Bradford Jeffcoat lived together for approximately 20 years. During the period of their cohabitation, Jeffcoat purchased the real property at issue in this action. It was originally purchased in his name alone. He subsequently transferred one-half interest in the property to his partner, Sandra Perkins, and the two of them executed a new deed to the property as joint tenants with right of survivorship. Independent of the deed, Perkins executed a note to Jeffcoat; that note has been paid in full and is no longer an issue in the case. Perkins and Jeffcoat continued to live together, in the house in question.

Sandra Perkins developed Alzheimer's disease. During the summer of 2015, Jeffcoat asked her daughter, Plaintiff Vanessa Williams, if she could come to Charleston and help him take her mother to doctor's appointments, as he had to work. Instead of taking her to her doctor, Williams took Perkins to her home in Alabama. She immediately filed an emergency motion in the Probate Court of Baldwin County, Alabama, alleging that her mother was incompetent and seeking to have herself appointed as Guardian of her mother and Conservator of her mother's estate. That request was granted.

In November, 2015, after her mother had been placed in a nursing home in Alabama but shortly prior to Ms. Perkins' death, Williams came to Charleston, where she executed a new deed to the real property. In her capacity as Conservator, she signed on her mother's behalf, purportedly conveying Ms. Perkins' interest as a joint tenant to herself individually, for Ten Dollars (\$10.00) and love and affection. She has now filed this action, asking that the property be partitioned and sold, in order to force Defendant to pay her one-half of the value of the real estate. The deed upon which she is suing is utterly invalid, and does not convey any interest in the property to her. As Ms. Perkins has since passed away, the entirety of the interest in the real estate has now vested in Defendant Jeffcoat, as the surviving joint tenant.

There is no question but that a joint tenancy can be severed. Section 27-7-40 of the Code of Law of South Carolina sets out the manner in which such a severance may be accomplished. A tenancy can be severed by a conveyance by one joint tenant to the other. S.C. Code § 27-7-40(a)(v). If one of two joint tenants dies, "the entire interest of the deceased joint tenant in the real estate vests in the surviving joint tenant, who is vested with the entire interest in the real estate owned by the joint tenants." S.C. Code § 27-7-40(a)(i). Where the joint tenants are husband and wife, a decree of divorce alters their joint tenancy to a tenancy in common. S.C.

Code § 27-7-40(a)(vii). Finally, a joint tenancy can be severed by a valid court order. S.C. Code § 27-7-40(a)(viii). The Code expressly states that the section “MUST be liberally construed to carry out the intentions of the parties.” S.C. Code § 27-7-40(c)(emphasis added).

In addition, the Code specifically states that one joint tenant may not encumber his or her interest “acting alone without the joinder of the other joint tenant...” S.C. Code § 27-7-40(a)(iii). The sale of the interest of one joint tenant to a third party, such as the purported sale by Sandra Perkins to Vanessa Williams, without the participation or consent of Defendant Jeffcoat, constitutes precisely such an encumbrance. Pursuant to the South Carolina Code of Laws, this supposed transfer of the interest of one joint tenant to a third party, accomplished without the acquiescence of the other joint tenant, is completely invalid. *See, e.g., Solley v. Navy Fed. Credit Union, Inc.*, 397 S.C. 192, 723 S.E.2d 597 (App. 2012)(mortgage taken out by one of two joint tenants with right of survivorship is invalid and recording it constitutes slander of title).

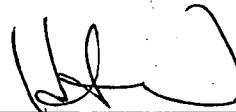
Section 27-7-40 of the South Carolina Code of Laws is written in simple language, and its meaning is clear. A joint tenancy can only be severed by the transfer of one joint tenant to the other, or by some action of a court of competent jurisdiction. Had Perkins brought an action before this Court seeking to have her interest in the jointly owned real estate severed from that of her long-time partner, the Court could certainly have entered an order accomplishing that. She could also have transferred her interest directly to Jeffcoat, without the involvement of any court. However, there is no provision whatever for the “sale” of a joint interest to an outsider. Such a transaction constitutes an encumbrance, expressly prohibited by the plain language of the statute.

Sandra Perkins passed away during the last week of November, 2015. At that time, her interest in the real property automatically vested in Bradford Jeffcoat, as the surviving joint tenant. The instant action is entirely predicated upon the claim that Perkins, although she had

been adjudged to be incompetent, somehow sold her interest in the jointly owned property to Plaintiff herein. That supposed sale was ineffective to transfer any interest to anyone<sup>1</sup> and this case is consequently based upon a nullity. Since the only claim of Plaintiff to the property rests upon the validity of this deed, and the deed is invalid as a matter of law, the Complaint must be dismissed.

Defendant Bradford Jeffcoat would respectfully ask that the Complaint of the Plaintiff be dismissed with prejudice, that the Court order that a new deed be prepared by the Office of the RMC of Charleston County reflecting that he owns the subject property in its entirety as the surviving joint tenant, and that a date be set for a hearing on his counterclaims against Plaintiff.

Respectfully submitted,



Heather S. Shaw  
Attorney at Law  
Shaw Law Firm, LLC  
215 East Bay St., Ste. 203  
Charleston, SC 29401  
Phone: (843) 377-1686  
Fax: (843) 793-3143

February 1, 2016  
Charleston, SC

<sup>1</sup> Defendant has filed Counterclaims against Williams, including one for breach of her fiduciary duty as Conservator in executing the documents supposedly accomplishing this transfer. Defendant will not address this breach in the instant Memorandum, and will reserve that argument until such time as his counterclaims are heard.



---

**Heather S. Shaw**

---

Attorney At Law

215 East Bay Street, Suite 203  
Charleston, SC 29401

Telephone: (843) 377-1686  
Fax: (843) 793-3143  
heather@shawfamilylaw.com

## **UNAVAILABLE DATES AND TIMES**

As of January 29, 2016

|                            |           |                   |        |
|----------------------------|-----------|-------------------|--------|
| Thursday, February 4, 2016 | 9:00 a.m. | Final Hearing     | [CCFC] |
| Friday, February 5, 2016   | 9:30 a.m. | Final Hearing     | [CCFC] |
| Friday, February 12, 2016  | ALL DAY   | Mediation         | [MPSC] |
| Tuesday, February 23, 2016 | 9:30 a.m. | Temporary Hearing | [CCFC] |
| Thursday, March 17, 2016   | ALL DAY   | Depositions       | [CHAS] |
| Tuesday, April 12, 2016    | 9:30 a.m. | 4-hour Mediation  | [CHAS] |
| Thursday, April 14, 2016   | ALL DAY   | Mediation         | [SMVL] |
| Tuesday, April 20, 2016    | 2:00 p.m. | ½ Day RTSC        | [CCFC] |

**\*\* This list is only current as of the date and time noted below; to avoid a scheduling conflict, you may wish to call our office to confirm as new dates/times are added regularly.**

HEATHER S. SHAW  
Attorney At Law

215 East Bay Street, Suite 203  
Charleston, South Carolina 29401

(843) 377-1686 Telephone  
(843) 793-3143 Facsimile

TO: Clerk of Court, Charleston County  
Date: 2/2/2016

RE: Case No.: 2016-CP-10-6379

Please file the following attached documents in your office. Thank you for your assistance in this matter.

|               |                                       |
|---------------|---------------------------------------|
| <u>      </u> | AFFIDAVIT OF DEFAULT                  |
| <u>      </u> | AFFIDAVIT/ACKNOWLEDGMENT OF SERVICE   |
| <u>  X  </u>  | ANSWER/ANSWER & COUNTERCLAIM          |
| <u>      </u> | ANSWERS TO INTERROGATORIES            |
| <u>      </u> | CERTIFICATE OF MAILING                |
| <u>      </u> | FINAL ORDER                           |
| <u>      </u> | FINANCIAL DECLARATION                 |
| <u>      </u> | HEARING REQUEST                       |
| <u>  X  </u>  | MOTION/NOTICE OF MOTION               |
| <u>      </u> | MOTION FOR TEMPORARY RELIEF           |
| <u>      </u> | ORDER                                 |
| <u>      </u> | REPLY                                 |
| <u>      </u> | SUMMONS & COMPLAINT                   |
| <u>      </u> | TEMPORARY ORDER                       |
| <u>      </u> | VERIFICATION                          |
| <u>      </u> | OTHER: _____                          |
| <u>  X  </u>  | CHECK # 1399 IN THE AMOUNT OF \$25.00 |
| <u>  X  </u>  | STAMPED, SELF-ADDRESSED ENVELOPE      |
| <u>  X  </u>  | UNAVAILABLE DATES                     |

Sincerely,

Karen S. Berry  
Paralegal to Heather S. Shaw  
[karen@shawfamilylaw.com](mailto:karen@shawfamilylaw.com)

Enclosures: as stated (original + 2 copies)

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Vanessa Williams and Vanessa Williams,  
as Conservator and Guardian of Sandra P.  
Perkins,

Plaintiff,

vs.

Bradford Q. Jeffcoat Jr., and Blue Heron  
Builders, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-06379

**PLAINTIFF'S REPLY TO ANSWER AND  
COUNTERCLAIM OF DEFENDANT  
BRADFORD Q. JEFFCOAT, JR.**

FILED  
2016 FEB 16 PM 4:46  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY 

**COMES NOW**, Vanessa Williams and Vanessa Williams, as Conservator and Guardian of Sandra P. Perkins, by and through counsel, and in response to the Answer and Counterclaim of the Defendant Bradford Q. Jeffcoat, Jr., alleges and says as follows:

1. The allegations of paragraph 1 do not require a response.
2. The allegations of paragraph 2 do not require a response.
3. The allegations of paragraph 3 pertaining to the alleged involuntary transport of Sandra P. Perkins are denied and strict proof is demanded thereof. The rest of the allegations of paragraph 3 do not require a response.
4. The allegations of paragraph 4 are conclusions of law and do not require a response.
5. The allegations of paragraph 5 do not require a response.
6. The allegations of paragraph 6 do not require a response.
7. The allegations of paragraph 7 do not require a response.
8. The allegations of paragraph 8 do not require a response.
9. The allegations of paragraph 9 do not require a response.
10. The allegations of paragraph 10 do not require a response.
11. The allegations of paragraph 11 do not require a response.
12. The allegations of paragraph 12 do not require a response.

13. The allegations of paragraph 13 do not require a response.
14. The allegations of paragraph 14 do not require a response.
15. The allegations of paragraph 15 do not require a response.
16. The allegations of paragraph 16 do not require a response.
17. The allegations of paragraph 17 are denied and strict proof is demanded thereof.
18. The allegations of paragraph 18 do not require a response.
19. The allegations of paragraph 19 are denied and strict proof is demanded thereof.
20. The allegations of paragraph 20 do not require a response.
21. The allegations of paragraph 21 are denied and strict proof is demanded thereof.
22. The allegations of paragraph 22 do not require a response.
23. The allegations of paragraph 23 do not require a response.
24. The allegations of paragraph 24 are denied and strict proof is demanded thereof.
25. Plaintiff is without sufficient information to admit or deny the allegations contained in paragraph 25 and therefore denies same and demands strict proof thereof.
26. The allegations of paragraph 26 are admitted.
27. The allegations of paragraph 27 are denied and strict proof is demanded thereof.
28. The allegations of paragraph 28 are denied and strict proof is demanded thereof.
29. Plaintiff is without sufficient information to admit or deny the allegations contained in paragraph 29 and therefore denies same and demands strict proof thereof.
30. The allegations of paragraph 30 are denied and strict proof is demanded thereof.
31. The allegations of paragraph 31 are denied and strict proof is demanded thereof.
32. The allegations of paragraph 32 are admitted.
33. The allegations of paragraph 33 are denied and strict proof is demanded thereof.

thereof.

34. The allegations of paragraph 34 are denied and strict proof is demanded thereof.

35. The allegations of paragraph 35 are denied and strict proof is demanded thereof.

36. The allegations of paragraph 36 are denied and strict proof is demanded thereof.

37. The allegations of paragraph 37 are denied and strict proof is demanded thereof.

38. The Plaintiff denies each and every allegation not hereinabove specifically admitted or denied.

**FOR A FIRST AFFIRMATIVE DEFENSE  
(Unclean Hands)**

39. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

40. Defendant's counterclaim is barred, in whole or in part under the Doctrine of Unclean Hands.

**FOR A SECOND AFFIRMATIVE DEFENSE  
(Defendant's Misconduct)**

41. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

42. Defendant's counterclaim is barred, in whole or in part by his own misconduct and course of dealings.

**FOR A THIRD AFFIRMATIVE DEFENSE  
(Ala. Code §26-2A-152(c)(1))**

43. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

44. Plaintiff pleads that at all times relevant to the underlying dispute in this case, that she was acting within the scope of Code of Alabama Section 26-A-152(c)(1).

**FOR A FOURTH AFFIRMATIVE DEFENSE  
(Reservation of Defenses)**

45. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

46. Plaintiff reserves the right to amend its reply to allege such other affirmative defenses as may become available.

**FOR A FIFTH AFFIRMATIVE DEFENSE  
(Failure to State Facts Sufficient)**

47. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

48. That the claims of Defendant Bradford Q. Jeffcoat, Jr., fail to state sufficient facts to constitute a cause of action upon which relief may be granted and therefore the claim should be dismissed pursuant to the provisions of Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

**FOR A SIXTH AFFIRMATIVE DEFENSE  
(Waiver, Estoppel)**

49. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

50. Defendant Bradford Q. Jeffcoat, Jr.'s Counterclaim is barred by the doctrines of waiver and/or estoppel.

CLAWSON and STAUBES, LLC



Christopher B. Staubes (10470)

X Nicholas R. Sanders (100743)

126 Seven Farms Drive, Suite 200

Charleston, South Carolina 29492-8144

Phone: (843) 577-2026

Fax: (843) 722-2867

Email: cstaubes@clawsonandstaubes.com

Attorneys for Defendants

Charleston, South Carolina  
February 17, 2016

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing pleading has been served upon opposing counsel on the 12th day of February 2016 via:

|   |                              |
|---|------------------------------|
| X | United States Postal Service |
|   | Facsimile                    |
|   | Electronic Email             |

Andrew

FILED  
2016 FEB 16 PM 4:46  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY \_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Vanessa Williams and Vanessa Williams,  
as Conservator and Guardian of Sandra P.  
Perkins,

Plaintiff,

vs.

Bradford Q. Jeffcoat Jr., and Blue Heron  
Builders, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-06379

**PLAINTIFF'S REPLY TO AMENDED  
ANSWER AND COUNTERCLAIMS OF  
DEFENDANT BRADFORD Q.  
JEFFCOAT, JR.**

**FILED**  
2016 MAR 18 AM 10:28  
JULIE J. ARNETT  
CLERK OF COURT

**COMES NOW**, Vanessa Williams and Vanessa Williams, as Conservator and Guardian of Sandra P. Perkins, by and through counsel, and in response to the Amended Answer and Counterclaim of the Defendant Bradford Q. Jeffcoat, Jr., alleges and says as follows:

1. The allegations of paragraph 1 do not require a response.
2. The allegations of paragraph 2 do not require a response.
3. The allegations of paragraph 3 pertaining to the alleged involuntary transport of Sandra P. Perkins are denied and strict proof is demanded thereof. The rest of the allegations of paragraph 3 do not require a response.
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6. The allegations of paragraph 6 do not require a response.
7. The allegations of paragraph 7 do not require a response.
8. The allegations of paragraph 8 do not require a response.
9. The allegations of paragraph 9 do not require a response.
10. The allegations of paragraph 10 do not require a response.
11. The allegations of paragraph 11 do not require a response.
12. The allegations of paragraph 12 do not require a response.



13. The allegations of paragraph 13 do not require a response.
14. The allegations of paragraph 14 do not require a response.
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24. The allegations of paragraph 24 are denied and strict proof is demanded thereof.
25. Plaintiff is without sufficient information to admit or deny the allegations contained in paragraph 25 and therefore denies same and demands strict proof thereof.
26. The allegations of paragraph 26 are admitted.
27. The allegations of paragraph 27 are denied and strict proof is demanded thereof.
28. The allegations of paragraph 28 are denied and strict proof is demanded thereof.
29. Plaintiff is without sufficient information to admit or deny the allegations contained in paragraph 29 and therefore denies same and demands strict proof thereof.
30. The allegations of paragraph 30 are denied and strict proof is demanded thereof.
31. The allegations of paragraph 31 are denied and strict proof is demanded thereof.
32. The allegations of paragraph 32 are admitted.
33. The allegations of paragraph 33 are denied and strict proof is demanded

thereof.

34. The allegations of paragraph 34 are denied and strict proof is demanded thereof.

35. The allegations of paragraph 35 are denied and strict proof is demanded thereof.

36. The allegations of paragraph 36 are denied and strict proof is demanded thereof.

37. The allegations of paragraph 37 are denied and strict proof is demanded thereof.

38. The allegations of paragraph 38 do not require a response.

39. The allegations of paragraph 39 are denied and strict proof is demanded thereof.

40. The allegations of paragraph 40 are admitted.

41. The allegations of paragraph 41 are denied and strict proof is demanded thereof.

42. The allegations of paragraph 42 are denied and strict proof is demanded thereof.

43. The allegations of paragraph 43 are denied and strict proof is demanded thereof.

44. The allegations of paragraph 44 are denied and strict proof is demanded thereof.

45. The allegations of paragraph 45 are denied and strict proof is demanded thereof.

46. The allegations of paragraph 46 are denied and strict proof is demanded thereof.

47. The allegations of paragraph 47 are denied and strict proof is demanded thereof.

48. The allegations of paragraph 48 are denied and strict proof is demanded thereof.

49. The allegations of paragraph 49 are denied and strict proof is demanded thereof.

50. The allegations of paragraph 50 are denied and strict proof is demanded thereof.

51. The allegations of paragraph 51 are denied and strict proof is demanded thereof.

52. The allegations of paragraph 52 are denied and strict proof is demanded thereof.

53. The allegations of paragraph 53 are denied and strict proof is demanded thereof.

54. The Plaintiff denies each and every allegation not hereinabove specifically admitted or denied.

**FOR A FIRST AFFIRMATIVE DEFENSE  
(Unclean Hands)**

55. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

56. Defendant's counter-claims are barred, in whole or in part under the Doctrine of Unclean Hands.

**FOR A SECOND AFFIRMATIVE DEFENSE  
(Defendant's Misconduct)**

57. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

58. Defendant's counter-claims are barred, in whole or in part by his own misconduct and course of dealings.

**FOR A THIRD AFFIRMATIVE DEFENSE  
(Ala. Code §26-2A-152(c)(1))**

59. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

60. Plaintiff pleads that at all times relevant to the underlying dispute in this case, that she was acting within the scope of Code of Alabama Section 26-A-152(c)(1).

**FOR A FOURTH AFFIRMATIVE DEFENSE  
(Good Faith)**

61. Each and every allegation set forth above is incorporated by reference as

if repeated herein verbatim.

62. Plaintiff pleads that at all times relevant to the underlying dispute in this case, that she acted in good faith.

**FOR A FIFTH AFFIRMATIVE DEFENSE  
(Failure to Mitigate Damages)**

63. Each and every allegations set forth above is incorporated by reference as if repeated herein verbatim.

64. Plaintiff pleads that Defendant has failed to mitigate damages.

**FOR A SIXTH AFFIRMATIVE DEFENSE  
(Failure to State Facts Sufficient)**

65. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

66. That the claims of Defendant Bradford Q. Jeffcoat, Jr., fail to state sufficient facts to constitute a cause of action upon which relief may be granted and therefore the claim should be dismissed pursuant to the provisions of Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

**FOR A SEVENTH AFFIRMATIVE DEFENSE  
(Reservation of Defenses)**

67. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

68. Plaintiff reserves the right to amend its reply to allege such other affirmative defenses as may become available.

**FOR A EIGHTH AFFIRMATIVE DEFENSE  
(Waiver, Estoppel)**

69. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

70. Defendant Bradford Q. Jeffcoat, Jr.'s counterclaims are barred by the doctrines of waiver and/or estoppel.

**FOR A NINTH AFFIRMATIVE DEFENSE  
(Standing)**

71. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

72. Defendant Bradford Q. Jeffcoat, Jr. lacks standing to assert his counterclaims.

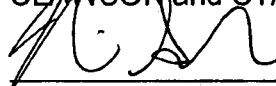
**FOR A TENTH AFFIRMATIVE DEFENSE  
(True Publications)**

73. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

74. Plaintiff pleads that publications made by her are true.

Respectfully submitted,

CLAWSON and STAUBES, LLC



Christopher B. Staubes (10470)

Nicholas R. Sanders (100742)

126 Seven Farms Drive, Suite 200

Charleston, South Carolina 29492-8144

Phone: (843) 577-2026

Fax: (843) 722-2867

Email: cstaubes@clawsonandstaubes.com

Attorneys for Defendants

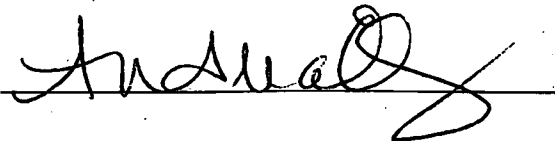
Charleston, South Carolina

March 18, 2016

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true copy of the foregoing pleading has been served upon opposing counsel on the 18th day of March 2016 via:

|                                     |                              |
|-------------------------------------|------------------------------|
| <input checked="" type="checkbox"/> | United States Postal Service |
| <input type="checkbox"/>            | Facsimile                    |
| <input type="checkbox"/>            | Electronic Email             |



STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

Vanessa Williams and Vanessa Williams,  
as Conservator and Guardian of Sandra P.  
Perkins,

Plaintiff,

vs.

Bradford Q. Jeffcoat Jr., and Blue Heron  
Builders, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-06379

**PLAINTIFFS' RESPONSE TO  
DEFENDANT'S MOTION TO DISMISS**

FILED  
2016 MAR 30 AM 10:12  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY 

The Plaintiffs herein in Response to Defendant, Bradford Q. Jeffcoat, Jr.'s Motion to Dismiss, allege and respectfully show unto this Honorable Court the following:

Plaintiff, Vanessa Williams, in her own capacity and as Conservator and Guardian of Sandra P. Perkins has filed an action in partition with respect to certain real property previously owned by Defendant Bradford Q. Jeffcoat, Jr. and Sandra P. Perkins as joint tenants with right of survivorship and not as tenants in common.

Despite claiming to have lived together for approximately 20 years, Defendant, Bradford Q. Jeffcoat, Jr. was either unable or unwilling to provide for the health and welfare of Sandra P. Perkins in her time of need and infirmity.

Accordingly, Plaintiff, Vanessa Williams moved her mother from Charleston, South Carolina, to her home in Lillian, Alabama in order to provide for her mother in her time of failing health.

Sandra P. Perkins was found to be mentally incapacitated by the Probate Court of Baldwin County Alabama and her daughter, Vanessa Williams was appointed guardian and conservator on September 15, 2015.

Vanessa Williams, acting as conservator and pursuant to Alabama Code Section 26-2A-152 (c)(1)<sup>1</sup>, properly conveyed the aforementioned real property to herself by deed which was signed by Vanessa Williams as conservator on November 16, 2015 and subsequently recorded in accordance with the laws of South Carolina.

Contrary to what has been alleged by Defendant, Sandra P. Perkins was never placed in a nursing home. At all times, Vanessa Williams took care of her dying mother and ensured that she was surrounded by people that loved her and that her mother lived out her last days in the comfort of Vanessa Williams' home.

The Defendant has now filed a Motion to Dismiss alleging that the conveyance of that certain real property from Sandra P. Perkins to Vanessa Williams is a nullity. The Defendant's theory is that S.C. Code §27-7-40 prohibits such a transfer. In particular, Defendant relies on S.C. Code §27-7-40(a)(iii) which states that one joint tenant may not encumber his or her interests "acting alone without the joinder of the other joint tenant..." The Defendant further sites the case of *Solley v. Navy Fed. Credit Union, Inc.*, 397 S.C. 192 (Ct. App. 2012) for the same authority in a case where a joint tenant attempted to grant a mortgage on real property which the court found to be invalid. In summation, Defendant concludes that a joint tenancy can only be severed by the

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<sup>1</sup> (c) A conservator, acting as a fiduciary in efforts to accomplish the purpose of the appointment, may act without court authorization or confirmation, to

(1) Collect, hold, and retain assets of the estate including land in another state and stocks of private corporations, until determining that disposition of the assets should be made, and the assets may be retained even though they include an asset in which the conservator is personally interested;

transfer of one joint tenant to the other, or by some action of a Court of a competent jurisdiction.

Defendant's assertions are wrong and the law cited has no application to the facts at bar. First, the provisions in S.C. Code §27-7-40 do not apply to the deed at issue in this case because the statute was not enacted until August 17, 2000, well after the subject deed was executed. The deed in question was executed on July 1, 2000 and the statute does not apply retroactively.

Next, S.C. Code §27-7-40 does not exclude the long held common law rule that a conveyance of property interest by a joint tenant with right of survivorship severs the survivorship interest and creates a tenancy in common. See *Davis v. Davis*, 223 S.C. 182, 190 (1953) (opining, "The right of survivorship is merely one incident of a joint tenancy. Another incident of such tenancy is that any one of the tenants can destroy it, with the incidental right of survivorship, by a conveyance to a third person.").

Furthermore, conveying a fee simple interest in land does not amount to an encumbrance. Encumbrance is defined with respect to real property in the South Carolina Commercial Code as "...a right, **other than an ownership interest**, in real property."<sup>2</sup> The term includes mortgages and other liens on real property. Black's Law Dictionary similarly defines encumbrance as "a claim or liability that is attached to property or some other right and that may lessen its value, such as a lien or mortgage; **any property right that is not an ownership interest**."<sup>3</sup> Ownership interests are specifically excluded under the definition of encumbrance and the attempt by the Defendant to conflate "encumbrance" with "ownership interest" is misguided.

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<sup>2</sup> S.C. Code § 36-9-102 (32) (emphasis added).

<sup>3</sup> *Black's Law Dictionary* 568 (8th ed. 2004) (emphasis added).



Finally, even though Court approval was not required for Vanessa Williams' valid conveyance of aforementioned real property, the Probate Court of Baldwin County did approve said conveyance pursuant to Alabama Code Section 26-2A-152 (c) (1) on January 15, 2016. A copy of the Order is attached hereto as **Exhibit "A"** and is incorporated herein by reference.

WHEREFORE, the premises considered, Plaintiffs respectfully request this Honorable Court to deny Defendant, Bradford Q. Jeffcoat, Jr.'s Motion to Dismiss and grant such other, further and different relief to which Plaintiffs are entitled under the circumstances.

Respectfully submitted,

CLAWSON and STAUBES, LLC



Christopher B. Staubes (10470)

Nicholas R. Sanders (100742)

126 Seven Farms Drive, Suite 200

Charleston, South Carolina 29492-8144

Phone: (843) 577-2026

Fax: (843) 722-2867

Email: cstaubes@clawsonandstaubes.com

Attorneys for Defendants

Charleston, South Carolina

March 29, 2016

IN THE MATTER OF  
SANDRA P. PERKINS,  
an incapacitated person

\* IN THE PROBATE COURT OF  
\* THE COUNTY OF BALDWIN  
\* STATE OF ALABAMA

CASE NO. 32367

**ORDER**

This matter came on to be heard on the "Motion to Approve Transfer of Real Property" filed by VANESSA L. WILLIAMS, Court appointed Guardian and Conservator of Sandra P. Perkins, and the Court being of the opinion that said Motion should be granted, IT IS, THEREFORE,

**ORDERED, ADJUDGED and DECREED** that pursuant to Code of Alabama, Sections 26-2A-152 (c) (1), the conveyance and transfer of all of Sandra P. Perkins' interest in that certain real property described below to Vanessa L. Williams, by Vanessa L. Williams acting as conservator of said Ms. Perkins, is hereby approved.

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as Lot #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

TMS No.: 355-09-00-108

**DONE AND ORDERED** this 15th day of January, 2016.

  
JUDGE OF PROBATE



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )  
 )  
Vanessa Williams and Vanessa Williams, )  
as Conservator and Guardian of Sandra P )  
Perkins, )  
 )  
v. )  
 )  
Bradford Q. Jeffcoat, Jr. and Blue Heron )  
Builders, Inc. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE-NO.: 2015-CP-10-6379

**MOTION FOR SUMMARY  
JUDGMENT OF DEFENDANT  
BRADFORD Q. JEFFCOAT, JR.**

**FILED**  
2016 AUG -3 PM 2:43  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY \_\_\_\_\_

The instant action was filed by Plaintiff Vanessa Williams, individually and in her capacity as Conservator and Guardian of Sandra Perkins, seeking partition of a parcel of real property located in Charleston County, South Carolina. For the reasons which follow, Defendant is entitled to summary judgment in his favor, and would respectfully request that this Court issue a deed to the property in his name alone.

## **I. FACTS**

As of mid-summer, 2015, Brad Jeffcoat and Sandra Perkins had lived together in a committed relationship for approximately 20 years. During that time, Jeffcoat purchased the residential real property at issue in this case. Almost immediately after the purchase, one-half of the interest was transferred to Ms. Perkins<sup>1</sup>. The new deed was executed in both of their names and very specifically shown as being Joint with Right of Survivorship. The domestic partners continued to live together in the home they owned.

Ms. Perkins developed Alzheimer's, and by 2015 required constant care. As Jeffcoat remained employed, he asked her daughter, Plaintiff Vanessa Williams, to come to Charleston for a few weeks, which she did. On June 16, a day she was to take her mother to the doctor's

<sup>1</sup> Ms. Perkins mortgaged her one-half interest to Jeffcoat; that mortgage has been paid in full and is not relevant to the present matter.

office, she packed up some of her mother's things and took her to her own home in Alabama, without a word to Jeffcoat. Jeffcoat made attempts to contact Plaintiff and Ms. Perkins, unsuccessfully. However, he took no actions to bring Ms. Perkins back at that time, understanding that, under the circumstances, Plaintiff wished to have some time with her mother. Ms. Perkins herself did nothing to indicate any desire to leave her home of years, or to make a permanent move to another State; at the time he left for work that morning, Defendant was given no indication that Plaintiff intended to take Ms. Perkins anywhere other than to her scheduled doctor's appointment.

After taking her to Alabama, on September 15, 2015, Plaintiff filed the appropriate papers in the Probate Court of Baldwin County, Alabama, and had herself appointed as Conservator and Guardian of the person and estate of her mother, alleging – quite accurately – that her mother suffered from a major cognitive disorder and could no longer manage her own affairs. Defendant was unable to contact either his long-time partner or Plaintiff, and had no idea by this time where Ms. Perkins had been taken. He was unaware of the appointment until the institution of this action.

On November 16, 2015, Plaintiff returned to Charleston. Although she made no attempt to contact Defendant or to retrieve any of her mother's possessions, including the vehicle in her mother's name which was originally a part of this action, she did have a new deed issued for the real property. Specifically, for the sum of \$10.00, and love and affection, she, as Conservator, transferred her mother's one-half joint interest in the property to herself, individually. Ms. Perkins died, in Alabama, on November 27, 2015. This action was filed three days prior to her death, alleging conversion of the personal property Plaintiff neglected to retrieve when she came to town, and seeking partition of the real property.

## II. ARGUMENT

### A. Standard of Review

Summary judgment should be granted when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." S.C.R.C.P. 56(c); *see also Tupper v. Dorchester County*, 326 S.C. 318, 487 S.E.2d 187 (1997). Under Rule 56(c), SCRCP, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. *Baughman v. American Tel. & Tel. Co.*, 306 S.C. 101, 410 S.E.2d 537 (1991).

Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. Rather, the non-moving party must come forward with specific facts showing there is a genuine issue for trial. S.C.R.C.P. 56(e); *SSI Med. Servs., Inc. v. Cox*, 301 S.C. 493, 392 S.E.2d 789 (1990); *NationsBank v. Scott Farm*, 320 S.C. 299, 465 S.E.2d 98 (Ct. App. 1995). In determining whether any triable issues of fact exist, the evidence and all reasonable inferences therefrom must be viewed in the light most favorable to the non-moving party. *Summer v. Carpenter*, 328 S.C. 36, 492 S.E.2d 55 (1997); *Hamiter v. Retirement Div. of South Carolina*, 326 S.C. 93, 484 S.E.2d 586 (1997); *City of Columbia v. American Civil Liberties Union*, 323 S.C. 384, 475 S.E.2d 747 (1996). Regardless of inferences, however, where there is no factual dispute and the law so dictates, summary judgment should be granted.

**B. Joint and Survivorship Property Cannot Be Unilaterally Partitioned**

The fundamental premise upon which this action is premised is fatally flawed. Joint and survivorship property cannot be partitioned unilaterally by one of the owners. Even if, *arguendo*, the transfer of interest from Ms. Perkins, accomplished by the signature of her daughter conveying the property to herself – a concept that Defendant strongly believes is contrary to law, *infra* – the deed executed by Plaintiff accomplishes nothing, as a matter of law.

A joint tenancy, including a joint tenancy with rights of survivorship, can be severed through a variety of methods. These are clearly set out in Section 27-7-40 of the Code of Laws of South Carolina. This section reads, in its entirety:

(a) In addition to any other methods for the creation of a joint tenancy in real estate which may exist by law, whenever any deed of conveyance of real estate contains the names of the grantees followed by the words "as joint tenants with rights of survivorship, and not as tenants in common" the creation of a joint tenancy with rights of survivorship in the real estate is conclusively deemed to have been created. This joint tenancy includes, and is limited to, the following incidents of ownership:

(i) In the event of the death of a joint tenant, and in the event only one other joint tenant in the joint tenancy survives, the entire interest of the deceased joint tenant in the real estate vests in the surviving joint tenant, who is vested with the entire interest in the real estate owned by the joint tenants.

(ii) In the event of the death of a joint tenant survived by more than one joint tenant in the real estate, the entire interest of the deceased joint tenant vests equally in the surviving joint tenants who continue to own the entire interest owned by them as joint tenants with right of survivorship.

(iii) The fee interest in real estate held in joint tenancy may not be encumbered by a joint tenant acting alone without the joinder of the other joint tenant or tenants in the encumbrance.

(iv) If all the joint tenants who own real estate held in joint tenancy join in an encumbrance, the interest in the real estate is effectively encumbered to a third party or parties.

(v) If real estate is owned by only two joint tenants, a conveyance by one joint tenant to the other joint tenant terminates the joint tenancy and conveys the fee in the real estate to the other joint tenant.

**(vi)** If real estate is owned by more than two joint tenants, a conveyance by one joint tenant to all the other joint tenants therein conveys his interest therein equally to the other joint tenants who continue to own the real estate as joint tenants with right of survivorship.

**(vii)** Any joint tenancy in real estate held by a husband and wife with no other joint tenants is severed upon the filing of an order or decree dissolving their marriage and vests the interest in both the parties as tenants in common, unless an order or decree of a court of competent jurisdiction otherwise provides.

**(viii)** The interest of any joint tenant in a joint tenancy in real estate sold or conveyed by a court of competent jurisdiction where otherwise permitted by law severs the joint tenancy, unless the order or decree of such court otherwise provides and vests title in the parties as tenants in common.

**(ix)** If real estate is owned by two or more joint tenants, a conveyance by all the joint tenants to themselves as tenants in common severs the joint tenancy and conveys the fee in the real estate to these individuals as tenants in common.

**(b)** The surviving joint tenant or tenants may, following the death of a joint tenant, file with the Register of Deeds of the county in which the real estate is located a certified copy of the certificate of death of the deceased joint tenant. The fee to be paid to the Register of Deeds for this filing is the same as the fee for the deed of conveyance. The Register of Deeds must index the certificate of death under the name of the deceased joint tenant in the grantor deed index of that office. The filing of the certificate of death is conclusive that the joint tenant is deceased and that the interest of the deceased joint tenant has vested by operation of law in the surviving joint tenant or tenants in the joint tenancy in real estate.

**(c)** Except as expressly provided herein, any joint tenancy severed pursuant to the terms of this section is and becomes a tenancy in common without rights of survivorship. Nothing contained in this section shall be construed to create the estate of tenancy by the entireties. Nothing contained in this section amends any statute relating to joint tenancy with rights of survivorship in personal property but affects only real estate. The provisions of this section must be liberally construed to carry out the intentions of the parties. This section supersedes any conflicting provisions of Section 62-2-804.

This Section sets out all of the ways in which a joint tenancy with rights of survivorship may be severed. The death of one of the tenants terminates the joint tenancy and automatically vests the entire interest of the deceased tenant in the other. A court of competent jurisdiction may sever the tenancy, whether in the context of a divorce action or an action in partition. Any of the joint tenants may freely convey his or her interest to the other.

There is absolutely no provision that would allow the unilateral action of one of the joint tenants to sever the tenancy and convey an interest to a third party. In fact, the Code is clear that property held in a joint tenancy may only be encumbered by the consent of all joint tenants. S.C. Code § 27-7-40(a)(iii). Although an “encumbrance” is usually read to mean a mortgage, there is no doubt but that an attempted sale of a portion of the property also creates an encumbrance. Furthermore, the Code itself clearly and unequivocally states that it “**MUST** be liberally construed to carry out the intentions of the parties.” S.C. Code § 27-7-40(c)(emphasis added). Since the property at issue was, at all relevant times prior to Ms. Perkins’ death, held as survivorship property, it may be presumed that the parties to the original deed intended it to pass to the survivor of them. Defendant intended such to be the case, and Ms. Perkins, who was unquestionably suffering from severe Alzheimer’s, could not have expressed any intent to the contrary.

Furthermore, if the taking out of a loan without the consent of the other joint tenant is impermissible under the law, it would seem obvious that the purported transfer of an even greater interest – of the total interest of one of the tenants – would also be impermissible. Defendant has been unable to locate any South Carolina cases dealing with the attempt by one joint tenant to convey the entirety of his interest to a third party. However, there are cases in which one joint tenant has attempted to mortgage his share without the consent of the other tenant; such mortgages are entirely invalid, and some courts have found that the recording of such a mortgage constitutes slander of title. *See, e.g., Solley v. Navy Fed. Credit Union, Inc.*, 397 S.C. 192, 723 S.E.2d 597 (App. 2012).

The Code is written in simple and plain language. It provides the exclusive means by which a joint tenancy with rights of survivorship may be severed. Other than the death of one



tenant, in which event the interest passes to the other as a matter of law, or the conveyance by one tenant to the other, there is no provision for severance that does not involve either the full consent of the other tenant, or an order by a court of competent jurisdiction. There is absolutely no provision whatsoever that would allow for the "sale" of the interest of only one of the joint tenants to a third party. The deed executed by Plaintiff to herself is completely invalid.

Sandra Perkins passed away during the last week of November, 2015. At that time, her interest in the real property in question automatically passed to Bradford Jeffcoat, by operation of law, pursuant to S.C. Code § 27-7-40(a)(i). The deed allegedly conveying the interest of Ms. Perkins to her daughter accomplished nothing, as the statutory scheme does not allow for the severance of a joint interest in these circumstances absent an order from a court of competent jurisdiction. Defendant is, therefore, entitled to summary judgment in his favor on the Complaint of the Plaintiff.

**C. Even if the Joint and Survivorship Interest Could Be Unilaterally Severed, Alabama Law Does Not Permit a Conservator to Transfer Property to Herself Without Court Approval.**

Plaintiff Vanessa Williams executed the deed at issue both as grantee and as grantor, in her capacity as Conservator and Guardian of Sandra Perkins. Even if, *arguendo*, the deed severing the joint and survivorship tenancy of Sandra Perkins and Brad Jeffcoat were valid under South Carolina, the Conservator of the Estate of Sandra Perkins lacks the authority under Alabama law to dispose of her real property.

Defendant herein does not concede that Ms. Perkins moved to Alabama voluntarily, or that she intended to make her home in Alabama such that an Alabama court would have had jurisdiction to appoint a Conservator or Guardian for her in the first instance. That is, however, not relevant, and the fact remains that it was done, and Plaintiff succeeded in having herself

appointed to those positions. The powers of a Conservator are set out in Section 26-2A-152 of the Code of Alabama, and that section enumerates those powers a Conservator may exercise with and without prior court authorization. Among those which she may, "as a fiduciary in efforts to accomplish the purpose of the appointment," exercise only with the prior authorization of the court, is to "[d]ispose of any real property, including land in another state..." Code of Ala. § 26-2A-152(d)(3).

Defendant has raised counterclaims, including one for breach of fiduciary duty, which are not addressed in the instant motion, and Defendant would respectfully ask that those counterclaims be addressed at a later date.<sup>2</sup> There is no question, however, that Plaintiff did not obtain the approval of the Probate Court of Baldwin County, Alabama, until approximately two months after the issuance of the deed purporting to convey Ms. Perkins' interest to herself.

On January 15, 2016, nearly two full months after Ms. Perkins passed away, that court issued an Order approving Plaintiff's conveyance of the real property in Charleston County. By the time that Order was issued, Ms. Perkins' interest had already passed, as a matter of law, to Defendant. Despite her appointment as Conservator of Ms. Perkins' estate, Plaintiff lacked the authority to convey any real property to anyone until the Order was issued; since there was no longer any real property in Ms. Perkins' name by the time of the Order, the Order itself is a nullity. The conveyance of real property was beyond the scope of the statutory authority of the Conservator at the time it was made, and is consequently void. Even if the joint and survivorship interest held by Ms. Perkins were capable of alienation unilaterally, the signature of the

---

<sup>2</sup> Defendant would note, however, that prior to the supposed "sale" of the property to herself, Plaintiff caused Alabama counsel to write a letter to Defendant asking if he would be willing to purchase the interest of Ms. Perkins in the property, as Ms. Perkins "needs as much financial assistance as possible." Disposing of the property for the sum of \$10.00 does not provide much in the way of financial assistance to the ward.

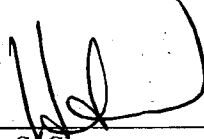
Conservator on the deed purporting to convey that interest is a nullity, and Defendant is entitled to summary judgment on Plaintiff's claim.

### CONCLUSION

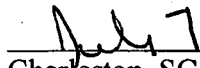
There are no disputed facts in this case. Plaintiff attempted to unilaterally sever a joint and survivorship tenancy, an act that cannot be accomplished without the order of a court of competent jurisdiction. Furthermore, her signature as Conservator of the Estate of Sandra Perkins is invalid to transfer real property, as she failed to obtain the approval of the Probate Court as required by Alabama law.

Defendant is entitled to summary judgment in his favor, and would respectfully request that the Court order that a new deed be issued showing that the entirety of the real property at issue in this action is held in his name alone.

Respectfully submitted,



Heather S. Shaw  
Attorney at Law  
Shaw Law Firm, LLC  
215 East Bay St., Ste. 203  
Charleston, SC 29401  
Phone: (843) 377-1686  
Fax: (843) 793-3143

 , 2016  
Charleston, SC

IN THE MATTER OF  
SANDRA P. PERKINS,  
an incapacitated person

\* IN THE PROBATE COURT OF  
\* THE COUNTY OF BALDWIN  
\* STATE OF ALABAMA

CASE NO. 32367

**ORDER**

This matter came on to be heard on the "Motion to Approve Transfer of Real Property" filed by VANESSA L. WILLIAMS, Court appointed Guardian and Conservator of Sandra P. Perkins, and the Court being of the opinion that said Motion should be granted, IT IS, THEREFORE,

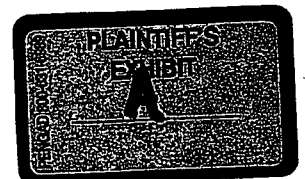
**ORDERED, ADJUDGED and DECREED** that pursuant to Code of Alabama, Sections 26-2A-152 (c) (1), the conveyance and transfer of all of Sandra P. Perkins' interest in that certain real property described below to Vanessa L. Williams, by Vanessa L. Williams acting as conservator of said Ms. Perkins, is hereby approved.

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as Lot #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

TMS No.: 355-09-00-108

**DONE AND ORDERED** this 15th day of January, 2016.

  
JUDGE OF PROBATE





BP0519167

# PGS:

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STATE OF SOUTH CAROLINA ) TITLE NOT EXAMINED BY CLAWSON & STAUBES, LLC  
 ) TITLE TO REAL ESTATE  
 COUNTY OF CHARLESTON )

KNOW ALL MEN BY THESE PRESENTS, that I, **Sandra P. Perkins**, for and in consideration of the sum of **Ten and 00/100 Dollars (\$10.00)** and love and affection to me in hand paid at and before the sealing of these presents by **Vanessa L. Williams**, in the State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do, subject to all covenants, restrictions and easements of record ("Exceptions"), grant, bargain, sell and release unto the said **Vanessa L. Williams**, her heirs and assigns, all of my one half undivided interest in and to the following described property, to-wit:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as Lot #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

BEING the same property conveyed to Bradford Q. Jeffcoat, Jr. and Sandra P. Perkins by deed of Bradford Q. Jeffcoat, Jr. dated July 1, 2000 and recorded February 6, 2001 in Book D364, at Page 107 in the RMC Office for Greenville County, South Carolina.

TMS# 355-09-00-108

Grantee's Address: 32183 Waterworks Ln  
Lillian, AL 36549

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, subject to the Exceptions, all and singular, the said premises before mentioned unto the said **Vanessa L. Williams**, her heirs and assigns forever a one half undivided interest.

AND, subject to the Exceptions, I do hereby bind myself and my heirs, personal representatives and administrators to warrant and forever defend, all and singular, the said premises unto the said **Vanessa L. Williams**, 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 16<sup>th</sup> day of November, 2015.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

SA  
(First Witness signs here)

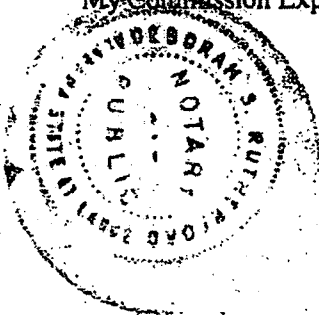
Angie R. Coward  
(Second Witness or Notary signs here)

Vanessa L. Williams (L.S.)  
Sandra P. Perkins, by Vanessa L. Williams,  
Guardian and Conservator of Sandra P. Perkins

STATE OF Alabama )  
COUNTY OF Baldwin )

THE foregoing instrument was acknowledged before me by Sandra P. Perkins, by Vanessa L. Williams, Guardian and Conservator of Sandra P. Perkins this 16<sup>th</sup> day of November, 2015.

Deborah S. Ruthford (L.S.)  
Notary Public for Alabama  
My Commission Expires: 8-19-17



Alabama  
STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )  
Baldwin

AFFIDAVIT

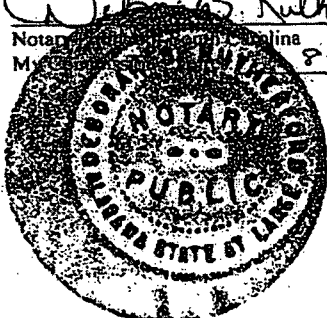
Date of Transfer of Title  
November 16, 2015

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Sandra P. Perkins to Vanessa L. Williams on November 16, 2015.
3. Check one of the following: **The DEED is**  
(a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.  
(b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.  
(c) ☒ EXEMPT from the deed recording fee because (exemptions #1)  
(Explanation, if required (transferring one half interests less than \$100.00)  
(If exempt, please skip items 4-6, and go to item 7 of this affidavit)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.  
(a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.  
(b) ☐ The fee is computed on the fair market value of the realty which is \$.  
(c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$.
5. Check YES ☐ or NO ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If yes, the amount of the outstanding balance of this lien or encumbrance is \$.
6. The DEED Recording Fee is computed as follows:  
(A) \$ the amount listed in item 4 above  
(b) \$ the amount listed in item 5 above (no amount place zero)  
(c) \$ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:  
Legal Representative.
8. Check if Property other than Real Property is being transferred to this Deed.  
(a) ☐ Mobile Home  
(b) ☐ Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of \_\_\_\_\_ deceased  
CASE NUMBER \_\_\_\_\_. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. In the Estate of \_\_\_\_\_ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me on this 16<sup>th</sup> day  
of November, 2015

Deborah S. Rutledge (L.S.)  
Notary Public, South Carolina  
My Comm. Expires 8-19-17



Vanessa L. Williams  
Legal Representative

Vanessa L. Williams  
Print Name

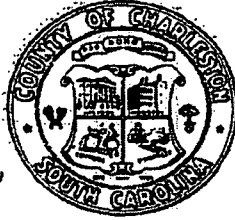
# RECORDER'S PAGE

NOTE: This page MUST remain  
with the original document

OK to file as per Co. atty Memo

Filed By: + Nick Sanders Atty

CLAWSON & STAUBES  
126 SEVEN FARMS DR.  
SUITE 200  
CHARLESTON SC 29492 (BOX)



## RECORDED

Date: November 24, 2015

Time: 8:58:08 AM

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Deed

Charlie Lybrand, Register  
Charleston County, SC

MAKER:

PERKINS SANDRA P

RECIPIENT:

WILLIAMS VANESSA L

Note:

# of Pages:

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|---------------|-----------------|
| Recording Fee | \$ 10.00        |
| State Fee     | <EXEMPT>        |
| County Fee    | <EXEMPT>        |
| Extra Pages   | \$ -            |
| Postage       | \$ -            |
| Chattel       | \$ -            |
| <b>TOTAL</b>  | <b>\$ 10.00</b> |

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AUDITOR STAMP HERE

RECEIVED From RMC

NOV 25 2015

Peter J. Tecklenburg  
Charleston County Auditor

PID VERIFIED BY ASSESSOR

ASTRJB

REP

DATE NOV 30 2015

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DRAWER  
CLERK

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CALDWELL WENZEL & ASTHANA, P.C.

*Enterprising Legal Solutions*

C. RANDALL CALDWELL  
DREW WENZEL  
DEEPTI ASTHANA

RCALDWELL@CALDWELLWENZEL.COM  
DWENZEL@CALDWELLWENZEL.COM  
DASTHANA@CALDWELLWENZEL.COM  
PHONE: (251) 948-2168  
FAX: (251) 948-2938

October 7, 2015

Bradford Jeffcoat  
1955 Old Fort Ave  
Charleston, SC 29414

**Re: Sandra P. Perkins**

Dear Mr. Jeffcoat,

The law firm of Caldwell Wenzel & Asthana, PC represents Vanessa Williams, the only child of Sandra P. Perkins. As you might already be aware, Ms. Perkins has developed a major cognitive disorder and accordingly on the 15th day of September, 2015, the Probate Court of Baldwin County found Ms. Perkins to be incapacitated and appointed Vanessa Williams as her Guardian and Conservator.

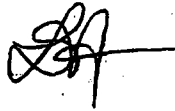
As her mother's Guardian and Conservator, and Power of Attorney, Ms. Williams has the full power and authority to act on Ms. Perkins' behalf. It is our understanding that you and Ms. Perkins own real property located at 1955 Old Fort Ave, Charleston, SC 29414 as tenants in common. Since Ms. Perkins is in poor health and needs as much financial assistance as possible, in good faith, would you be agreeable to either listing the house for sale or purchasing Ms. Perkins' interest in the house? If you are amenable to one of these options, please let us know at your earliest convenience.

Also, Ms. Williams would like to schedule a day(s) and time when she can come and take possession of her mother's vehicle (2008 Honda Civic LX), Ms. Perkins' personal belongings, furniture, and other personal property items. Please provide us with a few dates and times that would be convenient for you.

Additionally, if you are aware of any other property belonging to Ms. Perkins that is not mentioned above, we would greatly appreciate if you could provide us with such information.

I hope to hear from you by October 21, 2015 and look forward to working with you amicably. In the meantime, if I can answer any questions, please do not hesitate to reach me at (251) 948-2168.

Sincerely,

A handwritten signature in black ink, appearing to be 'Dee Asthana', with a horizontal line extending to the right.

Dee Asthana

## **Heather S. Shaw**

**Attorney At Law**

**215 East Bay Street, Suite 203  
Charleston, SC 29401**

**Telephone: (843) 377-1686  
Fax: (843) 793-3143  
heather@shawfamilylaw.com**

### **UNAVAILABLE DATES AND TIMES**

**As of July 29, 2016**

|                                                                       |                            |                             |               |
|-----------------------------------------------------------------------|----------------------------|-----------------------------|---------------|
| <b>Friday, July 29, 2016</b>                                          | <b>11:00 a.m.</b>          | <b>Final Hearing</b>        | <b>[DCFC]</b> |
| <b>Monday, August 1, 2016</b>                                         | <b>10:00 a.m.</b>          | <b>Temporary Hearing</b>    | <b>[DCFC]</b> |
| <b>Wednesday, August 3, 2016</b>                                      | <b>9:00 a.m.</b>           | <b>Temporary Hearing</b>    | <b>[CCFC]</b> |
|                                                                       | <b>11:00 a.m.</b>          | <b>Temporary Hearing</b>    | <b>[CCFC]</b> |
| <b>Friday, August 5, 2016 <u>THRU</u><br/>Friday, August 12, 2016</b> | <b>ORDER OF PROTECTION</b> |                             |               |
| <b>Wednesday, August 17, 2016</b>                                     | <b>9:30 a.m.</b>           | <b>½ day Mediation (SK)</b> | <b>[SLF]</b>  |
| <b>Monday, August 22, 2016</b>                                        | <b>9:30 a.m.</b>           | <b>Final Hearing</b>        | <b>[CCFC]</b> |
| <b>Tuesday, August 23, 2016</b>                                       | <b>2:00 p.m.</b>           | <b>(2) Final Hearings</b>   | <b>[DCFC]</b> |
| <b>Friday, September 2, 2016</b>                                      | <b>11:00 a.m.</b>          | <b>(2) Final Hearings</b>   | <b>[CCFC]</b> |
| <b>Friday, September 9, 2016</b>                                      | <b>12:00 p.m.</b>          | <b>½ day Deposition</b>     | <b>[DISL]</b> |
| <b>Friday, October 21, 2016</b>                                       | <b>ALL DAY</b>             | <b>Mediation</b>            | <b>[MTPL]</b> |
| <b>Monday, October 31, 2016</b>                                       | <b>ALL DAY</b>             | <b>TRIAL 'B'</b>            | <b>[CCFC]</b> |
| <b>Tuesday, November 1, 2016</b>                                      | <b>ALL DAY</b>             | <b>TRIAL 'B'</b>            | <b>[CCFC]</b> |
| <b>Wednesday, November 2, 2016</b>                                    | <b>ALL DAY</b>             | <b>TRIAL 'B'</b>            | <b>[CCFC]</b> |
| <b>Thursday, November 3, 2016</b>                                     | <b>ALL DAY</b>             | <b>TRIAL 'B'</b>            | <b>[CCFC]</b> |
| <b>Friday, November 4, 2016</b>                                       | <b>ALL DAY</b>             | <b>TRIAL 'B'</b>            | <b>[CCFC]</b> |
| <b>Monday, November 7, 2016</b>                                       | <b>ALL DAY</b>             | <b>TRIAL 'B'</b>            | <b>[CCFC]</b> |

**\*\* This list is only current as of the date and time noted below; to avoid a scheduling conflict, please call our office to confirm as new dates/times are added regularly.**

HEATHER S. SHAW  
Attorney At Law

510 Mill Street, Suite 2B  
Mt. Pleasant, South Carolina 29464

(843) 377-1686 Telephone  
(843) 793-3143 Facsimile

TO: Clerk of Court, Charleston County

Date: ~~7/14/2016~~ 8/1/16

RE: *Williams v. Jeffcoat*

Case No.: 2016-CP-10-6379

Please file the following attached documents in your office. Thank you for your assistance in this matter.

|               |                                                         |
|---------------|---------------------------------------------------------|
| <u>      </u> | AFFIDAVIT OF DEFAULT                                    |
| <u>      </u> | AFFIDAVIT/ACKNOWLEDGMENT OF SERVICE                     |
| <u>      </u> | ANSWER/ANSWER & COUNTERCLAIM                            |
| <u>      </u> | ANSWERS TO INTERROGATORIES                              |
| <u>      </u> | CERTIFICATE OF MAILING                                  |
| <u>      </u> | FINAL ORDER                                             |
| <u>      </u> | FINANCIAL DECLARATION                                   |
| <u>      </u> | HEARING REQUEST                                         |
| <u>  X  </u>  | MOTION/NOTICE OF MOTION                                 |
| <u>      </u> | MOTION FOR TEMPORARY RELIEF                             |
| <u>      </u> | ORDER                                                   |
| <u>      </u> | REPLY                                                   |
| <u>      </u> | SUMMONS & COMPLAINT                                     |
| <u>      </u> | TEMPORARY ORDER                                         |
| <u>      </u> | VERIFICATION                                            |
| <u>      </u> | OTHER: <u>1483</u>                                      |
| <u>  X  </u>  | CHECK # <del>2030</del> IN THE AMOUNT OF <u>\$25.00</u> |
| <u>  X  </u>  | STAMPED, SELF-ADDRESSED ENVELOPE                        |
| <u>  X  </u>  | UNAVAILABLE DATES                                       |

Sincerely,

Karen S. Berry

Paralegal to Heather S. Shaw

[karen@shawfamilylaw.com](mailto:karen@shawfamilylaw.com)

Enclosures: as stated (original + 1 copy(ies))

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )  
 )  
Vanessa Williams and Vanessa Williams, )  
as Conservator and Guardian of Sandra P )  
Perkins, )  
 )  
v. )  
 )  
Bradford Q. Jeffcoat, Jr. and Blue Heron )  
Builders, Inc. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-6379

**AFFIDAVIT OF DEFENDANT  
BRADFORD Q. JEFFCOAT, JR.  
IN SUPPORT OF MOTION FOR  
SUMMARY JUDGMENT**

**FILED**  
2016 AUG -3 PM 2:44  
J. ARMSTRONG  
CLERK OF COURT

I, Bradford Q. Jeffcoat, Jr., am a Defendant in this action. Sandra Perkins and I lived together for almost 20 years. During this time, I purchased a home, the property at issue in this action. I originally purchased the home in my name only, but subsequently transferred one-half interest in the property to Sandra, and we executed a new deed to the property as joint tenants with right of survivorship. Sometime after I purchased the home, and independent of the deed, Sandra executed a note to me because she wanted to contribute toward the home since we lived there together. Before executing the new deed, Sandra and I discussed at length that when one of us passed away, it was our wish and intent that the house would automatically go to the survivor, which is why we chose to do a joint tenancy with right of survivorship.

Sandra developed Alzheimer's disease and eventually had to quit her job due to increasing memory loss as a result of this disease. In Spring 2015, I asked her daughter, Plaintiff Vanessa Williams, if she could come to Charleston and help me take her mother to doctor's appointments, as I had to work. On June 16, 2015, while I was at work, Vanessa packed her mother's belongings and, instead of taking her to her doctor, she took Sandra to her home in Alabama without saying one word to me about her plans. She immediately filed an emergency motion in the Probate Court of Baldwin County, Alabama, alleging that her mother was

incompetent and seeking to have herself appointed as Guardian of her mother and Conservator of her mother's estate. That request was granted.

Sandra had never expressed to me any desire to leave our home or to move anywhere else, and especially not to move to Alabama. I was given no information about her whereabouts or condition after Vanessa absconded with her. I tried repeatedly to contact Sandra and Vanessa, but my calls were never answered, messages left were never returned, and letters I mailed were returned unclaimed. I had no knowledge that Vanessa had been appointed as Sandra's guardian or that she was trying to take half of the property, my home. I didn't even know Sandra had passed away until a mutual friend of Sandra's and mine mentioned it. I was only able to confirm this after my attorney's office began checking probate records in Alabama and found that Sandra's death certificate had been filed with the Baldwin County (AL) Probate office. I was quite upset that Vanessa not only wouldn't respond to my attempts to contact Sandra or her, but didn't even have the courtesy to let me know Sandra had died, considering her mother and I had been in a loving relationship and cared deeply for each other for so many years.

In early October 2015, I received a letter from an attorney in Alabama that Vanessa had retained. In the letter, the attorney informed me that Vanessa had been appointed as Sandra's Guardian and Conservator and asked if I would be agreeable to purchasing Sandra's interest in the house since Sandra needed "as much financial assistance as possible." I was speechless to say the least; pay for what I already owned?! The letter further stated that Vanessa wanted to come and pick up her mother's car, personal belongings, furniture and other personal property that she did not take when she absconded with Sandra to Alabama.

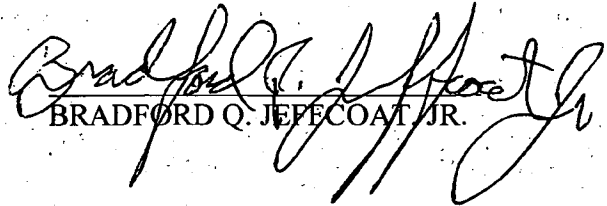
Shortly before Sandra's death on November 27, 2015, Vanessa came to Charleston, where she executed a new deed to Sandra's and my home. In her capacity as Conservator, she

signed on her mother's behalf, conveying Sandra's interest as a joint tenant to herself individually, for Ten Dollars (\$10.00) and love and affection. She has now filed this action, asking that the property be partitioned and sold in order to force me to pay her one-half of the value of the real estate. I do not believe the deed upon which she is suing is valid. As Sandra has since passed away, the entirety of the interest in the real estate has now vested in me, as the surviving joint tenant. While in Charleston, Vanessa made no attempt to contact me or come to my home to retrieve the remainder of Sandra's personal items or car, items that Vanessa may have been able to sell to generate funds since her attorney had stated such a great need for financial assistance to care for Sandra. For years following Sandra's diagnosis, I took care of her solely, with no physical or financial assistance from anyone. I loved Sandra and was happy to care for her. It was only when her condition digressed such that it became a safety concern for her to be alone while I was working or taking her to doctor appoints, that I finally had an in-home aide come to our home to be with Sandra when I was working. I ultimately decided to call Vanessa and ask if she would be able to come stay for a short time to help. Never in my wildest imagination did I think Vanessa would remove her mother from her own home and take her from the care of doctors who had been treating her and were most familiar with her illness. Prior to this time, Vanessa only saw her mother once or twice each year and this was usually when Sandra and I would go to visit her.

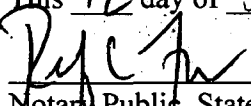
Neither Sandra nor I wanted the other to have any problems from our respective beneficiaries in regard to our home. What Vanessa is now doing is exactly what her mother did not want to happen, and what we worked diligently to avoid happening. Just as I would have never wanted any beneficiary(ies) of mine to attempt to put Sandra out of our/her home had I pre-deceased her, she also did not want any beneficiary(ies) of hers to try to take our/my home

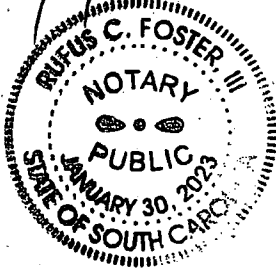
away from me. I respectfully ask that the Complaint of the Plaintiff be dismissed with prejudice, that the Court order that a new deed be prepared by the Office of the RMC of Charleston County reflecting that I own my home in its entirety as the surviving joint tenant, and that I be permitted to go forward on my counterclaim for Breach of Fiduciary Duty, Fraud and slander of title.

Respectfully submitted,

  
BRADFORD Q. JEFECOATE JR.

Sworn to and subscribed before me  
This 12 day of July, 2016

  
Notary Public, State of South Carolina  
My Commission expires: 01/30/2023





STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-06379

Vanessa Williams, Vanessa Williams, as  
Conservator and Guardian of Sandra P.  
Perkins, and Vanessa Williams, as  
Personal Representative of the Estate of  
Sandra P. Perkins,,

Plaintiffs,

vs.

Bradford Q. Jeffcoat, Jr., and Blue Heron  
Builders, LLC,

Defendants.

**AMENDED  
SUMMONS  
(Partition)  
(Conversion)  
(Non-Jury)**

JULIE J. ARMSTRONG  
CLERK OF COURT

2017 JAN 11 PM 1:17

FILED

**TO THE DEFENDANT(S) ABOVE NAMED:**

**YOU ARE HEREBY SUMMONED** and **REQUIRED** to answer the First Amended Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the First Amended Complaint on the subscriber at his office at 126 Seven Farms Drive, Suite 200, Charleston, South Carolina 29492, within thirty (30) days after the service thereof, except as to the United States of America who shall have sixty (60) days, exclusive of the day of such service. If you fail to answer the First Amended Complaint or otherwise appear and defend within the time aforesaid, Plaintiffs in this action will apply to the Court for the relief demanded in said Complaint.

CLAWSON and STAUBES, LLC

  
\_\_\_\_\_  
Christopher Staubes  
Bar No.: 10470  
126 Seven Farms Drive, Suite 200  
Charleston, South Carolina 29492-8144  
Phone: (843) 577-2026  
Fax: (843) 722-2867  
Email: cstaubes@clawsonandstaubes.com  
Attorney for Plaintiffs

January 10, 2017

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Vanessa Williams, Vanessa Williams, as  
Conservator and Guardian of Sandra P.  
Perkins, and Vanessa Williams, as  
Personal Representative of the Estate of  
Sandra P. Perkins,

Plaintiffs,

vs.

Bradford Q. Jeffcoat Jr., and Blue Heron  
Builders, LLC,

Defendant.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-06379

**FIRST AMENDED COMPLAINT**

(Partition)  
(Conversion)  
(Non-Jury)

2017 JAN 11 PM 1:17  
JULIE J. ARMSTRONG  
CLERK OF COURT

FILED

**COMES NOW**, the Plaintiffs, Vanessa Williams individually, as Conservator and Guardian of Sandra P. Perkins, and as Personal Representative of the Estate of Sandra P. Perkins, and file this First Amended Complaint to add Plaintiff, Vanessa Williams as Personal Representative of the Estate of Sandra P. Perkins as Plaintiff to each and every cause of action such that the Complaint now reads as follows:

**PARTIES AND JURISDICTION**

1. That Vanessa Williams is an individual resident of Baldwin County, Alabama and owns real property located in Charleston County, South Carolina, made the subject matter of this lawsuit.

2. That Sandra P. Perkins, now deceased, was an individual resident of Baldwin County, Alabama and at the time of her death, owned personal property located in Charleston County, South Carolina, made the subject matter of this lawsuit.

3. That Vanessa Williams, as Personal Representative of the Estate of Sandra P. Perkins, is the only child of Ms. Perkins, and has been appointed Personal

Representative of the Estate of Sandra P. Perkins by the Probate Court of Baldwin County, Alabama.

4. That for a certain duration of time, while Sandra P. Perkins was living, Vanessa Williams acted as Conservator and Guardian of Sandra P. Perkins. She was appointed Ms. Perkins' Guardian and Conservator by the Probate Court of Baldwin County, Alabama.

5. That the Defendant, Bradford Q. Jeffcoat, Jr., is, upon information and belief, an individual resident of Charleston County, South Carolina, and is neither an infant nor incompetent person and not in the military service.

6. That the Defendant, Blue Heron Builders, LLC, is, upon information and belief, a dissolved company that was authorized to do business in the State of South Carolina.

7. That the subject of this action is real property located at 1955 Old Fort Avenue in Charleston, South Carolina in Charleston County, South Carolina (the "Real Property"), and is more particularly described as follows:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as Lot #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

TMS No.: 355-09-00-108

8. The personal property made the subject matter of this lawsuit is located in Charleston County, South Carolina.

9. Jurisdiction and venue are proper and correct in this Court.

**FOR A FIRST CAUSE OF ACTION  
(Partition by Allotment or Sale)**

10. The Plaintiffs reallege the allegations of the preceding paragraphs as if fully restated herein.

11. The subject Real Property is currently owned by Defendant Bradford Q. Jeffcoat, Jr. and Vanessa Williams as tenants in common.

12. That Plaintiff Vanessa Williams intends to divest herself of her interest in and to the Real Property.

13. That Plaintiff has offered to sell her interest in the Real Property to Defendant Bradford Q. Jeffcoat, Jr., for fair market value, which offer Defendant declined.

14. That pursuant to S.C. Code Ann. §15-61-10 *et seq.*, partition is compellable between tenants in common and that this Honorable Court has jurisdiction to make partition by allotment to one or more of the parties or, in case partition by allotment cannot be fairly and impartially made and without injury to any of the parties in interest, by the sale of the subject Real Property and the division of the proceeds according to the rights of the parties.

15. That pursuant to S.C. Code Ann. §15-61-110, Plaintiff seeks her attorney's fees to be taxed as part of the costs of this action.

16. That the Defendant below named claims or may claim to have some interest in or lien upon the subject Real Property, or some part thereof, by virtue of the matters and things set forth below, but any such interest in or lien upon the said premises is junior and subordinate to Plaintiff's interest or does not attach to the property which is the subject of this action or has been paid in full and not satisfied of record. Said liens or interests are of record in the RMC/ROD Office or Clerk of Court's Office for Charleston County and are described as follows:

(a) The Defendant, Blue Heron Builders, LLC by virtue of a Mortgage from Bradford Q. Jeffcoat, Jr., to Blue Heron Builders, LLC, in the amount of \$74,500.00 Dollars, dated April 28, 2000 and recorded April 29, 2000 in the RMC/ROD Office for Charleston County in Book O346 at Page No. 432.

The Plaintiff is informed and believes that the above Mortgage is expired and was otherwise extinguished as a lien against the subject Real Property as a matter of law with last payment having been due April 28, 2001 and that the subject property has been paid for and is released from the above mortgage, but not released of record and that it does not constitute a lien against the subject property.

17. That there existed a Mortgage from Sandra P. Perkins, in the amount of \$43,550.00 Dollars, dated July 1, 2000 and recorded February 16, 2001 in the RMC/ROD Office for Charleston County in Book E364 at Page No. 21 to the Defendant, Bradford Q. Jeffcoat, Jr. That said Mortgage has been paid in full, that subject property has been paid for and is released of record from the above Mortgage and that said Mortgage does not constitute a lien against the subject Real Property. That, in conjunction with the payment and satisfaction of the Mortgage to Defendant Jeffcoat, in full, Plaintiff, Vanessa Williams, as Personal Representative of the Estate of Sandra P. Perkins may have made payment in excess to the full amount due and owing on said Mortgage and is entitled to reimbursement from Defendant or appropriate proceeds from the sale of the subject property for any overpayment.

**FOR A SECOND CAUSE OF ACTION**  
(Conversion)

18. The Plaintiffs reallege the allegations of the preceding paragraphs as if fully restated herein.

19. That Sandra P. Perkins is the rightful owner of certain items of personal property, including without limitation, furniture and apparel (collectively, "Personal Property") located at 1955 Old Fort Ave., Charleston, SC.

20. That, at all times relevant to this Complaint, Sandra P. Perkins maintained legal

title to the Personal Property.

21. That, upon information and belief, Defendant Bradford Q. Jeffcoat, Jr., has unauthorizedly assumed, converted, and exercised ownership over Sandra P. Perkins' personal property and retained said property without her, or Plaintiff's, consent or authorization.

22. That, upon information and belief, Defendant Bradford Q. Jeffcoat, Jr., has accomplished the conversion of the Personal Property by taking advantage of Sandra P. Perkins' compromised mental state and has done so in willful and conscious disregard to Sandra P. Perkins' legal rights as owner of said Personal Property and rightful recipient of any proceeds thereof.

23. As a direct and proximate result of Defendant Bradford Q. Jeffcoat, Jr.'s conversion of said Personal Property, Plaintiff, Vanessa Williams, as Personal Representative of the Estate of Sandra P. Perkins has incurred monetary damages in an amount to be determined by this Court and said Plaintiff is entitled to punitive damages.

**WHEREFORE**, having fully set forth its First Amended Complaint, the Plaintiffs pray that this Honorable Court inquire into the matters herein above alleged and grant relief unto the Plaintiffs in the following particulars, to-wit:

a. That the Court find that mortgage recorded April 28, 2000 in the RMC/ROD Office for Charleston County in Book O-346 at Page 432, is expired and was otherwise extinguished as a lien against the subject Real Property as a matter of law with last payment having been due April 28, 2001 and that the subject property has been paid for and is released from the above mortgage, and that it does not constitute a lien against the subject Real Property;

b. That the subject Real Property be partitioned between the Plaintiff Vanessa Williams and Defendant Bradford Q. Jeffcoat, Jr., either by allotment or order sale of the Real

Property and a division of the proceeds according to the rights of the parties hereto including apportionment to Plaintiff, Vanessa Williams, as Personal Representative of the Estate of Sandra P. Perkins of any overpayment made on the subject mortgage to Defendant Jeffcoat;

c. That Defendant Bradford Q. Jeffcoat, Jr., be ordered to relinquish possession of the above referenced Personal Property to Plaintiff, Vanessa Williams, as Personal Representative of the Estate of Sandra P. Perkins or in the alternative, that a money judgment be entered against said Defendant for the value of such property plus interest accruing since the time the Personal Property was converted;

d. For punitive damages arising out of Defendant's conversion of Personal Property;

e. That this Court grant unto Plaintiffs such compensation for attorney fees, court costs, and litigation expenses incurred by the Plaintiffs; and

f. That this Court grant unto Plaintiffs such other and further relief that the Court deems just and equitable.

CLAWSON AND STAUBES, LLC



**Christopher B. Staubes**

Bar No.: 10470

126 Seven Farms Drive, Suite 200

Charleston, South Carolina 29492-8144

Phone: (843) 577-2026

Email: [cstaubes@clawsonandstaubes.com](mailto:cstaubes@clawsonandstaubes.com)

Attorney for Plaintiffs

Charleston, South Carolina  
January 10, 2017

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Vanessa Williams, Vanessa Williams, as  
Conservator and Guardian of Sandra P.  
Perkins, and Vanessa Williams, as Personal  
Representative of the Estate of Sandra P.  
Perkins,

Plaintiffs,

vs.

Bradford Q. Jeffcoat Jr., and Blue Heron  
Builders, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-06379

**CERTIFICATE OF SERVICE**

I hereby certify that I have caused a copy of the filed *Amended Summons and First Amended Complaint* in this matter to be deposited in the United States mail with postage prepaid and affixed thereto, addressed as follows, on the following: 10th day of January, 2017.

Heather S. Shaw, Esq.  
Shaw Law Firm, LLC  
510 Mill St Ste 2B  
Mount Pleasant SC 29464-4483

Blue Heron Builders, LLC  
5220 Old Washington  
Hollywood, SC 29449

BY \_\_\_\_\_

2017 JAN 11 PM 1:17  
JULIE J. ARMSTRONG  
CLERK OF COURT

FILED

CLAWSON and STAUBES, LLC



Andrea E. Egan  
Paralegal for Chris Staubes  
126 Seven Farms Drive, Suite 200  
Charleston, SC 29492  
Telephone: (843) 577-2026  
Facsimile: (843) 722-2867  
Attorney for Plaintiff



STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Vanessa Williams, Vanessa Williams, as  
Conservator and Guardian of Sandra P.  
Perkins, and Vanessa Williams, as  
Personal Representative of the Estate of  
Sandra P. Perkins,

Plaintiffs,

vs.

Bradford Q. Jeffcoat Jr., and Blue Heron  
Builders, LLC,

Defendant.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-06379

**PLAINTIFFS' MOTION FOR PARTIAL  
SUMMARY JUDGMENT**

FILED  
2017 JAN 17 PM 2:35  
J. J. ARMSTRONG  
CLERK OF COURT

**COMES NOW**, the Plaintiffs, Vanessa Williams individually, as Conservator and Guardian of Sandra P. Perkins, and as Personal Representative of the Estate of Sandra P. Perkins, by and through undersigned counsel, and respectfully requests this Honorable Court to enter Partial Summary Judgment on all allegations made by Plaintiffs on Partition by Allotment or Sale, and in support thereof, shows as follows:

1. That there exists no genuine issue of material fact.
2. That Plaintiffs are entitled to judgment as a matter of law.

**BRIEF IN SUPPORT OF PLAINTIFFS' MOTION FOR PARTIAL SUMMARY**

**JUDGMENT**

**Facts**

Plaintiff, Vanessa Williams, is the daughter of Sandra Perkins. The Defendant, Bradford Q. Jeffcoat, Jr. and Ms. Perkins have been roommates for approximately fifteen (15) years. On April 28, 2000, Mr. Jeffcoat bought ownership in a residential

property in Charleston, South Carolina, more particularly described in the deed attached hereto as Exhibit "A". Shortly after his purchase, on July 1, 2000, Mr. Jeffcoat conveyed a half interest to Ms. Perkins in exchange for a mortgage in the amount of \$43,550.00. See Exhibits "B" and "C". It is undisputed that Ms. Perkins paid all of the principal and interest (at 7.5% fixed rate for 15 years) on the mortgage and that the mortgage has since been released. See Exhibit "D". Accordingly, on or about June 1, 2015, Ms. Perkins held an unencumbered estate in fee simple in the subject property with Mr. Jeffcoat as joint tenants with right of survivorship and not as tenants in common.

Prior to her death in November of 2015, Ms. Perkins suffered from advanced dementia. Her condition began to rapidly deteriorate in the summer of 2015 and after being informed by Mr. Jeffcoat of her mother's infirmities, Ms. Williams drove to Charleston in order to assess the situation. Upon observing her mother's condition and determining that, as Ms. Perkins' only child, she would be the most appropriate person to provide for her mother's care going forward, Ms. Williams left Charleston on or about June 16, 2015 and brought Ms. Perkins back to Alabama to live with her.

After consulting with legal counsel in Alabama, Ms. Williams decided that the best way to provide for her mother was to become her Guardian and Conservator. Correspondingly, Ms. Williams petitioned the Probate Court of Baldwin County and was issued permanent Letters of Guardianship/Conservatorship on September 15, 2015. See Exhibit "E".

Thereafter, as fiduciary, Ms. Williams owed a duty to manage the estate of her ward with the skill of a "prudent person dealing with the property of another." *Ala. Code* § 26-2A-145 (1975). Considering the wishes of her mother, the fact that her mother had

paid valuable consideration for her interest in the subject property, and that as conservator, she was required to retain and protect the assets of her mother and/or mother's estate by law, she consulted with the Law Firm of Clawson & Staubes LLC in South Carolina. Based on the advice of Clawson & Staubes LLC, Ms. Williams, as conservator, decided to pursue a partition action on behalf of Ms. Perkins against Mr. Jeffcoat.

In early November 2015, while Clawson & Staubes LLC was working on drafting the complaint for this partition action, Ms. Williams received the unfortunate news that her mother's health had suddenly taken a turn for the worse, and death was imminent. Given that the subject property was still in the names of Ms. Perkins and Mr. Jeffcoat and held as joint tenants with right of survivorship, the death of Ms. Perkins would result in Mr. Jeffcoat being the sole owner of said property. As a result, Ms. Williams upon advice of counsel, decided that the best way to fulfil her duties was to sever her mother's joint tenancy and then pursue partition.

Accordingly, pursuant to the advice of her Alabama and South Carolina counsel, Ms. Williams conveyed Ms. Perkins' interest in the subject property to herself on November 16, 2015, severing the joint tenancy and creating a tenancy in common with Mr. Jeffcoat. See Exhibit "F". Ms. Perkins died on November 27, 2015. In conveying the subject property to herself, Ms. Williams acted in the only way possible to retain the asset on behalf of Ms. Perkins' estate until determining its ultimate disposition. She took this action in accordance with *Ala. Code* § 26-2A-152(c)1 (1975). The conveyance was approved by order of the Probate Court of Baldwin County on January 15, 2016 while applying *Ala. Code* § 26-2A-152(c)1 (1975). See Exhibit "G".

The November 16, 2015 deed conveying Ms. Perkins' interest to Ms. Williams did not require court approval because it was not a disposition for cash or credit, and was done in order to hold, maintain, and preserve assets of Ms. Perkins' estate. The legal title was conveyed to Ms. Williams acting as agent for Ms. Perkins' estate and with said estate's best interests in mind. See Affidavit of Leslie T. Fields, Esq. attached hereto as Exhibit "H". Given Ms. Perkins' rapidly declining health in the late summer and early fall of 2015 it would have been imprudent for Ms. Williams to allow the property to remain in the joint tenancy.

Having severed the joint tenancy with Mr. Jeffcoat by destroying the unity of time, Ms. Williams then sought judicial partition pursuant to S.C. Code Ann. § 15-61-10 *et seq* (1986), by complaint filed in this Honorable Court on November 23, 2015. Mr. Jeffcoat disputes the legitimacy of the actions taken by Ms. Williams as contrary to Alabama and South Carolina Law.

### Issues

There is no genuine issue of material fact presented by the evidence. The issues before the Court are twofold:

1. Whether a unilateral conveyance by one tenant who holds property with another tenant as joint tenants with right of survivorship to a third party effectively severs the joint tenancy and creates a tenancy in common?
2. Whether under Alabama law, a conservator may convey real property of her ward, without prior court approval, pending its ultimate disposition?

### **Standard of Review**

Summary Judgment is governed by Rule 56(c), SCRCP." *Turner v. Milliman*, 392 S.C. 116, 121-22, 708 S.E.2d 766, 769 (2011). "Summary judgment is appropriate when the pleadings, depositions, affidavits, and discovery on file show there is no genuine issue of material fact such that the moving party must prevail as a matter of law." *Id.* at 122, 708 S.E.2d at 769; see also Rule 56(c), SCRCP. "To determine whether any triable issues of fact exist, the reviewing court must consider the evidence and all reasonable inferences in the light most favorable to the non-moving party." *McLaughlin v. Williams*, 379 S.C. 451, 455-56, 665 S.E.2d 667, 670 (Ct.App.2008). To withstand a motion for summary judgment in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence. *Hancock v. Mid-South Mgmt. Co., Inc.*, 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009).

The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact." *Miller v. Blumenthal Mills, Inc.*, 365 S.C. 204, 220, 616 S.E.2d 722, 730 (Ct.App.2005). "Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, ... the nonmoving party must come forward with specific facts showing there is a genuine issue for trial." *Id.*

### **Law and Analysis**

1. A joint tenancy with right of survivorship is severed by a tenant's conveyance of property interest to a third party.

S.C. Code Ann. § 27-7-40 (1986) provides several non-exclusive mechanisms by

which a joint tenancy with right of survivorship may be created and severed in South Carolina. Section 27-7-40 in its entirety states:

(a) In addition to any other methods for the creation of a joint tenancy in real estate which may exist by law, whenever any deed of conveyance of real estate contains the names of the grantees followed by the words "as joint tenants with rights of survivorship, and not as tenants in common" the creation of a joint tenancy with rights of survivorship in the real estate is conclusively deemed to have been created. This joint tenancy includes, and is limited to, the following incidents of ownership:

(i) In the event of the death of a joint tenant, and in the event only one other joint tenant in the joint tenancy survives, the entire interest of the deceased joint tenant in the real estate vests in the surviving joint tenant, who is vested with the entire interest in the real estate owned by the joint tenants.

(ii) In the event of the death of a joint tenant survived by more than one joint tenant in the real estate, the entire interest of the deceased joint tenant vests equally in the surviving joint tenants who continue to own the entire interest owned by them as joint tenants with right of survivorship.

(iii) The fee interest in real estate held in joint tenancy may not be encumbered by a joint tenant acting alone without the joinder of the other joint tenant or tenants in the encumbrance.

(iv) If all the joint tenants who own real estate held in joint tenancy join in an encumbrance, the interest in the real estate is effectively encumbered to a third party or parties.

(v) If real estate is owned by only two joint tenants, a conveyance by one joint tenant to the other joint tenant terminates the joint tenancy and conveys the fee in the real estate to the other joint tenant.

(vi) If real estate is owned by more than two joint tenants, a conveyance by one joint tenant to all the other joint tenants therein conveys his interest therein equally to the other joint tenants who continue to own the real estate as joint tenants with right of survivorship.

(vii) Any joint tenancy in real estate held by a husband and wife with no other joint tenants is severed upon the filing of an order or decree dissolving their marriage and vests the interest in both the parties as tenants in common, unless an order or decree of a court of competent jurisdiction otherwise provides.

(viii) The interest of any joint tenant in a joint tenancy in real estate sold or conveyed by a court of competent jurisdiction where otherwise permitted by law severs the joint tenancy, unless the order or decree of such court otherwise provides and vests title in the parties as tenants in common.

(ix) If real estate is owned by two or more joint tenants, a conveyance by all the joint tenants to themselves as tenants in common severs the

joint tenancy and conveys the fee in the real estate to these individuals as tenants in common.

(b) The surviving joint tenant or tenants may, following the death of a joint tenant, file with the Register of Deeds of the county in which the real estate is located a certified copy of the certificate of death of the deceased joint tenant. The fee to be paid to the Register of Deeds for this filing is the same as the fee for the deed of conveyance. The Register of Deeds must index the certificate of death under the name of the deceased joint tenant in the grantor deed index of that office. The filing of the certificate of death is conclusive that the joint tenant is deceased and that the interest of the deceased joint tenant has vested by operation of law in the surviving joint tenant or tenants in the joint tenancy in real estate.

(c) Except as expressly provided herein, any joint tenancy severed pursuant to the terms of this section is and becomes a tenancy in common without rights of survivorship. Nothing contained in this section shall be construed to create the estate of tenancy by the entireties. Nothing contained in this section amends any statute relating to joint tenancy with rights of survivorship in personal property but affects only real estate. The provisions of this section must be liberally construed to carry out the intentions of the parties. This section supersedes any conflicting provisions of Section 62-2-804.

The most important words in this statute with respect to the facts of the case at bar are contained in the very first clause: "[i]n addition to any other methods for the creation of a joint tenancy in real estate which may exist by law". The statute plainly envisages that there are other ways to create a joint tenancy in South Carolina. Furthermore, S.C. Code Ann. § 62-2-804(a) (1986) clearly states that the statute is not the only mechanism by which a joint tenancy in real estate may exist by law. Accordingly, statutory creation of a joint tenancy is not exclusive and common law rules for the creation of a joint tenancy are still recognized. The Court of Appeals affirmed this rule in *Estate of Sherman ex rel. Maddock v. Estate of Sherman ex rel. Snodgrass*, 359 S.C. 407 (Ct. App. 2004), opining:

Appellant asserts that, at most, Rosemary's 1985 deed created a tenancy in common. "The common law method of creating a joint tenancy requires a conveyance to have four unities: unity of interest, unity of title, unity of time, and unity of possession." *Smith v. Rucker*, 357 S.C. 532, 593 S.E.2d 497, 499 (Ct. App. 2004) (citing *Jenkins v. Jenkins*, 8 S.C.L. (1 Mill

Const.) 48, 52 (1817)).

Therefore, a joint tenancy with right of survivorship is established where the grant or devise conveys unity of title, unity of interest, and unity of possession to two or more tenants at the same time.

By implication, statutory severance is likewise not the exclusive mechanism for destroying a joint tenancy. The common law rules for severance still apply and the destruction of one of the required unities of title destroys the joint tenancy and renders property holders "tenants in common." This is the law in South Carolina as well as many other states.<sup>1</sup> In *Smith v. Cutler*, 623 S.E.2d 644 at 647 (S.C. 2005), Chief Justice Toal held that in South Carolina, "unlike a tenancy in common with a right of survivorship, a joint tenancy with a right of survivorship is capable of being defeated by the unilateral act of one joint tenant."

Applying the law to the facts of the case at bar results in a tenancy in common with the Plaintiff, Ms. Williams and the Defendant Mr. Jeffcoat each holding a one-half interest in the subject property. The subject property was conveyed from Ms. Perkins, who held a joint survivorship interest with Mr. Jeffcoat, to Ms. Williams on November 16, 2015. This conveyance severed the unity of time requirement with respect to the new tenancy, which in turn severed the joint tenancy with right of survivorship. The Supreme

<sup>1</sup> *Nunn v. Keith*, 289 Ala. 518 (1972); *Smith v. Kofstad*, 206 P.3d 441 (Alaska 2009); *Estate of England*, 233 Cal.App.3d 1 (1991); *Alexander v. Boyer*, 253 Md. 511 (Md. 1969); *Matter of Estate of Bates*, 492 N.W.2d 704 (Iowa App. 1992); *Harmes v. Sprague*, 105 Ill.2d 215 (Ill. 1984); *Home Trust Mercantile Bank v. Staggs*, 714 S.W.2d 792 (Mo.App. E.D. 1986); *Smith v. Tang*, 100 Ariz. 196 (1996); *Reicherter v. McCauley*, 47 Kan.App.2d 968 (Kan.App. 2012); *Estate of Knickerbocker, In re*, 912 P.2d 969 (Utah 1996); *Estate of Gullede*, 673 A.2d 1278 (D.C. 1996); *Marchel v. Estate of Marchel*, 349 Wis.2d 707 (Wis.App. 2013); *Hoover v. El Paso Nat. Bank*, 498 S.W.2d 276 (Tex.Civ.App. —El Paso 1973); *Ianotti v. Ciccio*, 219 Conn. 36 (Conn. 1991); *Edwin Smith LLC v. Synergy Operating LLC*, 2012-NMSC-034 (N.M. 2012); *Johnson v. Gray*, 533 N.W.2d 57 (Minn.App. 1995); *Valdez v. Occupants of 3908 SW 24<sup>th</sup> Street*, 270 P.3d 143 (Okla. 2011); *Williamson v. Williamson*, 157 A.2d 110 (R.I. 1960); *Lyon v. Lyon*, 100 Wn.2d 409 (Wash. 1983); *In re Estate of Bernecker*, 654 A.2d 246 (Pa.Cmwlth. 1995); *Foucart v. Paul*, 516 So.2d 1035 (Fla.App. 5 Dist. 1987); *Taylor v. Canterbury*, 92 P.3d 961 (Colo. 2004); *Shockly v. Halbig*, 75 A.2d 512 (Del.Ch. 1950); *Halleck v. Halleck*, 216 Or. 23 (Or. 1959);



Court in *Smith v. Cutler* spells out exactly what language to include in the granting clause and habendum clause of a deed to create an indestructible tenancy in common:

"[w]e hold that the use of the phrase "for and during their joint lives and upon the death of either of them, then to the survivor of them" indicates an intention of the parties to share a tenancy in common for life, with cross remainders for life, with remainder in fee to the ultimate survivor." 366 S.C. at 551, 623 S.E.2d at 647.

Had Ms. Perkins and Mr. Jeffcoat chosen the above language, then the conveyance by Ms. Perkins to Ms. Williams would have failed. Having opted instead for joint tenancy with right of survivorship, the parties contemplated the fact that either party may sever the joint tenancy by conveyance to a third party.

The Defendant has also attempted to rely on S.C. Code Ann. § 27-7-40(a)iii (1986) which provides that a joint tenancy may only be encumbered by the consent of all joint tenants. In so doing, the Defendant attempts to conflate ownership interests with encumbrances. Conveyance of ownership in property is not an encumbrance. Encumbrances and ownership rights are mutually exclusive and the fact that the legislature specifically excluded "ownership interests" from the definition of encumbrance under the South Carolina Code, is dispositive of the issue.

In South Carolina, encumbrance with respect to real estate is defined as any property interest that is not an ownership interest.<sup>2</sup> As the Defendant has rightly pointed out, there is no case in South Carolina that holds otherwise. Encumbrances lessen the property value because the lien, mortgage, or other attachment can be satisfied to the detriment of the non-consenting party. An outright unilateral conveyance perhaps results in an unwanted partner, but in no way lessens the value to the other tenant, who

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<sup>2</sup> S.C. Code Ann § 36-9-102 (32) "Encumbrance" means a right, other than an ownership interest, in real property. The term includes mortgages and other liens on real property; Black's Law Dictionary (10th ed. 2014), encumbrance;

would still be entitled to the full value of the interest held in the property unencumbered. South Carolina law even recognizes that a joint tenant or tenant in common may force a partition of real property without requiring consent of all the parties.<sup>3</sup> The statutes would appear to be in conflict if a conveyance were to be viewed as synonymous with encumbrance.

2. Alabama Law permits a conservator to collect, hold and retain property without prior Court approval.

Defendant argues that Alabama Law does not permit a conservator to transfer property to herself without prior Court approval. This is an incorrect interpretation with respect to the facts of this case. *Code of Alabama* § 26-2A-152(d)(3) (1975) proscribes the disposal of real property for cash or credit. The Plaintiff, by contrast, sought to protect a valuable asset of Ms. Perkins' estate by conveying it to herself as fiduciary. As fiduciary, Ms. Williams owed a duty to manage the estate of her ward with the skill of a "prudent person dealing with the property of another." *Ala. Code* § 26-2A-145 (1975). Considering the wishes of her mother, the fact that her mother had paid valuable consideration for her interest in the subject property, and the fact that as conservator, she was required by law to retain and protect the assets of her mother and/or mother's estate, Ms. Williams consulted with legal counsel in Alabama and South Carolina in order to determine how to sever the joint tenancy.

Without the conveyance, a valuable asset of her ward's estate would have been lost to the survivorship clause in the July 1, 2000 deed in contradiction of Ms. Williams' duties under Alabama law. Furthermore, the conveyance was subsequently approved under *Ala. Code* § 26-2A-152(c)(1) by the Judge of Probate in Baldwin County,

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<sup>3</sup> S.C. Code Ann. § 15-61-10 *et seq.*

Alabama. See Exhibit "G". Section 26-2A-152(c)(1) provides that a conservator may act without prior court authorization to:

**Collect, hold, and retain assets of the estate including land in another state and stocks of private corporations, until determining that disposition of the assets should be made, and the assets may be retained even though they include an asset in which the conservator is personally interested.**

Thus, it is appropriate and permissible for a conservator to hold property in her own name in order to determine the final disposition of said property. The statute manifestly provides for conservators to act in the very manner that Ms. Williams did in this scenario, just as her ward could have done had she the mental capacity to do so. It is likewise impossible for this statute to have any meaning with respect to land if it does not allow for conveyances as it is futile to attempt a transfer of property without a deed.

Moreover, the Plaintiff has consulted with an Elder Law expert in Alabama that agrees with the foregoing analysis. Leslie T. Fields, Esquire states unequivocally in her attached affidavit that the actions of Ms. Williams were lawful, and that the Defendant's attempt to conflate the conveyance as a sale or disposition of the real property interest for cash or credit is misguided. See Exhibit "H".

### **Conclusion**

South Carolina law, like the majority of states, recognizes the common law creation of a joint tenancy provided that the four unities of title are present. It logically must follow and that such a tenancy can be destroyed by the unilateral act of one tenant by conveying its interest to a third party. The common law in South Carolina harmoniously agrees with this analysis. Consequently, Ms. Perkins' conveyance to her daughter Ms. Williams severed the joint tenancy with right of survivorship and resulted

in a tenancy in common with Mr. Jeffcoat, which is subject to partition under South Carolina statute.

Moreover, Alabama law is clear that a conservator may hold property in its own name in order to preserve assets of the ward's estate. This is allowed even if the property in question concerns land in another state. The only way to hold property in land is through a deed of conveyance. In this case, Ms. Williams followed the statute perfectly to achieve this result.

WHEREFORE, the premises considered, Plaintiff prays that this Honorable Court enter an Order to partition the subject real property between Plaintiff Vanessa Williams and Defendant Bradford Q. Jeffcoat, Jr. either by allotment or order sale of the real property and a division of the proceeds according to the rights of the parties hereto..

Respectfully submitted,

CLAWSON AND STAUBES, LLC



**Christopher Staubes**

Bar No.: 10470

126 Seven Farms Drive, Suite 200

Charleston, South Carolina 29492-8144

Phone: (843) 577-2026

Email: cstaubes@clawsonandstaubes.com

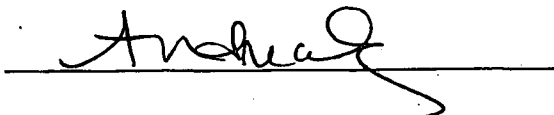
Attorney for Plaintiffs

Charleston, South Carolina

January 12, 2017

#### CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing pleading has been served upon opposing counsel on the 12<sup>th</sup> day of January, 2017 via:



BK N 346PG023

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

WHEREAS, it was unanimously resolved that the undersigned Officer(s) or Partner(s) convey the hereinafter described property to the below named Grantee(s) for the consideration expressed below.

DEED

KNOW ALL MEN BY THESE PRESENTS, That JANE L DENNIS D/B/A BLUE HERON CO., (hereinafter called "Grantor"), for and in consideration of the sum of ONE HUNDRED FORTY NINE THOUSAND FIVE HUNDRED AND NO/100 (\$149,500.00) DOLLARS, to it in hand paid at and before the sealing of these presents by BRADFORD Q JEFFCOAT, JR. (hereinafter called "Grantee") in the State aforesaid, (the receipt of which is hereby acknowledged), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee(s), his successors and assign(s) forever,

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as LOT #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G Pennington, R.L.S., and recorded in the RMC Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

THIS Conveyance is made SUBJECT to any and all restrictions, easements and/or rights-of-way affecting the above-described property as recorded in the RMC Office for Charleston County, South Carolina.

BEING a portion of the property conveyed to the Grantor herein by deed of Lee Belle Murray dated 3/26/98 and recorded in Book T299, Page 843 in the RMC Office for Charleston County.

TMS# 355-09-00-108

GRANTEES ADDRESS: 2151 Pinhurst Ave CHAS SC. 28412



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 Grantee(s) hereinabove named, and Grantee(s) Heirs and Assigns forever.

And the Grantor(s) do(es) hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the Grantee(s) hereinabove named, and the Grantee's Successors and Assigns against itself and its successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference in this instrument to the plural shall include the singular, and vice versa. Any reference to one gender shall include the others; including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and by its undersigned Officer(s) or Partner(s) and its seal to be hereto affixed.

DATE: April 28, 2000

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

*[Signature]*  
*[Signature]*

JANE L DENNIS D/B/A BLUE  
HERON CO.

By *[Signature]*  
its  
Her Atty. in fact

BK N 346PG025

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by the within  
Officer(s)/Partner(s) this 28 day of April, 2000.

  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 2/17/09

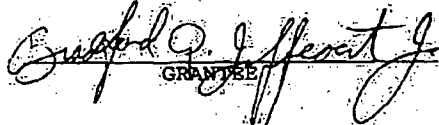
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STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

AFFIDAVIT

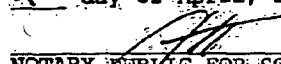
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The Property was transferred by JANE L DENNIS D/B/A BLUE HERON CO., to BRADFORD Q JEFFCOAT, JR. on April 28, 2000.
3. The Deed is:  
a. ~~XXXX~~ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or month's worth.
4. Check one of the following if either item 3a or item 3b above has been checked.  
a. ~~XXXX~~ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$149,500.00.
5. Check YES ☐ or NO ~~XXXX~~ to the following:  
A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer.
6. The DEED recording fee is computed as follows:  
a. \$149,500.00 the amount listed in item 4 above.  
b. -0- the amount listed in 5 above (no amount place 0)  
c. \$149,500.00 Subtract line 6b from Line 6a and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:  
Grantee
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

  
GRANTEE

BRADFORD Q JEFFCOAT, JR.  
PRINT OR TYPE NAME HERE

SWORN to before me this  
28 day of April, 2000.

  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 2/17/09



C. J. Menos

2nd  
LIV

BK N 346PG027

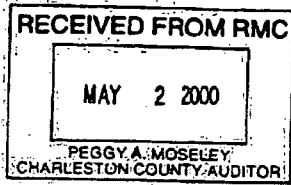
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N346-23

2000 APR 28 PM 12:15

CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

|           |          |
|-----------|----------|
| RECEIVING |          |
| Fee       | 10.00    |
| State     | 398.70   |
| County    | 164.45   |
| TOTAL     | 563.15 B |



AKD 364PG107

This Instrument Prepared By (but no title search performed):  
And to Be Returned to:  
Elaine H. Fowler  
Turner, Padgett, Graham & Laney, P.A.  
Post Office Box 22129  
Charleston, SC 29413-2129

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

**GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, That Bradford Q. Jeffcoat, Jr. (hereinafter whether singular or plural, "GRANTOR"), in the State aforesaid, for and in consideration of the sum of Five and 00/100 Dollars (\$5.00) and other valuable consideration, to GRANTOR in hand paid at and before the sealing and delivery of these presents by Bradford Q. Jeffcoat, Jr. and Sandra P. Perkins, jointly with right of survivorship, and not as tenants in common (hereinafter collectively referred to as "GRANTEE"), 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 GRANTEE the following described property (the "Property"):

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as LOT #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

THIS conveyance is made SUBJECT to any and all restrictions, easements and/or rights-of-way affecting the above-described property as recorded in the ROD Office for Charleston County, South Carolina.

Derivation: The foregoing property being the same property conveyed to the Grantor by Jane L. Dennis d/b/a Blue Heron Co., by deed dated April 28, 2000 and recorded in the Office of the Register of Deeds for Charleston County on April 28, 2000 in Deed Book N346 at Page 023.

TMS#: 355-09-00-108

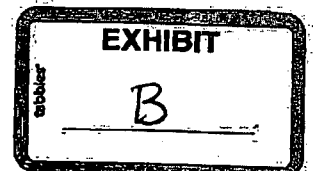
GRANTEE'S ADDRESS: 1955 Old Fort Avenue  
Charleston, South Carolina 29414

This conveyance is made subject to all obligations, restrictions, limitations, covenants and easements of record and governmental ordinances and regulations affecting the Property.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

H:\EHF\Jeffcoat-Perkins\deed

DEF026



TO HAVE AND TO HOLD, all and singular the premises before mentioned, unto the said GRANTEE, its successors and assigns forever.

And the GRANTOR hereby binds GRANTOR and GRANTOR'S Heirs and Personal Representatives to warrant and forever defend all and singular the said premises unto the said GRANTEE and GRANTEE'S successors and assigns against GRANTOR and GRANTOR'S Heirs, and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS GRANTOR'S Hand and Seal, as of the 1st day of July, 2000.

Signed, Sealed and Delivered  
In The Presence of:

Clair H. Fowler  
Mary C. Zehner

Bradford Q. Jeffcoat, Jr.  
Bradford Q. Jeffcoat, Jr.

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

I, a Notary Public, within and for the State and County aforesaid do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County and was executed and acknowledged by Bradford Q. Jeffcoat, Jr., Grantor, to be the free and voluntary act and deed of the Grantor.

WITNESS my signature as of the 1st day of July, 2000.

Clair H. Fowler  
Notary Public for South Carolina  
My Commission Expires: 10/31/06

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

AFFIDAVIT

Date of Transfer of Title  
(Closing Date) July 1st, 2000

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by BRADFORD Q. JEFFCOAT, JR. to BRADFORD Q. JEFFCOAT, JR. and SANDRA P. PERKINS, jointly with right of survivorship, and not as tenants in common, on July 1st, 2000.
3. Check one of the following: *The DEED is*
  - (a) XX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (c) \_\_\_\_\_ EXEMPT from the deed recording fee because (exemption# \_\_\_\_\_)  
(Explanation if required)  
(If exempt, please skip items 4-6 and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$74,750.00.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_.
5. Check YES \_\_\_\_\_ or NO XX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_.
6. The DEED Recording Fee is computed as follows:
  - (a) \$74,750.00 the amount listed in item 4 above
  - (b) -0- the amount listed in item 5 above (no amount place zero)
  - (c) \$74,750.00 subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me as of the 1st  
day of July, 2000.

Janie H. Fowler

Notary Public for South Carolina

My Commission Expires: 10/31/06

Grantor, Grantee, or Legal Representative  
connected with this transaction

Bradford Q. Jeffcoat Jr.  
Print or Type Name here

H:\EHF\Jeffcoat-Perkins\Charleston Affidavit

DEF028

Turner Padgett, Graham

BKD 364PG110

P.O. Box 22129

Char SC 29413

CAA  
A

|              |         |
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| TMS VERIFIED |         |
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CHARLIE CHAND  
REGISTER  
CHARLESTON COUNTY SC

Recording Fee 10.00

State Fee 195.00

County Fee 82.50

Postage

TOTAL 287.50 B

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| RECEIVED FROM RMC                             |
| FEB 21 2001                                   |
| PEGGY A. MOSELEY<br>CHARLESTON COUNTY AUDITOR |

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

MORTGAGE

THIS MORTGAGE, given as of the 1st day of July, 2000, by Sandra P. Perkins ("Mortgagor"), whose address is 1955 Old Fort Avenue, Charleston, South Carolina 29414 and Bradford Q. Jeffcoat, Jr. ("Mortgagee") whose address is 1955 Old Fort Avenue, Charleston, South Carolina 29414.

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of \$43,550.00, together with interest thereon, as evidenced by that certain Promissory Note of even date herewith, executed by Mortgagor and delivered to Mortgagee, the final payment of which is due on demand, but not later than June 1, 2015, as provided therein (the "Note"), which by reference is made a part hereof to the same extent as though set out in full herein; and

WHEREAS, Mortgagor has agreed to give to Mortgagee this Mortgage to secure the payment of the indebtedness secured by the Note;

NOW, THEREFORE, to secure the performance and observance by Mortgagor of all covenants and conditions in the Note (and in any renewal, extension or modification thereof) and in this Mortgage, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys' fees; Mortgagor does hereby grant, bargain, convey, mortgage, unto Mortgagee and Mortgagee's heirs, successors and assigns forever, all right, title and interest of Mortgagor in and to the following property, together with any improvements or fixtures located thereon, and any easements appurtenant to said property (the "Mortgaged Property"):

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee and Mortgagee's heirs, successors and assigns, to its own proper use and benefit forever, subject, however, to the terms and conditions herein;

PROVIDED, HOWEVER, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee all the principal and interest payable under the Note, at the times and in the manner stipulated therein, herein, and in all other instrument securing the Note, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and shall keep, perform and observe all the covenants and promises in the Note, and any renewals, extensions or modifications thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed thereunder, then this Mortgage, and all the properties, interest and rights hereby granted, conveyed and assigned shall cease and be void; but it shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with Mortgagee as follows:

H:\AEHF\Jeffcoat-Perkins\Mortgage



ARTICLE ONE

COVENANTS OF MORTGAGOR

1.01 Performance of Note, Mortgage, Etc. Mortgagor shall perform, observe and comply with all provisions hereof, of the Note and of every other instrument securing the Note, and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of the Mortgage and of every other instrument securing the Note when payment shall become due, all without deduction or credit for taxes or other similar charges paid by the Mortgagor.

1.02 Warranty of Title. Mortgagor covenants and warrants that it is seized of an indefeasible estate in fee simple in the Mortgaged Property and has good right, full power and lawful authority to convey, mortgage and encumber the same as provided herein; that Mortgagee may at all times peaceably and quietly enter upon, hold, occupy and enjoy the land and real property hereby mortgaged and every part thereof; that the Mortgaged Property is free and clear of all liens, security interests, charges and encumbrances whatsoever, except for the lien for property taxes not yet due and payable and those permitted encumbrances, if any, listed on the title insurance policy issued to Mortgagee upon his acquisition of the Mortgaged Property. Mortgagor fully warrants the title to the Mortgaged Property, and will forever defend the same against the claims of all persons whomsoever, except Mortgagee or persons claiming through him.

1.03 Zoning and Environmental Laws. Mortgagor covenants and warrants that all applicable zoning laws, ordinances and regulations affecting the Mortgaged Property permit the use and occupancy of the Improvements for the intended purposes and further covenants and warrants that it will comply with all environmental and ecological laws, ordinances and regulations affecting the Mortgaged Property.

1.04 Taxes, Assessments and Liens.

(a) Mortgagor shall pay or bond promptly, when and as due, and shall promptly exhibit to Mortgagee receipts for the payment of all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations and encumbrances of every kind whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgage or the indebtedness or other sums secured hereby, or upon or against the interest of Mortgagee in the Mortgaged Property, as well as all income taxes, assessments and other governmental charges levied and imposed by the United States of America or any state, county, municipality or other taxing authority upon or against Mortgagor or in respect of the Mortgaged Property or any part thereof, and any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage before they become delinquent and before any interest attached or any penalty is incurred.

(b) Mortgagor shall not permit or suffer for more than thirty (30) days any mechanics', or laborers', materialmen's, statutory or other liens upon any of the Mortgaged Property.

1.05 Insurance.

(a) Mortgagor shall at its sole expense obtain for, deliver to and maintain for the benefit of Mortgagee, during the life of this Mortgage, insurance policies in such amounts as Mortgagee may require but in no event exceeding the full insurable value, insuring the Mortgaged Property against fire, extended coverage and such other insurable hazards, casualties and contingencies as Mortgagee may require including flood, hurricane and windstorm damage, and shall pay promptly when due any premiums on such insurance policies and the companies issuing the same shall be acceptable to Mortgagee. All such policies and

renewals thereof shall be held by Mortgagee and shall contain a non-contributory mortgagee endorsement making losses payable to Mortgagee. The coverage under such policies shall include the improvements now or hereafter located on the Mortgaged Property. At least thirty (30) days prior to the expiration date of all such policies, renewals thereof satisfactory to Mortgagee shall be delivered to Mortgagee. The Mortgagor shall deliver to Mortgagee receipts evidencing the payment of all premiums on such insurance policies and renewals. Delivery of the insurance policies and renewals thereof shall constitute an assignment to Mortgagee, as further security, of all unearned premiums. In the event of loss, Mortgagor will give immediate written notice to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the indebtedness and other sums secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee.

(b) Mortgagor hereby assigns to Mortgagee all proceeds from any insurance policies, and Mortgagee is hereby authorized and empowered in its discretion, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Mortgagee alone, and not to Mortgagor and Mortgagee jointly. After deducting from such insurance proceeds any expenses incurred by the Mortgagee in the collection or handling of such funds, Mortgagee may apply the net proceeds at its option, either toward restoring the Improvements or as a credit on any portion of the indebtedness and other sums secured hereby, whether then matured or to mature in the future. If the Mortgagee elects to restore the Improvements, any balance of such monies after restoration shall at Mortgagee's option either be applied toward the reduction of indebtedness and other sums secured hereby or shall be paid to Mortgagor. Mortgagee shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(c) Mortgagor shall, at its sole expense, obtain for, deliver to and maintain for the benefit of Mortgagee, during the life of this Mortgage, liability insurance policies relating to the Mortgaged Property, in such amounts, with such companies and in such form as may be reasonably required by Mortgagee. Mortgagee may require such policies to contain an endorsement, in a form satisfactory to Mortgagee, naming Mortgagee as an additional insured thereunder. Mortgagor shall pay promptly, when due, any premiums on such insurance policies and renewals thereof.

1.06 Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State where the Mortgaged Property is located or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured permanently, the entire indebtedness and other sums secured hereby shall, in the event of such condemnation or taking, at the option of the Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of actions and proceeds of, or on account of damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto are hereby assigned by Mortgagor to Mortgagee, who, after deducting therefrom all its expenses including attorney's fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagee shall determine, to the reduction of the sum secured hereby and to any prepayment charge provided in the Note, this Mortgage or other instrument securing the Note. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any



compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

1.07 Care of Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair. Mortgagor shall not remove, demolish, materially alter or materially change the use of any building, structure or other improvement presently or hereafter on the Mortgaged Property without the prior written consent of Mortgagee. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof.

(b) Except as otherwise provided in this Mortgage, no fixture, personal property or other part of the Mortgaged Property shall be removed, demolished or altered, without the prior written consent of Mortgagee. Mortgagor may sell or otherwise dispose of, furniture, furnishing, equipment, tools, appliances, or machinery, which may become worn out, or obsolete only if they are replaced immediately with similar items of at least equal value which shall, without further action, become subject to the lien of this Mortgage, except as otherwise provided in this Mortgage.

(c) Mortgagee may enter upon and inspect the Mortgaged Property at any reasonable time during the life of this Mortgage.

(d) Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

(e) If all or any part of the Mortgaged Property shall be lost, damaged or destroyed by fire or any other cause, Mortgagor will give immediate written notice thereof to Mortgagee and shall promptly restore the Mortgaged Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefor, provided that Mortgagee assigns to Mortgagor available insurance proceeds, if any, for the purpose of restoration. Subject to Mortgagee's right to make certain other elections as provided in this Mortgage, if a part of the Mortgaged Property shall be lost, physically damaged or destroyed through condemnation, Mortgagor will promptly restore, repair or alter the remaining property in a manner satisfactory to Mortgagee.

1.08 Further Assurances. At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be re-recorded or re-filed at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such further mortgages, financing statements, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, or to continue and preserve the obligation of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor. Upon failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or re-file any and all such mortgages, instruments of further assurance, financing statements, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do so.

1.09 After-Acquired Property. The lien of this Mortgage will automatically attach, without further act, to all after acquired property located in or on, or attached to, or used or intended to be used in connection with the Mortgaged Property or any part thereof.

1.10 Expenses. Mortgagor shall pay or reimburse Mortgagee for all costs, charges and expenses, including reasonable attorney's fees and disbursements, and costs incurred or paid by Mortgagee in any action which is threatened, pending or completed or proceeding or dispute in which Mortgagee is or might be made a party or appears as a party plaintiff or party defendant and which affects or might affect the Note, this Mortgage or any other instrument securing the Note, or the Mortgaged Property or any part thereof, or the interests the Mortgaged Property or any part thereof, or the interests of Mortgagor or Mortgagee therein, including but not limited to the foreclosure of this Mortgage, condemnation involving all or part of the Mortgaged Property or any action to protect or part of the Mortgage property or any action to protect the security hereof. All costs, charges and expenses (except where Mortgagor and Mortgagee are adverse parties and Mortgagor is ultimately the prevailing party) so incurred or paid by Mortgagee shall become due and payable immediately, whether or not there be notice, demand, attempt to collect or suit pending. The amounts to incurred or paid by Mortgagee, together with interest thereof at the Default Rate as hereinafter defined from the date incurred until paid by Mortgagor, shall be added to the indebtedness and secured by the lien of this Mortgage.

1.11 Mortgagee's Performance of Defaults. If Mortgagor defaults in the payment of any tax, assessment, encumbrance or other imposition, in its obligation to furnish insurance hereunder or in the performance or observation of any other covenant, condition or term in this Mortgage or in any other instrument securing the Note, Mortgagee may at its option perform or observe the same; and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred are paid by Mortgagee in connection therewith shall become due and payable immediately by Mortgagor. The amounts so incurred or paid by Mortgagee, together with interest thereon at the Default Rate as hereinafter defined from the date incurred until paid by Mortgagor, shall be added to the indebtedness and secured by the lien of this Mortgage. Nothing contained herein shall be construed as requiring Mortgagee to advance or expend monies for any purposes mentioned in this paragraph, or for any other purpose. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or terms, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

1.12 Books and Records. Mortgagor shall keep and maintain at all times complete, true and accurate books off the Mortgaged Property. Mortgagor, within ten (10) days after written request from Mortgagee, shall furnish financial statements, records and such other information as may be reasonably requested by Mortgagee to examine Mortgagor's financial condition and/or the income and expenses for the Mortgaged Property.

1.13 Estoppel Affidavits. Mortgagor, within ten (10) days after written request from Mortgagee, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Note, and any other unpaid sums secured hereby and whether or not any offsets or defenses exist against such principal and interest or other sums.

## ARTICLE TWO

### DEFAULTS

2.01 Event of Default. The term Event of Default, wherever used in this Mortgage, shall mean any one or more of the following events:

- (a) An event of default under the Note or any other instrument securing the note.

(b) Article One hereof.

A breach by Mortgagor of any of the covenants, agreements and conditions of

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(c) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, or any other instrument securing the note or any other instrument collateral to the Note or executed in connection with the sums secured hereby, including a default by Mortgagor as landlord under any leases covering all or any part of the Mortgaged Property.

(d) If either (i) Borrower (or any of them, if more than one), Mortgagor, any subsidiary thereof, or any guarantor or endorser of the Note: (a) files a voluntary petition in bankruptcy, or (b) is adjudicated as a bankrupt or insolvent, or (c) files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (d) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or (e) makes any general assignment for the benefit of creditors, or (f) makes an admission in writing of its inability to pay its debts generally as they become due; or (ii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Borrower (or any of them, if more than one), Mortgagor, any subsidiary thereof, or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future Federal, State or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof; or (iii) any trustee, receiver or liquidator of Mortgagor or any subsidiary thereof, of any guarantor or endorser of the Note, of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive).

2.02 Acceleration of Maturity. If an Event of Default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable thereon, and all other sums secured hereby, to be due and payable immediately and upon such declaration, such principal and interest and other sums shall immediately become and be due and payable without demand or notice.

2.03 Mortgagee's Power of Enforcement. If an Event of Default shall have occurred, Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce payment of the Note or the performance of any term hereof or any other right; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under a judgment or decree of a court or courts of competent jurisdiction; and (c) to pursue any other remedy available to it. Mortgagee may take action either by such proceedings or by the exercise of its powers with respect to the entry or taking possession or both, as the Mortgagee may determine.

2.04 Mortgagee's Right to Enter and Take Possession, Operate and Apply Income.

(a) If an Event of Default shall have occurred, Mortgagor upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession, and if and to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint may enter and take possession of all the Mortgaged Property and may exclude Mortgagor and its agents and employees wholly therefrom, and may have joint access with Mortgagor to the books, papers and accounts of Mortgagor.

HA:EHF:Jeffcoat-Perkins\Mortgage

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of the Mortgaged Property to Mortgagee along with all books, papers and accounts of Mortgagor, to the entry of which judgment or decree Mortgagee hereby specifically consents.

(c) Mortgagor shall pay to Mortgagee, upon demand, all reasonable costs and expenses of obtaining such judgment or decree and reasonable compensation to Mortgagee, its attorneys and agents and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(d) Upon every such entering upon or taking of possession, Mortgagee may hold, use, manage and control the Mortgaged Property, and from time to time:

- (1) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and repairs, renewals, replacements, additions, betterments and improvements, thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property;
- (2) insure or keep the Mortgaged Property insured;
- (3) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor in its name or otherwise, with respect to the same;
- (4) enter into agreements with others to exercise the powers here granted to Mortgagee;

All as Mortgagee in its reasonable judgment from time to time may determine; and Mortgagee may collect and receive any income, revenues, rents and issues and profits of the same including those past due as well as those accruing thereafter; and shall apply the monies so received by Mortgagee in such priority as Mortgagee may determine to (i) the reasonable compensation, expenses and disbursements of the agents and attorneys; (ii) the cost of insurance, taxes, assessment and other proper charges upon the Mortgaged Property or any part thereof; (iii) the deposits for taxes and assessments and insurance premiums due; and (iv) the payment of accrued interest and principal of the Note.

Mortgagee shall surrender possession of the Mortgaged Property to Mortgagor only when all that is due upon such interest, tax and insurance deposits and principal installments, and under any of the terms of this Mortgage, shall have been paid and all defaults made good, if Mortgagee has not declared the entire principal balance due and payable. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

**2.05 Purchase by Mortgagee.** Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its absolute right without further accountability. In the event that the bid at the foreclosure sale is in excess of sums due Mortgagee under the terms of this Mortgage, such excess shall be paid promptly to Mortgagor.

**2.06 Application of Indebtedness Toward Purchase Price.** If permitted by law, upon such foreclosure sale, and after allowing for the proportion of the total purchase price required to be paid in cash and for the costs and expenses of the sale, compensation and other charges, Mortgagee may, in paying the purchase price, apply any portion of or all sums due to Mortgagee under the Note, this Mortgage or any other

instrument securing the Note, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of the sale, be payable thereon.

2.07 [This Section has been intentionally deleted.]

2.08 [This Section has been intentionally deleted.]

2.09 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Mortgagor, any person, partnership or corporation guaranteeing or endorsing any of Mortgagor's obligations, its creditors or its property, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amount due and payable by Mortgagor under the Note, this Mortgage and any other instrument securing the Note, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Mortgagor after such date.

2.10 Application of Monies by Mortgagee.

(a) If default shall be made in the payment of any amount due under the Note, this Mortgage or any other instrument securing the Note, then, upon Mortgagee's demand, and in case of foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of the sums secured hereby, Mortgagee shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid and to recover judgment against the property for any portion thereof remaining unpaid, with interest.

(b) Any monies collected or received by Mortgagee under this paragraph 2.10 shall be applied as follows: first, to the payment of reasonable compensation, expenses and disbursements of the Mortgagee's agents and attorneys; and second, to the payment of amounts due and unpaid under the Note, this Mortgage and any other instruments securing the Note.

2.11 Delay or Omission No Waiver. No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon.

2.12 [This Section has been intentionally deleted.]

2.13 Discontinuance of Proceedings; Position of Parties Restored. If Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been determined adversely to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder and all rights, powers and remedies of Mortgagee shall continue as if no such proceedings had occurred or had been taken.

2.14 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other

instrument securing the Note, or now or hereafter existing at law, in equity or by statute.

2.15 Sale, Transfer and Encumbrance Restrictions. It shall be a default hereunder if, without the Mortgagee's prior written consent, the Mortgaged Property, or any interest therein, whether equitable or otherwise is sold, transferred, conveyed or further encumbered in any way.

### ARTICLE THREE

#### MISCELLANEOUS PROVISIONS

3.01 Heirs, Successors and Assigns Included. Whenever one of the Parties hereto is named or referred to herein, the heirs, successors and permitted assigns of such party shall be included and all covenants and agreements contained in the Mortgage, by or on behalf of mortgagor or Mortgagee, shall bind and inure to the benefit of their respective heirs, successors and permitted assigns, whether so expressed or not.

3.02 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience or reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

3.03 Invalid Provision to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

3.04 Changes, Etc. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the Party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

3.05 Governing Law. This Mortgage is made by Mortgagor covering collateral located in the State of South Carolina; and this Mortgage and the rights and remedies provided herein shall be construed, interpreted, enforced and governed by and in accordance with the laws of South Carolina.

3.06 Default Rate. The Default Rate shall be the rate provided under the Note, plus three (3%) percent per annum.

3.07 Notice. Any notices provided herein shall be deemed properly given upon the mailing to the party entitled to notice of written notice, sent by certified mail, return receipt requested, or personally delivered, at the addresses set forth on the first page of this Mortgage, or at such other address as the parties shall have given each other prior written notice.

3.08 Exception for Joint Owner. Notwithstanding anything to the contrary herein, if Mortgagee and Mortgagor are joint owners of the Mortgaged Property, Mortgagor makes no warranties or agreements of any nature with respect to Mortgagee's interest in the Mortgaged Property or any actions taken by Mortgagee, and nothing in this Mortgage shall adversely affect any obligations of Mortgagee under that certain Agreement Regarding Real Property between Mortgagor and Mortgagee dated the same date as this mortgage.

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3.09 Waiver of Appraisal. The Mortgagor does hereby waive any rights it has to require an appraisal of the property in the event of default, foreclosure and sale as may be provided by S.C. Code Ann., Section 29-3-680 et seq. (1976).

IN WITNESS WHEREOF, the undersigned have signed and sealed this instrument the day and year above first written.

WITNESS:

Elaine H. Fowler  
Mary C. Zibeda

Mortgagor:

Sandra P. Perkins  
Sandra P. Perkins

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

PERSONALLY APPEARED before me the within named Sandra P. Perkins, who being personally known to me, signed, sealed and as her act and deed, delivered the within document as of the 1st day of July, 2000.

Elaine H. Fowler  
Notary Public for South Carolina  
My Commission Expires: 10/31/06

EXHIBIT "A"

BE 364PG031

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as LOT #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

THIS conveyance is made SUBJECT to any and all restrictions, easements and/or rights-of-way affecting the above-described property as recorded in the ROD Office for Charleston County, South Carolina.

Derivation: The foregoing property being the same property conveyed to the Grantor by Jane L. Dennis d/b/a Blue Heron Co., by deed dated April 28, 2000 and recorded in the Office of the Register of Deeds for Charleston County on April 28, 2000 in Deed Book N346 at Page 023.

TMS#: 355-09-00-108



Turner, Padgett, Graham

P.O. Box 22129

Chas SC 29413

File  
MHW

ME# 364P6032

FILED

E364-21

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CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

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\$



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# PGS:

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STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

SATISFACTION OF MORTGAGE  
Ref.: Book E364 at Page 021

PURSUANT TO SECTION 29-3-330 (B)(3) OF THE SOUTH CAROLINA CODE OF LAWS,  
1976

The undersigned, Bradford Q. Jeffcoat, Jr., being the mortgagee of record or the legal representative, agent or officer, or attorney-in-fact of the mortgagee of record, under a written agreement duly recorded, of either of the foregoing, certifies:

The debt secured by the mortgage/deed of trust recorded February 16, 2001 in the office of the Register of Deeds of Charleston County in Book E364 at page 021 is:

☒ [X] paid in full and the lien or the foregoing instrument has been released; or

☐ [ ] the lien of the foregoing instrument has been released.

The Register of Deeds for Charleston County may enter this cancellation into record.

Under penalties of perjury, I declare that I have examined this affidavit this 20 day of June 2016 and, to the best of my knowledge and belief, it is true, correct, and complete.

WITNESS my/our hand this 20 day of June, 2016.

SIGNED, SEALED AND DELIVERED IN THE  
PRESENCE OF:

Olga Ustymenko  
Witness 1

W. K. White  
Witness 2

Bradford Q. Jeffcoat, Jr.  
Bradford Q. Jeffcoat, Jr.

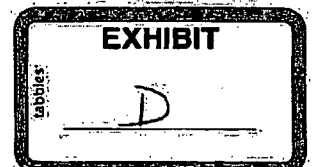
STATE OF SOUTH CAROLINA )  
COUNTY OF Charleston )

THE foregoing instrument was acknowledged before me by Bradford Q. Jeffcoat, Jr. this 20 day of June, 2016.

Louise Cochran (L.S.)  
Notary Public for South Carolina

My Commission Expires: my commission expires on November 17, 2016

\*\*Mortgagor: Sandra P. Perkins



# RECORDER'S PAGE

NOTE: This page MUST remain  
with the original document



Filed By:

CLAWSON & STAUBES  
126 SEVEN FARMS DR.  
SUITE 200  
CHARLESTON SC 29492 (BOX)

## RECORDED

Date: July 19, 2016

Time: 2:41:04 PM

Book

0569

Page

411

DocType

Sat/Mtg

Charlie Lybrand, Register  
Charleston County, SC

MAKER:

PERKINS SANDRA P

# of Sats:

# of Pages: 2

# of References:

Note:

RECIPIENT:

JEFFCOAT BRADFORD Q JR

Recording Fee \$ 5.00

Extra Reference Cost \$

Extra Pages \$

Postage \$

Chattel \$

TOTAL \$ 5.00

Original Book:

E364

Original Page:

021

DRAWER  
CLERK

Drawer 2  
JBA



0569  
Book



411  
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Recorded Date



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021  
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THE STATE OF ALABAMA

COUNTY OF BALDWIN

PROBATE COURT

Case No. 32367

LETTERS OF GUARDIANSHIP/CONSERVATORSHIP

Letters of Guardianship/Conservatorship over the estate of SANDRA P. PERKINS, an incapacitated person, are hereby granted to VANESSA L. WILLIAMS, who has duly qualified and given bond as required by law, and is authorized to discharge all the functions attached to said guardianship/conservatorship.

Dated this 15th day of September, 2015.

  
JUDGE OF PROBATE

PENGAD 800-631-9889

PLAINTIFF'S  
EXHIBIT

E

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA  
IN RE: ESTATE OF  
SANDRA P. PERKINS, CASE NO. 32367  
an incapacitated person

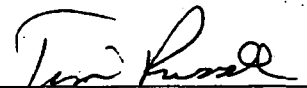
DECREE

This being the day appointed for the hearing of the Petition of VANESSA L. WILLIAMS and praying for an inquisition thereof, and it appearing to the satisfaction of the Court that the said SANDRA P. PERKINS is over the age of nineteen years, and is a citizen and resident of Baldwin County, Alabama, having an estate herein; and it being further shown to the Court that it would not be consistent with the health and safety of SANDRA P. PERKINS to have her present at the trial at said time, and that SANDRA P. PERKINS did not have Counsel to represent her at said hearing, and the Court appointed PATSY L. JOHNSON, who is a duly licensed Attorney at Law, as her attorney to represent the interests of the said SANDRA P. PERKINS, and upon such hearing, and she did deny the allegations of the said Petition and did represent the said SANDRA P. PERKINS and

Now comes VANESSA L. WILLIAMS, as the Petitioner, and PATSY L. JOHNSON, as attorney for SANDRA P. PERKINS, and this Court having heard the evidence and the argument of Counsel,

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the said SANDRA P. PERKINS be, and she is hereby, adjudged to be a mentally incapacitated person; and that the said Petition and all other proceedings thereon be recorded.

Done this 15th day of September, 2015.

  
JUDGE OF PROBATE

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA  
IN RE: ESTATE OF  
SANDRA P. PERKINS, CASE NO. 32367  
an incapacitated person

ORDER GRANTING LETTERS OF  
GUARDIANSHIP/CONSERVATORSHIP

Now comes VANESSA L. WILLIAMS, the Petitioner, and PATSY L. JOHNSON, the attorney heretofore appointed as Guardian ad Litem to represent and protect the interest of the said SANDRA P. PERKINS, and this Court having proceeded to hear the testimony of the Petitioner and the other witnesses and this Court having found that SANDRA P. PERKINS is a mentally incapacitated person; and it appearing that all notices and other requirements of the statutes in such cases made and provided have been complied with; and the Court is satisfied and finds that the said SANDRA P. PERKINS is incapacitated to the extent of lacking sufficient understanding or capacity to make or communicate responsible decisions and that the appointment of a Guardian/Conservator is necessary and desirable as a means of providing continuing care and supervision of the person and property of the said SANDRA P. PERKINS; and it being shown by evidence satisfactory to the Court that the allegations of the petition are substantially true, and VANESSA L. WILLIAMS now entering into bond, conditioned and payable as provided by the law in the sum of \$485,000.00 DOLLARS with OHIO CASUALTY INSURANCE COMPANY as surety, which bond with said security has been taken and approved by the Judge of this Court; it is

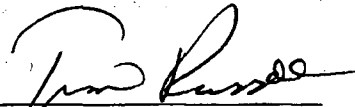
ORDERED, ADJUDGED and DECREED that Letters of Guardianship/Conservatorship on the Estate of SANDRA P. PERKINS, an incapacitated person, be forthwith issued to VANESSA L. WILLIAMS as in her application prayed.

It is ORDERED by the Court that the costs of this proceeding and cost of such bond be paid by the Estate of SANDRA P. PERKINS by the Guardian/Conservator, for which execution may issue.

It is further ORDERED by the Court that said Guardian shall file written reports annually with the Court on the Condition of the ward, the first of which reports shall be due September 15, 2016.

It is further ORDERED by the Court/ that said guardian/conservator shall file an inventory of said estate within 90 days of her appointment and also file an annual accounting with this Court, with the first said accounting being due September 15, 2016; and said guardian/conservator is to make a partial settlement every three years with this Court, at which time said written accountings will be formally approved.

DONE this 15th day of September, 2015.

  
JUDGE OF PROBATE

STATE OF SOUTH CAROLINA ) TITLE NOT EXAMINED BY CLAWSON & STAUBES, LLC  
 ) **TITLE TO REAL ESTATE**  
COUNTY OF CHARLESTON )

KNOW ALL MEN BY THESE PRESENTS, that I, **Sandra P. Perkins**, for and in consideration of the sum of **Ten and 00/100 Dollars (\$10.00)** and love and affection to me in hand paid at and before the sealing of these presents by **Vanessa L. Williams**, in the State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do, subject to all covenants, restrictions and easements of record ("Exceptions"), grant, bargain, sell and release unto the said **Vanessa L. Williams**, her heirs and assigns, all of my one half undivided interest in and to the following described property, to-wit:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as Lot #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

BEING the same property conveyed to Bradford Q. Jeffcoat, Jr. and Sandra P. Perkins by deed of Bradford Q. Jeffcoat, Jr. dated July 1, 2000 and recorded February 6, 2001 in Book D364, at Page 107 in the RMC Office for Greenville County, South Carolina.

TMS# 355-09-00-108.

Grantee's Address: 32183 Waterworks Ln  
Lillian AL 36549

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, subject to the Exceptions, all and singular, the said premises before mentioned unto the said **Vanessa L. Williams**, her heirs and assigns forever a one half undivided interest.

AND, subject to the Exceptions, I do hereby bind myself and my heirs, personal representatives and administrators to warrant and forever defend, all and singular, the said premises unto the said **Vanessa L. Williams**, 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 16<sup>th</sup> day of November, 2015.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

SA  
(First Witness signs here)

Angie R. Coward  
(Second Witness or Notary signs here)

Vanessa L. Williams (L.S.)  
Sandra P. Perkins, by Vanessa L. Williams,  
Guardian and Conservator of Sandra P. Perkins

STATE OF Alabama )  
COUNTY OF Baldwin )

THE foregoing instrument was acknowledged before me by Sandra P. Perkins, by Vanessa L. Williams, Guardian and Conservator of Sandra P. Perkins this 16<sup>th</sup> day of November, 2015.

Deborah S. Ruth (L.S.)  
Notary Public for Alabama  
My Commission Expires: 8-19-17





RECEIVED  
FEDERAL BUREAU OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE  
JAN 10 1964

TO: DIRECTOR, FBI (100-371000) FROM: SAC, NEW YORK (100-371000) (P)

SUBJECT: [Illegible]

RE: [Illegible]

(Enclosure: [Illegible])

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Alabama  
STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )  
Baldwin

AFFIDAVIT

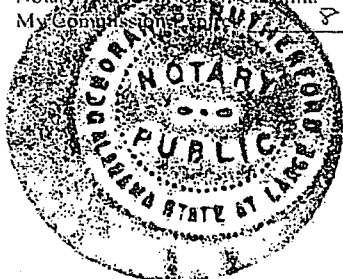
Date of Transfer of Title  
November \_\_\_\_\_, 2015

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Sandra P. Perkins to Vanessa L. Williams on November \_\_\_\_\_, 2015.
3. Check one of the following: The DEED is
  - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (c) x EXEMPT from the deed recording fee because (exemptions #1)  
(Explanation, if required (transferring one half interests less than \$100.00)  
(If exempt, please skip items 4-6, and go to item 7 of this affidavit)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.
  - (b) The fee is computed on the fair market value of the realty which is \$.
  - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$.
5. Check YES or NO to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If yes, the amount of the outstanding balance of this lien or encumbrance is \$.
6. The DEED Recording Fee is computed as follows:
  - (A) \$ the amount listed in item 4 above.
  - (b) \$ the amount listed in item 5 above (no amount place zero)
  - (c) \$ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:  
Legal Representative.
8. Check if Property other than Real Property is being transferred to this Deed.
  - (a) Mobile Home.
  - (b) Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of \_\_\_\_\_ deceased  
CASE NUMBER \_\_\_\_\_. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. In the Estate of \_\_\_\_\_ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me on this 16<sup>th</sup> day  
of November, 2015

Deborah S. Ruthford (L.S.)  
Notary Public for the State of South Carolina  
My Commission Expires 8-19-17



Vanessa L. Williams  
Legal Representative

Vanessa L. Williams  
Print Name



IN THE MATTER OF  
SANDRA P. PERKINS,  
an incapacitated person

\* IN THE PROBATE COURT OF  
\* THE COUNTY OF BALDWIN  
\* STATE OF ALABAMA

CASE NO. 32367

**ORDER**

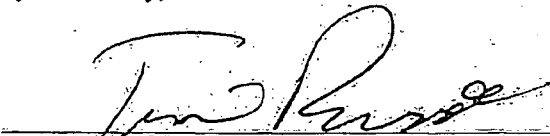
This matter came on to be heard on the "Motion to Approve Transfer of Real Property" filed by VANESSA L. WILLIAMS, Court appointed Guardian and Conservator of Sandra P. Perkins, and the Court being of the opinion that said Motion should be granted, IT IS, THEREFORE,

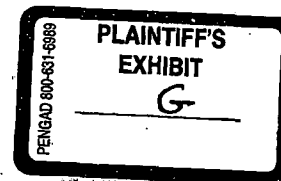
**ORDERED, ADJUDGED and DECREED** that pursuant to Code of Alabama, Sections 26-2A-152 (c) (1), the conveyance and transfer of all of Sandra P. Perkins' interest in that certain real property described below to Vanessa L. Williams, by Vanessa L. Williams acting as conservator of said Ms. Perkins, is hereby approved.

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as Lot #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

TMS No.: 355-09-00-108

**DONE AND ORDERED** this 15th day of January, 2016.

  
JUDGE OF PROBATE



IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT

Vanessa Williams and Vanessa Williams,  
As Conservator and Guardian of Sandra P.  
Perkins,

vs.

Bradford Q. Jeffcoat, Jr. and Blue Heron  
Builders, Inc.

Defendants.

CASE  
NO. 2015-CP-10-6379

**AFFIDAVIT OF LESLIE T. FIELDS**

On this day personally appeared before me, Leslie T. Fields, Esquire, who being duly sworn,  
did depose and say as follows:

1. I am a practicing attorney with the law firm of Davis & Fields, P.C., 27180 Pollard Road, Daphne, Alabama. I have practiced probate and trust law in Alabama for twenty years working primarily in the areas of guardianships, conservatorships, decedent's estates, wills and trusts.

2. I obtained my Juris Doctor degree in 1995 from The University of Alabama, *magna cum laude*, being awarded The Order of the Coif, and serving as Senior Lead Articles Editor of the *Alabama Law Review*. I obtained my Bachelor of Arts degree from The University of South Alabama, *summa cum laude*.

3. I am a member in good standing of the Alabama Bar Association, the Mobile County, Alabama and Baldwin County, Alabama Bar Associations, having served on the Probate Committees of said bar associations; a member of the National Academy of Elder Law Attorneys, and a former adjunct Elder Law professor of the University of South Alabama. I am a frequent speaker on the



topics of probate, elder law, and estate planning, having been an invited speaker at the 2013 Alabama Probate Judges' Mid-Winter Conference.

4. I submit this affidavit to explain Alabama probate and trust law related to the actions of a Conservator to safeguard the property of her incapacitated Ward.

5. In preparing this affidavit, I have reviewed copies of the relevant pleadings in the above-captioned lawsuit, as well as the relevant laws, cases, and doctrinal writing relating to a Conservator's powers in the State of Alabama.

6. Code of Alabama, Section 26-2A-152(c)1, states that a conservator, acting as a fiduciary in efforts to accomplish the purpose of the appointment, may act *without court authorization* or confirmation, to:

*Collect, hold, and retain assets of the estate including land in another state and stocks of private corporations, until determining that disposition of the assets should be made, and the assets may be retained even though they include an asset in which the conservator is personally interested; (Emphasis added).*

The deed of conveyance dated November 16, 2015, by Vanessa Williams, Conservator, of her Ward, Sandra P. Perkin's, one-half interest in the subject real property, was not, contrary to Defendant's assertion, "a sale or disposition of the real property interest" that would require any prior court approval as anticipated in Code of Alabama, Section 26-2A-152(d)(3). Prior Court approval is required under this particular cited section for "disposing of real property for cash or on credit." Section 26-2A-152(d)(3). The transfer for Vanessa Williams was not a disposition for cash or on credit. The transfer was to Vanessa Williams, as agent, to hold, retain and preserve assets of her Ward. Section 26-2A-152(c)(1), Code of Alabama.

Alabama law acknowledges that a constructive trust arises when one person, occupying a fiduciary position, or having placed himself in such a position to another that good faith requires him to act for the other and not himself, acquires title to the property in himself, in place of cestui que. While the elements of a constructive trust in the instant case may be met, it is not necessary for the Court to impose a constructive trust on the transfer because Vanessa Williams acknowledges that she held the subject property interest solely as agent for her Ward. *See commentary to Code of Alabama, Section 19-3B-1301.*

In *Hopkins v. Hopkins*, 983 So.2d 382 (2007) citing *Brothers v. Moore*, 349 So. 2d 1107 (Ala. 1977), the Alabama Supreme Court, stated that the issue of whether or not a constructive trust is imposed is one of fact. *Hopkins* at 387. In the absence of fraud, the court must find a confidential relationship between the transferor and transferee. *Hopkins* at 387. A confidential relationship exists where there is a fiduciary relationship such as between a guardian and ward where the transferor does in fact often make decisions based upon the direction of the transferee. *Hopkins* at 388. Further, the transferor must be justified in believing that the transferee will act in the best interest of the transferor. *Hopkins* at 388. "The trust alleged by the party asserting a confidential relationship must be both believable and verifiable from the objective facts..." *Hopkins* at 391. Vanessa Williams held a confidential relationship with her Ward and transferred the property interest to put herself in the position to act in the best interest of her Ward.

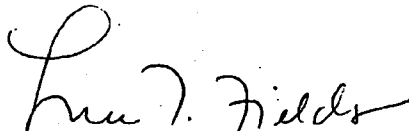
7. Affiant is of the opinion that under Alabama probate and trust law, Vanessa Williams, as Conservator, had the authority, without prior Probate Court approval, to transfer her Ward's one-



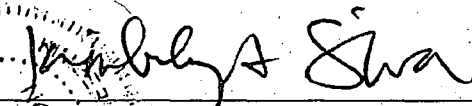
half interest in the subject real property to herself, as agent, holding said property as such agent, for the benefit of her Ward and the estate of her Ward.

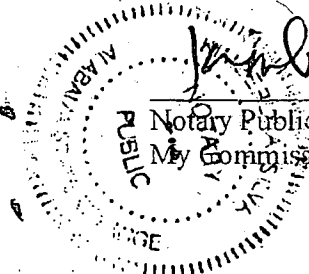
8. Affiant further acknowledges that Baldwin County Probate Court, the Court having jurisdiction over the conservatorship of Sandra P. Perkins, did in fact, ratify and confirm the November 16, 2015 deed of conveyance to Vanessa Williams, as agent, and the applicability of Section 26-2A-152(c)(1), Code of Alabama, to the transaction.

Further affiant sayeth naught.

  
\_\_\_\_\_  
LESLIE T. FIELDS

Sworn to before me on this the 8TH  
day of November, 2016,

  
\_\_\_\_\_  
Notary Public, State of Alabama  
My Commission Expires: 8/13/2018



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

Vanessa Williams and Vanessa Williams, )  
as Conservator and Guardian of Sandra P )  
Perkins, and Vanessa Williams, as Personal )  
Representative of the Estate of Sandra P. )  
Perkins, )

Plaintiffs, )

v. )

Bradford Q. Jeffcoat, Jr. and Blue Heron )  
Builders, Inc., )

Defendants. )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-6379

FILED  
2017 MAR 27 PM 1:10  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY \_\_\_\_\_

**MEMORANDUM OF DEFENDANT  
BRADFORD Q. JEFFCOAT, JR. IN  
OPPOSITION TO PLAINTIFFS'  
MOTION FOR PARTIAL SUMMARY  
JUDGMENT AND CROSS MOTION  
FOR PARTIAL SUMMARY  
JUDGMENT**

Plaintiff Vanessa Williams, acting in her own individual capacity and in the various fiduciary capacities she assumed during the last days of her mother's life and the course of this litigation, has now moved for partial summary judgment in her favor on her claim that the value of her late mother's interest in her home be awarded to her. Her motion is predicated upon mischaracterizations of numerous relevant facts and complete omission of others, designed to fit this case into a forced reading of the law. Defendant Bradford Q. Jeffcoat would respectfully request that the motion be denied. Defendant would further respectfully request that the Court order that a new deed to the real property at the heart of this action be issued in his name as set out in the original deed granting that property to himself and Sandra Perkins, and to the survivor of them.

**STANDARD OF REVIEW**

Summary judgment is appropriate only when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no

genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." S.C.R.C.P. 56(c); *see also Tupper v. Dorchester County*, 326 S.C. 318, 487 S.E.2d 187 (1997). Under Rule 56(c), SCRCF, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. *Baughman v. American Tel. & Tel. Co.*, 306 S.C. 101, 410 S.E.2d 537 (1991).

Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. Rather, the non-moving party must come forward with specific facts showing there is a genuine issue for trial. S.C.R.C.P 56(e); *SSI Med. Servs., Inc. v. Cox*, 301 S.C. 493, 392 S.E.2d 789 (1990); *NationsBank v. Scott Farm*, 320 S.C. 299, 465 S.E.2d 98 (Ct. App. 1995). In determining whether any triable issues of fact exist, the evidence and all reasonable inferences therefrom must be viewed in the light most favorable to the non-moving party. *Summer v. Carpenter*, 328 S.C. 36, 492 S.E.2d 55 (1997); *Hamiter v. Retirement Div. of South Carolina*, 326 S.C. 93, 484 S.E.2d 586 (1997); *City of Columbia v. American Civil Liberties Union*, 323 S.C. 384, 475 S.E.2d 747 (1996).

### FACTS

The actual facts of this case are few and uncontested. Bradford Jeffcoat and Sandra Perkins owned a home located at 1955 Old Fort Avenue, Charleston. They purchased it in 2000 and lived there continuously since that time. Vanessa Williams is Sandra Perkins' only child. Sandra Perkins died on November 26, 2015. Beyond those basic statements, however, the details are substantially in dispute, and the interpretation of many of them perhaps even more so.

The first substantive sentence of Plaintiffs' motion is, as noted, accurate: Vanessa Williams is the daughter of Sandra Perkins, now deceased. The second, however, commences

the complete mischaracterization of the underlying facts. Defendant and Ms. Perkins were not "roommates." At the time of Ms. Perkins' death in November, 2015, they had lived together, as life partners in a committed and dedicated relationship, for approximately twenty (20) years. At the point when the residential property at issue in this action was purchased, they had already been living as a family for some time; the property was purchased in order to be their home, together. The decision to make the purchase solely in the name of Defendant, with a subsequent purchase by Ms. Perkins of one-half, was purely financial, and Ms. Perkins' subsequent decision to execute a Note and pay one-half of the mortgage amount was made because she wished to make a contribution to the home the two of them were buying. The immediate sale of one-half of the home to Ms. Perkins reflected the intention of the couple to buy the house together and make it their permanent residence. Similarly, the fact that the deed was conveyed to them as joint tenants with right of survivorship reflected their intention that it remain at all times their singular property, regardless of the eventuality of the death of one or the other of them.

The parties are in agreement about the fact that Ms. Perkins developed Alzheimer's disease, and that by the spring of 2015 her condition had begun to deteriorate. Defendant asked Williams if she wished to come to Charleston to see and stay with her mother, which she did; the parties also agree that part of the purpose of this visit was to assist Defendant with Ms. Perkins' care. On June 16, 2015, Defendant left the family home to go to work. Williams was to take her mother to a scheduled doctor's appointment. Instead, and without saying a word to her mother's life partner, Williams packed up some of her mother's possessions and took her to Alabama.

It appears that one of the first things Williams did when she arrived in Charleston to help care for her mother was to have herself added as a signatory to her mother's checking account. Williams testified that in April of 2015, her mother was in the hospital and "had dementia."

Depo. of Vanessa Williams, p. 34. At the same time, Williams had her mother add her a signatory to her mother's checking account at South State Bank. Williams Depo., p. 36. In the course of paying her mother's bills during the brief period of time she remained in South Carolina, she also used that checking account to purchase a mobile home for her own husband to live in, *id.*, and paid for her family's groceries, her daughter's college tuition, and whatever else was necessary to help cover "our expenses [of] around 22 or 2,300 a month for a family of four." Williams Depo., p. 37, l. 15 – 16. P. 46, l. 14 – 24.

Williams had herself appointed as Conservator and Guardian of her mother on September 15, 2015. Defendant had, by this time, been completely locked out of the care of his long-time partner, and was never allowed to contact her. Williams could not be reached, and made no effort to let him know where she was or how she was doing; he only became aware of the appointment after the instant action was filed. In fact, he was never told of her death – on his behalf, counsel was relegated to looking through death records in Alabama to discover that she had passed. Neither he nor any other member of her family was informed of, or invited to, the funeral. Williams Depo. p. 19.

### ARGUMENT

#### I. Joint Tenancies With Right of Survivorship Under South Carolina Law

Williams relies heavily on her version of the relationship between Brad Jeffcoat and her mother to support the legal reasons why her unilateral acts attempting to convey Ms. Perkins' interest in their family home, having herself appointed to a position where she could legally justify paying her own expenses, a down payment on a home for herself, and her daughter's tuition, are legitimate. She claims that her mother, who she acknowledges shared a bed with Brad and who she now alleges, without any support, was concerned that he was "cheating" on

her, was no more than a disinterested roommate, Williams Depo. pp. 64 – 65. The entire purpose of her characterization of their relationship, and of the manner in which she both spirited her mother away from home and subsequently manipulated the legal system, is to avoid the basic principal that a deed is to be interpreted so as to achieve the intention of the parties. *Davis v. Davis*, 223 S.C. 182, 75 S.E.2d 46 (1953).

*Davis* continues to form the basis from which joint tenancies with rights of survivorship are evaluated. The *Davis* court declined to rely on the strict language of "joint," "tenant in common," or "tenancies by the entireties," and looked instead to whether the language of the document creating the shared tenancy – the deed itself – evidenced a clear intent to ensure that at the death of one of the parties an absolute estate should vest in the other. Whether lay people, such as Sandra Perkins and Brad Jeffcoat, fully understand the meaning of joint or common tenancies, is immaterial. The focus is, as it must be, on whether they intended that the home they purchased should remain fully the property of the survivor of them.

Plaintiff is correct that S.C. Code § 62-2-804 allows for both statutory and common law creation of a joint tenancy. It is quite a leap, however, to go from that to Plaintiff's conclusion that statutory severance is therefore not the exclusive means of defeating a joint tenancy with right of survivorship. The citation of *Smith v. Cutler*, 366 S.C. 546, 623 S.E.2d 644 (2005) is inapposite, and the quotation from Justice Toal's opinion is taken out of context. In fact, the conclusion reached in *Cutler* was that the future interest created by a right of survivorship is indestructible. That being the case, property deeded with right of survivorship is not subject to partition.

Furthermore, *Cutler* also makes it clear that the only manner in which even a joint tenancy in which the right of survivorship is not found to be indestructible can be severed is by

statutory means. Plaintiff's quotation omits the remainder of Justice Toal's analysis. She did say that some joint tenancies may be defeated by the unilateral act of one joint tenant. However, she immediately directs attention to S.C. Code § 27-7-40 for a list of the permissible actions that can be taken by the joint tenant attempting to end the joint ownership. She does not include any common law or extraneous means; the statute itself provides an exclusive list of the allowable means.

Section 27-7-40(a), therefore, overrides any decision by one joint tenant to simply end the joint tenancy by unilaterally conveying his or her interest to a third party. The list allows for severance of the interests by the death of one of the joint tenants (when the entire interest vests automatically in the other), by conveyance by one joint tenant to the other, or by some action of a court of competent jurisdiction.

Plaintiff has, furthermore, completely missed the point as far as Defendants' reliance on S.C. Code § 27-7-40(a)(iii), which prohibits the encumbrance of the interest of one joint tenant without the consent of the other. Defendant does not contend that encumbrances and ownership interests are identical. Defendant's use of this subsection, which limits the ability of one joint tenant to alienate his interest – to an extent lesser than the transfer of ownership – without the consent of the other is to demonstrate that the legislature intended that NO unilateral alienation of such an interest is permitted. In fact, even the attempt to convey this lesser interest unilaterally has been found to constitute slander of the title of the other joint tenant. *See, e.g., Solley v. Navy Fed. Credit Union, Inc.*, 397 S.C. 192, 723 S.E.2d 597 (Ct. App. 2012).

Defendant fully agrees with Plaintiff that a joint tenant may force a partition of real property without the consent of the other joint tenant. That is, in fact, precisely what a partition action is for. Partition actions are covered by Section 27-7-40, which expressly provides that a

court of competent jurisdiction may sever the joint tenancy. Here, however, the partition action has not taken place, and no court allowed Plaintiff to sever the joint title by conveying her mother's interest to herself. Section 27-7-40 is specifically intended to set out the exclusive means by which a joint tenancy may be terminated. Plaintiff's unilateral conveyance is not one of the listed methods, and is completely ineffective.

## II. Breach of Fiduciary Duty Under Alabama Probate Law

Defendant has also previously raised substantial questions regarding Plaintiff's compliance with Alabama law in the management of her mother's property as Conservator, and her breach of fiduciary duty with respect to her management of her mother's property. Those questions remain.

Plaintiff contends that Alabama law only requires leave of court for a conservator's decision to transfer real property when that property is disposed of for cash or credit. Code of Ala. § 26-2A-152(d)(3). In this case, she alleges, because she attempted to transfer her mother's interest in her home to herself – and, as the deed shows, the attempted transfer was to Vanessa Williams individually, not to the Conservator or the Estate – the attempt is outside the statute as it represents an exercise of the Conservator's fiduciary duty to protect assets of the estate. This argument is totally contradicted by an examination of the facts of this case.

First, as noted, Vanessa Williams, as Conservator, granted her mother's interest in the jointly owned family home not to the Conservatorship or to the Estate, where it could have been protected and used for the support and care of her mother, but to herself, individually. Had there truly been an intention to protect property in order to ensure that Ms. Perkins' care continued, the property would have been conveyed to the entity established to maintain that care: the Conservatorship. Instead, having already used her mother's money to pay many of her own



expenses, Williams attempted to remove any interest her mother might have had in her own home by giving it to herself. A court of competent jurisdiction could have, if necessary, forced a partition of the joint interests of Ms. Perkins and Brad Jeffcoat, if that partition were found to be necessary in order to take care of Ms. Perkins. Once the property interest is solely in the name of Vanessa Williams, however, it is moved outside the jurisdiction of the court.

Section 26-2A-152(c)(1) of the Alabama Code, cited by Plaintiff, does allow the Conservator to "collect, hold, and retain assets of the estate including land in another state. . ." It says nothing about allowing the Conservator to hold such assets by removing them from the conservatorship or estate by deeding them to herself. Although using trust language, the Alabama Supreme Court was talking about a conservatorship when it said that

[t]here is no dispute that Stanton breached his fiduciary duty to the estates of his grandchildren by taking title to the Robertsedale properties in his own name. *See* Restatement (Second) of Trusts, § 179 (1959)(stating that a trustee 'is under a duty to the beneficiary to keep the trust property separate from his individual property' and to ensure 'that the property is designated as property of the trust.').

*Ex parte Lawyers Sur. Corp.*, 719 So. 2d 833, 835 (Ala. 1998). The conveyance to herself individually falls outside the parameters of permissible acts of the Conservator.

There is no doubt but that the Conservator of the Estate of an incompetent owes a fiduciary duty to that incompetent, both by statute and under the common law of Alabama. The statutory process commences with the conclusion that an incapacitated person is in need of "protective proceedings." Code of Ala. § 26-2A-130. The Commentary points out that the purpose is that of "conserving the disabled person's property, [and] also to ensure that the property is managed in such a way that she or he may obtain needed income." There is also no question but that self-dealing is, under any circumstances, a breach of fiduciary duty, whether in the context of a Conservatorship or any other relationship in which such a duty exists.

As in most jurisdictions, the definition of fiduciary duty in Alabama is the long-settled common law one. Whether trustee, conservator, or guardian, "he shall conduct himself faithfully and exercise a sound discretion." *Birmingham Trust Nat'l Bank v. Henley*, 371 So.2d 883, 894 (Ala. 1979)(quoting *Harvard College v. Amory*, Mass (9 Pick.) 446, 461 (1830)). "Absent express authority . . . a corporate trustee is guilty of a breach of fiduciary duty where it purchases property which it owns for a trust administered by it." *Id.* The same concept applies as readily to an individual conservator as it does to a corporate trustee. Even if the attempt to transfer title to Ms. Perkins' interest in her home to the a third party would have been effective under South Carolina law, the transfer of valuable property, for a nominal sum, by the Conservatorship to herself individually is blatantly improper under Alabama law.

Second, it is interesting that after Defendant initially pointed out that the attempted transfer was in violation of the Alabama requirement of prior court approval, Plaintiff returned to the Alabama court and obtained such leave retroactively. It is impossible to determine what evidence might have been presented to the Probate Court at the time this order was obtained, although given that Ms. Perkins had died before it was issued, and that the Conservatorship itself was consequently no longer in existence, it is also immaterial. A later order does not, in this case, operate to make the extrajudicial act proper. With all due respect to Leslie Fields, Esquire, Plaintiff's Alabama Elder Law expert, what Plaintiff tried to do was completely irregular under Alabama law. She was not making any attempt to hold or protect estate assets. She was attempting to transfer her mother's interest in her mother's home to herself absolutely.

Plaintiff has provided no legal basis for her contention that her unilateral attempt to destroy a joint tenancy is permissible under South Carolina law. The fact that a joint tenancy may be created by means not enumerated by statute does not automatically translate to a

conclusion that it may be terminated by methods other than those expressly listed in a statute written for that purpose and cited to by the South Carolina Supreme Court as the exclusive manner in which such severance may be accomplished. Neither her reliance upon counsel nor her claim that giving herself the property somehow protects Conservatorship assets does anything to alter the clearly expressed intention of the parties that the survivor of them retain the entire interest in their home.

Williams' extrajudicial conveyance of what she herself asserts is a substantial asset of her mother's estate to herself is clearly not allowed under Alabama law, and is a breach of her fiduciary duty as Conservator. Prior to acting as Conservator, she paid her own expenses from her mother's accounts, including making a large down payment on a home; following that appointment, as Conservator, she tried to give herself her mother's house. She received court approval long after the fact, and after her mother was already dead and the Conservatorship had ceased to exist. She has provided no authority for the proposition that placing Conservatorship property in her own name is anything other than a breach of her fiduciary duty.

### CONCLUSION

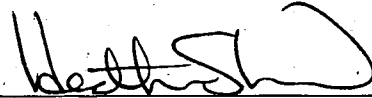
Williams has colored the facts of this case, and of the long-lasting committed relationship between Brad Jeffcoat and her mother in an attempt to convince the Court that it would have been her mother's wish that she force Brad from his home. The language of the deed contradicts that position, and the fact that even by Williams' own testimony every time her mother came to visit she wanted to go home, back to Charleston, to her house, to her life with Brad Jeffcoat.

There is no support in law or in fact for Williams' actions. The deed signed by the Conservator, purporting to convey the interest of Sandra Perkins in her home to Vanessa Williams individually, is completely invalid and without meaning. Upon the death of Sandra

Perkins, the property located at 1955 Old Fort Avenue, Charleston, South Carolina 29414, vested entirely in the name of Bradford Q. Jeffcoat by operation of the original deed conveying that property to him and his long-time partner jointly and the remainder to the survivor of them.

Defendant Bradford Q. Jeffcoat would respectfully request that Plaintiffs' Motion for Partial Summary Judgment be denied, that the deed purporting to convey an interest in his home to Vanessa Williams be set aside, and that a deed to the property be issued in his name alone. In the alternative, Defendant would respectfully request that the Motion be denied and this matter set for trial on the merits.

Respectfully submitted,



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March 27, 2017  
Mt. Pleasant, South Carolina

## VANESSA WILLIAMS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1</p> <p>STATE OF SOUTH CAROLINA, COUNTY OF CHARLESTON<br/>IN THE COURT OF COMMON PLEAS<br/>FOR THE NINTH JUDICIAL CIRCUIT</p> <p>VANESSA WILLIAMS AND<br/>VANESSA WILLIAMS as Conservator<br/>and Guardian of Sandra P. Perkins,<br/>Plaintiff,</p> <p>v. Case No: 2015-CP-10-6379</p> <p>BRADFORD Q. JEFFCOAT, JR., AND<br/>BLUE HERON BUILDERS, INC.,<br/>Defendants.</p> <p>LIVE VIDEO DEPOSITION TESTIMONY OF<br/>VANESSA WILLIAMS</p> <p>September 28, 2016<br/>9:30 a.m.<br/>REPORTED BY: Jamie Ritter-McCracken, CCR</p> | <p>3</p> <p>STIPULATION</p> <p>IT IS STIPULATED AND AGREED, by and between the parties through their respective counsel, that the deposition of VANESSA WILLIAMS, may be taken before Jamie Ritter-McCracken, Commissioner and Notary Public for the State of Alabama at Large, at the Law Office of Caldwell, Wenzel &amp; Asthana, 218 North Alston Street, Foley, Alabama, on the 28th day of September, 2016.</p> <p>IT IS FURTHER STIPULATED AND AGREED that the signature to the deposition by the witness is waived, said deposition to have the same force and effect as if full compliance had been had with all laws and rules of court relating to taking of deposition.</p> <p>IT IS FURTHER STIPULATED AND AGREED that it shall not be necessary for any objections to be made by counsel as to any questions, except as to form or leading questions, and that counsel for the parties may make objections and assign grounds at the time of trial, or at the time said deposition is offered in evidence, or prior thereto.</p> <p>IT IS FURTHER STIPULATED AND AGREED that notice of the filing of the deposition by the Commissioner is waived.</p> |
| <p>2</p> <p>In accordance with Rule 5(d) of The Alabama Rules of Civil Procedure, as Amended, effective May 15, 1988, I, Jamie Ritter-McCracken, am hereby delivering to Heather S. Shaw, Attorney at Law, the original transcript of the oral testimony taken on the 28th day of September, 2016, along with original exhibits, if any.</p> <p>Please be advised that this is the same and not retained by the Court Reporter, nor filed with the Court.</p>                                                                       | <p>4</p> <p>APPEARANCES</p> <p>BEFORE:</p> <p>Jamie Ritter-McCracken, CCR and Notary Public</p> <p>APPEARING ON BEHALF OF THE PLAINTIFF:</p> <p>VANESSA WILLIAMS AND<br/>VANESSA WILLIAMS as Conservator<br/>and Guardian of Sandra P. Perkins,<br/>John Andrew Wenzel, Esquire.<br/>Caldwell, Wenzel &amp; Asthana, PC<br/>281 North Alston Street<br/>Foley, Alabama 36535</p> <p>Chris Staubes, Esquire (via live video)<br/>Clawson &amp; Staubes, LLC<br/>126 Seven Farms Drive, Suite 200<br/>Charleston, South Carolina 29492</p> <p>APPEARING ON BEHALF OF THE DEFENDANTS:</p> <p>BRADFORD Q. JEFFCOAT, JR., AND<br/>BLUE HERON BUILDERS, INC.,<br/>Heather S. Shaw, Esquire<br/>Shaw Law Firm, LLC<br/>510 Mill Street, Suite 2B<br/>Mount Pleasant, South Carolina 29464</p>                                                                                                                                                                                                                                                                                                                                                                               |

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# VANESSA WILLIAMS

|                                                         |                                                         |
|---------------------------------------------------------|---------------------------------------------------------|
| 17                                                      | 19                                                      |
| 1 THE WITNESS: Dee would know. Dee tried to             | 1 never got the information.                            |
| 2 ask him for that. Dee asked him for that.             | 2 Q. But -- When was it that you did that?              |
| 3 A. Last year when she passed away in the -- I         | 3 A. After she died.                                    |
| 4 would say November.                                   | 4 Q. How long after she died?                           |
| 5 BY MS. SHAW:                                          | 5 A. I would say, maybe, two weeks, three weeks --      |
| 6 Q. So you asked him --                                | 6 two or three weeks.                                   |
| 7 A. Yes.                                               | 7 Q. Okay. And to this day, do you know if her          |
| 8 Q. You asked him last year when she passed away?      | 8 siblings have been notified?                          |
| 9 A. Yes, I tried to get that information and I         | 9 A. Um, from what I -- No, the -- from what I          |
| 10 couldn't -- I was not able to get --                 | 10 understand, they haven't.                            |
| 11 Q. Then how -- How did -- How did you reach out to   | 11 Q. Okay. Okay. Okay. Can you tell me a little        |
| 12 him?                                                 | 12 bit about your husband's family; does he have -- I   |
| 13 A. My lawyer contacted him.                          | 13 know you said his mother is living and his father is |
| 14 Q. Which lawyer is that?                             | 14 deceased; is that correct?                           |
| 15 A. It's Dee.                                         | 15 A. Yes.                                              |
| 16 Q. I'm sorry?                                        | 16 Q. And what are their names?                         |
| 17 A. Ms. Dee contacted him.                            | 17 A. Sammy Williams and -- that's his mother, and      |
| 18 Q. You said Ms. Dee?                                 | 18 Jerry Williams was his father.                       |
| 19 A. Yes.                                              | 19 Q. I'm sorry, what was the father's name?            |
| 20 Q. Okay. Do you know how she contacted him?          | 20 A. Jerry Williams -- Jerry.                          |
| 21 A. I believe it was a phone call -- conversation.    | 21 Q. Jerry?                                            |
| 22 Q. Okay. Do you know when?                           | 22 A. Uh-huh (affirmative).                             |
| 23 A. It was right -- it -- either November or          | 23 Q. And when did he pass?                             |
| 24 December; it was right after she died.               | 24 A. May of 2006 or '09 -- it was right after          |
| 25 Q. Did you have a memorial for your mother?          | 25 Hurricane Katrina. Was that '06? I think that was    |
| 18                                                      | 20                                                      |
| 1 A. Yes.                                               | 1 '06.                                                  |
| 2 Q. When was that?                                     | 2 Q. And where is his mother living now?                |
| 3 A. A week after she died at Saint Joseph Catholic     | 3 A. She lives in Gulfport, Mississippi.                |
| 4 Church in Lillian, Alabama.                           | 4 Q. Does he have any brothers and sisters?             |
| 5 Q. Okay. Saint Jo's where?                            | 5 A. He has an older brother and a younger sister.      |
| 6 A. Saint Joseph Catholic Church in Lillian,           | 6 Q. What are their names?                              |
| 7 Alabama.                                              | 7 A. Byron -- Byron Williams and Loraine Quant.         |
| 8 Q. And what was her date of death?                    | 8 Q. Byron Williams?                                    |
| 9 A. November 26, 2015.                                 | 9 A. Uh-huh (affirmative), and Loraine Quant,           |
| 10 Q. November 26th? So --                              | 10 Q-U-A-N-T.                                           |
| 11 A. Or it was the day after -- it was black Friday;   | 11 Q. And do you know where they're living?             |
| 12 it was the day after Thanksgiving.                   | 12 A. Byron lives in Gulfport and Loraine lives in      |
| 13 Q. Black Friday?                                     | 13 D'Iberville the last time I -- I mean, I think       |
| 14 A. Uh-huh (affirmative).                             | 14 that's where they're -- they're living --            |
| 15 Q. So about a week later you had the memorial        | 15 Q. Can you, please, spell --                         |
| 16 service?                                             | 16 A. -- they could've moved.                           |
| 17 A. Yes, ma'am, after -- it takes them -- as soon     | 17 Q. -- that, I'm having a hard time?                  |
| 18 as we got her back from being cremated --            | 18 A. Gulfport and D'Iberville?                         |
| 19 Q. Okay.                                             | 19 Q. Gulfport -- yeah, D'Iberville.                    |
| 20 A. -- we had the service.                            | 20 A. D'Iberville, uh-huh (affirmative).                |
| 21 Q. Okay. And so at what point did you reach out      | 21 Q. Can you spell that for me, please?                |
| 22 to the family members?                               | 22 A. D-I-B-E-R-V-I-L-L-E, Mississippi.                 |
| 23 A. I tried to reach out to get the information       | 23 Q. Does he have contact with his siblings?           |
| 24 through my lawyer but they -- there was -- I -- Brad | 24 A. No.                                               |
| 25 said there was no information in the house so we     | 25 Q. When's the last time he had contact with them?    |

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# VANESSA WILLIAMS

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>33</p> <p>1 Q. Okay. What years was she doing that?</p> <p>2 A. When did we move there? What, 2000 -- 2000 to</p> <p>3 2006. It might've been closer to 1998 to 2006, I</p> <p>4 mean, I don't know the exact dates but --</p> <p>5 Q. Okay. Okay. All right. But, at any rate, she</p> <p>6 gave you \$18,000 to put down on the house?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And it came from her IRA?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. When you sold the house, was that money</p> <p>11 given back to your mother?</p> <p>12 A. No, she had already passed away. She was</p> <p>13 already deceased.</p> <p>14 Q. Okay. Okay. So you -- Let's see. I have that</p> <p>15 you moved out of it in June of 2015; did you move</p> <p>16 out before you sold it?</p> <p>17 A. Yes.</p> <p>18 Q. All right. What was the reason for that?</p> <p>19 A. Because we were in the process of moving to</p> <p>20 Florida -- Pensacola, Florida, and Alabama since my</p> <p>21 husband got a new job. My mother got sick in April</p> <p>22 of 2015. I was contacted from Brad that I needed to</p> <p>23 come up there, she was in the hospital. And in the</p> <p>24 meantime, my husband started his job at the naval</p> <p>25 air station on December 1, 2015 -- or -- no, 2 -- he</p>                                                                                                    | <p>35</p> <p>1 a trailer.</p> <p>2 Q. Okay.</p> <p>3 A. A small trailer in Waterworks.</p> <p>4 Q. Okay. And how did he have the money to buy the</p> <p>5 trailer?</p> <p>6 A. Well, at the time, I was not working so my</p> <p>7 mother helped us with the closing costs and we</p> <p>8 bought the trailer, and I believe that was around</p> <p>9 4,300.</p> <p>10 Q. Okay. All right. And then the house sold in</p> <p>11 -- when, the house in Alabama -- I'm sorry --</p> <p>12 Mississippi?</p> <p>13 A. When did it sell? It sold in December of 2015.</p> <p>14 Q. The money you received from your mother, was it</p> <p>15 a -- a -- was it a loan, was it a gift?</p> <p>16 A. She wrote a check.</p> <p>17 Q. Was it a loan or was it a gift?</p> <p>18 A. It was a gift.</p> <p>19 Q. And how did -- So she just wrote you a check?</p> <p>20 A. Right.</p> <p>21 Q. You said it came from her -- came from IRA; did</p> <p>22 she have a checkbook attached to her IRA?</p> <p>23 A. Or might've -- it might've been her checking --</p> <p>24 I think it was her checking account. She had added</p> <p>25 me to her checking account.</p> |
| <p>34</p> <p>1 started December 1, 2014. And we had our house on</p> <p>2 the market for nine months to be sold.</p> <p>3 In the meantime, my mother had gotten sick in</p> <p>4 April of 2015. I went to stay with her for five</p> <p>5 weeks 'cause I was contacted from Brad saying that</p> <p>6 she was in the hospital; he was gonna have to put</p> <p>7 her in the hospital, she was sick. And when my</p> <p>8 mother -- when I moved my mother because she wasn't</p> <p>9 doing well, I moved her to Alabama because I did not</p> <p>10 want to move her more than one time because she had</p> <p>11 dementia.</p> <p>12 Q. So you had both places of residence prior to</p> <p>13 you coming to Charleston?</p> <p>14 A. No. My husband was living in a mobile home, a</p> <p>15 RV, on the naval air station while he was working</p> <p>16 Monday through Friday, and going home to Mississippi</p> <p>17 on the weekends while we were trying to sell our</p> <p>18 house in Mississippi. And I was in Charleston</p> <p>19 during all this time when he started his job because</p> <p>20 that's when she got sick.</p> <p>21 When I moved her -- in June is when I moved her</p> <p>22 from Charleston to Alabama.</p> <p>23 Q. Okay. Did you move her into the RV that you're</p> <p>24 talking about?</p> <p>25 A. No, we moved into the trailer; he had purchased</p> | <p>36</p> <p>1 Q. When did she do that?</p> <p>2 A. She added me in April of 2015 to her checking</p> <p>3 account at South State Bank in --</p> <p>4 Q. And it was your -- I'm sorry. South State?</p> <p>5 A. Yes, ma'am.</p> <p>6 Q. So did you write the check or did she?</p> <p>7 A. I wrote the check out of her account.</p> <p>8 Q. Did she know that you wrote the check?</p> <p>9 A. Yes, ma'am.</p> <p>10 Q. What other checks did you write out of her</p> <p>11 account?</p> <p>12 A. Uh, I mean, groceries, her doctors' bills. I</p> <p>13 was not working at the time; I was her caregiver.</p> <p>14 Q. Did she add you as a signer to the account or</p> <p>15 --</p> <p>16 A. Yes, ma'am. I was joint on her checking</p> <p>17 account.</p> <p>18 Q. And you said that happened in April of 2015?</p> <p>19 A. Yes.</p> <p>20 Q. That was when you were here after Mr. Jeffcoat</p> <p>21 had asked you to come?</p> <p>22 A. Yes.</p> <p>23 Q. So you wrote checks for all sorts of living</p> <p>24 expenses; is that what you said?</p> <p>25 A. And doctor bills, yes, and my daughter's</p>                                         |

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# VANESSA WILLIAMS

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| <p>37</p> <p>1 college.</p> <p>2 Q. How much money was in your mother's checking</p> <p>3 account when you were added to it?</p> <p>4 A. 41,000-and-something.</p> <p>5 Q. Did she have money coming into it monthly or on</p> <p>6 a regular basis?</p> <p>7 A. Yes.</p> <p>8 Q. And do you know how much that was?</p> <p>9 A. She had about 2,200 coming in for retirement a</p> <p>10 month.</p> <p>11 Q. Anything else?</p> <p>12 A. No.</p> <p>13 Q. And how much would you say you -- you spent</p> <p>14 from that account?</p> <p>15 A. Well, I mean, our expenses were around 22 or</p> <p>16 2,300 a month for a family of four.</p> <p>17 Q. So she began paying all of the family expenses?</p> <p>18 A. Not all of them. My husband paid the mortgage</p> <p>19 and electric bill and all the expenses to the home</p> <p>20 --</p> <p>21 Q. Okay.</p> <p>22 A. -- but groceries and her doctor bills, my</p> <p>23 daughter's tuition for college, gas, groceries came</p> <p>24 out of her account while I was not working and</p> <p>25 taking care of her.</p>                                               | <p>39</p> <p>1 A. I'm sorry?</p> <p>2 Q. What accounts --</p> <p>3 A. Her IRA account, her retirement account, and</p> <p>4 her checking account.</p> <p>5 Q. So she had one IRA account?</p> <p>6 A. Yes.</p> <p>7 Q. One retirement account, what is that?</p> <p>8 A. She has a retirement account.</p> <p>9 Q. What do you mean by retirement?</p> <p>10 A. Her Edward Jones IRA account.</p> <p>11 Q. Okay.</p> <p>12 A. And then her checking account at South State</p> <p>13 Bank.</p> <p>14 Q. So all the accounts that you were familiar with</p> <p>15 and had access to were at Edward Jones and/or South</p> <p>16 State --</p> <p>17 A. Yes.</p> <p>18 Q. -- is that right?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. So was there -- Okay. So you don't know</p> <p>21 how much was left in checking at the time of her</p> <p>22 death. Had you accessed the Edward Jones for any</p> <p>23 reason --</p> <p>24 A. Yes.</p> <p>25 Q. -- prior to her death?</p>                                                                                                                                                                                                                                                                                           |
| <p>38</p> <p>1 Q. So that started in April and she passed in</p> <p>2 November; is that right?</p> <p>3 A. Yes.</p> <p>4 Q. And how much would you say was in the account</p> <p>5 in November when she passed?</p> <p>6 A. I don't know. I would have to look.</p> <p>7 Q. Do you have statements from that account</p> <p>8 somewhere?</p> <p>9 A. I can get them.</p> <p>10 Q. Did you have access to any other monies of your</p> <p>11 mother?</p> <p>12 A. Can you repeat the question?</p> <p>13 Q. Did you have access to any other monies of your</p> <p>14 mother's aside from the one checking account that</p> <p>15 you wrote checks on?</p> <p>16 A. When the -- what's the -- what time of the -- I</p> <p>17 mean, when I got here, I contacted my lawyer and got</p> <p>18 guardianship of my mother and was named as</p> <p>19 conservator, and that was in the middle of July,</p> <p>20 maybe, August.</p> <p>21 Q. And at that point you were --</p> <p>22 A. I was on all of her accounts after that.</p> <p>23 Q. -- on all of her accounts?</p> <p>24 A. Yes, ma'am.</p> <p>25 Q. What accounts --</p> | <p>40</p> <p>1 A. Yes.</p> <p>2 Q. And what -- what -- what was that for?</p> <p>3 A. College tuition, living expenses, and lawyer</p> <p>4 fees.</p> <p>5 Q. You accessed Edward Jones for those things?</p> <p>6 A. Yes, ma'am.</p> <p>7 Q. Okay.</p> <p>8 A. And I did pay some lawyer fees out of her</p> <p>9 checking account also.</p> <p>10 Q. Okay. All right. You said you were out of</p> <p>11 work at the time that Brad had asked you to come</p> <p>12 here in April of 2015.</p> <p>13 A. No. I was on paid -- I was on Family Medical</p> <p>14 Leave. I took Family Medical Leave and left my job</p> <p>15 and went up there. I worked at the Beau Rivage for</p> <p>16 nine years in their accounts receivable department.</p> <p>17 Q. In their what --</p> <p>18 A. He called me in April and said she was sick and</p> <p>19 I went on Family Medical Leave for five weeks. I</p> <p>20 came back for a week and-a-half, and the therapist</p> <p>21 called me that was taking care of her and told me</p> <p>22 that she wasn't doing well, I needed to come back to</p> <p>23 Charleston. At that time, I resigned from my job</p> <p>24 and took over as her caregiver full time.</p> <p>25 Q. I'm sorry. You said you worked for nine</p> |

10 (Pages 37 to 40)

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# VANESSA WILLIAMS

|                                                         |                                                      |
|---------------------------------------------------------|------------------------------------------------------|
| 45                                                      | 47                                                   |
| 1 A. That's when he started making the pay increase     | 1 Q. Okay. The first check that was written for      |
| 2 of 80 -- around 80,000.                               | 2 your daughter's college tuition, it was written by |
| 3 Q. That's what I'm trying to say. Okay.               | 3 you, is that right, from her account; it wasn't    |
| 4 A. Okay. Sorry.                                       | 4 written by her?                                    |
| 5 Q. All right. And when did your daughter start        | 5 A. Correct, yes.                                   |
| 6 college?                                              | 6 Q. Okay. Okay.                                     |
| 7 A. 2014.                                              | 7 MS. SHAW: I'd like to take a break at some         |
| 8 Q. And she's at Auburn you said?                      | 8 point; I think we've been at it a little over an   |
| 9 A. Well, yeah -- now, yes.                            | 9 hour. Mr. Wenzel, do you want to chime in on an    |
| 10 Q. Where was she then?                               | 10 appropriate break time? I'm thinking, maybe, 15   |
| 11 A. She was at Mississippi Gulf Coast Community       | 11 minutes or so.                                    |
| 12 College in Perkinston, Mississippi, for two years.   | 12 MR. WENZEL: Sounds good.                          |
| 13 Q. And so she started --                             | 13 BY MS. SHAW:                                      |
| 14 A. And then we moved here; she was at South          | 14 Q. All right, Ms. Williams, have you ever been    |
| 15 Alabama for a year; and this -- she just started at  | 15 arrested?                                         |
| 16 Auburn this semester.                                | 16 A. No.                                            |
| 17 Q. When did your mother start paying for her         | 17 Q. Have you ever been fired from a job?           |
| 18 tuition?                                             | 18 A. No.                                            |
| 19 A. She had a scholarship for two years at Perk;      | 19 Q. Never been fired?                              |
| 20 she didn't pay for -- she didn't start paying till   | 20 A. No.                                            |
| 21 she went to South Alabama, I'd say, two years ago.   | 21 Q. Have you ever filed for unemployment benefit?  |
| 22 When I quit working, she started helping me with her | 22 A. No.                                            |
| 23 tuition.                                             | 23 Q. Have you ever filed bankruptcy?                |
| 24 Q. When you came here and got on her bank account?   | 24 A. No.                                            |
| 25 A. No, when I was -- started taking care of her      | 25 Q. Have you ever been sued?                       |
| 46                                                      | 48                                                   |
| 1 full time as her caregiver is when she started        | 1 A. No.                                             |
| 2 helping me with her tuition.                          | 2 Q. Have you ever been in foreclosure?              |
| 3 Q. Okay. She was in full blown dementia then;         | 3 A. No.                                             |
| 4 wasn't she?                                           | 4 Q. Have you ever been evicted?                     |
| 5 A. I don't know when it started. I know Brad had      | 5 A. No.                                             |
| 6 told me she was sick back in '09, but a lot of stuff  | 6 Q. Have you ever been involved in a lawsuit        |
| 7 was hidden from us -- from me and my husband. So,     | 7 before?                                            |
| 8 yes, when I went up there in April of 2015, she was   | 8 A. Only where the -- with my mother-in-law --      |
| 9 -- she was sick.                                      | 9 Q. Okay.                                           |
| 10 Q. She was sick in full blown dementia.              | 10 A. -- when my husband's signature was forged.     |
| 11 A. Well, the doctor said she was okay but she was    | 11 Q. Okay. Ever received any personal injury        |
| 12 sick losing weight.                                  | 12 settlement?                                       |
| 13 Q. What was her diagnosis?                           | 13 A. No.                                            |
| 14 A. She had frontotemporal dementia.                  | 14 Q. Never filed for disability?                    |
| 15 Q. So she started paying for your daughter's         | 15 A. No.                                            |
| 16 school when you took over her checkbook because she  | 16 Q. Okay. And are you a party to that lawsuit with |
| 17 was incompetent.                                     | 17 your husband --                                   |
| 18 A. No, she --                                        | 18 A. No.                                            |
| 19 MR. WENZEL: Object to the form.                      | 19 Q. -- and his mother? Okay.                       |
| 20 A. -- she was not incompetent.                       | 20 A. I mean, I'm just his spouse, I mean --         |
| 21 BY MS. SHAW:                                         | 21 Q. Right.                                         |
| 22 Q. She was not incompetent?                          | 22 A. -- I'm not on -- that's -- I'm not on the      |
| 23 A. No, that's not -- I mean, she had signs of        | 23 business.                                         |
| 24 dementia and was sick and was being neglected but    | 24 Q. Have you testified in that case?               |
| 25 the doctor said she was still of sound mind.         | 25 A. No.                                            |

12 (Pages 45 to 48)

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# VANESSA WILLIAMS

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1 Q. What kind of position -- What kind of position  
2 was that?  
3 A. Front -- Their -- At their hotel for front desk  
4 clerk, clerical work.  
5 Q. You applied for two positions there?  
6 A. Yeah, administrative work.  
7 Q. At the Base?  
8 A. Yes.  
9 Q. And when did you -- when did you fill out those  
10 applications?  
11 A. I don't know, it's been a few months; I don't  
12 know the exact date.  
13 Q. Have you filled out any other applications  
14 anywhere?  
15 A. No.  
16 Q. Okay. What can you tell me about your mother's  
17 trust?  
18 MR. WENZEL: Object to the form.  
19 BY MS. SHAW:  
20 Q. Please answer.  
21 A. It's part of her IRA account.  
22 Q. Her --  
23 A. It's included in her one account.  
24 Q. When did you learn that your mother had a  
25 trust?

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1 A. Yes.  
2 Q. Okay. So you've always known she had a trust;  
3 how did you know; did she talk to you about it?  
4 A. Well, when my father died, she had full  
5 military benefits, she told me that. And she worked  
6 for Edwards --  
7 Q. Your mom --  
8 A. -- she worked for the stockmarket for 30 years  
9 so she knew -- she would tell me about, you know,  
10 her IRA and things that were going on in the  
11 stockmarket, and that I need to open an IRA, and, I  
12 mean, I knew that.  
13 Q. Okay. Did she talk to you about how much money  
14 she had in there?  
15 A. No, I didn't know how much was in there.  
16 Q. Did she talk to you about her plans for that  
17 money?  
18 A. Well, she said when she passed away, that it  
19 would be for us and for her grandchildren.  
20 Q. Okay. Can you tell me about the relationship  
21 between your mother and Mr. Jeffcoat?  
22 A. They were partners. They were roommates.  
23 Q. They were roommates --  
24 A. Uh-huh (affirmative).  
25 Q. -- not partners?

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1 A. She -- Back in -- I've always known she had a  
2 trust account.  
3 Q. Were you ever granted power in the trust  
4 account to access those funds prior to her -- prior  
5 to you being granted conservatorship or guardian?  
6 A. No.  
7 Q. Did you, in fact, receive monies from the trust  
8 at times over the years?  
9 A. I don't know.  
10 Q. Did you receive money from your mother at times  
11 over the years?  
12 A. Yes.  
13 Q. Tell me about -- Tell me about that. I know  
14 that you received 18,000 when you purchased your  
15 home; when else did your mother give you money?  
16 A. She paid for my daughter's catholic school when  
17 she was in high school; and then she paid for her --  
18 some of my daughter's expenses for school.  
19 Q. What other monies did she give you?  
20 A. That's about -- That's all.  
21 Q. That was it?  
22 A. Yes.  
23 Q. So for your daughter.  
24 A. Uh-huh (affirmative).  
25 Q. And for your house.

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1 A. Roommates, basically.  
2 Q. They were roommates?  
3 A. Yeah. And when she got sick, he did not wanna  
4 take care of her anymore. When I tried to move her  
5 several times, he got upset about it and would come  
6 and get her.  
7 Q. You use the word partners; do you mean romantic  
8 partners?  
9 A. No, they were just -- they lived together.  
10 Q. The lived together --  
11 A. They split everything. Everything -- They had  
12 an agreement where they split everything; that's  
13 what I was told by Brad; that's what I understood  
14 that she said, everything was split.  
15 Q. What did she say?  
16 A. She said that they have --  
17 Q. I'm --  
18 A. -- they split all their housing expenses.  
19 Q. Right. Okay. What did she say about her  
20 relationship with Brad?  
21 A. Well, they lived together. She did think he  
22 was he was cheating on her in the end there.  
23 Q. So it was a --  
24 A. It wasn't a good relationship.  
25 Q. Was it a romantic relationship?

16 (Pages 61 to 64)

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# VANESSA WILLIAMS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: right;">65</p> <p>1 A. No.</p> <p>2 Q. They were strictly roommates?</p> <p>3 A. Yes.</p> <p>4 Q. When you say he was cheating on her, what does</p> <p>5 that mean then?</p> <p>6 A. Well, supposedly he had -- she thought he was</p> <p>7 having affairs. He was seeing other people. They</p> <p>8 were seeing each other. They lived together but she</p> <p>9 said he was seeing other people.</p> <p>10 Q. So they were seeing each other?</p> <p>11 A. For a -- For a little while. I don't -- at the</p> <p>12 end, he wasn't -- I mean, weren't romantically</p> <p>13 involved.</p> <p>14 Q. Do you know when it ended between them,</p> <p>15 romantically?</p> <p>16 A. Around 2009, 2010, 'cause he had told --</p> <p>17 Q. Why do you say --</p> <p>18 A. -- he told me that he -- she was not doing well</p> <p>19 and he did not want to take care of her when she got</p> <p>20 old. And she was having issues. And I told him</p> <p>21 that she needed to come stay with us, but he did not</p> <p>22 want her to leave.</p> <p>23 Q. And this was in '09, 2009, 2010?</p> <p>24 A. Yes.</p> <p>25 Q. What did he say was wrong with her in 2009,</p>          | <p style="text-align: right;">67</p> <p>1 Q. Okay. And when did her relationship with him</p> <p>2 begin; do you know?</p> <p>3 A. After one of the hurricanes in Charleston, he</p> <p>4 did some work for her. I wanna say, maybe, 2000-and</p> <p>5 -- 2003, maybe, there was a hurricane that hit</p> <p>6 Charleston; she had some damage to her home and he</p> <p>7 helped -- she contacted him to help her repair her</p> <p>8 house.</p> <p>9 Q. Okay. And when did you meet him?</p> <p>10 A. Well, it must've been 2000. I mean, I don't</p> <p>11 know the exact dates. I don't know. I can just</p> <p>12 guess that it was, you know -- my daughter was five</p> <p>13 at the time, 2000.</p> <p>14 Q. And how did you meet him? Do you recall</p> <p>15 meeting him?</p> <p>16 A. We came up for a holiday, I believe it was</p> <p>17 Thanksgiving; my grandmother was there from England,</p> <p>18 and my mom and Brad had just purchased the house in</p> <p>19 Charleston, and we came up there to visit for the</p> <p>20 holidays, and that's when I met him.</p> <p>21 Q. That was the first time you met him was after</p> <p>22 they had purchased the house together?</p> <p>23 A. Yes.</p> <p>24 Q. And it was here in Charleston?</p> <p>25 A. Yes.</p> |
| <p style="text-align: right;">66</p> <p>1 2010?</p> <p>2 A. He said -- He said she was showing -- the</p> <p>3 doctor said she was showing signs of Alzheimer's,</p> <p>4 but it wasn't Alzheimer's, it was dementia from what</p> <p>5 I found out when I finally got with doctors in 2015.</p> <p>6 Q. Okay. All right. So -- And at what point are</p> <p>7 you saying the romantic -- they were no longer</p> <p>8 romantically involved after 2009?</p> <p>9 A. Right.</p> <p>10 Q. Or '10?</p> <p>11 A. Right.</p> <p>12 Q. Okay. But they continued to live together?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. Prior to 2009, they were romantically a</p> <p>15 couple; is that right?</p> <p>16 A. They were friends; she, you know -- they lived</p> <p>17 together. They weren't married. They lived</p> <p>18 together.</p> <p>19 Q. Were they intimate with one another, do you</p> <p>20 think?</p> <p>21 A. Probably in the beginning, but I know after</p> <p>22 2009, they weren't 'cause she told me that.</p> <p>23 Q. Okay. Okay. But you used the word partners at</p> <p>24 one point to describe them; is that right?</p> <p>25 A. Well, roommates, partners, they lived together.</p> | <p style="text-align: right;">68</p> <p>1 Q. And how many times do you think you met him or</p> <p>2 saw him over those years from the time you met until</p> <p>3 present?</p> <p>4 A. A lot. We saw them about two or three times a</p> <p>5 year.</p> <p>6 Q. And was that here or was that where you</p> <p>7 lived --</p> <p>8 A. Both.</p> <p>9 Q. -- that you would see them?</p> <p>10 A. Both.</p> <p>11 Q. Both. So you would visit her at the home that</p> <p>12 she owned with Mr. Jeffcoat?</p> <p>13 A. Yes.</p> <p>14 Q. And did you stay in the home when you came to</p> <p>15 visit?</p> <p>16 A. Yes.</p> <p>17 Q. Did you bring your family?</p> <p>18 A. Yes.</p> <p>19 Q. How long would a visit typically last?</p> <p>20 A. Usually a week.</p> <p>21 Q. And did she sleep in the same bedroom with Mr.</p> <p>22 Jeffcoat when you were visiting?</p> <p>23 A. Yes.</p> <p>24 Q. And what -- he would come with her to visit</p> <p>25 you; is that --</p>                                                                                                                                                                                                                                                                                                |

17 (Pages 65 to 68)



BP0519167

#PGS:

4

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )

TITLE NOT EXAMINED BY CLAWSON & STAUBES, LLC  
**TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, that I, **Sandra P. Perkins**, for and in consideration of the sum of **Ten and 00/100 Dollars (\$10.00)** and love and affection to me in hand paid at and before the sealing of these presents by **Vanessa L. Williams**, in the State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do, subject to all covenants, restrictions and easements of record ("Exceptions"), grant, bargain, sell and release unto the said **Vanessa L. Williams**, her heirs and assigns, all of my one half undivided interest in and to the following described property, to-wit:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as Lot #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

BEING the same property conveyed to Bradford Q. Jeffcoat, Jr. and Sandra P. Perkins by deed of Bradford Q. Jeffcoat, Jr. dated July 1, 2000 and recorded February 6, 2001 in Book D364, at Page 107 in the RMC Office for Greenville County, South Carolina.

TMS# 355-09-00-108

Grantee's Address:

32183 Waterworks Ln  
Lillian AL 36549

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, subject to the Exceptions, all and singular, the said premises before mentioned unto the said **Vanessa L. Williams**, her heirs and assigns forever a one half undivided interest.

AND, subject to the Exceptions, I do hereby bind myself and my heirs, personal representatives and administrators to warrant and forever defend, all and singular, the said premises unto the said **Vanessa L. Williams**, 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 16<sup>th</sup> day of November, 2015.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

SA  
(First Witness signs here)

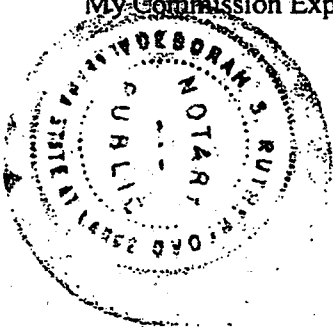
Angie R. Coward  
(Second Witness or Notary signs here)

Vanessa L. Williams (L.S.)  
Sandra P. Perkins, by Vanessa L. Williams,  
Guardian and Conservator of Sandra P. Perkins

STATE OF Alabama )  
COUNTY OF Baldwin )

THE foregoing instrument was acknowledged before me by Sandra P. Perkins, by Vanessa L. Williams, Guardian and Conservator of Sandra P. Perkins this 16<sup>th</sup> day of November, 2015.

Deborah S. Rutledge (L.S.)  
Notary Public for Alabama  
My Commission Expires: 8-19-17



Alabama  
STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )  
Baldwin

AFFIDAVIT

Date of Transfer of Title  
November 16, 2015

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Sandra P. Perkins to Vanessa L. Williams on November 16, 2015.
3. Check one of the following: The DEED is
  - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (c) x EXEMPT from the deed recording fee because (exemptions #1)  
(Explanation, if required (transferring one half interests less than \$100.00)  
(If exempt, please skip items 4-6, and go to item 7 of this affidavit)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.
  - (b) The fee is computed on the fair market value of the realty which is \$.
  - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$.
5. Check YES or NO to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If yes, the amount of the outstanding balance of this lien or encumbrance is \$.
6. The DEED Recording Fee is computed as follows:
  - (A) \$ the amount listed in item 4 above
  - (b) \$ the amount listed in item 5 above (no amount place zero)
  - (c) \$ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:  
Legal Representative.
8. Check if Property other than Real Property is being transferred to this Deed.
  - (a) Mobile Home
  - (b) Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of deceased  
CASE NUMBER . Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. In the Estate of deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me on this 16<sup>th</sup> day  
of November, 2015

Notary Public for the State of South Carolina  
My Comm. Expires 8-19-17



Vanessa L. Williams  
Legal Representative

Vanessa L. Williams  
Print Name

This Instrument Prepared By (but no title search performed):  
And to Be Returned to:  
Elaine H. Fowler  
Turner, Padgett, Graham & Laney, P.A.  
Post Office Box 22129  
Charleston, SC 29413-2129

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

# GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Bradford Q. Jeffcoat, Jr. (hereinafter whether singular or plural, "GRANTOR"), in the State aforesaid, for and in consideration of the sum of Five and 00/100 Dollars (\$5.00) and other valuable consideration, to GRANTOR in hand paid at and before the sealing and delivery of these presents by Bradford Q. Jeffcoat, Jr. and Sandra P. Perkins, jointly with right of survivorship, and not as tenants in common (hereinafter collectively referred to as "GRANTEE"), 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 GRANTEE the following described property (the "Property"):

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as LOT #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

THIS conveyance is made SUBJECT to any and all restrictions, easements and/or rights-of-way affecting the above-described property as recorded in the ROD Office for Charleston County, South Carolina.

Derivation: The foregoing property being the same property conveyed to the Grantor by Jane L. Dennis d/b/a Blue Heron Co., by deed dated April 28, 2000 and recorded in the Office of the Register of Deeds for Charleston County on April 28, 2000 in Deed Book N346 at Page 023.

TMS#: 355-09-00-108

GRANTEE'S ADDRESS: 1955 Old Fort Avenue  
Charleston, South Carolina 29414

This conveyance is made subject to all obligations, restrictions, limitations, covenants and easements of record and governmental ordinances and regulations affecting the Property.

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 GRANTEE, its successors and assigns forever.

And the GRANTOR hereby binds GRANTOR and GRANTOR'S Heirs and Personal Representatives to warrant and forever defend all and singular the said premises unto the said GRANTEE and GRANTEE'S successors and assigns against GRANTOR and GRANTOR'S Heirs, and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS GRANTOR'S Hand and Seal, as of the 1st day of July, 2000.

Signed, Sealed and Delivered  
In The Presence of:

Elaine H. Fowler  
Mary C. Zahedi

Bradford Q. Jeffcoat, Jr.  
Bradford Q. Jeffcoat, Jr.

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

**ACKNOWLEDGMENT**

I, a Notary Public, within and for the State and County aforesaid do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County and was executed and acknowledged by Bradford Q. Jeffcoat, Jr., Grantor, to be the free and voluntary act and deed of the Grantor.

WITNESS my signature as of the 1st day of July, 2000.

Elaine H. Fowler  
Notary Public for South Carolina  
My Commission Expires: 10/31/06



STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

AFFIDAVIT

Date of Transfer of Title  
(Closing Date) July 1st, 2000

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by **BRADFORD Q. JEFFCOAT, JR.** to **BRADFORD Q. JEFFCOAT, JR. and SANDRA P. PERKINS**, jointly with right of survivorship, and not as tenants in common, on July 1st, 2000.
3. Check one of the following: **The DEED is**
  - (a) XX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (c) \_\_\_\_\_ EXEMPT from the deed recording fee because (exemption# \_\_\_\_\_)  
(Explanation if required)  
(If exempt, please skip items 4-6 and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$74,750.00.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_.
5. Check YES \_\_\_\_\_ or NO XX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_.
6. The DEED Recording Fee is computed as follows:
  - (a) \$74,750.00 the amount listed in item 4 above
  - (b) -0- the amount listed in item 5 above (no amount place zero)
  - (c) \$74,750.00 subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me as of the 1st  
day of July, 2000.

Glenn H. Fowler  
Notary Public for South Carolina  
My Commission Expires: 10/31/06

Grantor, Grantee, or Legal Representative  
connected with this transaction

Bradford Q. Jeffcoat, Jr.

Print or Type Name here

## Heather S. Shaw

Attorney At Law

510 Mill Street, Suite 2B  
Mt. Pleasant, SC 29464

Telephone: (843) 377-1686  
Fax: (843) 793-3143  
heather@shawfamilylaw.com

March 27, 2017

### VIA HAND DELIVERY

Clerk of Court  
Charleston County Circuit Court  
100 Broad Street  
Charleston, SC 29401

**Re: Williams v. Jeffcoat**  
**Case No.: 2015-CP-10-6379**

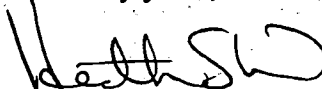
Dear Clerk:

Enclosed for filing is the original and two (2) copies of the Memorandum of Defendant Bradford Q. Jeffcoat, Jr. in Opposition to Plaintiffs' Motion for Partial Summary Judgment and Cross Motion for Partial Summary Judgment. Also, enclosed for filing is the original and two (2) copies of the Affidavit of Defendant Bradford Q. Jeffcoat, Jr. in Opposition to Plaintiffs' Motion for Partial Summary Judgment.

By copy of this correspondence, we are serving Plaintiffs' attorney with a copy of each of these documents.

With kindest regards, I am

Sincerely yours,



Heather S. Shaw

HSS/slf  
Enclosures

cc: Chris Staubes (w/copy of enclosure)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

Vanessa Williams and Vanessa Williams, )  
as Conservator and Guardian of Sandra P )  
Perkins, and Vanessa Williams, as Personal )  
Representative of the Estate of Sandra P. )  
Perkins, )

Plaintiffs, )

v. )

Bradford Q. Jeffcoat, Jr. and Blue Heron )  
Builders, Inc., )

Defendants. )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-6379

**AFFIDAVIT OF DEFENDANT  
BRADFORD Q. JEFFCOAT, JR.  
IN OPPOSITION TO PLAINTIFF'S  
MOTION FOR PARTIAL SUMMARY  
JUDGEMENT**

**FILED**  
2017 MAR 27 PM 1:10  
JULIE J. ARMSTRONG  
CLERK OF COURT

Bradford Q. Jeffcoat, Jr., being first duly sworn and cautioned, states and affies as follows:

1. I am a Defendant in this action, and am personally knowledgeable about the facts set forth herein.
2. Sandra Perkins and I lived together for almost 20 years.
3. In 2000, and after Sandra Perkins and I were already living together as a committed couple, I purchased a home, the property at issue in this action.
4. Although I originally purchased the home in my name only, I subsequently transferred one-half interest in the property to Sandra, and we executed a new deed to the property as joint tenants with right of survivorship.
5. Sometime after I purchased the home, and independent of the deed, Sandra executed a note to me because she wanted to contribute toward the home since we lived there together.

6. Before executing the new deed, Sandra and I discussed at length that when one of us passed away, it was our wish and intent that the house would automatically go to the survivor, which is why we chose to do a joint tenancy with right of survivorship.

7. We relied upon the advice of an attorney in preparing a deed which would ensure that our home would always remain the property of both of us and would pass automatically to the survivor of us without having to go through any probate proceedings. Neither Sandra Perkins nor I have any legal training and we executed documents prepared by counsel and intended to accomplish this goal.

8. We continued to live together as a committed couple until 2015.

9. Sandra developed Alzheimer's disease and eventually had to quit her job due to increasing memory loss as a result of this disease.

10. In the spring of 2015, I asked her daughter, Plaintiff Vanessa Williams, if she could come to Charleston and help me take her mother to doctor's appointments, as I had to work.

11. On June 16, 2015, while I was at work, Vanessa packed her mother's belongings and, instead of taking her to her doctor, she took Sandra to her home in Alabama without saying one word to me about her plans.

12. Upon arriving in Alabama, and without notice to me as the long-time life partner of Sandra Perkins, Vanessa Williams immediately filed an emergency motion in the Probate Court of Baldwin County, Alabama, alleging that her mother was a resident of Alabama and was incompetent and seeking to have herself appointed as Guardian of her mother and Conservator of her mother's estate. That request was granted.

13. Sandra had never expressed to me any desire to leave our home or to move anywhere else. Although she had visited Alabama in order to spend time with her daughter, she had always expressed a strong desire to return to and remain in Charleston.

14. I was given no information about her whereabouts or condition after Vanessa absconded with her. I tried repeatedly to contact Sandra and Vanessa, but my calls were never answered, messages left were never returned, and letters I mailed were returned unclaimed. I had no knowledge that Vanessa had been appointed as Sandra's guardian or conservator. I didn't even know Sandra had passed away until a mutual friend of Sandra's and mine mentioned it. I was only able to confirm this after my attorney's office began checking probate records in Alabama and found that Sandra's death certificate had been filed with the Baldwin County (AL) Probate office.

15. I was quite upset that Vanessa not only wouldn't respond to my attempts to contact Sandra or her, but didn't even have the courtesy to let me know Sandra had died, considering her mother and I had been in a loving relationship and cared deeply for each other for so many years.

16. In early October 2015, I received a letter from an attorney in Alabama that Vanessa had retained. In that letter, I was asked if I was interested in purchasing one-half of my home again since Vanessa claimed that her mother needed financial support.

17. I declined to purchase again the property I already owned.

18. Vanessa Williams has also laid claim to all of the furniture and other property in my home, excepting only one bedroom suite. Despite her claim of ownership of all of the personal property in the residence, as well as her claim of ownership and conversion of her mother's vehicle, she made no attempt to retrieve any of this property during any of her visits to

Charleston, including the November 27, 2015 trip during which she ostensibly conveyed one-half of my home to herself.

19. While in Charleston, Vanessa made no attempt to contact me or come to my home to retrieve the remainder of Sandra's personal items or car, items that Vanessa may have been able to sell to generate funds since her attorney had stated such a great need for financial assistance to care for Sandra.

20. Immediately upon receiving a demand for possession of Sandra's vehicle, I gave that vehicle to Vanessa Williams. I never converted any property belonging to Sandra Perkins, and the furniture and other personal property remaining in the residence is the joint property of both of us.

21. For years following Sandra's diagnosis, I took care of her solely, with no physical or financial assistance from anyone.

22. I loved Sandra and was happy to care for her. It was only when her condition deteriorated such that it became a safety concern for her to be alone while I was working or taking her to doctor appoints, that I finally had an in-home aide come to our home to be with Sandra when I was working.

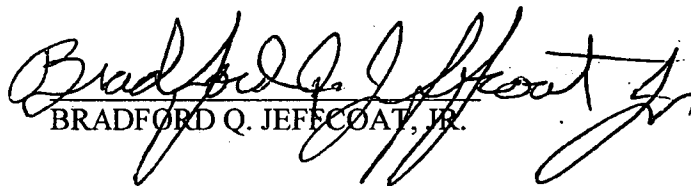
23. I ultimately decided to call Vanessa and ask if she would be able to come stay for a short time to help. Never in my wildest imagination did I think Vanessa would remove her mother from her own home and take her from the care of doctors who had been treating her and were most familiar with her illness.

24. Prior to this time, Vanessa only saw her mother once or twice each year and this was usually when Sandra and I would go to visit her.

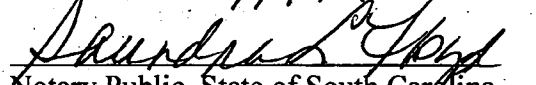
25. Neither Sandra nor I wanted the other to have any problems from our respective beneficiaries in regard to our home.

26. At no time did Sandra Perkins and I ever intend for our joint home to pass to anyone other than the survivor of us, as this was purchased as and intended to remain our family residence.

FURTHER AFFIANT SAYETH NAUGHT!

  
BRADFORD Q. JEFECOT, JR.

Sworn to and subscribed before me  
This 27<sup>th</sup> day of March, 2017

  
Notary Public, State of South Carolina  
My Commission expires: 2-2-19

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )  
 )  
Vanessa Williams, Vanessa Williams, as )  
Conservator and Guardian of Sandra P )  
 )  
Perkins, and Vanessa Williams, as )  
Personal Representative of the Estate of )  
Sandra P. Perkins )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
Bradford Q. Jeffcoat, Jr. and Blue Heron )  
Builders, Inc. )  
 )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-6379

**SECOND AMENDED ANSWER AND  
COUNTERCLAIMS  
OF DEFENDANT BRADFORD Q.  
JEFFCOAT, JR.**

2016 FEB 28 PM 3:15  
CLERK OF COURT  
BY

Defendant Bradford Q. Jeffcoat, Jr., by and through his undersigned attorney, hereby responds to the First Amended Complaint of the Plaintiffs as follows:

**ANSWER**

1. All allegations of the Complaint not specifically admitted or denied are denied.
2. As to paragraph 1 of the Complaint, Defendant denies that Plaintiff Williams has any ownership interest in the real property located in Charleston County that is the subject of this action. Defendant admits that this Plaintiff is a resident of the State of Alabama.
3. As to paragraph 2 of the Complaint, upon information and belief, Defendant alleges that this Plaintiff was a resident of Charleston County, South Carolina in the years preceding her demise, although she had been involuntarily transported to the State of Alabama shortly before her death.
4. Defendant denies the allegations of paragraphs 3 and 4 of the Complaint, and affirmatively states that the Probate Court of Baldwin County, Alabama, had no jurisdiction over the person or estate of Sandra P. Perkins at the time Plaintiff Vanessa Williams was purportedly appointed by said Court to be the Guardian and Conservator of Sandra P. Perkins.



5. Defendant admits the allegations of paragraph 5 of the Complaint.
6. Defendant denies for want of information the allegations of paragraph 6 of the Complaint.
7. Defendant admits the allegations of paragraphs 7, 8 and 9 of the Complaint.
8. Paragraph 10 of the Complaint requires no response.
9. Defendant denies the allegations of paragraph 11, 12, and 13 of the Complaint.
10. Defendant admits so much of paragraphs 14 and 15 of the Complaint as allege that this Court has jurisdiction over the instant action. The remaining allegations are incapable of response and state legal conclusions.
12. Defendant denies the allegations of paragraphs 16 and 17 of the Complaint.
13. Paragraph 18 of the Complaint requires no response.
14. Defendant admits the allegations of paragraphs 19 and 20 of the Complaint.
15. Defendant denies the allegations of paragraphs 21, 22 and 23 of the Complaint.

**FOR A FIRST AFFIRMATIVE DEFENSE  
(Failure to State a Claim)**

16. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.
17. Defendant alleges that this action should be dismissed against him pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, for failure to state facts sufficient to constitute a cause of action.

**FOR A SECOND AFFIRMATIVE DEFENSE  
(Unclean Hands)**

18. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.

19. Plaintiff Vanessa Williams is barred from any equitable relief because of Plaintiff's own inequitable actions, which are more fully set forth below.

**FOR A THIRD AFFIRMATIVE DEFENSE  
(Lack of Standing)**

20. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.

21. Plaintiff Vanessa Williams lacks standing to institute the instant action.

**FOR A FOURTH AFFIRMATIVE DEFENSE  
(Additional Defenses)**

22. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.

23. Defendant hereby gives notice that it intends to rely upon such other affirmative defenses as may become available or apparent during the course of discovery, and thus reserves the right to amend its Reply to assert any such defense.

**FOR A FIFTH AFFIRMATIVE DEFENSE  
AND FIRST COUNTERCLAIM AGAINST  
PLAINTIFF VANESSA WILLIAMS  
(Fraud)**

24. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.

25. Defendant and Sandra P. Perkins resided together in a domestic partnership for approximately fifteen (15) years.

26. On or about July 1, 2000, Defendant Bradford Q. Jeffcoat, Jr. conveyed an interest in the certain real property at issue herein to Sandra P. Perkins, by general warranty deed, specifying in the deed that the conveyance was to Defendant and Perkins as joint tenants with right of survivorship and not as tenants in common.

27. It was and remained the intention of these parties, at all relevant times, that the real property-at issue remain solely and exclusively the property of the other in the event of the death of either.

28. In mid June, 2015, Defendant asked Plaintiff Williams if she would come to South Carolina for a brief visit in order to assist in the care of Perkins, her mother.

29. Perkins had a medical appointment scheduled for June 16, 2015.

30. In lieu of taking her to her medical appointment, as discussed by the parties, Williams removed Perkins from this jurisdiction, taking her from her own home to Williams' home in Alabama.

31. Immediately upon her return to Alabama, Williams petitioned the court of Baldwin County, Alabama, to appoint her as conservator and guardian of her mother.

32. On November 16, 2015, as Conservator of the Estate of Sandra P. Perkins, Vanessa Williams executed a General Warranty Deed purporting to convey Perkins' interest in the real property owned by Perkins and Defendant, as joint tenants with rights of survivorship, to herself, individually, for the sum of Ten (\$10.00) Dollars.

33. This transfer was conducted in violation of Code of Ala. § 26-2A-150, which makes voidable any sale or encumbrance from a conservator to, *inter alia*, any person related to the conservator.

34. This transfer was further conducted in violation of Code of Ala. § 26-2A-152(d)(3), which requires prior court authorization before a conservator may dispose of real property belonging to the incompetent.

35. Any supposed transfer of the interest of Perkins in the real property titled jointly in the names of Defendant and Perkins is fraudulent, voidable, and contrary to Alabama and South Carolina law.

36. The supposed transfer of the interest of Perkins in the real property titled jointly in the names of Defendant and Perkins constitutes a fraud upon the Court.

37. Defendant has been damaged by the fraudulent and unlawful actions of Plaintiff Williams, in an amount to be determined at trial.

**FOR A SIXTH AFFIRMATIVE DEFENSE  
AND SECOND COUNTERCLAIM AGAINST  
PLAINTIFF VANESSA WILLIAMS  
(Breach of Fiduciary Duty)**

38. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.

39. Plaintiff Vanessa Williams, having removed Sandra Perkins from this jurisdiction without the consent of said Sandra Perkins, had herself appointed as Conservator and Guardian of the estate and person of Sandra Perkins.

40. On November 16, 2015, as Conservator of the Estate of Sandra P. Perkins, Vanessa Williams executed a General Warranty Deed purporting to convey Perkins' interest in the real property owned by Perkins and Defendant, as joint tenants with rights of survivorship, to herself, individually, for the sum of Ten (\$10.00) Dollars.

41. This purported sale by Vanessa Williams to Vanessa Williams, having occurred while Vanessa Williams was the Conservator of the Estate of Sandra Perkins and for no consideration of any value, constitutes a breach of the fiduciary duty of the Conservator.

42. Defendant has been damaged by the breach of fiduciary duty.

43. Defendant has been damaged by the fraudulent and unlawful actions of Plaintiff Williams, in an amount to be determined at trial.

**FOR A SEVENTH AFFIRMATIVE DEFENSE  
AND THIRD COUNTERCLAIM AGAINST  
PLAINTIFF VANESSA WILLIAMS  
(Slander of Title)**

44. Defendant realleges the allegations of the preceding paragraphs as though fully set forth herein.

45. Plaintiff has no legitimate interest in the real property owned by Defendant.

46. Plaintiff has wrongfully and with malice published the false statement that she owns one-half of the real property owned by Defendant.

47. The publication of this statement is derogatory to Defendant's title.

48. The false assertion of an unfounded claim against Defendant's property constitutes slander of title.

49. Plaintiff has acted in a reckless, willful, wanton and malicious manner in wrongfully asserting and recording an interest in Defendant's real property.

50. Defendant has suffered special damages as a direct and proximate result of Plaintiff's slander of his title.

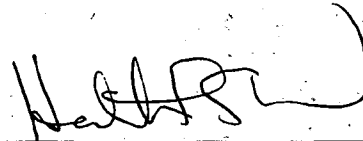
51. Defendant has incurred attorney's fees as a direct and proximate result of Plaintiff's slander of his title.

52. Defendant is entitled to compensation for the damages incurred as result of Plaintiff's slander of his title.

53. Defendant is further entitled to punitive damages for the reckless and malicious conduct of Plaintiff.

**WHEREFORE**, having fully answered the Complaint of the Plaintiffs, Defendant Bradford Q. Jeffcoat prays that the Court inquire into the matters set forth above, and that the Court grant him relief as follows:

- A. To dismiss the Complaint of the Plaintiffs;
- B. To find that the alleged transfer of interest in the real property at issue in this action from Plaintiff Sandra P. Perkins to Plaintiff Vanessa Williams is fraudulent and without effect;
- C. To order that a Deed to the real property at issue in this action be issued in the sole and exclusive name of Bradford Q. Jeffcoat, Jr.;
- D. To award Defendant Jeffcoat damages in an amount to be determined at the trial of this action, including but not limited to his attorney's fees;
- E. To award Defendant Jeffcoat special damages for the slander of his title to his real property;
- F. To punitive damages for Plaintiff's reckless, willful, wanton, and malicious actions in asserting an unwarranted claim against Defendant's real property; and
- G. To grant such other relief as may be just and proper.



Heather S. Shaw  
Attorney at Law  
Shaw Law Firm, LLC  
510 Mill St., Ste. 2B  
Mt. Pleasant, SC 29464  
Phone: (843) 377-1686  
Fax: (843) 793-3143

February 28, 2018

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

Vanessa Williams, Vanessa Williams, as  
Conservator and Guardian of Sandra P.  
Perkins, and Vanessa Williams, as  
Personal Representative of the Estate of  
Sandra P. Perkins

Plaintiff,

vs.

Bradford Q. Jeffcoat Jr., and Blue Heron  
Builders, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-06379

**PLAINTIFF'S REPLY TO SECOND  
AMENDED ANSWER AND  
COUNTERCLAIMS OF DEFENDANT  
BRADFORD Q. JEFFCOAT, JR.**

2018 MAR 19 PM 1:49  
JULIE J. ARMSTRONG  
CLERK OF COURT

**COMES NOW**, Vanessa Williams, Vanessa Williams, as Conservator and Guardian of Sandra P. Perkins, and Vanessa Williams as Personal Representative of the Estate of Sandra P. Perkins, by and through counsel, and in response to the Second Amended Answer and Counterclaims of Defendant Bradford Q. Jeffcoat, Jr., alleges and says as follows:

1. The allegations of paragraph 1 do not require a response.
2. The allegations of paragraph 2 do not require a response.
3. The allegations of paragraph 3 pertaining to the alleged involuntary transport of Sandra P. Perkins are denied and strict proof is demanded thereof. The rest of the allegations of paragraph 3 do not require a response.
4. The allegations of paragraph 4 are conclusions of law and do not require a response.
5. The allegations of paragraph 5 do not require a response.
6. The allegations of paragraph 6 do not require a response.
7. The allegations of paragraph 7 do not require a response.
8. The allegations of paragraph 8 do not require a response.
9. The allegations of paragraph 9 do not require a response.
10. The allegations of paragraph 10 do not require a response.

2018 MAR 19 PM 1:49  
JULIE J. ARMSTRONG  
CLERK OF COURT

11. The allegations of paragraph 12 do not require a response.
12. The allegations of paragraph 13 do not require a response.
13. The allegations of paragraph 14 do not require a response.
14. The allegations of paragraph 15 do not require a response.
15. The allegations of paragraph 16 do not require a response.
16. The allegations of paragraph 17 are denied and strict proof is demanded thereof.
17. The allegations of paragraph 18 do not require a response.
18. The allegations of paragraph 19 are denied and strict proof is demanded thereof.
19. The allegations of paragraph 20 do not require a response.
20. The allegations of paragraph 21 are denied and strict proof is demanded thereof.
21. The allegations of paragraph 22 do not require a response.
22. The allegations of paragraph 23 do not require a response.
23. The allegations of paragraph 24 are denied and strict proof is demanded thereof.
24. Plaintiff is without sufficient information to admit or deny the allegations contained in paragraph 25 and therefore denies same and demands strict proof thereof.
25. The allegations of paragraph 26 are admitted.
26. The allegations of paragraph 27 are denied and strict proof is demanded thereof.
27. The allegations of paragraph 28 are denied and strict proof is demanded thereof.
28. Plaintiff is without sufficient information to admit or deny the allegations contained in paragraph 29 and therefore denies same and demands strict proof thereof.
29. The allegations of paragraph 30 are denied and strict proof is demanded thereof.
30. The allegations of paragraph 31 are denied and strict proof is demanded thereof.
31. The allegations of paragraph 32 are admitted.



32. The allegations of paragraph 33 are denied and strict proof is demanded thereof.
33. The allegations of paragraph 34 are denied and strict proof is demanded thereof.
34. The allegations of paragraph 35 are denied and strict proof is demanded thereof.
35. The allegations of paragraph 36 are denied and strict proof is demanded thereof.
36. The allegations of paragraph 37 are denied and strict proof is demanded thereof.
37. The allegations of paragraph 38 do not require a response.
38. The allegations of paragraph 39 are denied and strict proof is demanded thereof.
39. The allegations of paragraph 40 are admitted.
40. The allegations of paragraph 41 are denied and strict proof is demanded thereof.
41. The allegations of paragraph 42 are denied and strict proof is demanded thereof.
42. The allegations of paragraph 43 are denied and strict proof is demanded thereof.
43. The allegations of paragraph 44 do not require a response.
44. The allegations of paragraph 45 are denied and strict proof is demanded thereof.
45. The allegations of paragraph 46 are denied and strict proof is demanded thereof.
46. The allegations of paragraph 47 are denied and strict proof is demanded thereof.
47. The allegations of paragraph 48 are denied and strict proof is demanded thereof.
48. The allegations of paragraph 49 are denied and strict proof is demanded thereof.

49. The allegations of paragraph 50 are denied and strict proof is demanded thereof.

50. The allegations of paragraph 51 are denied and strict proof is demanded thereof.

51. The allegations of paragraph 52 are denied and strict proof is demanded thereof.

52. The allegations of paragraph 53 are denied and strict proof is demanded thereof.

53. The Plaintiff denies each and every allegation not hereinabove specifically admitted or denied.

**FOR A FIRST AFFIRMATIVE DEFENSE  
(Unclean Hands)**

54. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

55. Defendant's counter-claims are barred, in whole or in part under the Doctrine of Unclean Hands.

**FOR A SECOND AFFIRMATIVE DEFENSE  
(Defendant's Misconduct)**

56. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

57. Defendant's counter-claims are barred, in whole or in part by his own misconduct and course of dealings.

**FOR A THIRD AFFIRMATIVE DEFENSE  
(Ala. Code §26-2A-152(c)(1))**

58. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

59. Plaintiff pleads that at all times relevant to the underlying dispute in this case, that she was acting within the scope of Code of Alabama Section 26-A-152(c)(1).

**FOR A FOURTH AFFIRMATIVE DEFENSE  
(Good Faith)**

60. Each and every allegation set forth above is incorporated by reference as

if repeated herein verbatim.

61. Plaintiff pleads that at all times relevant to the underlying dispute in this case, that she acted in good faith.

**FOR A FIFTH AFFIRMATIVE DEFENSE  
(Failure to Mitigate Damages)**

62. Each and every allegations set forth above is incorporated by reference as if repeated herein verbatim.

63. Plaintiff pleads that Defendant has failed to mitigate damages.

**FOR A SIXTH AFFIRMATIVE DEFENSE  
(Failure to State Facts Sufficient)**

64. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

65. That the claims of Defendant Bradford Q. Jeffcoat, Jr., fail to state sufficient facts to constitute a cause of action upon which relief may be granted and therefore the claim should be dismissed pursuant to the provisions of Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

**FOR A SEVENTH AFFIRMATIVE DEFENSE  
(Reservation of Defenses)**

66. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

67. Plaintiff reserves the right to amend its reply to allege such other affirmative defenses as may become available.

**FOR A EIGHTH AFFIRMATIVE DEFENSE  
(Waiver, Estoppel)**

68. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

69. Defendant Bradford Q. Jeffcoat, Jr.'s counterclaims are barred by the doctrines of waiver and/or estoppel.

**FOR A NINTH AFFIRMATIVE DEFENSE  
(Standing)**

70. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

71. Defendant Bradford Q. Jeffcoat, Jr. lacks standing to assert his counterclaims.

**FOR A TENTH AFFIRMATIVE DEFENSE  
(True Publications)**

72. Each and every allegation set forth above is incorporated by reference as if repeated herein verbatim.

73. Plaintiff pleads that publications made by her are true.

Respectfully submitted,

CLAWSON and STAUBES, LLC.



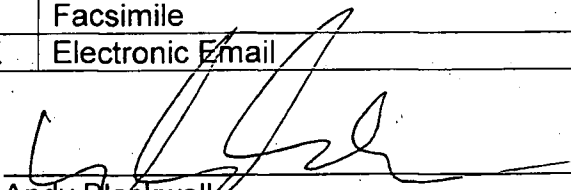
Andrew M. Sullivan  
SC Bar No.: 100464  
1612 Marion Street, Suite 200  
Columbia, SC 29201  
Phone: (800) 774-8242  
Fax: (843) 722-2867  
Email: asullivan@clawsonandstaubes.com  
Attorneys for Plaintiff.

Columbia, South Carolina  
March 14, 2018

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true copy of the foregoing pleading has been served upon opposing counsel on the 14 day of March 2018 via:

|   |                              |
|---|------------------------------|
| X | United States Postal Service |
|   | Facsimile                    |
| X | Electronic Email             |



Andy Blackwell

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Vanessa Williams, Vanessa Williams, as  
Conservator and Guardian of Sandra P.  
Perkins, and Vanessa Williams, as  
Personal Representative of the Estate of  
Sandra P. Perkins,

Plaintiffs,

vs.

Bradford Q. Jeffcoat Jr., and Blue Heron  
Builders, LLC,

Defendant(s).

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-06379

**PLAINTIFFS' MOTION FOR PARTIAL  
SUMMARY JUDGMENT**

FILED  
2018 APR -2 PM 2:22  
CLERK OF COURT

**COMES NOW**, the Plaintiffs, Vanessa Williams individually, as Conservator and Guardian of Sandra P. Perkins, and as Personal Representative of the Estate of Sandra P. Perkins, by and through undersigned counsel, and respectfully requests this Honorable Court to enter Partial Summary Judgment on all allegations made by Plaintiffs on Partition by Allotment or Sale, and in support thereof, shows as follows:

1. That there exists no genuine issue of material fact.
2. That Plaintiffs are entitled to judgment as a matter of law.

**BRIEF IN SUPPORT OF PLAINTIFFS'  
MOTION FOR PARTIAL SUMMARY JUDGMENT**

**Facts**

Plaintiff, Vanessa Williams, is the daughter of Sandra Perkins. The Defendant, Bradford Q. Jeffcoat, Jr. and Ms. Perkins have been roommates for approximately fifteen (15) years. On April 28, 2000, Mr. Jeffcoat bought ownership in a residential

property in Charleston, South Carolina, more particularly described in the deed attached hereto as Exhibit "A". Shortly after his purchase, on July 1, 2000, Mr. Jeffcoat conveyed a half interest to Ms. Perkins in exchange for a mortgage in the amount of \$43,550.00. See Exhibits "B" and "C". It is undisputed that Ms. Perkins paid all of the principal and interest (at 7.5% fixed rate for 15 years) on the mortgage and that the mortgage has since been released. See Exhibit "D". Accordingly, on or about June 1, 2015, Ms. Perkins held an unencumbered estate in fee simple in the subject property with Mr. Jeffcoat as joint tenants with right of survivorship and not as tenants in common.

Prior to her death in November of 2015, Ms. Perkins suffered from advanced dementia. Her condition began to rapidly deteriorate in the summer of 2015 and after being informed by Mr. Jeffcoat of her mother's infirmities, Ms. Williams drove to Charleston in order to assess the situation. Upon observing her mother's condition and determining that, as Ms. Perkins' only child, she would be the most appropriate person to provide for her mother's care going forward, Ms. Williams left Charleston on or about June 16, 2015 and brought Ms. Perkins back to Alabama to live with her.

After consulting with legal counsel in Alabama, Ms. Williams decided that the best way to provide for her mother was to become her Guardian and Conservator. Correspondingly, Ms. Williams petitioned the Probate Court of Baldwin County and was issued permanent Letters of Guardianship/Conservatorship on September 15, 2015. See Exhibit "E".

Thereafter, as fiduciary, Ms. Williams owed a duty to manage the estate of her ward with the skill of a "prudent person dealing with the property of another." *Ala. Code* § 26-2A-145 (1975). Considering the wishes of her mother, the fact that her mother had

paid valuable consideration for her interest in the subject property, and that as conservator, she was required to retain and protect the assets of her mother and/or mother's estate by law, she consulted with the Law Firm of Clawson & Staubes LLC in South Carolina. Based on the advice of Clawson & Staubes LLC, Ms. Williams, as conservator, decided to pursue a partition action on behalf of Ms. Perkins against Mr. Jeffcoat.

In early November 2015, while Clawson & Staubes LLC was working on drafting the complaint for this partition action, Ms. Williams received the unfortunate news that her mother's health had suddenly taken a turn for the worse, and death was imminent. Given that the subject property was still in the names of Ms. Perkins and Mr. Jeffcoat and held as joint tenants with right of survivorship, the death of Ms. Perkins would result in Mr. Jeffcoat being the sole owner of said property. As a result, Ms. Williams upon advice of counsel, decided that the best way to fulfil her duties was to sever her mother's joint tenancy and then pursue partition.

Accordingly, pursuant to the advice of her Alabama and South Carolina counsel, Ms. Williams conveyed Ms. Perkins' interest in the subject property to herself on November 16, 2015, severing the joint tenancy and creating a tenancy in common with Mr. Jeffcoat. See Exhibit "F". Ms. Perkins died on November 27, 2015. In conveying the subject property to herself, Ms. Williams acted in the only way possible to retain the asset on behalf of Ms. Perkins' estate until determining its ultimate disposition. She took this action in accordance with *Ala. Code* § 26-2A-152(c)1 (1975). The conveyance was approved by order of the Probate Court of Baldwin County on January 15, 2016 while applying *Ala. Code* § 26-2A-152(c)1 (1975). See Exhibit "G".

The November 16, 2015 deed conveying Ms. Perkins' interest to Ms. Williams did not require court approval because it was not a disposition for cash or credit, and was done in order to hold, maintain, and preserve assets of Ms. Perkins' estate. The legal title was conveyed to Ms. Williams acting as agent for Ms. Perkins' estate and with said estate's best interests in mind. See Affidavit of Leslie T. Fields, Esq. attached hereto as Exhibit "H". Given Ms. Perkins' rapidly declining health in the late summer and early fall of 2015 it would have been imprudent for Ms. Williams to allow the property to remain in the joint tenancy.

Having severed the joint tenancy with Mr. Jeffcoat by destroying the unity of time, Ms. Williams then sought judicial partition pursuant to *S.C. Code Ann. § 15-61-10 et seq* (1986), by complaint filed in this Honorable Court on November 23, 2015. Mr. Jeffcoat disputes the legitimacy of the actions taken by Ms. Williams as contrary to Alabama and South Carolina Law.

### Issues

There is no genuine issue of material fact presented by the evidence. The issues before the Court are twofold:

1. Whether a unilateral conveyance by one tenant who holds property with another tenant as joint tenants with right of survivorship to a third party effectively severs the joint tenancy and creates a tenancy in common?
2. Whether under Alabama law, a conservator may convey real property of her ward, without prior court approval, pending its ultimate disposition?



### Standard of Review

Summary Judgment is governed by Rule 56(c), SCRCP." *Turner v. Milliman*, 392 S.C. 116, 121-22, 708 S.E.2d 766, 769 (2011). "Summary judgment is appropriate when the pleadings, depositions, affidavits, and discovery on file show there is no genuine issue of material fact such that the moving party must prevail as a matter of law." *Id.* at 122, 708 S.E.2d at 769; see also Rule 56(c), SCRCP. "To determine whether any triable issues of fact exist, the reviewing court must consider the evidence and all reasonable inferences in the light most favorable to the non-moving party." *McLaughlin v. Williams*, 379 S.C. 451, 455-56, 665 S.E.2d 667, 670 (Ct.App.2008). To withstand a motion for summary judgment in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence. *Hancock v. Mid-South Mgmt. Co., Inc.*, 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009).

The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact." *Miller v. Blumenthal Mills, Inc.*, 365 S.C. 204, 220, 616 S.E.2d 722, 730 (Ct.App.2005). "Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, ... the nonmoving party must come forward with specific facts showing there is a genuine issue for trial." *Id.*

### Law and Analysis

#### 1. A joint tenancy with right of survivorship is severed by a tenant's conveyance of property interest to a third party.

S.C. Code Ann. § 27-7-40 (1986) provides several non-exclusive mechanisms by

which a joint tenancy with right of survivorship may be created and severed in South Carolina. Section 27-7-40 in its entirety states:

(a) In addition to any other methods for the creation of a joint tenancy in real estate which may exist by law, whenever any deed of conveyance of real estate contains the names of the grantees followed by the words "as joint tenants with rights of survivorship, and not as tenants in common" the creation of a joint tenancy with rights of survivorship in the real estate is conclusively deemed to have been created. This joint tenancy includes, and is limited to, the following incidents of ownership:

(i) In the event of the death of a joint tenant, and in the event only one other joint tenant in the joint tenancy survives, the entire interest of the deceased joint tenant in the real estate vests in the surviving joint tenant, who is vested with the entire interest in the real estate owned by the joint tenants.

(ii) In the event of the death of a joint tenant survived by more than one joint tenant in the real estate, the entire interest of the deceased joint tenant vests equally in the surviving joint tenants who continues to own the entire interest owned by them as joint tenants with right of survivorship.

(iii) The fee interest in real estate held in joint tenancy may not be encumbered by a joint tenant acting alone without the joinder of the other joint tenant or tenants in the encumbrance.

(iv) If all the joint tenants who own real estate held in joint tenancy join in an encumbrance, the interest in the real estate is effectively encumbered to a third party or parties.

(v) If real estate is owned by only two joint tenants, a conveyance by one joint tenant to the other joint tenant terminates the joint tenancy and conveys the fee in the real estate to the other joint tenant.

(vi) If real estate is owned by more than two joint tenants, a conveyance by one joint tenant to all the other joint tenants therein conveys his interest therein equally to the other joint tenants who continue to own the real estate as joint tenants with right of survivorship.

(vii) Any joint tenancy in real estate held by a husband and wife with no other joint tenants is severed upon the filing of an order or decree dissolving their marriage and vests the interest in both the parties as tenants in common, unless an order or decree of a court of competent jurisdiction otherwise provides.

(viii) The interest of any joint tenant in a joint tenancy in real estate sold or conveyed by a court of competent jurisdiction where otherwise permitted by law severs the joint tenancy, unless the order or decree of such court otherwise provides and vests title in the parties as tenants in common.

(ix) If real estate is owned by two or more joint tenants, a conveyance by all the joint tenants to themselves as tenants in common severs the

joint tenancy and conveys the fee in the real estate to these individuals as tenants in common.

(b) The surviving joint tenant or tenants may, following the death of a joint tenant, file with the Register of Deeds of the county in which the real estate is located a certified copy of the certificate of death of the deceased joint tenant. The fee to be paid to the Register of Deeds for this filing is the same as the fee for the deed of conveyance. The Register of Deeds must index the certificate of death under the name of the deceased joint tenant in the grantor deed index of that office. The filing of the certificate of death is conclusive that the joint tenant is deceased and that the interest of the deceased joint tenant has vested by operation of law in the surviving joint tenant or tenants in the joint tenancy in real estate.

(c) Except as expressly provided herein, any joint tenancy severed pursuant to the terms of this section is and becomes a tenancy in common without rights of survivorship. Nothing contained in this section shall be construed to create the estate of tenancy by the entireties. Nothing contained in this section amends any statute relating to joint tenancy with rights of survivorship in personal property but affects only real estate. The provisions of this section must be liberally construed to carry out the intentions of the parties. This section supersedes any conflicting provisions of Section 62-2-804.

The most important words in this statute with respect to the facts of the case at bar are contained in the very first clause: "[i]n addition to any other methods for the creation of a joint tenancy in real estate which may exist by law". The statute plainly envisages that there are other ways to create a joint tenancy in South Carolina. Furthermore, S.C. Code Ann. § 62-2-804(a) (1986) clearly states that the statute is not the only mechanism by which a joint tenancy in real estate may exist by law. Accordingly, statutory creation of a joint tenancy is not exclusive and common law rules for the creation of a joint tenancy are still recognized. The Court of Appeals affirmed this rule in *Estate of Sherman ex rel. Maddock v. Estate of Sherman ex rel. Snodgrass*, 359 S.C. 407 (Ct.App.2004), opining:

Appellant asserts that, at most, Rosemary's 1985 deed created a tenancy in common. "The common law method of creating a joint tenancy requires a conveyance to have four unities: unity of interest, unity of title, unity of time, and unity of possession." *Smith v. Rucker*, 357 S.C. 532, 593 S.E.2d 497, 499 (Ct.App.2004) (citing *Jenkins v. Jenkins*, 8 S.C.L. (1 Mill

Const.) 48, 52 (1817)).

Therefore, a joint tenancy with right of survivorship is established where the grant or devise conveys unity of title, unity of interest, and unity of possession to two or more tenants at the same time.

By implication, statutory severance is likewise not the exclusive mechanism for destroying a joint tenancy. The common law rules for severance still apply and the destruction of one of the required unities of title destroys the joint tenancy and renders property holders "tenants in common." This is the law in South Carolina as well as many other states.<sup>1</sup> In *Smith v. Cutler*, 623 S.E.2d 644 at 647 (S.C. 2005), Chief Justice Toal held that in South Carolina, "unlike a tenancy in common with a right of survivorship, a joint tenancy with a right of survivorship is capable of being defeated by the unilateral act of one joint tenant."

Applying the law to the facts of the case at bar results in a tenancy in common with the Plaintiff, Ms. Williams and the Defendant Mr. Jeffcoat each holding a one-half interest in the subject property. The subject property was conveyed from Ms. Perkins, who held a joint survivorship interest with Mr. Jeffcoat, to Ms. Williams on November 16, 2015. This conveyance severed the unity of time requirement with respect to the new tenancy, which in turn severed the joint tenancy with right of survivorship. The Supreme

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<sup>1</sup> *Nunn v. Keith*, 289 Ala. 518 (1972); *Smith v. Kofstad*, 206 P.3d 441 (Alaska 2009); *Estate of England*, 233 Cal.App.3d 1 (1991); *Alexander v. Boyer*, 253 Md. 511 (Md. 1969); *Matter of Estate of Bates*, 492 N.W.2d 704 (Iowa App. 1992); *Harmes v. Sprague*, 105 Ill.2d 215 (Ill. 1984); *Home Trust Mercantile Bank v. Staggs*, 714 S.W.2d 792 (Mo.App. E.D. 1986); *Smith v. Tang*, 100 Ariz. 196 (1996); *Reicheiter v. McCauley*, 47 Kan.App.2d 968 (Kan.App. 2012); *Estate of Knickerbocker, In re*, 912 P.2d 969 (Utah 1996); *Estate of Gullledge*, 673 A.2d 1278 (D.C. 1996); *Marchel v. Estate of Marchel*, 349 Wis.2d 707 (Wis.App. 2013); *Hoover v. El Paso Nat. Bank*, 498 S.W.2d 276 (Tex.Civ.App. —El Paso 1973); *Ianotti v. Ciccio*, 219 Conn. 36 (Conn. 1991); *Edwin Smith LLC v. Synergy Operating LLC*, 2012 -NMSC- 034 (N.M. 2012); *Johnson v. Gray*, 533 N.W.2d 57 (Minn.App. 1995); *Valdez v. Occupants of 3908 SW 24<sup>th</sup> Street*, 270 P.3d 143 (Okla. 2011); *Williamson v. Williamson*, 157 A.2d 110 (R.I. 1960); *Lyon v. Lyon*, 100 Wn.2d 409 (Wash. 1983); *In re Estate of Bernecker*, 654 A.2d 246 (Pa.Cmwlth. 1995); *Foucart v. Paul*, 516 So.2d 1035 (Fla.App. 5 Dist. 1987); *Taylor v. Canterbury*, 92 P.3d 961 (Colo. 2004); *Shockly v. Halbig*, 75 A.2d 512 (Del.Ch. 1950); *Halleck v. Halleck*, 216 Or. 23 (Or. 1959);

Court in *Smith v. Cutler* spells out exactly what language to include in the granting clause and habendum clause of a deed to create an indestructible tenancy in common:

"[w]e hold that the use of the phrase "for and during their joint lives and upon the death of either of them, then to the survivor of them" indicates an intention of the parties to share a tenancy in common for life, with cross remainders for life, with remainder in fee to the ultimate survivor." 366 S.C. at 551, 623 S.E.2d at 647.

Had Ms. Perkins and Mr. Jeffcoat chosen the above language, then the conveyance by Ms. Perkins to Ms. Williams would have failed. Having opted instead for joint tenancy with right of survivorship, the parties contemplated the fact that either party may sever the joint tenancy by conveyance to a third party.

The Defendant has also attempted to rely on S.C. Code Ann. § 27-7-40(a)iii (1986) which provides that a joint tenancy may only be encumbered by the consent of all joint tenants. In so doing, the Defendant attempts to conflate ownership interests with encumbrances. Conveyance of ownership in property is not an encumbrance. Encumbrances and ownership rights are mutually exclusive and the fact that the legislature specifically excluded "ownership interests" from the definition of encumbrance under the South Carolina Code, is dispositive of the issue.

In South Carolina, encumbrance with respect to real estate is defined as any property interest that is not an ownership interest.<sup>2</sup> As the Defendant has rightly pointed out, there is no case in South Carolina that holds otherwise. Encumbrances lessen the property value because the lien, mortgage, or other attachment can be satisfied to the detriment of the non-consenting party. An outright unilateral conveyance perhaps results in an unwanted partner, but in no way lessens the value to the other tenant, who

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<sup>2</sup> S.C. Code Ann § 36-9-102 (32) "Encumbrance" means a right, other than an ownership interest, in real property. The term includes mortgages and other liens on real property; Black's Law Dictionary (10th ed. 2014), encumbrance;

would still be entitled to the full value of the interest held in the property unencumbered. South Carolina law even recognizes that a joint tenant or tenant in common may force a partition of real property without requiring consent of all the parties.<sup>3</sup> The statutes would appear to be in conflict if a conveyance were to be viewed as synonymous with encumbrance.

**2. Alabama Law permits a conservator to collect, hold and retain property without prior Court approval.**

Defendant argues that Alabama Law does not permit a conservator to transfer property to herself without prior Court approval. This is an incorrect interpretation with respect to the facts of this case. *Code of Alabama* § 26-2A-152(d)(3) (1975) proscribes the disposal of real property for cash or credit. The Plaintiff, by contrast, sought to protect a valuable asset of Ms. Perkins' estate by conveying it to herself as fiduciary. As fiduciary, Ms. Williams owed a duty to manage the estate of her ward with the skill of a "prudent person dealing with the property of another." *Ala. Code* § 26-2A-145 (1975). Considering the wishes of her mother, the fact that her mother had paid valuable consideration for her interest in the subject property, and the fact that as conservator, she was required by law to retain and protect the assets of her mother and/or mother's estate, Ms. Williams consulted with legal counsel in Alabama and South Carolina in order to determine how to sever the joint tenancy.

Without the conveyance, a valuable asset of her ward's estate would have been lost to the survivorship clause in the July 1, 2000 deed in contradiction of Ms. Williams' duties under Alabama law. Furthermore, the conveyance was subsequently approved under *Ala. Code* § 26-2A-152(c)(1) by the Judge of Probate in Baldwin County,

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<sup>3</sup> S.C. Code Ann. § 15-61-10 *et seq.*

Alabama. See Exhibit "G". Section 26-2A-152(c)(1) provides that a conservator may act without prior court authorization to:

**Collect, hold, and retain assets of the estate including land in another state and stocks of private corporations, until determining that disposition of the assets should be made, and the assets may be retained even though they include an asset in which the conservator is personally interested.**

Thus, it is appropriate and permissible for a conservator to hold property in her own name in order to determine the final disposition of said property. The statute manifestly provides for conservators to act in the very manner that Ms. Williams did in this scenario, just as her ward could have done had she the mental capacity to do so. It is likewise impossible for this statute to have any meaning with respect to land if it does not allow for conveyances as it is futile to attempt a transfer of property without a deed.

Moreover, the Plaintiff has consulted with an Elder Law expert in Alabama that agrees with the foregoing analysis. Leslie T. Fields, Esquire states unequivocally in her attached affidavit that the actions of Ms. Williams were lawful, and that the Defendant's attempt to conflate the conveyance as a sale or disposition of the real property interest for cash or credit is misguided. See Exhibit "H".

### Conclusion

South Carolina law, like the majority of states, recognizes the common law creation of a joint tenancy provided that the four unities of title are present. It logically must follow and that such a tenancy can be destroyed by the unilateral act of one tenant by conveying its interest to a third party. The common law in South Carolina harmoniously agrees with this analysis. Consequently, Ms. Perkins' conveyance to her daughter Ms. Williams severed the joint tenancy with right of survivorship and resulted

in a tenancy in common with Mr. Jeffcoat, which is subject to partition under South Carolina statute.

Moreover, Alabama law is clear that a conservator may hold property in its own name in order to preserve assets of the ward's estate. This is allowed even if the property in question concerns land in another state. The only way to hold property in land is through a deed of conveyance. In this case, Ms. Williams followed the statute perfectly to achieve this result.

WHEREFORE, the premises considered, Plaintiff prays that this Honorable Court enter an Order to partition the subject real property between Plaintiff Vanessa Williams and Defendant Bradford Q. Jeffcoat, Jr. either by allotment or order sale of the real property and a division of the proceeds according to the rights of the parties hereto..

Respectfully submitted,

CLAWSON AND STAUBES, LLC



Andrew M. Sullivan

Bar No.: 100464

1612 Marion Street, Suite 200

Columbia, South Carolina 29201-2939

Phone: (843) 577-2026

Fax: (843) 722-2867

Email: [asullivan@clawsonandstaubes.com](mailto:asullivan@clawsonandstaubes.com)

Attorney for Plaintiffs

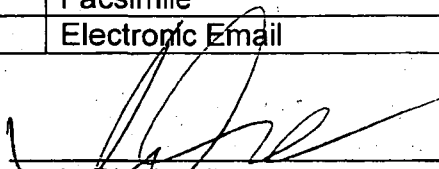
March 22, 2018



**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true copy of the foregoing pleading has been served upon opposing counsel on the 22 day of March 2018 via:

|                                     |                              |
|-------------------------------------|------------------------------|
| <input checked="" type="checkbox"/> | United States Postal Service |
| <input type="checkbox"/>            | Facsimile                    |
| <input type="checkbox"/>            | Electronic Email             |

  
\_\_\_\_\_  
Andy Blackwell

FILED  
2018 APR -2 PM 2:22  
CLERK OF COURT

STATE OF SOUTH CAROLINA

BK N 346PG023

COUNTY OF CHARLESTON

WHEREAS, it was unanimously resolved that the undersigned Officer(s) or Partner(s) convey the hereinafter described property to the below named Grantee(s) for the consideration expressed below:

DEED

KNOW ALL MEN BY THESE PRESENTS, That JANE L DENNIS D/B/A BLUE HERON CO., (hereinafter called "Grantor"), for and in consideration of the sum of ONE HUNDRED FORTY NINE THOUSAND FIVE HUNDRED AND NO/100 (\$149,500.00) DOLLARS, to it in hand paid at and before the sealing of these presents by BRADFORD Q JEFFCOAT, JR. (hereinafter called "Grantee") in the State aforesaid, (the receipt of which is hereby acknowledged), has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee(s), his successors and assign(s) forever,

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as LOT #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G Pennington, R.L.S., and recorded in the RMC Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

THIS Conveyance is made SUBJECT to any and all restrictions, easements and/or rights-of-way affecting the above-described property as recorded in the RMC Office for Charleston County, South Carolina.

BEING a portion of the property conveyed to the Grantor herein by deed of Lee Belle Murray dated 3/26/98 and recorded in Book T299, Page 843 in the RMC Office for Charleston County.

TMS# 355-09-00-108

GRANTEES ADDRESS: 2151 Pinhurst Ave CHAS SC. 29414

EXHIBIT

A

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 Grantee(s) hereinabove named, and Grantee(s) Heirs and Assigns forever.

And the Grantor(s) do(es) hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the Grantee(s) hereinabove named, and the Grantee's Successors and Assigns against itself and its successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Any reference in this instrument to the plural shall include the singular, and vice versa. Any reference to one gender shall include the others; including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and by its undersigned Officer(s) or Partner(s) and its seal to be hereto affixed.

DATE: April 28, 2000

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

*[Signature]*  
*[Signature]*

JANE L DENNIS D/B/A BLUE  
HERON CO.,

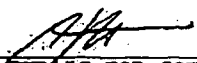
by *[Signature]*  
its  
Her Atty. in fact

BK N 346PG025

STATE OF SOUTH CAROLINA    ]  
                                  ]  
COUNTY OF CHARLESTON        ]

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by the within  
Officer(s)/Partner(s) this 28 day of April, 2000.

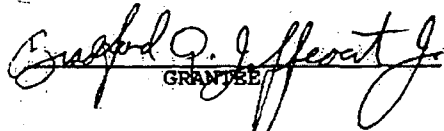
  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 2/17/09

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The Property was transferred by JANE L DENNIS D/B/A BLUE HERON CO., to BRADFORD Q JEFFCOAT, JR. on April 28, 2000.
3. The Deed is:  
a. ~~XXXX~~ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or month's worth.
4. Check one of the following if either item 3a or item 3b above has been checked.  
a. ~~XXXX~~ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$149,500.00.
5. Check YES ☐ or NO ~~XXXX~~ to the following:  
A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer.
6. The DEED recording fee is computed as follows:  
a. \$149,500.00 the amount listed in item 4 above.  
b. -0- the amount listed in 5 above (no amount place 0)  
c. \$149,500.00 Subtract line 6b from Line 6a and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:  
Grantee
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

  
GRANTEE

BRADFORD Q JEFFCOAT, JR.,  
PRINT OR TYPE NAME HERE

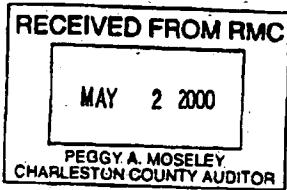
SWORN to before me this  
28 day of April, 2000.

  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 2/17/09

C. J. Mendez

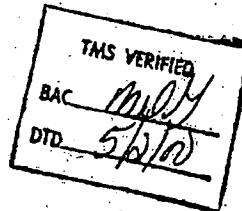
BK N 346PG027

Sub  
LTV



FILED  
N346-23  
2000 APR 28 PM 12:15  
CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

|           |          |
|-----------|----------|
| RECEIVING |          |
| Fee       | 10.00    |
| State     | 398.70   |
| County    | 164.45   |
| Postage   |          |
| TOTAL     | 563.15 B |



This Instrument Prepared By (but no title search performed):  
 And to Be Returned to:  
 Elaine H. Fowler  
 Turner, Padgett, Graham & Laney, P.A.  
 Post Office Box 22129  
 Charleston, SC 29413-2129

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF CHARLESTON )

# GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Bradford Q. Jeffcoat, Jr. (hereinafter whether singular or plural, "GRANTOR"), in the State aforesaid, for and in consideration of the sum of Five and 00/100 Dollars (\$5.00) and other valuable consideration, to GRANTOR in hand paid at and before the sealing and delivery of these presents by Bradford Q. Jeffcoat, Jr. and Sandra P. Perkins, jointly with right of survivorship, and not as tenants in common (hereinafter collectively referred to as "GRANTEE"), 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 GRANTEE the following described property (the "Property"):

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as LOT #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

THIS conveyance is made SUBJECT to any and all restrictions, easements and/or rights-of-way affecting the above-described property as recorded in the ROD Office for Charleston County, South Carolina.

Derivation: The foregoing property being the same property conveyed to the Grantor by Jane L. Dennis d/b/a Blue Heron Co., by deed dated April 28, 2000 and recorded in the Office of the Register of Deeds for Charleston County on April 28, 2000 in Deed Book N346 at Page 023.

TMS#: 355-09-00-108

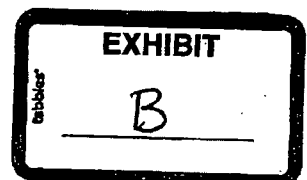
GRANTEE'S ADDRESS: 1955 Old Fort Avenue  
 Charleston, South Carolina 29414

This conveyance is made subject to all obligations, restrictions, limitations, covenants and easements of record and governmental ordinances and regulations affecting the Property.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

H:\EHF\Jeffcoat-Perkins\deed

DEF026



TO HAVE AND TO HOLD, all and singular the premises before mentioned, unto the said GRANTEE, its successors and assigns forever.

And the GRANTOR hereby binds GRANTOR and GRANTOR'S Heirs and Personal Representatives to warrant and forever defend all and singular the said premises unto the said GRANTEE and GRANTEE'S successors and assigns against GRANTOR and GRANTOR'S Heirs, and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS GRANTOR'S Hand and Seal, as of the 1st day of July, 2000.

Signed, Sealed and Delivered  
In The Presence of:

Elaine H. Fowler  
Mary C. Zahedi

Bradford Q. Jeffcoat, Jr.  
Bradford Q. Jeffcoat, Jr.

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

#### ACKNOWLEDGMENT

I, a Notary Public, within and for the State and County aforesaid do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County and was executed and acknowledged by Bradford Q. Jeffcoat, Jr., Grantor, to be the free and voluntary act and deed of the Grantor.

WITNESS my signature as of the 1st day of July, 2000.

Elaine H. Fowler  
Notary Public for South Carolina  
My Commission Expires: 10/31/06



STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

## AFFIDAVIT

Date of Transfer of Title  
(Closing Date) July 1st, 2000

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by **BRADFORD Q. JEFFCOAT, JR.** to **BRADFORD Q. JEFFCOAT, JR. and SANDRA P. PERKINS**, jointly with right of survivorship, and not as tenants in common, on July 1st, 2000.
3. Check one of the following: *The DEED is*
  - (a) XX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (c) \_\_\_\_\_ EXEMPT from the deed recording fee because (exemption# \_\_\_\_\_)  
(Explanation if required)  
(If exempt, please skip items 4-6 and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$74,750.00.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_.
5. Check YES \_\_\_\_\_ or NO XX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_.
6. The DEED Recording Fee is computed as follows:
  - (a) \$74,750.00 the amount listed in item 4 above
  - (b) -0- the amount listed in item 5 above (no amount place zero)
  - (c) \$74,750.00 subtract line 6(b) from line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me as of the 1st  
day of July, 2000.

Janie W. Fowler  
Notary Public for South Carolina  
My Commission Expires: 10/31/06

Grantor, Grantee, or Legal Representative  
connected with this transaction

Bradford Q. Jeffcoat, Jr.

Print or Type Name here

H:\EHF\Jeffcoat-Perkins\Charleston Affidavit

DEF028

Turner, Padgett, Graham

P. O. Box 22129

Char SC 29413

BKD 364PG110

Recording Fee 10.00

State Fee 195.00

County Fee 82.50

Postage           

TOTAL 287.50 B

FILED

D364-107  
2001 FEB 16 PM 3:49

CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

TMS VERIFIED

BAC LMG

DTD 2-21-01

RECEIVED FROM RMC

FEB 21 2001

PEGGY A. MOSELEY  
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON ) MORTGAGE

THIS MORTGAGE, given as of the 1st day of July, 2000, by Sandra P. Perkins ("Mortgagor"), whose address is 1955 Old Fort Avenue, Charleston, South Carolina 29414 and Bradford Q. Jeffcoat, Jr. ("Mortgagee") whose address is 1955 Old Fort Avenue, Charleston, South Carolina 29414.

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of \$43,550.00, together with interest thereon, as evidenced by that certain Promissory Note of even date herewith, executed by Mortgagor and delivered to Mortgagee, the final payment of which is due on demand, but not later than June 1, 2015, as provided therein (the "Note"), which by reference is made a part hereof to the same extent as though set out in full herein; and

WHEREAS, Mortgagor has agreed to give to Mortgagee this Mortgage to secure the payment of the indebtedness secured by the Note;

NOW, THEREFORE, to secure the performance and observance by Mortgagor of all covenants and conditions in the Note (and in any renewal, extension or modification thereof) and in this Mortgage, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys' fees; Mortgagor does hereby grant, bargain, convey, mortgage, unto Mortgagee and Mortgagee's heirs, successors and assigns forever, all right, title and interest of Mortgagor in and to the following property, together with any improvements or fixtures located thereon, and any easements appurtenant to said property (the "Mortgaged Property"):

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee and Mortgagee's heirs, successors and assigns, to its own proper use and benefit forever, subject, however, to the terms and conditions herein;

PROVIDED, HOWEVER, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee all the principal and interest payable under the Note, at the times and in the manner stipulated therein, herein, and in all other instrument securing the Note, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and shall keep, perform and observe all the covenants and promises in the Note, and any renewals, extensions or modifications thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed thereunder, then this Mortgage, and all the properties, interest and rights hereby granted, conveyed and assigned shall cease and be void; but it shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with Mortgagee as follows:

HAEHFJeffcoat-Perkins/mortgage



ARTICLE ONE

COVENANTS OF MORTGAGOR

1.01 Performance of Note, Mortgage, Etc. Mortgagor shall perform, observe and comply with all provisions hereof, of the Note and of every other instrument securing the Note, and will promptly pay to Mortgagor the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of the Mortgage and of every other instrument securing the Note when payment shall become due, all without deduction or credit for taxes or other similar charges paid by the Mortgagor.

1.02 Warranty of Title. Mortgagor covenants and warrants that it is seized of an indefeasible estate in fee simple in the Mortgaged Property and has good right, full power and lawful authority to convey, mortgage and encumber the same as provided herein; that Mortgagor may at all times peaceably and quietly enter upon, hold, occupy and enjoy the land and real property hereby mortgaged and every part thereof; that the Mortgaged Property is free and clear of all liens, security interests, charges and encumbrances, whatsoever, except for the lien for property taxes not yet due and payable and those permitted encumbrances, if any, listed on the title insurance policy issued to Mortgagor upon his acquisition of the Mortgaged Property. Mortgagor fully warrants the title to the Mortgaged Property, and will forever defend the same against the claims of all persons whomsoever, except Mortgagor or persons claiming through him.

1.03 Zoning and Environmental Laws. Mortgagor covenants and warrants that all applicable zoning laws, ordinances and regulations affecting the Mortgaged Property permit the use and occupancy of the improvements for the intended purposes and further covenants and warrants that it will comply with all environmental and ecological laws, ordinances and regulations affecting the Mortgaged Property.

1.04 Taxes, Assessments and Liens

(a) Mortgagor shall pay or bond promptly, when and as due, and shall promptly exhibit to Mortgagor receipts for the payment of all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations and encumbrances of every kind whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgage or the indebtedness or other sums secured hereby, or upon or against the interest of Mortgage in the Mortgaged Property, as well as all income taxes, assessments and other governmental charges levied and imposed by the United States of America or any state, county, municipality or other taxing authority upon or against Mortgagor or in respect of the Mortgaged Property or any part thereof, and any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage before they become delinquent and before any interest attached or any penalty is incurred.

(b) Mortgagor shall not permit or suffer for more than thirty (30) days any mechanics', or laborers', materialmen's, statutory or other liens upon any of the Mortgaged Property.

1.05 Insurance

(a) Mortgagor shall at its sole expense obtain for, deliver to and maintain for the benefit of Mortgage, during the life of this Mortgage, insurance policies in such amounts as Mortgage may require but in no event exceeding the full insurable value, insuring the Mortgaged Property against fire, extended coverage and such other insurable hazards, casualties and contingencies as Mortgage may require including flood, hurricane and windstorm damage, and shall pay promptly when due any premiums on such insurance policies and the companies issuing the same shall be acceptable to Mortgage. All such policies and

11-211P-McGraw-Hill Mortgages

renewals thereof shall be held by Mortgagee and shall contain a non-contributory mortgagee endorsement making losses payable to Mortgagee. The coverage under such policies shall include the improvements now or hereafter located on the Mortgaged Property. At least thirty (30) days prior to the expiration date of all such policies, renewals thereof satisfactory to Mortgagee shall be delivered to Mortgagee. The Mortgagor shall deliver to Mortgagee receipts evidencing the payment of all premiums on such insurance policies and renewals. Delivery of the insurance policies and renewals thereof shall constitute an assignment to Mortgagee, as further security, of all unearned premiums. In the event of loss, Mortgagor will give immediate written notice to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the indebtedness and other sums secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee.

(b) Mortgagor hereby assigns to Mortgagee all proceeds from any insurance policies, and Mortgagee is hereby authorized and empowered in its discretion, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Mortgagee alone, and not to Mortgagor and Mortgagee jointly. After deducting from such insurance proceeds any expenses incurred by the Mortgagee in the collection or handling of such funds, Mortgagee may apply the net proceeds at its option, either toward restoring the Improvements or as a credit on any portion of the indebtedness and other sums secured hereby, whether then matured or to mature in the future. If the Mortgagee elects to restore the Improvements, any balance of such monies after restoration shall at Mortgagee's option either be applied toward the reduction of indebtedness and other sums secured hereby or shall be paid to Mortgagor. Mortgagee shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(c) Mortgagor shall, at its sole expense, obtain for, deliver to and maintain for the benefit of Mortgagee, during the life of this Mortgage, liability insurance policies relating to the Mortgaged Property, in such amounts, with such companies and in such form as may be reasonably required by Mortgagee. Mortgagee may require such policies to contain an endorsement, in a form satisfactory to Mortgagee, naming Mortgagee as an additional insured thereunder. Mortgagor shall pay promptly, when due, any premiums on such insurance policies and renewals thereof.

1.06 Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State where the Mortgaged Property is located or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured permanently, the entire indebtedness and other sums secured hereby shall, in the event of such condemnation or taking, at the option of the Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of actions and proceeds of, or on account of damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto are hereby assigned by Mortgagor to Mortgagee, who, after deducting therefrom all its expenses including attorney's fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagee shall determine, to the reduction of the sum secured hereby and to any prepayment charge provided in the Note, this Mortgage or other instrument securing the Note. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any

compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

#### 1.07 Care of Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair. Mortgagor shall not remove, demolish, materially alter or materially change the use of any building, structure or other improvement presently or hereafter on the Mortgaged Property without the prior written consent of Mortgagee. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof.

(b) Except as otherwise provided in this Mortgage, no fixture, personal property or other part of the Mortgaged Property shall be removed, demolished or altered, without the prior written consent of Mortgagee. Mortgagor may sell or otherwise dispose of, furniture, furnishing, equipment, tools, appliances, or machinery, which may become worn out, or obsolete only if they are replaced immediately with similar items of at least equal value which shall, without further action, become subject to the lien of this Mortgage, except as otherwise provided in this Mortgage.

(c) Mortgagee may enter upon and inspect the Mortgaged Property at any reasonable time during the life of this Mortgage.

(d) Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

(e) If all or any part of the Mortgaged Property shall be lost, damaged or destroyed by fire or any other cause, Mortgagor will give immediate written notice thereof to Mortgagee and shall promptly restore the Mortgaged Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefor, provided that Mortgagee assigns to Mortgagor available insurance proceeds, if any, for the purpose of restoration. Subject to Mortgagee's right to make certain other elections as provided in this Mortgage, if a part of the Mortgaged Property shall be lost, physically damaged or destroyed through condemnation, Mortgagor will promptly restore, repair or alter the remaining property in a manner satisfactory to Mortgagee.

1.08 Further Assurances. At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be re-recorded or re-filed at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such further mortgages, financing statements, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, or to continue and preserve the obligation of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor. Upon failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or re-file any and all such mortgages, instruments of further assurance, financing statements, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do so.

1.09 After-Acquired Property. The lien of this Mortgage will automatically attach, without further act, to all after acquired property located in or on, or attached to, or used or intended to be used in connection with the Mortgaged Property or any part thereof.

1.10 Expenses. Mortgagor shall pay or reimburse Mortgagee for all costs, charges and expenses, including reasonable attorney's fees and disbursements, and costs incurred or paid by Mortgagee in any action which is threatened, pending or completed or proceeding or dispute in which Mortgagee is or might be made a party or appears as a party plaintiff or party defendant and which affects or might affect the Note, this Mortgage or any other instrument securing the Note, or the Mortgaged Property or any part thereof, or the interests the Mortgaged Property or any part thereof, or the interests of Mortgagor or Mortgagee therein, including but not limited to the foreclosure of this Mortgage, condemnation involving all or part of the Mortgaged Property or any action to protect or part of the Mortgage property or any action to protect the security hereof. All costs, charges and expenses (except where Mortgagor and Mortgagee are adverse parties and Mortgagor is ultimately the prevailing party) so incurred or paid by Mortgagee shall become due and payable immediately, whether or not there be notice, demand, attempt to collect or suit pending. The amounts to incurred or paid by Mortgagee, together with interest thereof at the Default Rate as hereinafter defined from the date incurred until paid by Mortgagor, shall be added to the indebtedness and secured by the lien of this Mortgage.

1.11 Mortgagee's Performance of Defaults. If Mortgagor defaults in the payment of any tax, assessment, encumbrance or other imposition, in its obligation to furnish insurance hereunder or in the performance or observation of any other covenant, condition or term in this Mortgage or in any other instrument securing the Note, Mortgagee may at its option perform or observe the same; and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred are paid by Mortgagee in connection therewith shall become due and payable immediately by Mortgagor. The amounts so incurred or paid by Mortgagee, together with interest thereon at the Default Rate as hereinafter defined from the date incurred until paid by Mortgagor, shall be added to the indebtedness and secured by the lien of this Mortgage. Nothing contained herein shall be construed as requiring Mortgagee to advance or expend monies for any purposes mentioned in this paragraph, or for any other purpose. Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or terms, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

1.12 Books and Records. Mortgagor shall keep and maintain at all times complete, true and accurate books off the Mortgaged Property. Mortgagor, within ten (10) days after written request from Mortgagee, shall furnish financial statements, records and such other information as may be reasonably requested by Mortgagee to examine Mortgagor's financial condition and/or the income and expenses for the Mortgaged Property.

1.13 Estoppel Affidavits. Mortgagor, within ten (10) days after written request from Mortgagee, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Note, and any other unpaid sums secured hereby and whether or not any offsets or defenses exist against such principal and interest or other sums.

## ARTICLE TWO

### DEFAULTS

2.01 Event of Default. The term Event of Default, wherever used in this Mortgage, shall mean any one or more of the following events:

- (a) An event of default under the Note or any other instrument securing the note.

RE 364 PG 026

(b) A breach by Mortgagor of any of the covenants, agreements and conditions of Article One hereof.

(c) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, or any other instrument securing the note or any other instrument collateral to the Note or executed in connection with the sums secured hereby, including a default by Mortgagor as landlord under any leases covering all or any part of the Mortgaged Property.

(d) If either (i) Borrower (or any of them, if more than one), Mortgagor, any subsidiary thereof, or any guarantor or endorser of the Note: (a) files a voluntary petition in bankruptcy, or (b) is adjudicated as a bankrupt or insolvent, or (c) files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (d) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or (e) makes any general assignment for the benefit of creditors, or (f) makes an admission in writing of its inability to pay its debts generally as they become due; or (ii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Borrower (or any of them, if more than one), Mortgagor, any subsidiary thereof, or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future Federal, State or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof; or (iii) any trustee, receiver or liquidator of Mortgagor or any subsidiary thereof, of any guarantor or endorser of the Note, of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive).

**2.02 Acceleration of Maturity.** If an Event of Default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and pay. thereon, and all other sums secured hereby, to be due and payable immediately and upon such declaration, such principal and interest and other sums shall immediately become and be due and payable without demand or notice.

**2.03 Mortgagee's Power of Enforcement.** If an Event of Default shall have occurred, Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce payment of the Note or the performance of any term hereof or any other right; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under a judgment or decree of a court or courts of competent jurisdiction; and (c) to pursue any other remedy available to it. Mortgagee may take action either by such proceedings or by the exercise of its powers with respect to the entry or taking possession or both, as the Mortgagee may determine.

**2.04 Mortgagee's Right to Enter and Take Possession, Operate and Apply Income.**

(a) If an Event of Default shall have occurred, Mortgagor upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession, and if and to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint may enter and take possession of all the Mortgaged Property and may exclude Mortgagor and its agents and employees wholly therefrom, and may have joint access with Mortgagor to the books, papers and accounts of Mortgagor.



(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of the Mortgaged Property to Mortgagee along with all books, papers and accounts of Mortgagor, to the entry of which judgment or decree Mortgagor hereby specifically consents.

(c) Mortgagor shall pay to Mortgagee, upon demand, all reasonable costs and expenses of obtaining such judgment or decree and reasonable compensation to Mortgagee, its attorneys and agents and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(d) Upon every such entering upon or taking of possession, Mortgagee may hold, use, manage and control the Mortgaged Property, and from time to time:

- (1) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and repairs, renewals, replacements, additions, betterments and improvements, thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property;
- (2) insure or keep the Mortgaged Property insured;
- (3) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor in its name or otherwise, with respect to the same;
- (4) enter into agreements with others to exercise the powers here granted to Mortgagee;

All as Mortgagee in its reasonable judgment from time to time may determine; and Mortgagee may collect and receive any income, revenues, rents and issues and profits of the same including those past due as well as those accruing thereafter; and shall apply the monies so received by Mortgagee in such priority as Mortgagee may determine to (i) the reasonable compensation, expenses and disbursements of the agents and attorneys; (ii) the cost of insurance, taxes, assessment and other proper charges upon the Mortgaged Property or any part thereof; (iii) the deposits for taxes and assessments and insurance premiums due; and (iv) the payment of accrued interest and principal of the Note.

Mortgagee shall surrender possession of the Mortgaged Property to Mortgagor only when all that is due upon such interest, tax and insurance deposits and principal installments, and under any of the terms of this Mortgage, shall have been paid and all defaults made good, if Mortgagee has not declared the entire principal balance due and payable. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

**2.05 Purchase by Mortgagee.** Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its absolute right without further accountability. In the event that the bid at the foreclosure sale is in excess of sums due Mortgagee under the terms of this Mortgage, such excess shall be paid promptly to Mortgagor.

**2.06 Application of Indebtedness Toward Purchase Price.** If permitted by law, upon such foreclosure sale, and after allowing for the proportion of the total purchase price required to be paid in cash and for the costs and expenses of the sale, compensation and other charges, Mortgagee may, in paying the purchase price, apply any portion of or all sums due to Mortgagee under the Note, this Mortgage or any other

instrument securing the Note, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of the sale, be payable thereon.

2.07 [This Section has been intentionally deleted.]

2.08 [This Section has been intentionally deleted.]

2.09 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Mortgagor, any person, partnership or corporation guaranteeing or endorsing any of Mortgagor's obligations, its creditors or its property, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amount due and payable by Mortgagor under the Note, this Mortgage and any other instrument securing the Note, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Mortgagor after such date.

2.10 Application of Monies by Mortgagee.

(a) If default shall be made in the payment of any amount due under the Note, this Mortgage or any other instrument securing the Note, then, upon Mortgagee's demand, and in case of foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of the sums secured hereby, Mortgagee shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid and to recover judgment against the property for any portion thereof remaining unpaid, with interest.

(b) Any monies collected or received by Mortgagee under this paragraph 2.10 shall be applied as follows: first, to the payment of reasonable compensation, expenses and disbursements of the Mortgagee's agents and attorneys; and second, to the payment of amounts due and unpaid under the Note, this Mortgage and any other instruments securing the Note.

2.11 Delay or Omission No Waiver. No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon.

2.12 [This Section has been intentionally deleted.]

2.13 Discontinuance of Proceedings; Position of Parties Restored. If Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been determined adversely to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder and all rights, powers and remedies of Mortgagee shall continue as if no such proceedings had occurred or had been taken.

2.14 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other

instrument securing the Note, or now or hereafter existing at law, in equity or by statute.

2.15 Sale, Transfer and Encumbrance Restrictions. It shall be a default hereunder if, without the Mortgagee's prior written consent, the Mortgaged Property, or any interest therein, whether equitable or otherwise is sold, transferred, conveyed or further encumbered in any way.

### ARTICLE THREE

#### MISCELLANEOUS PROVISIONS

3.01 Heirs, Successors and Assigns Included. Whenever one of the Parties hereto is named or referred to herein, the heirs, successors and permitted assigns of such party shall be included and all covenants and agreements contained in the Mortgage, by or on behalf of mortgagor or Mortgagee, shall bind and inure to the benefit of their respective heirs, successors and permitted assigns, whether so expressed or not.

3.02 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience or reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

3.03 Invalid Provision to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

3.04 Changes, Etc. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the Party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

3.05 Governing Law. This Mortgage is made by Mortgagor covering collateral located in the State of South Carolina; and this Mortgage and the rights and remedies provided herein shall be construed, interpreted, enforced and governed by and in accordance with the laws of South Carolina.

3.06 Default Rate. The Default Rate shall be the rate provided under the Note, plus three (3%) percent per annum.

3.07 Notice. Any notices provided herein shall be deemed properly given upon the mailing to the party entitled to notice of written notice, sent by certified mail, return receipt requested, or personally delivered, at the addresses set forth on the first page of this Mortgage, or at such other address as the parties shall have given each other prior written notice.

3.08 Exception for Joint Owner. Notwithstanding anything to the contrary herein, if Mortgagee and Mortgagor are joint owners of the Mortgaged Property, Mortgagor makes no warranties or agreements of any nature with respect to Mortgagee's interest in the Mortgaged Property or any actions taken by Mortgagee, and nothing in this Mortgage shall adversely affect any obligations of Mortgagee under that certain Agreement Regarding Real Property between Mortgagor and Mortgagee dated the same date as this mortgage.

ME 364PG030

3.09 Waiver of Appraisal. The Mortgagor does hereby waive any rights it has to require an appraisal of the property in the event of default, foreclosure and sale as may be provided by S.C. Code Ann., Section 29-3-680 et seq. (1976).

IN WITNESS WHEREOF, the undersigned have signed and sealed this instrument the day and year above first written.

WITNESS:

Elaine H. Fowler  
Mary C. Zibeda

Mortgagor:

Sandra P. Perkins  
Sandra P. Perkins

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGMENT

PERSONALLY APPEARED before me the within named Sandra P. Perkins, who being personally known to me, signed, sealed and as her act and deed, delivered the within document as of the 1st day of July, 2000.

Elaine H. Fowler  
Notary Public for South Carolina  
My Commission Expires: 10/31/06

EXHIBIT "A"

ME 364PG031

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as LOT #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

THIS conveyance is made SUBJECT to any and all restrictions, easements and/or rights-of-way affecting the above-described property as recorded in the ROD Office for Charleston County, South Carolina.

Derivation: The foregoing property being the same property conveyed to the Grantor by Jane L. Dennis d/b/a Blue Heron Co., by deed dated April 28, 2000 and recorded in the Office of the Register of Deeds for Charleston County on April 28, 2000 in Deed Book N346 at Page 023.

TMS#: 355-09-00-108

Turner, Padgett, Graham

P.O. Box 22129

Chas SC 29413

FILE  
MTH

EE 364PG032

FILED

E364-21

2001 FEB 16 PM 3:50

CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

17.00  
\$



# PGS:

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STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

SATISFACTION OF MORTGAGE  
Ref.: Book E364 at Page 021

PURSUANT TO SECTION 29-3-330 (B)(3) OF THE SOUTH CAROLINA CODE OF LAWS,  
1976

The undersigned, Bradford Q. Jeffcoat, Jr., being the mortgagee of record or the legal representative, agent or officer, or attorney-in-fact of the mortgagee of record, under a written agreement duly recorded, of either of the foregoing, certifies:

The debt secured by the mortgage/deed of trust recorded February 16, 2001 in the office of the Register of Deeds of Charleston County in Book E364 at page 021 is:

[X] paid in full and the lien or the foregoing instrument has been released; or

[ ] the lien of the foregoing instrument has been released.

The Register of Deeds for Charleston County may enter this cancellation into record.

Under penalties of perjury, I declare that I have examined this affidavit this 20 day of June, 2016 and, to the best of my knowledge and belief, it is true, correct, and complete.

WITNESS my/our hand this 20 day of June, 2016.

SIGNED, SEALED AND DELIVERED IN THE  
PRESENCE OF:

Olga Ustymenko  
Witness 1

W. Kayla White  
Witness 2

Bradford Q. Jeffcoat, Jr.  
Bradford Q. Jeffcoat, Jr.

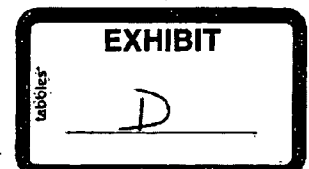
STATE OF SOUTH CAROLINA )  
COUNTY OF Charleston )

THE foregoing instrument was acknowledged before me by Bradford Q. Jeffcoat, Jr. this 20 day of June, 2016.

Ronald Cochran (L.S.)  
Notary Public for: South Carolina

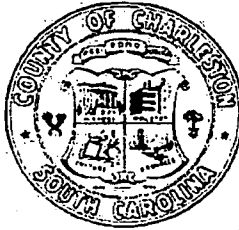
My Commission Expires: My commission expires on November 17, 2016

\*\*Mortgagor: Sandra P. Perkins



# RECORDER'S PAGE

NOTE: This page MUST remain  
with the original document

**Filed By:**

CLAWSON & STAUBES  
126 SEVEN FARMS DR.  
SUITE 200  
CHARLESTON SC 29492 (BOX)

## RECORDED

Date: July 19, 2016

Time: 2:41:04 PM

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Page

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Sat/Mtg

Charlie Lybrand, Register  
Charleston County, SC

**MAKER:**

PERKINS SANDRA P

# of Sats:

# of References:

# of Pages: 2

**RECIPIENT:**

JEFFCOAT BRADFORD Q JR

Note:

Recording Fee \$ 5.00

Extra Reference Cost \$ -

Extra Pages \$ -

Postage \$ -

Chattel \$ -

TOTAL \$ 5.00

Original Book:

E364

Original Page:

021

DRAWER

Drawer 2

CLERK

JBA



0569

Book



411

Page



07/19/2016

Recorded Date



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# Pgs



E364

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THE STATE OF ALABAMA

COUNTY OF BALDWIN

PROBATE COURT

Case No. 32367

LETTERS OF GUARDIANSHIP/CONSERVATORSHIP

Letters of Guardianship/Conservatorship over the estate of SANDRA P. PERKINS, an incapacitated person, are hereby granted to VANESSA L. WILLIAMS, who has duly qualified and given bond as required by law, and is authorized to discharge all the functions attached to said guardianship/conservatorship.

Dated this 15th day of September, 2015.

  
JUDGE OF PROBATE

EXHIBIT

tabbies

E

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA  
IN RE: ESTATE OF  
SANDRA P. PERKINS, CASE NO. 32367  
an incapacitated person

DECREE

This being the day appointed for the hearing of the Petition of VANESSA L. WILLIAMS and praying for an inquisition thereof, and it appearing to the satisfaction of the Court that the said SANDRA P. PERKINS is over the age of nineteen years, and is a citizen and resident of Baldwin County, Alabama, having an estate herein; and it being further shown to the Court that it would not be consistent with the health and safety of SANDRA P. PERKINS to have her present at the trial at said time, and that SANDRA P. PERKINS did not have Counsel to represent her at said hearing, and the Court appointed PATSY L. JOHNSON, who is a duly licensed Attorney at Law, as her attorney to represent the interests of the said SANDRA P. PERKINS, and upon such hearing, and she did deny the allegations of the said Petition and did represent the said SANDRA P. PERKINS and

Now comes VANESSA L. WILLIAMS, as the Petitioner, and PATSY L. JOHNSON, as attorney for SANDRA P. PERKINS, and this Court having heard the evidence and the argument of Counsel,

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the said SANDRA P. PERKINS be, and she is hereby, adjudged to be a mentally incapacitated person; and that the said Petition and all other proceedings thereon be recorded.

Done this 15th day of September, 2015.

  
JUDGE OF PROBATE

IN THE PROBATE COURT OF BALDWIN COUNTY, ALABAMA

IN RE: ESTATE OF

SANDRA P. PERKINS,

CASE NO. 32367

an incapacitated person

ORDER GRANTING LETTERS OF  
GUARDIANSHIP/CONSERVATORSHIP

Now comes VANESSA L. WILLIAMS, the Petitioner, and PATSY L. JOHNSON, the attorney heretofore appointed as Guardian ad Litem to represent and protect the interest of the said SANDRA P. PERKINS, and this Court having proceeded to hear the testimony of the Petitioner and the other witnesses and this Court having found that SANDRA P. PERKINS is a mentally incapacitated person; and it appearing that all notices and other requirements of the statutes in such cases made and provided have been complied with; and the Court is satisfied and finds that the said SANDRA P. PERKINS is incapacitated to the extent of lacking sufficient understanding or capacity to make or communicate responsible decisions and that the appointment of a Guardian/Conservator is necessary and desirable as a means of providing continuing care and supervision of the person and property of the said SANDRA P. PERKINS; and it being shown by evidence satisfactory to the Court that the allegations of the petition are substantially true, and VANESSA L. WILLIAMS now entering into bond, conditioned and payable as provided by the law in the sum of \$485,000.00 DOLLARS with OHIO CASUALTY INSURANCE COMPANY as surety, which bond with said security has been taken and approved by the Judge of this Court; it is

ORDERED, ADJUDGED and DECREED that Letters of Guardianship/Conservatorship on the Estate of SANDRA P. PERKINS, an incapacitated person, be forthwith issued to VANESSA L. WILLIAMS as in her application prayed.

It is ORDERED by the Court that the costs of this proceeding and cost of such bond be paid by the Estate of SANDRA P. PERKINS by the Guardian/Conservator, for which execution may issue.

It is further ORDERED by the Court that said Guardian shall file written reports annually with the Court on the Condition of the ward, the first of which reports shall be due September 15, 2016.

It is further ORDERED by the Court that said guardian/conservator shall file an inventory of said estate within 90 days of her appointment and also file an annual accounting with this Court, with the first said accounting being due September 15, 2016; and said guardian/conservator is to make a partial settlement every three years with this Court, at which time said written accountings will be formally approved.

DONE this 15th day of September, 2015.

  
JUDGE OF PROBATE

STATE OF SOUTH CAROLINA   )  
                                                  )  
COUNTY OF CHARLESTON       )

TITLE NOT EXAMINED BY CLAWSON & STAUBES, LLC  
**TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, that I, **Sandra P. Perkins**, for and in consideration of the sum of **Ten and 00/100 Dollars (\$10.00)** and love and affection to me in hand paid at and before the sealing of these presents by **Vanessa L. Williams**, in the State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do, subject to all covenants, restrictions and easements of record ("Exceptions"), grant, bargain, sell and release unto the said **Vanessa L. Williams**, her heirs and assigns, all of my one half undivided interest in and to the following described property, to-wit:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as Lot #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

BEING the same property conveyed to Bradford Q. Jeffcoat, Jr. and Sandra P. Perkins by deed of Bradford Q. Jeffcoat, Jr. dated July 1, 2000 and recorded February 6, 2001 in Book D364, at Page 107 in the RMC Office for Greenville County, South Carolina.

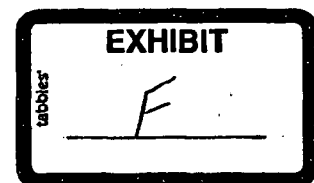
TMS# 355-09-00-108

Grantee's Address: 32183 Waterworks Ln  
Lillian, AL 36549

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, subject to the Exceptions, all and singular, the said premises before mentioned unto the said **Vanessa L. Williams**, her heirs and assigns forever a one half undivided interest.

AND, subject to the Exceptions, I do hereby bind myself and my heirs, personal representatives and administrators to warrant and forever defend, all and singular, the said premises unto the said **Vanessa L. Williams**, 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 16<sup>th</sup> day of November, 2015.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

SA  
(First Witness signs here)

Angie R. Coward  
(Second Witness or Notary signs here)

Vanessa L. Williams (L.S.)  
Sandra P. Perkins, by Vanessa L. Williams,  
Guardian and Conservator of Sandra P. Perkins

STATE OF Alabama )  
COUNTY OF Baldwin )

THE foregoing instrument was acknowledged before me by Sandra P. Perkins, by Vanessa L. Williams, Guardian and Conservator of Sandra P. Perkins this 16<sup>th</sup> day of November, 2015.

Deborah S. Rutherford (L.S.)  
Notary Public for Alabama  
My Commission Expires: 8-19-17





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Alabama  
STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )  
Baldwin

AFFIDAVIT

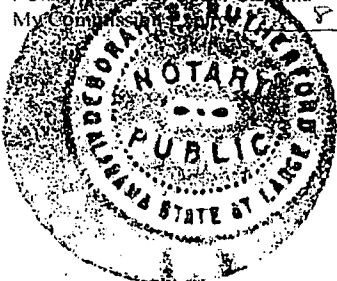
Date of Transfer of Title  
November \_\_\_\_\_, 2015

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Sandra P. Perkins to Vanessa L. Williams on November \_\_\_\_, 2015.
3. Check one of the following: **The DEED is**  
(a) \_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.  
(b) \_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.  
(c) x EXEMPT from the deed recording fee because (exemptions #1)  
(Explanation, if required (transferring one half interests less than \$100.00)  
(If exempt, please skip items 4-6, and go to item 7 of this affidavit)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.  
(a) \_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.  
(b) \_\_\_ The fee is computed on the fair market value of the realty which is \$ \_\_\_\_\_.  
(c) \_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_.
5. Check YES \_\_\_ or NO \_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If yes, the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_.
6. The DEED Recording Fee is computed as follows:  
(A) \$ \_\_\_\_\_ the amount listed in item 4 above  
(b) \$ \_\_\_\_\_ the amount listed in item 5 above (no amount place zero)  
(c) \$ \_\_\_\_\_ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:  
Legal Representative.
8. Check if Property other than Real Property is being transferred to this Deed.  
(a) \_\_\_ Mobile Home  
(b) \_\_\_ Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of \_\_\_\_\_ deceased  
CASE NUMBER \_\_\_\_\_. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. In the Estate of \_\_\_\_\_ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me on this 16<sup>th</sup> day  
of November, 2015

Deborah S. Ruth (L.S.)  
Notary Public for South Carolina  
My Commission Expires 8-19-17



Vanessa L. Williams  
Legal Representative

Vanessa L. Williams  
Print Name





IN THE MATTER OF  
SANDRA P. PERKINS,  
an incapacitated person

\* IN THE PROBATE COURT OF  
\* THE COUNTY OF BALDWIN  
\* STATE OF ALABAMA

CASE NO. 32367

**ORDER**

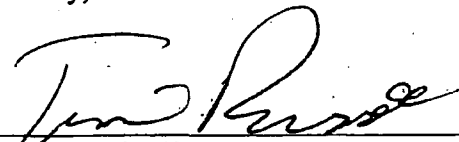
This matter came on to be heard on the "Motion to Approve Transfer of Real Property" filed by VANESSA L. WILLIAMS, Court appointed Guardian and Conservator of Sandra P. Perkins, and the Court being of the opinion that said Motion should be granted, **IT IS, THEREFORE,**

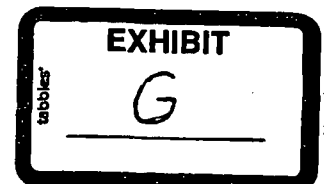
**ORDERED, ADJUDGED and DECREED** that pursuant to Code of Alabama, Sections 26-2A-152 (c) (1), the conveyance and transfer of all of Sandra P. Perkins' interest in that certain real property described below to Vanessa L. Williams, by Vanessa L. Williams acting as conservator of said Ms. Perkins, is hereby approved.

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in St. Andrews Parish Charleston County, State aforesaid, and known and designated as Lot #25B on a plat entitled "PLAT TO SUBDIVIDE 1.38 ACRES, LOTS 13 & 25, MAGNOLIA RANCH S/D LOCATED IN ST. ANDREWS PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", as shown on plat thereof dated June 2, 1998 and revised June 1, 1998 drawn by James G. Pennington, R.L.S., and recorded in the ROD Office for Charleston County in Plat Book EC at Page 618. Reference to said plat is hereby craved to a more complete description.

TMS No.: 355-09-00-108

**DONE AND ORDERED** this 15th day of January, 2016.

  
JUDGE OF PROBATE



IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT

Vanessa Williams and Vanessa Williams,  
As Conservator and Guardian of Sandra P.  
Perkins,

vs.

Bradford Q. Jeffcoat, Jr. and Blue Heron  
Builders, Inc.

Defendants.

CASE  
NO. 2015-CP-10-6379

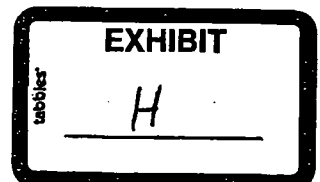
**AFFIDAVIT OF LESLIE T. FIELDS**

On this day personally appeared before me, Leslie T. Fields, Esquire, who being duly sworn, did depose and say as follows:

1. I am a practicing attorney with the law firm of Davis & Fields, P.C., 27180 Pollard Road, Daphne, Alabama. I have practiced probate and trust law in Alabama for twenty years working primarily in the areas of guardianships, conservatorships, decedent's estates, wills and trusts.

2. I obtained my Juris Doctor degree in 1995 from The University of Alabama, *magna cum laude*, being awarded The Order of the Coif, and serving as Senior Lead Articles Editor of the *Alabama Law Review*. I obtained my Bachelor of Arts degree from The University of South Alabama, *summa cum laude*.

3. I am a member in good standing of the Alabama Bar Association, the Mobile County, Alabama and Baldwin County, Alabama Bar Associations, having served on the Probate Committees of said bar associations; a member of the National Academy of Elder Law Attorneys, and a former adjunct Elder Law professor of the University of South Alabama. I am a frequent speaker on the



topics of probate, elder law, and estate planning, having been an invited speaker at the 2013 Alabama Probate Judges' Mid-Winter Conference.

4. I submit this affidavit to explain Alabama probate and trust law related to the actions of a Conservator to safeguard the property of her incapacitated Ward.

5. In preparing this affidavit, I have reviewed copies of the relevant pleadings in the above-captioned lawsuit, as well as the relevant laws, cases, and doctrinal writing relating to a Conservator's powers in the State of Alabama.

6. Code of Alabama, Section 26-2A-152(c)1, states that a conservator, acting as a fiduciary in efforts to accomplish the purpose of the appointment, may act *without court authorization* or confirmation, to:

*Collect, hold, and retain assets of the estate including land in another state and stocks of private corporations, until determining that disposition of the assets should be made, and the assets may be retained even though they include an asset in which the conservator is personally interested; (Emphasis added).*

The deed of conveyance dated November 16, 2015, by Vanessa Williams, Conservator, of her Ward, Sandra P. Perkin's, one-half interest in the subject real property, was not, contrary to Defendant's assertion, "a sale or disposition of the real property interest" that would require any prior court approval as anticipated in Code of Alabama, Section 26-2A-152(d)(3). Prior Court approval is required under this particular cited section for "disposing of real property for cash or on credit." Section 26-2A-152(d)(3). The transfer for Vanessa Williams was not a disposition for cash or on credit. The transfer was to Vanessa Williams, as agent, to hold, retain and preserve assets of her Ward. Section 26-2A-152(c)(1), Code of Alabama.

Alabama law acknowledges that a constructive trust arises when one person, occupying a fiduciary position, or having placed himself in such a position to another that good faith requires him to act for the other and not himself, acquires title to the property in himself, in place of cestui que. While the elements of a constructive trust in the instant case may be met, it is not necessary for the Court to impose a constructive trust on the transfer because Vanessa Williams acknowledges that she held the subject property interest solely as agent for her Ward. *See commentary to Code of Alabama*, Section 19-3B-1301.

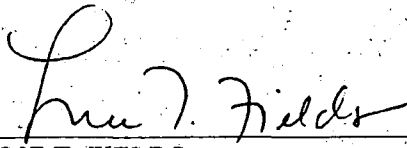
In *Hopkins v. Hopkins*, 983 So.2d 382 (2007) citing *Brothers v. Moore*, 349 So. 2d 1107 (Ala. 1977), the Alabama Supreme Court, stated that the issue of whether or not a constructive trust is imposed is one of fact. *Hopkins* at 387. In the absence of fraud, the court must find a confidential relationship between the transferor and transferee. *Hopkins* at 387. A confidential relationship exists where there is a fiduciary relationship such as between a guardian and ward where the transferor does in fact often make decisions based upon the direction of the transferee. *Hopkins* at 388. Further, the transferor must be justified in believing that the transferee will act in the best interest of the transferor. *Hopkins* at 388. "The trust alleged by the party asserting a confidential relationship must be both believable and verifiable from the objective facts..." *Hopkins* at 391. Vanessa Williams held a confidential relationship with her Ward and transferred the property interest to put herself in the position to act in the best interest of her Ward.

7. Affiant is of the opinion that under Alabama probate and trust law, Vanessa Williams, as Conservator, had the authority, without prior Probate Court approval, to transfer her Ward's one-

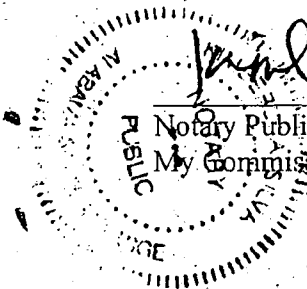
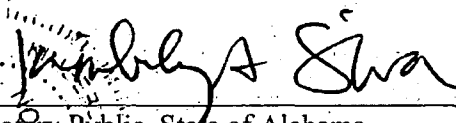
half interest in the subject real property to herself, as agent, holding said property as such agent, for the benefit of her Ward and the estate of her Ward.

8. Affiant further acknowledges that Baldwin County Probate Court, the Court having jurisdiction over the conservatorship of Sandra P. Perkins, did in fact, ratify and confirm the November 16, 2015 deed of conveyance to Vanessa Williams, as agent, and the applicability of Section 26-2A-152(c)(1), Code of Alabama, to the transaction.

Further affiant sayeth naught.

  
LESLIE T. FIELDS

Sworn to before me on this the 8th  
day of November, 2016,

  
  
Notary Public, State of Alabama  
My Commission Expires: 8/13/2018

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )  
 )  
Vanessa Williams and Vanessa Williams, )  
as Conservator and Guardian of Sandra P. )  
Perkins, )  
 )  
v. )  
 )  
Bradford Q. Jeffcoat, Jr. and Blue Heron )  
Builders, Inc., )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-6379

**MOTION FOR SUMMARY  
JUDGMENT OF DEFENDANT  
BRADFORD Q. JEFFCOAT, JR.**

FILED  
2016 FEB 17 PM 2:43  
CLERK OF COURT

The instant action was filed by Plaintiff Vanessa Williams, individually and in her capacity as Conservator and Guardian of Sandra Perkins, seeking partition of a parcel of real property located in Charleston County, South Carolina. For the reasons which follow, Defendant Brad Jeffcoat is entitled to summary judgment in his favor, and would respectfully request that this Court issue a deed to the property in his name alone.

**I. FACTS**

As of mid-summer, 2015, Brad Jeffcoat ("Brad") and Sandra Perkins ("Sandra") had lived together in a loving and committed relationship for approximately 20 years. During that time, Brad purchased the residential real property at issue in this case. Almost immediately after the purchase, he transferred one-half of the interest in the property to Sandra,<sup>1</sup> via a new deed executed in both of their names. The new deed stated that the property would be held "as joint tenants with right of survivorship, not as tenants in common." Brad and Sandra included this language, because they specifically desired that all interest in the property should pass, upon the death of one party, wholly to the other party. From 2000 until mid-2015, Brad and Sandra continue to live together in the home they shared.

<sup>1</sup> Sandra mortgaged her one-half interest to Brad; that mortgage has been paid in full and is not relevant to the present matter.

Sandra developed Alzheimer's and, for many years, Brad assumed responsibility for her care, with little to no assistance from her family, including her daughter, Plaintiff Vanessa Williams ("Vanessa"). Sandra eventually stopped working due to her cognitive impairments and by 2015, she required constant care and supervision. As Brad was still employed fulltime, he worried about Sandra's safety during the times he could not monitor her activities. He asked Vanessa to come to Charleston for a few weeks, to assist him in caring for Sandra. On June 16, 2015, several days after her arrival, Vanessa was supposed to take Sandra to a doctor's appointment. Instead, she packed some of her mother's belongings. Without informing Brad of her decision, she removed Sandra from South Carolina and relocated her to Vanessa's home state, Alabama.

On many occasions, Brad attempted to contact Sandra and Vanessa through phone calls, emails, and letters, but Vanessa refused to communicate with him. Brad, who had no communication with either Sandra or Vanessa, was despondent over the loss of his longtime partner, and worried for her safety. Sandra had never indicated any desire to leave her home of many years, or to make a permanent move to another state. By the time Vanessa absconded with her, Sandra's mental condition had deteriorated to the point that it was unlikely that she understood the permanence of the change, or even where she was or who with whom she was living.

On September 15, 2015, Vanessa filed an action in the Probate Court of Baldwin County, Alabama. The Court subsequently appointed her Conservator and Guardian of the person and estate of her mother, alleging – quite accurately – that her mother suffered from a major cognitive disorder and could no longer manage her own affairs. Vanessa never informed him of her conservatorship.



On November 16, 2015, Vanessa returned to Charleston. She made no attempt to contact Brad, or retrieve any of her mother's possessions, including the vehicle in her mother's name (said vehicle originally being part of this action). She did, however, have Charleston County issue a new deed for the real property. Specifically, for the sum of \$10.00, and love and affection, she, as Conservator, transferred her mother's one-half joint interest in the property to herself, individually.

Sandra Perkins died, in Alabama, on November 27, 2015. Brad did not find out about her death until weeks later, through a mutual friend. Vanessa filed this action three days prior to Sandra's death, alleging conversion of the personal property she neglected to retrieve upon her last visit to Charleston, and seeking partition of the real property.

## II. DISCUSSION

### A. Standard of Review

Summary judgment should be granted when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." S.C.R.C.P. 56(c); *see also Tupper v. Dorchester County*, 326 S.C. 318, 487 S.E.2d 187 (1997). Under Rule 56(c), SCRCp, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. *Baughman v. American Tel. & Tel. Co.*, 306 S.C. 101, 410 S.E.2d 537 (1991).

Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. Rather, the non-moving party must come forward with specific facts showing there is a genuine issue for trial. S.C.R.C.P 56(e); *SSI Med. Servs., Inc. v. Cox*, 301 S.C. 493, 392 S.E.2d 789 (1990); *NationsBank v. Scott Farm*, 320 S.C.

299, 465 S.E.2d 98 (Ct. App. 1995). In determining whether any triable issues of fact exist, the evidence and all reasonable inferences therefrom must be viewed in the light most favorable to the non-moving party. *Summer v. Carpenter*, 328 S.C. 36, 492 S.E.2d 55 (1997); *Hamiter v. Retirement Div. of South Carolina*, 326 S.C. 93, 484 S.E.2d 586 (1997); *City of Columbia v. American Civil Liberties Union*, 323 S.C. 384, 475 S.E.2d 747 (1996). Regardless of inferences, however, where there is no factual dispute and the law so dictates, summary judgment should be granted.

#### **B. Joint and Survivorship Property Cannot Be Unilaterally Partitioned**

At common law, a joint tenant could unilaterally transfer, *inter vivos*, his or her share in the property, to a third party, thus resulting in the original tenant and the new tenant holding the property as tenants in common and extinguishing the right of survivorship in the remaining original tenant. However, in 2000, the state legislature enacted §27-7-40, which replaced the common law and defined joint tenancy with right of survivorship and enumerated *all* of the ways in which a joint tenancy may be severed. S.C. Code Ann. §27-7-40. None of them allow for a unilateral partition by one of the owners.

The statute reads, in its entirety:

(a) In addition to any other methods for the creation of a joint tenancy in real estate which may exist by law, whenever any deed of conveyance of real estate contains the names of the grantees followed by the words "as joint tenants with rights of survivorship, and not as tenants in common" the creation of a joint tenancy with rights of survivorship in the real estate is conclusively deemed to have been created. This joint tenancy includes, and is limited to, the following incidents of ownership:

(i) In the event of the death of a joint tenant, and in the event only one other joint tenant in the joint tenancy survives, the entire interest of the deceased joint tenant in the real estate vests in the surviving joint tenant, who is vested with the entire interest in the real estate owned by the joint tenants.

(ii) In the event of the death of a joint tenant survived by more than one joint tenant in the real estate, the entire interest of the deceased joint tenant vests

equally in the surviving joint tenants who continues to own the entire interest owned by them as joint tenants with right of survivorship.

**(iii)** The fee interest in real estate held in joint tenancy may not be encumbered by a joint tenant acting alone without the joinder of the other joint tenant or tenants in the encumbrance.

**(iv)** If all the joint tenants who own real estate held in joint tenancy join in an encumbrance, the interest in the real estate is effectively encumbered to a third party or parties.

**(v)** If real estate is owned by only two joint tenants, a conveyance by one joint tenant to the other joint tenant terminates the joint tenancy and conveys the fee in the real estate to the other joint tenant.

**(vi)** If real estate is owned by more than two joint tenants, a conveyance by one joint tenant to all the other joint tenants therein conveys his interest therein equally to the other joint tenants who continue to own the real estate as joint tenants with right of survivorship.

**(vii)** Any joint tenancy in real estate held by a husband and wife with no other joint tenants is severed upon the filing of an order or decree dissolving their marriage and vests the interest in both the parties as tenants in common, unless an order or decree of a court of competent jurisdiction otherwise provides.

**(viii)** The interest of any joint tenant in a joint tenancy in real estate sold or conveyed by a court of competent jurisdiction where otherwise permitted by law severs the joint tenancy, unless the order or decree of such court otherwise provides and vests title in the parties as tenants in common.

**(ix)** If real estate is owned by two or more joint tenants, a conveyance by all the joint tenants to themselves as tenants in common severs the joint tenancy and conveys the fee in the real estate to these individuals as tenants in common.

**(b)** The surviving joint tenant or tenants may, following the death of a joint tenant, file with the Register of Deeds of the county in which the real estate is located a certified copy of the certificate of death of the deceased joint tenant. The fee to be paid to the Register of Deeds for this filing is the same as the fee for the deed of conveyance. The Register of Deeds must index the certificate of death under the name of the deceased joint tenant in the grantor deed index of that office. The filing of the certificate of death is conclusive that the joint tenant is deceased and that the interest of the deceased joint tenant has vested by operation of law in the surviving joint tenant or tenants in the joint tenancy in real estate.

**(c)** Except as expressly provided herein, any joint tenancy severed pursuant to the terms of this section is and becomes a tenancy in common without rights of survivorship. Nothing contained in this section shall be construed to create the estate of tenancy by the entireties. Nothing contained in this section amends any statute relating to joint tenancy with rights of survivorship in personal property but affects only real estate. The provisions of this section must be liberally

construed to carry out the intentions of the parties. This section supersedes any conflicting provisions of Section 62-2-804.

The statute first addresses the creation of joint tenancy, specifically allowing creation "In addition to any other methods ... which may exist by law ... by use of the words 'as joint tenants with rights of survivorship, and not as tenants in common'". Importantly, in contrast to the language used in explaining the creation of joint tenancy (*i.e.* "in addition to any other methods... which may exist by law") the destruction of joint tenancy is specifically "limited to" the ways enumerated in the statute. S.C. Code 27-40(a) The death of one of the tenants terminates the joint tenancy and automatically vests the entire interest of the deceased tenant in the other. A court of competent jurisdiction may sever the tenancy in the context of a divorce or an action in partition. Finally, any of the joint tenants may freely convey his or her interest to the others.

There is absolutely no provision that would allow the unilateral action of one of the joint tenants to sever the tenancy and convey an interest to a third party. In fact, the Code is clear that property held in a joint tenancy may only be encumbered by the consent of all joint tenants. S.C. 27-7-40(a)(iii). Although an "encumbrance" is usually read to mean a mortgage, there is no doubt that an attempted sale of a portion of the property also creates an encumbrance. There are no other means for severing the joint tenancy provided for by the statute. Furthermore, if the taking out of a loan without the consent of the other joint tenant is impermissible under the law, it would seem obvious that the purported transfer of an even greater interest – of the total interest of one of the tenants – would also be impermissible. Defendant has been unable to locate any South Carolina cases dealing with the attempt by one joint tenant to convey the entirety of his interest to a third party. However, there are cases in which one joint tenant has attempted to

mortgage his share without the consent of the other tenant; such mortgages are entirely invalid, and some courts have found that the recording of such a mortgage constitutes slander of title. *See, e.g., Solley v. Navy Fed. Credit Union, Inc.*, 397 S.C. 192, 723 S.E.2d 597 (App.2012).

Finally, S.C. Code §27-7-40(c), notes that the statute should be construed liberally, as to carry out the intent of the parties. Since the property at issue was, at all relevant times prior to Ms. Perkins' death, held as survivorship property, it may be presumed that the parties to the original deed intended it to pass to the survivor of them. Defendant intended such to be the case; and Ms. Perkins, who was unquestionably suffering from severe Alzheimer's, could not have expressed any intent to the contrary.

The Code is written in simple and plain language. It provides the exclusive means by which a joint tenancy with rights of survivorship may be severed. Other than the death of one tenant, in which event the interest passes to the other as a matter of law, or the conveyance by one tenant to the other, there is no provision for severance that does not involve either the full consent of the other tenant, or an order by a court of competent jurisdiction.

It should be noted that Vanessa improperly relies on *Smith v. Cutler*, a South Carolina case that dealt with the differences between common law joint tenancies with a right of survivorship, and a court created instrument called a tenancy in common with a right of survivorship. *See*, 366 S.C. 546, 623 S.E.2d 644 (2005). The *Davis* Court was attempting to protect the rights of married women, as South Carolina did not (and still does not) recognize the common law tenancy by the entirety. Under *Davis*, the South Carolina Supreme court created an indestructible survivorship right in the tenancy in common with right of survivorship. *Id.*, at 187, 75 S.E. 2d at 48. In order to establish a tenancy in common with an indestructible right of survivorship, the parties must use specific language.

It is undisputed that Brad and Sandra did not use that language, thus creating a joint tenancy with right of survivorship, not a tenancy in common with right of survivorship. The right in the former is severable under certain circumstances; the right in the latter is not. However, Brad does not argue that it is impossible to sever a joint tenancy, merely that it is not severable in the manner in which Vanessa has attempted. Vanessa's reliance on *Davis* is misguided, because while *Davis* acknowledges that joint tenancies are sometimes severable by unilateral act, there is nothing in *Davis* that validates the unilateral severance of a joint tenancy in the favor of a third party under §27-7-40. In fact, the Court refers to the Code to illustrate the methods for severance, stating, "See S.C. Code. Ann §27-7-40(a)(v)(vii) and (viii) (depicting actions that can be taken by one joint tenant to effectively sever the joint tenancy)." *Smith*, 366 S.C. at 550-51, 623 S.E.2d at 647. Hence, Vanessa cannot rely on *Smith* to prove that a joint tenancy can be severed by a unilateral action of one tenant other than those specifically set forth in the Code, particularly the statutorily omitted conveyance to a third party.

**C. Even if a joint tenancy could be legally transferred to a third party through a unilateral *inter vivos* conveyance, Vanessa's self-serving actions, made in bad faith, are in direct contrast with her mother's intentions, and contrary to both South Carolina and Alabama law.**

**1. South Carolina law provides that in any severance of a joint tenancy, the intent of the parties remains paramount.**

South Carolina Code Section §27-7-40(c) states, "the provisions of this section must be liberally construed to carry out the intentions of the parties." In a joint tenancy, conflicts over the rights of survivorship often arise in situations where one or more of the tenants is incapacitated or has died. As in the instant case, family members may object to property passing via the right of survivorship. Unfortunately, the parties who originally created the property interest may be unavailable to reiterate their intentions as to the property. The legislature likely anticipated such

conflicts, and, in an attempt to protect the interests of a decedent or an incompetent person and a surviving joint tenant, reiterated the supremacy of the joint tenants' collective intent.

In that vein, it is clear from the record that Sandra intended for the property to pass to Brad, and only Brad, and that he would have wished the same for her, had he predeceased her. When Brad bought the property, he transferred an interest to Sandra, so that they could be equal owners and partners. They discussed their mutual intent for the property to be held with a right of survivorship. In their deed, they included language stating that the property was to be held as "joint tenants with right of survivorship, not as joint tenants." Sandra executed a valid will in 2009, in which she made no mention of disposition of her real property—a conclusive indication that she believed the property would, at her death, transfer, as stated in the deed, to Brad via a right of survivorship. She provided for her daughter via a revocable trust, and but made no mention of any real property to be distributed to Vanessa.

In addition, while the couple never married, they lived in a committed, loving relationship for almost two decades. Unlike many spouses, Brad stayed with Sandra in "sickness and in health," caring for her for years as she slipped further into the dark fog of dementia. It was not until several months before Sandra's death, by which time she had little to no clear cognitive functioning and was in frail physical condition, that Vanessa took advantage of her mother's impairment, for her own benefit, by removing her from South Carolina. Sandra could not have expressed a valid desire to move to Alabama, any more than she could have expressed a valid intention to change the nature of her property interest in her Charleston home. She was, as the Alabama-court properly found, fully mentally incapacitated, and required a conservator to look to her best interests.

**2. Both South Carolina and Alabama law stress that a conservator must act in good faith, and in the best interests of her ward, in all transactions.**

South Carolina and Alabama have a mutual emphasis on good faith and a lack of self-dealing related to the duties of a conservator. As Sandra's conservator, Vanessa had a fiduciary relationship with her mother. Hence, determination of the propriety of Vanessa's action requires an understanding of the manner in which both states define fiduciary relationships—and there are marked similarities. In both South Carolina and Alabama case law, there is a reference to the standard set by *Corpus Juris Secundum*: "A fiduciary relationship exists... where there has been a special confidence reposed in one who in equity and good conscience is bound to act in good faith and with due regard to the interests of the one reposing confidence." 25 *Corpus Juris Secundum* §9; see also, *Tolleson v. Henson*, 207 Ala. 529, 531, 93 So.2d 458, 459, (Ala.1922), *O'Shea v. Lesser*, 308 S.C. 10, 15, 416 S.E.2d 629, 631 (S.C.1992). In *Burwell v. South Carolina Nat'l Bank*, the South Carolina Supreme Court noted that the fiduciary should "act not on [her] own behalf, but in the interest of the party so reposing." 288 S.C. 34, 41, 340 S.E.2d 786, 790 (1986). The Alabama Supreme Court has expressed similar sentiments. In *Williams v. Williams*, the Court stated that fiduciaries must act with the "...utmost good faith and loyalty." 497 So.2d 481, 483 (Ala.1986). The fiduciary is also required to act "in another person's best interests." *Brushwitz v. Ezell*, 757 So.2d 423, 431 (Ala.2001).

Vanessa has provided an affidavit, from an Alabama lawyer, which purports to justify her actions as valid under the Alabama conservatorship laws through which she acted. As noted, the Alabama statute reads, "a conservator... shall observe the standards in dealing with the estate of the protected person that would be observed by a *prudent person in dealing with the property of another*." Ala. Code. Ann. §26-2A-152 (*emphasis added*). The language of the statute raises two



important points, 1) despite her lack of mental acuity, the property with which Vanessa was finagling was still Sandra's property, and 2) it would seem that the "prudent" handling of someone else's property, especially given Sandra's condition, would require following the intent she clearly portrayed when she possessed her complete faculties. At the very least, prudence requires something other than the self-dealing sale of a substantially valuable asset for the sum of ten dollars. In disposing of Sandra's property in this manner, Vanessa could not have been acting in the interest of any party but herself.

While Vanessa's expert emphasizes Vanessa's duty to act prudently to protect "the assets of her mother's estate," the expert fails to acknowledge that in "protecting" those assets, it is clear that Vanessa was acting exclusively for her own benefit, as Sandra's only heir at law. It follows that she neglected her fiduciary duty to act in the interests of her ward, Sandra, who, during the lucid periods of her life, never expressed any intent other than to transfer the property to her longtime romantic partner, companion, and best friend, Brad. Vanessa's expert discusses what may indeed be a legitimate interest, and indeed a fiduciary requirement, of many conservators (to protect assets of the ward's estate). In doing so, she ignores the facts of this particular case—all of which point strongly to a bad faith, manipulative, and self-serving breach of Vanessa's fiduciary duty to carry out her mother's wishes. All her actions, from the time she first arrived in Charleston in 2015, are indicative of her plan to circumvent Sandra's intentions for her own benefit, including her virtual kidnapping of the incapacitated Sandra, her refusal to communicate with Brad, her attempted transfer of the deed, and her instigation of the partition action.

It should be reiterated, that Sandra already provided for Vanessa, her sole heir, through a trust, leaving her considerable sum of money. Through her expert's testimony, Vanessa is

attempting to cloak her true motivation under the guise of protecting her mother's interest. Her mother's true interests clearly indicate another course of action.

**D. Under Alabama conservatorship laws, any action by Vanessa that disposed of, or "changed the character" of, her ward's real property, required a judge's prior authorization.**

Brad does not concede that Sandra moved to Alabama voluntarily, or that she intended to make her home in Alabama, such that an Alabama court had proper jurisdiction to appoint a conservator or guardian for her. The fact remains that it was done, however, and Vanessa had herself appointed to both positions. Alabama Code § 26-2A-152 discusses conservatory powers and responsibilities, including those powers a conservator may exercise with, and without, prior court authorization. The statute discusses collecting, holding, retaining, and acquiring real and personal property, as well as disposing of the same.

Vanessa's expert interprets her actions as "holding" or "retaining," her mother's assets for her estate. Conversely, one could just as easily argue that the asset she was attempting to "hold," or "retain," was not solely Sandra's to begin with—the property also belonged to Brad. Therefore, under the expert's logic, Vanessa sought to "retain" not only her mother's property, but Brad's as well. Such an action would be wholly outside of her power as Sandra's conservator. Her actions are more along the lines of "disposal" of the property, as she attempted to transfer the interest away from Sandra, to herself. It should be noted that, as Sandra was still alive at the time of the purported transfer, the transfer was not made to her estate, but to Vanessa individually. Since Vanessa was legally acting as Sandra, in the eyes of the law, it was a transfer from Sandra, of Sandra's property interest, to a separate third party—not a "holding" of the asset for Sandra, or her estate. The fact that Vanessa would be Sandra's sole heir at law does not mean that she, as an individual, *is her mother's estate*. According to Alabama law, disposal of a ward's

real property by a conservator requires a judge's prior authorization. Ala. Code. Ann. §26-2A-152(d)(3).

Even if the transfer is not deemed to be a disposal, however, it still cannot reasonably be understood as a "holding" or "retaining." If it is not a disposal, it is more in line with a "change in the character" of the real property—and action which also requires a judge's prior authorization. Ala. Code. Ann. §26-2A-152(d)(3). By attempting to sever the joint tenancy, making herself a tenant in common with Brad and extinguishing his right of survivorship, Vanessa attempted to fundamentally alter the character of the property interest. If she changes the legal title to the property, and forces a partition of the property through sale, she is altering the heart of the property's character—it will no longer be Brad's home.

In addition to the essential impropriety of her attempts to dispose of or change the character of the property, Vanessa neglected to get timely permission from the Baldwin County Probate Court to take either action. She did not obtain court approval in Alabama until approximately two months *after* her final November 2015 visit to Charleston. Hence, she acted to obtain a new deed in Charleston County with no knowledge of or approval by the Alabama Court. The statute specifically requires *prior* authorization to dispose of or change the character of a ward's real property. Ala. Code. Ann. §26-2A-152(d)(3). Vanessa's obtaining of the Court's permission in arrears, on January 15, 2016, nearly two months after her mother's death, does not satisfy the statutory requirements. By the time the Alabama court issued its order, Sandra's interest had already passed, as a matter of law, to Brad.

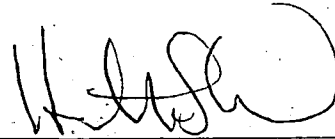
### CONCLUSION

There are no disputed facts in this case. She attempted to unilaterally sever a joint and survivorship tenancy, an act that cannot be accomplished without the order of court of competent

jurisdiction. Furthermore, her signature as Conservator of the Estate of Sandra Perkins is invalid to transfer real property, as she failed to obtain the approval of the Probate Court as required by Alabama law, ignored her mother's intent, and acted in violation of statutory guidelines defining conservator and guardianship powers. Under the relevant law of both states, she breached her fiduciary duty, as a conservator, to act in good faith and protect her mother's interests.

For all the foregoing reasons, Defendant Brad Jeffcoat is entitled summary judgment as a matter of law and would respectfully request that the Court order that a new deed be issued showing at the entirety of the real property at issue in this action is held in his name alone.

Respectfully submitted,



Heather S. Shaw  
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Shaw Law Firm, LLC  
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Phone: (843) 377-1686  
Fax: (843) 793-3143

April 17, 2018  
Charleston, SC

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Vanessa Williams, Vanessa Williams, as  
Conservator and Guardian of Sandra P.  
Perkins, and Vanessa Williams, as  
Personal Representative of the Estate of  
Sandra P. Perkins,

Plaintiffs,

vs.

Bradford Q. Jeffcoat Jr., and Blue Heron  
Builders, LLC,

Defendant.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-06379

**PLAINTIFFS' RESPONSE TO  
DEFENDANT'S MOTION FOR  
SUMMARY JUDGMENT**

FILED  
2016 APR 26 PM 2:39  
CLERK OF COURT

**COMES NOW**, the Plaintiffs, Vanessa Williams individually, as Conservator and Guardian of Sandra P. Perkins, and as Personal Representative of the Estate of Sandra P. Perkins, by and through undersigned counsel, and file this response to the Defendant's motion for summary judgment and would show unto the court as follows:

**Facts**

To the extent the facts stated in the Defendant's motion for summary judgment conflict with those stated in the Plaintiffs' motion for summary judgment, the plaintiff relies on the facts stated in the latter.

**Issues**

There is no genuine issue of material fact presented by the evidence. The issues before the Court are twofold:

1. whether a unilateral conveyance by one tenant who holds property with another tenant as joint tenants with right of survivorship to a third party effectively severs the

joint tenancy and creates a tenancy in common; and

2. whether under Alabama law, a conservator may convey real property of her ward which lies in another state pending its ultimate disposition.

### **Standard of Review**

Summary Judgment is governed by Rule 56(c), SCRCP." *Turner v. Milliman*, 392 S.C. 116, 121-22, 708 S.E.2d 766, 769 (2011). "Summary judgment is appropriate when the pleadings, depositions, affidavits, and discovery on file show there is no genuine issue of material fact such that the moving party must prevail as a matter of law." *Id.* at 122, 708 S.E.2d at 769; see also Rule 56(c), SCRCP. "To determine whether any triable issues of fact exist, the reviewing court must consider the evidence and all reasonable inferences in the light most favorable to the non-moving party." *McLaughlin v. Williams*, 379 S.C. 451, 455-56, 665 S.E.2d 667, 670 (Ct.App.2008). To withstand a motion for summary judgment in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence. *Hancock v. Mid-South Mgmt. Co., Inc.*, 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009).

The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact." *Miller v. Blumenthal Mills, Inc.*, 365 S.C. 204, 220, 616 S.E.2d 722, 730 (Ct.App.2005). "Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, ... the nonmoving party must come forward with specific facts showing there is a genuine issue for trial." *Id.*

### **Law and Analysis**

1. A Joint Tenancy with right of survivorship is severed by a Tenant's conveyance of property interest to a third party

S.C. Code Ann. § 27-7-40 (1986) provides several non-exclusive mechanisms by which a joint tenancy with right of survivorship may be created and severed in South Carolina. Section 27-7-40 in its entirety states:

(a) In addition to any other methods for the creation of a joint tenancy in real estate which may exist by law, whenever any deed of conveyance of real estate contains the names of the grantees followed by the words "as joint tenants with rights of survivorship, and not as tenants in common" the creation of a joint tenancy with rights of survivorship in the real estate is conclusively deemed to have been created. This joint tenancy includes, and is limited to, the following incidents of ownership:

(i) In the event of the death of a joint tenant, and in the event only one other joint tenant in the joint tenancy survives, the entire interest of the deceased joint tenant in the real estate vests in the surviving joint tenant, who is vested with the entire interest in the real estate owned by the joint tenants.

(ii) In the event of the death of a joint tenant survived by more than one joint tenant in the real estate, the entire interest of the deceased joint tenant vests equally in the surviving joint tenants who continue to own the entire interest owned by them as joint tenants with right of survivorship.

(iii) The fee interest in real estate held in joint tenancy may not be encumbered by a joint tenant acting alone without the joinder of the other joint tenant or tenants in the encumbrance.

(iv) If all the joint tenants who own real estate held in joint tenancy join in an encumbrance, the interest in the real estate is effectively encumbered to a third party or parties.

(v) If real estate is owned by only two joint tenants, a conveyance by one joint tenant to the other joint tenant terminates the joint tenancy and conveys the fee in the real estate to the other joint tenant.

(vi) If real estate is owned by more than two joint tenants, a conveyance by one joint tenant to all the other joint tenants therein conveys his interest therein equally to the other joint tenants who continue to own the real estate as joint tenants with right of survivorship.

(vii) Any joint tenancy in real estate held by a husband and wife with no other joint tenants is severed upon the filing of an order or decree dissolving their marriage and vests the interest in both the parties as tenants in common, unless an order or decree of a court of competent jurisdiction otherwise provides.

(viii) The interest of any joint tenant in a joint tenancy in real estate sold

or conveyed by a court of competent jurisdiction where otherwise permitted by law severs the joint tenancy, unless the order or decree of such court otherwise provides and vests title in the parties as tenants in common.

(ix) If real estate is owned by two or more joint tenants, a conveyance by all the joint tenants to themselves as tenants in common severs the joint tenancy and conveys the fee in the real estate to these individuals as tenants in common.

(b) The surviving joint tenant or tenants may, following the death of a joint tenant, file with the Register of Deeds of the county in which the real estate is located a certified copy of the certificate of death of the deceased joint tenant. The fee to be paid to the Register of Deeds for this filing is the same as the fee for the deed of conveyance. The Register of Deeds must index the certificate of death under the name of the deceased joint tenant in the grantor deed index of that office. The filing of the certificate of death is conclusive that the joint tenant is deceased and that the interest of the deceased joint tenant has vested by operation of law in the surviving joint tenant or tenants in the joint tenancy in real estate.

(c) Except as expressly provided herein, any joint tenancy severed pursuant to the terms of this section is and becomes a tenancy in common without rights of survivorship. Nothing contained in this section shall be construed to create the estate of tenancy by the entireties. Nothing contained in this section amends any statute relating to joint tenancy with rights of survivorship in personal property but affects only real estate. The provisions of this section must be liberally construed to carry out the intentions of the parties. This section supersedes any conflicting provisions of Section 62-2-804.

As argued in the Plaintiffs' motion for summary judgment, the statute acknowledges common law methods for created a joint tenancy with right of survivorship, to wit: "[i]n addition to any other methods for the creation of a joint tenancy in real estate which may exist by law". The statute plainly envisages that there are other ways to create a joint tenancy in South Carolina. Accordingly, statutory creation of a joint tenancy is not exclusive and common law rules for the creation of a joint tenancy are still recognized. The Court of Appeals affirmed this rule in *Estate of Sherman ex rel. Maddock v. Estate of Sherman ex rel. Snodgrass*, 359 S.C. 407 (Ct.App.2004), opining:

Appellant asserts that, at most, Rosemary's 1985 deed created a tenancy



in common. "The common law method of creating a joint tenancy requires a conveyance to have four unities: unity of interest, unity of title, unity of time, and unity of possession." *Smith v. Rucker*, 357 S.C. 532, 593 S.E.2d 497, 499 (Ct.App.2004) (citing *Jenkins v. Jenkins*, 8 S.C.L. (1 Mill Const.) 48, 52 (1817)).

Therefore, a joint tenancy with right of survivorship is established where the grant or devise conveys unity of title, unity of interest, and unity of possession to two or more tenants at the same time.

By implication, statutory severance is likewise not the exclusive mechanism for destroying a joint tenancy. The common law rules for severance still apply and the destruction of one of the required unities of title destroys the joint tenancy and renders property holders "tenants in common." This is the law in South Carolina as well as many other states.<sup>1</sup> In *Smith v. Cutler*, 623 S.E.2d 644 at 647 (S.C. 2005), Chief Justice Toal held that in South Carolina, "unlike a tenancy in common with a right of survivorship, a joint tenancy with a right of survivorship is capable of being defeated by the unilateral act of one joint tenant."

Contrary to this holding, the Defendant reads into the statute that destruction of the joint tenancy is "limited to" the ways enumerated in S.C. Code 27-7-40(a). The statute does state that a "joint tenancy includes and is limited to, the following incidents of ownership:" and then goes on to list eight ways in which an interest of a joint tenant

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<sup>1</sup> *Nunn v. Keith*, 289 Ala. 518 (1972); *Smith v. Kofstad*, 206 P.3d 441 (Alaska 2009); *Estate of England*, 233 Cal.App.3d 1 (1991); *Alexander v. Boyer*, 253 Md. 511 (Md. 1969); *Matter of Estate of Bates*, 492 N.W.2d 704 (Iowa App. 1992); *Harmes v. Sprague*, 105 Ill.2d 215 (Ill. 1984); *Home Trust Mercantile Bank v. Staggs*, 714 S.W.2d 792 (Mo.App. E.D. 1986); *Smith v. Tang*, 100 Ariz. 196 (1996); *Reicherter v. McCauley*, 47 Kan.App.2d 968 (Kan.App. 2012); *Estate of Knickerbocker, In re*, 912 P.2d 969 (Utah 1996); *Estate of Gullett*, 673 A.2d 1278 (D.C. 1996); *Marchel v. Estate of Marchel*, 349 Wis.2d 707 (Wis.App. 2013); *Hoover v. El Paso Nat. Bank*, 498 S.W.2d 276 (Tex.Civ.App. — El Paso 1973); *Ianotti v. Ciccio*, 219 Conn. 36 (Conn. 1991); *Edwin Smith LLC v. Synergy Operating LLC*, 2012 -NMSC- 034 (N.M. 2012); *Johnson v. Gray*, 533 N.W.2d 57 (Minn.App. 1995); *Valdez v. Occupants of 3908 SW 24<sup>th</sup> Street*, 270 P.3d 143 (Okla. 2011); *Williamson v. Williamson*, 157 A.2d 110 (R.I. 1960); *Lyon v. Lyon*, 100 Wn.2d 409 (Wash. 1983); *In re Estate of Bernecker*, 654 A.2d 246 (Pa.Cmwlt. 1995); *Foucart v. Paul*, 516 So.2d 1035 (Fla.App. 5 Dist. 1987); *Taylor v. Canterbury*, 92 P.3d 961 (Colo. 2004); *Shockly v. Halbig*, 75 A.2d 512 (Del.Ch. 1950); *Halleck v. Halleck*, 216 Or. 23 (Or. 1959);

may vest upon the death, conveyance, divorce, or judicial sale. The legislative history of this section, however, suggests that there was no intention of subsuming the common law on the issue of severance.

S.C. Code 27-7-40(a) was introduced for the first time in March of 2000. The bill underwent several revisions before its adoption. Most notably, in the original bill, Section 27-7-40(a)(iii) & (iv) read as follows:

(iii) The fee interest in real estate held in joint tenancy may not be encumbered **or conveyed** to a third party or parties by a joint tenant acting alone without the joinder of the other joint tenant or tenants in the encumbrance **or conveyance**.

(iv) If all the joint tenants who own real estate held in joint tenancy join in an encumbrance **or deed of conveyance**, the interest in the real estate shall be effectively encumbered **or conveyed** to a third party or parties.<sup>2</sup>

Subsequent revisions, however, resulted in the current language of the statute that removes the language contemplating unilateral conveyances, and those sections now read as follows (with previous language struck):

(iii) The fee interest in real estate held in joint tenancy may not be encumbered ~~[or conveyed]~~ by a joint tenant acting alone without the joinder of the other joint tenant or tenants in the encumbrance, ~~[or conveyance]~~.

(iv) If all the joint tenants who own real estate held in joint tenancy join in an encumbrance ~~[or deed of conveyance]~~, the interest in the real estate is effectively encumbered ~~[or conveyed]~~ to a third party or parties.

The implication of the legislature removing language that would undeniably prohibit the unilateral severance of a joint tenancy seems to be that it did not intend to proscribe this common law method of severing joint tenancies. The Defendant further argues that encumbrance and conveyance are synonymous for the purposes of this statute, but given the legislative history and the plain meaning of encumbrance which

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<sup>2</sup> S.C. Gen. Assemb. Act No. 398, Section 2. Reg. Sess. 1999-2000 (2000).

excludes conveyances, this is obviously not tenable. According to *Black's Law Dictionary*, encumbrance means:

encumbrance *n.* (16c) A claim or liability that is attached to property or some other right and that may lessen its value, such as a lien or mortgage; any property right that is not an ownership interest. • An encumbrance cannot defeat the transfer of possession, but it remains after the property or right is transferred. — Also spelled *incumbrance*. — **encumber, vb**

or:

Encumbrance' means a right, other than an ownership interest, in real property. The term includes mortgages and other liens on real property.<sup>3</sup>

Applying the law to the facts of the case at bar results in a tenancy in common with the Plaintiff, Vanessa Williams and the Defendant Bradford Q. Jeffcoat, Jr. each holding a one-half interest in the subject property. The subject property was conveyed from Sandra P. Perkins, who held a joint survivorship interest with Bradford Q. Jeffcoat, Jr., to Vanessa Williams on November 16, 2015. This conveyance severed the unity of time requirement with respect to the new tenancy, which in turn severed the joint tenancy with right of survivorship. The Supreme Court in *Smith v. Cutler* spells out exactly what language to include in the granting clause and habendum clause of a deed to create an indestructible tenancy in common:

"[w]e hold that the use of the phrase "for and during their joint lives and upon the death of either of them, then to the survivor of them" indicates an intention of the parties to share a tenancy in common for life, with cross remainders for life, with remainder in fee to the ultimate survivor." 366 S.C. at 551, 623 S.E.2d at 647.

Had Sandra P. Perkins and Bradford F. Jeffcoat, Jr. chosen the above language, then the conveyance by Ms. Perkins would have failed. Having opted instead for joint tenancy with right of survivorship, the parties contemplated the fact that either party may

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<sup>3</sup> *Black's Law Dictionary* (10th ed. 2014), encumbrance

sever the joint tenancy by conveyance to a third party.

2. Alabama Law permits a Conservator to Collect Hold and Retain property in another state

The Defendant argues that Alabama Law does not permit a conservator to transfer property to herself without court approval. *Code of Alabama* § 26-2A-152(d)(3) (1975) proscribes the disposal of real property for cash or credit. The Plaintiff, by contrast sought to protect a valuable asset of Ms. Perkins' estate by conveying it to herself as fiduciary. As fiduciary, Mrs. Williams owed a duty to manage the estate of her ward with the skill of a "prudent person dealing with the property of another." *Ala. Code* § 26-2A-145 (1975). Considering the wishes of her mother, the fact that her mother had paid valuable consideration for her interest in the subject property, the fact that her mother named her as power of attorney, and the fact that as a conservator, she was required to retain and protect the assets of her mother and/or mother's estate by law, Mrs. Williams consulted with legal counsel in Alabama and South Carolina in order to determine how to sever the joint tenancy. This was not an act of "bad faith" or one of "self-dealing." It was done in consultation with professionals in both states in a manner that was designed to follow the law of both states.

Without the conveyance, a valuable asset of the estate would have been lost to the survivorship clause in the July 1, 2000 deed in contradiction of Mrs. Williams duties under Alabama law. Section 26-2A-152(c)(1) provides that a conservator may act without court authorization to:

**Collect, hold, and retain assets of the estate including land in another state and stocks of private corporations, until determining that disposition of the assets should be made, and the assets may be retained even though they include an asset in which the conservator**

**is personally interested.**

Thus, it is appropriate and permissible for a conservator to hold property in her own name in order to determine the final disposition of said property. The statute manifestly provides for conservators to act in the very manner that Mrs. Williams did in this scenario, just as her ward could have done had she the mental capacity to do so. It is likewise impossible for this statute to have any meaning with respect to land if it does not allow for conveyances such as this one as it is futile to attempt a transfer of property without a deed.

Furthermore, the allegations that Mrs. Williams "kidnapped" Ms. Perkins are spurious and insensitive. Mrs. Perkins had named her daughter, Mrs. Williams as her power of attorney, and her actions at all times were disclosed and were undertaken under the supervision of the Probate Court of Baldwin County, Alabama. Despite the purported affection Mr. Jeffcoat claims toward Ms. Perkins prior to her death, the fact remains that he was not her first choice for caregiver or fiduciary, and had absolutely no rights to act on behalf of Ms. Perkins, to be informed of her status or otherwise. Mrs. Williams on the other hand, accepting her appointed role did the best she could to care for her mother and protect her assets. This required her to move her into her home, which was the reason for the move to Alabama. Any assertion to the contrary is fallacious and defamatory.

### **Conclusion**

South Carolina law, like the majority of states, recognizes the common law creation of a joint tenancy provided that the four unities of title are present. It logically must follow that such a tenancy can be destroyed by the unilateral act of one tenant by

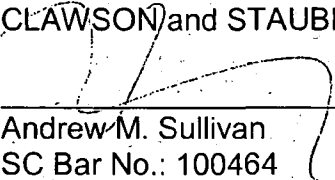
conveying its interest to a third party. The common law in South Carolina harmoniously agrees with this analysis. Consequently, Ms. Perkins' conveyance to her daughter Vanessa Williams severed the joint tenancy with right of survivorship and resulted in a tenancy in common with Mr. Jeffcoat, which is subject to partition under South Carolina statute.

Moreover, Alabama Law is clear that a conservator may hold property in her own name in order to preserve assets of the ward's estate. This is allowed even if the property in question concerns land in another state. The only way to hold property in land is through a deed of conveyance. In this case, Ms. Williams followed the statute perfectly to achieve this result.

WHEREFORE, the premises considered, the Plaintiff prays that this honorable court partition the subject Real Property between the Plaintiff Vanessa Williams and the Defendant Bradford Q. Jeffcoat, Jr. either by allotment or order sale of the Real Property and a division of the proceeds according to the rights of the parties hereto.

Respectfully submitted,

CLAWSON and STAUBES, LLC

  
\_\_\_\_\_  
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Attorneys for Plaintiff

Columbia, South Carolina  
April \_\_\_\_\_, 2018

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Vanessa Williams, Vanessa Williams, as  
Conservator and Guardian of Sandra P.  
Perkins, and Vanessa Williams, as  
Personal Representative of the Estate of  
Sandra P. Perkins,

Plaintiffs,

vs.

Bradford Q. Jeffcoat Jr., and Blue Heron  
Builders, LLC,

Defendant.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-10-06379

**PLAINTIFFS' SUPPLEMENTAL  
BRIEF IN SUPPORT OF  
MOTION FOR SUMMARY  
JUDGMENT**

FILED  
2018 MAY 25 PM 2:55  
JULIE J. ANASTASIO  
CLERK OF COURT

**COMES NOW**, the Plaintiffs, Vanessa Williams individually, as Conservator and Guardian of Sandra P. Perkins, and as Personal Representative of the Estate of Sandra P. Perkins, by and through undersigned counsel, and file this supplemental Brief in support of its motion for summary judgment and would show unto the court as follows:

**Law and Analysis**

A Joint Tenancy with right of survivorship is severed by a Tenant's conveyance of property interest to a third party

In the hearing conducted on April 30, 2018, your Honor queried our authority for the position that at common law a joint tenant could unilaterally sever a joint tenancy by conveying her interest to a third party thereby destroying the unities required for the creation of a joint tenancy at common law. It is difficult to point directly to the primary source of this rule just as it is difficult to source the direct cases from the ancient common law that established joint tenancies or tenancies in common. Numerous

cases, however in common law jurisdictions refer to the form of severance contemplated by the Plaintiff in this case.<sup>1</sup> Furthermore, other academic and secondary source publications make reference to this common law property rule. "In the ancient language of the law, joint tenants were said to hold *per my et per tout*".<sup>2</sup> The preceding phrase is defined as "[b]y the half and by the whole". It is further described as:

[T]he estate [undivided share] held by joint tenants; *by the half* for purposes of survivorship, *by the whole* for purposes of alienation.<sup>3</sup>

Accordingly, the concept of joint tenancy under the common law allows each owner to hold an undivided share which vests in the survivor upon the death of the first joint tenant, but which is also a wholly owned share which may be completely alienated during the lifetime of the tenant.<sup>4</sup>

As argued in our response to the Defendant's motion for summary judgment, the legislature, in passing S.C. Code Ann. § 27-7-40 (1986) did not intend to change the common law with respect to a joint tenant's right to alienate property. This is made clear by the earlier versions of the bill, which made references to conveyances. Most notably, in the original bill, Section 27-7-40(a)(iii) & (iv) read as follows:

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<sup>1</sup> *Nunn v. Keith*, 289 Ala. 518 (1972); *Smith v. Kofstad*, 206 P.3d 441 (Alaska 2009); *Estate of England*, 233 Cal.App.3d 1 (1991); *Alexander v. Boyer*, 253 Md. 511 (Md. 1969); *Matter of Estate of Bates*, 492 N.W.2d 704 (Iowa App. 1992); *Harmes v. Sprague*, 105 Ill.2d 215 (Ill. 1984); *Home Trust Mercantile Bank v. Staggs*, 714 S.W.2d 792 (Mo.App. E.D. 1986); *Smith v. Tang*, 100 Ariz. 196 (1996); *Reicherter v. McCauley*, 47 Kan.App.2d 968 (Kan.App. 2012); *Estate of Knickerbocker, In re*, 912 P.2d 969 (Utah 1996); *Estate of Gullede*, 673 A.2d 1278 (D.C. 1996); *Marchel v. Estate of Marchel*, 349 Wis.2d 707 (Wis.App. 2013); *Hoover v. El Paso Nat. Bank*, 498 S.W.2d 276 (Tex.Civ.App. —El Paso 1973); *Ianotti v. Ciccio*, 219 Conn. 36 (Conn. 1991); *Edwin Smith LLC v. Synergy Operating LLC*, 2012 -NMSC- 034 (N.M. 2012); *Johnson v. Gray*, 533 N.W.2d 57 (Minn.App. 1995); *Valdez v. Occupants of 3908 SW 24<sup>th</sup> Street*, 270 P.3d 143 (Okla. 2011); *Williamson v. Williamson*, 157 A.2d 110 (R.I. 1960); *Lyon v. Lyon*, 100 Wn.2d 409 (Wash. 1983); *In re Estate of Bernecker*, 654 A.2d 246 (Pa.Cmwlth. 1995); *Foucart v. Paul*, 516 So.2d 1035 (Fla.App. 5 Dist. 1987); *Taylor v. Canterbury*, 92 P.3d 961 (Colo. 2004); *Shockly v. Halbig*, 75 A.2d 512 (Del.Ch. 1950); *Halleck v. Halleck*, 216 Or. 23 (Or. 1959).

<sup>2</sup> *Wilkins v. Young* (1895) 144 Ind 1.

<sup>3</sup> *Black's Law Dictionary* (10th ed. 2014), ("per my et per tout").

<sup>4</sup> *What acts by one or more of joint tenants will sever or terminate the tenancy* 64 A.L.R. 2d 918 § 2 (Originally published in 1959); 1. C.J.S. *Estates* § 19; *Joint Tenancy* §§ 2, 4, 7-9.



(iii) The fee interest in real estate held in joint tenancy may not be encumbered **or conveyed** to a third party or parties by a joint tenant acting alone without the joinder of the other joint tenant or tenants in the encumbrance **or conveyance**.

(iv) If all the joint tenants who own real estate held in joint tenancy join in an encumbrance **or deed of conveyance**, the interest in the real estate shall be effectively encumbered **or conveyed** to a third party or parties.<sup>5</sup>

Subsequent revisions, however, resulted in the current language of the statute that removes the language contemplating unilateral conveyances, and those sections now read as follows (with previous language struck):

(iii) The fee interest in real estate held in joint tenancy may not be encumbered ~~[or conveyed]~~ by a joint tenant acting alone without the joinder of the other joint tenant or tenants in the encumbrance ~~[or conveyance]~~.

(iv) If all the joint tenants who own real estate held in joint tenancy join in an encumbrance ~~[or deed of conveyance]~~, the interest in the real estate is effectively encumbered ~~[or conveyed]~~ to a third party or parties.

Applying the law to the facts of the case at bar results in a tenancy in common with the Plaintiff, Vanessa Williams and the Defendant Bradford Q. Jeffcoat, Jr. each holding a one-half interest in the subject property. The subject property was conveyed from Sandra P. Perkins, who held both a one half interest for the purposes of alienation and a joint survivorship interest with Bradford Q. Jeffcoat, Jr. for the purposes of survivorship, to Vanessa Williams on November 16, 2015. This conveyance severed the four unities of title requirement with respect to the new tenancy, which in turn severed the joint tenancy with right of survivorship.

### **Conclusion**

South Carolina law, like the majority of states, recognizes the common law

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<sup>5</sup> S.C. Gen. Assemb. Act No. 398, Section 2. Reg. Sess. 1999-2000 (2000).

creation of a joint tenancy provided that the four unities of title are present. Based on those common law rules and the fact that a joint tenant holds a one half interest for the purposes of alienation, a joint tenancy can be destroyed by the unilateral act of alienation during the lifetime of that tenant, which destroys the four unities. The common law in South Carolina harmoniously agrees with this analysis. Consequently, Ms. Perkins' conveyance to her daughter Vanessa Williams severed the joint tenancy with right of survivorship and resulted in a tenancy in common with Mr. Jeffcoat, which is subject to partition under South Carolina statute.

WHEREFORE, the premises considered, the Plaintiff prays that this honorable court partition the subject Real Property between the Plaintiff Vanessa Williams and the Defendant Bradford Q. Jeffcoat, Jr. either by allotment or order sale of the Real Property and a division of the proceeds according to the rights of the parties hereto.

Respectfully submitted,

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Columbia, South Carolina  
May 23, 2018

87472

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

Mikell Scarborough  
Master-in-Equity

Case No. 2015-CP-10-06379

RECEIVED

AUG 03 2018

SC Court of Appeals

Vanessa Williams, Vanessa Williams, as  
Conservator and Guardian of Sandra P. Perkins,  
and Vanessa Williams, as Personal Representative  
of the Estate of Sandra P. Perkins..... Respondents,

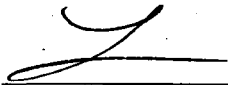
v.

Bradford Q. Jeffcoat, Jr. and  
Blue Heron Builders, Inc..... Defendants,  
*of whom*  
Bradford Q. Jeffcoat, Jr. is ..... Appellant.

NOTICE OF APPEAL

Appellant Bradford Q. Jeffcoat, Jr. appeals the order of the Honorable Mikell Scarborough dated June 28, 2018. Appellant received written notice of the entry of the order on July 5, 2018.

Dated: 08/01/2018

  
\_\_\_\_\_  
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Attorney for Respondents

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS  
COUNTY OF CHARLESTON 2015-CP-10-06379

VANESSA WILLIAMS, )  
 )  
 PLAINTIFF, ) TRANSCRIPT OF RECORD  
 )  
 VS. )  
 )  
 ) APRIL 1, 2016  
 BRADFORD Q. JEFFCOAT, ) CHARLESTON, SC  
 )  
 DEFENDANT. )

B E F O R E:

HONORABLE R. MARKLEY DENNIS, JUDGE

A P P E A R A N C E S:

NICK SANDERS, ESQUIRE  
Attorney for the Plaintiff

HEATHER SHAW, ESQUIRE  
Attorney for the Defendant

\* \* \* \* \*

Ruth C. Weese, RDR

1 (Proceedings commenced at @ 11:58 a.m.)

2 THE COURT: Williams vs. Jeffcoat. If  
3 you will identify yourselves and the party or  
4 parties you represent.

5 MS. SHAW: Your Honor, Heather Shaw for  
6 the Defendant, Bradford Jeffcoat.

7 MR. SANDERS: Good morning, Your Honor.  
8 May it please the Court, my name is Nick Sanders.  
9 I'm here on behalf of the Plaintiff, Vanessa  
10 Williams, Vanessa Williams as conservator of the  
11 estate for -- and guardian Sandra Perkins.

12 THE COURT: Okay. It's a motion to  
13 dismiss. Is it based solely on the pleadings?

14 MS. SHAW: Yes, Your Honor. The  
15 pleadings and the facts set forth in our motion.  
16 Well, the argument set forth in our motion.

17 THE COURT: Well, I understand the  
18 motion, but my question is are we relying on the  
19 four corners of the instrument and not converting  
20 the motion to dismiss to a summary judgment?

21 MS. SHAW: I think we are, Your Honor.

22 THE COURT: Or which? Did you perceive  
23 this as a motion to dismiss based solely on the  
24 pleadings?

25 MR. SANDERS: I do believe it is, Your

1 Honor.

2 THE COURT: That's fine. So that we  
3 understand, we won't go outside the pleadings. I  
4 will be happy to hear from you.

5 MS. SHAW: Thank you, Your Honor. May  
6 it please the Court, the parties and the important  
7 persons in this action begin with Sandra Perkins.  
8 She is the mother and the former ward of Plaintiff,  
9 Vanessa Williams. She passed on November 17th of  
10 2015 of Alzheimer's disease from which she suffered  
11 for many years. The Defendant, Bradford Jeffcoat,  
12 was Ms. Perkins partner for 20 years prior to her  
13 death, the last 15 of which they made a home  
14 together at 1955 Old Fort Avenue, West Ashley which  
15 they owned together as joint tenants with right of  
16 survivorship. This is the property at issue.

17 Ms. Williams' action for partition of  
18 this home is based on a deed executed and filed the  
19 day before her mother passed which purported to  
20 transfer her mother's interest in the home.

21 THE COURT: Ms. Shaw, I need to  
22 interrupt you because I'm looking at the complaint.  
23 And the complaint is basically as you stated for a  
24 partition action and for conversion.

25 MS. SHAW: Yes.

1 THE COURT: And from my reading of it  
2 it appears those are properly pled. Whether or not  
3 they can survive I don't know, but clearly you're  
4 challenging the deed. You are challenging somehow  
5 the ownership, certainly that's a legitimate  
6 challenge. But it's not to dismiss it. I mean  
7 that's what the trial is all about, to determine  
8 whether or not that person has any interest and who  
9 has interest because obviously -- is it your claim  
10 that your client is the sole owner of the property?

11 MS. SHAW: Yes, Your Honor. Since the  
12 -- since Sandra Perkins has passed. She died after  
13 the filing of the action so Ms. Williams is no  
14 longer conservator, so that claim doesn't stand.  
15 And --

16 THE COURT: Well, the partition action  
17 stands, doesn't it? Who are the beneficiaries  
18 under the will? Or did she die without a will?

19 MS. SHAW: I don't know that she had a  
20 will.

21 THE COURT: See, I don't either and the  
22 problem is --

23 MS. SHAW: The property passed on  
24 automatically it is without dispute --

25 THE COURT: We don't know how is it.



1 That's the problem. I have got to go outside the  
2 pleadings. The pleadings themselves set up an  
3 action. They frame an action. It's proper. May  
4 be a summary judgment, you may be right, but it's  
5 not based on just dismissing it on the pleadings.  
6 You may win on summary judgment. I'm not  
7 quarreling with you and your legal positions. But  
8 the problem is I can't dismiss this on the  
9 pleadings because the pleadings on its face sets  
10 out a cause of action.

11 Now, he has got to prove it and  
12 apparently there may be some issues that he can't  
13 prove, but that's not -- that's for another day.  
14 So your motion to dismiss is denied.

15 MS. SHAW: Thank you, Your Honor.

16 THE COURT: But clearly it's only on  
17 the pleadings. That's why I went through that  
18 because I'm not -- I'm not converting this to a  
19 summary judgment. You have a lot of things that  
20 may moot this whole thing. I don't know.

21 MS. SHAW: Yes, Your Honor. Thank you.

22 (These proceedings were concluded at  
23 2:02 p.m., April 1, 2016, Charleston County, South  
24 Carolina.)  
25

## CERTIFICATE OF REPORTER

I, Ruth C. Weese, Registered Diplomate Reporter, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 19th day of September, 2018 at Pearland, Texas.

*Ruth C. Weese*

---

Ruth C. Weese  
Registered Diplomate  
Reporter

1 STATE OF SOUTH CAROLINA )  
2 ) Court of Common Pleas  
COUNTY OF CHARLESTON ) Case No. 2015-CP-10-06379  
3 )  
VANESSA WILLIAMS, )  
4 )  
Plaintiff, )  
5 )  
VS. ) Transcript of Record  
6 )  
BRADFORD Q. JEFFCOAT, JR, )  
7 )  
Defendant. ) DATE: March 29, 2017  
8 )  
9 )

10 B E F O R E:

11 The Honorable Thomas Hughston  
12

13 A P P E A R A N C E:

14 BARRETT RAY BREWER  
Attorney for the Plaintiff  
15

HEATHER S. SHAW  
16 Attorney for the Defendant  
17

18 Karen V. Andersen, RMR, CRR  
19 Circuit Court Reporter  
20  
21  
22  
23  
24  
25

1           MR. BREWER: May it please the Court. Basically, what  
2 we have here -- the facts of the case are detailed in the memos  
3 that have been provided, but I will give you a brief  
4 background. Essentially, this is a property that was owned by  
5 Mr. Jeffcoat. And then he subsequently mortgaged half interest  
6 to the decedent. And that's Ms. Williams's mother and that is  
7 Mrs. Perkins in this case.

8           And they became, through that new deed and the  
9 mortgage, they became joint tenants with a right of  
10 survivorship, Your Honor. And what happened was, as  
11 Mrs. Perkins, unfortunately, declined in health, Ms. Williams,  
12 her only daughter, came to South Carolina to take care of her,  
13 essentially. And she thought it would be best to bring Ms.  
14 Perkins back to Alabama where she was living to take care of  
15 her.

16           And, subsequently, her health, Mrs. Perkins's health,  
17 declined further. And Mrs. Williams was appointed as her  
18 conservator through the Alabama courts. And then as a result  
19 of her being appointed as a conservator, she subsequently, to  
20 protect the assets of Mrs. Perkins as she declined in health,  
21 conveyed this half interest in the Jeffcoat property that was  
22 bought by Mrs. Perkins to herself. As a conservator, she  
23 conveyed it to herself as the only daughter.

24           And what our argument is, Your Honor, is that that  
25 conveyance severed the joint tenancy with the right of

1 survivorship and turned it into a tenancy in common. And,  
2 therefore, it should be partitioned through our courts.

3 And today what we wanted to argue is the law. They  
4 are going to talk about a lot of the facts here and say that  
5 there's facts that are in contention. And that's --

6 THE COURT: So let me make sure. So your client  
7 claims she owns the whole thing now; is that correct?

8 MR. BREWER: No, Your Honor. Ms. Williams is saying  
9 that she is the owner of the half interest, as opposed to  
10 Mr. Jeffcoat. When Ms. Perkins passed away, he's claiming that  
11 the joint tenancy with right of survivorship did not get  
12 severed by the conveyance that occurred by Ms. Williams. So  
13 Ms. Williams, as the conservator of Mr. Perkins, conveyed the  
14 property to herself, a third-party. And we are arguing that  
15 according to our law, a joint tenancy with right of  
16 survivorship is severed by a conveyance to a third-party.

17 And regardless of what position Ms. Williams is in,  
18 when you talk about there's two parties and the joint tenancy,  
19 she's the third-party.

20 THE COURT: So who is Jeffcoat? I may have  
21 misunderstood. Who else is involved with the property?

22 MR. BREWER: Mr. Jeffcoat is the original owner of the  
23 property. He mortgaged and then subsequently deeded half  
24 interest to Mrs. Perkins. They lived together on the  
25 property.

1 THE COURT: I see.

2 MR. BREWER: And then she was declining in health.  
3 Ms. Williams came, as her only daughter, to take care of her,  
4 became appointed as conservator, and transferred that one half  
5 interest to herself to protect the interest in the property,  
6 Your Honor. And what we are saying is that that transference  
7 severed the joint tenancy and created a tenant in common which  
8 is subject to partition.

9 So what I was saying earlier is, they are going to  
10 talk about a lot of the facts. And what we want to talk about  
11 is the law of the case. And Ms. Williams has not disputed that  
12 Ms. Williams was legally appointed by the court of Alabama to  
13 be the conservator of Ms. Perkins. And as the conservator, she  
14 has a fiduciary duty and obligation to protect Ms. Perkins's  
15 assets when she was not able to. And that transfer -- they are  
16 going to argue that the transfer was a breach of her fiduciary  
17 duty to Ms. Perkins.

18 THE COURT: Doesn't sound too good to start with.

19 MR. BREWER: Well, Your Honor, I'm just telling you  
20 the facts of the case.

21 THE COURT: Go ahead. I'm just telling you my first  
22 impression.

23 MR. BREWER: I understand, Your Honor. We do have an  
24 order from the Alabama court. The conveyance that occurred was  
25 approved by the court, the probate court. And what we are

1 saying here is that approval by the Alabama court makes that  
2 the law of the case. That is an order from the Alabama court  
3 that says she had a proper conveyance to herself as the  
4 conservator to a third-party. It was proper. It was approved  
5 by the Alabama court. And, therefore, according to the Full  
6 Faith and Credit Clause, we have to use that order from the  
7 Alabama court as the law in this case. And that conveyance,  
8 which is legal in the state of Alabama, effectively severs the  
9 joint tenancy with the right of survivorship.

10 And we have case law, Your Honor, if you will allow  
11 me, *Smith v. Cutler*, that shows that in this state, it still  
12 has common law -- to form a joint tenancy, the common law still  
13 applies.

14 Now, they are going to argue that the only way you can  
15 form a joint tenancy these days is through Section 27-740 of  
16 South Carolina Code. And there's also 62-2-804 of the South  
17 Carolina Code, are the only ways you can form or sever a joint  
18 tenancy in South Carolina. And we are arguing that the common  
19 law still applies here.

20 And *Smith v. Cutler* is a supreme court case, South  
21 Carolina 2005, that displays the court stating that a joint  
22 tenancy with a right of survivorship is actionable by an action  
23 of one of the parties. If it was a joint -- or if it was a  
24 tenancy in common with the right of survivorship, it would be  
25 indestructible. But here, the court states, unlike a tenancy

1 in common with a right of survivorship, is capable of being  
2 defeated by the unilateral act of one joint tenant. And they  
3 cite South Carolina Code 27-740. May I pass that up to you,  
4 Your Honor?

5 THE COURT: Sure.

6 MR. BREWER: So our argument, essentially, is that  
7 according to the law of this case that was established by the  
8 daughter being appointed as a conservator and then her  
9 conveyance to herself that was approved by the Alabama court,  
10 effectively severs the joint tenancy here. And, basically,  
11 what it says, our case law states, a joint tenancy is created  
12 by four unities: Unity in time; unity in possession; and unity  
13 in interest; and one other one.

14 And we are stating that the unity of time and the  
15 unity of interest was severed by the conveyance. And,  
16 therefore, it's now a tenancy in common between Ms. Vanessa  
17 Williams and Mr. Jeffcoat. And it should be subject to  
18 partition, Your Honor.

19 THE COURT: Okay. All right.

20 Now, you are Ms. Shaw, right?

21 MS. SHAW: Yes, Your Honor.

22 THE COURT: What would you like to say in response to  
23 that?

24 MS. SHAW: Well, I would like to start by saying I  
25 think the facts are very bad, as Your Honor may have --



1 THE COURT: Doesn't sound good, to me anyway.

2 MS. SHAW: And I think if we were to recite the facts,  
3 it would probably sound even worse. But, really, our arguments  
4 are not on the facts, because there are no set of facts under  
5 which Mrs. Williams could have done what she did. The parties  
6 to the original purchase of the house, Mr. Jeffcoat and Sandra  
7 Perkins, were life partners of 20 years. For reasons that are  
8 not uncommon or unusual in older relationships, they chose not  
9 to marry. But they set up house as a married couple and stayed  
10 that way for 20 years.

11 The last several years, Mrs. Perkins was suffering  
12 from Alzheimer's. And several months before her death,  
13 Mr. Bradford Jeffcoat asked her daughter to come and help him  
14 by taking her to some doctors appointments and that sort of  
15 thing while he was at work. And she did. She came, but she  
16 didn't take her to the doctor's appointment, she took her back  
17 to Alabama, and then refused any contact thereafter.

18 And before she left for Alabama, she had her mother  
19 add her to her bank account. She started spending large  
20 amounts of money for her daughter's college tuition, her own  
21 downpayment on a home, groceries, that sort of thing. But,  
22 nevertheless, when she gets back to Alabama with her mother,  
23 her mother was in the very end stages of Alzheimer's and died  
24 just a couple of months later on Sandra's ... I'm sorry,  
25 Vanessa's couch.

1           The problem here is that Mrs. Williams, once she was  
2 appointed conservator, transferred or tried to transfer her  
3 mother's interest in the home to herself. And it was held as  
4 joint tenants with right of survivorship. And joint tenants  
5 with right of survivorship is governed by statute. And it's  
6 South Carolina Code 27-740.

7           And I really wish I had printed that because I could  
8 read right from it. But that statute, the plaintiff's point  
9 out that the beginning of the statute starts with acknowledging  
10 that there are other ways to create a joint tenancy with right  
11 of survivorship. But then it goes on to say that once having  
12 been created, the last sentence of that paragraph says: This  
13 joint tenancy includes and is limited to the following  
14 incidents of ownership.

15           So we would argue, Your Honor, that once the joint  
16 tenancy with right of survivorship is created, you cannot  
17 destroy it in any way other than what's enumerated in the  
18 statute. It's a general principle of law that inclusion of  
19 enumerated things in a statute means the exclusion of all  
20 things unenumerated. And the statute itself clarifies that the  
21 joint tenancy is limited to the following incidents of  
22 ownership. And what is listed there are the ways that a joint  
23 tenancy, right of survivorship, could be destroyed. And it's  
24 by court order, by partition, by agreement of the parties.

25           You can't even encumber -- it details that you can't

1 even encumber your own interest by a mortgage. You can't even  
2 give your interest to other joint tenants unless it's given  
3 equally. So it's very limited what you can do, because of that  
4 survivorship interest.

5 And the plaintiffs cite this case *Smith v. Cutler*,  
6 evidence that somehow there are other means outside of the  
7 statute, which is what they need to show in order to even begin  
8 to make their client's actions acceptable. But the quote that  
9 they cite is only part of the important part of that paragraph.  
10 So they say that a joint tenancy with right of survivorship is  
11 capable of being defeated by the unilateral act of one joint  
12 tenant. But it goes on to cite the code sections and ways in  
13 which it can happen. And it doesn't say there are any ways  
14 outside of the code. And it couldn't, because the code is what  
15 governs. And that's the way you do it, is by the code.

16 They weren't able to do it by the code. And in their  
17 brief, acknowledged they intended to do it by partition,  
18 because that is the proper way to do it, but then they couldn't  
19 because the ward passed.

20 Also note that she initially went and applied to the  
21 Alabama court for approval of what she had done. I mean, she  
22 knew that what she had done wasn't allowable under Alabama code  
23 governing conservators. So she went to the court and asked for  
24 permission. Well, she was granted permission retroactively,  
25 but it was after the fact. It was after Ms. Perkins had passed

1 and the conservatorship had ended. So you really can't  
2 retroactively allow a conservator to do something after a  
3 conservatorship has already ended.

4 And the fact that if you overcome the law that says  
5 you can't unilateral dispose of joint tenancy and create a  
6 tenancy in common, if you overcome that threshold, then they  
7 have to prove that somehow, as conservator, it was okay for her  
8 to give herself her ward's property for \$10. And, certainly,  
9 they can't do that. And they rely upon an affidavit from an  
10 Alabama attorney who relies on Ms. Williams's assertion that  
11 this was her mother's wishes. And that's just contrary to any  
12 of the facts.

13 Her mother had never left Mr. Jeffcoat in 20 years  
14 together, had never done anything to evidence that she wanted  
15 to change the deed. The deposition testimony was clear that  
16 there had been no conversation where her mother said to her  
17 anything of the sort in the past several years. And so, I  
18 mean, really, they can't overcome the law, number one.

19 But even if it were possible for that type of change  
20 in title to occur, under these facts, it certainly wasn't  
21 appropriate or fair.

22 THE COURT: All right. What do you want to say  
23 briefly in response?

24 MR. BREWER: In response, Your Honor, I think we agree  
25 that they were not married. It was not illegal for Ms.

1 Williams to take her mother and protect her assets as  
2 conservator.

3 The first sentence that she was referring to, Section  
4 27-740 is, in addition to any on the methods for the creation  
5 of a joint tenancy in real estate which may exist, by law,  
6 these are the ways you can do it. It doesn't subscribe to  
7 having other ways to do it. Says, these are the ways we  
8 listed, but that's not in addition to the other ways.

9 And we would argue, according to *Smith v. Cutler*, and  
10 also *Sherman Ex Rel Maddock v. Estate of Ex Rel. Sherman ex rel*  
11 *Snodgrass*, both of those cases are 2004 and 2005, show that the  
12 common law still applies to joint tenancy and those interest  
13 unity, title unity and title unity of possession rules.

14 So those we would argue still apply. And the  
15 conveyance severs those. We would also argue that she's saying  
16 she knew it wasn't allowable by the court. The case here is we  
17 have the law of the case. And the law of the case is that she  
18 was appointed conservator and the court said this conveyance is  
19 proper. So if they want to go to Alabama court and say this  
20 conveyance is not proper and she's violating her duty, that's  
21 outside of this argument. This argument is arguing the law of  
22 the case.

23 And it also says in Alabama code that the conservator  
24 is welcome to -- or has the duty to collect, hold and retain  
25 assets of the estate, including land in other states, et

1 cetera.. So it's her duty to collect and hold all of the  
2 valuable assets of her mother as her ward. And since the ward  
3 couldn't do it, she conveyed it to herself because there was no  
4 one else to convey it to to protect the asset before she passed  
5 away, which would have triggered the right of survivorship.

6 THE COURT: All right. I appreciate that. I will  
7 take the matter under advisement then and we will be in touch.

8 (Whereupon, a recess transpired.)  
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1 (Whereupon, proceedings are adjourned.)  
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CERTIFICATE OF REPORTER

I, Karen V. Andersen, Registered Merit Reporter,  
Certified Realtime Reporter for the State of South Carolina at  
Large, do hereby certify that the foregoing transcript is a  
true, accurate and complete Transcript of Record of the  
proceedings.

I further certify that I am neither related to nor  
counsel for any party to the cause pending or interested in the  
events thereof.

  
Karen V. Andersen  
Registered Merit Reporter  
Certified Realtime Reporter



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STATE OF SOUTH CAROLINA  
COURT OF COMMON PLEAS  
COUNTY OF CHARLESTON

Vanessa Williams, Vanessa Williams,  
as Conservator and Guardian of  
Sandra P. Perkins, and Vanessa  
Williams, as Personal Representative  
of the Estate of Sandra P. Perkins,

Plaintiff,

vs. CASE NO. 2015-CP-10-6379

Bradford Q. Jeffcoat, Jr., and  
Blue Heron Builders, LLC,

Defendants.

---

Hearing before the Honorable Mikell R.  
Scarborough, reported by Christine A. Smith, Court  
Reporter and Notary Public, at 10:22 a.m. on  
April 30, 2018 at 100 Broad Street, Courtroom 2A,  
Charleston, South Carolina.

Christine A. Smith, Court Reporter  
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P R O C E E D I N G S

1  
2  
3 THE COURT: We have Williams versus Jeffcoat.  
4 We have cross Motions for Summary Judgment. It's  
5 going to be determined on whether or not it appears  
6 to the Court if one, is this a joint tenancy with a  
7 right of survivorship; two, can that joint tenancy  
8 with right of survivorship be severed unilaterally?  
9 And then what's the answer to that? When was it done  
10 in the proper fashion is what it looks like to me.  
11 Okay?

12 I'm trying to figure out who filed the first  
13 motion, who got the motion filed first?

14 MR. WENZEL: Your Honor, we -- the Plaintiffs  
15 filed the first motion.

16 THE COURT: Very good.

17 MR. WENZEL: I'm Drew Wenzel. I'm a lawyer  
18 from Alabama. I would like to thank the Court for  
19 allowing us to practice pro hac vice here today.

20 THE COURT: Very good. You're with  
21 Mr. Sullivan and --

22 MS. ASTHANA: I'm Deepti Asthana.

23 MR. WENZEL: This is my partner, Deepti  
24 Asthana, who is also here pro hac vice.

25 THE COURT: Where in Alabama are you-all?

1 MR. WENZEL: Foley, Alabama is where our  
2 office is.

3 THE COURT: I don't know where --

4 MR. WENZEL: Lower Alabama.

5 THE COURT: LA, lower Alabama.

6 MR. WENZEL: Very close to Gulf Shores.

7 THE COURT: I've got it. Gulf Shores, okay.  
8 Very good. The first time I heard of LA I said that  
9 doesn't sound like the town I've been to. It was  
10 lower Alabama. All right. Thank you. Mr. Wenzel,  
11 go ahead.

12 MR. WENZEL: Yes, Your Honor. Do you need us  
13 to summarize the facts of the case?

14 THE COURT: Go ahead and make your record.

15 MR. WENZEL: So in this matter -- we'll start  
16 back in 2000 when the Defendant, Mr. Jeffcoat, he  
17 held a piece of property here in Charleston County in  
18 fee simple. He was in a relationship with  
19 Ms. Saundra Perkins, who is now deceased. We  
20 represent her daughter, Ms. Vanessa Williams.

21 He conveyed an undivided half interest to her  
22 as a joint tenant with right of survivorship. We're  
23 not disputing at all that that deed was a  
24 survivorship deed. We accept that. When he did that  
25 he took back the mortgage. I believe it was a little

1 over \$40,000 which she paid off over the course of 15  
2 years. It's now been released.

3 Well, in 2015, I believe the late spring or it  
4 may have been the summer of 2015, Ms. Perkins was  
5 suffering from advanced dementia and her condition  
6 was worsening. Her daughter, Ms. Williams, who lived  
7 at the time in Mississippi was in the process of  
8 moving to Alabama. I believe her husband works for  
9 the military and he was being moved to Pensacola. A  
10 lot of folks live in our area because we're close to  
11 the Panhandle of Florida.

12 THE COURT: You-all have a name for that, too,  
13 don't you? What's that?

14 MR. WENZEL: The Redneck Riviera? Is that the  
15 one you've heard?

16 THE COURT: Well, no. That's where I live  
17 right now. No, something of Florida.

18 MR. WENZEL: Panhandle of Florida.

19 THE COURT: Yes. Isn't that where they throw  
20 the fish across the state line?

21 MR. WENZEL: Yes, Your Honor. That's close to  
22 us as well.

23 THE COURT: I know more about it -- I've never  
24 been, but I know more about it than I care to.

25 MR. WENZEL: I've never been either. At any

1 rate, Ms. Williams was her mother's power of attorney  
2 in both her healthcare and financial power of  
3 attorney. When she found out about her mother's  
4 condition she came to Charleston and decided that it  
5 was in her best interest to move her to live with her  
6 in Alabama so she could take care of her. That's  
7 when she consulted with us about the best way to  
8 handle that with respect to Alabama law, and we  
9 recommended that she file for conservatorship and  
10 guardianship there in Baldwin County, which she did.

11 In the course of doing so, when she was  
12 appointed as Guardian -- by the way, Ms. Perkins was  
13 appointed Guardian ad Litem. We had a hearing in the  
14 Probate Court to determine her incapacity. She was  
15 found to be incapacitated. At that point,  
16 Ms. Williams was appointed as Guardian and  
17 Conservator and we went about trying to protect her  
18 property as best we could.

19 So in consultation with South Carolina counsel  
20 with Clawson and Staubes, we thought we could convey  
21 her half interest to Vanessa and could sever that  
22 tenancy or sever the joint tenancy and tenants in  
23 common. So that was done shortly before Ms. Perkins  
24 died. She died in late November. We actually also  
25 filed a partition action prior to her death, just a

1     few days prior to her death. So that's essentially  
2     the undisputed material facts, I think, in this case.

3             THE COURT: Alabama adopted the Uniform  
4     Probate Codes. Is our code similar?

5             MR. WENZEL: Your Honor, I think it is  
6     different. We do not have -- I do not think we  
7     actually have the Uniform Probate Code. I think  
8     maybe it is -- I may be mistaken. If it is I know  
9     there are some modifications. Comparing the relevant  
10    sections, I think there are some differences.

11            However, the first issue and we believe the  
12    issue that is dispositive of this case is whether a  
13    joint tenant can still convey unilaterally their  
14    interest in a property, and when I say convey I mean  
15    their ownership interest and effectively sever the  
16    joint tenancy. So in common law you had to have the  
17    four unities of title to create this joint tenancy  
18    with right of survivorship.

19            So the common law way that it was done in 2000  
20    would not have worked because Mr. Jeffcoat had  
21    actually -- he couldn't convey everything at the same  
22    time. He already held the interest and so he  
23    wasn't -- they weren't getting it all at the same  
24    time. However, South Carolina, like many other  
25    states, has adopted statutes reflecting intent of the

1 grantors and if you -- in both Section 62-2-804 as  
2 well as Section 27-7-40 provide that using the  
3 language as joint tenants with right of survivorship  
4 and not as tenants in common as they did in this case  
5 creates a joint survivorship issue or joint  
6 survivorship interest.

7 So our central argument is that was the  
8 purpose of 27-7-40, but it also says in addition to  
9 any other methods, so it didn't destroy the common  
10 law method of creating a joint tenancy, and our best  
11 reading is it also did not destroy the common law  
12 method of severing the joint tenancy.

13 The Defendant has argued that under  
14 27-7-40(a)(2) -- I'm sorry (3) and (4) -- which deals  
15 with incidents of ownership between the joint tenants  
16 that the statute has addressed this. It says that in  
17 the event of the death of a joint tenant survived by  
18 more -- let me restart everything.

19 It says, the Fee interest in real estate held  
20 in joint tenancy may not be encumbered by a joint  
21 tenant acting alone without the joinder of the other  
22 joint tenant or tenants in the encumbrance.

23 Section (4) says that if all joint tenants who  
24 own real estate held in joint tenancy join in an  
25 encumbrance the interest in real estate is



1 effectively encumbered to a third party or parties.  
2 The Defendant essentially argues that this is  
3 analogous or this is the same as an encumbrance. We  
4 believe that it's not. We can't find any case in the  
5 State of South Carolina that treats an encumbrance or  
6 a deed of conveyance where we're talking about  
7 ownership interest as an encumbrance, and we've also  
8 looked for definitions of encumbrance. For what it's  
9 worth, Black's Law Dictionary provides that an  
10 encumbrance is a claim or liability that is attached  
11 to property or some other right that may lessen its  
12 values, such as a lien or mortgage, any property right  
13 that is not an ownership interest, or encumbrance  
14 means a right other than an ownership interest in  
15 real property.

16 So we believe that the terms are somewhat  
17 mutually exclusive, that it can't be an ownership  
18 interest, an encumbrance can't be. At the very least  
19 that creates an ambiguity in the statute, so if  
20 there's an ambiguity then it's proper to look to the  
21 legislative history, which we've done in this case,  
22 and in the first revision of this, which was passed  
23 in the late spring of the year 2000, Section (3)  
24 actually read differently -- (3) and (4) both read  
25 differently. Section (3) read, The fee interest in

1 real estate held in joint tenancy may not be  
2 encumbered or conveyed to a third party or parties by  
3 joint tenant acting alone without the joinder of the  
4 other joint tenant or tenants in the encumbrance or  
5 conveyance.

6 Section (4) read that all the joint tenants  
7 who owned real estate held in joint tenancy joined in  
8 an encumbrance or deed of conveyance, the interest in  
9 real estate shall be effectively encumbered or  
10 conveyed to a third party or parties.

11 So the legislature clearly contemplated that  
12 there could be encumbrances or conveyances and in the  
13 final version of the bill they left out the part  
14 about the conveyance to a third party, which we  
15 interpreted to mean that they intended it only to  
16 apply to encumbrances and not to conveyance of  
17 ownership interest. We think that is -- so therefore  
18 we think that the common law method of severance is  
19 still possible between joint tenants with right of  
20 survivorship.

21 The second issue I believe that was raised in  
22 this case was whether --

23 THE COURT: Before you go there --

24 MR. WENZEL: Yes, Your Honor?

25 THE COURT: In your memoranda you talked in

1 terms of creation of the joint tenancy through the  
2 four unities of title. What authority do you have  
3 for the unwinding of the joint tenancy under common  
4 law?

5 MR. WENZEL: Your Honor, I could not find a  
6 case directly on point in this state, however,  
7 I've -- in other states I've found case law and I've  
8 listed a bunch of them there that talk about the  
9 ancient common law. This was the way that you could  
10 sever it by a conveyance of one joint tenant  
11 conveying their interest to another party, but in  
12 full disclosure, Your Honor, I can't find a case  
13 directly on point now.

14 In the case of -- I do cite to a case -- I  
15 believe it was Smith and Cutler where Justice Toal --  
16 he said that --

17 THE COURT: That was a she.

18 MR. WENZEL: I'm sorry --

19 THE COURT: Jean, J-e-a-n, Jean Toal.

20 MR. WENZEL: -- I made that mistake.

21 THE COURT: That's all right. If you would  
22 have known her you would have known.

23 MR. WENZEL: Her Honor ruled that unlike a  
24 tenancy in common with right of survivorship, a joint  
25 tenancy with right of survivorship is capable of

1 being defeated by the unilateral tenant. However, I  
2 will in full disclosure point out that she does  
3 follow that by pointing to Sections (3) and (4) of  
4 the statute. I can't -- I believe by implication the  
5 common law method of destroying the joint tenancy is  
6 still valid.

7 THE COURT: All right. Very good. You can  
8 move forward then.

9 MR. WENZEL: Okay. Your Honor, on the next  
10 issue, the Defendant has argued that we essentially  
11 acted improperly in the way that we severed the -- or  
12 in the way that we dealt with the property in another  
13 state under the Alabama probate code. Our position  
14 is that Alabama law permits a conservator to collect,  
15 hold, and entertain property in another state until  
16 its ultimate disposition. They rely on a section of  
17 the code that prescribes the disposal of real  
18 property for cash or credit without approval of the  
19 Court.

20 Although we believe everything was done in the  
21 light of day, we did not seek court approval when we  
22 first executed the deed of conveyance. We sought  
23 counsel here in South Carolina, and we sought counsel  
24 from some other Alabama lawyers, but we thought that  
25 we were acting within the scope of 26-2(a)152(c) that

1 provides that a conservator may act with Court  
2 authorization to collect, hold, retain assets of the  
3 estate including land in another state in stocks by  
4 private corporation until determining that the  
5 disposition of the assets should be made and that the  
6 assets may be retained even though they include an  
7 asset in which the conservator is personally  
8 interested.

9 Our logic in conveying it to Vanessa was we  
10 can't hold this property by implication. There has  
11 to be a deed in the name of another party or it won't  
12 survive to the benefit of her estate, and that was  
13 essentially our argument.

14 THE COURT: The survivorship aspect of the  
15 deed would take over, right?

16 MR. WENZEL: That's right, Your Honor. Now,  
17 the Defendant has -- in their allegations they  
18 basically assert that we've acted in bad faith in  
19 doing that. They've asserted that we kidnapped  
20 Ms. Perkins and brought her to the state. We would  
21 simply say that those are spurious and insensitive  
22 arguments. We even -- after the fact when there  
23 became a question, when Ms. Shaw raised the question  
24 about whether it was appropriate under Alabama law,  
25 we petitioned the Probate Court to approve it, and we

1 made full disclosure.

2 I have that motion, Your Honor, if you would  
3 like to see it, that it was a joint tenancy with  
4 right of survivorship. Again, Ms. Perkins was  
5 represented by a Guardian ad Litem. We made full  
6 disclosure. Granted, Mr. Jeffcoat was not present.  
7 Under our statute he wouldn't have really had any  
8 right to be given notice of that hearing because he  
9 was not a relative or an appointed POA.

10 We would simply say that we did everything in  
11 the light of day. There is absolutely no attempt to  
12 act in bad faith, and if we're wrong on the  
13 severance, Your Honor, then he has not attempted to  
14 sell the property. He's not damaged by the deed that  
15 is currently in place.

16 THE COURT: Okay. Are you relying on the  
17 language of "may" in that statute? Is that what  
18 you're relying on?

19 MR. WENZEL: Yes, Your Honor.

20 THE COURT: They're not required to get Court  
21 authority but they may?

22 MR. WENZEL: Yes, Your Honor.

23 THE COURT: Okay.

24 MR. WENZEL: And Your Honor, the Court  
25 approved it under the statute that we discussed, the

1 one that states that they may act without Court  
2 approval.

3 THE COURT: Probate Court?

4 MR. WENZEL: Probate Court after --

5 THE COURT: Probate Court approval.

6 MR. WENZEL: After the fact, Your Honor.

7 THE COURT: All right. So what's the status  
8 of her estate today? Is that still ongoing? Is this  
9 part of what needs to be done with that?

10 MS. ASTHANA: The estate is open as we speak  
11 in Probate Court until the resolution of this case.

12 THE COURT: Thank you. Okay.

13 MR. WENZEL: I believe that's our submissions,  
14 Your Honor.

15 THE COURT: Very good. Thank you. Ms. Shaw?

16 MS. SHAW: Thank you, Your Honor. Heather  
17 Shaw for Defendant Bradford Jeffcoat. I guess I'll  
18 start with the question of the deed. The facts are  
19 really undisputed. My client and his long-time  
20 partner, Sandra, he purchased this home just months  
21 before conveying a half interest to her. They really  
22 did this home together. In fact, I think they built  
23 the home together and lived in it exclusively  
24 together until she was taken by her daughter out of  
25 state.

1           His partner Sandra, had Alzheimer's for many  
2 years before her daughter came. That's her only  
3 daughter, and she's lived out of state for a decade  
4 at least, I think. They saw each other once or twice  
5 a year. Mr. Jeffcoat was still working and trying to  
6 care for Sandra, and it became very difficult. He  
7 called her daughter and asked if she would come and  
8 help.

9           In particular, she had a doctor's appointment  
10 coming up. I think it was just a few days out and he  
11 called and said, Could you come help and take her to  
12 the doctor? I'm working. I really could use some  
13 help. She came and she stayed for a couple of days.  
14 The day of the doctor's appointment, instead of  
15 taking her mother to the doctor she took her out of  
16 state and never again returned a phone call from  
17 Mr. Jeffcoat. She never notified him of her mother's  
18 death. He learned weeks later. She just cut off all  
19 contact.

20           THE COURT: What was the time period from the  
21 time she came -- what was that doctor's appointment  
22 date until the time that she died? How much time are  
23 we talking about?

24           MS. SHAW: That was April of 2015. She died  
25 in November of 2015. From the time she took her



1 mother to Alabama, three months elapsed exactly, the  
2 residency requirement, and she gained  
3 conservatorship. Then I think less than 60 days  
4 after that she transferred her mother's portion of  
5 the house to herself.

6 We think two things: One, it wasn't properly  
7 conveyed by the statute. We acknowledge that common  
8 law -- this wouldn't have been a proper way to handle  
9 it, but the statute was enacted. It's very clear on  
10 its face. It said that in addition to other methods  
11 for creation of a joint tenancy, and then it lists  
12 the ways it can be created now.

13 In terms of everything that follows after the  
14 creation it says specifically, Joint tenancy includes  
15 and is limited to the following incidents of  
16 ownership. So it very clearly limits what you can do  
17 once it's created. That's the problem. They're  
18 relying on Smith v. Cutler for the proposition that  
19 you can unilaterally sever the survivorship. Smith  
20 v. Cutler really stands for the exact opposite  
21 proposition. It was a married couple that were  
22 trying to create a survivorship, and the Court in  
23 Smith v. Cutler overturned the lower court and said,  
24 We need to focus on the intent of the parties. The  
25 intent was that the survivorship remain intact for

1 the benefit of the surviving owner.

2 Specifically, the section they're pointing to,  
3 it does acknowledge that the unilateral act of one  
4 joint tenant can sever their survivorship, but it  
5 points you back to the statute. These are the ways.  
6 It doesn't indicate any other methods. I think it's  
7 plain.

8 So the legislative intent that they're trying  
9 to discern from the creation -- I think it doesn't  
10 come into play when you look at the plain language.  
11 But if you want to discern the intent of the statute,  
12 it's in the statute. Right in Paragraph C, it says,  
13 The provisions of this section must be literally  
14 construed to carry out the intention of the parties.  
15 It's clearly the intention of the parties to have a  
16 survivorship interest.

17 THE COURT: That was one of my factual  
18 questions.. Apparently Mr. Jeffcoat was the original  
19 owner? The title came in his name?

20 MS.. SHAW: Well, yes. They built the house  
21 together, but it was in his name. He obtained a  
22 mortgage. I'm sorry. He didn't. I think he paid  
23 cash, and then he mortgaged a half interest to her  
24 just a couple of months later. He never lived in the  
25 house without her. It was all intended to be

1 together.

2 THE COURT: But by virtue of that mortgage was  
3 when the deed of conveyance was created to create the  
4 joint tenancy; is that right?

5 MS. SHAW: That's correct. That's correct,  
6 Your Honor.

7 THE COURT: And the timing on that was when?

8 MS. SHAW: It was just three months after the  
9 home was originally purchased.

10 THE COURT: The 2000 timeframe?

11 MS. SHAW: That's right.

12 THE COURT: All right. And your argument  
13 would be that you have to look at the intent of the  
14 time of the creation of the document, correct?

15 MS. SHAW: Exactly. And going forward until  
16 her death, she clearly never had a change of intent  
17 because she never filed an action for partition. She  
18 never executed a deed on her own if she thought she  
19 could have done it that way.

20 It wasn't until her daughter obtained  
21 conservatorship based on her incapacity. She had no  
22 capacity to change her intent at that point. So  
23 clearly her intent all along -- she made provisions  
24 for her daughter in other ways. She had a will. She  
25 had substantial accounts with cash monies and her

1 daughter was a joint holder on some of those  
2 accounts.

3 Everything passed to her daughter but the  
4 house. The house was omitted from the will,  
5 presumably because she knew it would pass  
6 automatically to Mr. Jeffcoat. Sandra's intent was  
7 clear at the beginning at the time they executed the  
8 deed, and she never changed her intent. Her  
9 daughter --

10 THE COURT: As conservator?

11 MS. SHAW: As conservator decided to sell the  
12 property to herself for \$10. If she was trying to  
13 help her mother's intent, I think she would have held  
14 it -- until after the interest of her ward, she could  
15 have transferred it to herself as conservator but not  
16 directly to herself. She essentially sold off an  
17 asset of her mother's for \$10 to herself as  
18 conservator. There's no indication anywhere that  
19 that was Sandra's intent. It could not have been.  
20 She was incapacitated.

21 So we do think -- we certainly don't think  
22 that the attorneys acted improperly, but we do think  
23 she, as conservator, did, that she knew her mother's  
24 intent and the whole fiduciary duty that she had as  
25 conservator was to take care of her ward and act in

1 the interest of her ward, and her ward had no  
2 interest in selling off a piece of property for \$10.  
3 She lived with this man for 15 years. He cared for  
4 her for years and years while she suffered from  
5 Alzheimer's.

6 She would never have wanted him to be put out  
7 of her house. That's exactly what Smith v. Cutler  
8 talks about, that you know, the harsh result that can  
9 happen if you're not looking at the intent of the  
10 parties and how important it is to do that, to not  
11 put someone out of their house when clearly the  
12 intent of the parties was for them to both live there  
13 until they passed.

14 So we do think she acted improperly and  
15 intentionally improperly and that she didn't -- we've  
16 got counterclaims for breach of fiduciary duty among  
17 others and some discovery has been pretty horrendous  
18 about the acts that she engaged in when she came to  
19 town and took her mother. She was spending from  
20 joint accounts for college tuition, for houses, you  
21 know. Her mother didn't need the \$10 for that half  
22 of the house. That was not in the interest of her  
23 ward. That was in her interest. So she certainly  
24 wasn't securing it for the benefit of her ward.

25 THE COURT: Your position is she was acting as

1       fiduciary? She was self-dealing, right?

2           MS. SHAW: Oh, completely. Completely  
3       self-dealing, I mean, on its face. If she intended  
4       it to be for the benefit of the ward, she would have  
5       transferred it to herself as conservator or some  
6       other -- into a trust or something along those lines.  
7       She just gave it straight to herself for \$10. She  
8       did this 11 days before her mother's death.

9           THE COURT: Was there ever any -- were you-all  
10      ever parties to any litigation prior to Ms. Perkins'  
11      death?

12          MS. SHAW: I think this instant action was  
13      about four days before her death brought by her  
14      daughter, which would have been the proper thing to  
15      do. I mean, if she wanted to sever the survivorship,  
16      that's the way to do it under the statute. You have  
17      to have a court order to sever it. You can't just do  
18      it by a deed. We talked about the encumbrance and  
19      the language being changed, our argument is not so  
20      much that an encumbrance is the same as a conveyance,  
21      but rather it's obvious that if the legislature wants  
22      you to not be able to even encumber it without  
23      consent of all the parties, why would they permit you  
24      to sell it?

25           I think they certainly didn't need that

1 language in there because of the language limited to  
2 the following: The only way that you can sever that  
3 survivorship is through Court order in context of a  
4 divorce or a partition action. So if Sandra, before  
5 her passing had that intent, she certainly could have  
6 done that.

7 THE COURT: You acknowledge that it could have  
8 been done in that fashion. I'm assuming they were  
9 never actually married; is that right?

10 MS. SHAW: That's correct. I think there  
11 were --

12 THE COURT: So a divorce decree was not going  
13 to work, but a partition action would have been or  
14 could have been effective?

15 MS. SHAW: Exactly. There's a statute that  
16 provides for that which wouldn't be necessary if you  
17 could just do it by transfer of a deed. I think the  
18 statute -- the plain language is very clear. It  
19 says, it's limited to the following ways, and she did  
20 not follow those ways, nor could she have.

21 THE COURT: Not on her own certainly, which is  
22 why you go out and you get a guardian or a  
23 conservatorship, which is what happened here.

24 MS. SHAW: Right. Right. But she certainly  
25 didn't -- for 15 years she lived with him, and she

1 was suffering from Alzheimer's for many years before  
2 passing. If she had the intent to sever that  
3 survivorship and give something to her daughter, she  
4 could have done that long before the week of her  
5 death. The fact is that by the time her daughter  
6 took her, she was in a space where she couldn't care  
7 for herself in any way.

8 THE COURT: Okay. Mr. Wenzel, let me ask you  
9 this: The first thing that I notice when I read the  
10 Smith versus Cutler case is the Petitioner argues  
11 that -- under law and analysis -- Petitioner argues  
12 that the deed at issue creates a tenancy in common  
13 with an indestructible right of survivorship we  
14 agree. So my question to you -- and then we go on  
15 to -- sort of towards the end -- we hold that the use  
16 of the phrase indicates an intention of the parties  
17 to share a tenancy in common for life with remainder  
18 in fee to the ultimate survivor, and then there's a  
19 discussion here about what can you do in the  
20 meanwhile? However with a tenancy in common with a  
21 right of survivorship the property will go only to  
22 the survivor of the parties. Future interest does  
23 not vest until the death of one of the co-owners. We  
24 further hold this conveyance does not unreasonably  
25 prevent the alienation of the property because a



1 restriction exists only until the first tenant in  
2 common dies.

3 Isn't that the whole purpose of a creation of  
4 a joint tenancy? As I understand it, let me just  
5 state this for the record: I've always understood  
6 that tenants in common is owned by whatever their  
7 percentage interest is. If you've got ten people  
8 owning a piece of property, they've all got  
9 10 percent of it. As a joint tenancy I always  
10 understood that everybody owns by the whole, so they  
11 own the whole thing.

12 She was Chief Justice for a long time. Yes.  
13 She was Chief Justice then. She talks about an  
14 indestructible right of survivorship. So that's my  
15 question to you. How do we destruct that right of  
16 survivorship? How do you get to where you want to  
17 be?

18 MR. WENZEL: Your Honor, we would argue that  
19 if a joint tenant, their interest may be as a whole,  
20 but they still -- there's still a property interest.  
21 They can alienate, I guess, is our position.

22 THE COURT: But by statute they can only  
23 alienate or they can only encumber it -- let's make  
24 sure I use the right term here. They can only  
25 encumber it together, right? It would be invalid

1 if -- if only one of them had signed the mortgage, it  
2 would be invalid as to the whole, right?

3 MR. WENZEL: Yes, Your Honor.

4 THE COURT: And so because you own by the  
5 whole it wouldn't apply. I've foreclosed on  
6 properties before where somebody with an 8/13ths  
7 interest mortgages the whole thing. Well, that  
8 mortgage only applies to the 8/13ths interest that  
9 that individual owns, right? Here we're talking  
10 about they're owned by the whole, so it would only be  
11 effective if they all do it.

12 In this case you have a conveyance, not by the  
13 grantee but by the --

14 MR. WENZEL: Conservator?

15 THE COURT: -- the conservator of the grantee.  
16 So that's where I'm trying to -- I want to make sure  
17 I follow your logic.

18 MR. WENZEL: Yes, sir. Your Honor, I think  
19 our logic is simply that she had -- we believe that  
20 it's -- I won't call it a dilemma, but she felt like  
21 as fiduciary that she did not know how long her  
22 mother was going to live. She was looking for  
23 assets. She was looking for what might occur in  
24 protecting those assets, and we, to the best of our  
25 understanding of the common law, thought that a joint

1       tenant could sell that interest to a third party.

2           I guess if the other joint tenant were to join  
3       in -- let's just say he didn't object to it, would  
4       she be able to do it then?

5           THE COURT: Clearly, that would require his  
6       signature, would it not? If Mr. Jeffcoat's signature  
7       is on there it would be no problem, right?

8           MR. WENZEL: Yes, sir.

9           THE COURT: They're acting as one?

10          MR. WENZEL: Right.

11          THE COURT: But that didn't happen in this  
12       case?

13          MR. WENZEL: That did not happen.

14          THE COURT: All right.

15          MS. ASTHANA: I was just going to explain in  
16       terms of the intent, if it's a tenancy in common with  
17       a right of survivorship, that's the intent that you  
18       would look at in terms of the fact that they cannot  
19       be partitioned. That's the law. A joint tenancy  
20       with right of survivorship, that is something that  
21       you can alienate. That's the understanding that we  
22       gleaned from the law, from looking at all of the  
23       cases that we have cited.

24          THE COURT: Well, we're going to apply South  
25       Carolina law to the real estate transaction, are we

1 not?

2 MS. ASTHANA: What's that, Your Honor? I'm  
3 sorry.

4 THE COURT: We're going to apply South  
5 Carolina law to the real estate transaction, correct?

6 MS. ASTHANA: Yes, sir, absolutely. But there  
7 is -- we couldn't find any governing law, but if you  
8 look at the intent -- if they really did not want  
9 this interest partition in any shape or form, the  
10 right terminology to use would have been tenancy in  
11 common with right of survivorship which they did not  
12 use. So anything other than that can be partitioned.  
13 So that's our argument. A joint tenant can  
14 unilaterally convey that interest to a third party  
15 and sever the joint tenancy, however, if it was a  
16 tenancy in common with right of survivorship, that  
17 cannot be done. We're speaking to intent.

18 I know that the Defendants went a little bit  
19 into the facts of the case, but I do want to mention  
20 that in the very beginning when Ms. Williams came to  
21 us, Ms. Perkins -- we were working with Clawson and  
22 Staubes to file a partition action on behalf of  
23 Ms. Perkins.

24 Your Honor, our client's testimony has been  
25 that her mother has mentioned to her numerous times

1 that she wanted to convey her interest and that  
2 when -- again, I know this is not super pertinent,  
3 but Defendants raised this.

4 When Ms. Williams went to her mom's house to  
5 take care of her upon Mr. Jeffcoat asking her to do  
6 so, she found her mom in a very terrible state. She  
7 was not taken care of. She can best describe it.  
8 It's her mother. She did find that her mom had to be  
9 removed from that situation. I don't want to go into  
10 that, but there were grounds based on which  
11 Ms. Williams removed her mom for her better care.

12 THE COURT: That will be a matter for trial  
13 one day, right?

14 MS. ASTHANA: Yes, Judge.

15 THE COURT: So what is your authority on the  
16 distinction between the tenancy in common with right  
17 of survivorship and the joint tenancy with right of  
18 survivorship? What's your authority on that?

19 MR. WENZEL: Well, Your Honor, I think the  
20 Smith and Cutler case is what deals with that. They  
21 mention that. The central question, I guess, is  
22 whether Ms. Shaw is correct, that the legislature  
23 intended only for a joint tenancy to be severed by  
24 Section 27-7-40.

25 Then that also, I guess, created an

1        indestructible joint tenancy if one person becomes  
2        incapacitated or the other person doesn't want to  
3        join into it. I think this is a little bit of an  
4        atypical situation since they weren't married. Like  
5        I said, there's a partition, but the partition dies  
6        with the person filing the partition.

7                THE COURT: That begs another question to me.  
8        Have we amended the -- yes. We have Ms. Williams in  
9        as personal representative of the estate now. It  
10       started out as conservative guardian. Okay. I  
11       wanted to make sure we got that, that we have that  
12       authority going on there. All right.

13               I think I understand you-all's positions.  
14       Here's what I would like to do: I'm going to take  
15       the matter under advisement. What my usual practice  
16       is is to request that you-all submit to me written  
17       proposed orders within 30 days. I prefer that they  
18       come in Word because I generally always manipulate  
19       them.

20               So I've got cross Motions for Summary  
21       Judgment. One would be -- the ruling would be  
22       dispositive as to the case if the Court grants either  
23       motion as I understand it. I think you-all pretty  
24       much agree that this is a question of law on this  
25       issue of whether or not the joint tenancy with right.

1 of survivorship can be alienated. I think that's the  
2 legal question for the Court to have to address. So  
3 I'll do that.

4 It's my practice to give you an answer within  
5 30 days of that. If for some reason I deny both  
6 Motions for Summary Judgment then we're headed for  
7 trial, so I know that's the ultimate thing. That's  
8 just where we are. Okay?

9 I do tend to agree with you. It's a question  
10 of law. If we get into the trial there will be lots  
11 of questions of fact, and that may or may not answer  
12 the legal question that really needs to be decided,  
13 so I understand that. Okay?

14 If there's any additional authority or  
15 anything that you-all want to cite to, I'll certainly  
16 look at it. I don't always look into the legislative  
17 history, so I was impressed by that. We'll just have  
18 to see. I can tell you one thing, I don't get to  
19 rewrite statutes any more than I get to rewrite the  
20 contracts. I just have to enforce them. Okay?

21 Thank you-all very much. Thank you for the  
22 presentation. I appreciate it.

23 (The proceedings were concluded at 11:12 a.m.)  
24  
25

1 State of South Carolina)  
2 County of Charleston ) C E R T I F I C A T E  
3

4 I, Christine A. Smith, Court Reporter and  
5 Notary Public for the State of South Carolina at  
6 Large, do hereby certify that the foregoing  
7 transcript is a true, accurate, and complete record.

8 I further certify that I am neither related to  
9 nor counsel for any party to the cause pending or  
10 interested in the events thereof.

11 Witness my hand, I have hereunto affixed my  
12 official seal this 28th day of August, 2018 at  
13 Charleston, Charleston County, South Carolina.  
14  
15  
16  
17

18 Christine A. Smith  
19 Notary Public  
20 My Commission Expires  
21 May 12, 2021  
22  
23  
24  
25