THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED
JUL 25 2019
SC Court of Appeals

APPEAL FROM FLORENCE COUNTY
CIRCUIT COURT

Thomas A. Russo, Circuit Court Judge

APPELLATE CASE NO. 2018-001144

IN THE MATTER OF:
THOMAS G. MOORE (Decedent)

Michael Dennis Moore.....Appellant,

v.

Thomas Paul Moore, Francine Laura Lawhon,
Linda Kaye Moore, Phillip Frederick Moore.....Respondents.

RECORD ON APPEAL

Norwood D. DuRant, Jr.
N. David DuRant, Sr.
P.O. Box 14722
Surfside Beach, SC 29587
ATTORNEY FOR APPELLANT

C. Pierce Campbell
P.O. Box 5478
Florence, SC 29502
ATTORNEY FOR RESPONDENT
THOMAS PAUL MOORE

James R. Snell, Jr.
123 Harmon Street
Lexington, SC 29072
ATTORNEY FOR RESPONDENT
PHILLIP F. MOORE

INDEX

Final Order filed November 29, 2016.....1-22

Probate Court Transcript of Proceedings, December 22, 2015 Hearing.....

Page 1-8.....23-27

Page 19-25.....28-34

Page 49-52.....35-38

Page 68.....39

Page 70.....40

Page 85-136.....41-92

Page 137-185.....93-141

Page 187-189.....142-144

Page 192-204.....145-157

Page 219.....158

Probate Court Transcript of Proceedings, July 27, 2016 Hearing.....159-249

Probate Court Exhibits 1, 2, 4, 9, 10, 11, 18, 20, 21, 22, 27, 28, December 22, 2015 Hearing.....250-303

Probate Court Exhibits, from July 27, 2016 Hearing.....303-380

Probate Court Record on Appeal.....381-422

Notice of Hearing.....423-425

Order from Circuit Court Affirming Probate Court Order, signed April 25, 2018 and filed May 8, 2018 from hearing held February 14, 2018.....426-430

Circuit Court Transcript of Proceedings, February 14, 2018.....431-494

Certificate of Counsel.....

INDEX

Final Order filed November 29, 2016.....1-22

Probate Court Transcript of Proceedings, December 22, 2015 Hearing.....

Page 1-8.....23-27

Page 19-25.....28-34

Page 49-52.....35-38

Page 68.....39

Page 70.....40

Page 85-136.....41-92

Page 137-185.....93-141

Page 187-189.....142-144

Page 192-204.....145-157

Page 219.....158

Probate Court Transcript of Proceedings, July 27, 2016 Hearing.....159-249

Probate Court Exhibits 1, 2, 4, 9, 10, 11, 18, 20, 21, 22, 27, 28, December 22, 2015 Hearing.....250-303

Probate Court Exhibits, from July 27, 2016 Hearing.....303-380

Probate Court Record on Appeal.....381-422

Notice of Hearing.....423-425

Order from Circuit Court Affirming Probate Court Order, signed April 25, 2018 and filed May 8, 2018 from hearing held February 14, 2018.....426-430

Circuit Court Transcript of Proceedings, February 14, 2018.....431-494

Attorney Certification.....

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)
IN THE MATTER OF THE ESTATE OF: THOMAS G. MOORE)

IN THE PROBATE COURT
CASE NO. 2014-ES-21-00134

ORDER

FILED
2016 NOV 29 PM 2:47
J. MUNFORD SCOTT, JR
JUDGE, PROBATE CT.
FLORENCE COUNTY, S.C.

The Decedent in this matter Thomas G. Moore died on December 20, 2013. He left a will dated September 27, 1999 in which he named his son Michael Dennis Moore as Personal Representative. This will was admitted to probate in the Florence County Probate Court on February 20, 2014 and Michael D. Moore was appointed Personal Representative on that date. The Decedent was survived by three sons, Thomas Paul Moore, Phillip Fredrick Moore and Michael Dennis Moore and two daughters Francine Laura Lawhon and Linda Kaye Moore. The Original Inventory and Appraisement for this Estate was filed on April 24, 2014. On April 8, 2015 the Personal Representative was informed by this Court that nine months has elapsed since his appointment and that it was necessary for him to file an accounting with this Court. A date of April 20, 2015 was set for the Personal Representative to come in with his accounting. The Personal Representative did not respond in any way to the Court.

This matter came before the Court with the consent of all interested parties for a hearing to approve Estate closing documents on December 22, 2015, and subsequently on July 27, 2016. Extensive testimony and documentary evidence was received. A number of matters were raised in these hearings including determining: (1) whether a separate writing found with the Decedent's Last Will and Testament should be integrated into the Will to address issues related to certain real property located in Richland County (here in after the "Church Property"); (2) whether any of the heirs are entitled to an additional one-sixth share of the Estate pursuant to the caretaking clause in the Last Will and Testament of the Decedent; (3) whether the proceeds from

the sale of a Mercedes purchased with the Decedent's money should be included in the value of the Estate; (4) whether the Decedent had a vested interest in a real estate contract for the sale of certain property located on Cypress Avenue in Garden City, South Carolina; (5) whether or not the Personal Representative's commission should be reduced or eliminated due to the Personal Representative's failure to properly marshal and safeguard the assets of the Estate; (6) whether there was cash and jewelry in the safe of the Decadent at the date of his death in excess of that reported by the Personal Representative and (7) whether the value of checks written by the Decedent to the Personal Representative or his business should be added to the Estate. For the reasons set forth below, the Court makes the following findings of fact and conclusions of law.

CHURCH PROPERTY

The first issue here to be decided is whether a separate writing found in a safe belonging to the Decedent with the Decedent's last will, in an envelope bearing the Decedent's business' letterhead should be integrated into and become a part of the Deceased last will and testament. On the front of the envelope, written by hand were the words, "Give to Thomas Paul about Church." The document identified real property owned by the Decedent and included testamentary language bequeathing any interest the Decedent had in the property to his oldest son, Thomas P. Moore. Thomas P. Moore has asserted that the document located with the will of the Decedent, should be integrated into the will as a part of the Last Will and Testament of the Decedent. Thomas P. Moore has asserted that his father intended for him to receive his father's interest in the Church Property because of Thomas P. Moore's longstanding relationship in that church as an assistant pastor.

The doctrine of integration has been utilized by courts across the United States. "The doctrine of integration of two or more writings, executed at different times and in different

forms, as constituting the will of the Decedent is well established."[1] The doctrine's principles have consistently been taught to South Carolina practitioners, even though there is limited case law in South Carolina.[2] The doctrine of integration asserts that a will is a single document that needs to be executed only once regardless of the number of pages.[3] Integration encompasses the determination of what papers, taken together, make up the present will.[4] "The doctrine of integration provides that a separate writing may be integrated into the will if the writing existed when the will or codicil was executed and the testator intended its inclusion."[5]

The South Carolina Court expounded on this principle in *Martin v. Hamlin's Ex'rs.* In finding that two unattached papers found together constituted the Decedent's will, the Court noted that,

> By some possible freak or accident, separate devises and bequests, unconnected by reference or otherwise, might be written on separate slips of paper, and all being present and included in the intention and act of execution, be presented as a single

---

[1] *Estate of Hicks*, 3 Cal. App. 3d 312, 314, 83 Cal. Rptr. 499, 501 (1970); *see also In re Will of Carter*, 565 A.2d 933, 936 (Del. 1989) ("Under the doctrine of integration, a separate writing may be deemed an actual part of the testator's will, thereby merging the two documents into a single instrument."); *In re Estate of Benson*, C7-95-2185, 1996 Minn. App. LEXIS 330, at *4 (Ct. App. Mar. 19, 1996) ("Multiple writings may constitute a single integrated will if the separate writings were present at the time of the will's execution and the testator intended them to function as a single instrument.").

[2] *See* S. ALAN MEDLIN, SOUTH CAROLINA BAR REVIEW, INC. § WILLS 18-19 (Vol. 1. 1999) ("Integration: Papers Constituting the Will. Only Papers Present at Signing. Except for papers incorporated by reference, all papers constituting or comprising the will must be present at the execution of a will, and only one signing is necessary."); ROBERT M. WILLCOX, SOUTH CAROLINA BAR REVIEW, INC. § WILLS 22 (Vol. 2. 2004) ("Integration: All papers present at execution that are intended to be a part of the will are included in the will. It is not necessary that the papers be attached."); Colloquy, BARBRI BAR REVIEW OUTLINE § WILLS (2014) ("All papers present at execution that are intended to be a part of the will are included in the will. They do not have to be attached."). These citations, are to materials provided to individuals sitting for the South Carolina Bar Exam during the years 1999, 2004, and 2014. While review materials for the South Carolina Bar Exam are not governing law, there is no question that Alan Medlin and Dean Robert Willcox are two of this state's preeminent scholars in the area of Wills and Trust law during the last thirty years. There is also no question that these noted scholars, one the present dean of the South Carolina School of Law, have been teaching these principles to all students sitting for the bar exam for at least fifteen years.

[3] Restatement (Third) of Prop.: Integration of Multiple Pages or Writings into a Single Will §3.5 (1999).

[4] Alvin E. Evans, *Incorporation by Reference, Integration, and Non-testamentary Act*, 25 Colum. L. Rev. 879 (1925).

[5] Betsy Dupree-Kyle, Comment, *Michigan Self-Proved Wills: What are they and How do They Work?*, 2000 L. Rev. M.S.U.-D.C.L. 829, 840 (2000); *see also* Alvin E. Evans, *Incorporation by Reference, Integration, and Non-Testamentary Act*, 25 Colum. L. Rev. 879, 888-90 (1925) (requiring all the writings to be physically present at the final execution).

will; and it might be hard for any witness to say which of these slips was and which was not included in the execution.[6]

"Even if the pages or other writings are not physically connected, internal coherence of the provisions raises an inference that the pages or other writings were present at the time of execution and that they were intended to be part of the will."[7]

From an evidentiary and procedural standpoint, "[c]ourts may discern the testator's intent as a matter of law by examining the writings or may consider extrinsic evidence regarding the testator's intent when signing the papers."[8] The law looks to the oneness and completeness of the testamentary intent and scheme as expressed and evidenced by the writings.[9] Unlike the doctrine of incorporation by reference, there need be no reference in one sheet to the contents of another.[10] Rather, it is the intent of the testator which binds them into one cohesive document.[11] Even papers "not physically connected...nor referring to each other, nor connected by internal coherence, but separate and distinct, being independent parts of a will, may be integrated" if they are found together and taken as a whole are properly executed.[12]

When applying this doctrine, courts strictly adhere to the law in effectuating the testator's intent. Under South Carolina law, generally all that is required to properly execute a will is the following: (1) the will must be in writing; (2) signed by the testator; and (3) signed by at least two witnesses.[13] In finding that the doctrine of integration applied, the Court in *Hamlin*, stated

---

[6] *Martin v. Hamlin's Ex'rs*, 35 S.C.L. 188, 4 Strob. 188, 11850 WL 2884, 53 Am. Dec. 673 (1850).
[7] Restatement (Third) of Prop.: Integration of Multiple Pages or Writings into a Single Will §3.5 (1999). *See also* S. ALAN MEDLIN, SOUTH CAROLINA BAR REVIEW, INC. § WILLS 18-19 (Vol. 1. 1999) ("if the papers constituting the will are attached, either physically or connected by sense and continuity, they are presumed to be present at execution").
[8] *In re Estate of Benson*, 1996 Minn. App., *5.
[9] *See Jones v. Haversham*, 63 Ga. 146 (1879); *Re Dake's Will*, 75 A.D. 403, 78 N.Y.S. 29 (1902); *Re Maginn's Estate*, 281 Pa. 514, 127 A. 79 (1924).
[10] Alvin E. Evans, *Incorporation by Reference, Integration, and Non-testamentary Act*, 25 Colum. L. Rev. 879, 890 (1925).
[11] *Id.*
[12] *Id.*
[13] S.C. CODE ANN. §62-2-502 (2014).

that "we cannot add to the requisites of the statute, by requiring indispensably that each sheet of a will, that as a whole has been properly executed, shall be either signed by the testator, tied to the paper upon which the attestation is written, or authenticated by any other formality which the statute has not presented."[14] Importantly, it is a question of fact as to whether or not the documents purported to be the will are in fact the will of the testator, and as such, the findings of fact are conclusive on the issue of what constitutes the testator's will.[15]

Here, while the document was not physically attached to the will, there is an inherent continuity between the two documents. First, the document disposes of the testator's property with language common to any testamentary instrument. The document includes testamentary language clearly indicating intent on the part of the Decedent that this document be part of his Last Will. It states that the Decedent "bequeaths his half INTEREST OR OWNERSHIP to go to Thomas P. Moore" upon the Decedent's death. The specific language chosen alludes to a continuation of the provisions of the will. This letter does not conflict with the provisions of the will, but rather complements it by providing a well-reasoned explanation for bequeathing to one son specific property, not otherwise specifically disposed of by the will.

Second, the document was found in the safe with the will. This evidence was uncontested. The document could have been stored anywhere, but in this instance, the Decedent chose to place it in a secure place where anyone searching for the will would also find the document. This evidences the testator's intent that the will as a whole include the provisions set forth in the document. Being found together and exhibiting internal coherence, an inference is raised that the document was present at the time of execution and that it was intended to be part of the will. No evidence was put forth that the document was not part of the will or that the

[14] *Martin v. Hamlin's Ex'rs*, 35 S.C.L. 188, 4 Strob. 188, 11850 WL 2884, 53 Am. Dec. 673 (1850).
[15] *Goethe v. Browning*, 146 S.C. 7, 143 S.E. 362 (1928).

testator did not intend for it to be part of the will. As such, taken together the documents as a whole bear a oneness and completeness of the Decedent's testamentary intent and scheme. Once integrated into the Decedent's will the document becomes a part of that will and can only be revoked by a subsequent will or codicil.

As such, I find that it was the intent of the Decedent that the document regarding disposition of the Church Property be part of the Decedent's will and should be integrated therein. Therefore, the Personal Representative is ordered to issue a deed of distribution of the Decedent's interest in the Church Property to Thomas P. Moore within ten days of the date of this Order. This disposition is in addition to the one-fifth division of the Estate pursuant to the will.

6

THE 1/6TH DIVISION PURSUANT TO THE CARETAKING CLAUSE

The cardinal rule of will construction is to determine the intent of the testator as gleaned from the written instrument itself.[16] The primary source for interpretation must be the words used by the testator where they are clear and unambiguous.[17] "[The court] must give [the] words their ordinary, plain meaning unless it is clear the testator intended a different sense, or unless the meaning would lead to an inconsistency with the testator's declared intention."[18]

Significant evidence was presented to the court regarding Dennis Moore's and other individuals' care of the Decedent in his final years. There is no question that Dennis Moore was engaged in significant efforts to care for his father. However, over the years, other family members, as well as other paid employees, also provided care for the Decedent and for his wife in their final years. The will is very specific regarding its requirements for anyone to receive an

[16] *NationsBank of South Carolina v. Greenwood*, 321 S.C. 386, 468 S.E.2d 658 (Ct. App. 1996).
[17] *Wise v. Poston*, 281 S.C. 574, 316 S.E.2d 412 (Ct. App. 1984).
[18] *In re Estate of Fabian*, 326 S.C. 349, 353, 483 S.E.2d 474, 476 (Ct. App. 1997).

additional one-sixth share of the estate for taking care of the Decedent. The language of the will states

> I will ask, if it is possible, for one of my children and/or grandchildren to *come in and live in my home and take care of me* in my old age...whoever does so until I am deceased, will at the time of my death receive 1/6 of all of my estate which I have at the time of my death. This bequest represents 1/6 of my estate which is to be shared equally with a 1/6 bequest to my other five children. In the event none of the children or grandchildren are able to take care of me in such a manner, then I will request that my son, Dennis Moore, the Personal Representative of the estate, to hire someone to keep my home and look after me and be paid a reasonable amount weekly from what is identified as estate funds and this will eliminate the six way division of my estate.[19]

Dennis Moore fails to meet those requirements, as do all other children and grandchildren of the Decedent. The evidence is undisputed that Dennis Moore never lived in the Decedent's home, as required by the plain language of the will and I so find. Further, as described in the will, Dennis Moore and the Decedent hired Tammy Jackson and Elizabeth Little to stay with the Decedent for significant amounts of time and paid them for their services. It is also undisputed that Dennis Moore was paid for a significant portion of the time he spent with his father. Under the terms of the will, hiring such help eliminates the six way division of the estate. While Dennis Moore, and other individuals, did in fact expend significant time taking care of the Decedent, under a plain construction of the terms of the will, the requirements set forth in the will, which would provide for a six-way division of the estate, are not satisfied. As such, it is ordered that the six-way provision is of no effect and that the estate should be divided five ways with each child taking a one-fifth portion of the Decedent's estate, subject to the remaining findings of this order.

[19] Decedent's Last Testament and Will; emphasis added.

MERCEDES

The evidence presented showed that Dennis Moore, the Personal Representative, converted to his own use, cash funds belonging to Thomas P. Moore just before his death. Dennis Moore physically conducted a transaction to purchase a Mercedes automobile using one of the Decedent's personal checks. Subsequently, title to the Mercedes was put into Dennis Moore's name individually using DMV forms prepared by Dennis Moore. Dennis Moore then sold the vehicle; however the Estate has yet to realize any proceeds from the sale of the Mercedes, which was paid for using the Decedent's funds. There was no satisfactory evidence presented that the Mercedes was a gift to Dennis Moore.

A constructive trust is a means by which the court may compel the conveyance of a property interest from one who holds the title unfairly to another to whom it rightly belongs.[20] "A constructive trust arises when the circumstances under which property was acquired make it inequitable that it should be retained by the one holding legal title."[21] "A constructive trust arises entirely by operation of law without reference to any actual or supposed intentions of creating a trust."[22] A constructive trust may be imposed when "...one who by fraud, actual or constructive, by duress or abuse of confidence, by commission of a wrong or by any form of unconscionable conduct, artifice, concealment, or questionable means and against good conscience, either has obtained or holds the right to property which he ought not in equity and good conscience hold and enjoy."[23]

---

[20] *See Chapman v. Citizens & S. Nat'l Bank of S.C.*, 302 S.C. 469, 395 S.E.2d 446 (1990).
[21] *Halbersberg v. Berry*, 302 S.C. 97, 106, 394 S.E.2d 7, 13 (Ct. App. 1990).
[22] *Chapman*, 302 S.C. 469, 480, 395 S.E.2d 446, 453 (Ct. App. 1990).
[23] *Halbersberg*, 302 S.C. at 106, 394 S.E.2d at 13 (Ct. App. 1990).

"The abuse of a confidential relationship is recognized by our Supreme Court as the basis of the imposition of a constructive trust by a court of equity."[24] Notably, a fiduciary relationship exists between each heir or beneficiary of a Decedent's estate and the Personal Representative.[25] "In these and like cases, the law, in order to prevent undue advantage from the unlimited confidence or sense of duty which the relation naturally creates, requires the utmost degree of good faith in all transactions between parties."[26] Actual fraud is not required to establish a constructive trust.[27] In the context of constructive trusts, "fraud" means generally reprehensible conduct rather than a misrepresentation of fact.[28]

To impose a constructive trust, it is not necessary to establish legal wrongdoing or a wrongful or malicious intent on the part of the unjustly enriched party.[29] "Rather, the touchstone for imposition of a constructive trust is injustice or unfairness, which may take the form or be the product of fraud (actual or constructive), abuse of a fiduciary or confidential relationship, undue influence, or unjust enrichment."[30] "[T]he constructive trust is a fluid, flexible device which may be employed to remedy many different types of injustice."[31]

A confidential relationship existed between Dennis Moore and the beneficiaries of the Decedent's estate because of his position as Personal Representative. The evidence was clear that funds belonging to the Decedent purchased the Mercedes at issue. There was great debate at the hearing over the use of the term "bought," as to whether that meant who was physically at an

---

[24] *Chapman*, 302 S.C. at 479, 395 S.E.2d at 453 (Ct. App. 1990).
[25] *Ex Parte Wheeler v. Estate of Green*, 381 S.C. 548, 673 S.E.2d 836 (2009); *see also* S.C. CODE ANN. §62-3-703 (2016).
[26] *Chapman*, 302 S.C. at 476, 395 S.E.2d at 450 (Ct. App. 1990).
[27] *Smith v. S.C. Ret. Sys.*, 336 S.C. 505, 529, 520 S.E.2d 339, 352 (Ct. App. 1999).
[28] *Chapman*, 302 S.C. at 479, 395 S.E.2d at 452 (Ct. App. 1990).
[29] *See Sharp v. Kosmalski*, 40 N.Y.2d 119, 121, 351 N.E.2d721 (1976) (holding a constructive trust was appropriate to remedy the unfair outcome despite the fact that the property transferred was a gift from the plaintiff and there was no evidence of fraud or a promise on the part of the defendant).
[30] *Brown v. Brown*, 152 S.W.3d 911, 918 (Mo. Ct. App. 2005); *See also Chapman*, 302 S.C. at 479, 395 S.E.2d at 446 (Ct. App. 1990) (Abuse of a confidential relationship is recognized as a basis for imposition of constructive trusts by courts of equity).
[31] *Brown*, 152 S.W.3d at 918 (Mo. Ct. App. 2005).

auction or whose funds actually paid for the transaction. However, it is undisputed that the funds involved in the transaction originated with the Decedent. It is also undisputed that the title to the vehicle, through several successive documents, filed with the South Carolina Department of Motor Vehicles, methodically transferred title into the name of Dennis Moore, individually. Dennis Moore subsequently sold the Mercedes for $63,000.00. Because the funds purchasing the vehicle belonged to the Decedent, such a transfer to Dennis Moore either had to be a gift from the Decedent or Dennis Moore took the vehicle improperly. No sufficient evidence has ever been presented that this transaction was a gift. Thus, Dennis Moore violated his fiduciary duty, abused his confidential relationship, and was unjustly enriched when he used funds out of the Estate of the Decedent to purchase the Mercedes for himself. Therefore, the Estate has a right to the proceeds of the sale, which have been held by Dennis Moore in a constructive trust.

I find that the Personal Representative used the Decedent's funds to purchase the Mercedes, ultimately titled in his own name. The Personal Representative was unjustly enriched. For these reasons, this Court imposes a constructive trust on the proceeds of the sale of the Mercedes in favor of the Estate. It is ordered that the $63,000.00 value of the Mercedes at issue be paid by the Personal Representative into the Estate and should be added to the funds held in trust by Porter Stewart within ten days of the date of this order.

CYPRESS AVENUE HOUSE

The Decedent and Personal Representative Dennis Moore owned the property located on Cypress Avenue in Garden City as joint tenants with right-of-survivorship. This property was purchased long before the Decedent's death. The evidence is undisputed that a contract to sell this property for $324,500 was entered into in November 2013, well before the death of the Decedent. The actual closing occurred December 27, 2013, seven days after the Decedent's

death. There was no debt on the property and Dennis Moore received all of the proceeds. Throughout the process, Dennis Moore represented himself as being the one entitled to the proceeds. He did not report the property or proceeds on the inventory.

In South Carolina, an interest in real property is effectively encumbered to a third party or parties, if all the joint tenants who own said real property in joint tenancy join in an encumbrance.[32] The South Carolina Court of Appeals expounded on this statute in *South Carolina Federal Savings Bank v. San-a-Bel Corporation.* There the Court held that a purchaser under an executory contract for the purchase and sale of real property has an equitable lien on the property in the amount paid for the purchase price. This equitable interest arises from payment of money and does not depend on purchaser's taking possession of real estate.[33]

In this case, the sales contract entered into prior to the Decedent's death simultaneously encumbered the property entitling the purchaser to possession of the property upon payment of the agreed price and entitling the Decedent to one-half of the proceeds of the closing. The Decedent's right to the proceeds from the sale of the property arose long before the Decedent's death. The fact that the Decedent's signature was not listed on the closing documents, due to his death, did not nullify his right to proceeds from the sale of the property. Similarly, Dennis Moore's testimony that the deed was not prepared prior to the Decedent's death, does not invalidate the Decedent's rights to the proceeds. Neither of these factors nullifies the binding nature of the prior sales contract.

I find that the joint tenancy with rights of survivorship was effectively defeated by the contract of sale on this property. I find that under South Carolina Code §27-7-40 the parties had jointly encumbered their interest in the real estate and effectively created a lien against the

[32] S.C. CODE ANN. §27-7-40 (2016).
[33] *See South Carolina Federal Savings Bank v. San-A-Bel Corporation*, 413 S.E. 2d 852, 307 S.C. 76 (Ct. App. 1992).

property in favor of the purchaser by entering into an enforceable contract to purchase.[34] As such, the Decedent's estate is entitled to one-half of the proceeds because the contract had been entered into and was simply waiting for the closing to be completed at the time of death.

Dennis Moore is ordered to pay $162,500.00 (reduced by one-half of any documented closing costs of the seller) to the estate to be distributed to the beneficiaries, pursuant to the will. The funds should be paid to Porter Stewart's trust account within ten days of the date of this order.

PERSONAL REPRESENTATIVE COMMISSION

12

South Carolina Code Section 62-3-719(a) provides:

> Unless otherwise approved by the court for extraordinary services, a personal representative shall receive for his care in the execution of his duties a sum from the probate estate funds not to exceed five percent of the appraised value of the personal property of the probate estate plus the sales proceeds of real property of the probate estate received on sales directed or authorized by will or by proper court order, except upon sales to the personal representative as purchaser. The minimum commission payable is fifty dollars, regardless of the value of the personal property of the estate.

The five percent commission for personal representatives is not a fixed amount rather it is a maximum commission. The only fixed commission is the $50 minimum commission provided by the statute. The amount of commissions due to a personal representative is within the discretion of the probate court based on the care in the execution of his duties demonstrated by the personal representative.

Throughout the probate of the Decedent's estate, the beneficiaries repeatedly requested bank checks and statements, bank records, bank statements of the estate account, and other financial records of the estate and Decedent. The Personal Representative, Dennis Moore, informed the beneficiaries that they would need to get a lawyer if they wanted any of the

[34] *Id.*

requested records. Two of the beneficiaries did in fact retain attorneys. The Personal Representative has caused disputes that required court intervention. Additionally, there was undisputed testimony that the Personal Representative neglected to list or collect two debts owed to Decedent's estate.

Finally, it is undisputed that the Personal Representative failed to carry out orders of the court costing the beneficiaries substantial sums in attorneys' fees to enforce the court orders. The Personal Representative failed to provide the beneficiaries with a list of all personal property in the estate, in direct violation of a court order to do so. As a result, the beneficiaries had to create the list themselves. Additionally, the Personal Representative himself testified that he failed to provide the beneficiaries with bank statements, which was mandated in a court order. The beneficiaries had to hire attorneys to subpoena those records. The Personal Representative has made a claim for a full commission of five percent.

Pursuant to the South Carolina Code, "a Personal Representative is a fiduciary who shall observe the standards of care described by Section 62-7-804."[35] The duties of the Personal Representative include: (1) a duty to settle and distribute the estate of the Decedent in accordance with the terms of a probated and effective will and this code, and (2) to do so as expeditiously and efficiently as is consistent with the best interests of the estate.[36] The Personal representative must use the authority conferred upon him by the South Carolina Code, the terms of the Decedent's will, and any court order for the best interests of successors to the estate.[37]

This Court finds that the Personal Representative was derelict in his duties of notifying heirs and carrying out orders of this court, and in timely fulfilling the statutory requirements of that office.

---

[35] S.C. CODE ANN. § 62-3-703 (2016).
[36] *Id.*
[37] *Id.*

The Personal Representative's commission is reduced to $50 due to the Personal Representative's failure to properly marshal and safeguard the assets of the estate, failure to inform beneficiaries of various requested information, failure to provide bank statements as needed, failure to collect on two outstanding loans of the estate, failure to properly account for personal property as directed by the court, and for causing disputes and necessitating enforcement of court orders. The attorneys for Thomas P. Moore and Philip Moore submitted affidavits of their legal fees for services rendered to complete certain tasks that the Personal Representative should have completed. As such, those should have been estate expenses. Porter Stewart shall issue checks from the Estate funds in his trust account to the attorney for Thomas P. Moore for $2,774.50 and the attorney for Philip Moore for $3,042.02. These amounts shall be paid within ten days of the date of this order and before the division of the estate into five shares.

(14)

CASH IN SAFE

The Personal Representative of the estate testified that the amount of cash in the safe at the time of the Decedent's death was approximately fourteen thousand dollars and no/100 ($14,000.00). This is the same amount reported when the Personal Representative was first appointed. The Personal Representative stated that $5,618.65 was used to pay estate related expenses, leaving $8,381.35 to be deposited in the estate. Testimony by the Personal Representative was that instead of only depositing the $8,381.35, he deposited an even $8,400 into the estate's account.

Petitioners testified that at the time of Decedent's death, there had to be more cash in the safe, because while Decedent was still alive they had each seen what appeared to be more cash in the safe than fourteen thousand dollars and no/100 ($14,000.00). Petitioner Phillip Moore also testified that his view of the contents occurred when the safe was opened by the Decedent,

between March and May of 2012, least one (1) year and seven (7) months before the Decedent's death. Petitioner Thomas Moore stated on the recorded that there appeared to be more than $14,000.00 in the safe but did not know exactly how much was in the safe.

Testimony was also heard stating that a money bag with an accounting of more than twenty five thousand dollars and no/100 ($25,000.00) cash was in the safe. This accounting was done by the Decedent at some point before his death. It is impossible for the Court to be certain that the amount listed on the money bag was still in the safe at the time of the Decedent's death. Finally, the Court is unable to be certain that any other individual who had access to the home did not remove cash from the safe prior to the Personal Representative retrieving and accounting of the items in the safe.

(15)

Generally, in order for damages to be recoverable, evidence should be such as to enable court or jury to determine the amount thereof with reasonable certainty or accuracy.[38] Neither the existence, causation, nor amount of damages can be left to conjecture, guess, or speculation.[39] No sufficient proof has been provided to show how much, if any additional cash was in the Decedent's safe above the amount specified by the Personable Representative. The testimony and evidence submitted provided nothing more than speculation as to the amount of cash in the safe at the time of the Decedent's death. Therefore, this Court finds that the amount of cash in the safe when the Personal Representative opened the safe after the Decedent's death was $14,000.00, as initially represented by the Personal Representative.

38See Whisenant v. James Island Corps., 277 S.C. 10 281 S.E. 794 (1981)

39See Gray v. Southern Facilities, Inc. 256 S.C. 558, 183 S.E 2d 438 (1971)

JEWELRY

Petitioners testified that Decedent's wife, who predeceased the Decedent, owned and wore several pieces of jewelry, and that the Decedent owned and wore jewelry as well. The Personal Representative testified that all pieces of jewelry found were accounted for and presented to the other parties. Petitioners testified that they believed there was more jewelry than the Personal Representative listed. There was testimony that Mrs. Moore had on jewelry at her funeral and that a nephew was sent to retrieve the jewelry. However, there was no testimony provided by the nephew or any other party as to what happened to such jewelry. No evidence was presented to show that at the time of the Decedent's death, there was any jewelry found in the home, safe, or anywhere else other than the pieces the Personal Representative discovered in the safe, and presented to the other members of the family. There was also no evidence provided that the Personal Represented retrieved, sold, destroyed, or disposed of any jewelry belonging to the Estate.

Evidence presented must be sufficient to enable the factfinder to make a determination with reasonable certainty or accuracy as to any damages sustained.[40] Neither the existence, causation, nor amount of damages can be left to conjecture, guess, or speculation.[41] Without any specific evidence as to what jewelry other than that reported by the Personal Representative existed at the date of the Decedent's death this Court finds that all jewelry has discovered and accounted for by the Personal Representative.

---

40 See Carlyle v. Tuomey Hosp. 305 S.C. 187, 407 S.E. 2d 630 (1991)

41 See Gray v. Southern Facilities, Inc. 256 S.C. 558, 183 S.E 2d 438 (1971)"

DISPOSITIONS OF CHECKS

Decedent's son, Phillip Moore, contends the Personal Representative failed to account to the Court for all of the assets owned by the Decedent at the time of his death. First, Philip Moore alleges that the Decedent made multiple personal loans to Tammy Jackson ("Jackson"). However, the Personal Representative failed to disclose the loans on the Inventory or account to the Court for monies received when a vehicle purchased with Decedent's money was sold after Dennis Moore repossessed it due to Jackson's failure to pay the loan owed to Decedent. Philip Moore also contends the Decedent loaned money to Dennis Moore and Dennis Moore's business, Moore's Cars, LLC. These loans were not disclosed to the Probate Court nor has Dennis. Moore accounted for or repaid the loans. Lastly, Philip Moore questions whether Dennis Moore has properly and fully accounted for monies held in the last bank account opened by Decedent before his death. The Court will address these allegations in turn.

On August 19, 2013, approximately four months before Decedent's death, Decedent wrote a check for $6,500.00 to Dennis Moore. The reference line notes "04 Gray Jaguar." Philip Moore testified that the money was a loan to Jackson to assist in the purchase of the Jaguar and was used by Dennis Moore to purchase the car. According to Philip Moore, the vehicle was purchased and delivered to Jackson. Jackson, however, never made payments on the loan. As a result of her failure to make payments, Dennis Moore repossessed the Jaguar and sold it. None of the proceeds of the sale of the vehicle were ever accounted for and deposited in the Estate account. Beginning July 5, 2012, the Decedent made other loans to Jackson as reflected by copies of seven checks produced by Philip Moore. Each check is payable directly to Jackson and on each check, the Decedent specifically noted the monies were a loan. One of the checks,

dated May 18, 2012, was a loan for $5,000.00 with the notation stating "[t]his check was loaned- to Tammy Jackson -to buy 2003 Honda Blue - vin#016077 – Moore's Cars- Thomas G. Moore Lien put on title. According to Philip Moore, Jackson still has possession of this vehicle but there is no evidence that any payments for the loan were received by Decedent before his death. Nor, has the Estate received any payment for the loan. The Personal Representative has failed to account for any of the loan proceeds or pursue repossession of the vehicle. Based upon the uncontested evidence presented to the Court, it is clear that the Estate assets should include these funds. Based upon the undisputed value of the checks, the total sum that the Estate has lost as a result of Personal Representative's actions or failure to act is at least $19,838.00. Philip Moore testified that in 2003, the Decedent closed down Moore's Cars, LLC. Dennis Moore then incorporated a new entity under the name Moore's Car, LLC. The owner of Moore's Cars, LLC, from that time up until the death of the Decedent was Dennis Moore. According to Philip Moore, although the Decedent no longer owned the business, he still maintained an account in the pseudonym of Moore's Cars, LLC, and still bought and sold cars under the dealer license of Dennis Moore. Decedent was continuing this practice as recently as May, 2011. Philip Moore admitted ten checks which he contends evidences monies provided to Dennis Moore or his LLC to purchase cars. On each of the checks, Decedent made a note that the funds were a "loan" for Moore's Cars, LLC. Even more compelling is the Decedent's notes on checks dated January 18, 2012 and August 8, 2012. On these particular checks, the Decedent wrote "[m]oney put in Anderson Bank for Moore's Cars, LLC – buy cars" and "[l]oan Moore's cars to buy cars – Aycock Auction – Dennis." It is clear to the Court that the Decedent was loaning his personal funds to Dennis Moore to purchase cars for his LLC. The Court finds that these references to a loan to Moore's Cars, LLC, demonstrate loans to Dennis Moore as owner of Moore's Cars, LLC.

(18)

Dennis Moore argues that most of these checks are mealy the Decedent moving money from one of his bank accounts to another of his bank accounts. The problem with this argument is that the only bank account in the Decedent's name listed on the Estate inventory is a First Citizens checking account containing $37,052.25. Although no cash is listed on the inventory filed by the Personal Representative testimony revealed that there was $14, 000 of cash in the Decedent's safe at his death. These to assets fall far short of the total of the amount of checks written by the Decedent and do not support Dennis Moore's theory. No evidence has been presented to demonstrate that any of these funds have been repaid to the Decedent or to his Estate. Based on the evidence presented, the Court holds that for the period of May 10, 2011, through June 11, 2013, Dennis Moore, as the owner of Moore's Cars, LLC, received funds totaling $454,640.00 from the Decedent.

Finally, on April 5, 2013, the Decedent opened an account at First Bank. It is undisputed that the First Bank account was solely owned by Decedent with no other person or persons depositing any funds into the account. From April 5, 2013, until the date of Decedent's death on December 20, 2013, the Decedent deposited $217,875.00 into this account. Each deposit represented proceeds from the sale of a car. However, there is no accounting for these funds and Philip Moore contends these funds should be included in the assets of the account. Philip Moore also offered an exhibit he prepared that offered scenarios of possible explanations as to where the money was spent. However, there is insufficient evidence for the Court to determine with certainty whether the Personal Representative has failed to properly account for the funds deposited into the First Bank account.

Based upon the foregoing, the Court finds that Personal Representative has failed to report and account for a substantial sum of money in the following instances: (1) failure to

pursue payment for loans made by Decedent to Tammy Jackson; (2) failure to account for funds received for the repossession and sale of the 2004 Jaguar; and (3) failure to account for loans to Moore's Cars, LLC. Accordingly, the Court finds that Dennis Moore is indebted to the estate in the amount of $473,838.00.

CONCLUSION

It appears that the amounts ordered for Dennis Moore to repay the Estate exceed the one-fifth share which Dennis Moore would otherwise be entitled to receive. As such, the 1/5 share of the estate that would otherwise be payable to Dennis Moore shall be subtracted form the amount he is obligated to repay and he shall pay the difference. The other four beneficiaries would then split the Estate four ways. The Personal Representative is ordered to present new estate closing documents that comply with this order within thirty days of the date of this order. The only other appropriate estate attorneys' fees are those to be paid to S. Porter Stewart's as attorney for the estate. Any fees due to David M. Smith, Esq. shall be paid by Dennis Moore and not by Estate funds.

ORDER

It is therefore ***ordered and decreed*** as follows:

1. Porter Stewart, as attorney for the Estate, shall adjust the closing documents of the estate by preparing a deed of distribution for the Richland County Church Property to Thomas P. Moore.
2. No additional share of the estate shall be provided to any party for live in care of the Decedent.
3. Porter Stewart, as attorney for the estate, shall add to the assets of the estate an amount due from Dennis Moore of Sixty Three Thousand ($63,000.00) Dollars which represents the proceeds from the sale of a Mercedes automobile purchased with the Decedent's funds.
4. Porter Stewart, as attorney for the estate, shall add to the estate assets an amount due from Dennis Moore of One Hundred Sixty Two Thousand Five Hundred ($162,500.00) Dollars less one half (1/2) of the closing costs for this sale of the property located on Cyprus Ave. in Garden City South Carolina.
5. Porter Stewart, as attorney for the estate, shall amend the final accounting to show a Personal Representative commission due of Fifty ($50.00) Dollars.
6. Porter Stewart, as attorney for the estate, shall not adjust the amount of cash nor the jewelry reported by the Personal Representative.
7. Porter Stewart, as attorney for the estate, shall add to the assets of the estate an amount due from Dennis Moore of Four Hundred Seventy Three Thousand Eight Hundred and Thirty Eight ($473,838) dollars representing loans made by the Decedent to Dennis Moore or his LLC.

8. Porter Stewart as attorney for the estate shall issue checks from the Estate funds in his trust account to the attorney for Thomas P. Moore for $2,774.50 and the attorney for Philip Moore for $3,042.02. These amounts shall be paid within ten days of the date of this order and before the division of the estate into five shares.

9. Dennis Moore shall repay to the Estate the sum of Six Hundred Ninety Nine Thousand Three Hundred Thirty Eight ($699,388.00) Dollars less one half of the closing cost associated with the sale of the Cyprus Ave. property and less the one fifth (1/5) share of the estate to which he would otherwise be entitled within thirty days of this order.

(22)

Executed this 28th day of November

J. Munford Scott, Jr.

Florence County Probate Judge

P R O C E E D I N G S:

The Court: Okay, folks. We're here today in the matter of -- of the Estate of Thomas G. Moore. That is file number 14-ES-134. We're here to consider a number of issues before The Court today having to do with the winding up of this matter, hopefully, distribution of funds, disposition of certain properties and settlement for a couple of issues that may be here. Mr. Porter Stewart is personal representative of the -- or excuse me, attorney for the personal representative of the estate. So Mr. Stewart, I'll let you proceed. Oh, before we do, let me have everybody introduce yourself, please. Start in the back corner.

@Barbara Moore, Phillip F. Moore, Senior, Thomas Moore, Francine Lawhorn, Linda Moore, Dennis Moore.

The Court: Okay. I believe we've seen most of y'all before. All right. Go ahead, Mr. Stewart.

Mr. Stewart: Yes, Your Honor. I -- I'd like just to put some information on the record at the outset before we get to other issues that Counsel will have before you. The first item

I'd like to -- to hand to you would be an accounting that raises up current as of today. What I -- I have done -- I had previously, Your Honor, provided to -- to Counsel who are here today copies of the statements for the estate checking account from the inception through the last statement, which was November 30 of this year. And as I stopped to look at all that, having gone through it manually, I've selected broad categories of -- represented by all the checks of which they have copies as well as the deposits that established the estate account.

I'm also showing on this document monies that are not actually in the estate. The net monies remaining in the estate account, but the monies that I have been holding in my law firm escrow account since the sale of the Florence County properties that were approved by Your Honor in separate orders last year. And in addition the receipt of some monies representing the sale of some of the furnishings that were also authorized by Your Honor in those prior orders. So with all that, I would state that the amount in my escrow account is $565,157.50, which are those escrowed proceeds. And that when added to what remains in

the estate checking account --

The Court: How much is that?

Mr. Stewart: -- provides a -- a total --

The Court: What's -- what's the checking account amount?

Mr. Stewart: It is -- it's right here, $11,955.61.

The Court: Okay.

Mr. Stewart: So the total when you add those to -- $577,113.11.

The Court: Okay.

Mr. Stewart: And so I would like -- and I provided copies to Counsel, Your Honor. I'd like to -- to mark -- these are copies of all the monthly statements of the checking account.

(Exhibit number 1 marked for identification.)

The Court: And I -- I'm assuming you -- all Counsel is in --

Ms. Elmore: Yes, Your Honor, no objection.

Mr. Stewart: And then also the -- the accounting document, which is a summarization of exhibit 1's entrance as well as accounting for

what's in my escrow account.
(Exhibit number 2
marked for identification.)
Mr. Stewart: Your Honor, that -- that accounts from the inception of the estate account. I would also hand to you and, I believe, Counsel, you have this. This -- this doc--- or this two-page document was generated by the personal representative and represents an accounting by him of estate monies that were utilized on estate expenses with a net amount that was deposited into the estate account as was established spring a year ago. And I -- I want to hand this up just to show those activities that predated that which I have just provided to Your Honor.
The Court: Have Counsel seen that also?
Mr. Smith: Yes.
Ms. Elmore: We have, Your Honor.
Mr. Campbell: No objection, Your Honor.
(Exhibit number 3
marked for identification.)
Mr. Stewart: And I would state for the record that the net amount shown of the 8,400

dollars in fact is shown within exhibit 1 as an item that in fact was deposited into the estate account as it was established.

The Court: Now, these are expenditures. Is that correct?

Mr. Stewart: Yes, sir, Your Honor. And just continuing with estate matters if I might just to sort of get this part of it on -- on the record, as a result of your prior orders, there were some remaining furnishings that were put in storage in a unit and the personal representative can clarify what's there better than I, but at any rate, there -- there still is a storage unit with items in it I believe.

Mr. Michael Dennis Moore: Yeah, one. Yeah.

Mr. Stewart: Okay. All right. Unit with items in it and to this point, it has been my understanding that beyond the -- the sale of items that outsiders were interested in and the family members had an interest that to the extent there may be something left, we -- I guess, I on behalf of the estate would simply be seeking instructions as to final disposition so we can close that unit and it would be -- be settled with that. If I --

Ms. Elmore: -- showing that he made an 8,400 dollar deposit, but we do dispute anything else beyond that.

The Court: That's fine. We'll -- we'll have to deal with that when it comes up then. All right. The next issue on my list is some jewelry. Let me hear Counsel on that.

Ms. Elmore: Your Honor, just -- I -- I believe it's a very similar issue. There's gonna be testimony from the personal representative and testimony from one or more of the heirs that are totally inconsistent. And Your Honor's just gonna have to make determinations of credibility on -- as to that as well and decide what if any value should be assigned.

The Court: Okay. Next issue on the list is a Mercedes. What's the position of Counsels on that?

Ms. Elmore: Your Honor, that's highly contested.

The Court: Hotly contested --

Ms. Elmore: Hotly contested.

The Court: All right. What is the contest?

Ms. Elmore: The -- well, the contest

is, Your Honor, in 2013, the -- the date of death was December 20th of -- of 2013. Mr. Moore, the decedent, and there's lots of Mr. Moores and I think we'll all agree to use first names not out of disrespect, but just for clarification. Dennis Moore, the personal representative, went on a trip for his father to purchase a Mercedes for 83,000 dollars and some change down in Florida. And that's undisputed. At that point in time, we start fracturing as to what we believe is -- is the truth of the matter. At that point in time, Dennis Moore was operating Moore's LLC. He was filing tax returns in the name of that business. Simultaneous to that, Your Honor will see evidence today that the decedent himself continued to operate and open bank accounts with the same tax I.D. number, but it was his check that purchased the vehicle, the decedent's check. Then we will show, Your Honor, through the documents -- certified documents from the D.M.V. methodically the title was transferred until October, two months -- six weeks before the decedent's death. The title was ultimately put in his name, Dennis Moore's name individually. And he has since sold that vehicle. We believe that that was the

decedent's Mercedes. The decedent paid for it. And the estate has yet to see a dollar of the proceeds for the sale of that vehicle.

The Court: Okay. All right. We have a -- a half interest in some property in Richland County. What's positions on that matter?

Mr. Campbell: Your Honor, I'll speak to that. My client, Thomas Moore, is -- there will be documentary evidence of what we believe was the intent of the decedent to leave his interest in this property to my client rather than it be part of the residue that's divided equally amongst the children. And there will be legal argument about the doctrine of integration and other things with that, but we'll have to present testimony and evidence for you to decide how to rule on that.

The Court: All right.

Mr. Campbell: And I -- I'm sorry, Your Honor. I believe if -- if we were unsuccessful, then there might also be a dispute amongst some of the parties as to what should then happen to that interest.

The Court: Now, we have an issue on the sale of a property at the beach. Is it

Cypress Road? Is that what it is?

Mr. Campbell: Yes, Your Honor.

The Court: What's the nature of that?

Mr. Campbell: This was a property that the decedent and the personal representative purchased apparently as some kind of partners. They owned it as joint tenants. They purchased it well before death. A contract was entered in to to sell the property immediately before the death. After the death, the property actually -- the deed was recorded, but the personal representative accepted all of the proceeds. Represented himself through the deed as being the one entitled to all of the proceeds and did not report anything about it in the inventory. We believe that half of that actually should have been estate property when the money actually came through that the closing. And so we'll present testimony and evidence about that.

The Court: So there's no issue about the fulfillment of an executor contract and whether it should or should not have been sold?

Mr. Campbell: Well, I don't believe so, Your Honor. There's one thing that I question because I have just seen it for the first time and

so I'm gonna have to get some testimony to explain it, but other than that, I believe that the contract was valid and that the deed actually happened and that money was paid.

The Court: We have an issue with regard to the personal representative's commissions. I think a -- a claim has been made for the full five percent. Is that correct?

Ms. Elmore: It's been represented to -- represented to the heirs that that is what is expected -- that Mr. Dennis Moore does expect to receive the full commission.

The Court: And the argument there is that some or all of the heirs feel that that's not -- that amount is not -- has been -- not been earned. Is that right?

Ms. Elmore: That's correct, Your Honor. That if -- if it was earned and any sum that you determine that -- that the heirs would be entitled to an offset for all the monies that we believe he's received outside of the estate that should have been estate property.

The Court: Okay. And the last thing I've got on my list is the Kristens Channel Road. Is that correct?

Ms. Elmore: Yes, your Honor. That's Kristens Court and that's actually a pro--- piece of real property located in Florence County. We'll just be offering testimony that that was a piece of property that the decedent purchased and then for the exact same amount was purchased by Dennis, the personal representative. We've been able to est--- establish not through the personal representative, but through subpoenas from the bank that a portion of those funds were paid to the decedent, but we have yet to be provided an accounting for the remaining sum due for the purchase price. And we would ask you to take that into consideration as well.

The Court: Okay. All right. Counsel, is that pretty much the issues that we've got here?

Mr. Campbell: Your Honor, there is one other item that I believe we missed. There is a provision in this will that potentially provides for one of the heirs to receive an additional share of the estate for caretaking for the decedent. It has been represented to the beneficiaries that the personal representative is claiming this share thus dividing the estate into

sixths instead of fifths. We contest that based on the fact that we don't believe the terms of the will have been met in any true fashion, so we'll put up evidence as to that.

The Court: Okay. Anything else we have here? Okay. Well, let's -- what I'm gonna do is we'll start down the list and I'm going to let either or all, whichever attorneys have -- are going to present the facts in against the particular issue that we're looking at. Okay. First thing we're gonna look at is the money in the safe. And we have a document before The Court that indicates the expenditure 5,618 and an additional 8,400 dollars that have been deposited in the bank. So Counsel, would you like to proceed as to why you -- you -- what questions you have about that particular item?

Ms. Elmore: Your Honor, I call my client, Phillip Moore.

The Court: Okay. Mr. Moore come up.

Phillip F. Moore, Sr.,

being first duly sworn by The Court, as hereinafter certified, testified as follows:

D I R E C T E X A M I N A T I O N

it for hisself until he was deceased.

Q Were y'all -- earlier there was mention of a meeting on December 27th. Do you recall that testimony?

A Yeah, uh-huh.

Q Were you present at that meeting?

A Yeah.

Q Okay. And the other four siblings were there, too?

A Uh-huh.

Q Okay. And the personal representative had a few items that he presented to the group at that meeting, correct?

A Yeah.

Q What -- what did he present to the group?

A He present -- I think it's 14,000 dollars cash and maybe I think it's one necklace that he presented.

Q Okay. Did he present any documents?

A Yes, he presented a document to -- I think it -- it was the will that we was reading. And that's -- that's all that I had, you know, access to.

Q Was there anything with the will?

A Before the meeting or...

Q At that meeting.

A At that meeting? Nothing but the -- my father presented a letter -- written a letter also, you know, about the situation of the church property.

Mr. Campbell: Your Honor, just to not accumulate later, I'm just gonna put this in. We can discuss the church later, but just since we're dealing with the meeting right now.

By Mr. Campbell:

Q Can you identify this document?

A This is my mother's handwriting and this is the letter, envelope document that the copy of the letter that her and my father wrote for me to have access to the church property.

Q Okay. And that was what was with the will?

A Yeah, uh-huh.

Mr. Campbell: Okay. I'd like to mark this as, I guess, Thomas Moore 1 or I don't know how we're numbering these. If you're doing consecutive, that's fine.

(Exhibit number 4
marked for identification.)

Ms. Elmore: Your Honor, my only objection, just for the interest of time, would simply be that it does not comply with the standards required for any sort of last will and testament. So I don't know what limited purpose is being offered for, but that would be my objection.

The Court: If it -- if it is entered to show some intent or state of mind, but as far as being a will or being dispositive of this property, it's not.

Ms. Elmore: Thank you, Your Honor.

Mr. Campbell: Your Honor, we -- I would ask that we be allowed to put up some further testimony regarding this issue later, but I understand for now that it's being admitted for that purpose and I may ask The Court to consider for other purposes later.

The Court: Okay.

Mr. Campbell: Thank you.

By Mr. Campbell:

Q Thomas, at that meeting, besides the will, the document marked as exhibit 4, a necklace and the 14,000 dollars cash, did the personal representative present anything else that he had

located?

A It's been four -- about four or five years. I can't hardly remember that far back, you know, remember everything.

Q Okay. Do you know who found the will?

A My brother.

Q Which brother?

A Dennis.

Mr. Campbell: I think that's all the questions I have. Thank you. Please, answer any questions they may have.

C R O S S - E X A M I N A T I O N

By Mr. Smith:

Q Just a couple quick questions, Mr. Moore. I'm going to call you Thomas if that's --

A Uh-huh, okay.

Q Thomas, you said that, I believe, a nephew was to get the jewelry from your mother. Is that correct?

A Yeah, uh-huh.

Q Okay. Do you have firsthand knowledge that he actually did get that jewelry and give back to your father?

A No, sir, I don't. I didn't see it myself.

my father told me to go in there to get something.

Mr. Smith: I have no further questions, Your Honor.

The Court: Counsel?

C R O S S - E X A M I N A T I O N

By Ms. Elmore:

Q May -- may I see that pouch, please?

A Yes, ma'am.

Q Do you recognize that handwriting on the front of the pouch --

A Yes, ma'am.

Q Whose handwriting is that --

A My father's.

Q And you've seen the -- we've gone through countless checks with you. And on all of your father's canceled checks, he writes in detail just like this, what's going on with any particular transaction, doesn't he --

A Majority of it. Yeah.

Q So when he writes a check, he puts on it car business. He puts on it land sale contract. He puts on it beach house property. He writes detailed notes on every single check.

A Majority -- yeah, majority of 'em.

Q Just like on this packet --

450,000 dollar house and need zero down payment from anybody and zero mortgage money, right?

A Right.

Q So this particular pouch -- this is the way he did business. November 15th of 2012 -- he -- he always talks about himself as T.G. T.G. got 48,000 dollars out of the vault. That's what it says, doesn't it?

A Yeah.

Q Then he says, T.G. spent 23,000 for Christmas, right?

A Right.

Q And then he says January -- January 2013 when the new year rolls over, he does a little balance of what's in this packet and it started out in 2013 for this particular packet. He had 25,000 dollars in cash, right?

A Uh-huh.

Q Then he goes in and puts in on January 1, he pays bills out of it and I don't know that word. Can you help me with that?

A No.

Q You can't read it either?

A I don't know.

Q Okay. Fair enough.

the car business? You -- you were 17 when you started and 61, you do the math --

A Sixty-one.

Q So how many years is that? A lot.

A Probably about -- probably about 45 I reckon.

Q Okay. And in the car business do you file a separate return for your car business, a separate tax return?

A Yeah.

Q And through that you have a tax I.D. number?

A Right.

Q And how was your father's business titled?

A When -- whenever he passed away?

Q Uh-huh.

A Moore's Cars, LLC.

Q Okay. And was that the same name that he used throughout the course of his dealing in the car industry?

A Yes.

Q And Dennis actually worked with him for a period of years. Is that correct?

A Yes, ma'am.

Q Okay. And when we were searching trying to get a paper trail for some of the issues or questions, concerns that you had, we obtained a document from First Bank here in Florence. Is that correct?

A Right.

Q And I'm going to show you this and mark it as exhibit 9.

(Exhibit number 9 marked for identification.)

By Ms. Elmore:

Q And for ease of reference, Phillip, I'm gonna call this the five, two, seven account which is the last three digits on this account. Okay?

A Right.

Q Looking at this, who was -- how was this account -- first of all, when was this account opened?

A This account was opened 4/5 of '13, 4/5 of '13. It was opened up with 458 dollars.

Q And on that document, it indicates it's a new checking account, correct?

A Right.

Q And what is the type of account ownership? In other words, in the second block to

the left, what does it say?

A New and used cars, Florence, South Carolina.

Q And the authorization date is what?

A 4/5 of '13.

Q No, the authorization dated, the next line under Florence?

A The next line, oh. 5/5 of '03.

Q '03.

A Right.

Q And then it was April 5th of 2013.

A Right.

Q And what is the tax I.D. number that is listed there?

A 582676977.

Q And who signed?

A Thomas -- Thomas G. Moore.

Q And that's your father's signature?

A Yes.

Q And were there ever any other owners or signatures -- authorized signatures on this account?

A No.

Q So this would have actually been eight months before your father passed away --

A Right.
Q Correct?
(Exhibit number 10
marked for identification.)
By Ms. Elmore:
Q Let me show you what's been marked as exhibit 10.
Ms. Elmore: Your Honor, I would move exhibit 9 in to evidence.
The Court: Any objection, Counsel?
Mr. Smith: No objection, Your Honor.
The Court: Admitted.
By Ms. Elmore:
Q And I'm gonna ask you if you recognize that? That was provided by Dennis to us and that's a tax return, correct?
A Right.
Q Now, look where the tax I.D. number is. What year is that tax return?
A 2013.
Q Okay. Same year that this account was opened, correct?
A Right.
Q What is the tax I.D. number on the return for Moore's Cars, the document in front of

you, exhibit number 10.

A Right, 58 dash 2676977.

Q So exact tax I.D. number that your --

A Right.

Q -- father was still using, correct?

(Exhibit number 11 marked for identification.)

By Ms. Elmore:

Q Let me show you what's been marked now as exhibit --

Ms. Elmore: And Your Honor, I would move 10 in to evidence as well.

The Court: Any objections?

Mr. Smith: No objection.

By Ms. Elmore:

Q Let me show you what's now been marked as exhibit number 11. That is a check and if you look at the routing number, what are the last two digits at the bottom for this First Bank check, which is number 1021, on an account drawn on Moore's Cars, LLC?

A The routing number you -- the last --

Q The last three.

A The last three? Oh, you talking about the -- the account number, five, two, seven.

Q And have you looked at those -- the entire routing number to determine if it's the same account as exhibit number 9?

A I have and I -- yeah.

Q Okay. Who is this check made payable to?

A Manheim Palm Beach Auto Auction.

Q Okay. And this check is drawn May 20th of 2013?

A Yes.

Q Which is about, what, six weeks after initially opening the account with 458,000 dollars --

A Right.

Q Correct? How much is this check for?

A 83,815 dollars.

Q Are you able to read your father's handwriting at the bottom left under the for -- or on the for line?

A Mercedes.

Q Benz white.

A Benz--- Mercedes Benz white, 2013, S-550, that's the model of it, S-550.

Q How many Mercedes did your father by himself during the course of his life?

A He -- I know of four.
Q He liked a nice car?
A Yeah, he always bought a Mercedes.
Q All right. Let me show you what --
The Court: Is that -- is this...
Ms. Elmore: I'm sorry, Your Honor. And I would move this in to evidence as well.
The Court: Any objection?
Mr. Smith: No objection.
By Ms. Elmore:
Q I'm going to hand you now, Phillip, what is being marked as exhibit number 12.
(Exhibit number 12
marked for identification.)
By Ms. Elmore:
Q And ask you can you identify that document?
A This is the paper where you have to sign for the -- to get a title for -- a South Carolina title.
Q And just for the judge's information as a dealer when you purchase a car, the next thing that happens is you have to apply for a title, correct?
A Correct.

Q Which you have to have in hand to then pass on to a subsequent purchaser.

A Right.

Q Correct?

A Yeah.

Q And in the state of South Carolina, how are you identified as a dealer? Is it by your name or by your number?

A You got to -- by your name, Moore's -- Moore's or either Star -- I'm Star Auto Sales.

Q Okay.

A And he -- he was Moore's Cars, LLC.

Q And are you also issued a dealer's license?

A Right. And you got req--- requirements before that dealer license and you got two papers to fill out just to get you a dealer's license. Anybody can get 'em, but you got to follow to get dealer's license a requirement, two pages to -- from the highway department to get your lic--- apply for your license. The -- the building's got to be a structure of size. The sign, it's got to be visible from the road. You've got to have a right size letter and -- and letters on the sign. There's different requirements that you've got to

have before you even -- if you ain't got that requirements, you can't get your dealer's license.

Q And when you have a dealer's license, how many names are associated with that license?

A You can only run one business out of one -- one number that -- I can't have two businesses up under Star Auto Sales or he -- he can't neither.

Q Okay.

A It's got to be one business.

Q And who was the legal agent for service or through the secretary of state's office for Moore's LLC in the year 2013?

A Who's the legal?

Q Right.

A Well, Dennis -- Dennis Moore, he -- he -- he signed those -- he signed for the license.

Q Okay. So Dennis is on the license?

A Right.

Q And on this document, he signed in section L seeking to have the title issued as a result of payment to this dealer in Florida for 83,000 and something dollars. Is that correct?

A Correct. He -- he needed to get a South Carolina title for this car.

Ms. Elmore: Okay. Your Honor, we would move that in to evidence as well.

The Court: Any objection?

Mr. Smith: No objection.

By Ms. Elmore:

Q And actually, Phillip, on page two of that, the seller information, that's the Coral Gables, Florida dealership. So that --

A That's -- that's --

Q -- that's where he got it from, okay.

A At a auction. And really you don't have to get a South Carolina title if you're a dealer. You just sell to another dealer and the title you got you get a reassignment. You know, if I had a title without -- for this, I don't know.

(Exhibit number 13
marked for identification.)

By Ms. Elmore:

Q Dennis, I'm now going to hand -- I mean, Phillip. I'm sorry. I'm now going to hand you what's been marked as exhibit 13. Exhibit 12 went to the D.M.V. What is this document, exhibit 13?

A This --

Q First -- the first page is what?
A This is a title to a '13 Mercedes dated -- he got it 6/19/13.
Q Okay.
A The date on it.
Q And I believe the prior exhibit showed that he applied May 29th. So then this would have been sent out next, right?
A Right.
Q To --
A To him next whenever you apply for --
Q Now, if you will turn to page two of that exhibit. That first section that's filled out, what is that used for? What information is that calling for?
A It is the -- where it's got -- it's selling to -- where Moore's Used Cars, LLC and -- and Dennis Moore is selling the vehicle to Dennis Moore.
Q And what is the date of that transaction?
A October the 1st of '13.
Q Which is -- your father died on December 20th of '13 --
A December 20th.

Q Correct? So Dennis si--- signed as the agent for Moore's LLC --

A Right.

Q Correct? And transferred the property in to whose name?

A In his name.

Ms. Elmore: Your Honor, we admit that in to evidence. That's exhibit 13.

Mr. Smith: No objection.

By Ms. Elmore:

Q In the car -- in the car industry, once the title is in hand, obviously, on exhibit 13 -- on exhibit 13, the front page shows the titled owner.

A Right.

Q Correct?

A Yeah.

Q To have another title issued, do you have to file a new form 400?

A New form for every title you get.

Q Okay. So let me show you what's been marked as exhibit 14.

(Exhibit number 14
marked for identification.)

By Ms. Elmore:

Q Can you identify that?

A It's a -- it's a -- applying for another title.

Q Okay. Turn with me to page two, section I.

A Okay.

Q And who's the seller?

A Signers of -- of owner, Dennis Moore --

Q No, seller. Who is the seller in section I? Not signature, I'm not there yet.

A Oh, okay. The seller in sect--- in section I?

Q Here's H.

A Oh, yeah. Okay. All right. Okay. In -- Moore's Cars, LLC, West Palmetto Street, Florence, South Carolina.

Q Okay. And who signed that document?

A You want the signature, right?

Q The signature.

A All right. Dennis Moore. Dennis Moore.

Q Did your dad -- dad sign any of these documents?

A No.

Q And whose name did we ultimately find out the vehicle was titled in?

A The third title he got, you know, was -- was in Dennis -- Dennis -- Moore's Cars, LLC and Dennis Moore.

Q Okay. If you...

A I -- like I say, I've been in the car business for 40-some, 45 years, I had never -- I had never seen anything like this before. Never.

Ms. Elmore: That's all the questions I have for this witness at this time, Your Honor.

The Court: Counsel?

Mr. Smith: One second, Your Honor.

C R O S S - E X A M I N A T I O N

Mr. Smith: I'd like to introduce this exhibit 15.

(Exhibit number 15 marked for identification.)

By Mr. Smith:

Q Phillip, could you look at that on page two and tell me what we're looking at?

A It's looking at a -- a paper that says Moore's Cars, LLC. This certifies that Dennis Moore is the registered owner. You want me to finish reading all of it?

Q No, the -- you see that below that, it says the file date and the -- its effective date is 5/5/2003. Is that correct?

A Yeah. Five -- I got 5 of 10 is that what you --

Q On --

A 2003 --

Q I'm sorry. On the second -- second page --

A Oh, second page.

Q Yes, sir. Right there, that date down there, what do you see?

A 5/5/03.

Q Okay. And that's showing that Dennis Moore was actually the owner of Moore's Cars, LLC.

A Correct.

Mr. Smith: Okay. Now, I beg The Court's indulgence, Your Honor.

By Mr. Smith:

Q Do you see your father's name on that anywhere?

A No, I don't see my father's name on it.

Q So that shows that the company is in Dennis Moore's name, correct?

A The dealer's license in Dennis Moore's

name, yes, sir --

Q Okay. And you said being a dealer in South Carolina, there were several requirements.

A Right.

Q Is that right?

A Yeah.

Q And one of them is having the business to buy and sell cars out of?

A The dealer's license, buy and sell -- buy and sell the cars, yeah.

Q And -- and if you buy and sell more than five cars a year, you have to have a dealer's license, don't you?

A It's up to 20 now.

Q It's up to 20 now.

A You got to have 20.

Q Okay.

A You got to sell 20.

Q Okay. So is it your opinion your father was a car dealer after this time?

A Oh, yeah. Yeah.

Q Okay. Now, how is he a car dealer if Dennis' name is on the company? Dennis owns this company, correct?

A Right.

Q Okay. So how was he a car dealer?

A He -- he was a car dealer? The only thing Dennis owned -- I -- I been with my father for 20-some year before I went out on my own. The onliest thing Dennis owned was that piece of paper that he -- that -- that he can claim he owns Moore's Cars, LLC. Every bank account had Thomas G. Moore open it. Every check was signed by Thomas G. Moore all except the ones that he used a stamp for.

Q Let -- does Dennis own a car dealership now?

A Well, I hadn't seen this on -- on paper, you know. I think he's changed his name now to -- to Palmetto.

Q But he is selling cars now?

A Yeah.

Q He's doing that on his own without your father, correct?

A Right, yeah.

Q Okay.

A I reckon he is. I -- I -- I don't know what he's selling or what he ain't.

Q Okay. And on those titles, you see Dennis' name, but not your father's name?

A Right.

Q Okay. So in the car business, when you buy a car and your name goes on the title, is that your car or is that somebody else's car?

A It's the company's car. Moore's Cars, LLC it belongs to or Star Auto Sales -- it's the company's car.

Q Okay.

A And you got to give the company a check for it.

Q Okay. Now, if it's the company's car, it would belong to whoever owns the company. Is that right?

A I would say it belonged to whoever give the check for it.

Q Let me ask you --

A From the bank account.

Q Let me ask it a different way. You have Star Automotive --

A Right.

Q Okay. If -- if Star Automotive goes and buys a car, when they get the title, it says Star Automotive, LLC --

A Right.

Q Does Star Automotive, LLC own that car

at that point?

A It states on the paper, the bill of sale and the paper that -- that he bought it to sell up under Moore's Cars, LLC.

Q Right.

A Or either Star. You can't buy a car up under a dealer's license and to sell it with the individual name. You got to sell it through that company that you bought it up under.

Q Right.

A You know, you can't -- you got to have Moore's Cars, LLC -- it's got to be at -- to sell Moore's Cars, LLC what that dealer license says.

Q Right. But what we are dealing with -- we are dealing with a dealership and dealer licenses.

A Right.

Q We're not dealing with individuals buying and selling cars --

A Right. We -- mostly dealers and at -- and at the auction. And then it was all of T.G. Moore's bank accounts.

Q Would it be safe to say if I handed you 10,000 dollars and said go buy a car and you bought that car, but you bought it under Star

Automotive. And Star Automotive was on that -- that title. Would it be safe to say it's owned by Star Automotive until you sell it to me?

A It's got to be bought in Star Auto Sales or either it's -- and sold in Star Auto Sales.

Q But it would be owned by Star Auto Sales?

A By -- by the dealer's license, yeah.

Q Okay. All right. And again, in -- in 2013, your father had no dealer's license, did he?

A Unle--- he didn't have none -- this here, Dennis signed the -- I reckon Dennis signed the dealer's license. You know, I hadn't -- like I say, I hadn't seen the dealer's license itself, you know, when he signed each year. I'm just telling you what you have to go through with to get a dealer's license. Now, I hadn't -- I -- I didn't see the two pages that he filled out every year. I hadn't seen them.

Q Right.

A The high-- the -- the highway department's --

Q We just have to assume that they got it correct?

A Right. Oh, right. Yeah.

Q Okay.

A To get his dealer's license.

Mr. Smith: Okay. All right. Thank you, sir. I have nothing further, Your Honor.

Ms. Elmore: Brief follow up, Your Honor.

R E D I R E C T E X A M I N A T I O N

By Ms. Elmore:

Q Now, this exhibit -- on this exhibit 15, look on the bottom there. Who signed on the left for this type certificate?

A On the --

Q Who -- who signed on the left?

A Right. Dennis Moore.

Q Well, who signed on the right?

A Dennis Moore.

Q Did -- did your dad sign anything?

A No.

Q All right. Let's talk a little bit about that hypothetical. So if I give you 10,000 dollars and you go to the auction for me, they're gonna use your license to sell that car, right? Because that's how you -- that's your ticket in the door, right?

A I can't buy it without my license.
Q Okay. Then they're gonna issue a title to your company?
A My company.
Q And you don't think I've got an ownership in--- interest? Because I gave you 10,000 dollars. You used my 10,000 dollars.
A You should have an -- yeah.
Q Who paid for that Mercedes?
A You did.
Q No, I'm talking about the one in this issue --
A Oh.
Q Who paid the 83,000 dollars --
A My -- T.G. Moore paid for it. Yeah, with -- with the canceled check.
Q And has Dennis provided a single piece of documentation to show he paid any consideration?
A None.
Ms. Elmore: That's all I have.
The Court: Counsel, anything else?
Mr. Smith: Nothing further, Your Honor.
The Court: I have a question.

The Witness: Okay.

The Court: Look at this for me here. You just said that Thomas Moore paid for that car.

The Witness: Yes, sir.

The Court: That check is out of what?

The Witness: Out of his -- his bank account.

The Court: His who? What does it say on top of there?

The Witness: Moore's Cars, LLC.

The Court: Didn't you just tell me that -- that Dennis Moore was the owner of Moore's Car, LLC?

The Witness: Yeah, but he -- he got several bank accounts that he used with Moore's Cars, LLC to -- to buy and sell his cars. And he -- he bought plenty that -- and bought 'em and sold 'em using Dennis' -- Moore's Cars, LLC.

Ms. Elmore: Your Honor, I can clarify that. I've already got the --

The Court: Okay.

Ms. Elmore: If I may, I -- I appreciate -- Your Honor.

The Court: All right. What do you need?

Ms. Elmore: That's why I brought this board because it does get very confusing.

The Court: Okay.

By Ms. Elmore:

Q Exhibit number 9 is account number five, two, seven of First Bank, correct?

A Right.

Q Who opened that account?

A Thomas G. Moore.

Q Your father?

A Yes.

Q And he used the tax I.D. for Moore's LLC?

A Yes.

Q And who else -- who -- was anybody else on this account?

A No.

Q And this was opened what date?

A 4/5/13.

Q Which was some months before this vehicle was purchased?

A Right.

Q Now, the exhibit that Judge Scott just showed you, which is exhibit 11, which is greater than 83,000 dollars whatever the change value is,

what account is that on?

A O, five -- is that a O or six? O5 --

Q I'm just -- I'm just using the last - let's look at the --

A Last -- last --

Q Compare them for me.

A Last three --

Q Here's the account number up here.

A Right.

Q I tell you what -- I tell you what --

A Five, two, seven was the last one.

Q Right. Well, I tell you what. Read me that whole account number from exhibit 9.

A All right. 851000527.

Q All right. Which is the same exact account number for the check?

A Right.

Ms. Elmore: Let's see, okay. So, Your Honor, it would be our position, 9 and 11 are the same account.

The Court: Okay. Is that all you have there for him?

Ms. Elmore: Yes, sir.

The Court: Now, I -- then I have a question that is somewhat confusing to me. Did

your father operate a business under the name Moore's Cars, LLC?

The Witness: He bought and sold, yes, sir.

The Court: Did he actually have an LLC named Moore's Cars, LLC --

The Witness: No.

The Court: -- registered with the secretary of state?

The Witness: No.

The Court: He did not?

The Witness: No.

The Court: So that was just a doing business as name basically.

The Witness: So he could control his money, yes, sir.

The Court: Okay. Thank you.

Ms. Elmore: Thank you, Your Honor. I call Dennis Moore.

Dennis Moore,

being first duly sworn by The Court, as hereinafter certified, testified as follows:

D I R E C T E X A M I N A T I O N

By Ms. Elmore:

Q You don't dispute the fact that the

dollar-for-dollar currency cash that paid for that Mercedes came all from your father?

A That's right.

Q You never paid a penny for that car?

A No, sir.

Q And at the time that you filed exhibit --

Ms. Elmore: May I, Your Honor? May I reach?

The Court: Sure.

By Ms. Elmore:

Q Exhibit 14 -- well, actually the exhibits -- all of the exhibits related to the filings to issue title, change ownership or do anything related to the own--- to tell the state who is the owner of this vehicle, everything was signed by you. Your dad signed nothing.

A Right.

Q Okay. And in fact you don't really take the position that you own that car when you went to Florida to buy it, do you?

A Yes'm. Yes, ma'am.

Q All right. Then tell me why on page two of exhibit 14 you state that you're gifting yourself that car. Do you see the word gift?

A Yeah.

Q Okay. So at that point, you changed your tune a little bit. You didn't own it; you were having to -- to be gifted it, right?

A Uh-huh.

Q You have to say yes or no.

A Yeah.

Q So you changed your position and you never filed a single tax return that you got a gift from anybody, did you?

A No, sir. No, ma'am.

Q But you have an accountant, right?

A Right.

Q You have an accountant personally?

A Uh-huh.

Q And -- you have to say yes or no?

A Yeah.

Q And you also have a corporate accountant?

A Yep.

Q And you reported to a certified public accountant that you had received a gift and they told you you didn't need to file a gift tax return --

A No. No, I didn't.

Q You didn't tell them?
A No, huh-uh.
Q You knew, didn't you, Dennis, that your dad's health was failing and in fact it was. Because you transferred this in to your individual name so that you could sell it and keep the money?
A No.
Q Only months before --
A No.
Q -- he died.
A No, huh-uh. No.
The Court: Counsel, can you -- can you show me in your notation of gift on here, please? I can't quite find it.
Ms. Elmore: Just for purposes of the record, Your Honor, that's the seller information --
The Court: Right.
By Ms. Elmore:
Q And Dennis, just for clarification, Moore's Cars, LLC, with the same tax I.D. number that is on --
A That's my tax number, yeah.
Q I understand that, but --
A Yeah. Yeah.

Q -- it's the same tax I.D. --
A Yeah, my tax -- my tax I.D. number.
Q I understand that.
A Okay.
Q But it's the tax --
A Yeah, but I mean, let's get it straight, my tax I.D. number.
Q Okay. Well, I'm gonna let you explain your answer --
A Okay. Okay.
Q But you agree with me that that's the same tax I.D. number for number 9?
A Right.
Q Which is an account in the name of Moore's Cars, LLC.
A Right. That my father opened up with --
Q Your father opened.
A That my father opened up, yeah.
Q In April -- April 5th.
A Right.
Q And then in May he wrote a check for the full amount of the car?
A Right.
Q And then you told the state that

Moore's Cars was gifting you that vehicle?

A Right.

The Court: Counsel, I'm a little confused. You need to straighten me out here.

Ms. Elmore: Judge, it is confusing.

The Court: The Moore's Cars, LLC that was opened on 5/5/2005, I was under the understanding that Mr. Dennis Moore was the own--- was the individual who opened that LLC or opened that business.

Ms. Elmore: Your Honor, I -- I believe that if Counsel doesn't mind me trying to summarize it, I -- I think that -- one of the things that's not disputed is Moore's Cars, LLC has operated for years --

The Court: I understand that.

Ms. Elmore: -- through T -- through the decedent and then later --

The Court: I'm talking --

Ms. Elmore: -- was acquired by this witness.

The Court: I'm talking about the LLC filed with the secretary of state and the documents that you have submitted for that filing. I was under the impression that they were all

instituted by Mr. Dennis Moore in the name of Mr. Dennis Moore.

Ms. Elmore: Mr. Dennis Moore is the corporate member.

The Court: Right.

Ms. Elmore: However, Mr. T.G., the decedent, never stopped doing business as --

The Court: Okay. That's all right. That's okay.

Ms. Elmore: -- opening accounts, using the tax I.D. number, buying and selling cars. He just never stopped that activity.

The Court: I understand.

Ms. Elmore: In fact, just to clarify further, Your Honor --

By Ms. Elmore:

Q Dennis, we have provided you with a number of checks that continue to show that pattern and I'm gonna ask you -- what, essentially, as I understand it -- we went round and round about this before when you tried your best to educate me. Your father paid for a lot of cars all the way up through 2013 before he died.

A Right. But my father never bought no cars at no auction sales. My father never sold no

cars at no auction sales.

Q Because he --

A I -- I was the one that done it all.

Q He couldn't go because the license was in your name?

A No, he went.

Q But I mean, your li--- your -- your name was the name on the license?

A That's right.

Q Okay. But it was his money that was being used at times to pay for cars?

A Well now, not really because see when you buy the cars there you have to use an I.D. card to even buy it.

Q Right.

A Right. When I bought this Mercedes here, right here, with my I.D. card, my father could have told me one hour later, Dennis, you know what? I don't want that car. I -- I'm not gonna take that car. And you know what, Kathy? I would have had to pay for it. Because you know why? It was billed to my company. It's got my -- my name on it. It's got where I signed it. It's got my telephone number on it. So if my father would have told me one hour later after we

purchased that car, I don't want it, I would have had to buy it.

Q But --

A Because every car was bought with this here dadgum I.D. card.

Q But the fact of the matter is that didn't happen and instead, he gave you cash money?

A No, he didn't give me no cash. He give me his check.

Q Check, cash --

A But I'm just saying -- okay, well, whatever. But I mean, I'm just saying, I bought the car with my I.D. card. It is billed to me. It is billed to Moore's Cars, LLC. It's got Michael Dennis Moore on it. It's got my telephone number. And it's got Dennis Moore as the purchaser. Now, if my father would have told me one hour later that, Dennis, I don't want that car. You know what, Kathy? I would have had to pay for it because it was in my company's name with my telephone number and everything on it.

Q Sir, let's go ahead and mark this as exhibit -- I don't want to take all your paperwork. The document, exhibit 16, that you've just been testifying about, what is the date on

that document?

A 5/29/13.

Q And what is the date that your dad gave you his cash money to own that car?

A 5/29/13.

Q Thank you.

Mr. Smith: What is that, Kathy?

The Court: Is that the check?

Mr. Campbell: He just had that paper-clipped to that document.

Ms. Elmore: And I'd admit that as well, Your Honor. That's all the questions I would have. Thank you.

Mr. Smith: Your Honor.

The Court: Okay.

C R O S S - E X A M I N A T I O N

By Mr. Smith:

Q Dennis, we've been through this over and over. But just to make sure, your father stopped selling cars through the dealership in 2003. Is that correct --

A Yes, sir.

Q All right. And at that time -- before that time, did he have an LLC set up through the secretary of state?

A Yes, sir.

Q All right. And if The Court were to look and --

Mr. Smith: Your Honor, I apologize. We had this printed up, but it got lost in the shuffle.

By Mr. Smith:

Q But if The Court were to pull it up through the secretary of state website, would they see that your father closed down that LLC in 2003?

A Yes, sir.

Q And that was before you opened it in -- in May of 2003, correct --

A Yes. Yes, sir.

Q All right. Now, did your father work for you at Moore's Cars, LLC?

A No, he just -- he come to place sometimes, I mean, you know, and just hang -- hang around and stuff.

Q Okay. Was he a partner or a member of the LLC?

A No, sir. No, sir.

Q Was he a paid employee?

A No, sir.

Q Okay. Did you buy cars through your

business with your own checking account?

A Yes, I did.

Q Okay. And you did that through the company?

A Yes, sir.

Q All right. And your father would occasionally ask if he could pay for some of those cars?

A Yes, he did.

Q All right. And sometimes he wouldn't even go to the sales, would he?

A That's right. Yes, sir.

Q Now, we've already established you are the one that bought this car, this Mercedes in 2013.

A Yes, sir.

Q Okay. It was titled in your name, transferred to you from you. Is that correct?

A Yes, sir.

Q All right. Now, the reason the first title was done, can you tell us why -- why that title was applied for?

A It had repo papers with it and my father wanted to get a South Carolina title for it.

Q Okay. Is that -- that's a typical practice among car dealers, isn't it?

A Right. If it's got repo papers with it, we -- we get titles for 'em.

Q I understand.

A Some of 'em.

Q All right. Now, there was another -- and through all these exhibits, I think it was shown. I'm not 100 percent sure. There was another application for a title that was done, I believe, in November. Is that correct?

A Yes, sir.

Q All right. And what was the reason for that? Was that because you changed locations or --

A Well, I moved from 1827 Trade Street over to 2222 West Palmetto Street.

Q Okay. Now -- now, we've taken the position, it's your car, you transferred it to yourself.

A Yes'm.

Q Okay. In the event that -- had -- that was your father's name on that, transferring it as a gift to you, would that have been unheard of?

A No, sir.

Ms. Elmore: Object to the form of that question, Your Honor. That calls for speculation with lack of foundation.

Mr. Smith: Okay. I'll -- I'll rephrase that, Your Honor.

By Mr. Smith:

Q Dennis, had your father ever given a -- a car to someone?

A Give cars to someone?

Q Yes.

A Oh, he's give cars to plenty of people.

Q Okay. Has he ever given a car to anybody in here?

A Yes, sir.

Q Okay. Other than yourself?

A Yes, sir.

Q Okay. Who has he given a car to?

A He's give Linda a car.

Q What kind of car did he give her?

A He give her a 2007 or '08 Ford Taurus.

Q Okay. Did he give anybody else a car?

A Yeah, he give Tammy Jackson a car.

Q Okay.

A He give my first cousin -- he give him a car.

Q Okay.
A He give the church a 15-passenger van.
Q Okay.
A So I mean, you know, I'm not the only one that he give, you know, cars to.
Q All right.
A There was...
Q But we -- we have established that this was bought by you and your company, correct?
A Right.
Ms. Elmore: Objection, Your Honor. I mean, that's for The Court to decide as to what they've established.
By Mr. Smith:
Q Our position is that you bought this car yourself through your company. Is that --
A Yes, sir.
Ms. Elmore: Same objection, Your Honor.
The Court: I mean, that's --
Mr. Smith: I said, our position.
The Court: The evidence -- we have in evidence that it's been admitted that the car was bought in the name of Moore's Car, LLC, that the day it was bought the owner of Moore's Cars, LLC

was Mr. Dennis Moore. What else do we need to establish?

Ms. Elmore: I'm just arguing over the fra--- the form of the question as far as what they've established.

The Court: Well, that -- that much has been established, right?

Ms. Elmore: Well, the money that bought it was a Moore's Cars' check.

The Court: Well, I understood the question --

Ms. Elmore: Moore's Cars, LLC.

The Court: That's a different question -- different question about the money. But the fact of the matter was the car was bought.

Ms. Elmore: Yes, sir. I mean, I think the documents, you know, speak for themselves.

The Court: Okay. All right.

By Ms. Elmore:

Q Dennis, it's also our position that the whole time it never left ownership of the dealership, did it?

A No, sir.

Q All right. And you sold the car before your father passed away. Is that correct?

A Yes, sir.

Q All right. And when you sold the car, it was the dealership that sold the car, wasn't it?

A Yes, sir.

Q And that money went back to the dealership?

A Yes, sir.

Q Your father did drive that car, did he not?

A Yes, sir.

Q Okay. Now, Dennis, let me also ask you -- let me hand this up to you.

Mr. Smith: What number are we on?

The Court Reporter: Seventeen.

(Exhibit number 17 marked for identification.)

By Mr. Smith:

Q Now, Dennis, did your father ever -- or excuse me. Have you ever bought any other Mercedes through your business that your father paid for?

A Yes, sir.

Q All right. What are you looking at there?

A Here's one that I had bought and -- and then paid 46 five for and then I had sold it over there at the auction sale.

Q Now, when was this done? Was that --

A It was done three--- 3/5/12.

Q Okay. Is it any -- has anybody questioned if that's part of the estate?

A No, sir.

Q Okay. But you purchased it the same way --

A Yes, sir.

Q Is that right?

A Yes --

Q And you sold it the same way?

A Yes, sir.

Q Through Moore's Cars, LLC?

A Yes, sir.

Q Your father drove this car?

A Yes, sir.

Q Okay. If this isn't being questioned by the estate, do you know why --

Ms. Elmore: Your Honor, I'm gonna object --

Mr. Campbell: Objection.

Ms. Elmore: -- to him asking opinions

as if one thing isn't questioned why the other. We haven't even seen this document before. That's not a proper question.

Mr. Campbell: Speculation as to what --

Ms. Elmore: And I know everybody's trying to --

Mr. Campbell: -- what our client's --

Ms. Elmore: -- move along.

The Court: That's sustained.

Mr. Smith: Okay. I have no further questions, Your Honor.

C R O S S - E X A M I N A T I O N

By Mr. Campbell:

Q Why would your father give you 83,000 dollars to buy a car?

A Why?

Q Uh-huh.

A Well, that's the car he wanted.

Q For himself, right?

A Right.

Mr. Campbell: No questions.

The Court: I'm just trying to make sure my notes are correct. When -- when did your father close down his Moore's Cars, LLC? In what

year?

The Witness: He done it in 2003. Gary Crawford handled it and then I went in business after he went out.

The Court: Okay. Now, the car -- the Mercedes that you're talking about there --

The Witness: Yes, sir.

The Court: -- that was purchased with your father's money, what year was that?

The Witness: It's a 2011.

The Court: 2011?

The Witness: Yes, sir.

The Court: It was purchased in 2011.

The Witness: No. No. It was purchased in 2012, but it's a 2011 Mercedes.

The Court: Okay.

The Witness: Yes, sir.

The Court: All right. I have no further questions.

Ms. Elmore: Just -- just briefly, Your Honor.

R E D I R E C T E X A M I N A T I O N

By Ms. Elmore:

Q Actually, Dennis, we've never seen this, have we? You've never provided this to your

attorney before today?

A No, my attor--- no. No, that's right.

Q So how many other Mercedes did your father pay for that you then sold and pocketed the money?

A Oh, no. I didn't pocket the money. Matter of fact, I got -- I got his deposit slips with me if you need them.

Q Well, you understand, nobody's trying to tell you you don't own your business. We're just trying to claim --

A No, you trying to say that I --

Q -- as far as personal assets --

A -- wait a minute. Whoa. Whoa. That ain't what you said. You asked me how much did I -- how many cars did I sold that I pocket the money. That's what you just asked me. I didn't pocket the money 'cause I got deposit slip where he put it in his account. So I didn't --

Q For this?

A Right.

Q For this white Mercedes?

A Right.

Q So in other words, you bought it and when you sold it, you paid him back?

A Right.

Q Okay. So it's the same thing then, isn't it?

A No. No.

Q You -- you bought a car down there and then you moved it into your name individually --

A Every one of his cars was --

Q -- and then sold it.

A Every one of his cars was in my name. Like I told you at your office, we can sit here and go all day on this here, but every car that my father ever owned was in my name.

Q But with this one when you sold the car he had been driving around, you paid him the money.

A Right. He paid the money. Right.

Q He paid for the car and then you sold the car and you paid him his money.

A Right. I gi--- right.

Q Okay. But that's not what happened with the 83,000 dollar Mercedes. Your father gave you the money. You bought the car. The car was in the name of Moore LLC, you then sold the car and you took the money.

A Right, but it was in my name. That's

right.

Ms. Elmore: No further questions, Your Honor.

Mr. Smith: Your Honor, I do have --

The Court: Okay.

R E C R O S S - E X A M I N A T I O N

By Mr. Smith:

Q Dennis, from what you're looking at there, is there anything on there that says it was purchased as a gift?

A No, sir.

Q All right. Was it transferred to you as a gift?

A No, sir.

Q All right. However the one from 2013, it did have that it was transferred as a gift, did it not?

A Yes, sir.

Q Okay. So that is a difference between this car and that car, is it not?

A Yes, sir.

Q I believe you were asked the question, why would your father have given you a 83,000 dollar car. Was that correct?

A Yes, sir.

Q Do you know why your father would have given anybody a car?

A Well, I mean, he gi--- like I say, he give a lot of people cars. I mean, it's not just me. I mean...

Q Was that for -- was that any of your concern why he --

A I mean, it -- it wasn't my money.

Q Right.

A I can't tell my father what to do with his money. That was his money. I mean, I -- you know, regardless who he give cars to or regardless who he wrote checks to, I mean, I can't tell my father what to do with his own money.

Q And just -- just to reiterate, your father did have a checking account titled Moore's Cars, LLC.?

A Yes, sir.

Q That -- was that your account?

A No, sir.

Q Were you a part of that account at all?

A No, sir.

Q All right. Did you instruct your father to take that account out using your I.D. number?

A Well, I didn't know he had the I.D. number.

Q Okay. When did you find out about this?

A When Kathy and them told me when we had that deposition.

Q Okay.

A I never know nothing about he -- I never know that he was using my I.D. number until -- until they said something at the deposition about it. Did I -- did I know that -- that my father was using my I.D. number? No, I didn't.

Q So whether it was right or wrong, you didn't know anything about it.

A I didn't know nothing about it when he was using my I.D. number.

Q Okay. But you were doing things the right way through your --

Ms. Elmore: Objection, Your Honor.

The Witness: Yes, sir. Yes, sir.

Ms. Elmore: I mean, he -- that's a -- that's a --

The Court: Strike.

By Mr. Smith:

Q When you purchased cars using your I.D.

number, were you doing that legitimately --

Ms. Elmore: Objection, Your Honor --

The Witness: Yes, sir.

Ms. Elmore: I mean, that's vouching for his witness and it's an improper question.

Mr. Smith: Nothing further, Your Honor.

The Court: Mr. Moore.

The Witness: Yes, sir.

The Court: This exhibit 14 that we've looked at, who filled all that paperwork out?

The Witness: The lady over there at the auction.

The Court: Okay. And she's the one that wrote -- wrote gift on there?

The Witness: Yes, sir.

The Court: Okay. And was your father at that auction?

The Witness: No, sir, he wasn't at the auction.

The Court: Okay. I have no further questions.

Ms. Elmore: No further questions, Your Honor. Have you heard enough about the Mercedes?

The Court: Oh, I think so. Want to

take a break here?

Ms. Elmore: I told you it was hotly contested.

Mr. Stewart: Yes, sir.

The Court: Let's take a break here.

(WHEREUPON, A BREAK WAS TAKEN FROM THE PROCEEDINGS.)

The Court: Just for clarification purposes, this exhibit 16, for Mercedes, is -- is that the subject car or a different car?

Ms. Elmore: That's the receipt for the day it was purchased.

The Court: Okay. I thought we had something he testified to with regard to another Mercedes.

Mr. Smith: We did, Your Honor.

Ms. Elmore: It's on this one. Did we admit that one?

The Court Reporter: It's exhibit 17.

Ms. Elmore: It's exhibit 17. Oh, it's written right down here.

The Court: Do you have 17?

The Court Reporter: I don't have it.

The Court: Well, that's it right there. All right. Let's go to the one-sixth

interest. This is in the Richland County property I believe.

Mr. Smith: No, sir.

The Court: Oh, that's one-half. One-sixth is in the will, the extra one-sixth in the will.

Ms. Elmore: Your Honor, I -- we would defer to the personal representative since he's actually making the claim and then we'll defend on the claim.

The Court: Okay.

Mr. Smith: Your Honor, I call Dennis Moore.

The Court: Mr. Moore, you're still under oath, just have a seat.

D I R E C T E X A M I N A T I O N

Mr. Smith: I'll have this entered in as number 18 I believe.

(Exhibit number 18 marked for identification.)

By Mr. Smith:

Q I've got a copy of the will there.

A Yeah.

Q Dennis, can you tell everybody what you're looking at?

A I'm looking at my father, Thomas G. Moore's, will.

Q Okay. And on the next to the last page, could you tell The Court what the date is that your father signed that will?

A The last page here?

Q Next to the last.

A Next to the last page. September the 27th, 1999.

Q Okay. Now, under item seven in the will, could you read to The Court what it says the first two paragraphs?

A I do hereby nominate constitution of appointment by my beloved son, Michael Dennis Moore.

The Court: Hold on a minute.

Mr. Smith: I might be in the wrong section.

Ms. Elmore: No, you're in the right --

Mr. Stewart: He -- he's reading eight.

The Witness: Oh.

By Mr. Smith:

Q Well, no I meant seven. Go ahead with seven. Oh, you weren't reading seven. I apologize.

A Seven?

Q Yes, sir.

A Okay. In the event of my wife should precede me in her death and mine occur something -- or as a result of a common accident or a disaster, then each of my children are to receive one-sixth of estimate. It is my wish and desire, that I do not want to be put into a nursing home -- a nursing or retirement home. I will ask if it is possible for one of my children and grandchildren to come in and live in my home and take care of my -- take care of me in my old age when I'm -- when I may need someone to take me to the doctor or other places. I may want to go -- how -- whoever does -- whoever does so until I am deceased will at that time of my death receive one-sixth of all of my estate which I have at the time of my death. This pre--- presents one-sixth of my estate which is to be shared equally with a one-sixth to my other five children. In the event none of the children or grandchildren are able to take care of me in such manner, then I will request that -- that my son, Dennis Moore, the personal rep--- the personal representative of the estate to hire someone to keep my home and look

after me and be paid a reasonable amount weekly in funds and this will is made the six-way division of my estate in such event my five children will split my estate in pro--- five different ways.

By Mr. Smith:

Q Dennis, I apologize for that. I know that's tough. I know it's tough for all of you. What you just read, it said each child will get one-sixth of the estate if your mother passed away before your father. That's correct?

A Yes.

Q Okay. It also says your father did not wish to be in a nursing home or retirement home. Is that correct?

A Yes.

Q Okay. In that will, did your father state if it is possible for one of the children or grandchildren to come live in his home and take care of him?

A Yes, sir.

Q All right. Take him to the doctor or places he wanted to go?

A Yes, sir.

Q And that person would receive one-sixth of the estate as well. Is that right?

A Yes, sir.

Q Okay. Dennis, after your mother died in 2010, did you take your father to the doctor?

A Yes, sir. And me and Phillip stayed with my -- after my mother passed away?

Q Yes.

A Yeah, after my mother passed away, yeah, I took him to the doctor. Took him different places.

Q Okay. Did you ever take him to M.U.S.C. to the doctor?

A Yes, sir.

Q Okay. Did you take him places he wanted to go like he stated in his will?

A Yes, sir.

Q All right. Did you ever stay in his home with him?

A Yeah, I stayed in there some weekends and stuff with him.

Q Okay. Did you ever stay there during the week?

A Sometimes when Tammy Jackson wouldn't stay, I had to stay.

Q Okay. Now, did you ever move into the home permanently with your father?

A No, sir.
Q All right. And why was that?
A Well, he had Tammy Jackson staying there with him and then I -- like I say, I stayed weekends and sometimes she -- she didn't -- I mean, she couldn't -- some nights she -- maybe she couldn't stay and she -- I had to substitute for her, but I -- I never moved in with him.
Q Now, did your father live near to you?
A Yes, sir, we lived -- Forest Lake.
Q How far away was his home from yours?
A It was right beside mine.
Q Okay. So you were able to go to his home regularly?
A Yes, sir.
Q Okay. Did he ever live close to you any other time?
A Yes, sir, I -- I moved four times and he moved four times. He's always stayed beside me.
Q Okay.
A Or in front of me, all four times that I've ever moved.
Q Okay. Dennis, you were married the whole time after your mother passed away when you

were helping care for your father. Is that right?

A Yes, sir.

Q Okay. Did your wife ever give you a hard time about not being at home?

A Well, she'd just ask me when was I coming home.

Q Okay. Would you eat with your father regularly?

A In two years, I don't think I never ever -- I might have, but I don't think I did, I don't never -- we went out to eat every night around 6:30 or 7:00 and I don't think I missed a night, I don't believe, in two years. I didn't say two days, now, I said two years that me and him went out to eat at different places.

Q Did you go on vacation with your father?

A Yes, sir.

Q Okay. Y'all were pretty much inseparable?

A Yes, sir.

Q During those two years, would you say that?

A Yes, sir.

Q Okay. Now, did it put a strain on your

marriage?

Ms. Elmore: Your Honor, just for the -- the nature of the hour, I hate to object, but the relevance as to what's going on in his marital home is of no consequence as to interpreting this specific provision and the facts that support his claim.

Mr. Smith: Your Honor, I am using it actually to -- to show why my client did not move into the home with his father as the will asked --

The Court: I will allow it.

By Mr. Smith:

Q Was there a -- a strain on the marriage --

A Yes, sir.

Q -- because of your involvement? Okay.

A Yes, sir.

Q Did you feel it would cause problems with your marriage had you moved in permanently with your father?

A Well, I believe if I'd of moved in permanently, I probably wouldn't have had a wife.

Q Okay.

A I reckon. I mean, I don't -- I don't know.

Q Okay. So if he needed something, you were there and you could have helped him?

A I was right beside him.

Q Okay. And you were with him every night?

A Yes, sir.

Q Okay. And you were with him every weekend?

A Yeah.

Q Okay. Based on all of that, Dennis, do you feel like you satisfied those requirements set forth in the will and provided to your father?

A Yes, sir.

Mr. Smith: Okay. All right. I have nothing further, Your Honor.

C R O S S - E X A M I N A T I O N

By Mr. Campbell:

Q Dennis, I apologize that you're upset and if you need to stop, just tell me.

A No, I'm good.

Q My intention is not to stop -- not to cause you to get upset.

A I'm good.

Q When you started testifying, you testified that you stayed with him on weekends,

Q Now, the will stated your father wanted one of his children or grandchildren to take care of him and keep him from moving into a nursing home. Is that correct?

A Yes, sir.

Q All right. Did your father ever move into a nursing home or retirement home?

A No, sir.

Q All right. Were you able to care for him living beside him as he wished in his will?

A Yes, sir.

Q You were able to do that without actually moving into the home?

A Yes, sir.

Q All right. Did you yourself -- because someone was unable to go in and care for him, did you yourself ever go and hire somebody at a reasonable weekly rate like the will provided? Did you have to do that to take care of him?

A Well, I mean, he -- he -- he was the one that got Tammy Jackson to help him. I mean, I didn't do it, he did.

Q Did he -- did he hire her because he had to have her help because you couldn't help?

A No, sir.

nights and that Tammy Jackson generally stayed with him on weeknights. Of course, there were exceptions, but that that was the general pattern?

A Uh-huh, yes, sir.

Q Okay. Just a minute ago you said you stayed with him every night and every weekend --

A Not -- no. No, not every night. No.

Q Okay.

A No.

Q Tammy Jackson spent the night a lot, right?

A During the week and then sometime she couldn't stay and I had to stay --

Q Sure.

A -- you know, when she couldn't stay, but I stayed about every weekend.

Q Okay. All right. And your father paid Tammy Jackson, right?

A Yes, sir.

Q Okay. And your father paid you to stay, too, didn't he?

A No, sir.

Q Never?

A No.

Q Never paid you to stay?

A No, sir.
Q Never once?
A Not as I know of.
Q Let me show you a set of checks and you can take a minute to look through those if you'd like. These are all payable to you, are they not?
A Yes, sir.
Q And they're all signed by your dad, are they not?
A Yes, sir.
Q And some of 'em have notations on them, don't they?
A Yeah, some of 'em do.
Q Some of them say things like for work, right?
A Right.
Q Some of them say things like to the help, right?
A Right.
Q And some of them say things like keeping T.G., don't they? Check 4443.
A Yeah.
Q So he did pay you to stay over there, didn't he?
A Well, these checks says yeah. Yeah.

Q Because he didn't want any of his children to give him a free ride, did he?

A No, he didn't want --

Q That's --

A -- nobody.

Q He wanted -- he wanted to pay for work done, didn't he?

A Right.

Q And other people tonight have testified that he paid them when they kept him or kept your mom when she was sick, didn't they?

A Right.

Q That's how he operated, wasn't it?

A Yes.

Q So you worked really hard for him during those years, didn't you?

A 2012 and '13, you -- yeah, you better believe it.

Q You spent a lot of time over there, didn't you --

A You better believe I did.

Q And he paid you for it, didn't he --

A Not -- now, he didn't pay me for all of it. No, he didn't.

Q But he paid you a lot?

A Yeah, he -- he paid me, but he didn't pay me a lot. Because this little bit of money here going down to Duke's hospital four or five times -- I mean, one time at Duke's hospital, four or five times down there in Charleston down there. The last two months, November and December of 2013, I stayed with him day and night.

Q Okay.

A 2013 day and night.

Mr. Campbell: I move to admit these checks in to evidence as exhibit number 19.

(Exhibit number 19 marked for identification.)

By Mr. Campbell:

Q Now, that will you were quoting earlier that you've got in your hand right there --

A Yes, sir.

Q It makes a distinction between a situation where somebody comes to live with him and where somebody gets paid to take care of him, doesn't it?

A Right.

Q It's a different situation, isn't it?

A Yeah, I reckon. Yeah.

Mr. Campbell: Okay. I don't have any

other questions. Thank you.

C R O S S - E X A M I N A T I O N

By Ms. Elmore:

Q So you acknowledge, Dennis, that you did not come in and live in his home?

A No, sir. No, ma'am. I did not --

Q I mean, you agree with that statement --

A Yeah, I did not live with him. No, ma'am.

Q Which is clearly what he says in his will in item --

The Court: The will speaks for itself.

Ms. Elmore: I beg your pardon?

The Court: The will speaks for itself.

By Ms. Elmore:

Q Let me refer you to item two on the first page.

A Uh-huh.

Q Your father, as the judge said speaking for himself, says for and in consideration of the mutual bequest between my spouse and myself, it is clearly and unequivocally understood between us and the personal representative named here and after that this my last will and testament is to

be carried out exactly as it has been written.

A No.

Q And you haven't satisfied the criteria for moving in, have you?

A Well, I didn't -- now, if you're asking me did I stay in there all the time? No. But every weekend? Yes, for two years. The -- was I the only one took him to the hospital? Yes, I was the only one. Was I the only one in the last two months when he would ride in the ambulance, they would come and get him? Yes, I was the one. So I mean, you know, but I mean, as far as me living -- living in with him --

Q So --

A -- perm--- no. No. No, I didn't.

Q You essentially -- you did more than Linda Moore, right?

A Yeah.

Q But Linda took care of him?

A Yeah, Linda stayed there some, yeah.

Q And she's here today?

A Right.

Q You did more than Phillip?

A Right.

Q But he took care of your dad, too.

A Well, Phillip wasn't even around in 2012 and '13.

Q But I mean, what you're saying is you did more than he did?

A Oh, yeah. Yeah.

Q You did more than Thomas?

A Right.

Q But Thomas came and helped sometimes, too.

A Right.

Q You did more than Prissy or Elizabeth Little.

A Elizabeth, yeah.

Q But she came and took care of him, too.

A She stayed some, yeah.

Q And you did more than Tammy Jackson?

A Right.

Q So the whole basis for your claim is you want an extra percentage of this estate that your father painstakingly divided evenly between his children because you feel like you did more than the rest. That's the basis, right?

A Well, I -- no -- no. I know I done more than everybody put together really.

Q But that's --

A Be--- because I mean, you know, just like November, December of 2013, I was the one staying with him. He was up at the hospital up there I stayed with him. Week after week I mean, you know, I'm the one stayed with him. So I mean, is -- is that worth something? I mean, you know...

Q I -- I just want to make sure the record and the judge is clear on your position.

A Right.

Q But you -- you feel you're entitled to more of the estate because you did more. Not that you did what your dad asked in the will, but --

A Well, now, if you're ask---

Q -- because you did more.

A No, if you ask me this -- I've stayed there every -- all week long. I'm -- I'm telling you no.

Q You didn't live with him.

A I didn't live with him, no. No.

Ms. Elmore: Thank you. That's all that I have, Your Honor.

The Court: Anything further? Mr. Moore you may --

Mr. Smith: Nothing further.

The Court: -- sit down. All right. Next on my list is the Richland County property I believe.

The Court Reporter: I need that exhibit. Thank you.

The Court: All right. Who's going to take the lead on the Richland County property?

Mr. Campbell: I will, Your Honor, if I may have one second.

The Court: Yes, sir.

Mr. Campbell: While she's finishing, Your Honor, if I may get that exhibit that was provisionally admitted earlier. It was an envelope.

Ms. Elmore: Your Honor, for purposes of the record just for clarification and I think I'm right on this, but I want to make sure before we go forward. Other testimony that's been offered that goes to another issue, we're not bifurcating all of these. Like my client's already testified that he helped take care of him and was over there --

The Court: Whatever testimony is on the record will be considered.

Ms. Elmore: Thank you, Your Honor. I

just didn't want to waste The Court's time in calling my client again.

Mr. Campbell: I call Thomas Moore to the stand. This is on the Richland County issue.

Thomas Moore,

being first duly sworn by The Court, as hereinafter certified, testified as follows:

D I R E C T E X A M I N A T I O N

By Mr. Campbell:

Q Thomas, you've already introduced yourself to The Court so I'm going to just dive right in to it. At the time your father died, did he have an interest in property in Richland County?

A Yeah, uh-huh.

Q What kind of property was that?

A It was a five-acre tract right in front of the pastor's house across the road from the pastor's house.

Q What pastor?

A Lester -- Les--- Reverend Lester P. Moore.

Q Okay. And he was the pastor of what church?

A Horrell Hill Baptist Church.

Q Okay. And is that kind of out in lower Richland County?

A Yeah, uh-huh.

Q And is he related to y'all?

A Yeah, he's my uncle. He's my da--- father's brother.

Q Okay. The pastor?

A Yeah, uh-huh.

Q Did y'all go to that church?

A Twenty-two years.

Q Okay. When I say y'all, I should have clarified. Did -- did you go to that church?

A Yes, we drove 5500 miles a year to that church.

Q Did your parents go to that church?

A Yeah, uh-huh.

Q Did any of your siblings go to that church?

A My brother went with my father and mother.

Q Your -- which brother, for the record?

A Dennis.

Q Okay. Did anybody else go to that church?

A No, sir.

Q Okay. Did your children go to that church with you --

A Yeah, uh-huh.

Q Okay. And I believe your father had a pretty exemplary attendance record at that church, didn't he?

A Yeah, uh-huh.

Q Okay. How good was his record?

A His record was impeccable.

Q He only missed one time in about 30 years, didn't he?

A Yeah, uh-huh.

Q And did you have any kind of particular role in that church?

A I was the assistant pastor for 12 to 15 years.

Q Okay. And who were you the assistant for?

A Reverend Lester P. Moore.

Q Your uncle?

A Yeah, uh-huh.

Q Okay. And was your daddy a member of that church while you were the assistant pastor?

A Yeah, uh-huh.

Q And was your mom a member of that

church while you were the assistant pastor --

A Yeah, uh-huh.

Q Okay. And did they help found that church?

A Pardon?

Q Did they help found that church?

A Yeah, uh-huh.

Q Tell me about what they did to get that church going.

A Well, they had an older church over on Leesburg Road. They put that one up for sale then they -- my uncle -- the land came up for sale across in front of his house. There were three acre five-acre tracts and he bought one of those -- my father and my uncle bought one of those tracts for 15,000 dollars. And me, my uncle and my father, we walked that five acres one Sunday afternoon and we decided to go ahead and purchase it and we started building, you know, going out and trying to get building funds, you know, to help build the church and in the situation of that. And they finally got enough money out of the other church to start the foundation and, you know, to dry the church in.

Q Okay. And is that where the church

operates --

A Yeah.

Q -- still? Okay. And so at the time of your father's death, who owned the property where the church is?

A At the time -- my father and my uncle.

Q Half and half?

A Yeah, half and half.

Q Okay. And there was testimony earlier that there was a document found with his will in his house, correct?

A Right.

Q Okay. And can you identify this document?

A That's the front of the envelope to which the letter he left about the -- the church whenever -- who -- he passed away and what would occur to the church after he passed away.

Q And that's what was with the will?

A Yeah, uh-huh.

Q And whose handwriting is that on that envelope?

A That's my mother's handwriting.

Q Okay. And what's the nature of the contents of that? What is the effect of the

writing that was inside the envelope?

A That after his -- after his deceased that he would -- would want the church transferred to me, his elder in the son, who was the assistant pastor of that church for so many years to watch -- to have the care of the church and if the church was to ever be sold or either rented, you know, and that -- and that's the necessity of whatever they done with it. It was to be, you know, to -- to go to me, you know, while it still existed.

Mr. Campbell: Okay. Your honor, I would move to fully admit this document as a portion of the will under the doctrine of integration that it being located with the will as presumed to have been present at the time of execution. And we would move that this is to be considered as part of the will and as one provision of disposing of some of the decedent's property. So I would move to admit it in to evidence fully as exhibit number 4.

The Court: No objection?

Ms. Elmore: Are you asking him or me?

The Court: I'm asking him.

Mr. Smith: Your Honor, we object to

that.

The Court: You object?

Mr. Smith: Yes, sir.

The Court: On what basis?

Mr. Smith: On that was not a part of the will itself, Your Honor, and it -- had the will wan--- had Mr. Moore wanted that to be in the will, we believe he would have had it in the will.

The Court: Okay.

The Witness: But my brother took it out before the will was read to all five of us.

The Court: Hold on.

Ms. Elmore: Your Honor, I object on the basis that by this witness' testimony, the handwriting on the front of the envelope that contained the document is Mrs. Moore's handwriting who was deceased as of 2010. If it was found with the will, then presumably, the decedent himself was well aware of the document, knew the contents, had every opportunity over a three-year period to do a codicil, redo his will and do the things that are necessary to formalize what his testamentary desires were to satisfy the statute. So for those reasons, I respectfully object.

The Court: Do we have any testimony

about whose handwriting that letter's in?

Ms. Elmore: It's typed, Your Honor.

The Court: It's typed?

Ms. Elmore: And it's not signed and it's not dated.

The Court: Okay.

Ms. Elmore: The only testimony in the record that was contained in an envelope that the --

The Court: All right. I'm going to -- I am going to withhold a ruling on this point and I will let Counsel submit their memorandums of law as to why or why not that should be admitted.

Mr. Campbell: Real quick, Your honor, then if I may just to keep the record clear, so we don't have to come back --

By Mr. Campbell:

Q Thomas, were you also given a copy of this by your parents?

A Yeah, uh-huh.

Q When was that?

A In early 2000.

Q Okay. So a number of years before either of them died, correct?

A Right, uh-huh.

Q Okay. And then -- and that's a different copy than the one that was with the will?

A Right.

Mr. Campbell: Okay. I don't have any further questions. Thank you.

Ms. Elmore: Briefly, Your Honor.

C R O S S - E X A M I N A T I O N

By Ms. Elmore:

Q What do you mean it's a different copy?

A Well, it -- it was photostat copied and it give to me by my mother in the envelope and they put the original with the will and my brother, he took it out, Dennis took it out of the will before it was presented to The Court.

Q But when you say a different copy, you mean, mirror exact images just two different documents, but reflecting the same exact thing?

A Same thing.

Q Okay.

A No one would present this to The Court. I had to do it myself.

Q I understand.

The Court: All right. Any further questions?

Mr. Smith: Nothing, Your Honor.

The Court: You may have a seat now.

Ms. Elmore: What's next, Your Honor? We're getting close.

The Court: We have discussed the 25,000 dollars to the children and we have the contract of sale on the -- the beach house.

Mr. Stewart: Your Honor, may I speak to the church for just a moment?

The Court: Yes, sir.

Mr. Stewart: I know you've asked for Counsel to submit memos and depending upon your ruling, I'm not to suggest what it is or isn't going to be, but assuming that it possibly would not be as requested by the last witness, the will by strict terms calls for liquidation of estate properties and, of course, the half interest in that property in Richland County is an estate asset. To this point, given a prior filing of a petition, no properties could be liquidated from this estate without court permission. So the -- The Court's order would need to address itself to all aspects --

The Court: We will do that. Okay. You want to talk about the beach house?

Mr. Campbell: Yes, Your Honor. I call Dennis Moore to the stand.

The Court: Mr. Moore, you're still under oath.

The Witness: Yes, sir.

D I R E C T E X A M I N A T I O N

By Mr. Campbell:

Q Dennis, are you familiar with the property at 334 Cypress Avenue in Garden City?

A Yes, sir.

Q Tell me about that property.

A Yes, sir. Property that me and my father purchased together.

Q Okay. When did y'all purchase it together?

A I think it was maybe in last of '11, '12. I don't really know for sure, but...

Q Okay. I'm going to show you a document here. Can you identify that document?

A Yes, sir.

Q What is that?

A It's where we purchased the house over there on -- down at the beach.

Q Okay.

A Cypress -- that's Cypress Avenue.

(Exhibit number 20
marked for identification.)

Mr. Campbell: I move to admit this in to evidence as exhibit 20.

The Court: Go ahead.

Mr. Campbell: I just want to make sure the record was clear. Is it in evidence?

The Court: Yes.

By Mr. Campbell:

Q All right. Now, Dennis, did you -- y'all subsequently sold that property, right?

A Yes, sir.

Q Okay. When did you sell it?

A I think it was in October. Gwen Bryant auc--- auctioned it off.

Q Okay. I'm going to show you a document. Can you identify that document?

A Yes, sir.

Q What is that?

A That's the people that purchased the house.

Q Is that the deed where you sold it?

A Yes, sir.

Q Okay. If you would tell me in the first paragraph, who does it say sold that

property to them?

A Dennis Moore.

Q Okay. And what's the date on this document on page two?

A 27th of December.

Q 2013?

A Yes, sir.

(Exhibit number 21 marked for identification.)

Mr. Campbell: We move to admit this as exhibit number 21.

By Mr. Campbell:

Q Dennis, y'all purchased that property for 272,000 dollars, right?

A Yes, sir.

Q And you sold it for 324,500, right?

A Yes. Yes, and I got all the bills and stuff that we spend on it.

Q Okay.

A I -- I think it was -- I don't know exactly how much we spent on it, but I mean, I got a whole thing of bills where we had the -- we bought it and after we bought it, we didn't have it inspected and after we got the house, we had to tear the whole back of it off because we didn't

know it was rotted out and had to tear some of the floors up in it. And -- I mean, but I got all the bills and stuff to that.

Q Okay. And you signed that deed seven days after your dad died, right?

A Yes'm.

Q But y'all entered into an agreement to sell that property long before he died, right?

A Yes, sir.

Q Okay. I'm going to show you a document. Can you identify that document?

A Yes, sir.

Q What is that?

A The sale of the house on 334 Cypress Avenue.

Q Is that the contract that led to the deed that was just entered as exhibit 21?

A Yes, sir.

Q Okay. And if you could turn to the signature page on that.

A Yes, sir.

Q Who's listed as the seller?

A Dennis Moore and Thomas Moore.

Q Okay. Because y'all both owned it together, right?

A Well, yeah, and I'm the power of attorney of -- over his stuff.

Q You signed it for him?

A Yeah, right.

Q As power of attorney?

A That -- that's -- yeah.

Q And you noted that on there, right?

A Yes, sir.

Q All right. But he owned half and you owned half, right?

A Right.

Q And then y'all entered in to this binding contract, right?

A Right.

Q Before he died, right?

A Right.

Mr. Campbell: Okay. I move to admit this in to evidence as 22.

(Exhibit number 22 marked for identification.)

Mr. Smith: No objection.

By Mr. Campbell:

Q And when you sold it on December 27th, you got all the money, right?

A Yes, sir.

Q And you didn't pay any in to his estate, did you?
A No, sir.
Q You didn't give any to anybody else, did you?
A No, sir.
Q It went in to your pocket, didn't it?
A Yes, sir.
Q Okay.
A 'Cause it was in mine and his -- I mean, it was in my name.
Q It was?
A Yeah. I mean, it was mine and his name. And if I had been the same way -- if I would have passed away, he would have got, you know, what I had in it.
Q Except you already a contract to sell it, right?
A Well, yeah, whatever the date was I sold it, November -- I mean --
Q Which is before he died?
A Right.
Q Okay. So he already had a right to receive money long before he died, didn't he?
A Well, I don't know that. It was in

mine and his name. I mean --

Q I mean, you had to follow through with the contract, right?

A Right. Right.

Q And they would pay you for it, right?

A Right.

Q And so before he died, he had a right to receive one-half of the proceeds of that closing, correct --

A Right. Right.

Mr. Campbell: No further questions.

Mr. Smith: Can we get a copy of -- I think you didn't have the copy of the actual -- of the deed?

Mr. Campbell: Yeah, I did not have extras of the deed. I'm sorry.

C R O S S - E X A M I N A T I O N

By Mr. Smith:

Q Dennis?

A Yes, sir.

Q It's true that you had a contract for the sale of the home before your father passed away?

A Yes, sir.

Q Okay. But the actual sale of the home

did not take place until after his death.

A Yes, sir.

Q Is that correct? Okay. And the deed that was signed went over, I believe, on December 27th, 2013. Is that correct?

A Yes, sir.

Q And your father passed away on December 20th?

A Yes, sir.

Q Okay. Let's see. In fact this deed when it was prepared has a spot for your signature.

A Yes, sir.

Q Is that correct?

A Yes, sir.

Q Is there a spot on there for your father's signature?

A No, sir.

Q Okay. So when this deed was prepared and the sale went through, this deed had not been prepared while your father was alive.

A No, sir.

Q Is that your knowledge? Okay. And again, on the bottom of the affidavit, whose name is that? Or excuse me, whose name is that?

A Dennis Michael Moore.
Q And that date again is?
A 27th of December, 2013.
Q Okay. After the date of your father's death?
A Yes, sir.
Q And his name is nowhere on there?
A No, sir.
Q There's no blank for his name?
A No, sir.
Mr. Smith: Thank you, Your Honor. I have nothing further.
The Court: Any further questions?
Ms. Elmore: None from me, Your Honor.
The Court: All right. I just have one question, Mr. Moore.
The Witness: Yes, sir.
The Court: Mr. Moore, you're not a lawyer.
The Witness: No, sir.
The Court: So I don't charge you with any legal knowledge, but do you know the difference between a joint tenancy and a tenancy in common?
The Witness: No, sir, I don't.

The Court: But it's -- but it's your belief that the entire -- the entire title on this property came to you when your father died. Is that right?

The Witness: That's right. And I -- and -- I mean, yes. Yeah.

The Court: Okay. That's all the questions I have. Anybody else? All right. How about the -- the is it Kristen Channel Road?

Ms. Elmore: Yes, sir, and we call Dennis Moore.

The Court: Okay. You're already under oath. Have a seat.

D I R E C T E X A M I N A T I O N

(Exhibit number 23 marked for identification.)

By Ms. Elmore:

Q Dennis, where do you currently reside?

A 2129 -- 2129 Kristen Channel.

Q Okay. And you acquired that property when?

A I don't know. About a year and a half ago, two years ago --

Q Okay. Well, let me hold that question. let me show you what's been marked as exhibit 23.

This is for property located where?

A 2129 Kristen Channel.

Q Okay. And that's your home?

A Yes, sir. Yes, ma'am.

Q And exhibit 23 is a deed in which your father bought this home. Was it in a foreclosure sale?

A Yeah.

Q Okay. And he paid how much for it?

A 324,500.

Ms. Elmore: Okay. Your Honor, we admit this in to evidence.

The Court: Any objection?

Mr. Smith: No objection.

By Ms. Elmore:

Q And what is the -- the date on that deed? It looks like it was signed -- what's that date?

A June the -- 2012.

Q June 20th of 2012?

A Yes.

Q And the deal was -- that's 2012. The deal was you -- that was actually going to be a home that you were gonna purchase from him, correct?

A Yes, sir.
Q Okay.
A Yes, ma'am.
Q So then we go to -- and that was 324 -- 324,500 dollars. Let me show you what I'm going to ask to be marked as exhibit 24.
(Exhibit number 24
marked for identification.)
By Ms. Elmore:
Q Would you agree with me, Dennis, that this is the deed recorded just as the other one in Florence County? And this is a deed from Thomas G. Moore to Dennis Moore, exact same price, 324,500 dollars.
A Yes, ma'am.
Q And it's dated September 12th of 2012. Is that correct?
A Yes, ma'am.
Q Okay. And attached to that deed is an affidavit signed by Robbie Lowman indicating that the fee for deed stamps is computed on the consideration paid or to be paid in money or monies worth in the amount of 324,500. Do you agree with that?
A Yes, ma'am.

Q All right.

Ms. Elmore: Your Honor, we would admit exhibit 24 as well.

(Exhibit number 25 marked for identification.)

By Ms. Elmore:

Q Let me show you now, Dennis, what's been marked as exhibit 25. And that's actually your check made payable -- the date on the check is August, right?

A Yes, ma'am.

Q August -- August what? Second?

A Yeah.

Q And at that point, you paid 232,000 dollars?

A Yes, ma'am.

Q And in fact the second page of exhibit 25 is a deposit slip payable -- showing that the 232,000 dollars was deposited in your fav--- father's account for repayment on the For--- Forest Lake property, correct?

A Yes, ma'am.

Ms. Elmore: Your Honor, we admit that one.

By Ms. Elmore:

Q And at the time that you were deposed, I asked you if you could account for where the balance is, which is 92,500 dollars.

A Yes, ma'am.

Q Okay. Where is it? Do you have it with you?

A Yes, ma'am. And that was dated January the 2nd and that was dated January 22nd of 2013. And that's his deposit slip and the -- where he deposit.

Ms. Elmore: All right. I'm going to mark these, Your Honor, as just a joint exhibit or I'll staple them together.

By Ms. Elmore:

Q Show me on there where it references --

The Court: Has Counsel seen this?

Mr. Smith: Have not seen that?

Ms. Elmore: I -- I got it from their client, so I don't know. All right. Let's mark this as 25 so the judge will have this as -- or 26, I beg your pardon.

(Exhibit number 26
marked for identification.)

By Ms. Elmore:

Q Show me or point out to The Court where it shows on there that this financial transaction has anything to do with Kristen Court --

A It don't -- it don't. But this -- this is what I paid him. I paid him a -- 100,000 dollars.

Q Well...

A I mean, why else would I give him 100,000 dollars.

Q Because --

A On the house.

Q -- you owned how many beach houses with him?

A Two, three.

Q Y'all were partnered and you changed -- your money changed hands constantly, did it not? You had one beach house --

A Right.

Q -- that you bought, fixed up, flipped and sold.

A Right.

Q You had another beach house that you bought, fixed up, flipped and sold, right?

A Right.

Q Y'all traded money -- despite how you characterize it --

A Well, despite how you --

Q When how -- when how he --

A -- I'm just -- I'm telling you what --

Q Let me finish the question.

A Okay.

Q When he would do -- go to the auction or you would go to the auction, he would write you checks and you'd write him checks --

A Well, he didn't --

Q Y'all had money going back and forth, did you not?

A Oh, now, he didn't give me no checks. I mean, he didn't buy no cars at no sales.

Q All right. Well, let me show you --

Ms. Elmore: I'll go ahead and mark this as exhibit --

The Court: Have we had the last one marked yet?

(Exhibit number 27
marked for identification.)

Ms. Elmore: Yes, sir. I'm -- I apologize, Judge. Sometimes I get ahead of myself.

Mr. Campbell: It -- I just want to make sure I understand. What is it being admitted? You're moving to admit it in to evidence?

Ms. Elmore: His -- his explanation for the loan was two deposit slips.

By Ms. Elmore:

Q Exhibit 27 -- now, these deposit slips that we just handed up to The Court were dated January of 2013, right?

A Right.

Q But when you look at exhibit 27, that's a check from Thomas Moore, where he's making a loan to Moore's Cars?

A He making it to hisself.

Q What does it say on the --

A I -- I don't know what -- I mean, I --

Q Because y'all were both operating the same business --

A No -- no, ma'am. No, ma'am, we didn't.

Q Well, look at the second page --

A No, ma'am. No.

Q Look at the second page.

A Well, I'm just telling you.

Q All right. The next one is November

23rd of 2012, 50,000 dollars.

A See, did he put it --

Q Where he took --

A Okay. Wait -- wait --

Q Wait a minute. Let me ask the question.

A Okay. All right.

Q Where he would transfer money it right in to this business that y'all ran together that I understand you -- that you set up the corporation and all that in 2003 --

A Okay. All right.

Q But he was operating a Moore's Cars business and y'all went into partnerships with real estate --

A No. Okay.

Q You did car deals together.

A Uh-huh.

Q You traded money all the time. What I'm asking you is where is the proof that that money is connected to that transaction so Judge Scott can see it?

A Well, I'm just telling you. I'm telling you. I've -- I give him the money back on the house there. And far as this here right here,

you talking about he put it in Moore's Cars, he ain't never put a dime in my account.

Q So your tes---

A He's -- yeah. My testimony is any -- all these here that you got here did not go in Dennis Moore's -- Moore's Cars, LLC's account. That's what I'm -- that's what I'm saying.

Q Do you remember -- well, except the Mercedes check that we've already had -- plowed that road --

A Other than that -- other than that. But I'm just saying --

Q Okay.

A I'm just saying -- but none of these right here did not go in my account.

Q So there's always a qualifier, Mr. Moore. I mean, you -- you've got -- do you recall coming to my office on October 2nd of 2015?

A Yes.

Q And we sat down from 9:37 a.m. to 12:56 p.m.

A I'll never forget that.

Q And one of the issues that we -- that I asked you over and over again is you kept saying, I can give you a certified check, I can give you a

proof of deposit, I can go get the bank records, all these things you kept saying you could produce, all I was asking was show me where this money is --

A I didn't have it with --

Q Let me finish the question, sir.

A Okay.

Q And your testimony today is all you can produce is a copy -- a copy of a deposit slip with no corroborating banking records. Because banking records are paper trails and they don't lie. And so your testimony is here we are on December 22nd after I asked you every which way I knew how to show me --

A Right. Yes.

Q -- that you paid the loan back because the loan would have been an asset of the estate?

A When you asked me --

Q Is this all you got?

A When I -- that -- that's what I got.

Ms. Elmore: All right. That's all the questions I have.

The Witness: That's all I got.

The Court: Anything else?

Mr. Smith: Just real quick.

Mr. Smith: Okay. Nothing further.

REDIRECT EXAMINATION

By Ms. Elmore:

Q I showed you check after check after check --

A Yeah --

Q -- after check, did I not?

A Yes, ma'am. You did.

Q And I asked --

A And this is check after check after check that you showed me and I tried to tell you for some reason you just don't believe it. This here where he wrote checks to Moore's Cars did not go in my bank account. I'm just telling you. I mean, it did not --

Q But you then --

A -- it did not go in my bank account.

Q Mr. Moore, you, then went out and hired your own individual attorney to be present today whom I'm sure you met with and you prepared. Now, it --

The Court: Now, let's -- let's don't testify too much.

By Ms. Elmore:

Q At what -- at what point --

A I mean, my lord.

Q You didn't show your own attorney the documents before you showed --

A Man.

Q -- up today.

A Man.

Q Correct?

A Yeah, I just said that's what -- I went through my records and that's what it was. I mean, that...

Q That's all you had? Okay.

The Court: Mr. Moore, I've just got one question.

The Witness: Yes, sir.

The Court: Assuming that these are checks that were written to your father and deposited in your father's account --

The Witness: Yes, sir.

The Court: Why 100,000 dollars under the -- rather than 92,500 if that's all you owed?

The Witness: Well, the 92,500 -- I don't -- I don't know. I just got -- he asked me to put -- to pay him for the house and I just wrote 50,000, 50,000. I mean --

The Court: But I mean you already --

you already wrote him 232,000.

The Witness: Yes, sir.

The Court: And then 50,000 and 50,000, that would be 332,000.

The Witness: Yes, sir.

The Court: Which is more than you were supposed to pay him.

The Witness: Yes, sir. Well, now he had done something to the house. I mean, I don't know what he done, but I mean, he -- he -- I think he had the house -- he done something to the house. I don't know what exactly he had done to the house, but -- I mean, that's what I give him. I mean...

The Court: I mean, I -- I don't quite understand. Did you -- did you know how much you owed him?

The Witness: Yeah, I know what I bou--- I bought it from was 324,500, yes, sir. Yeah.

The Court: But I mean, so did -- did you know how much you still owed him?

The Witness: Not ex--- not exactly. I mean, you know...

The Court: Okay. That's fine. Thank

bank statement, court -- I reckon recorded bank statements of the -- of Mr. Lowman's, you know, what he's holding, you know, for the estate records. I've asked for those bank account records of what was spent on it. We've received nothing. And other things that my wife has -- we even certified this letters about the -- about the estate. He wouldn't pick up the certified letters and grant us the request that we ask of. My wife handled a lot of those, you know, questionnaires and we, you know, asked him, you know, to request it for her.

Q And a lot of times, he wouldn't just deny your request, he would ignore you, right?

A He said that his lawyers told him if we wanted anything, checks, any bank records, for us to acquire an attorney ourself and get 'em. That he -- where he wouldn't -- he couldn't -- his lawyer told him -- told him not to give 'em to us.

Q Did --

A That's what his -- his reply was.

Q Did you hire an attorney?

A Right.

Q Is that me?

A Yeah, uh-huh.

Q And did we go about subpoenaing a bunch of bank accounts?

A Yeah, uh-huh.

Q Okay. And did we spend a good bit of time and money getting bank accounts?

A You better believe it.

Q Bank account records?

A You better believe it.

Q Okay. And why did we want to look at those bank account records?

A To see what my -- my father's bank records were, what his cash holdings was and what he had in each bank account and how many accounts he had. Dennis told us he had two or either three bank accounts at the first meeting that we had. And it ended up -- we found out he had six or seven bank accounts.

Q Just to clarify. Dennis' attorney has provided us with the estate checking account statements from time to time, correct?

A Yeah, uh-huh.

Q That's not what we're concerned about.

A Right.

Q Okay. We're talking about all of the records related to your father's business

dealings --

A Right.

Q Right? Okay. Are there certain things that Dennis didn't do as personal representative that he should have done?

A Well, he -- he didn't handle -- I don't -- to my opinion, I don't think he handled the debts that were -- my father was owed. I don't think he -- he attended to those like he should have.

Q What debts were owed to your father?

A Like Ms. Tammy Jackson and let's see.

Q Tammy had a loan to your father?

A Yeah, uh-huh.

Q And did the personal representative make an effort to collect that loan?

A Not -- not as I know of, no.

Q Okay.

A And they -- she owed for a car that -- that's she's driving now.

Q Okay. Did somebody else owe your father some money?

A Ms. Elizabeth Broach, I think that's her last name.

Q Is it Little?

A Little, yeah, uh-huh.
Q And did the personal representative do anything to try to collect that debt?
A No, sir, not as I know of.
Q Okay. Did the personal representative ever provide you with a listing of the personal property of the estate?
A No, sir.
Q Okay. Was there a lot of personal property in the estate?
A Yeah, uh-huh.
Q A lot of furniture?
A Yeah.
Q Several houses worth of furniture?
A Yeah.
Q And did you ever receive any listing of that?
A No, huh-uh, we had to -- my wife had to and my sister's had to acquire it theirselves.
Q And The Court asked him to give you a listing, didn't he?
A Yeah, uh-huh.
Q And The Court also asked him to give you guys the bank statements, didn't he?
A Judge Scott particular as--- told him

to in the last meeting we -- we had. And Dennis said he would.

Q In this courtroom, right?

A Right.

Q Told him to give you bank statements?

A Right.

Q It wasn't the last hearing; it was a long time ago, wasn't it?

A Yeah, uh-huh.

Q Did he do that?

A No, huh-uh.

Q You had to pay me to do it, didn't you?

A Right.

Mr. Campbell: I believe that's all the questions I have. If you would answer any questions anybody else may have.

The Court: Counsel?

Mr. Smith: No questions.

Ms. Elmore: No questions. Your Honor, we call Phillip Moore on that same issue.

The Court: All right. Mr. Moore, you've been sworn. You're still under oath.

The Witness: All right. Thank you.

Ms. Elmore: Thank you, Your Honor.

D I R E C T E X A M I N A T I O N

By Ms. Elmore:

Q Phillip, it is late in the day --

A Yeah.

Q -- about ten 'til six. And we've been here for quite some time and I'm gonna go right down the same questions that Mr. Campbell just covered just to move things along.

A Okay.

Q What types of records did you ask Dennis for?

A The -- only my father's bank accounts. That's all -- that's all I asked him for and anything concerning him by hisself. I didn't -- I didn't -- anything concerning Thomas G. Moore, that's what I asked him for.

Q And did you ask him about the bank records to try to put together the pieces of the puzzle as to their various transactions?

A It -- yes, I did.

Q I mean, did you have to go out and subpoena those records yourself?

A From -- well, I had to get 'em from Columbia. I asked that a hearing -- I'm the one that asked Judge Scott would --

Q And Judge Scott told him to do it.

A Would Dennis get the bank statements for him 'cause we couldn't get it 'cause we wasn't the P.R. And he asked Dennis in the witness chair up under oath that he would get 'em for us.

Q And Dennis represented to him that he would?

A He sent me the probate bank statements. I -- probate hadn't even started yet.

Q And then -- then you hired me.

A Right. Well, I hired the one in Columbia first. He's the one that got my -- all -- all the bank statements.

Q And then --

A And then --

Q -- you brought them to me and we started trying to put them together?

A Right, yeah.

Q And you paid me to do that?

A Right.

Q We then took his deposition to try to put -- to fill in the voided areas that we couldn't figure out from the paper trail we had established, correct?

A Right.

Q Okay. And I believe there's been some

mention that there's been five hearings in this case so far?

A Yeah, I think so. Yeah.

Q Okay. And you've attended all of them?

A Yeah.

Q Taken off work?

A Right.

Q Missed opportunities to make a living?

A Right.

Q You've also expended money on cost for subpoenas with records request and attorney's fees?

A About two years of it, yeah.

Q Okay. And all the while were you asking Dennis for an update as to where he was in administering the estate?

A Right. Dennis wouldn't -- he wouldn't talk to us. Since the first time after my father's funeral whenever he found out -- he did -- he was gonna turn the P.R. over to me the night we met because there was a little argument, you know, about my father's stuff that he left. So he got up and -- and -- and said I'm not going through with this, Phillip's second on executor, let -- let him take it. I said, all right, I'll

take it. But whenever -- I should have kept my mouth shut and that -- that was a mistake I made. But whenever I told him and Francine and Linda and Boyd that I would take it and the questions I asked Dennis that I wanted to see, I wanted to see his bank statements -- his bank statements of what he owned, just T.G. Moore. And I want to see the bill of sale of some reason how that Mercedes that you are claiming that he's the one -- I didn't get -- I didn't get mad. He's the one that jumped up and said, I ain't gonna go through with this. He took the stuff up and we left.

Q After that --

A That's the way it was.

Q And he's not been responsive since that time?

A He hadn't talked to me since then. He still hadn't talked to me here today. He hadn't said one word to me. Ever since --

Q So the only -- the only --

A -- he's become P.R.

Q The only information we've been able to acquire is when Mr. Campbell or I would reach out to the estate's attorney we would finally get a response?

A Correct.

Ms. Elmore: All right. That's all the questions I have. Thank you.

The Court: Counsel, anything else?

Mr. Smith: Nothing for this witness, Your Honor.

The Court: You may have a seat. Okay.

Mr. Smith: Your Honor, I would call Dennis Moore to the stand.

The Court: All right. Mr. Moore, come on up. Mr. Moore, you're still under oath.

The Witness: Yes, sir.

D I R E C T E X A M I N A T I O N

Mr. Smith: I need to have this marked. Where are we now?

The Court Reporter: Twenty-eight.

(Exhibit number 28 marked for identification.)

Mr. Smith: Okay. This is number 28, Your Honor.

The Court: Okay.

By Mr. Smith:

Q Dennis, can you tell The Court what we're looking at? There's four pages there I believe.

A Well, the first page is from First Bank in 2010, 8/24/2010 with my father's name on it, my mother's name on it and my name on it.

Q Okay. So that's an account that the three of you shared?

A Yes, sir.

Q And over to the left it says joint with survivorship. Is that correct?

A Yes, sir.

Q All right. The second page, we are looking at -- that's a six-month C.D. with your name, your mother's name and a payable debt to you. Is that correct?

A Yes, sir.

Q All right. And that was opened when?

A That was opened 9/10/07.

Q Okay. All right. Third page, we're looking at a joint account between you and your father. Is that right? From First Citizens Bank?

A Yes, sir.

Q All right. Does it say payable on death to you? That would be up on the top left-hand corner. It says P.O.D. Do you see that?

A No, sir. Oh, yeah. Yeah. Yeah.

Q Okay.

A Thomas G. Moore P.O.D. Michael Dennis Moore.

Q And that was yours and your father's?

A Yeah -- yes, sir.

Q Right?

A Yes, sir.

Q Okay. All right. One last page. The last page, we're looking at a -- a statement from First Bank has your name and your father's name on there. Do you see that?

A Yes, sir.

Q All right. And it says a money market account the two of you sho--- shared.

A Yes, sir.

Q Okay. Now, I believe we heard testimony a few minutes ago that said that you mentioned that there were two or three accounts, but then they found out there were six or seven. Is that correct?

A Yes, sir.

Q All right. Is it possible those accounts that were found were these joint accounts that had your name on them?

A It had to be. I mean...

Q Okay. That's -- is that your position that that's --

A Yes, sir.

Q Okay. Now, Dennis, your father's will had you appointed personal representative. Is that correct?

A Yes, sir.

Q All right. And did you know you were appointed personal representative before that will?

A No, sir, 'cause I know -- no, sir.

Q Had you ever been a personal representative?

A No, sir.

Q Did you know what you were doing?

A No, sir. No, sir, I sure didn't.

Q Okay. Did you get help or try to find help getting --

A Yeah --

Q -- getting everything done?

A Yeah, Joanne helped me.

Q Who is Joanne?

A The -- I think it's the lady around the corner around there. She kind of helped me kind of showed me the way I, you know, was supposed to

offset for any monies that should have come in to the estate that he's actually already gotten in hand or in pocket.

The Court: Okay. Anything further?

Ms. Elmore: No, Your Honor, we appreciate your patience.

The Court: All right. The only thing that I'm waiting on from you guys then is the affidavit with regard to the attorneys fees for -- for obtaining the checks and memorandums on whether or not this written document should be included in the will and I believe that is everything that I'm going to be waiting on from you folks. Is there anything else that y'all recall you promised me?

Mr. Smith: No, Your Honor.

The Court: All right. Well, I will -- I'll take this under consideration and make some rulings and you get us the stuff as quick as you can and so Court's adjourned. Yes, sir?

Mr. Stewart: At the outset of the hearing, you mentioned something about distributing 25,000 dollars off the top to these family members. Did you still wish to do that or do you wish to defer that?

Whereupon,

THE COURT: Okay. Folks, we are here today continuing in the Matter of the Estate of Thomas G. Moore. That's case number 2014-ES-21-134.

By way of background, let me run over some things with you. This -- probate of this estate was opened on February 19, 2014. Various matters have previously been dealt with, including claims and other -- other matters. On December the 12th -- excuse me, December 22, 2015, an evidentiary hearing was held. Appearing at that hearing on behalf of Thomas P. Moore was Attorney C. Pierce Campbell. Attorney S. Porter Stewart represented the personal representative in this estate. Attorney David M. Smith represented Michael Dennis Moore personally. Attorney Kathy P. Elmore appeared on behalf of Phillip Moore. And also present at that hearing were Barbara Moore, Francine Lawhon and Linda Moore.

There were various issues addressed at that hearing -- evidence was taken, arguments were made. And those issues were: cash in the safety -- in the safe of the decedent; various jewelry, also in this safe; a Mercedes automobile; and one-half interest in certain church property located in Richland County, and possible integration of an un-probated written

document with instructions on the devolution of this property; proceeds from the sale of a Cypress Road property; contested personal representative's commission; and proceeds from the sale of a Kristen's Road (pronounced) property; and an additional one-sixth interest in the estate left to anyone who moved in with the decedent to care for him during his lifetime.

After the conclusion of this hearing, counsels for the parties submitted memorandums and law briefs addressing these various issues. The Court withheld ruling on these issues until the Personal Representative filed -- filed his final accounting and proposal for distribution.

On April the 29th, 2016, the Personal Representative, through his attorney S. Porter Stewart, filed a Final Accounting, Proposal for Distribution, Application for Settlement, and Notice of Right to Demand a Hearing. Thereafter, on May the 18th, 2016, Phillip Moore filed a Demand for Hearing. On May the 25th, 2015, Francine M. Lawhon filed a Demand for Hearing. On May the 25th, 2016, Linda Moore also filed a Demand for Hearing. On July the 7th, 2016 this court served notice of a hearing to be held on this date.

We are here today to hear any additional testimony and receive additional elements -- evidence, relevant to the closing documents that have been filed by the personal representative. Previous testimony, evidence, and arguments made at the December 22nd hearing will be incorporated into this hearing by reference, and the Court's ruling will include those matters. The only matters that this Court is going to entertain today will be matters not previously covered in the December hearing. Now, I want to emphasize, I will not hear a rehash on any of these eight items which we have already covered. I am not gonna take additional evidence, and I'm not gonna hear arguments. These have been made and are before the Court. If there are any new matters which have not been covered, the Court will hear them today.

Counsels, let me hear from you as to where you are on this. Mr. Stewart -- you.

MR. CAMPBELL: Campbell.

THE COURT: Campbell.

MR. CAMPBELL: Thank you. Thank you, Your Honor. Pierce Campbell for Thomas P. Moore. Mr. Moore is here today with his wife Barbara Moore. I have just a couple evidentiary matters to go into

and then a couple of things just to note as an attorney on the record, some objections and legal type matters. But perhaps it would be best for Ms. Elmore to speak. I know she has something to say, and then I'm happy to present any evidence whenever Your Honor is ready.

THE COURT: All right. Ms. Elmore.

MS. ELMORE: If Your Honor please.

I notified the Court when I arrived, in this morning's mail I received a signed copy of a proposed -- or a consent order -- proposed consent order relieving me as counsel, which I had been working on trying to get that executed and submitted for some time now.

My client is present today. He has brought some information that he would like to share with the Court. I don't know the specifics of that, just due to the nature of our current posture. But I understand from the Court that you are not inclined to relieve me at this late stage of the game, and I certainly have reviewed the file and I am as prepared as I can be to go forward.

THE COURT: Okay. Well, Ms. Elmore, as I indicated to you, I will -- I will consider this order relieving you of counsel, but only after the

conclusion of today's hearing.

Counsel, anything else?

MR. SMITH: We have nothing else, Your Honor.

THE COURT: Mr. Stewart?

MR. STEWART: Not at this time, Your Honor. I believe Mr. Campbell -- I think Mr. Campbell had --

THE COURT: All right. Mr. Campbell, proceed.

MR. CAMPBELL: Thank you, Your Honor.

If I may, there are a couple of points that I believe I can just raise as legal issues for Your Honor. I don't believe it requires any testimony or evidence, but it's some issues with this Final Accounting. If that's okay, I'll do that first.

THE COURT: Okay.

MR. CAMPBELL: The first is my client, Thomas P. Moore would object to the accounting as presented, to the extent that it requests attorney's fees for both Mr. Stewart's law firm and Mr. Smith's law firm. We don't question the amount of those fees -- I trust these gentleman, I'm sure their fees are accurate and were required to do their work -- but the Estate has an attorney and then there is an individual attorney, and we don't believe that the estate proceeds should pay for the individual attorney. So we would ask that the PR be directed to not deduct the personal

attorney's fees from the Estate, but instead be paid for by his own personal funds. If they've already been paid out of the Estate, we would ask that they be paid back to the Estate before distribution.

THE COURT: All right, sir.

MR. CAMPBELL: We also object to the extent that a PR commission is listed -- that was one of the issues that was raised last time and Your Honor will rule on -- along with the one-sixth interest. Those will be ruled on based on your last hearing.

We also have an objection to the Probate Court fee for the extension that Dennis requested in this matter -- the Personal Representative requested in this matter, of $925.13. We believe that a request for an extension for his personal choosing should not be an estate expense, and we would ask that Your Honor ask the personal representative to pay that back into the Estate to be distributed, pursuant to your order.

I'm just making sure I've got it all, Your Honor, so we can not waste any time. If you'll give me one moment.

Two other matters -- well, I'll do that through testimony, Your Honor. I would call Francine Lawhon to the stand, please.

THE COURT: Ms. Lawhon, if you will come up, raise your right hand. Do you solemnly swear to tell the whole truth, and nothing but the truth?

THE WITNESS: Yes, sir.

THE COURT: Have a seat.

Francine Lawhon,

having been first duly sworn by the Court, testified as follows:

D I R E C T E X A M I N A T I O N

BY MR. CAMPBELL:

Q All right. Good afternoon, Ms. Lawhon.

A Good afternoon.

Q Could you tell me, what's your relationship to the Decedent Thomas G. Moore?

A My father.

Q Okay. And who are your siblings?

A Dennis Moore, Thomas Moore, Phillip Moore and Linda Moore.

Q Okay. Is Dennis Moore, your sibling, the personal representative of this estate?

A Yes, sir.

Q And have you been involved in various aspects of the administration of this estate, since your father's death?

A I wasn't at first, but then I really got into

it, you know, with Phillip. Yes, I have.

Q Okay. And have you made attempts to contact the personal representative to obtain information?

A I did. It was on July the 1st, that I started, and I've called him several times. I wrote it all down, what I wanted. When I called him the second time, I requested it -- each thing two times, so that he could understand what I wanted. But the first time I called him he was so hostile with me, and I told him, I said, Dennis, there's no need in getting angry, I just want to tell you what I want. And evidently he did not write anything down, because when he finally did give me some information it was not what I asked for from the beginning on two separate occasions.

THE COURT: All right. Let me stop you, here, folks. One of the issues which we heard in December was the contested personal representative's commissions, based on his dereliction of duty and failure to communicate and whatnot. If this testimony we're hearing today is cumulative on that issue, you had a shot to do it in December and I don't want to hear anything else.

MR. CAMPBELL: Sure, Your Honor. And I don't believe it will be. But we'll -- we'll move on past

the background.

Ms. Lawhon, did you -- do you recall an order of this court, from a prior year, allowing family members to purchase furniture from the Estate?

A Yes.

Q And did you seek to do that?

A I did.

Q And did you purchase any furniture from the Estate?

A I did.

Q And what did you purchase?

A I had purchased a small refrigerator, a long table with benches that my dad had, and a rocking chair for my daughter. And then I did pay Dennis a check for that. And then also I purchased another black rocking chair, and I did give him a check for that.

Q And can you identify this document, please?

A That's the copies of my checks.

MR. CAMPBELL: Your Honor, I'd move to admit this as, I guess, Respondent's --

THE COURT: 1?

MR. CAMPBELL: -- 1.

THE COURT: That's fine.

(Respondent's [Thomas P. Moore] Exhibit

Number 1 marked for identification.)

Q (MR. CAMPBELL) : And Ms. Lawhon, how much money did you pay the personal representative for the furniture you purchased?

A For the refrigerator and the table and the rocker, I give him a hundred and 30 dollars.

THE COURT: Let me --

A And then --

THE COURT: Let me ask you to -- something -- alarm is going off in my office, and I don't -- hope -- I hope it's not the fire alarm. So hold on for me.

(Off the record briefly at 2:16 p.m.)

THE COURT: All right. Proceed, please.

Q (MR. CAMPBELL) : Ms. Lawhon, what's the total amount that you paid for the items you purchased from the Estate?

A A hundred and 30 dollars. And then another black rocking chair for 30.

Q Okay. And did those amounts paid show up as deposits into the Estate, based on the accountings that we've received in this case from the personal representative?

A I have not seen any going through them.

Q Are those payments representative of any

accounting that the personal representative has provided?

A The Estate?

Q Yes.

A Yes. I put it to T. G. Moore Estate, so I assumed he was gonna put it in the estate.

Q And has it appeared on the accounting that you received in this case?

A No, sir.

Q Thank you. You can give the court reporter that document.

Have you reviewed all the accountings the personal representative has provided in this case?

A I have.

Q And are you familiar with the personal representative's claim that he paid certain estate expenses at the beginning, out of his own funds, approximately 5600 dollars?

A I haven't seen the list that he's paid any -- I -- that's what I was asking him for, is the copies of the bills and the personal -- or the canceled checks that he paid out the 5600.

Q Have you ever been provided with any proof of what that 5600 dollars was for?

A No, sir.

Q Does the accounting show what the 5600 dollars was for?

A I don't have anything -- I don't have anything showing where the -- that's what I was trying to get from him.

MR. CAMPBELL: Okay, Your Honor. The last issue that I have to present. In the arguments after the last hearing it was mentioned by the personal representative's personal attorney that there was no evidence of his failure to collect any outstanding loans or evidence of those loans. I believe there was testimony to that extent, but because it's been raised, I would ask that I just be allowed to put in some brief testimony and evidence on that point. It's not one of your list, but it was raised in the arguments after the fact.

THE COURT: Mr. Campbell, I'm -- I -- quite frankly, I don't want to open the door; okay? If we start hearing additional evidence on matters which were discussed, covered, and testified to at the previous hearing, I don't know when it's gonna stop. So I'm sorry, but I'm not gonna entertain that.

MR. CAMPBELL: I understand, Your Honor. Thank you.

Okay. I'm almost through.

Q (MR. CAMPBELL) : Are you -- Ms. Lawhon, are you familiar with a vehicle that Tammy Jackson had, a Jaguar?

A I've heard Phillip speak of it and Thomas.

Q Do you know anything about that Jaguar and that transaction with Dennis Moore?

A I don't know of that.

Q Okay.

A Of the Jaguar.

MR. CAMPBELL: Okay. Thank you. That's all the questions I have for Ms. Lawhon.

THE COURT: Okay. Counsel, what are you -- they may -- hold -- hold on.

MR. CAMPBELL: (To the witness.) They -- hold on one second. They may have a question.

THE WITNESS: Oh, okay. I'm sorry.

THE COURT: Counsels, do you have any Cross?

MR. SMITH: Your Honor, the only thing I would -- I would question her on really goes back -- it's something she said earlier, but it goes back to last -- the last hearing, so I'm not gonna address it.

THE COURT: Okay. And you may have -- oh --

MS. ELMORE: Thank you, Your Honor.

Judge, I don't want to muddy the waters any

more, but I do want to point out -- 'cause I was scrambling a little bit -- you mentioned in the statement of the procedural history of the case that my client filed a Demand for Hearing on May 18th.

THE COURT: Yes.

MS. ELMORE: That must have been filed pro se, because I do not have that. Instead, what I had filed prior to that date, was a motion to extend time by consent, asking the Court to issue an order, which Your Honor issued on May 27th, allowing Thomas Moore and Phyllis (sic) Moore, 30 days after you issued the formal order as a result of the hearing, to raise any additional things that they would like the Court to address, to allow my client time to get the order digested and then determine if there was anything missed.

So I simply don't want to do anything to prejudice him at this point. It sounds as if you set the hearing because they demanded a hearing, which I understand the procedural posture of the case at that point. I wasn't aware of that filing. I had actually done, I guess, the reverse of that and asked for you to extend the time. So for whatever -- what it's worth, I just want the record to be clear as to what I filed and what he filed.

We would of course, on behalf of Phillip Moore, join in all of the objections that have been raised, but do not -- certainly do not need to be restated, that Mr. Campbell has put in the record, and ask the Court to address those. And I have no additional questions for this witness.

THE COURT: All right. You may have a seat.

All right. Let me address that issue at this point, procedurally. Once this hearing today is concluded, if in fact there are additional issues which we will consider -- or to consider, we will consider those. After that time we will issue an order and it will cover all of the issues previously discussed and whatever new issues may be raised today.

At that time any counsel or any attorney, any individuals appearing pro se, may do one of two things: you may petition the Court for a revision of that order, basically -- a reconsideration; or you may file a petition to the circuit court to have the whole thing reviewed de novo by the circuit court. So those are your two options for counsel or anybody else. Once you get this order, if you don't like it, you may petition the Court for reconsideration, based on whatever you want to put in your motion, or you

may petition the circuit court -- I mean, you may move -- excuse me -- petition the circuit court for a hearing de novo on this order. So that's where we are on that.

MS. ELMORE: So just for purposes of clarification on the record, what Your Honor is doing is to respond to rescinding the May 27th order?

THE COURT: Yes.

MS. ELMORE: Okay.

THE COURT: Counsels, anything else on these issues?

MR. STEWART: Yes, sir. I think perhaps I need to clarify. And the extent I may have contributed to some confusion, I apologize. But it's probably been going on a couple of years ago, Your Honor, when you approved the sale of those two real properties. It also approved that certain personal properties could also be sold; but within the context of those orders, you had provided that all sales proceeds were to be deposited into my escrow account. So they did not go into the estate account. The two items of which Ms. Lawhon makes mention were both deposited into my escrow account, and I have record of that.

THE COURT: And of course I'm sure at the proper time those funds would be deposited into the estate

account?

MR. STEWART: Well, to this point, with the deposit of those sales monies into my account, per your prior order they've been held in escrow ever since. The only withdrawals from the escrow account that I have was pursuant to your last order from the bench that authorized an immediate disbursement -- distribution, excuse me, of 25,000 dollars to each of the five children -- which was done. So that would be -- you know, the accounting was done back in December was -- was current and showed everything that was on deposit in my account. Plus, as was shown in the left-hand column on the accounting, that what was in my account was in the estate account at that time. Nothing had come out of the trust account.

So I would simply restate that the only thing that's coming out of the trust account is the 25,000 dollars each. And I would be happy to provide that information, show the activity in that fund. There remains in that fund -- as result of those five dispersals, the net amount remaining in my account, my escrow account, is $440,157.50.

THE COURT: Now, I assume that we're all clear that those are all estate funds?

MR. STEWART: Yes, sir. Those are estate funds held there pursuant to your order, Your Honor.

THE COURT: Yes. Okay.

All right. Any counsels or anyone else got -- yes, sir.

MR. CAMPBELL: Your Honor, I'm sorry. I didn't realize I was finished. I did have one --

THE COURT: I'm sorry.

MR. CAMPBELL: -- other witness for one matter.

THE COURT: Okay. That's fine. Sure. Come on.

MR. CAMPBELL: I would call Ms. Barbara Moore, please.

THE COURT: Ms. Moore, if you'll raise your right hand. Do you solemnly swear to tell the whole truth and nothing but the truth?

THE WITNESS: I do.

THE COURT: Have a seat.

Barbara Moore,

having been first duly sworn by the Court, testified as follows:

D I R E C T E X A M I N A T I O N

BY MR. CAMPBELL:

Q What's your connection to Thomas G. Moore, the Decedent in this case?

A I was his daughter-in-law.

Q And who are you married to?
A Thomas.
Q And throughout the administration of this estate, have you been involved with these matters?
A I have.
Q Have you reviewed bank records and other records?
A I have.
Q Have you spent a considerable amount of time doing that --
A I sure have.
Q -- over the last two years? Approximately how many hours would you guess you've been looking at these records?
A Really, there's no way. If it was all added together, probably weeks.
Q Okay. And so you're familiar with the various bank accounts and business transactions that --
A Yes, sir.
Q -- T. G. Moore and Dennis Moore and the Estate were engaged in --
A Uh-huh.
Q -- correct?
A Yes, sir. Back and forth and back and forth.
Q All right. Are you familiar with a car

purchased by a Ms. Tammy Jackson?

A Actually two.

Q Okay. What about the Jaguar?

A Well, I saw in there where there was two checks written to Dennis for the Jaguar. One went through the bank, but one she held onto and filed a claim -- which, that's already been taken care of, but we've never seen that -- you know, we've never seen where that car, when it was sold, was deposited back in to Mr. Moore's account.

Q Okay. I'm gonna show you a document. Can you identify this document?

A It's a copy of the check off the bank statement written to Dennis Moore for 6500 dollars for an '04 gray Jaguar.

Q Okay. And is that the Jaguar that Ms. Tammy Jackson had?

A Yeah.

Q Okay. And do you know if the personal representative has taken any action regarding that car during this estate proceeding?

A Well, this one was already sold. But we never saw where it went back into Mr. Moore's account.

Q Okay.

A He said he went and got it, in a deposition that

was taken.

Q Who said he went and got it?

A Dennis. Miss --

Q Elmore.

A -- Elmore did a deposition on Dennis in October, I think it was, of '15. And he said that there was some deal supposed -- she was -- a real estate deal she was supposed to do in Lake City, and then she was gonna pay for it. But that fell through, so he went and got the car and sold it.

Q Okay. And did it -- have you -- have we seen any evidence of those proceeds coming back to the benefit of Thomas G. Moore --

A No.

Q -- or his estate?

Are you familiar with the orders that the judge has made in this case regarding the -- what personal -- what the personal representative was supposed to do with the furniture and other personal property in this case?

A Yes, sir.

Q And at that December hearing we just had, what was your understanding of that order?

A Well, in the beginning he was supposed to make a list of everything everybody got and take pictures of

it and keep a record of who got what. So at the end, you know, the children -- you know, it would be credited towards them and their portion of the estate.

Q Okay.

A And then anybody other than the children that got anything, it was supposed to be paid for then and then put into the estate.

Q Okay.

A Or the escrow, wherever he was supposed to put it.

Q And then, did you have an understanding after the December hearing, what the personal representative was supposed to do?

A The stuff that was left in the storage, I understood the judge to tell him to soon get the children together, go to the storage room, draw numbers, go through the line, and then start at the end and come back until everything was gone.

Q And did the personal representative contact you or your husband to do that?

A No.

Q Do you know if he's contacted anybody about that?

A Not that I've heard. I mean, we've all talked,

but, you know --

Q Okay.

A -- everybody could testify for themselves.

Q Did the personal representative, though, seek storage fees since December?

A They're -- they were still being paid up until the -- through the last estate account that we've got -- have.

Q Do you have an objection to the storage fees after December?

A We do, since he didn't do what the judge ordered him to do in that hearing, which would've stopped those fees from being paid. Everything would've been out. Everybody feel -- well, me and my husband -- I can't, you know, testify for everybody else.

Q You can testify for yourself.

A But we just feel like since he didn't do what the judge ordered, he ought to be -- have to pay those fees from January up until whenever it's closed.

MR. CAMPBELL: Okay. I believe that's all the questions I have. Thank you, Ms. Moore.

THE COURT: Any Cross?

MR. SMITH: Yes, Your Honor.

C R O S S - E X A M I N A T I O N

BY MR. SMITH:

Q Ms. Moore, you mentioned a Jaguar that was sold -- I'm sorry, I forgot her name. What was her name, Miss --

THE COURT: Tammy Jackson.

A Tammy Jackson.

Q (MR. SMITH) : Jackson. Yes, ma'am. Do you know when that car was sold to her?

THE WITNESS: (To Mr. Campbell.) You got a copy of that check?

A I don't, but we were just looking through and saw where he wrote two checks for it.

Q (MR. SMITH) : And he would be...?

A T. G. Moore.

Q Okay.

A And we -- we saw where it was sold and we searched and searched and searched and never saw where the money for that car, after it was sold, was deposited back into his account.

Q Now, when you say he wrote the checks, out of what account was that?

THE WITNESS: (To Mr. Campbell.) Do you have that check?

THE COURT: You have one in the evidence?

MR. CAMPBELL: I mean, it -- it's not in

evidence. But I have it, if she may be allowed to refresh her recollection on it.

THE COURT: Yep. She can look at it.

MR. CAMPBELL: Just for the record, the reason it's not in evidence is there's some of her handwriting on the paper, and I didn't think that would be appropriate.

A It's August the 19th of '13.

Q (MR. SMITH) : Okay. And that was written by Mr. T. G. Moore?

A Correct.

Q Okay. Ms. Moore, were you ever notified or did you have knowledge that any of the siblings could go get any of the furnishings from the storage unit at anytime?

A No. My -- he -- he -- Dennis gave keys, but nobody, you know, was told they could get anything, that I know of. I was not told that.

Q All right.

MR. SMITH: Nothing further, Your Honor. Thank you.

THE COURT: I have a question for you. I -- just for my clarification. When you talk about T. G. Moore, you are talking about the Decedent.

THE WITNESS: Correct.

THE COURT: Is that correct? Okay. 'Cause we've got lots of Moores and at least one -- T. G.

THE WITNESS: T. G., Thomas G. Moore.

THE COURT: Okay. So those checks that you were talking about having been written were written by T. G. Moore --

THE WITNESS: Thomas G. Moore; yes, sir.

THE COURT: -- for the purchase of the Jaguar; is that correct?

THE WITNESS: Right.

THE COURT: And your testimony is that there -- it's -- that Jaguar was subsequently sold --

THE WITNESS: Correct.

THE COURT: -- to Ms. Tammy Jackson?

THE WITNESS: Correct.

THE COURT: And you don't find any receipt of those proceeds from the sale; is that correct?

THE WITNESS: Correct.

THE COURT: Okay. Thank you. If no one has anything else, you may have a seat.

MR. CAMPBELL: All right. If I may beg the Court's indulgence for 30 seconds, I believe I might be through, or close to it.

THE COURT: Fine.

MR. CAMPBELL: Your Honor, just one legal matter

I forgot in my list earlier. There is on the accountings a notation of a cemetery expense, but it's different than the cemetery expense that was paid at the beginning of this estate, which there are other records about. This one was not until late 2015, which was significantly after the death; and we would ask either that the personal representative provide information to support that or that that expense be paid back into the estate account -- 600 dollars.

THE COURT: All right.

MR. CAMPBELL: Thank you, Your Honor.

THE COURT: Counsels, anything else?

MS. ELMORE: I'm ready to present my client, Your Honor.

THE COURT: All right.

MS. ELMORE: I call Phillip Moore.

THE COURT: Mr. Moore, come up and raise your right hand. Do you solemnly swear to tell the whole truth and nothing but the truth?

THE WITNESS: Yes, sir.

THE COURT: Have a seat.

Mr. Moore, before we get started, I want to reemphasize what I have stated before here. I don't want to hear anything about any of the issues which

we covered in the December hearing; okay? And if you get off on one of those things, I'm gonna stop you the first time. If you get off on it again, I'm gonna hold you in contempt of court. You understand?

THE WITNESS: Okay.

THE COURT: All right, Sir. Go ahead.

THE WITNESS: Could you let me know if I get on that subject, please, sir?

THE COURT: Oh, I will absolutely let you know.

THE WITNESS: All right.

Phillip Moore,

having been first duly sworn by the Court, testified as follows:

D I R E C T E X A M I N A T I O N

BY MS. ELMORE:

Q Phillip, let's cover what's already been discussed, before we go into these new matters. You already heard the testimony and you were of course here for the December 22nd hearing regarding the right of each of the children to go and retrieve personal property, and the judge actually set forth how that was to happen. Do you recall that?

A Yes.

Q And were you ever notified of a date and time for everyone to meet at the place where the furniture

was stored?

A No.

Q Have you received any items of personal property from the estate?

A None.

Q Not anything?

A Anything, no.

Q Are you asking the Court to take into consideration whatever other people have received, and then even that out in the money with the final distribution?

A Right.

Q 'Cause at this point you've gotten zero and you should've gotten your one-fifth; correct?

A Right.

Q Okay. Now, you've already heard testimony about the fact that there's an objection to any of the storage fees being paid out of your father's estate money after the December hearing. Do you have that same objection?

A Yes.

Q And you're asking the Court to take that into --

A Yes.

Q -- consideration, and reduce that from Dennis' share or require him to pay it back?

A Right.

Q Now, let's talk about this Jaguar. Tell me what you know, of your own personal knowledge, about the Jaguar situation.

A Okay. The Jaguar was in the probate issue in front of Judge Scott, and I come to it -- I was sitting at the back -- and Tammy Jackson had the check. She didn't never run it through -- but she had the check with her -- she didn't never run it through the bank. It was 7200 dollars. I asked for a copy, but -- you know, I tried to get a copy of it and I -- I couldn't.

So after the hearing I went all through his bank statements, and the Honda come up. And it was a check wrote -- I don't know how that check was wrote on the Jaguar, I -- I hadn't seen it. But the Honda was give to -- wrote to -- paid to the order of Dennis Moore, and it was for 5,000 dollars. And I got the canceled check for that, made to Dennis Moore, but -- and I just seen her in July, the -- I got the date on the paper there -- on -- on Irby Street driving the car. I got a license number and -- and everything.

And it -- and I was just wondering why, you know, that money wasn't in probate or either he could

repo the car. He -- you know, a car dealer -- if they don't pay you for a car, you can go and pick it up anywhere you want to go. All you've gotta do is go to magistrate court and get a -- get repo papers.

Q And you've been in the car business how many years?

A About 40 -- 42 years, yeah.

Q So --

A And -- and really --

Q But you know Tammy Jackson by sight, you would recognize her?

A Oh, yeah. Yeah.

Q And she was driving a Jaguar?

A On Irby Street, yeah.

Q And did you have any personal knowledge about what that Jaguar looked at before -- looked like before you saw her?

A No.

Q Okay. Well, how do you -- tell the Court how you know that's the exact same vehicle.

A Well, the -- the -- the check come -- it was an '03 Honda blue. My -- my father had -- had it on the check, there. It was an '03 Honda blue.

Q Okay. Did you see her driving a Jaguar or a Honda?

A The Honda.
Q Okay.
A No, I --
Q All right. 'Cause you're confusing me. So --
A Yeah.
Q -- let's try to --
A I was talking about the Honda.
Q -- clarify the record.
A Okay.
Q How many vehicles did Tammy Jackson get by way of a loan, or paid for by your father?
A Well, the Jaguar come to -- come to the court, here. You know --
Q Okay.
A -- and -- and they handled that. And that Tammy Jackson had the check. That's all I know about the -- about the Jaguar. And I don't think Dennis told -- you know, I -- I -- I asked him about the -- about the Honda -- about the check, but Porter Stewart told them that that's the check that went -- that went through the bank, which it wasn't. It was the 6500 dollar check.
Q Let -- let's break it down. How much money did Tammy Jackson get from your father, that has never been brought back into the estate, for the Honda?

What's the number?

A For the Honda?

Q For the Honda.

A Five thousand dollars.

Q Okay. And you've got a canceled check for that?

A And he got it -- my father supposed to have a lien on it, it's on the check.

Q Okay. But you got a canceled check --

A Right.

Q -- signed by your father?

A Yeah.

Q Okay. As to the Jaguar, what amount did your father give Tammy Jackson for the Jaguar that you never saw come back in the estate?

A Sixty-five hundred dollars.

Q All right. Is there any other loans to Tammy Jackson, that you have personal knowledge of, for -- that you can testify to, that the money has not come back in the estate?

A Yeah, I've got a list of them. I can't -- I can't tell them --

Q Okay. Well, let me show --

A -- tell them off to you.

Q You -- you came -- you brought with you, which I haven't seen --

A Another thing I wanted to tell you --

Q -- nine -- nine different things. Tell me which of these packets can help you with that testimony so we can make sure you testify to everything that you have information about.

A Yeah.

Q Will that help refresh your memory? All right. Are those your notes?

A Yeah, those are my notes.

Q All right. Go -- go item by item and allow Judge Scott to get -- he's taking notes up there, as you see, so --

A All right.

Q -- let's go slowly, and you tell him what evidence you have and why you think the Estate is owed additional money for loans from Tammy Jackson. And provide him the dates and the amount.

A Okay. 7/5 of 2012, 425 dollars.

Q What was that for?

And for purposes of the record, what are you referencing, while you're --

A I'm -- what it's for. The checking --

Q Yeah, but what are you looking at?

A The canceled check.

Q The canceled check --

A Yeah, right.
Q -- that you got by subpoena to the bank?
A Right.
Q Okay.
A Okay. 7/5 of '12, 425 dollars, and it was made --
THE COURT: Let me stop you right here and make sure I'm on the right -- so I --
THE WITNESS: Okay.
THE COURT: This is 425 that was paid by the Decedent to Tammy Jackson? Is that correct?
Q (MS. ELMORE) : Is that correct?
A It's --
THE COURT: This 425 was paid by your father to Tammy --
THE WITNESS: To Tammy --
THE COURT: -- Jackson?
THE WITNESS: Yes, sir.
THE COURT: Okay.
THE WITNESS: The date was 7/5 -- 7/5 of '12.
THE COURT: 7/5 of '12. Okay.
THE WITNESS: Yes, sir.
Q (MS. ELMORE) : Okay. And this is a copy of the check you received?
A That's a copy of the check.

Q Okay. This --

A That's just checks given to other people for him.

Q Okay.

THE COURT: Okay. Let me ask you a question about that. In the previous matter, when we had Tammy Jackson in here and we were looking at all these checks back and forth, some of those checks had notations by your father for what they were. Is there any notation on this check of 7/5/12 that --

MS. ELMORE: Your Honor, I --

THE COURT: -- said anything?

MS. ELMORE: -- I would just move to admit it as check number 6804 on the Thomas G. Moore account. It's dated July 5 of 2012.

Q (MS. ELMORE) : Now, you can read your father's scribble-scrabble --

A Right. Yeah.

Q -- so I'm gonna --

A Yeah.

Q -- ask you. On the reference line, what does he note that that loan was for?

A Loan to clean up tree yard.

Q Okay.

MS. ELMORE: Your Honor, if I may, I'm gonna do

these as a collective exhibit.

THE COURT: That's fine.

MS. ELMORE: Since he's got copies --

THE COURT: That's fine.

MS. ELMORE: -- of everything. And it'll be Respondent Phillip Moore's Number 1.

Q (MS. ELMORE) : All right. The next line that you're aware of, tell me about this one. The date and what it's for.

A Is that 7/20?

Q Uh-huh.

A 7/20 of 2012 for 1500 dollars.

Q Okay. Is there a reference at the bottom, as to --

A From T. G. Moore, a loan to Tammy Jackson.

Q Okay. And of course you recognize your father's signature --

A Oh, yeah. That's --

Q -- and his handwriting?

A -- him on that check, yeah.

THE COURT: What's the number on that check?

MS. ELMORE: That's check number 6815. And I move to admit that into evidence as well.

Q (MS. ELMORE) : Let's move on to the next one, Phillip.

A 8/19.
Q Okay. And what's that -- it's payable to whom?
A Tammy Jackson, 8/19 of 2012, for a thousand dollars.
Q And what's the reference, as far as what it's for?
A Realtor loan, Tammy Jackson.
Q Okay. And is that your father's handwriting?
A Yeah.
Q And that was a check you obtained from the bank?
A Right.
Q And that's check number 7048.
All right. And then there's three that you've actually put --
THE COURT: You gonna admit --
Q (MS. ELMORE) : -- on the same page.
THE COURT: You gonna admit that one?
MS. ELMORE: Huh?
THE COURT: You gonna admit that one?
MS. ELMORE: Oh, I'm moving to admit that in this joint exhibit.
Q (MS. ELMORE) : Tell me about those -- the remaining three loans, that you're aware of, to Tammy Jackson.
A Okay. The first one is 10/26 of 2012 for 2,413 dollars. And on the memo it's got, Loan to Tammy

Jackson to get her broker license to sell real estate.

Q Okay.

MS. ELMORE: Your Honor, I would --

A We've got these other two.

Q (MS. ELMORE) : Oh, and the other two.

A Okay. The -- you ready?

Q Yes.

THE COURT: What's the number on that one, please?

MS. ELMORE: The check number? Check number, Your Honor, is 4541.

Q (MS. ELMORE) : Go ahead. What was the next one?

A 11/5 of 2012 for 1800 dollars. And the memo is, Loan to pay for Prayers' teeth. Her daughter.

Q That's Tammy Jackson's daughter?

A Tammy Jackson's daughter, yeah.

Q And that is check number 4543; is that correct? That one?

A 4543. Yes, ma'am.

Q And then what's the last one that you have with regard to Tammy Jackson loans?

A The last one is 7/3 of 2013 for 1200 dollars.

Q And what -- is there a reference on that one?

A It's just got loan.

Q Okay.
A Loan on the bottom.
Q And that's check number 1205.
MS. ELMORE: I would admit that. And, Your Honor, I'll just mark this collectively as Respondent Phillip Moore's Number 1.
(Respondent's [Phillip Moore] Exhibit Number 1 marked for identification.)
THE COURT: Counsel, you want to look at these?
MR. SMITH: That's fine.
Q (MS. ELMORE) : Okay. Now, the 5,000 dollar check that you just mentioned to the Honda Accord, I found that one now. Can you identify what that is?
A That's the check for the '05 Honda. That's got a lien on the title, 5,000 dollars.
Q Okay.
MS. ELMORE: I'd admit that as Number 2.
(Respondent's [Phillip Moore] Exhibit Number 2 marked for identification.)
THE COURT: Who's that actually from?
MS. ELMORE: The check was payable --
Q (MS. ELMORE) : Who was it payable to? You testify.
A Tammy Jackson by T. G. Moore.
Q And that's your father's signature?
A Yes.

Q And that was another one of his canceled checks?
A Right.
Q Okay. Let's move now to -- all right. I see you brought a packet for furniture items. Have you testified to everything you need the judge to know about the furniture items?
A Yeah.
Q Any more of them?
A All -- yeah.
Q All right.
A That's it. Yeah, I -- all -- all I know is that he -- he was supposed to take pictures, you know, of them.
Q Okay. All right. Let's look at this group of documents. What do these demonstrate? And what do you know -- just from your own personal knowledge, now, what do you know about those documents?
A This is the loans made to Dennis -- Moore's Cars, LLC from the bank account First Citizens.
Q Okay. And do you have checks attached to this?
A Yeah.
Q Now, the handwritten notes on these checks, Phillip, are nothing more than you writing out --
A On the bottom.
Q -- what -- because your father's handwriting --

A Right. Yes.
Q -- is so difficult to read?
A Yeah.
Q But you haven't added any other notes?
A No. I haven't added nothing.
Q Okay. Well, let's, then, since I'm gonna admit this all together in the interest of time -- okay. First of all -- okay. The checks that we're getting ready to admit, they're on the First Citizens account, and who was the owner of that account?
A First Citizens account was opened by Thomas G. Moore.
Q Was there a joint account owner?
A No joint account. POD -- Michael Dennis Moore, POD.
Q Okay. All right.
MS. ELMORE: And I'd admit that as Number 3.
And that's the account, Your Honor, from First Citizens ending in 1209.
(Respondent's [Phillip Moore] Exhibit Number 3 marked for identification.)
Q (MS. ELMORE) : Okay. And let's go through -- all of these checks are copies that you received from the bank, pursuant to your subpoena; correct?
A Right.

Q Okay. And they're all for the account ending in 1209; correct?

A Right.

Q All right. Give me the dates and the amount of each one and any notations that you can read off of the reference line.

A Okay. 5/10 of 2011. The notation is, Money put Moore's Cars, LLC to buy/sell cars, money from the house sale, Edgefield.

Q Okay. What --

A The date --

Q What's the next one?

A You want the amount?

Q Oh, yes.

A 70,000. 8/18/11 was for 23,000. And the memo is, Loan to Moore's Cars, LLC -- for 23,000. The date 12/10 of '12 for 50,000. Loan to Moore's Cars, Anderson Bank from house money. That's 50,000.

Q Okay. What's the next one that you have?

A 1 -- 1/18 of 2012 is a hundred thousand. The memo --

THE COURT: Say that one again, please. What's the date?

Q (MS. ELMORE) : Date, please?

A 1/18 2012.

THE COURT: Okay.

A A hundred thousand. Money put in Anderson Bank for Moore's Cars, LLC to buy cars.

Q (MS. ELMORE) : Okay. What's the next one?

A 8/8 of '12, 50,000 dollars. Loan to -- memo, Loan to Moore's Cars to buy cars, to pay for cars at Aycock Auto Auction, Dennis.

Q Okay. What's the next one?

A 11 -- that was for 50,000 -- 11/8 of '12, 40,000. Memo reads, Loan to Moore's Cars.

Q And who, at that point, was Moore's Cars? Dennis or your dad?

A Dennis.

Q Okay. All right.

A 4/9 of '13, 39,640. Memo, Money from house money, Edgefield, Windsor Forest, loan to Moore's Cars, LLC.

Q Okay.

A The next one?

Q Next one.

A 4/12 of 2013, 32,000. Memo reads, House money, Edgefield, Windsor Forest, money loan to Moore's Cars, LLC.

Q Okay.

A The next one is 5/30 of '13 for 25,000. Check

reads, Loan to Moore's Cars, sale from house Windsor Forest.

Q Okay.

A 6/11 of 2013, 25,000. Memo reads, Money loaned -- it's comma -- house sale to Moore's Cars.

Q Okay.

MS. ELMORE: Your Honor, I would move to admit these collectively as Phillip -- or Respondent Phillip Moore's Number 4, I believe it is.

(Respondent's [Phillip Moore] Exhibit Number 4 marked for identification.)

Q (MS. ELMORE) : Now, Phillip, you had some additional documents attached to that packet, so what are those?

A Okay. This is where T -- T. G. opened up the -- opened up a account.

Q Okay. How much did he initially deposit?

A One of them was March 17th of 2011, a hundred. And another one, March 17, 2011, a hundred. The total of was 200,000.

Q And the checks you referenced, I believe were written after those deposits were made; is that correct?

A Right.

Q All right.

THE COURT: So -- and clarify for me. Those were deposits from whom to what?

Q (MS. ELMORE) : Who's on the account?

A Thomas G. Moore.

Q Okay. It was POD --

A POD Michael Dennis Moore.

Q Okay. But not a joint --

A No, no joint.

Q And who deposited the money?

A T. G. Moore.

Q Your father?

A Right.

Q Okay. Tell me about this document.

A This is -- this is what I -- I wanted to get from -- from Dennis, the statement he -- he had the account -- a bank account to operate Moore's Cars, LLC.

Q Okay. That's not evidence of a --

A No --

Q -- monetary amount --

A -- no, no.

Q -- for purposes of today?

A I just wanted -- I just wanted him to --

Q Okay.

A -- produce that, which I didn't get.

Q All right. Tell me about this one.
A That's the bank statements that I asked -- I asked him for, and --
Q Uh-huh.
A -- you know, he stated that I asked for 10 years, but there's the subpoena from the lawyer in Columbia with the date and stuff that I asked -- you know --
Q The first lawyer?
A Right, the first lawyer. And I didn't -- I didn't want no 10 years.
Q But you've already testified -- you understand --
A Right.
Q -- Judge Scott doesn't want to hear any more about the commission --
A Right. Okay.
Q -- but that's --
A I -- I --
Q -- one of your objections.
A I just wanted to show --
Q That you had to pay all this money --
A Right.
Q -- to get statements that he --
A And I just wanted to show you --

Q -- was volunteering to do?
A -- show that I didn't ask for no 10 years.
Q Okay. All right.
A You know, I asked for -- from -- from '09 up to present.
Q All right. What is -- what is this stack?
A This is -- this is gonna be difficult, here, the 05 --
Q Well, what --
A -- 29 summary.
Q What is it? What are you trying to --
A It is --
Q -- to demonstrate?
A It is the money -- the last bank statement my father opened. And he was only on the -- that account. There was no debts written on the account, there was no POD, no -- no -- just Thomas G. Moore.
Q Okay.
A He opened it 4/5 of '13.
Q April 5th of 2013?
A Right. This is the last bank statement --
Q Bank account?
A -- he had -- right.
Q Okay. And who -- what -- what bank was that?
A First Bank.

Q First Bank?
A Yeah.
Q Okay.
A And, you know, I just got what he -- checks that's been given for cars, and out of that bank account. And the checks that was given for the cars totaled -- I got it in the paper, here -- totaled a certain amount, but --
Q Tell the judge what -- what you say is the total amount of -- that your father loaned to Dennis to buy cars.
A The total --
Q But this -- for buy -- buying cars too; right?
A Okay. This is supposed to be in -- in my father's account without doing nothing, 217,875.
Q Okay. Now, if you will, give the dates and the amounts of each of the checks and why you contend that that should be money that should've been in the estate by repayment of a loan to Dennis.
A Okay. It was the -- it was the accounts that I just give him.
Q This -- was this -- no different numbers?
A No. But -- yeah -- yeah, there's -- there's -- what's the last one I give him, Kathy? Was it 4/30 of '13?

MS. ELMORE: I appreciate the Court's indulgence for just a moment.

Q (MS. ELMORE) : Okay. So are -- there are additional loans that you contend Dennis owed your father, before your father died, and have never been repaid to the estate?

A Well, what this is, is it -- it was deposited in his account.

Q Whose account?

A Of Thomas G. Moore.

Q Your dad's account?

A Right. And it's not in there now.

Q Okay.

A Yeah.

Q All right. Give me the dates.

A Date 4/18 of '13, 6620 dollars for a F150 truck.

Q Okay. Do you have a supporting document to that amount in that stack of stuff?

A It's in here somewhere, Kathy; but, you know, I'm --

Q Okay. Well, you've got the --

A I thought I had it lined up.

Q Let me see.

THE COURT: Mr. Moore, while she's looking, let me clarify something for the purpose of the Court.

THE WITNESS: Yes, sir.

THE COURT: The bank account which you testified to of -- was a amount of 217,875 dollars. Where was that bank account, what bank was that in?

THE WITNESS: First Bank.

THE COURT: First Bank?

THE WITNESS: That -- well, that --

THE COURT: So that's the account that was opened on 4/15/17 (sic)?

THE WITNESS: 4/5 of --

THE COURT: 4/5, right.

THE WITNESS: 4/5 --

THE COURT: Okay. In the name of --

THE WITNESS: -- '13.

THE COURT: -- Thomas G. Moore, and he was the only one on that account?

THE WITNESS: Yes, sir.

THE COURT: That what you testified to?

Now, these deposits, I think they are, that you're testifying to -- 4/18/13 and 6,620 dollars, is that a deposit?

THE WITNESS: Deposit, yes, sir.

THE COURT: Into that account?

THE WITNESS: Yes, sir.

THE COURT: And with the notation of a F150

truck?

THE WITNESS: Yes, sir.

THE COURT: I -- I assume that's a sale? Is that what that's about?

THE WITNESS: I assume; yes, sir.

THE COURT: Okay. Well, while she's looking, let me ask you another piece of information for clarification. You testified as to two deposits on 3/17, each of a hundred thousand dollars; those are deposits into what?

THE WITNESS: They was deposited in -- in the First -- First -- First Citizens.

THE COURT: First Citizens?

THE WITNESS: Yes, sir.

THE COURT: And that account was in the name of Thomas Dennis Moore; is that correct?

THE WITNESS: It was Thomas G. Moore --

THE COURT: Thomas G. Moore?

THE WITNESS: -- POD Dennis Moore.

THE COURT: I gotcha.

MS. ELMORE: This may be more direct, Your Honor.

Q (MS. ELMORE) : Phillip, this document that has the clip on it, whose handwriting is this --

A That's --

Q -- on the front?
A That's mine.
Q That's your handwritten notes?
A Right.
Q And you have gone through and pulled the documents from the bank statements, that the bank has produced --
A Right.
Q -- and attached those to your handwritten notes --
A Right.
Q -- in support of what you contend is a 217,875 dollar debt that Dennis owed your father at the time of his death?
A Right.
Q And your beef with that is, if it had been anybody but Dennis they would've pursued repayment for Mr. Moore's heirs to get that money back into the estate?
A Correct.
Q Okay.
MS. ELMORE: Your Honor, I'll just admit this and mark it as Number 5.
THE COURT: Any objections?
MR. SMITH: No, Your Honor.

THE COURT: Okay.

(Respondent's [Phillip Moore] Exhibit Number 5 marked for identification.)

Q (MS. ELMORE) : I think that I've answered this, we don't need to address this further; is that correct? I'm handing you what you -- your handwritten notes.

A No, we hadn't addressed this here.

Q Okay. What do you want to address about that?

A Okay. What I wanted -- Dennis was --

Q What is it, first? What -- what is that?

A It's the rubberstamp made by Dennis for T. G. Moore's account.

Q Okay. Tell the judge --

A And --

Q And you've made some handwritten notes?

A Right.

Q And what -- what are -- what are you wanting the judge to know about that?

A Okay. Dennis -- you know, we had a deposition which Dennis denied that -- that he used a stamp, he don't know nothing about the stamp, he don't -- the T. G. Moore -- you know, from -- the -- the stamp from his bank account. Okay, on 12/19 of '13 -- T. G. passed away 12/20. He was in a coma for about a week and a half, two weeks.

Q Okay.

A And it -- it was -- it was made out to the county treasurer -- both checks was paid out to the county treasurer for the taxes on his house -- or -- or -- or T. G.'s house 12/19 of '13 in -- in T. G. Moore's signature and Dennis was writing it.

Q So that document doesn't demonstrate any money that needs come back --

A No. No, he just --

Q -- to the estate? Okay.

A I'm -- I'm just saying that he -- he -- he knowed about the rubberstamp. He had possession of it.

Q Okay. Tell me about -- tell me about this. Can you identify that?

A Yeah.

Q What is it?

A It is -- it is the paper that Dennis produced to -- to us, that he's paid the promissory note in the loan that he -- that he -- that T. G. Moore loaned him.

Q Okay.

A You know, and -- and these two checks is made out -- exactly memo-ed the same as the checks that I just give the judge.

Q Okay. Let's break it down. What do you contend these show that demonstrate Dennis Moore would have some financial benefit or windfall as result of not doing what he was supposed to do?

A Okay. The reason I -- I -- I put -- you know, put this in here, I was just showing a copy what -- what -- how the checks looked and -- and -- and what the checks loaned to Dennis Moore. Okay. Then the -- and the promissory note. And then the -- the check reads -- each loan, the promissory note has been stamped paid and signed by Thomas G. Moore. Dennis Moore had been given receipts for all the loans -- you know, the paper here. It was signed -- signed and witnessed. So at -- the -- the date was April 20, 2010.

Now, I want him to produce the -- I've -- I've been asking him to produce this paper, here, from 2010 to 2013. That's -- that's my issue.

Q Okay. So you're saying that your -- you don't dispute that your father, on April 20th of 2010, said Dennis and I are back to even?

A Not at all.

Q Okay. But from 2010 until the date of your father's death, we've admitted into evidence checks --

A Right.
Q -- indicating that your father made additional loans, and we have requested and have never received any proof of repayment?
A Right.
Q Okay.
A And I got them papers there from my -- my father's safe before he passed away.
Q Okay.
A And they were -- they was in there for 2013.
Q And the original note was for how much?
A Four hundred fifty --
Q Okay.
A 450,000 dollars.
Q All right. I'm gonna show you another packet of information that you brought with you today and ask you, does this have anything to do with anything that Dennis may owe the estate?
A I think the onliest thing this shows, Kathy, is -- is -- is, you know, stating that my -- my father had Alzheimer's. And the checks is wrote by Dennis 10/29, and my father, he didn't write no more checks until he passed away in -- on 12/12 of 2013.
Q Okay.
A And Dennis is the one that filled the checks out

from my father's bank account, which he -- you know, my knowledge, that he wasn't even supposed to use the bank account. His -- his name wasn't on the bank account. And --

Q All right. Let me ask you to it like -- ask this. I understand there may be a dispute -- he says he didn't have Alzheimer's and you say that he did have Alzheimer's. Does this set of documents that you brought with you today show that he -- that Dennis Moore misappropriated, took, or did away with any of your father's money that should've come back into the estate? Does that show that, or is it just dealing with the Alzheimer's issue?

A I think -- he just wrote them out for his bills, Kathy.

Q So you don't contend that there's any missing funds --

A No.

Q -- as a result of --

A No, he just wrote --

Q -- that information? Okay.

A He just wrote out the bills. Whenever my father -- he couldn't write them out.

Q Okay.

THE COURT: Let me ask you a question,

Mr. Moore.

THE WITNESS: Yes, sir.

THE COURT: You indicate you got these papers out of your father's safe?

THE WITNESS: Yes, sir.

THE COURT: When was that?

THE WITNESS: Not -- the -- the -- these here papers here, Judge --

THE COURT: When did you get them out of your father's safe?

THE WITNESS: Before he passed away.

THE COURT: Like when?

THE WITNESS: Probably -- probably somewhere around in -- at 2012.

THE COURT: Okay.

THE WITNESS: I stayed with him a lot and -- just as much is Dennis did, and, you know --

Q (MS. ELMORE) : All right. Don't go there.

A Oh. Well, okay.

Q We thought -- we've already talked about that one-sixth.

All right. How about this one? I think we've already covered this, but let me hand you what -- another packet of information you brought with you today. Does that show anything that we haven't

already addressed, either in the last hearing or by your testimony today?

A That's the -- that's just the -- the canceled check to the -- to the Jaguar -- the canceled check that the Jaguar was made to Dennis Moore instead of his company.

Q Okay.

A Yeah.

Q All right. That's the 6500 dollar --

A 6500 dollars --

Q We haven't admitted that yet?

A I don't know. I don't think they had a -- I think I was the onliest one had a copy of it.

Q And the only notations on this top part is your handwriting deciphering your father's handwriting --

A Right. Yeah.

Q -- on what you contend it says?

A Whatever's on the bottom of the check -- all them checks.

Q Okay.

MS. ELMORE: Your Honor, we would admit that as Number 6.

THE COURT: Well, tell me that -- what -- what is that check number and what bank account is it on?

MS. ELMORE: That is the check dealing with the

Tammy Jackson Jaguar --

THE COURT: Uh-huh.

MS. ELMORE: -- matter. And it's check number 1220 and the bank account at First Bank ending in 0527, and it's dated August 19th of 2013.

(Respondent's [Phillip Moore] Exhibit Number 6 marked for identification.)

THE COURT: And that check is from who to who?

Q (MS. ELMORE) : I'm gonna let you testify.

THE WITNESS: Made to Dennis Moore, signed by T. G. Moore.

Q (MS. ELMORE) : And have you -- and you've never seen anything to indicate that that money ever was repaid?

A No.

Q And did -- how many banks did you issue -- did we issue subpoenas? You had issued subpoenas through a lawyer in Columbia some time ago; correct?

A I had -- I had a list of them. There was nine -- nine of them at -- at First Bank, you -- you know, during -- during the time my father was living. And there was three at -- at brothers -- Anderson Brothers and one at First Citizen.

Q Okay. And your method of trying to follow the money was anytime on a bank statement you would see a

new checking number --

A Uh-huh.

Q -- or any indication that the money was going to an account that you had not obtained bank accounts, you called me and we issued another subpoena.

A Right.

Q Is that correct?

A Yeah. That's First -- First Bank. Yeah.

Q And these checks that you put in the -- into evidence today, from the time of the subpoenas -- which we went back well before 2010 -- or after 2010 --

A 2009, when that was started.

Q Right. We started --

A Right.

Q You -- that's when your investigation was --

A Right.

Q -- upon your dad's death?

Did you ever see any evidence of repayment of the loans for the checks that you have now submitted for Judge Scott's consideration?

A No.

Q Have I covered everything?

A I think so. I think I got a few more stuff, but I ain't -- I ain't gonna mess with it. It's at my

home. You know, I --

Q Okay.

A I didn't think I was gonna do anything today.

Q Okay. Well, tell me what it is and -- and --

A I don't know if I -- it's --

Q What's your -- what's the issue? What is your concern?

A I don't know, Kathy. With all this stuff here, I can't remember, you know.

Q All right. You're --

A And I don't want to say anything that -- that goes back to the other hearing or nothing, you know.

Q No, you don't.

A Right.

Q Now, is there anything else that you need to tell Judge Scott about new matters of things that you think will impact the distribution and closing out the administration of this estate?

A Well, I can't think of nothing. He just hadn't done anything to close the probate, you know, and the...

Q Okay.

THE COURT: Counsel, any questions?

MS. ELMORE: Thank you, Your Honor. And I appreciate the Court's indulgence.

MR. SMITH: Just a couple, Your Honor.

C R O S S - E X A M I N A T I O N

BY MR. SMITH:

Q Mr. Moore, all of these checks and everything that were brought out today, when did you receive those? You mentioned subpoenas. When did y'all subpoena those checks?

A It was -- it's got it on his -- on the subpoena. He subpoenaed it -- Porter Stewart.

Q Was it before or after the last hearing?

A It's on the -- it's on the -- it's -- the date's on there, on the -- on the subpoena.

Q Okay. Well --

A I -- I don't know what they done with the subpoena.

Q All right. Do you remember if this happened before we came to the hearing in December?

A What happened?

Q Did you receive the copies of these checks and anything we've discussed today?

A Before December?

Q Yes.

A Yeah, I probably did, yeah.

Q Okay. Was there a reason we didn't bring that up in December when we were handling all those

issues?

A I don't know why he didn't bring it up, you know, because -- you know, there was a lot of -- a lot of issues, what I had today, that it wasn't brought up. And we was here 'til 6:00 on -- on the last hearing.

Q Yes, sir.

A You know, there -- there was no way to cover all -- all of them.

Q All right. Okay. Well, let me also clarify a couple things. We know your father had a business titled Moore's Used Cars. Is that correct?

A Well, it -- it was stated by you and Dennis that my father wasn't in business.

Q Right. But at some point he had one, Moore's Used Cars?

A In 2002, whenever he went out.

Q Right.

A And the -- and the paper -- the money that he went out with, the exact amount, was shifted over to Dennis, the same amount, in 2003.

Q Okay. And we also -- at the last hearing I believe we established that your father did have checking accounts titled Moore's Used Cars, even though that wasn't his business; is that right?

A Right. He would -- and again, he didn't have no business. He just had the -- he just had the statement of the bank account, Moore's Cars.

Q Okay. So some of those checks that you brought up earlier, they came from your father to Moore's Used Cars -- to the checking account of Moore's Used Cars; is that right?

A To the...?

Q They were titled to Moore's Used Cars?

A You talking about who -- who they was made -- who --

Q Right.

A I -- there was Moore's Cars, LLC on the top.

Q Okay.

A And signed -- signed by -- signed by T. G. Moore. And that's not just one, that's all of them.

Q All right.

A You know --

Q But --

A -- any checks that --

Q At our last hearing we established your father had a checking account titled Moore's Used Cars, LLC. Is that correct? Do you remember that?

A A lot of them was on the -- Moore's Cars. You

know, the checks -- the checks on the top was --

Q Right.

A Every check that, you know, Dennis used -- every -- every check was Moore's Cars --

Q Right.

A -- you know.

Q But it's -- so what we're saying is there's some checks that could've gone to Dennis's business and some that your father could've been paying to his own -- other bank account; is that right?

A Well, I -- I never did receive Dennis's account. You know, Dennis -- Dennis was using the Anderson Brothers, and it belonged -- it belonged to my father.

MR. SMITH: I have nothing further, Your Honor.

THE COURT: All right. I want to try to clarify for my own mind, the Tammy Jackson matter. We had a hearing on that and made an order. Tammy Jackson -- if I'm correct in what you're testifying, Tammy Jackson bought a Jaguar. Is that correct?

THE WITNESS: She had a check for a Jaguar -- yes, sir.

THE COURT: And she bought it from who? Who did she buy it from?

THE WITNESS: It had to come out of Moore's

Cars, the -- the account. You know, all cars that's been bought or sold has got to be run up under the dealer's license. And that's -- it can't be but one business. It -- with the Secretary of State or whatever. It can only be one business to buy a car or sell a car.

THE COURT: So your testimony is that she bought the Jaguar for -- from Moore's Used --

THE WITNESS: Correct.

THE COURT: -- Cars, LLC, or whatever --

THE WITNESS: Correct.

THE COURT: -- that was? Okay. And she paid 6500 dollars; is that what you're saying?

THE WITNESS: Seventy-two --

THE COURT: Seventy-two?

THE WITNESS: -- on the Jaguar. And she had the check to that. And I -- during the hearing, I think -- I got it in the transcript, there, where Porter Stewart thought that that was the check for the Jaguar, but he didn't know -- Dennis didn't tell him about the other check before that, for 6500 dollars.

THE COURT: Well, you're confusing me again.

THE WITNESS: Well --

THE COURT: What was the check for 6500 dollars

for?

THE WITNESS: That was for the Jaguar. My -- my father -- he --

THE COURT: What was the check for 7200 --

THE WITNESS: -- he give --

THE COURT: -- dollars for?

THE WITNESS: -- he give two of them.

THE COURT: She paid -- the total was 65 and 72?

THE WITNESS: My father give her a check for 6500 dollars for the Jaguar.

THE COURT: All right. Now, see -- it -- who bought the Jaguar? Who -- who -- whose --

THE WITNESS: Tammy Jackson.

THE COURT: She bought it?

THE WITNESS: Yes, sir.

THE COURT: And she paid for it?

THE WITNESS: Yes, sir.

THE COURT: With what?

THE WITNESS: With the -- with -- with -- with T. G.'s check.

MS. ELMORE: I -- can I try to question -- 'cause I think I know what your concern is.

THE COURT: Yeah.

MS. ELMORE: And -- and your confusion.

THE COURT: Please help -- try to --

REDIRECT EXAMINATION

BY MS. ELMORE:

Q Okay. Well, listen to me, Phillip.

A All right.

Q Okay. The check for the Jaguar was written off of whose account?

A T. G. Moore.

THE COURT: And that's the --

Q (MS. ELMORE) : Your father?

THE COURT: -- 6500 dollar one?

THE WITNESS: Yes, sir.

Q (MS. ELMORE) : Okay. And it was payable to whom?

A Tammy Jackson.

Q Tammy Jackson. Okay.

Then there was a second check -- is it in those documents?

A The 5,000 is, yeah.

THE COURT: Now we've got another number, 5,000.

THE WITNESS: No --

Q (MS. ELMORE) : Hold on. I think we've gotten you confused. Just take a deep breath --

THE COURT: You've gotten --

Q (MS. ELMORE) : -- before we continue.

THE COURT: -- me confused.

A The problem is two -- two checks --

Q (MS. ELMORE) : Wait a minute.
A -- have been paid for the Jaguar.
Q All right. While he is looking for that, here is the second check, is our Exhibit Number 6. Whose -- who signed that check?
THE COURT: What's the -- what's the number on that check? The check number?
MS. ELMORE: The check is check number 1220, First Bank, dated August 19th of 2013.
Q (MS. ELMORE) : Okay. What is the notation as to what that check is for?
A You want me to read the whole thing?
Q What -- what's it for?
A It's the -- it's -- '04 Jaguar car.
Q Okay. Is that the Jaguar that Tammy Jackson got?
A Right.
Q Okay. Who signed that check?
A Thomas G Moore.
Q Your father?
A Right.
Q And that was one of the accounts that he was the sole owner on; correct?
A 052--- right.
Q Uh-huh. And who is that check made payable to?

A Dennis Moore.

Q Okay. So in 20 -- August 19th of 2013, before he died December 20th of 2013, he wrote a check that was supposedly a loan for a Jaguar and paid it to Dennis Moore?

A Right.

THE COURT: Now, whoa, whoa, whoa, whoa. That's supposed to be a loan.

MS. ELMORE: All right. It might help if you can see the exhibit.

MR. SMITH: How much was that check, Kathy?

MS. ELMORE: 6,500 dollars.

MR. SMITH: Okay.

(Crosstalk.)

MS. ELMORE: Okay. Now -- whenever you're ready, Judge.

THE COURT: Wait a minute, I'm just reading this. All right. I've got a little -- little problem, here. The testimony, as I understood it, was that all the writing at the bottom of these -- these exhibits was basically an interpretation of the handwriting of Mr. T. G. Moore.

MS. ELMORE: Actually, Judge, you'll see that's the top half of a piece of paper.

THE COURT: Uh-huh.

MS. ELMORE: My client -- the reason I ripped the bottom off as I was handing them up to him is because his -- his comments had not been admitted; I let him testify to those.

THE COURT: Well, that's the reason I was saying --

MS. ELMORE: What the handwriting -- that -- what the handwriting you see, it should be a verbatim, because his father had such a --

THE COURT: No, no, no, no, no. That's all that's on the check, and this stuff down here's not on the check.

MS. ELMORE: That needs to be redacted, then, Your Honor.

THE COURT: Okay.

MS. ELMORE: But let me -- let me go to the first --

THE WITNESS: I was just --

MS. ELMORE: -- vehicle --

THE WITNESS: -- trying to explain that to him --

MS. ELMORE: I understand.

THE WITNESS: -- you know.

Q (MS. ELMORE) : On this one, what's -- this is Exhibit Number 2. You've got stuff written right

here. Is that exactly what's on the check?

A Right. Correct.

Q And is this the first check dealing with the Jaguar?

A No, that's the Honda.

Q This is the Honda?

A Yeah.

Q Okay. Maybe that's where the confusion is; there's a Jaguar and a Honda.

A Right.

Q Okay. What is -- Respondent's Exhibit Number 2, which is check number 4398, dated May 18th of 2012 for 5,000 dollars, who signed the check?

A Thomas G. Moore.

Q Okay. And who's it payable to?

A Signed by -- wrote by Thomas G. Moore.

Q Okay. And who is it to?

A Tammy Jackson.

Q So the Jaguar, your father paid Dennis Moore for?

A Right.

Q Okay. But Tammy -- but Tammy Jackson got the car?

A Right.

Q And she's still got the car?

A She -- no, she hasn't got the Jaguar, she's still got the Honda.

Q Okay.

A It is -- it's confusing.

Q It is very confusing.

MS. ELMORE: Did I clear that up at all for you, Judge?

THE COURT: All right. So you've got Exhibit Number 2, which is check 4398.

MS. ELMORE: That's this one.

THE COURT: It's for 5,000 dollars. It's written to Tammy Jackson from Moore's Cars, LLC. Isn't that what it says, Moore's Cars, LLC?

MS. ELMORE: Right.

THE COURT: That's who the check's off of? All right. And, you know, this -- okay. Let me see, here. Okay. Now, I see the lien put on the title, I see that. I see a VIN number. And I see a loan to Tammy Jackson.

So Moore's Cars, LLC made a loan to Tammy Jackson for 5,000 dollars, which she then used to buy the Honda. Is that what your testimony is?

THE WITNESS: Yes, sir.

THE COURT: And Moore's Cars, LLC is who?

THE WITNESS: By the dealer's license, it's

Dennis.

THE COURT: Okay. So Dennis's company loans Tammy Jackson 5,000 dollars to buy the Honda; is that right?

THE WITNESS: By his dealer's license; yes, sir.

THE COURT: Okay.

THE WITNESS: But T. G. ain't got no company -- you know, business.

THE COURT: That's fine. That's what -- that's what I'm asking you.

Q (MS. ELMORE) : On that particular account, Phillip, was Dennis's name --

A No.

Q -- on that account?

A No.

Q Did you see any evidence that Dennis deposited anything into that account?

A No. They were signed -- the check was signed by T. G. Moore.

Q Okay.

A All checks were signed by T. G. Moore.

Q So your position is, regardless of the name at the top left, this is T. G. Moore's money, T. G. Moore's account, and T. G. Moore's loan?

A Correct.

THE COURT: Okay.

Q (MS. ELMORE) : And is that the same position you take with regard to the other checks that we've admitted?

A Every one of them, since 2003.

Q Okay.

THE COURT: Now, let me ask you this question. Where'd this 5,000 dollars that he made a loan to her go? What are you saying he -- she used that for?

THE WITNESS: She's still got the car. She's -- she's driving the car now.

THE COURT: All right. So -- so you're saying Moore's Cars, LLC, which is just a pseudonym for T. G. Moore --

THE WITNESS: Right.

THE COURT: -- loaned 5,000 dollars to Tammy Jackson and put a lien on the Honda title?

THE WITNESS: And, Your Honor, they should -- they should received the title back -- they -- they take that title and -- and fill the papers out and go to the highway department. Then if it's got a lien on it, they send it back to the person who owns it, you know, whoever's -- whoever's got the lien. Tammy Jackson, she don't get it until she pays it off. It goes back to T. G. Moore -- Moore's -- Moore's Cars.

THE COURT: Whoa, now --

THE WITNESS: Now, one --

THE COURT: Whoa, whoa, whoa, whoa, whoa. You lost me there. Did Tammy Jackson ever pay anybody 5,000 dollars?

THE WITNESS: I don't know where she paid Dennis or not -- you know, Moore's Cars or not.

THE COURT: Okay.

THE WITNESS: There -- there wasn't no proof, you know.

THE COURT: Uh-huh. All right.

Q (MS. ELMORE) : You haven't seen that 5,000 dollars --

A I haven't seen it.

Q -- going into the accounting for the estate?

A Correct. And -- and if it's not been paid by Tammy Jackson, Dennis should have the title to it.

Q Okay.

A Until she does, that --

Q And should've pursued payment?

A Right.

Q Okay. All right. And these other two --

MS. ELMORE: These are cleaner copies, Judge, of check number 1220 and 1222.

Q (MS. ELMORE) : And these deal with Jaguar; is that

correct?

A Correct.

Q Okay.

A Yeah.

Q Who -- what's -- the top left, what's -- what's on it for the -- who owns the checking account? What does it say?

A Right here?

Q Yeah.

A Moore's Cars, LLC.

Q Okay. Based on the information you received on the bank, who owned the account?

A Thomas G. Moore, 0527.

Q Okay. So it may be -- and I think the judge used use the term pseudonym -- perhaps that's the best way to reference it. Regardless of what's at the top left, did you see -- have you found any indication that Dennis Moore contributed any funds to those solely-owned accounts of T. G. Moore?

A None.

Q Okay. And have you seen any evidence that these loans from 2013 have ever been paid back?

A None.

Q Okay.

MS. ELMORE: I'd mark this as Number 7.

(Respondent's [Phillip Moore] Exhibit Number 7 marked for identification.)

Q (MS. ELMORE) : Last series of questions. Phillip, you were asked why you didn't bring this up at the last hearing. Was it your understanding, that we were trying specific issues by consent; correct?

A Right. Yes, sir (sic).

Q And that by not raising that at that particular date, you reserved your right to raise new matters down the road; is that correct?

A Right.

Q Okay.

MS. ELMORE: Thank you, Your Honor. That's all I have.

THE COURT: Cross?

MR. SMITH: Nothing, Your Honor.

THE COURT: You can have a seat.

I want to get Mr. Moore back up here. I --

MS. ELMORE: Certainly, Your Honor.

THE COURT: I still need some clarification. I hope everybody else has got this, but...

All right. These last two checks that you -- that you put in, check 1220 and check 1222, they are each made payable to Dennis Moore. You got copies of them?

MS. ELMORE: Your Honor, that's Exhibit Number 7, but -- but --

THE COURT: Exhibit Number 7.

MS. ELMORE: -- as duplicates. Okay.

THE COURT: Check 1220 and check 1222.

THE WITNESS: I got 1220.

THE COURT: You can hand them back, if you need to look at them.

MS. ELMORE: Okay. 1220 and 12 -- here, these -- these two; okay. All right.

THE WITNESS: No, that's not on there.

THE COURT: All right. These checks are -- one for 6,500 dollars and one for 7,200 dollars, and they're made payable to Dennis Moore and they're signed by your father; is that correct?

THE WITNESS: Yes, sir.

THE COURT: And they're for the '04 gray Jaguar?

THE WITNESS: I hadn't got the other check, Judge.

THE COURT: They both say the same thing.

MS. ELMORE: I don't have an extra.

THE COURT: He can go ahead and look at it.

MS. ELMORE: (To the witness.) Look at them carefully so he can --

THE WITNESS: Okay.

MS. ELMORE: -- ask you questions from them. Look at them, and I'm gonna hand them back up.

THE WITNESS: You're on -- oh, this here. Okay. All right. Okay.

THE COURT: Well, you can hold onto them. Those are -- both checks to Dennis from your father for 7500 -- 7200 dollars and 6500 dollars; is that right?

THE WITNESS: Yes, sir.

THE COURT: Okay. And they're for the purchase of an '04 gray Jaguar?

THE WITNESS: Yes, sir.

THE COURT: Now, what is your contention as to why that money, or whatever, should be in the estate? I mean, Dennis -- Dennis Moore, that's his -- payable to him. That's not payable to your father; right?

THE WITNESS: No, it's not -- it's not payable to my father. On the bottom of the 7200 dollar, it's got for Tammy Jackson.

THE COURT: Okay. So he bought the Jaguar for Tammy Jackson and paid Dennis for it; is that what happened?

THE WITNESS: Yes, sir.

THE COURT: Okay.

THE WITNESS: Two -- two -- twice.

THE COURT: So why are we concerned with that?

THE WITNESS: Well, Tammy Jackson had the 7200 that -- that she didn't produce -- she had in court. It didn't go through the bank.

But I'm -- all I'm -- all I'm worried about is the 6500 dollars. Where'd the 6500 dollars go, in his personal account? And all these cars here were supposed to be made out to his business, Judge Scott. It was --

THE COURT: Well, that's neither here nor there.

THE WITNESS: Yeah -- right. Yeah.

THE COURT: The money was paid to Dennis Moore.

THE WITNESS: Right.

THE COURT: Okay. And what I'm asking you is, why would Dennis Moore be obligated to put that into the estate?

THE WITNESS: Because the check on -- wasn't on -- mine is that the check was give to Dennis and signed -- signed -- signed by T. G. for the '04 Jaguar, which Dennis got and then sold again.

THE COURT: All right. So -- there you go. All right. So Dennis then repossessed --

THE WITNESS: Correct.

THE COURT: -- the Jaguar?

THE WITNESS: Yeah.

THE COURT: Uh-huh.

THE WITNESS: And sold it again.

THE COURT: Now, he repossessed it on what basis? Did he say he never was paid for it?

THE WITNESS: He said -- he said he went and -- he went and picked it up -- Tammy -- my -- I don't know whether I can say it or not, but I was told that -- that she was supposed to sell some -- some kind of real estate in Lake City. That's what was -- but she was supposed to pay him for it, but she --

THE COURT: She was supposed --

THE WITNESS: -- she never did.

THE COURT: -- to pay who for it?

THE WITNESS: Yes, sir.

THE COURT: Who? Pay who?

THE WITNESS: Dennis.

THE COURT: But he already got paid. He got paid 7200 dollars and 6500 dollars by your father.

THE WITNESS: That -- Tammy Jackson -- that 7200 dollars, it didn't -- it didn't go through the bank.

MR. CAMPBELL: May I, Your Honor?

THE COURT: Yes, sir. Clarify for me.

MR. CAMPBELL: Did -- did he -- did -- was it because he did not receive payment as PR on the loan that was due to your father? That's why he repossessed the car; correct?

THE WITNESS: Right. Right.

MR. CAMPBELL: It's not because he wasn't paid when it was bought the first time; it's that then, as PR, he stepped into your father's shoes and was trying --

THE WITNESS: Correct.

MR. CAMPBELL: -- to collect the loan from Tammy Jackson; correct?

THE WITNESS: Correct.

THE COURT: Okay.

MR. CAMPBELL: And he collected that loan by repossession; right?

THE WITNESS: Correct.

MR. CAMPBELL: But then that money never went into the estate, did it?

THE WITNESS: No.

THE COURT: All right. So there was -- testimony is that that money was a loan to Tammy Jackson, your father bought the car on her behalf?

THE WITNESS: Right.

THE COURT: Okay.

THE WITNESS: Yes, sir.

THE COURT: And he was never -- the Estate was never repaid, and Mr. Dennis reclaimed the car and resold it?

THE WITNESS: And sold it; yes, sir.

THE COURT: Is that right?

THE WITNESS: Yes, sir. That's right.

THE COURT: Do we know what it was resold for?

MS. ELMORE: Huh-uh.

THE COURT: Well, I mean, I -- you know, it seems to me that the only debt we're talking about here is whatever happened to that money that came in for the Jaguar.

MS. ELMORE: Well, let me ask this. You've been in the car business how many years, 40?

THE WITNESS: Forty-two years.

MS. ELMORE: And you deal with used cars?

THE WITNESS: Yeah.

MS. ELMORE: And you were -- were you familiar enough with this car that you know what he should've sold it for?

THE COURT: No, I'm not gonna hear that.

THE WITNESS: Yeah. No.

THE COURT: That's a little speculative. I'm not gonna hear that.

Okay. That's fine. You may have a seat.

All right. Anything else?

MS. ELMORE: Not on behalf of Mr. Phillip Moore, Your Honor.

MR. SMITH: No, I don't have anything, Your Honor.

MR. CAMPBELL: Nothing on behalf of Thomas P. Moore, Your Honor.

THE COURT: All right. So we can go home?

All right. For the purpose of clarification of all this testimony, both before the Court and for opposing counsel -- actually for the purpose of the personal representative, here -- Ms. Elmore, if you don't get fired --

MS. ELMORE: I think I've already been fired, Judge.

THE COURT: Well, I ain't signed it yet. I would like to have a summary of what Mr. Moore's position is with regard to these checks and monies; okay?

MS. ELMORE: Okay.

THE COURT: Mr. Moore, you mind letting her stay on -- your attorney until she gets that done?

THE WITNESS: That's fine with me, because that -- there's --

MS. ELMORE: Well, Your Honor, I -- we probably are gonna have to have an in-camera hearing about that.

THE COURT: That's fine.

MS. ELMORE: Because I -- I don't want to prejudice my client.

THE COURT: I understand. I understand.

Okay. Anything else from anybody else?

MR. CAMPBELL: Your Honor, just to clarify two procedural things. You do not need a summary of everything that we talked about today, simply those checks that --

THE COURT: Just these checks.

MR. CAMPBELL: -- Mr. Phillip Moore discussed on the stand?

THE COURT: Yes, sir.

MR. CAMPBELL: Thank you, Your Honor.

And then the second thing is, so that we don't waste the court's time with too much paperwork, is it my understanding that Your Honor will issue an order that will provide direction to the personal representative to complete the closing documents and potentially pay back money or other things that may be required to complete the administration of the estate, should we, then, seek to reconsider or appeal that order? Or would you like us to hold that until the personal representative actually submits that documentation to Your Honor, or will your order state --

THE COURT: My order is gonna rule on these issues.

MR. CAMPBELL: Okay.

THE COURT: And it is gonna direct the personal representative as to what actions he shall take. Whether it is collecting debts, whether it is repossessing automobiles, or whatever, I'm gonna direct him. If you are not satisfied with the order of this Court, then you may request a reconsideration of that order. And if you come up with something that I haven't thought of, that's evidenced in the records, I will reconsider it. If you don't like the order as a whole, then go to circuit court.

I'm not going to close this estate until all of these issues have been addressed. And I know Mr. Stewart is chagrined by that statement. All right.

MR. CAMPBELL: Thanks, Your Honor.

MR. SMITH: Excuse me, Your Honor.

THE COURT: Yes, sir.

MR. SMITH: Your Honor, is there a timeframe where you're expecting to get that summary? Would be my first question.

THE COURT: Well, I'm gonna have an in-camera hearing here to find out whether Mr. Moore's got this

attorney or he can get another attorney.

MR. SMITH: Okay.

THE COURT: And whoever that attorney is, I mean, he's gonna have a very short string to do that on.

MR. SMITH: Yes, sir. And, Your Honor, would the Court also ask that Mr. Dennis Moore supply some type of answer or a brief summary as to his interpretation of where the checks went and --

THE COURT: No, 'cause --

MR. SMITH: Okay.

THE COURT: No, you had an opportunity to cross-examine --

MR. SMITH: Right. Yes, sir.

THE COURT: -- the witness here.

MR. SMITH: Okay.

THE COURT: Okay. And that was Mr. Dennis Moore's shot at refuting any of this.

MR. SMITH: Yes, sir. Okay. Thank you, sir.

THE COURT: All right. Court's adjourned -- wait a minute. Whoa, whoa, whoa, whoa.

MR. PHILLIP MOORE: On the -- to answer Mr. Smith -- David's question about, you know, why wasn't that brought up in the last decision --

THE COURT: No, no --

MR. PHILLIP MOORE: -- I think -- I think Kathy brought that --

THE COURT: Yeah, that's fine. That's taken care of. That's not a problem.

All right. Ladies and gentlemen, this hearing is --

MS. ELMORE: Except for my --

THE COURT: Yeah.

MR. CAMPBELL: Thank you, Your Honor.

THE COURT: All right, sir.

(The foregoing hearing was adjourned at 3:45 p.m.)

FirstCitizensBank

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

000000269 FCBTSTM5120115092523 04 000000 IM 245

THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

Your Account(s) At A Glance

Checking Balance	11,955.61+

Statement Period: November 1 , 2015 Thru November 30, 2015 Account Number : 381642361409

Basic Business Checking

Account Number : 381642361409

Enclosures In Statement: 0

Beginning Balance	**12,558.61+**	Statement Period Days	30
0 Deposits	0.00	Average Ledger Balance	12,178.00+
0 Other Credits	0.00		
1 Checks	600.00-		
1 Other Debits	3.00-		
Monthly Service Charge	0.00		
Ending Balance	**11,955.61+**		

Checks Paid From Your Account

Check No.	Date	Amount
1007	11-12	600.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
11-30	Paper Statement Fee	3.00
	Total	3.00

Daily Balance Summary

Date	Balance	Date	Balance
11-12	11,958.61+	11-30	11,955.61+

EXHIBIT

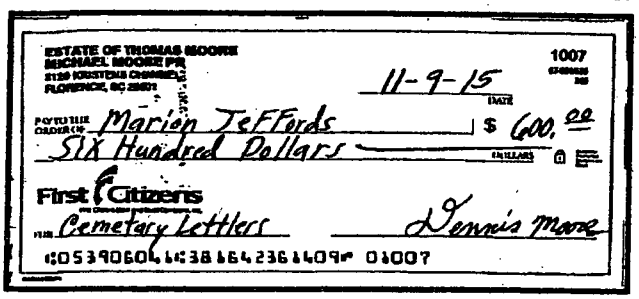
Direct Customer Inquiry Calls To
FIRST CITIZENS DIRECT
Telephone Banking At 1-888-323-4732.

First Citizens Bank

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

Statement Period: November 1 , 2015 Thru November 30, 2015 Account Number : 381642361409


ESTATE OF THOMAS MOORE
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE, SC 29501

1007

11-9-15
DATE

PAY TO THE ORDER OF Marion Jeffords $ 600.00

Six Hundred Dollars DOLLARS

First Citizens

FOR Cemetary Lettlers Dennis Moore

⑆053904604⑆ 38 164 236 1409⑈ 01007

Chk# 1007 $600.00

First Citizens Bank

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

73369
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

ZE
245

Your Account(s) At A Glance
Checking
Balance 12,558.61+

Statement Period: October 1 , 2015 Thru October 31, 2015 Account Number: 381642361409

Basic Business Checking

Account Number: 381642361409 Enclosures In Statement: 0

Beginning Balance	**12,561.61+**	Statement Period Days	31
0 Deposits	0.00	Average Ledger Balance	12,561.00+
0 Other Credits	0.00		
0 Checks	0.00		
1 Other Debits	3.00-		
Monthly Service Charge	0.00		
ding Balance	**12,558.61+**		

Other Debits From Your Account

Date	Description	Amount
10-30	Paper Statement Fee	3.00
	Total	3.00

Daily Balance Summary

Date	Balance
10-30	12,558.61+

Direct Customer Inquiry Calls To
FIRST CITIZENS DIRECT
Telephone Banking At 1-888-323-4732.

-252-

First Citizens Bank

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

12640
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

IM
245

Your Account(s) At A Glance

Checking Balance	12,561.61+

Statement Period: September 5 , 2015 Thru September 30, 2015 Account Number: 381642361409

Basic Business Checking

Account Number: 381642361409

Enclosures In Statement: 0

Beginning Balance	**12,901.61+**	Statement Period Days	26
0 Deposits	0.00	Average Ledger Balance	12,875.00+
0 Other Credits	0.00		
1 Checks	340.00-		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
.ding Balance	**12,561.61+**		

Checks Paid From Your Account

Check No.	Date	Amount
1001	09-29	340.00

*Prior Check Number(s) Not Included or Out of Sequence.

Daily Balance Summary

Date	Balance
09-29	12,561.61+

Attention customers receiving paper statements:

We strive to provide you with the best value by offering competitive prices. In order to continue to keep costs down and be more environmentally friendly, we are asking you to enroll in e.statements. If you are already enrolled in e.statements, please disregard this message.

Beginning October 2015, a $3.00 monthly Paper Statement Fee will be charged to the account number shown on this statement if you do not enroll in e.statements.

To enroll in e.statements, simply log into your Business Online Banking account and select the "Go Paperless" tab. If you don't have a Business Online Banking account or have other questions about this change, please contact your local banker or call 1.866. FCB 4 BIZ (1.866.322.4249), Monday through Saturday, from 7:00 a.m. to 11:00 p.m. Eastern time.

Member FDIC

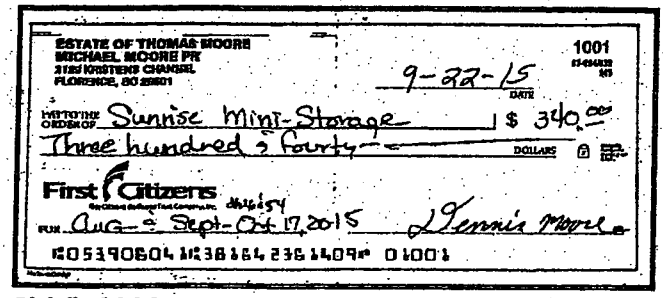
FirstCitizensBank

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

12640

THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

Statement Period: September 5 , 2015 Thru September 30, 2015 Account Number: 381642361409


ESTATE OF THOMAS MOORE
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE, SC 29501

1001

9-22-15
DATE

PAY TO THE ORDER OF Sunrise Mini-Storage $ 340.00

Three hundred & Fourty — DOLLARS

First Citizens

FOR Aug - Sept - Oct 17, 2015 Jennie Moore

⑆053904041: 38164236 1409⑈ 01001

Chk# 1001 $340.00

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

54282

THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

ZE
245

Your Account(s) At A Glance
Checking
Balance 12,901.61+

Statement Period: September 1 , 2015 Thru September 4 , 2015 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409

Enclosures In Statement: 0

Beginning Balance	**12,901.61+**	Statement Period Days	4
0 Deposits	0.00	Average Ledger Balance	12,901.00+
0 Other Credits	0.00		
0 Checks	0.00		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	**12,901.61+**		

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

-255-

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

21255
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

ZE
245

Your Account(s) At A Glance

Checking Balance	12,901.61+

Statement Period: August 1, 2015 Thru August 31, 2015 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409 Enclosures In Statement: 0

Beginning Balance	**12,901.61+**	Statement Period Days	31
0 Deposits	0.00	Average Ledger Balance	12,901.00+
0 Other Credits	0.00		
0 Checks	0.00		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	**12,901.61+**		

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

At the close of business on Friday, September 4, 2015, we will align your current deposit and loan accounts with the accounts offered by First Citizens Bank nationwide. You will receive a transition statement for your checking, money market or savings account as of the close of business on September 4. The monthly maintenance fee, if any, will not be assessed on this statement. Thereafter, you will continue to receive your paper or e.statements at about the same time and frequency as you do now.

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

17412
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

IM
245

Your Account(s) At A Glance
Checking Balance 12,901.61+

Statement Period: July 1 , 2015 Thru July 31, 2015 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409 Enclosures In Statement: 0

Beginning Balance	**13,071.61+**	Statement Period Days	31
0 Deposits	0.00	Average Ledger Balance	13,060.00+
0 Other Credits	0.00		
1 Checks	170.00-		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	**12,901.61+**		

Checks Paid From Your Account

Check No.	Date	Amount
1003	07-30	170.00

*Prior Check Number(s) Not Included or Out of Sequence.

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance
07-30	12,901.61+

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

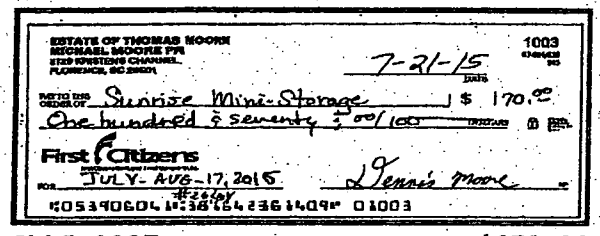
First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

17412
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

Statement Period: July 1 , 2015 Thru July 31, 2015

Account Number: 381642361409


ESTATE OF THOMAS MOORE
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE, SC 29501

1003

7-21-15

PAY TO THE ORDER OF Sunrise Mini-Storage $ 170.00

One hundred & seventy & 00/100

First Citizens

FOR JULY-AUG-17, 2015 #2610 Dennis Moore

⑆053906041⑆ 381642361409⑈ 01003

Chk# 1003 $170.00

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

17607
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

IM
245

Your Account(s) at a Glance
Checking
Balance [redacted]

Statement Period: June 1, 2015 Thru June 30, 2015 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409 Enclosures In Statement: 0

Beginning Balance	**13,411.61+**	Statement Period Days	30
0 Deposits	0.00	Average Ledger Balance	13,162.00+
0 Other Credits	0.00		
1 Checks	340.00-		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	**13,071.61+**		

Checks Paid From Your Account

Check No.	Date	Amount
1004	06-09	340.00

*Prior Check Number(s) Not Included or Out of Sequence.

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance
06-09	13,071.61+

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

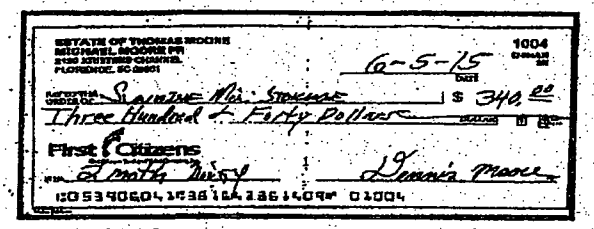
First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

17607
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

Statement Period: June 1 , 2015 Thru June 30, 2015

Account Number: 381642361409



Chk# 1004 $340.00

-260-

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

20878
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

ZE
245

Your Accounts At A Glance
Checking
Balance [redacted]

Statement Period: May 1 , 2015 Thru May 31, 2015 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409

Enclosures In Statement: 0

Beginning Balance	**13,411.61+**	Statement Period Days	31
0 Deposits	0.00	Average Ledger Balance	13,411.00+
0 Other Credits	0.00		
0 Checks	0.00		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	**13,411.61+**		

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

17782
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

IM
245

Your Account(s) At A Glance
Checking
Balance 13,411.61

Statement Period: April 1 , 2015 Thru April 30, 2015 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409 Enclosures In Statement: 0

Beginning Balance	**14,676.74+**	Statement Period Days	30
0 Deposits	0.00	Average Ledger Balance	14,411.00+
0 Other Credits	0.00		
2 Checks	1,265.13-		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	**13,411.61+**		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1053	04-13	340.00	1054	04-29	925.13

*Prior Check Number(s) Not Included or Out of Sequence.

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance
04-13	14,336.74+	04-29	13,411.61+

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

First Citizens

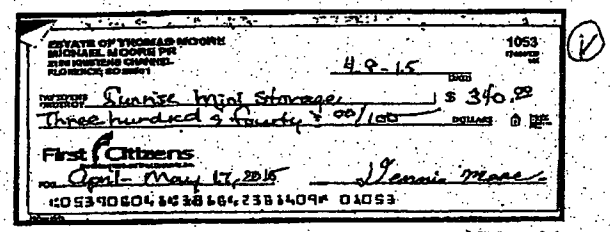
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

17782

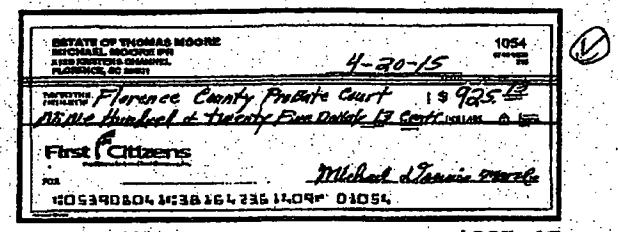
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

Statement Period: April 1 , 2015 Thru April 30, 2015

Account Number: 381642361409



Chk# 1053 $340.00



Chk# 1054 $925.13

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

20640
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

ZE
245

Your Account(s) At A Glance
Checking Balance: 14,676.74

Statement Period: March 1, 2015 Thru March 31, 2015 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409 Enclosures In Statement: 0

Beginning Balance	**14,676.74+**	Statement Period Days	31
0 Deposits	0.00	Average Ledger Balance	14,676.00+
0 Other Credits	0.00		
0 Checks	0.00		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	**14,676.74+**		

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

17144
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

IM
245

Your Account(s) As a Service
Checking Balance 14,676.74+

Statement Period: February 1 , 2015 Thru February 28, 2015 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409

Enclosures In Statement: 0

Beginning Balance	**14,846.74+**	Statement Period Days	28
0 Deposits	0.00	Average Ledger Balance	14,810.00+
0 Other Credits	0.00		
1 Checks	170.00-		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	**14,676.74+**		

Checks Paid From Your Account

Check No.	Date	Amount
1052	02-23	170.00

*Prior Check Number(s) Not Included or Out of Sequence.

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance
02-23	14,676.74+

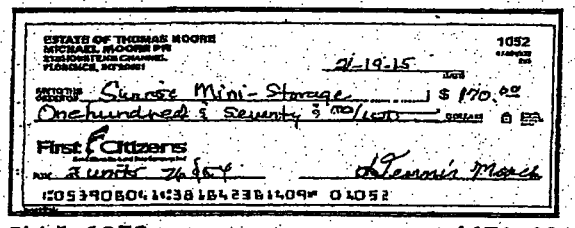
Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

17144
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

Statement Period: February 1 , 2015 Thru February 28, 2015 Account Number : 381642361409


ESTATE OF THOMAS MOORE
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE, SC 29501

1052

2-19-15

PAY TO THE ORDER OF Sunset Mini-Storage $ 170.00

Onehundred & Seventy & no/100

First Citizens

For Unit# 7454 Dennis Moore

⑆053904604⑆38184238⑈09⑈ 01052

Chk# 1052 $170.00

-266-

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

17666
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

IM
245

Your Accounts At A Glance
Checking
Balance 14,846.74+

Statement Period: January 1, 2015 Thru January 31, 2015 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409 Enclosures In Statement: 0

Beginning Balance	**15,186.74+**	Statement Period Days	31
0 Deposits	0.00	Average Ledger Balance	15,055.00+
0 Other Credits	0.00		
1 Checks	340.00-		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	**14,846.74+**		

Checks Paid From Your Account

Check No.	Date	Amount
1051	01-20	340.00

*Prior Check Number(s) Not Included or Out of Sequence.

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance
01-20	14,846.74+

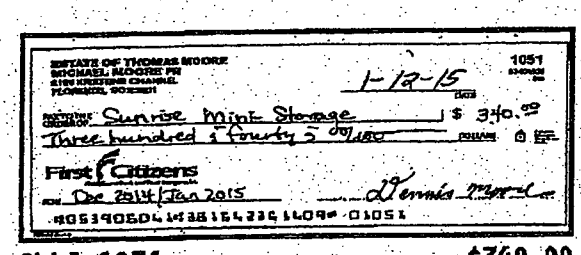
Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

17666
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

Statement Period: January 1 , 2015 Thru January 31, 2015 Account Number: 381642361409



Chk# 1051 $340.00

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

20409
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

ZE
245

Your Accounts(s) At A Glance
Ending Balance 15,186.74+

Statement Period: December 1 , 2014 Thru December 31, 2014 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409

Enclosures In Statement: 0

Beginning Balance	**15,186.74+**	Statement Period Days	31
0 Deposits	0.00	Average Ledger Balance	15,186.00+
0 Other Credits	0.00		
0 Checks	0.00		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	**15,186.74+**		

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

19012
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

IM
245

Your Account(s) At A Glance
Checking
Balance [illegible]

Statement Period: November 1 , 2014 Thru November 30, 2014 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409 Enclosures In Statement: 0

Beginning Balance	**15,526.74+**	Statement Period Days	30
0 Deposits	0.00	Average Ledger Balance	15,334.00+
0 Other Credits	0.00		
2 Checks	340.00-		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	**15,186.74+**		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1049	11-04	170.00	1050	11-24	170.00

*Prior Check Number(s) Not Included or Out of Sequence.

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance
11-04	15,356.74+	11-24	15,186.74+

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

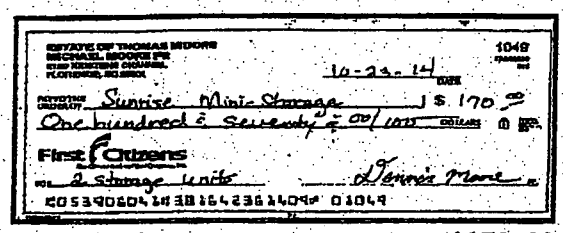
First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

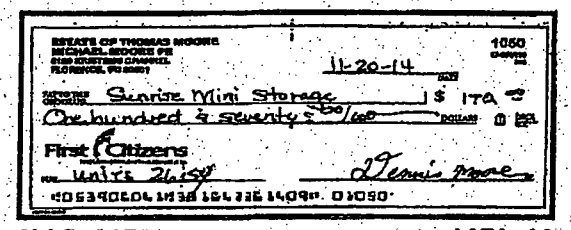
19012

THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

Statement Period: November 1 , 2014 Thru November 30, 2014 Account Number: 381642361409



Chk# 1049 $170.00



Chk# 1050 $170.00

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

17549
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

IM
245

Your Account(s) At A Glance
Checking
Balance 15,526.74+

Statement Period: October 1, 2014 Thru October 31, 2014 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409 Enclosures In Statement: 0

Beginning Balance	**15,895.13+**	Statement Period Days	31
0 Deposits	0.00	Average Ledger Balance	15,695.00+
0 Other Credits	0.00		
2 Checks	320.00-		
1 Other Debits	48.39-		
Monthly Service Charge	0.00		
Ending Balance	**15,526.74+**		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1047	10-22	50.00	1048	10-15	270.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
10-09	Duke Energy Busi Arc 1046	48.39
	Total	48.39

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
10-09	15,846.74+	10-15	15,576.74+	10-22	15,526.74+

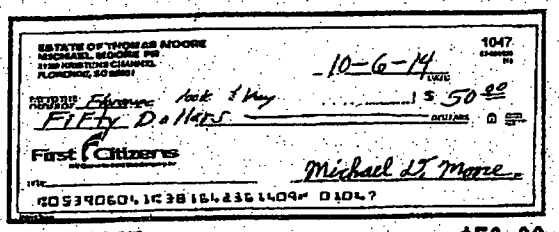
Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

First Citizens

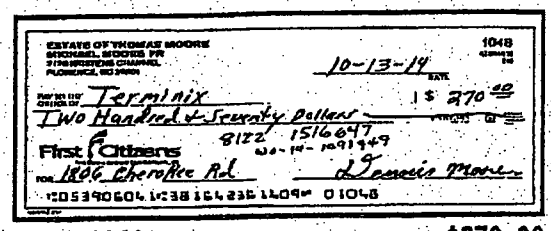
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

17549
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

Statement Period: October 1 , 2014 Thru October 31, 2014 Account Number: 381642361409



Chk# 1047 $50.00



Chk# 1048 $270.00

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

17443
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

IM
245

Your Account(s) at a Glance
Checking Balance ... 15,895.13+

Statement Period: September 1 , 2014 Thru September 30, 2014 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409

Enclosures In Statement: 0

Beginning Balance	**16,513.82+**	Statement Period Days	30
0 Deposits	0.00	Average Ledger Balance	16,352.00+
0 Other Credits	0.00		
5 Checks	351.01-		
3 Other Debits	267.68-		
Monthly Service Charge	0.00		
Ending Balance	**15,895.13+**		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1037	09-22	110.00	1039	09-22	40.00	1044*	09-30	41.01
1038	09-22	60.00	1041*	09-19	100.00			

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
09-12	Duke Energy Busi Arc 1036	53.79
09-26	Nationwide Mutua Checkpaymt 01042	90.50
09-29	Nationwide Mutua Checkpaymt 01043	123.39
	Total	267.68

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
09-12	16,460.03+	09-22	16,150.03+	09-29	15,936.14+
09-19	16,360.03+	09-26	16,059.53+	09-30	15,895.13+

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

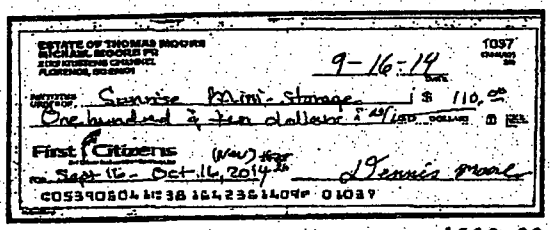
First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

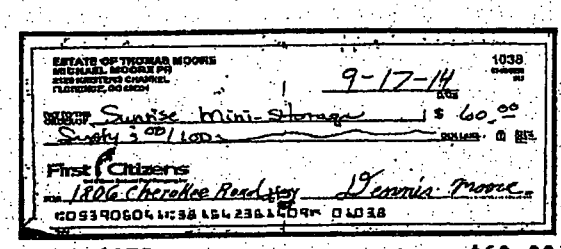
17443

THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

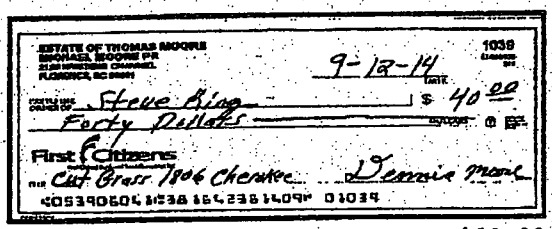
Statement Period: September 1 , 2014 Thru September 30, 2014 Account Number: 381642361409



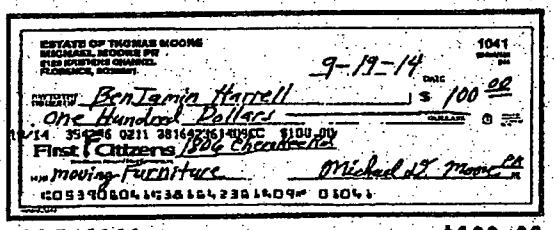
Chk# 1037 $110.00



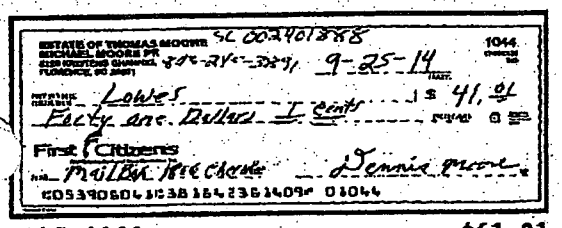
Chk# 1038 $60.00



Chk# 1039 $40.00



Chk# 1041 $100.00



Chk# 1044 $41.01

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

17214
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

IM
245

Your Account(s) At A Glance
Checking Balance: 16,513.82+

Statement Period: August 1 , 2014 Thru August 31, 2014 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409 Enclosures In Statement: 0

Beginning Balance	16,653.72+	Statement Period Days	31
0 Deposits	0.00	Average Ledger Balance	16,560.00+
0 Other Credits	0.00		
1 Checks	40.00-		
2 Other Debits	99.90-		
Monthly Service Charge	0.00		
Ending Balance	16,513.82+		

Checks Paid From Your Account

Check No.	Date	Amount
1035	08-21	40.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
08-06	Sceg/Psnc Bill Pymt 01033	19.16
08-08	Duke Energy Busi Arc 1034	80.74
	Total	99.90

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
08-06	16,634.56+	08-08	16,553.82+	08-21	16,513.82+

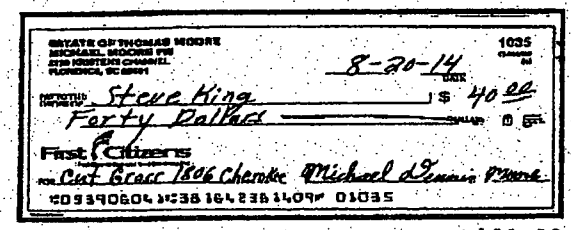
Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

17214
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

Statement Period: August 1 , 2014 Thru August 31, 2014 Account Number: 381642361409



Chk# 1035 $40.00

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

17353
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

IM
245

Your Account(s) At A Glance
Checking Balance 16,653.72+

Statement Period: July 1 , 2014 Thru July 31, 2014 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409 Enclosures In Statement: 0

Beginning Balance	**17,296.09+**	Statement Period Days	31
0 Deposits	0.00	Average Ledger Balance	17,048.00+
0 Other Credits	0.00		
3 Checks	470.59-		
3 Other Debits	171.78-		
Monthly Service Charge	0.00		
Ending Balance	**16,653.72+**		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1032	07-30	254.67	1119*	07-14	165.92	1120	07-21	50.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
07-09	Sceg/Psnc Bill Pymt 01118	11.45
07-10	Duke Energy Busi Arc 1117	152.83
07-31	Undeliverable Statement Fee	7.50
	Total	171.78

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
07-09	17,284.64+	07-14	16,965.89+	07-30	16,661.22+
07-10	17,131.81+	07-21	16,915.89+	07-31	16,653.72+

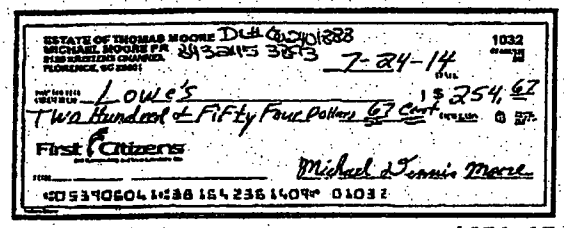
Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

First Citizens

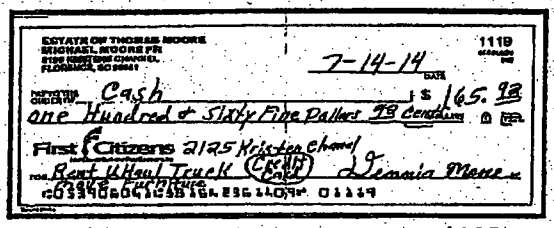
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

17353
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2129 KRISTENS CHANNEL
FLORENCE SC 29501-8346

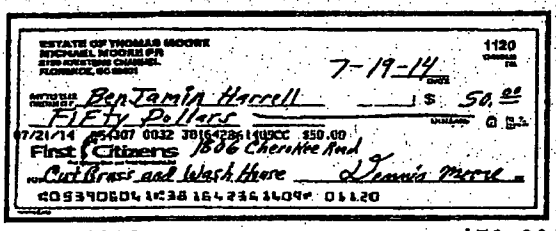
Statement Period: July 1, 2014 Thru July 31, 2014 Account Number: 381642361409



Chk# 1032 $254.67



Chk# 1119 $165.92



Chk# 1120 $50.00

-279-

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

21104
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2126 KRISTENS CHANNEL
FLORENCE SC 29501

IM
245

Your Account(s) At A Glance
Checking Balance 17,296.09+

Statement Period: June 1, 2014 Thru June 30, 2014 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409 Enclosures In Statement: 0

Beginning Balance	18,250.09+	Statement Period Days	30
0 Deposits	0.00	Average Ledger Balance	18,057.00+
0 Other Credits	0.00		
10 Checks	843.54-		
2 Other Debits	110.46-		
Monthly Service Charge	0.00		
Ending Balance	17,296.09+		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1105	06-06	80.00	1111	06-27	23.18	1115	06-30	250.00
1106	06-16	48.17	1112	06-27	20.07	1116	06-30	250.00
1109*	06-26	17.12	1113	06-30	40.00			
1110	06-24	40.00	1114	06-27	75.00			

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
06-13	Sceg/Psnc Bill Pymt 01108	11.45
06-16	Duke Energy Busi Arc 1107	99.01
	Total	110.46

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
06-06	18,170.09+	06-24	17,971.46+	06-30	17,296.09+
06-13	18,158.64+	06-26	17,954.34+		
06-16	18,011.46+	06-27	17,836.09+		

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

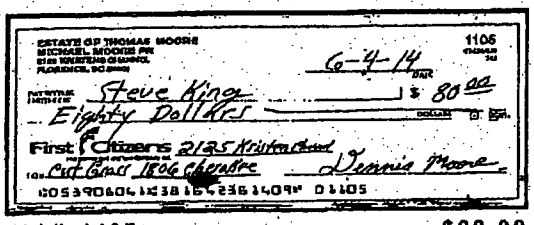
First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

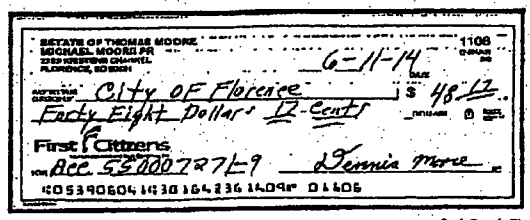
21104
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2126 KRISTENS CHANNEL
FLORENCE SC 29501

Statement Period: June 1 , 2014 Thru June 30, 2014

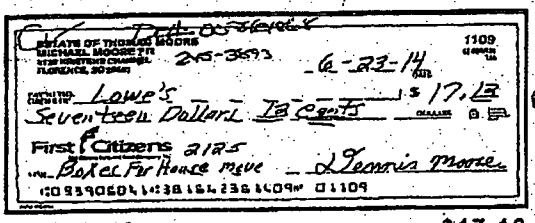
Account Number : 381642361409



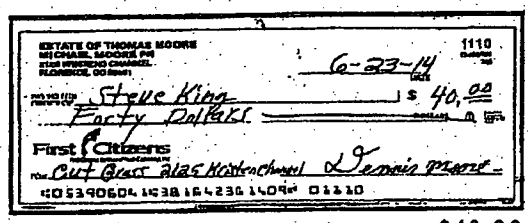
Chk# 1105 $80.00



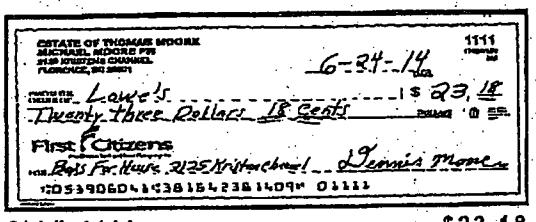
Chk# 1106 $48.17



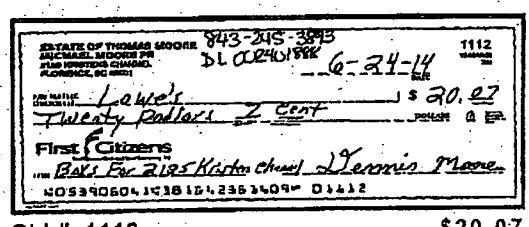
Chk# 1109 $17.12



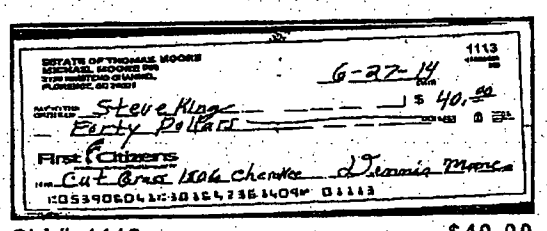
Chk# 1110 $40.00



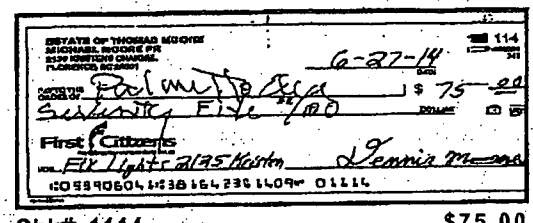
Chk# 1111 $23.18



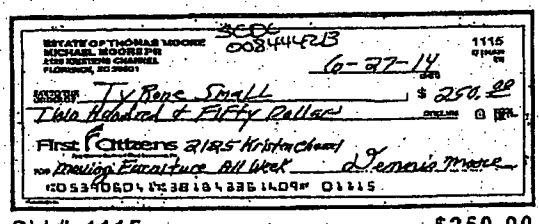
Chk# 1112 $20.07



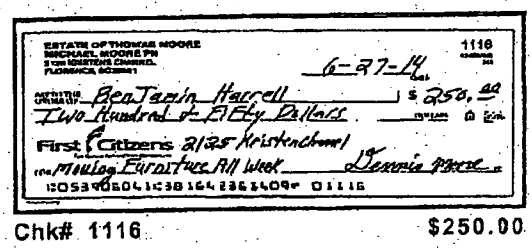
Chk# 1113 $40.00



Chk# 1114 $75.00



Chk# 1115 $250.00



Chk# 1116 $250.00

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

01443
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2126 KRISTENS CHANNEL
FLORENCE SC 29501

IM
245

Your Account(s) At A Glance
Checking Balance 18,250.09+

Statement Period: May 1, 2014 Thru May 31, 2014 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409

Enclosures In Statement: 0

Beginning Balance	19,977.20+	Statement Period Days	31
0 Deposits	0.00	Average Ledger Balance	19,347.00+
0 Other Credits	0.00		
4 Checks	1,636.47-		
2 Other Debits	90.64-		
Monthly Service Charge	0.00		
Ending Balance	18,250.09+		

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1096	05-06	40.00	1101	05-22	40.00
1100*	05-09	50.47	1103*	05-22	1,506.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
05-09	Sceg/Psnc Bill Pymt 01098	11.45
05-12	Duke Energy Busi Arc 1099	79.19
	Total	90.64

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance
05-06	19,937.20+	05-12	19,796.09+
05-09	19,875.28+	05-22	18,250.09+

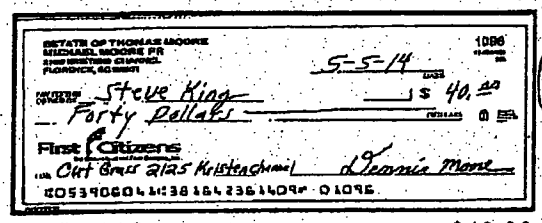
Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

First Citizens

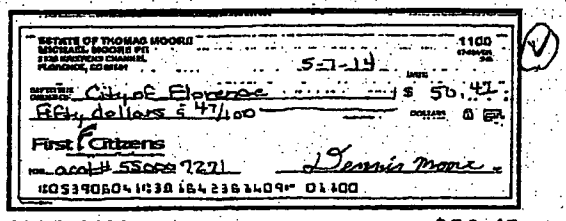
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

01443
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2126 KRISTENS CHANNEL
FLORENCE SC 29501

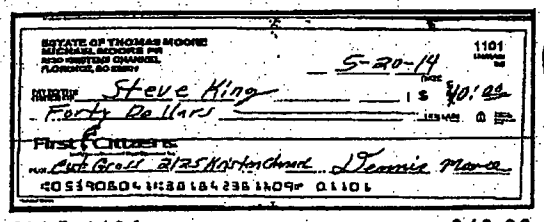
Statement Period: May 1 , 2014 Thru May 31, 2014 Account Number: 381642361409



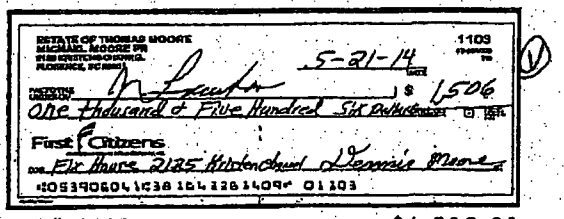
Chk# 1096 $40.00



Chk# 1100 $50.47



Chk# 1101 $40.00



Chk# 1103 $1,506.00

-283-

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

01539
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2126 KRISTENS CHANNEL
FLORENCE SC 29501

IM
245

Your Account(s) At A Glance
Checking Balance 19,977.20+

Statement Period: April 1, 2014 Thru April 30, 2014 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409

Enclosures In Statement: 0

Beginning Balance	21,450.57+	Statement Period Days	30
2 Deposits	15,382.16+	Average Ledger Balance	17,996.00+
0 Other Credits	0.00		
4 Checks	16,720.48-		
2 Other Debits	135.05-		
Monthly Service Charge	0.00		
Ending Balance	19,977.20+		

Deposits To Your Account

Date	Description	Amount
04-11	Customer Deposit	6,982.16
04-14	Customer Deposit	8,400.00
	Total	15,382.16

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1091	04-08	16,555.20	1093	04-10	11.45
1092	04-11	113.83	1095*	04-22	40.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
04-09	Harland Clarke Chk Orders *soz*******1500	23.30
04-14	Duke Energy Busi Arc 1094	111.75
	Total	135.05

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

First Citizens

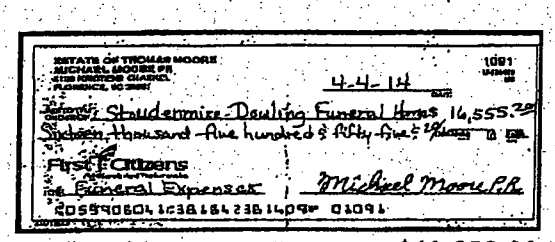
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

01539

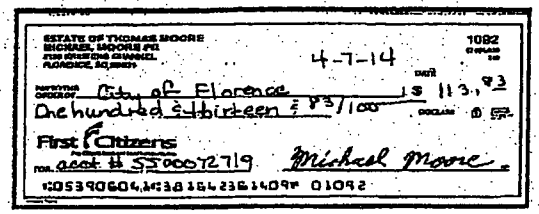
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2126 KRISTENS CHANNEL
FLORENCE SC 29501

Statement Period: April 1 , 2014 Thru April 30, 2014

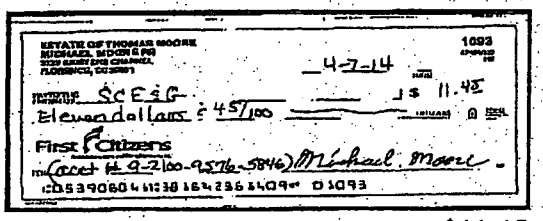
Account Number : 381642361409



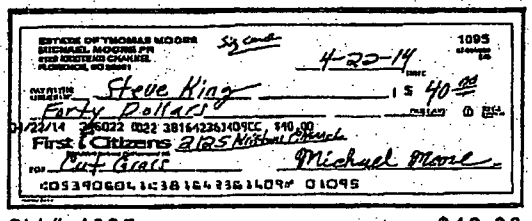
Chk# 1091 $16,555.20



Chk# 1092 $113.83



Chk# 1093 $11.45



Chk# 1095 $40.00

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

20405
THOMAS GADDY MOORE EST OF
MICHAEL MOORE PR
2126 KRISTENS CHANNEL
FLORENCE SC 29501

ZE
245

Your Account(s) At A Glance
Checking
Balance: 21,450.57+

Statement Period: March 28, 2014 Thru March 31, 2014 Account Number: 381642361409

Option Checking - Estates

Account Number: 381642361409

Enclosures In Statement: 0

Beginning Balance	0.00	Statement Period Days	4
1 Deposits	21,450.57+	Average Ledger Balance	21,450.00+
0 Other Credits	0.00		
0 Checks	0.00		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	21,450.57+		

Deposits To Your Account

Date	Description	Amount
03-28	Customer Deposit	21,450.57
	Total	21,450.57

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance
03-28	21,450.57+

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

STATE OF SOUTH CAROLINA)
COUNTY OF: FLORENCE)
IN THE MATTER OF:)
THOMAS G. MOORE)
(Decedent))

IN THE PROBATE COURT

ACCOUNTING

CASE NUMBER: 2014-ES-21-134

☐ FINAL
☒ INTERIM # 1

The undersigned Personal Representative(s) submits this accounting, which covers the period from 3/28/2014 through 11/30/2015.

The documentation on the following page(s) of this form sets forth a complete accounting for the period specified, which is summarized as follows:

Beginning Balance from Inventory(ies) or prior Interim Accounting, if applicable	$601,990.23
Plus: Receipts (Rent, Refunds, Dividends, Interest, etc.)	
Subtotal	$601,990.23
Less: Disbursements and Distributions	24,877.12
Ending Balance	$577,113.11

The Personal Representative(s) declares that this account has been examined and that its contents represent a correct statement of all receipts and disbursements and are true to the best knowledge and belief of the Personal Representative(s).

SWORN to before me this 22 day of December 20 15

Notary Public for South Carolina
My Commission Expires: 5/30/17

Signature: Michael Dennis Moore
Print Name: Michael Dennis Moore
Address: 2129 Kristen's Channel
Florence, SC 29501
Telephone (Work): cmoore2129@yahoo.com
(Home):
(Cell): 843-245-3893
Email:

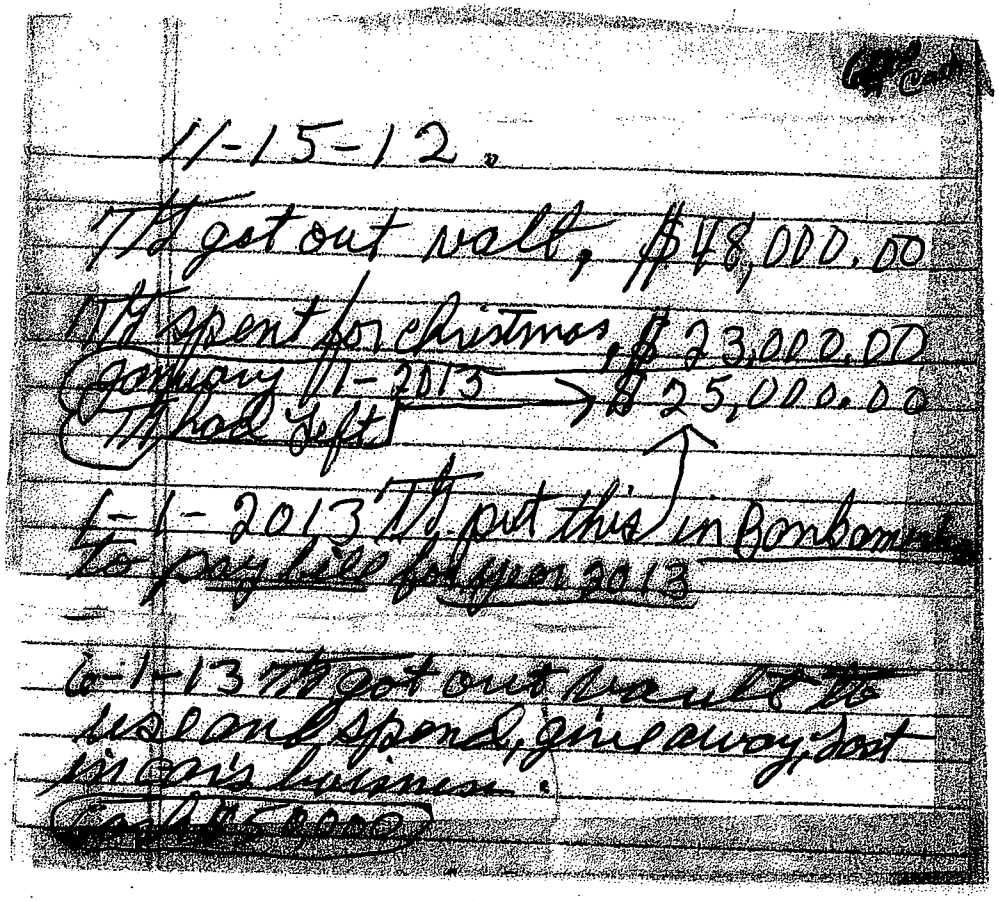
Co-Personal Representative Signature:
Print Name:
Address:

Telephone (Work):
(Home):
(Cell):
Email:

EXHIBIT
2

FORM #361ES (1/2014)
62-3-704, 62-3-1001

INVENTORY PROBATE ASSETS & RECEIPTS (probate assets received into estate)		DISBURSEMENTS & DISTRIBUTIONS (probate assets disbursed/paid out from estate)	
Estate Checking	36,832.73	Stoudenmore	16,555.20
McGowan Rogers Escrow	565,157.50	Cemetary	600.00
		Misc. Home Repairs/Expenses	1,987.06
		Moving	765.92
		Lawn Care	410.00
		Utilities	690.66
		City	212.47
		Nationwide	213.89
		Terminix	270.00
		Storage	2,210.00
		Bank Fees	36.79
		Probate Court	925.13
TOTAL	$601,990.23	TOTAL	$24,877.12



11-15-12.

TH got out vault, $48,000.00

TH spent for Christmas, $23,000.00

January 1-2013 → $25,000.00

TH had left

1-1-2013 TH put this in Bombom to pay bills for Jan 2013

1-1-13 TH got out vault to use and spend, give away, for JC's business.

EXHIBIT 10 ALL-STATE LEGAL®

SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business

(Sole Proprietorship)

▶ For information on Schedule C and its instructions, go to www.irs.gov/schedulec.

▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2013

Attachment Sequence No. 09

Name of proprietor: MICHAEL D MOORE

Social security number (SSN): 250-27-9358

A Principal business or profession, including product or service (see instructions)

B Enter code from instructions ▶

C Business name. If no separate business name, leave blank. MOORES CARS

D Employer ID number (EIN), (see instr.) 58-2676977

E Business address (including suite or room no.) ▶ 2484 ANDOVER RD

City, town or post office, state, and ZIP code FLORENCE SC 29501

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2013? If "No," see instructions for limit on losses . [X] Yes [ ] No

H If you started or acquired this business during 2013, check here ▶ [ ]

I Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions) . [ ] Yes [ ] No

J If "Yes," did you or will you file required Forms 1099? [ ] Yes [ ] No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked ▶ [ ]	1	444,299
2	Returns and allowances	2	0
3	Subtract line 2 from line 1	3	444,299
4	Cost of goods sold (from line 42)	4	437,428
5	**Gross profit.** Subtract line 4 from line 3	5	6,871
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	**Gross income.** Add lines 5 and 6 ▶	7	6,871

Part II Expenses

Enter expenses for business use of your home only on line 30.

8	Advertising	8	497	18 Office expense (see instructions)	18	
9	Car and truck expenses (see instructions)	9		19 Pension and profit-sharing plans	19	
10	Commissions and fees	10		20 Rent or lease (see instructions):		
11	Contract labor (see instructions)	11		a Vehicles, machinery, and equipment	20a	
12	Depletion	12		b Other business property	20b	9,600
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		21 Repairs and maintenance	21	
14	Employee benefit programs (other than on line 19)	14		22 Supplies (not included in Part III)	22	
15	Insurance (other than health)	15	567	23 Taxes and licenses	23	
16	Interest:			24 Travel, meals, and entertainment:		
a	Mortgage (paid to banks, etc.)	16a		a Travel	24a	1,488
b	Other	16b		b Deductible meals and entertainment (see instructions)	24b	
17	Legal and professional services	17		25 Utilities	25	944
				26 Wages (less employment credits)	26	
				27 a Other expenses (from line 48)	27a	1,074
				b Reserved for future use	27b	

28	**Total expenses** before expenses for business use of home. Add lines 8 through 27a ▶	28	14,170
29	Tentative profit or (loss). Subtract line 28 from line 7	29	(7,299)
30	Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). **Simplified method filers only:** enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	30	
31	**Net profit or (loss).** Subtract line 30 from line 29. • If a profit, enter on both **Form 1040, line 12** (or **Form 1040NR, line 13**) and on **Schedule SE, line 2.** (If you checked the box on line 1, see instructions). Estates and trusts, enter on **Form 1041, line 3.** • If a loss, you **must** go to line 32.	31	(7,299)

32 If you have a loss, check the box that describes your investment in this activity (see instructions).

• If you checked 32a, enter the loss on both **Form 1040, line 12,** (or **Form 1040NR, line 13**) and on **Schedule SE, line 2.** (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on **Form 1041, line 3.**

• If you checked 32b, you **must** attach **Form 6198.** Your loss may be limited.

32a [X] All investment is at risk.

32b [ ] Some investment is not at risk.

-290-

Name(s) MICHAEL D MOORE | SSN 250-27-9358

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a [X] Cost b [ ] Lower of cost or market c [ ] Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation . . . [ ] Yes [X] No

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	
36	Purchases less cost of items withdrawn for personal use	36	391,515
37	Cost of labor. Do not include any amounts paid to yourself	37	
38	Materials and supplies	38	45,913
39	Other costs	39	
40	Add lines 35 through 39	40	437,428
41	Inventory at end of year	41	
42	**Cost of goods sold.** Subtract line 41 from line 40. Enter the result here and on line 4	42	437,428

Part IV Information on Your Vehicle. Complete this part **only** if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) ▶

44 Of the total number of miles you drove your vehicle during 2013, enter the number of miles you used your vehicle for:

a Business _____ b Commuting (see instructions) _____ c Other _____

45 Was your vehicle available for personal use during off-duty hours? . . . [ ] Yes [ ] No

46 Do you (or your spouse) have another vehicle available for personal use? . . . [ ] Yes [ ] No

47 a Do you have evidence to support your deduction? . . . [ ] Yes [ ] No

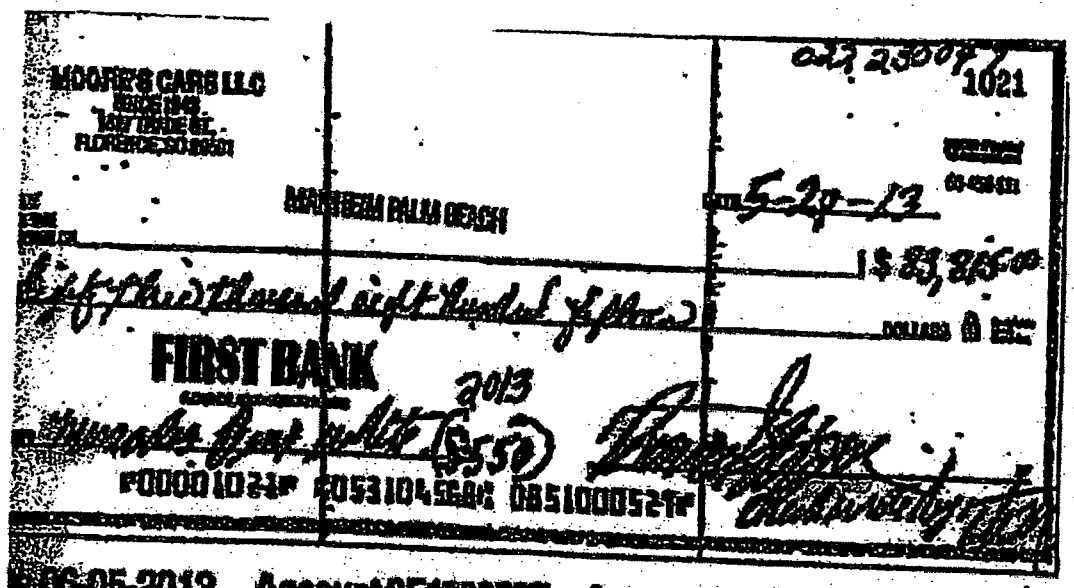
b If "Yes," is the evidence written? . . . [ ] Yes [ ] No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

acct	575
postage	499

EXHIBIT 11

(4)



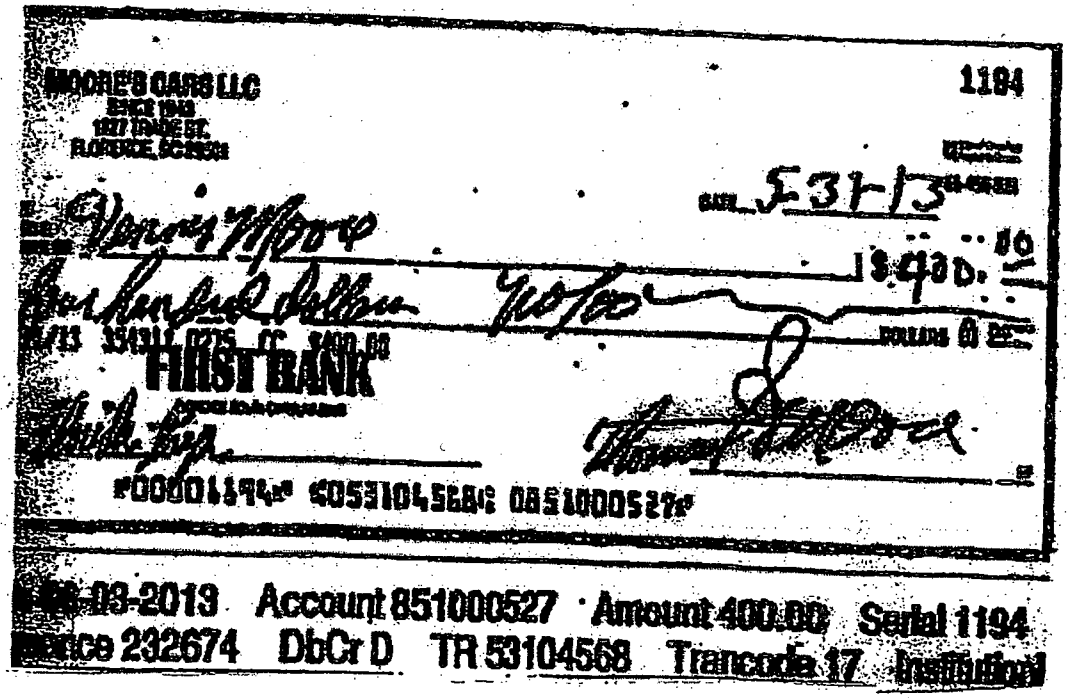


EXHIBIT 4

December 22, 2015 Probate Hearing-Exhibit 22

EXHIBIT 22

AGREEMENT TO BUY AND SELL REAL ESTATE RESIDENTIAL

1. **PARTIES:** This legally binding Agreement entered into on December 23, 2013 between, Buyer(s), Vincent & Karla Janizza, (hereinafter called "**BUYER**"), and Seller(s), Thomas G Moore, Vincent & Karla Janizza (hereinafter called "**SELLER**"). The property shall be deeded in the name(s) of: Vincent & Karla Janizza

THE ☐BUYER ☐SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

2. **PROPERTY TO BE SOLD:** Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the following described property with improvements and fixtures thereon:

Lot _____ Block _____ Section _____ Subdivision _____

Address 334 Cypress Avenue

Tax Map # 195100 4037 City Garden City Zip 29576

County of Horry, State of South Carolina.

Seller represents that the property is connected to ☑public sewer system or to ☐septic tank or to ☑public water or to ☐well system or to ☐other _____.

No personal property will convey as a part of this sale, except as described: Appliances

3. **CONVEYANCE SHALL BE MADE:** Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on or before December 23, 2013, not later than 9:00 p.m. **Time is of the essence.** Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

4. **POSSESSION:** Possession of said property will be given to Buyer at the time of closing. Seller agrees to deliver property free of debris and in a clean condition. The property, including but not limited to, landscaping and lawn, shall be maintained in the same condition from the effective date of this agreement until possession is delivered, ordinary wear and tear excepted. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed prior to closing or occupancy.

5. **PURCHASE PRICE** shall be $ 324,500 Three Hundred Twenty Four Thousand Five Hundred Dollars

6. **METHOD OF PAYMENT:** Purchase price shall be paid as follows: ☑Cash; or ☐Subject to Financing. Financing to be obtained by ☐Conventional ☐Seller ☐VA ☐FHA ☐Other terms: _____

7. **EARNEST MONEY:** This offer is accompanied by an earnest money deposit of $ 29,500 Buyer and Seller authorize Bryant Auction & Real Estate Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by ☐Cash, ☑Check, or ☐ Other.
Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer.

[VCF] BUYER [KVS] BUYER [AM TM] SELLER [____] SELLER HAVE READ THIS PAGE

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 Phone: Fax: www.zipform.com

THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

8. **LOAN PROCESSING AND APPLICATION:** Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum N/A % loan (loan-to-value ratio) within N/A consecutive days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within N/A consecutive days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. **Time is of the essence.** Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer shall be in default of this agreement subject to the terms of paragraph 16.
FHA Mortgage Insurance ☐will ☐will not be added to the mortgage. VA funding fee ☐will ☐will not be added to the mortgage.

9. **CLOSING COSTS:** Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:
(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.
(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: _____

10. **HOME PROTECTION PLAN COVERAGE:** Both parties understand that a third party home warranty Plan ☐will ☐will not be issued at closing. If applicable, the warranty premium will be paid at closing by the ☐Buyer or ☐Seller not to exceed $ _____.

11. **EXPIRATION OF OFFER:** The offer from Buyer shall be withdrawn at _____ o'clock _____ M. on _____ unless accepted or countered by Seller in written form prior to such time. **Time is of the essence.**

12. **EXTENSION AGREEMENT:** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed N/A consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. **Time is of the essence.**

13. **ADJUSTMENTS:** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** The ☐ Buyer or the ☑ Seller shall pay for the cost of any Certificate of Assessment, or other similar document, made available, if applicable. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

14. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

15. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

UCG BUYER KM BUYER _____ SELLER _____ SELLER HAVE READ THIS PAGE

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

16. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 17), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

17. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

18. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

19. **CONDITION OF PROPERTY:**

(A) **Seller's Property Condition Disclosure Statement:** (check one)

☑ Buyer and Seller agree that Seller will **not** complete nor provide Buyer a Seller's Property Condition Disclosure statement in accordance with South Carolina Code of Laws, as amended, Section 27-50-30, Paragraph (13).

☐ Buyer and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et.seq., has been provided to Buyer by Seller prior to the ratification of this agreement. If the Seller discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the Seller shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. Buyer understands that the Seller's Property Condition Disclosure statement is not intended to replace a professional home inspection. Buyer understands and agrees that the Seller's Property Condition Disclosure statement contains statements made solely by the Seller. The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure statement. The Buyer and Seller understands and agrees that the Listing and Selling Broker and all affiliated agents have fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

(B) **Inspection:** Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead-based paint and lead-based paint hazards, wetlands study, appurtenant buildings, heating, air conditioning, electrical and plumbing systems as well as built-in appurtenant equipment or appliances. All inspections shall be completed by _____, _____. In the event repairs are necessary to place the heating system, air conditioning, plumbing, and electrical system to be conveyed in operative condition and to make the roof free of leaks, and the dwelling structurally sound, the Seller shall be notified in writing of the specific defects or deficiencies within 48 hours after the inspection date mentioned above. **Time is of the essence.** If Buyer fails to notify Seller within this time, Buyer shall have waived any and all rights under the terms of this paragraph. If Lender's commitment requires any additional inspections or certifications, these are to be provided by Buyer.

(C) **Maintenance:** After any inspection by Buyer and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing, and electrical systems, as well as all appliances to be conveyed in operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller agrees to maintain the property, including lawn, shrubbery and grounds until the day of closing or possession, whichever occurs first.

(D) **Wood Infestation Report:** If the property to be sold has been previously occupied, ☐The Buyer ☐The Seller shall, at their expense, have the property inspected and shall obtain a current Wood Infestation Report (CL100) from a licensed and bonded pest control operator, on or before _____, _____. **Time is of the essence.** If Buyer is responsible for having the property inspected as indicated above, but fails to have the property inspected by this date, Buyer shall have waived any and all rights under the terms of this paragraph. The Seller makes no warranties with regard to matters covered by such report or any other improvement unless specifically stated in this agreement. If the infestation report reveals the presence of or damage by termite infestation or other wood destroying organisms, Seller shall

emedy such deficiencies, subject to section (E) below, and shall furnish Buyer with a report of a qualified inspector that property is free from infestation or damage herein mentioned or that infestation or damage has been treated and/or repaired as appropriate in a workmanlike manner on or before closing.
If the property to be sold has not been previously occupied, Seller shall certify that the dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide the Buyer, at closing, a written certification from a licensed pest control operator.

(E) **Repairs:** The cost of all repairs to heating system, air conditioning, plumbing, and electrical system to be conveyed, and to make the roof free of leaks, to address environmental concerns and to make the dwelling structurally sound and provide wood infestation treatment, if any, required by section (B) and (D) above, to be paid by Seller. If the Seller refuses to make these repairs and treatment, the Buyer shall have the option to (1) accept the property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Agreement, subject to paragraph 7. The repairs to any other items are the sole responsibility of Buyer. The obligations of Seller under paragraph 19 terminate on the day of closing or on the day possession is given, whichever occurs first.

(F) **Residential Dwellings Built before 1978:** (check one of the following)

☐ This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards which shall be done, at the Buyer's expense, by midnight on the tenth day after ratification of this contract or by midnight on N/A, _____. (**Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information**). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within _____ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. Upon such termination, the earnest money deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder. The Buyer may remove this contingency at any time without cause; or

☐ Buyer waives the opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.

(G) **Megan's Law:** The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

(H) **Disclaimer:** The Buyer acknowledges the Seller, except as provided in subparagraphs (B), (C), (D), and (E) of this section, gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the property or to the conditions of or existence of improvements, services, appliances or system thereto, or as to merchantability or fitness for a particular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller.
Neither Buyer nor Seller will hold Cooperating or Listing Broker responsible for any act of negligence or intent by any inspection or repair company employed by Seller or Buyer for the purposes of this agreement. The Seller is not required to make any repairs under any circumstances until Purchaser's financing has been approved.

20. **APPRAISED VALUE:** (check one)

☑ This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lenders appraisal or other appraisal as agreed, for the selling price.

☐ This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation, or terminate the agreement without penalty.

21. **DISCLAIMER BY BROKERS AND AGENTS:** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty on warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.

22. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at ☐ Buyer's ☐ Seller's expense.

23. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

This mediation clause shall survive for a period of 120 days after the date of the closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

24. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

25. **ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

26. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

27. **TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this agreement. It is understood that Broker ☐ may ☐ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account.**

UCF BUYER KW BUYER DM TM SELLER [____] SELLER HAVE READ THIS PAGE

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

28. **NON-RELIANCE CLAUSE:** Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

29. **CONTINGENCIES:** These stipulations shall preempt printed matter herein:(attach and reference addendum if necessary) N/A

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: Vicki C Jennings	Date 11-23-13	Time 11:33 AM
WITNESS: Gwen C Bryant	Date Nov 23 2013	Time 11:33 AM
BUYER: Karla S Jennings	Date Nov 23 2013	Time 11:33 AM
WITNESS: Gwen C Bryant	Date Nov 23, 2013	Time 11:33 AM
SELLER: Dennis Moore P.O.A.	Date Nov 23 2013	Time 11:33 A.M
WITNESS: Gwen C Bryant	Date Nov 23, 2013	Time 11:33 A.M
SELLER: Thomas Moore P.O.A.	Date	Time
WITNESS: Gwen C Bryant	Date	Time

LISTING AGENT AND COMPANY _____

SELLING AGENT AND COMPANY Gwen C Bryant Bryant Auctions Real Estate LLC

SELLING AGENT IS PRESENTING THIS OFFER AS A ☐BUYER'S AGENT OR ☐SUBAGENT OF THE SELLER.

ESCROW AGENT ACKNOWLEDGMENT Gwen C. Bryant

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

© 2008 South Carolina Association of REALTORS®. 1/08

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

Loan			
HA 2. ☐ RHS 3. ☐ Conv. Unins. ☐ VA 5. ☐ Conv. Ins.	6. File Number: 2014.258BROOKS	7. Loan Number: 140904	8. Mortgage Insurance Case Number: 461-6067419-703

C. Note: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. Name and Address of Borrower:	E. Name and Address of Seller:	F. Name and Address of Lender:
Miles P. Brooks Jr. 1423 Fairfax Road Florence, SC 29501	Estate of Thomas G. Moore 2129 Kristens Channel Florence, SC 29501	NTFN, Inc. DBA Premier Nationwide Lending 2001 Lakeside Parkway Flower Mound, TX 75028

G. Property Location:	H. Settlement Agent:	I. Settlement Date:
1806 Cherokee Road Florence, SC 29501 Florence County, South Carolina Country Club Estates - Lot 19, Block B; TMS#90026-07-017	Lowman Law Firm, PA 316 S. McQueen Street Florence, SC 29501 Ph. (843)662-1417 Place of Settlement: 316 S. McQueen Street Florence, SC 29501	October 30, 2014

J. Summary of Borrower's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Borrower:		400. Gross Amount Due to Seller:	
101. Contract sales price	158,500.00	401. Contract sales price	158,500.00
102. Personal property		402. Personal property	
103. Settlement Charges to Borrower (Line 1400)	6,034.03	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes 10/30/14 to 01/01/15	71.02	407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	164,605.05	420. Gross Amount Due to Seller	158,500.00
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due Seller:	
201. Deposit or earnest money	1,500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	152,952.00	502. Settlement charges to Seller (Line 1400)	9,447.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage	
205.		505. Payoff Second Mortgage	
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208.		508.	
209. Seller Paid Transactions Costs	5,500.00	509. Seller Paid Transactions Costs	5,500.00
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes 01/01/14 to 10/30/14	340.42
212. Assessments to		512. Assessments to	
213.		513.	
214. Documentary Stamps	586.45	514. Documentary Stamps	586.45
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	160,538.45	520. Total Reduction Amount Due Seller	15,874.37
300. Cash at Settlement from/to Borrower		600. Cash at settlement to/from Seller	
301. Gross amount due from Borrower (line 120)	164,605.05	601. Gross amount due to Seller (line 420)	158,500.00
302. Less amount paid by/for Borrower (line 220)	(160,538.45)	602. Less reductions due Seller (line 520)	(15,874.37)
303. Cash ☒ From ☐ To Borrower	4,066.60	603. Cash ☒ To ☐ From Seller	142,625.63

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Borrower
Miles P. Brooks Jr.
Amy M. Brooks

Seller
Estate of Thomas G. Moore
BY: Michael Dennis Moore P.R.
Michael Dennis Moore
Personal Representative

FLORENCE COUNTY, S.C.
JUDGE PROBATE CT
2015 APR 20 AM 11:32

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction information during the settlement process.

				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
[redacted] on (line 700) as follows:					
to ERA Leatherman Realty					
to Coldwell Banker Segars McMillan & Associates					
n paid at settlement					7,132.50
700. Total Sales/Broker's Commission based on price					
801. Our origination charge		$ 4,208.18	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen		$-4,483.02	(from GFE #2)		
803. Your adjusted origination charges			(from GFE #A)	-276.84	
804. Appraisal fee	to C&A fbo Appraisal Nation, LLC		(from GFE #3)	475.00	
805. Credit Report	to C&A fbo Credit Technologies, Inc.		(from GFE #3)	37.79	
806. Tax service	to		(from GFE #3)		
807. Flood certification	to		(from GFE #3)		
808.VOE Fees	to C&A Mortgage Services of Florence, Inc.		(from GFE #3)	69.90	
809.			(from GFE #3)		
810.			(from GFE #3)		
811.			(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance					
901. Daily interest charges from 10/30/14 to 11/01/14	2 @ $15.714250/day		(from GFE #10)	31.43	
902. Mortgage insurance premium for	months to NTFN, Inc. FBO US Dept. of HUD		(from GFE #3)	2,676.66	
903. Homeowner's insurance for 1.0 years to	St. John's Insurance Company		(from GFE #11)	733.00	
904.			(from GFE #11)		
905.			(from GFE #11)		
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account			(from GFE #9)	190.74	
1002. Homeowner's insurance	3.000 months @ $ 61.08 per month		$ 183.24		
1003. Mortgage insurance	0.00 months @ $ 170.63 per month		$		
1004. Property taxes			$ 68.58		
County Taxes	2.000 months @ $ 34.29 per month				
1005.			$		
1006.	months @ $ per month		$		
1007.	months @ $ per month		$		
1008.			$		
1009. Aggregate Adjustment			$ -61.08		
1100. Title Charges					
1101. Title services and lender's title insurance			(from GFE #4)	1,286.30	
1102. Settlement or closing fee	to Lowman Law Firm, P.A.		$		
1103. Owner's title insurance to First American Title Insurance Company			(from GFE #5)	112.60	
1104. Lender's title insurance to First American Title Insurance Company			$ 441.30		
1105. Lender's title policy limit	$ 152,952.00				
1106. Owner's title policy limit	$ 158,500.00				
1107. Agent's portion of the total title insurance premium	to LTA-FATIC		$ 332.34		
1108. Underwriter's portion of the total title insurance premium	to First American Title Insurance Company		$ 221.56		
1109. Document Preparation	to Lowman Law Firm, PA		$		250.00
1110.			$		
1111.			$		
1112.			$		
1113.			$		
1200. Government Recording and Transfer Charges					
1201. Government recording charges	to Clerk of Court		(from GFE #7)	36.00	
1202. Deed $ 10.00	Mortgage $ 26.00	Releases $	Other $		
1203. Transfer taxes	to Clerk of Court		(from GFE #8)	586.45	
1204. City/county tax/stamps	Deed $	Mortgage $			
1205. State tax/stamps	Deed $ 586.45	Mortgage $			
1206.					
1207.					
1300. Additional Settlement Charges					
1301. Pest inspection and other services that you can shop for			(from GFE #6)	75.00	
1302. Repairs	to Advanced Air Systems		$		975.00
1303. Repairs	to Keefe Repair and Remodeling		$		257.00
1304. Carpet Cleaning	to Servicemaster		$		99.00
1305. Repairs	to Ace Appliance Service, LLC		$		109.00
1306. Home Warranty	to American Home Shield		$		625.00
1307. Pest Inspection	to Terminix		$ 75.00		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				6,034.29	3,441.56

* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

Lowman Law Firm, PA, Settlement Agent

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan			
1. ☐ FHA 2. ☐ RHS 3. ☐ Conv. Unins. 4. ☐ VA 5. ☒ Conv. Ins. ☐ Other	6. File Number: 20140370	7. Loan Number: 7100376634	8. Mortgage Insurance Case Number:

C. Note:	This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.
D. Name & Address of Borrower:	Jeff H. Revell, 2751 Crepe Myrtle Rd., Florence, SC 29505 Laura S. Revell
E. Name & Address of Seller:	MICHAEL DENNIS MOORE, PERSONAL REPRESENTATIVE OF THE ESTATE OF THOMAS G. MOORE
F. Name & Address of Lender:	South State Bank, 2440 Mall Drive, Charleston, SC 29406, Loan: 7100376634
G. Property Location:	Property Address 2125 Kristens Channel Florence, South Carolina 29501
H. Settlement Agent: Place of Settlement:	McGowan, Rogers, Stewart, Hiller & Krize, P.A., 229 South Coit Street, Florence, SC 29501, (843) 669-6395 229 South Coit Street, Florence, SC 29501
I. Settlement Date: 6/30/2014	Proration Date: 6/30/2014 Disbursement Date: 6/30/2014

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract sales price	$448,500.00	401. Contract sales price	$448,500.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	$6,004.31	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	**$454,504.31**	**420. Gross Amount Due to Seller**	**$448,500.00**
200. Amounts Paid by or in Behalf of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money	$5,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	$399,000.00	502. Settlement charges to seller (line 1400)	$22,086.95
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205. Appraisal/Credit Rep Deposit from South State	$480.00	505. Payoff of second mortgage loan	
206. SELLER PAID CLOSING COST	$3,500.00	506. SELLER PAID CLOSING COST	$3,500.00
207.		507.	
208.		508. 2013 Property Taxes to Florence County Trea	$8,859.11
209.		509. Payoff Delivery Services	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes		510. City/town taxes	
211. County taxes 1/1/2014 to 6/30/2014	$737.07	511. County taxes 1/1/2014 to 6/30/2014	$737.07
212. Assessments		512. Assessments	
213.		513.	
214.		514. Proceeds Held In Escrow	$413,316.87
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	**$408,717.07**	**520. Total Reduction Amount Due Seller**	**$448,500.00**
300. Cash at Settlement from/to Borrower		**600. Cash at Settlement to/from Seller**	
301. Gross amount due from borrower (line 120)	$454,504.31	601. Gross amount due to seller (line 420)	$448,500.00
302. Less amounts paid by/for borrower (line 220)	($408,717.07)	602. Less reductions in amount due seller (line 520)	($448,500.00)
303. Cash ☒ From ☐ To Borrower	**$45,787.24**	**603. Cash ☒ To ☐ From Seller**	**$0.00**

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required to provide the Settlement Agent with your correct taxpayer identification number.
If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

MICHAEL DENNIS MOORE, PERSONAL REPRESENTATIVE OF THE ESTATE OF THOMAS G. MOORE

FLORENCE COUNTY, S.C.
2015 APR 20 AM 11:32
FILED

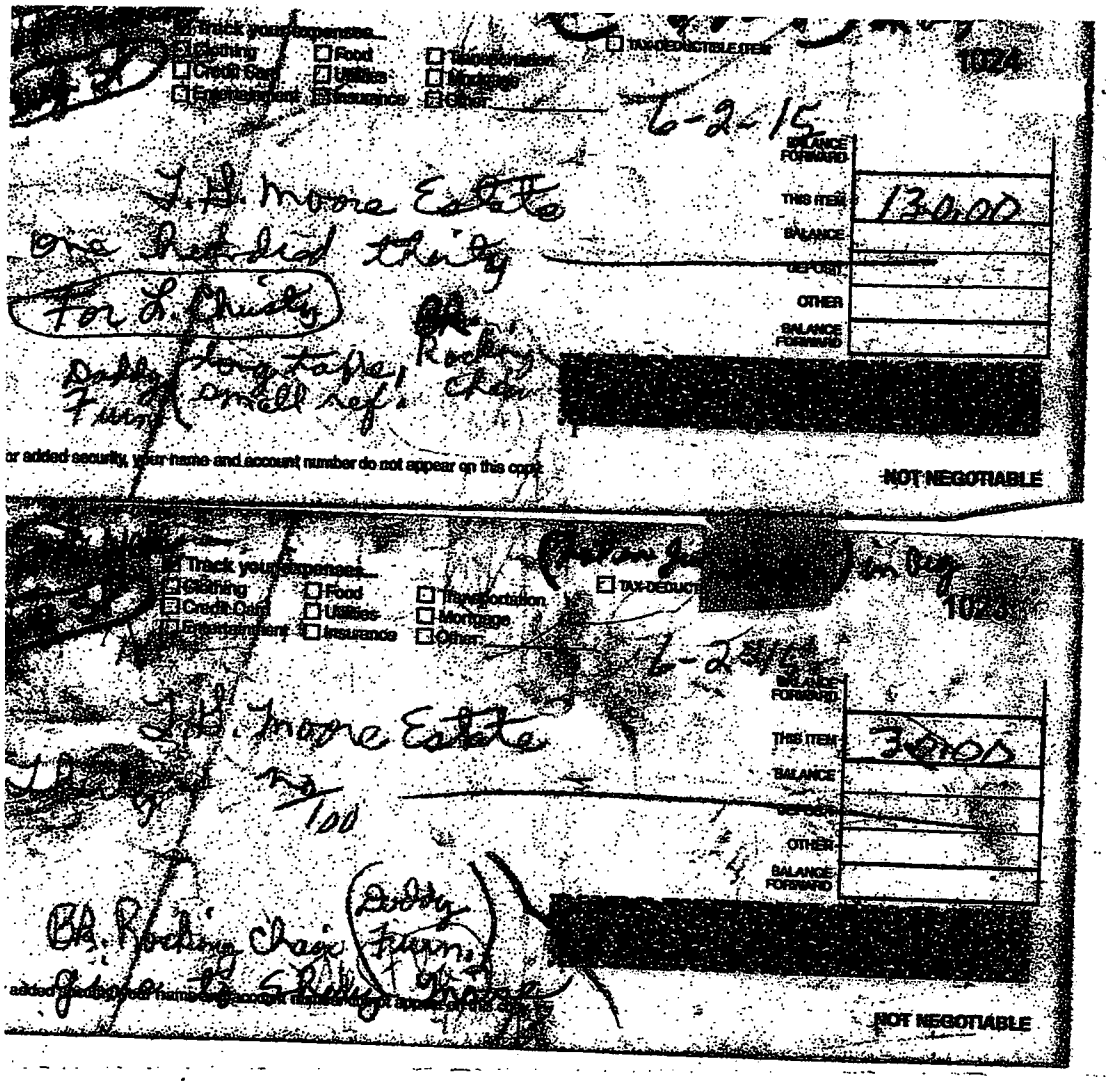
I R
Its Lawful Agent for Seller

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

	Charges			
	State Broker Fees based on price $448,500.00 @ 4.000000% = $17,940.00		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
	of commission (line 700) as follows:			
	8,975 to ERA Leatherman Realty			
	8,091.25 to Gwen Bryant Auction Auction & Real Estate LLC			
	Commission paid at settlement $17,940.00			$17,940.00
800.	**Items Payable in Connection with Loan**			
801.	Our origination charge South State Bank**	$600.00 (from GFE #1)		
802.	Your credit or charge (points) for the specific interest rate chosen	(from GFE #2)		
803.	Your adjusted origination charges to South State Bank	(from GFE A)	$600.00	
804.	Appraisal fee to Burdette Appraisal Firm	(from GFE #3)	$375.00	
805.	Credit report to Equifax	(from GFE #3)	$18.00	
806.	Tax service to First American	(from GFE #3)	$64.00	
807.	Flood certification	(from GFE #3)		
808.	Flood/Census to Corelogic		$12.00	
900.	**Items Required by Lender to Be Paid in Advance**			
901.	Daily interest charges from 6/30/14 to 7/1/14 @ $45.0900/day	(from GFE #10)	$45.09	
902.	Mortgage insurance premium for 1 month to Essent Guaranty	(from GFE #3)	$146.30	
903.	Homeowner's insurance for 1 year to Allstate Mario Matthews	(from GFE #10)	$1,744.78	
904.				
905.				
1000.	**Reserves Deposited with Lender**			
1001.	Initial deposit for your escrow account	(from GFE #9)	$1,101.68	
1002.	Homeowner's insurance 3 mo. @ $145.1500 per mo.	$435.45		
1003.	Mortgage insurance 2 mo. @ $146.3000 per mo.	$292.60		
1004.	City property taxes			
1005.	County property taxes 9 mo. @ $124.5500 per mo.	$1,120.95		
1006.	Annual assessments (maint.)			
1007.				
1008.				
1009.	Aggregate Adjustment	($747.32)		
1100.	**Title Charges**			
1101.	Title services and lender's title insurance	(from GFE #4)	$1,514.48	
1102.	Settlement or closing fee			
1103.	Owner's title insurance to Dixie Title Agency, Inc.	(from GFE #5)	$226.00	
1104.	Lender's title insurance to Dixie Title Agency, Inc.	$1,149.48		
1105.	Lender's title policy limit $399,000.00			
1106.	Owner's title policy limit $448,500.00			
1107.	Agent's portion of the total title insurance premium to Dixie Title Agency, Inc. $962.84			
1108.	Underwriter's portion of the total title insurance premium to Stewart Title Guaranty Company $412.64			
1109.	Attorney's Fee N/C to McGowan, Rogers, Stewart, Hiller & Krize, P.A.			
1110.	Title Examination to Dixie Title Abstracting Services, LLC.	$150.00		
1111.	Title Commitment to Dixie Title Agency, Inc.	$100.00		
1112.	Administration Fee to McGowan, Rogers, Stewart, Hiller & Krize, P.A.	$100.00		
1113.	Document Preparation to McGowan, Rogers, Stewart, Hiller & Krize, P.A.			$225.00
1114.	Lender CPL to Stewart Title Guaranty Company	$15.00		
1115.	Bankruptcy Court Research Cost to McGowan, Rogers, Stewart, Hiller & Krize, P.A.			$12.50
1200.	**Government Recording and Transfer Charges**			
1201.	Government recording charges	(from GFE #7)	$35.00	
1202.	Deed $10.00 Mortgage $25.00 Releases	$35.00		
1203.	Transfer taxes	(from GFE #8)		
1204.	City/County tax/stamps Deed $493.35			$493.35
1205.	State tax/stamps Deed $1,166.10			$1,166.10
1206.				
1300.	**Additional Settlement Charges**			
1301.	Required services that you can shop for	(from GFE #6)		
1302.				
1303.	Repairs to Best Builders			$450.00
1304.	Survey			
1305.	Pest Inspection to Dodson Pest Control		$125.00	
1306.	Home Inspection			
1307.	Repairs to Keefe Repair & Remodeling			$1,250.00
1308.	Home Warranty to American Home Shield			$550.00
1400.	**Total Settlement Charges (enter on lines 103, Section J and 502, Section K)**		**$6,004.31**	**$22,086.95**

** Includes Origination Point ($600.00).
Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

In Simple Agent for Seller


Track your expenses
Clothing
Food
Credit Card
Utilities
Entertainment
Insurance
TAX-DEDUCTIBLE ITEM
1024
6-2-15
L.H. Moore Estate
BALANCE FORWARD
THIS ITEM
13000
BALANCE
DEPOSIT
OTHER
BALANCE FORWARD
NOT NEGOTIABLE

Track your expenses
Clothing
Food
Credit Card
Utilities
Entertainment
Insurance
Transportation
Mortgage
Other
TAX-DEDUCTIBLE
1023
L.H. Moore Estate
BALANCE FORWARD
THIS ITEM
3805
BALANCE
OTHER
BALANCE FORWARD
NOT NEGOTIABLE

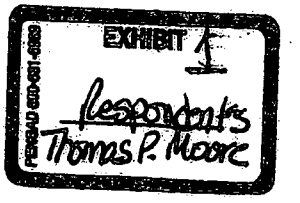
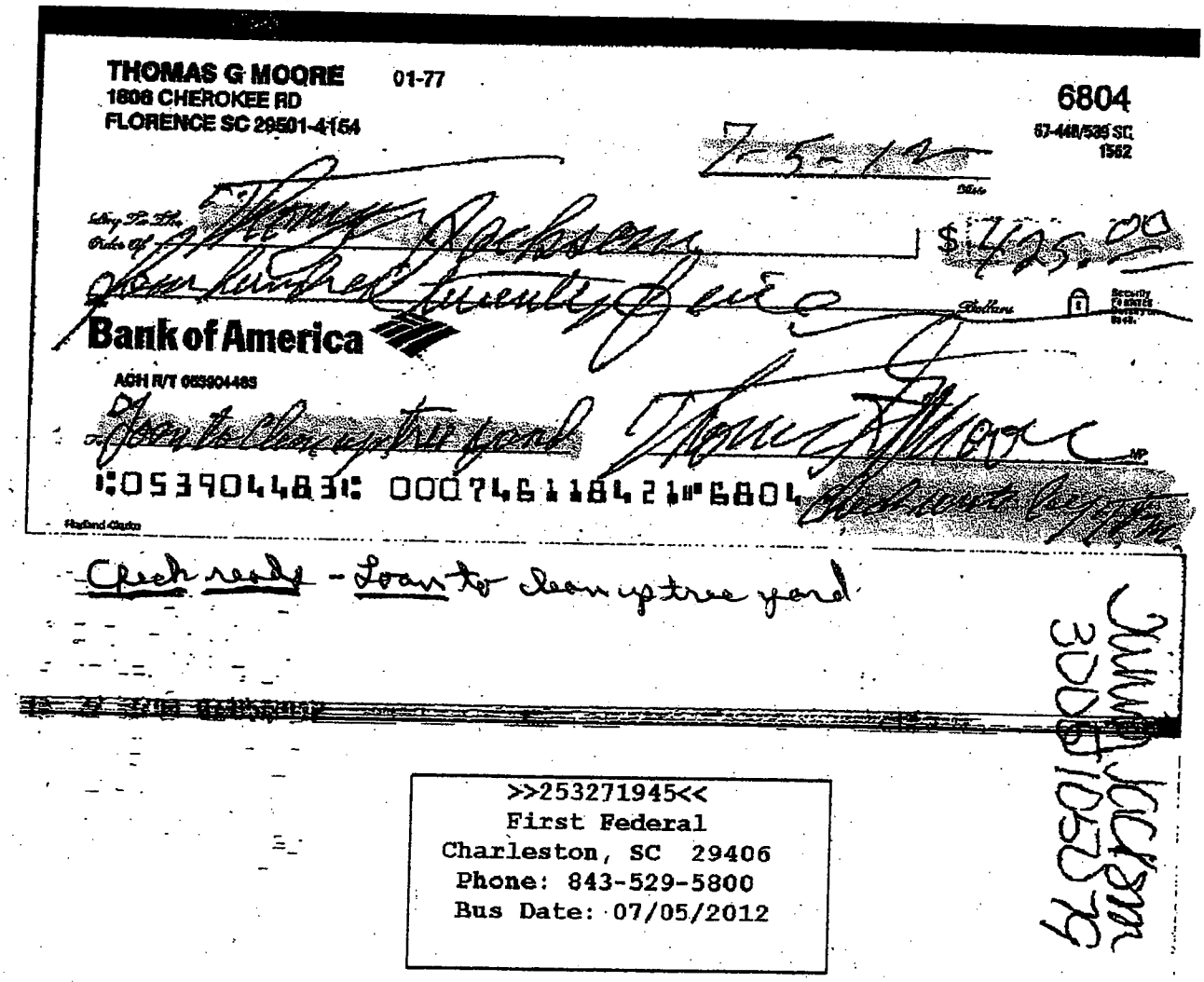


EXHIBIT 1
Respondents
Thomas P. Moore

Bank of America

Capture Date: 07/05/2012 Sequence #: 4292769502


THOMAS G MOORE 01-77
1806 CHEROKEE RD
FflorENCE SC 29501-4154

6804
57-448/535 SC
1562

7-5-12

Pay To The Order Of Thomas Jackson $ 145.00

One hundred forty five

Bank of America

ACH R/T 053904483

For lawn to clean up tree yard Thomas G Moore

⑆053904483⑆ 000746118421⑈6804

Check ready - Loan to clean up tree yard

June Jackson 3004 Hickman 10529

>>253271945<<
First Federal
Charleston, SC 29406
Phone: 843-529-5800
Bus Date: 07/05/2012

Branch/Teller 0027/2704
07/05/2012 14:13:58

Electronic Endorsements

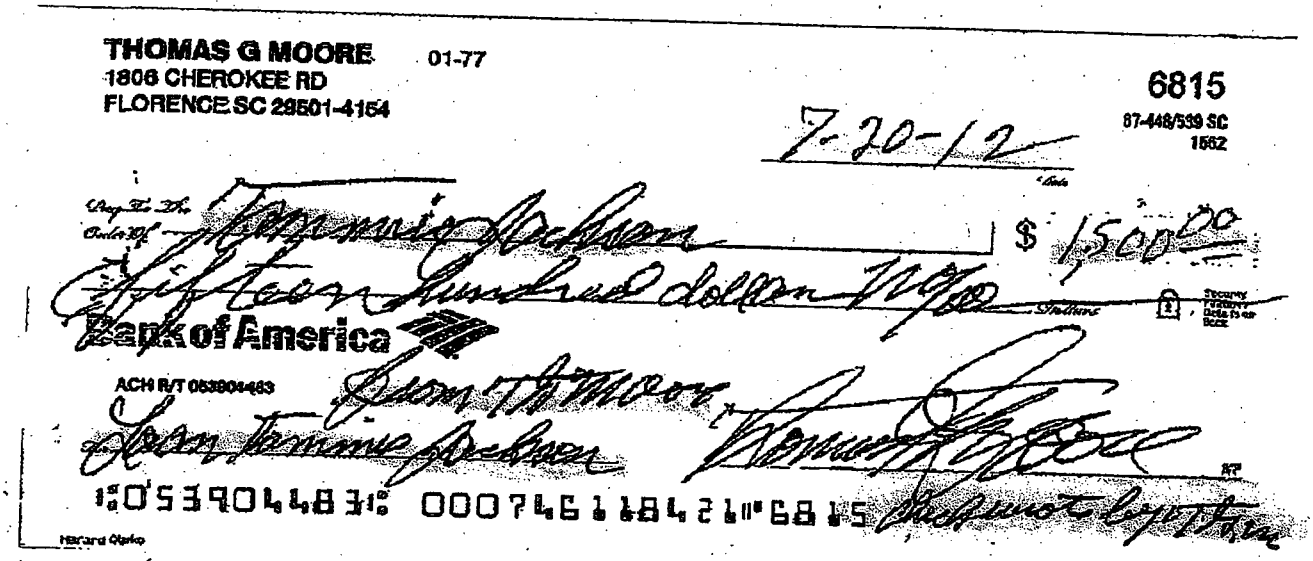
Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
07/05/2012	364977400	253271945	-1	Y		SOUTH STATE BANK
07/05/2012	004292769502	111012822	Pay Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

EXHIBIT 1
Respondent-304-
PhillipMoore

Bank of America

Capture Date: 07/23/2012 Sequence #: 4992096021


THOMAS G MOORE 01-77
1806 CHEROKEE RD
FLORENCE SC 29501-4154

6815
87-448/539 SC
1562

7-20-12

$ 1,500.00

Fifteen Hundred dollars 00/100

Bank of America

ACH R/T 053904483

Loan Tammie Jackson

Thomas G Moore

Loan Tammie Jackson

⑆053904483⑆ 000746184261⑈6815

Check reads - from T.G. Moore
Loan Tammie Jackson.

>>253271945<<
First Federal
Charleston, SC 29406
Phone: 843-529-5800
Bus Date: 07/23/2012

Branch/Teller 0027/2707
07/23/2012 16:10:24

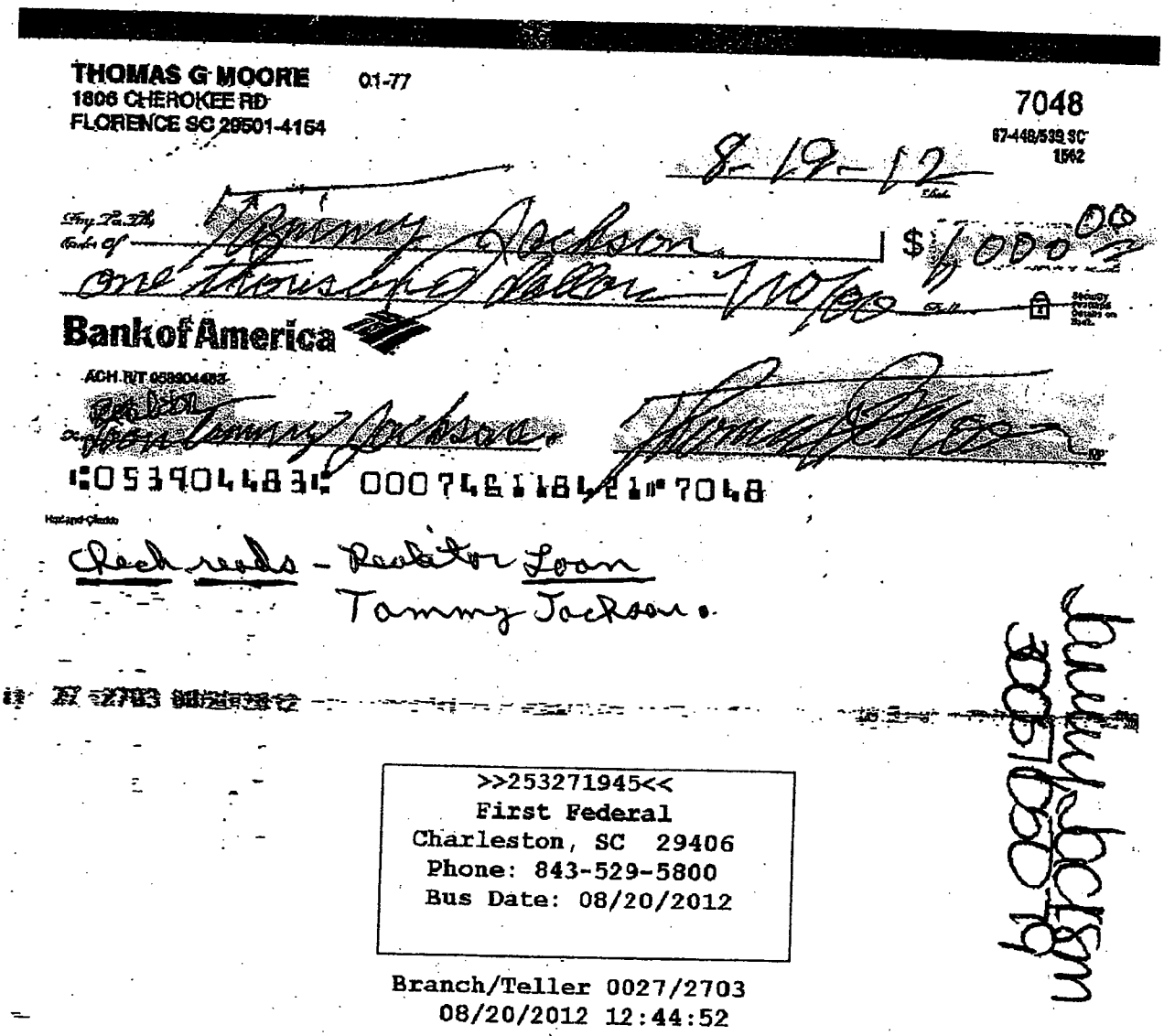
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
07/23/2012	371273240	253271945	-1	Y		SOUTH STATE BANK
07/23/2012	004992096021	111012822	Pay Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

Bank of America

Capture Date: 08/20/2012 Sequence #: 4992253457



THOMAS G MOORE 01-77
1806 CHEROKEE RD
FLORENCE SC 29501-4164

7048
87-448/539 SC
1562

8-19-12

Pay To The Order Of Tammy Jackson $ 1,000.00

One thousand dollars 00/100

Bank of America

ACH RTT 053904483

For Loan Tammy Jackson.

⑆053904483⑆ 000746184211 7048

Check reads - Rebate Loan
Tammy Jackson.

>>253271945<<
First Federal
Charleston, SC 29406
Phone: 843-529-5800
Bus Date: 08/20/2012

Branch/Teller 0027/2703
08/20/2012 12:44:52

Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
08/20/2012	380760870	253271945	-1	Y		SOUTH STATE BANK
08/20/2012	004992253457	111012822	Pay Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

LOANS Tammy Jackson

10-26-2012

4541

$2413.00

4541 Amount $2,413.00 Date 10/31/2012

Check reads - Loaned to Tammy Jackson to get her broker license to sell Realstate.

11-5-2012

4543

$1,800.00

k 4543 Amount $1,800.00 Date 11/9/2012

Check reads - Loan to pay for prayer teeth → Her daughter

7-3-2013

1205

$1200.00

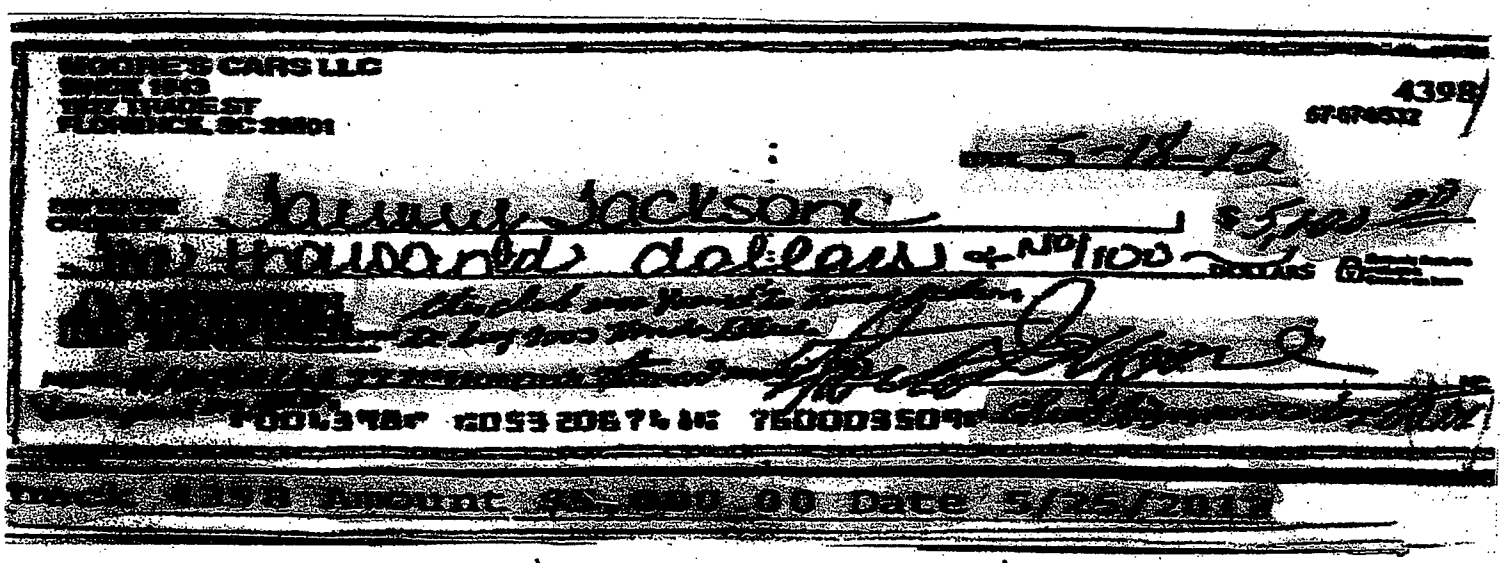
FIRST BANK

07-08-2013 Account 851000527 Amount 1200.00 Serial 1205
Trace 1506258 DbCr D TR 53104588 Trancode 17 InstitutionID

Check reads - LOAN

T. G. Moore - Lein on title - Tammy Jackson

1st vehicle - T. G. Moore Loaned money 5-18-2012 to Tammy Jackson to buy 2003 Honda Accord.



Check reads - This check was Loaned to Tammy Jackson to buy 2003 Honda blue. Vin# 016501 Movies Cars - T Remus for Moore.
Lein put on title.

EXHIBIT 2
Respondent's
Phillip Moore
FEMA/IG-001-0888

First Citizens

CONSUMER SIGNATURE CARD
03-14-2011

381625051209 Acct Type Market Rate Investor Special

Branch 245 Opened by C MATTHEW HAYNIE ___X___ New _____ Amended _____ Temp

THOMAS G MOORE
POD Michael D. Moore

Amended By: _____

Account Ownership Designation: Sole Owner w/ Payable on Death

(When applicable, record the type of "appointment papers" obtained: _____)

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for the following information, as appropriate – your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

FIRST CITIZENS BANK AND TRUST COMPANY, INC.

[The relationship between the Bank and account holder(s) remain(s) the same regardless of (possible) conversion of this account.]

I, the undersigned:

(1) acknowledge receipt of at least one copy of each of the following documents: Consumer Deposit Accounts Fee Schedule/Interest Disclosures brochure; Rules and Regulations for Checking, Savings, MMDA Accounts/Funds Availability/Direct Deposit, Cardholder Agreement and Electronic Fund Transfer Disclosures brochure.
(2) agree to the provisions set forth in the above documents.
(3) certify that the "Account Ownership Designation" indicated above is correct.
(4) certify that the primary purpose of the account is for personal use, family use, household use, or other non-business use.
(5) **CERTIFY, UNDER PENALTIES OF PERJURY, THAT: (A) THE TAXPAYER IDENTIFICATION NUMBER(S) SHOWN BELOW IS CORRECT; AND (B) I AM NOT SUBJECT TO BACKUP WITHHOLDING BECAUSE (1) I AM EXEMPT FROM BACKUP WITHHOLDING, OR (2) I HAVE NOT BEEN NOTIFIED BY THE INTERNAL REVENUE SERVICE (IRS) THAT I AM SUBJECT TO BACKUP WITHHOLDING AS A RESULT OF FAILURE TO REPORT ALL INTEREST OR DIVIDENDS, OR (3) THE IRS HAS NOTIFIED ME THAT I AM NO LONGER SUBJECT TO BACKUP WITHHOLDING. (NOTE: ITEM (B) MUST BE CROSSED OUT IF YOU HAVE BEEN NOTIFIED BY THE IRS THAT YOU ARE CURRENTLY SUBJECT TO BACKUP WITHHOLDING BECAUSE OF UNDER-REPORTING INTEREST OR DIVIDENDS ON YOUR TAX RETURN.); AND (C) I AM A U.S. PERSON (INCLUDING A U.S. RESIDENT ALIEN).**

(16.50)

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING AS CONTAINED IN ITEM (5).

Authorized Signature _____ TIN 250-40-9693

(If applicable, capacity: ____ PR ____ Trustee ____ Custodian ____ Other _____) I.D. SC 000551473

Authorized Signature _____ TIN _____

(If applicable, capacity: ____ PR ____ Trustee ____ Custodian ____ Other _____) I.D. _____

Authorized Signature _____ TIN _____

(If applicable, capacity: ____ PR ____ Trustee ____ Custodian ____ Other _____) I.D. _____

MISC-009 (REV. 03/04)

COPY

EXHIBIT 3 -309
Respondent's Phillip Moore

First Citizens

CONSUMER SIGNATURE CARD

3816250511209 Acct Type Market Rate Investor Special

Branch 245 Opened by C MATTHEW HAYNIE ___X___ New _____ Amended _____ Temp

THOMAS G MOORE
POD Michael D. Moore

Amended By: _____

Account Ownership Designation: Sole Owner w/ Payable on Death

(When applicable, record the type of "appointment papers" obtained: _____)

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for the following information, as appropriate – your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

FIRST CITIZENS BANK AND TRUST COMPANY, INC.

[The relationship between the Bank and account holder(s) remain(s) the same regardless of (possible) conversion of this account.]

I, the undersigned:

(1) acknowledge receipt of at least one copy of each of the following documents: Consumer Deposit Accounts Fee Schedule/Interest Disclosures brochure; Rules and Regulations for Checking, Savings, MMDA Accounts/Funds Availability/Direct Deposit, Cardholder Agreement and Electronic Fund Transfer Disclosures brochure.

(2) agree to the provisions set forth in the above documents.

(3) certify that the "Account Ownership Designation" indicated above is correct.

(4) certify that the primary purpose of the account is for personal use, family use, household use, or other non-business use.

(5) **CERTIFY, UNDER PENALTIES OF PERJURY, THAT: (A) THE TAXPAYER IDENTIFICATION NUMBER(S) SHOWN BELOW IS CORRECT; AND (B) I AM NOT SUBJECT TO BACKUP WITHHOLDING BECAUSE (1) I AM EXEMPT FROM BACKUP WITHHOLDING, OR (2) I HAVE NOT BEEN NOTIFIED BY THE INTERNAL REVENUE SERVICE (IRS) THAT I AM SUBJECT TO BACKUP WITHHOLDING AS A RESULT OF FAILURE TO REPORT ALL INTEREST OR DIVIDENDS, OR (3) THE IRS HAS NOTIFIED ME THAT I AM NO LONGER SUBJECT TO BACKUP WITHHOLDING. (NOTE: ITEM (B) MUST BE CROSSED OUT IF YOU HAVE BEEN NOTIFIED BY THE IRS THAT YOU ARE CURRENTLY SUBJECT TO BACKUP WITHHOLDING BECAUSE OF UNDER-REPORTING INTEREST OR DIVIDENDS ON YOUR TAX RETURN.); AND (C) I AM A U.S. PERSON (INCLUDING A U.S. RESIDENT ALIEN).**

(+16.50)

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING AS CONTAINED IN ITEM (5).

Authorized Signature _____ TIN 250-48-9693

(If applicable, capacity: ____ PR ____ Trustee ____ Custodian ____ Other _____) I.D. SC 000551473

Authorized Signature _____ TIN _____

(If applicable, capacity: ____ PR ____ Trustee ____ Custodian ____ Other _____) I.D. _____

Authorized Signature _____ TIN _____

(If applicable, capacity: ____ PR ____ Trustee ____ Custodian ____ Other _____) I.D. _____

MISC-009 (REV. 03/04)

COPY

PENGAD 800-631-6989

EXHIBIT 3
-310-
Respondent's
Phillip Moore

LOANS

April 21, 2011 to Dec. 20, 2013

THOMAS G. MOORE
1806 CHEROKEE ROAD
FLORENCE, SC 29501

1018

67-148/532
BRANCH 245

5-10-2011

Pay to the order of Thomas G Moore $ 70,000.00

Seventy Thousand Dollars No Cents

First Citizens

MARKET RATE INVESTOR

Money put Moores Cars LLC to buy, sell cars money from House Sale Explained

for Money from house Sale Explained

⑆053201487⑆38162 5051209⑈ 1018

Check made by me.

5200010050 05-1

DDA Debit - (05/10/2011)

(Back)

Check reads money put Moores Cars LLC to buy, sell cars money from House Sale Explained

THOMAS G. MOORE
1806 CHEROKEE ROAD
FLORENCE, SC 29501

1009

67-148/532
BRANCH 245

8-12-11

Pay to the order of Thomas G Moore $ 23,000.00

Twenty Three Thousand Dollars No Cents

First Citizens

MARKET RATE INVESTOR

for Money from house sale

⑆053201487⑆38162 5051209⑈ 1009

Thomas G Moore

DA Debit - (08/22/2011)

Thomas G Moore
Put money in Moores Cars LLC

(Back)

Check reads - LOAN to Moores Cars LLC

EXHIBIT 4
PENGAD 800-631-6989
Respondents
Phillip Moore

THOMAS G. MOORE
1806 CHEROKEE ROAD
FLORENCE, SC 29501

1010

67-148/532
BRANCH 245

12-10-12

Pay to the order of Thomas G Moore $ 50,000.00

Fifty Thousand Dollars No Cents

Loan to Moores Cars

First Citizens Anderson Branch

MARKET RATE INVESTOR

for From house money

⑆053201487⑆38162 5051209⑈ 1010

Thomas G Moore

DA Debit - (12/11/2012)

Nov 21 TO Dec 19

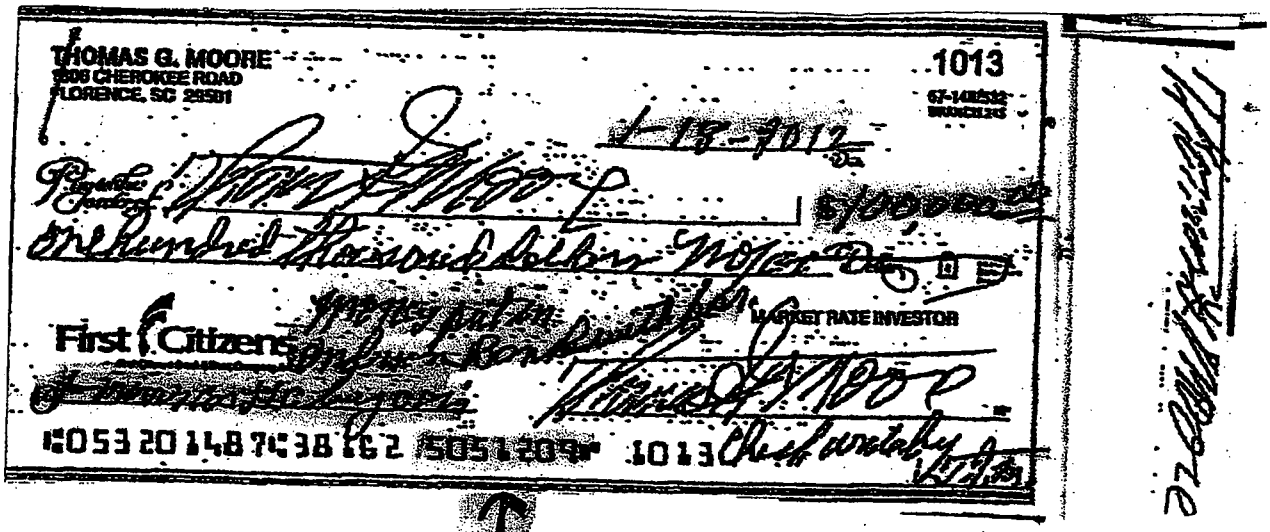
520

Thomas G Moore
Put money in Moores Cars LLC

(Back)

CHECK reads - Loan to Moores Cars Anderson Bank - From House money

L Loans made from T


THOMAS G. MOORE
1806 CHEROKEE ROAD
FLORENCE, SC 29501

1013

1-18-2012

Pay to the Order of Thomas G Moore $ 100,000.00

One Hundred Thousand dollars No/100 Dollars

First Citizens

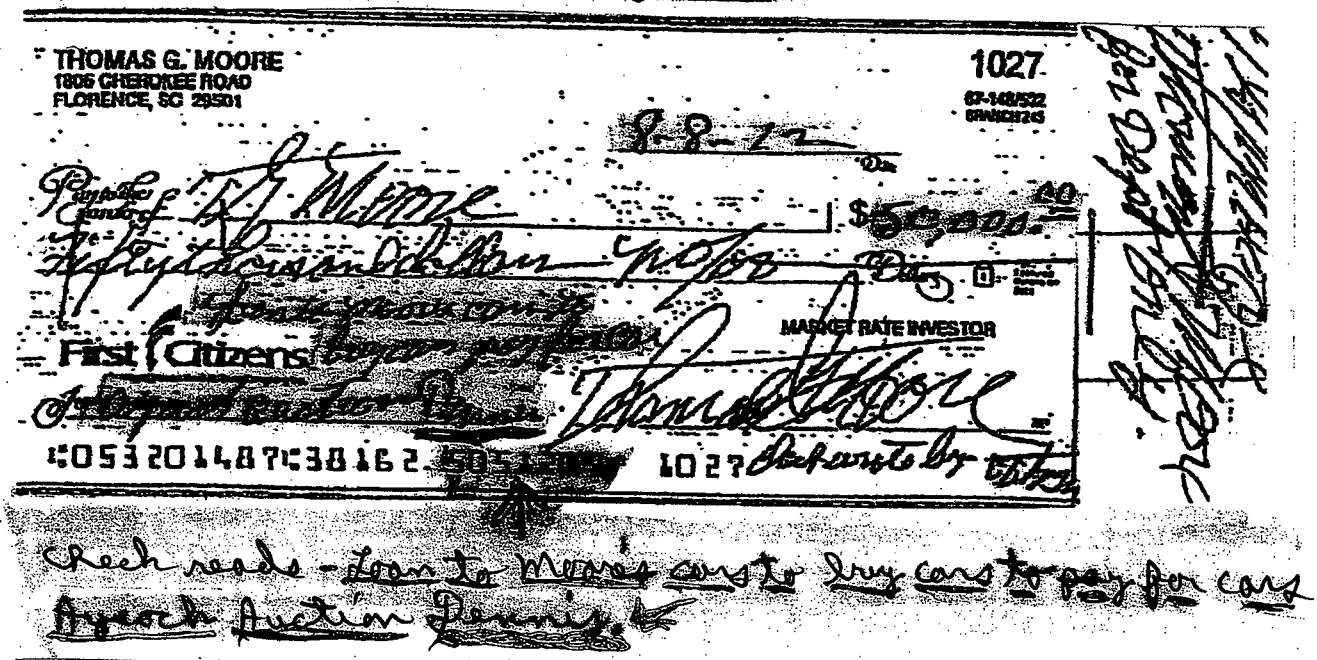
MARKET RATE INVESTOR

Memo Money put in Anderson Bank for Moore Cars LLC buy cars

Thomas G Moore

⑆053201487⑆38162 505120⑈ 1013

Check reads - Money Put in Anderson Bank for Moore Cars LLC buy CARS


THOMAS G. MOORE
1806 CHEROKEE ROAD
FLORENCE, SC 29501

1027

8-8-12

Pay to the Order of T G Moore $ 50,000.00

Fifty thousand dollars No/100 Dollars

First Citizens

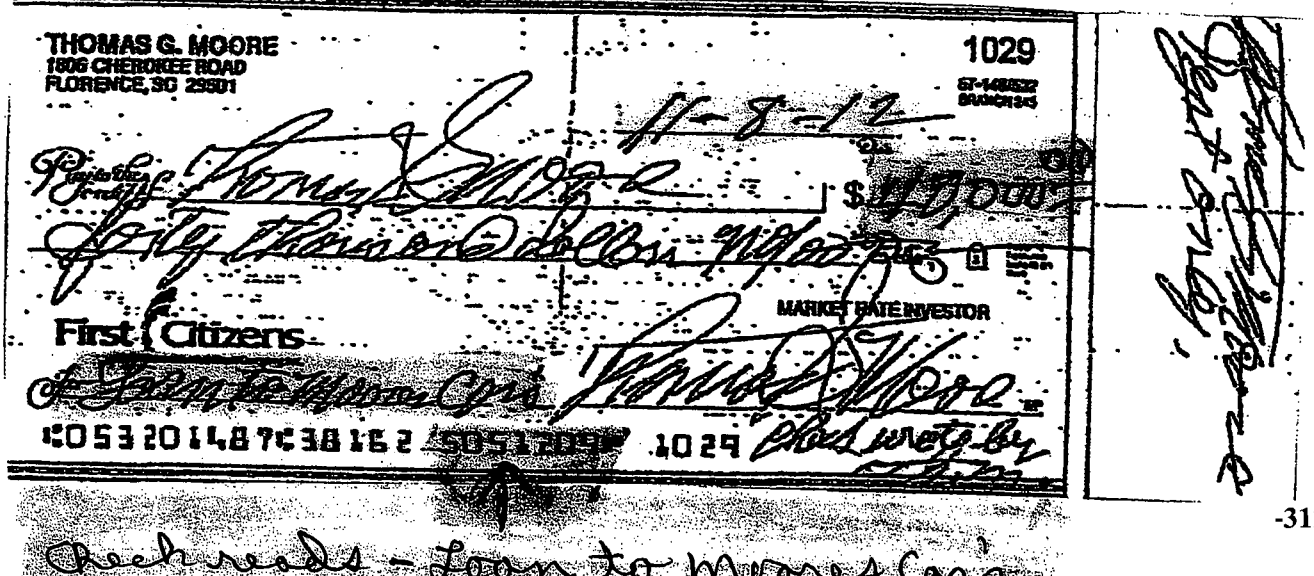
MARKET RATE INVESTOR

Memo loan to Moore cars to buy cars

Thomas G Moore

⑆053201487⑆38162 505120⑈ 1027

Check reads - Loan to Moore cars to buy cars to pay for cars Ayech Auction Penny


THOMAS G. MOORE
1806 CHEROKEE ROAD
FLORENCE, SC 29501

1029

11-5-12

Pay to the Order of Thomas G Moore $ 47,000.00

Forty Seven thousand dollars No/100 Dollars

First Citizens

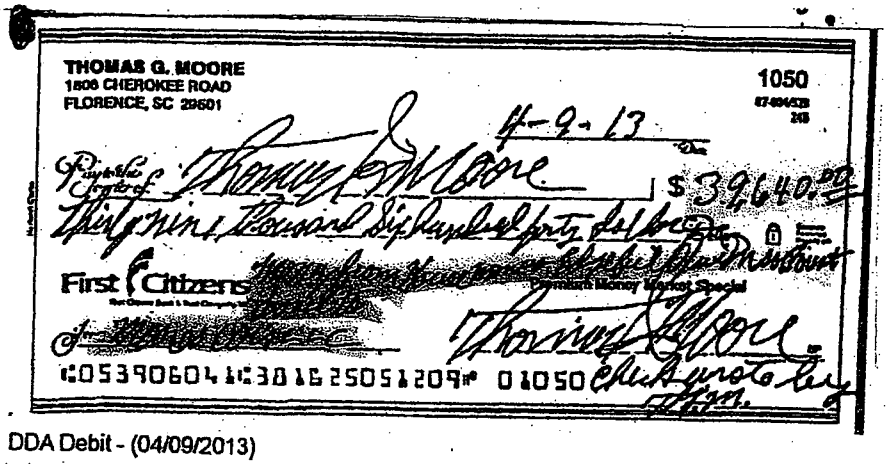
MARKET RATE INVESTOR

Memo Loan to Moore Cars

Thomas G Moore

⑆053201487⑆38162 505120⑈ 1029

Check reads - Loan to Moores Cars


THOMAS G. MOORE
1606 CHEROKEE ROAD
FLORENCE, SC 29501

1050

4-9-13

Pay to the Order of Thomas G Moore $39,640.00

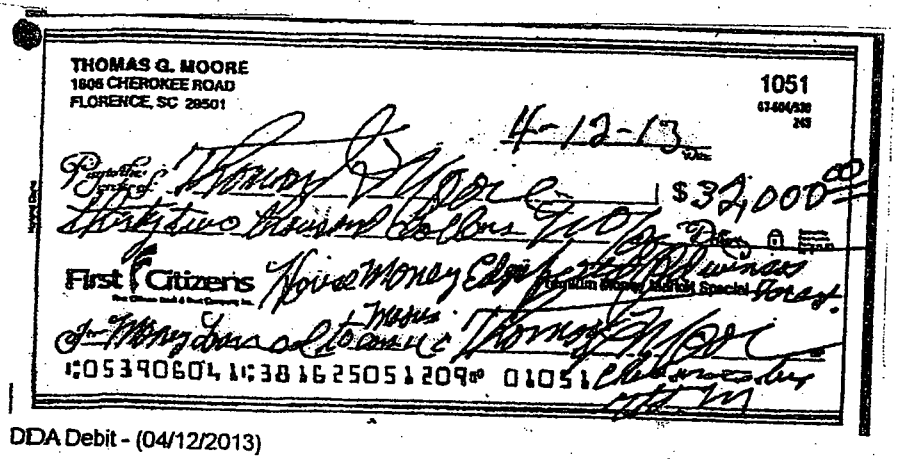
Thirty nine Thousand Six Hundred Forty dollars

First Citizens

:053906041:3816250512097# 01050

DDA Debit - (04/09/2013)

Check reads - Money from House money - Edgefield Windsor Forest, Loaned to Moores Cars LLC.


THOMAS G. MOORE
1606 CHEROKEE ROAD
FLORENCE, SC 29501

1051

4-12-13

Pay to the Order of Thomas G Moore $32,000.00

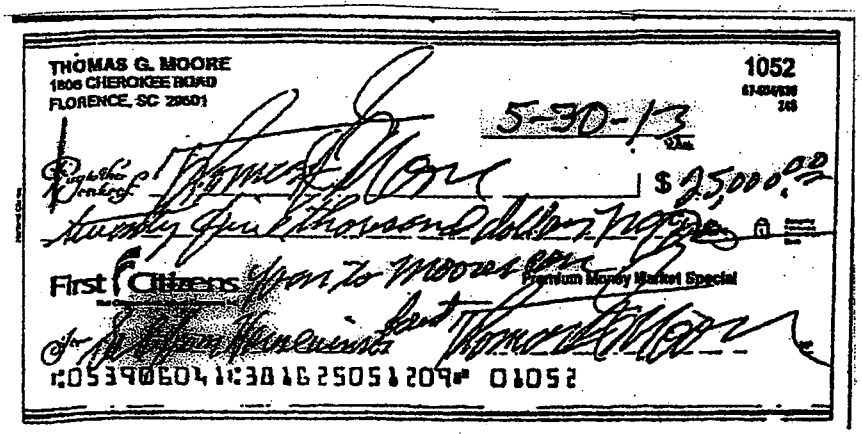
Thirty two Thousand dollars

First Citizens House Money Edgefield Windsor Forest

:053906041:3816250512097# 01051

DDA Debit - (04/12/2013)

Check reads - House money Edgefield Windsor Forest - Money Loaned to Moores Cars LLC.


THOMAS G. MOORE
1606 CHEROKEE ROAD
FLORENCE, SC 29501

1052

5-30-13

Pay to the order of Thomas G Moore $ 25,000.00

Twenty five thousand dollars no/100

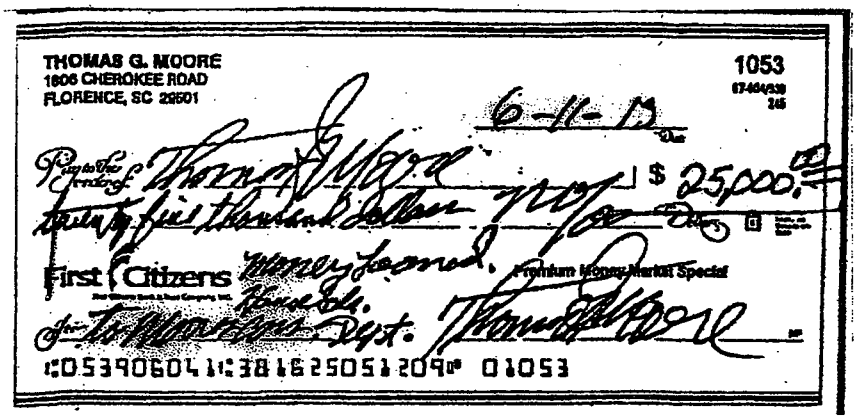
First Citizens Loan to Moores Cars Premium Money Market Special

for Sale from House Windsor Forest Thomas G Moore

:053906041: 3816 2505 1209 01052

DA Debit - (05/30/2013)

Check reads - Loan to Moores Cars Sale from House Windsor Forest.


THOMAS G. MOORE
1606 CHEROKEE ROAD
FLORENCE, SC 29501

1053

6-11-13

Pay to the order of Thomas G Moore $ 25,000.00

Twenty five thousand dollars no/100

First Citizens Money Loaned. Premium Money Market Special

for To Moores Cars Dept. Thomas G Moore

:053906041: 3816 2505 1209 01053

DA Debit - (06/11/2013)

Check reads - Money Loaned (House Sale) to Moores Cars.

Deposits - First Bank - #851000527 - T.G. Moore ONLY

T.G. Moore's last bank Acct. he opened before he passed Away. First Bank #851000527 - OPEN - 4-5-13 NO P.O.B. or Beneficiary. Acct. belonging to T.G. Moore ONLY.

T.G. Moore's Actual money of his he deposited to this Acct. #851000527. He did not start purchasing vehicles with his check until 4-26-13 and his 1st deposit was 5-3-13 on vehicles

	Date	Amount Deposited	
	4-5-13	$ 458.00	- Open Acct.
	4-9-13	*39,640.00	- T.G. deposited from his other Acct. he closed.
	4-12-13	32,000.00	- T.G. deposited from his other Acct. he closed.
a	4-18-13	6620.00	- T.G sold truck he owned from other Acct.
c	4-23-13	6532.00	- T.G sold car he owned from other Acct.
d	4-23-13	42,725.00	- T.G sold his 2nd Mercedes deposited in this Acct
	5-30-13	25,000.00	- T.G. deposited from his other Accts. he closed
e	5-30-13	10,000.00	- T.G. deposited → CASH
	6-11-13	25,000.00	- T.G. deposited from his other Acct. he closed
b	7-22-13	12,900.00	- T.G. deposited Insurance check - T.G. wrecked & totaled his Navigator he owned
i	10-2-13	9000.00	- T.G. deposited → CASH - money from House Sale
h	10-2-13	8000.00	- T.G. deposited → CASH
		217,875.00	- Total - T.G. Moore's personal money he deposited to this Acct.

EXHIBIT 5
Respondent's
Phillip Moore
PENGAD 800-631-6989

With Mercedes $83,815.00 - Jaguar $500.00 - Penny $8900.00

$217,875.00
+ 83,815.00 6-5-13 - T.G. personal car - to be paid from his Acct
$301,690.00
+ 6500.00
308,190.00
+ 8900.00
$317,090.00
- 77,598.00 T.G. wrote checks for Moores Cars LLC
239,492.00 Balance of T.G. Moore Actual money TO close his Acct. put in Probate.

$239,492.00
- 21,231.05 Did Penny close his acct, 3-17-2014
$118,260.95 Balance to close Acct. and deposit this in Probate!

$118,260.95
- 35,259.00 missing in Inventory from buying vehicles and depositing checks back to this Acct. SOLd vehicles. There is $35,259.00 missing to get T.G. Moores money back and making NO PROFIT on none of the vehicles from the first check T.G. paid for vehicles through this Acct. 4-26-13 until T.G. passed away 12-20-13. 9 months buying and selling vehicles - with NO Profit made.

Without → Mercedes - 83,815.00 - Jaguar $6500.00 - Dennis $8900.00

$217,815.00	
- 83,815.00	6-5-13 - T.G. lost Mercedes he owned - personal car
$134,060.00	Balance
- 6500.00	8-22-13 - TO Dennis Moore - 2 checks given for Jaguar. This check went through T.G. Moore Acct.
$127,560.00	Balance
- 8900.00	6-24-13 - Check made to Dennis personally for a Ford Truck. Why was this check made to Dennis personally & not a dealership
$118,660.00	Balance
- 77,598.00	T.G. wrote checks for Moore's Cars LLC
41,062.00	Balance
$41,062.00	Balance to be put in Probate
- 21,231.05	When Dennis closed this acct. - Did he put this in Probate
$19,830.95	missing of T.G. Moore Actual money.

Inventory

	Cons T.G. Bought from this Acct.		Cons T.G. Sold & deposited back in Acct.
4-26-13	28,395.00	•	5-3-13 15,430.00
5-7-13	10,695.00	•	5-10-13 5775.00
5-10-13	8480.00	•	5-21-13 9595.00
5-31-13	26,110.00	•	5-22-13 11,590.00
7-22-13	21,380.00	•	6-11-13 4895.00
8-1-13	23,840.00	•	6-7-13 6127.00
7-30-13	4400.00	•	6-14-13 8210.00
8-1-13	8465.00	•	6-28-13 10,095.00
9-24-13	22,520.00	•	7-12-13 10,135.00
10-7-13	32,950.00	•	8-7-13 4795.00
	$187,235.00 total	•	9-13-13 23,815.00
		•	9-20-13 6225.00
		•	10-4-13 8657.00
		•	10-25-13 19,060.00
		•	11-1-13 6972.00
			total $151,976.00

$187,235.00 - Cons T.G. Bought at Auctions 4-5-13 to 12-20-13

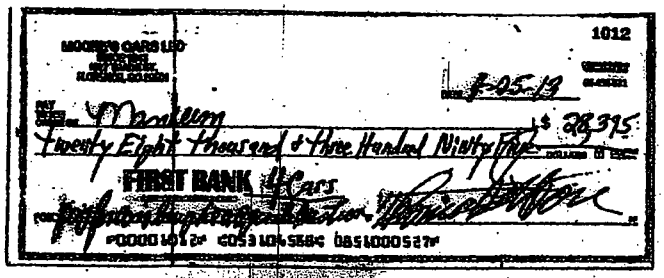
- 151,976.00 - Cons T.G. Sold deposit back to Acct. 4-5-13 to 12-20-13

$ 35,259.00 → less than what T.G. actually paid for vehicles making - NO Profit

$35,259.00 - Missing of T.G. monies Actual money to go in Profits

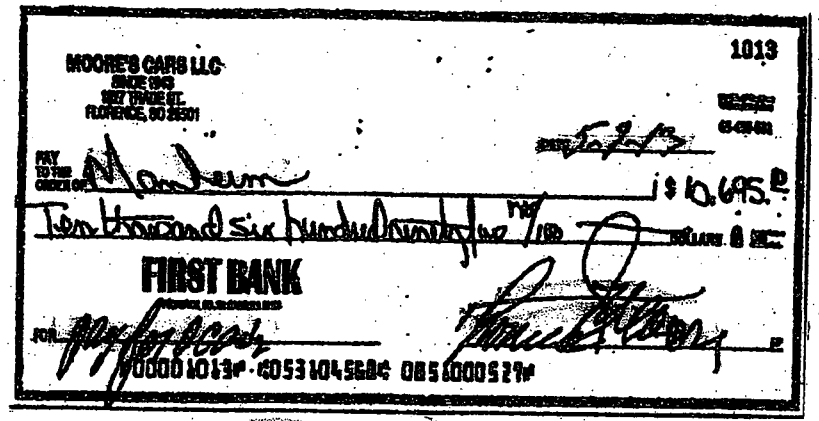
INVENTORY

VEHICLES BOUGHT From Auto Auctions. paid from this Account.


1012
MOORE'S CARS LLC
DATE 4-05-13
PAY TO THE ORDER OF Manheim
$ 28395
Twenty Eight Thousand & Three Hundred Ninety Five DOLLARS
FIRST BANK
4 Cars
FOR Payment for Auction Vehicle
⑈0000 1012⑈ ⑆053104568⑆ 085 1000527⑈

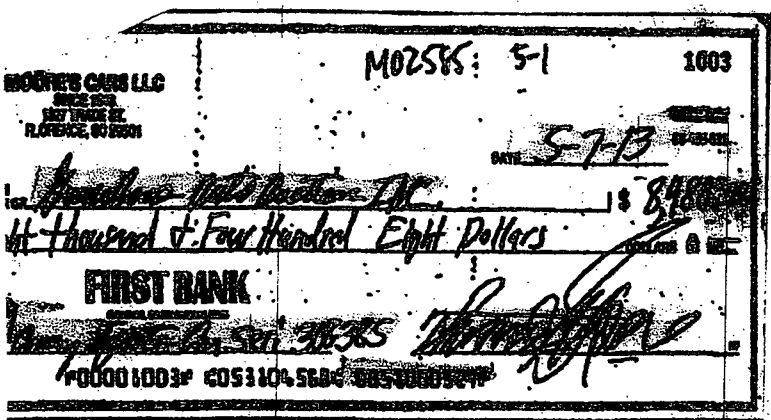
Date 04-26-2013 Account 851000527 Amount 28395.00 Serial 10
Sequence 977802 DbCr D TR 53104568 Trancode 17
InstitutionID 67 EmplAcct 0 Branch 0 HPC 90

CHECK reads - 4 cars - Pay for cars bought at Aycock Auction.


1013
MOORE'S CARS LLC
SINCE 1948
WEST FRANKLIN ST.
FLORENCE, SC 29501
DATE 5-7-13
PAY TO THE ORDER OF Manheim
$ 10,695.00
Ten Thousand Six Hundred Ninety Five DOLLARS
FIRST BANK
FOR Pay for Cars
⑈0000 1013⑈ ⑆053104568⑆ 085 1000527⑈

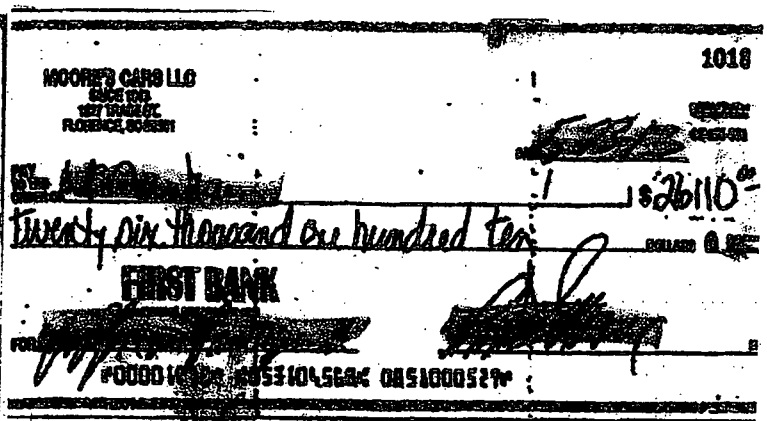
Date 05-07-2013 Account 851000527 Amount 10695.00 Serial 1013
Sequence 1294904 DbCr D TR 53104568 Trancode 17 Institution

Check reads - PAY for Cars.


M02585: 5-1
1003
MOORE'S CARS LLC
SINCE 1948
WEST FRANKLIN ST.
FLORENCE, SC 29501
DATE 5-10
PAY TO THE ORDER OF Manheim Auto Auction LLC
$ 8480
Eight Thousand & Four Hundred Eight Dollars
FIRST BANK
Camry Toyota Car Serial 308385
⑈0000 1003⑈ ⑆053104568⑆ 085 1000527⑈

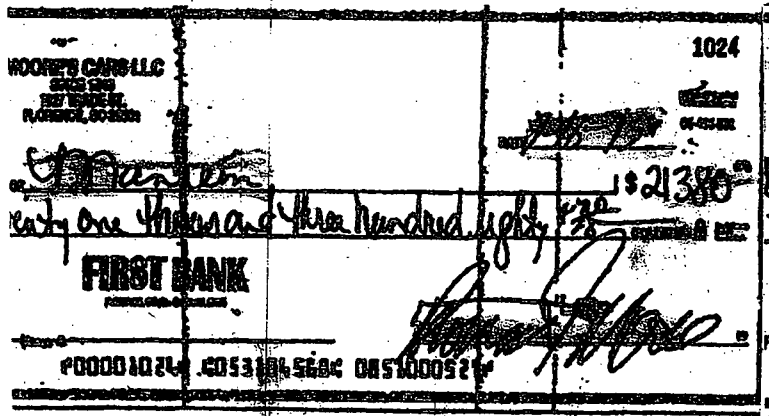
05-10-2013 Account 851000527 Amount 8480.00 Serial 1003
ence 1450836 DbCr D TR 53104568 Trancode 17 Institution

Check reads - 09 Camry Toyota Car Serial # 308385

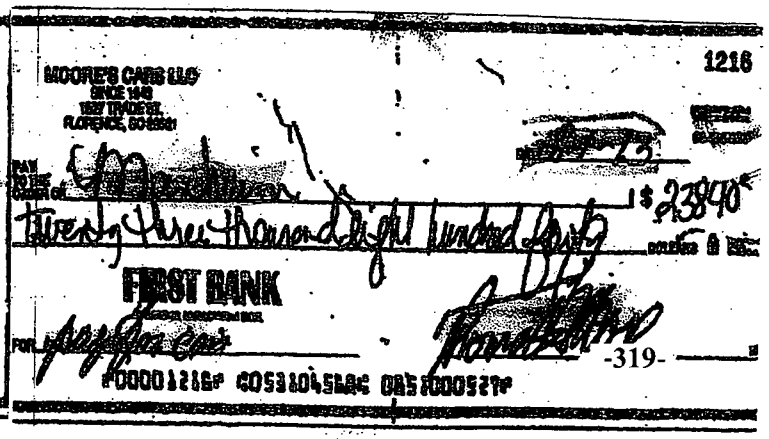

1018
MOORE'S CARS LLC
SINCE 1948
WEST FRANKLIN ST.
FLORENCE, SC 29501
PAY TO THE ORDER OF
$ 26110.00
Twenty Six Thousand one hundred ten
FIRST BANK
FOR
⑈0000 1018⑈ ⑆053104568⑆ 085 1000527⑈

ate 05-31-2013 Amount 26110.00 Serial 10
equence 172 Cr D TR 53104568 Trancode 17 Institutior

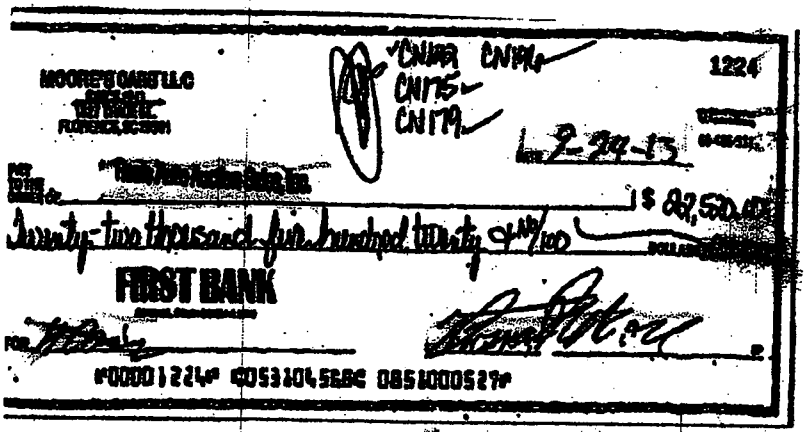
Check reads - Pay for cars from Aycock Auction


1024
MOORE'S CARS LLC
SINCE 1948
WEST FRANKLIN ST.
FLORENCE, SC 29501
DATE 5-17-13
PAY TO THE ORDER OF Manheim
$ 21380.00
Twenty One Thousand Three Hundred Eighty & 00
FIRST BANK
FOR Pay for Cars
⑈0000 1024⑈ ⑆053104568⑆ 085 1000527⑈

7-22-2013 Account 851000527 Amount 21380.00 Serial 1024

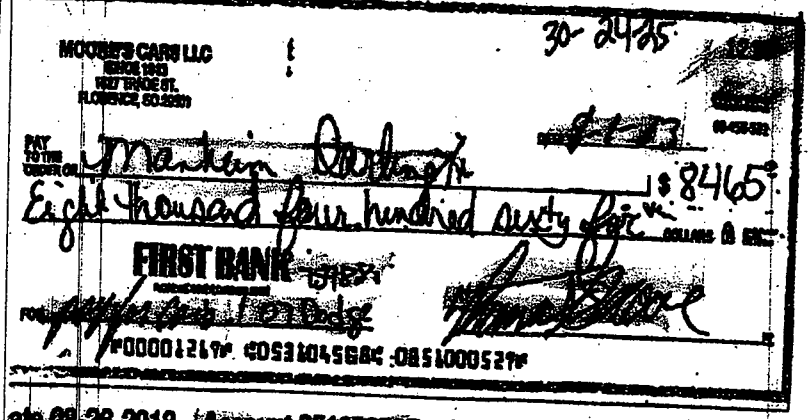

1216
MOORE'S CARS LLC
SINCE 1948
WEST FRANKLIN ST.
FLORENCE, SC 29501
DATE 6-7-13
PAY TO THE ORDER OF Manheim
$ 23940.00
Twenty Three Thousand Eight Hundred Forty
FIRST BANK
FOR Pay for Cars
⑈0000 1216⑈ ⑆053104568⑆ 085 1000527⑈

te 08-02-2013 Account 851000527 Amount 23940.00 Serial 121


MOORE'S CARS LLC
1224
FIRST BANK
Twenty-two thousand five hundred twenty & NO/100
$ 22,520.00

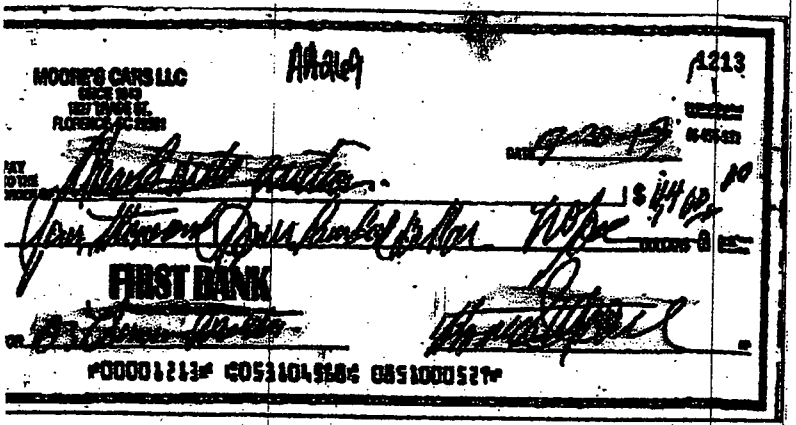
ate 09-26-2013 Account 851000527 Amount 22520.00
equence 210922 DbCr D TR 53104568 Trancode 17

Check reads - 4 cars


MOORE'S CARS LLC
30-2425
FIRST BANK
Martin Ortega
Eight thousand four hundred sixty five
$ 8465

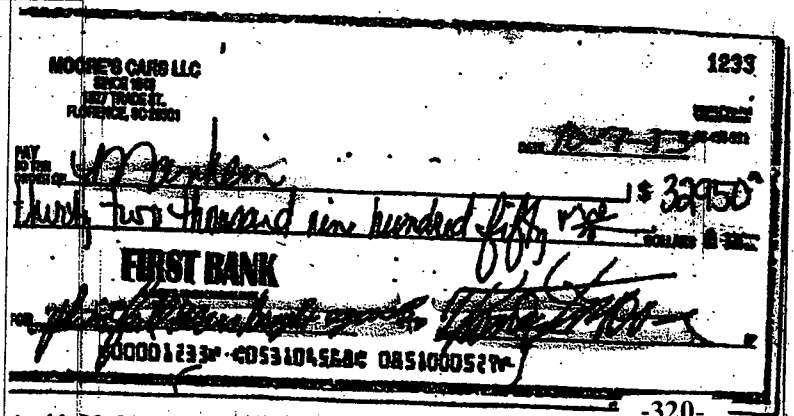
ate 09-26-2013 Account 851000527 Amount 8465.00 Serial 1217
equence 1077734 DbCr D TR 53104568 Trancode 17 Institution

Check reads - Pay for Cars. 07 Dodge #759880


MOORE'S CARS LLC
1213
FIRST BANK
$ 4400.00

te 09-09-2013 Account 851000527 Amount 4400.00 Seri
quence 516684 DbCr D TR 53104568 Trancode 17 Ins

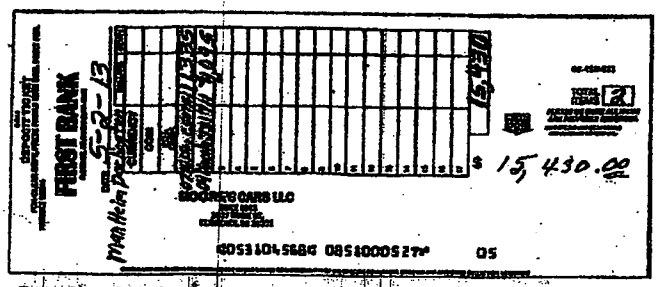
Check reads - 03 Lincoln Aviator


MOORE'S CARS LLC
1233
FIRST BANK
Thirty two thousand nine hundred fifty
$ 32950

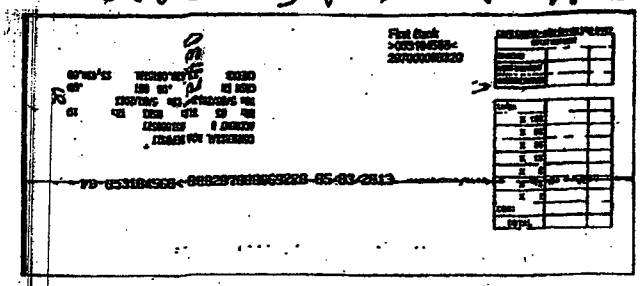
ate 10-08-2013 Account 851000527 Amount 32950.00 Serial 1233
quence 584400 DbCr D TR 53104568 Trancode 17 InstitutionID

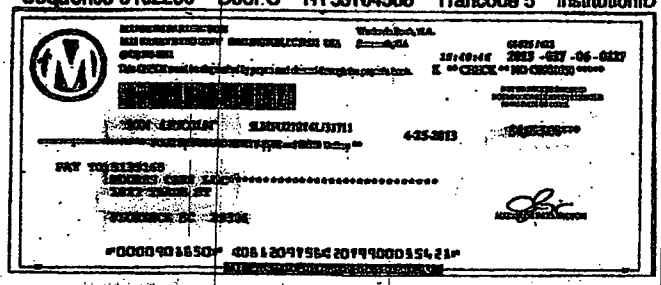
* Dennis's Handwriting
Dennis made this deposit

INVENTORY
VEHICLES SOLd and deposit back to this ACCT.

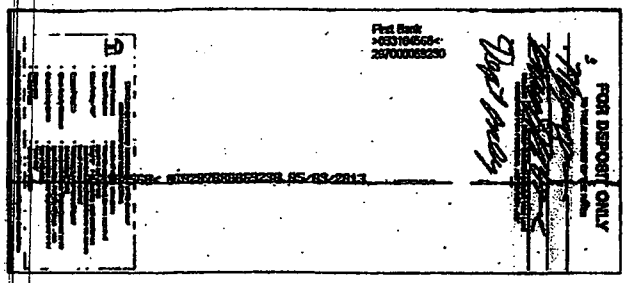


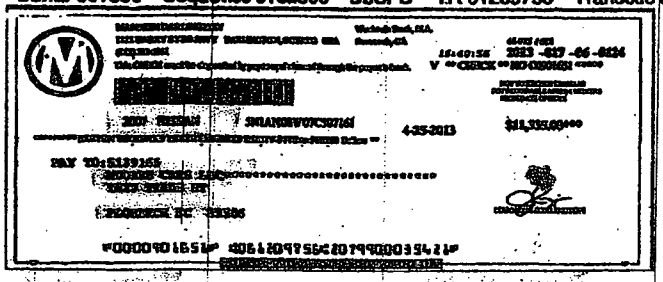
Date 05-03-2013 Account 851000527 Amount 15430.00 Serial 0
Sequence 9102290 DbCr C TR 53104568 Trancode 5 InstitutionID 67



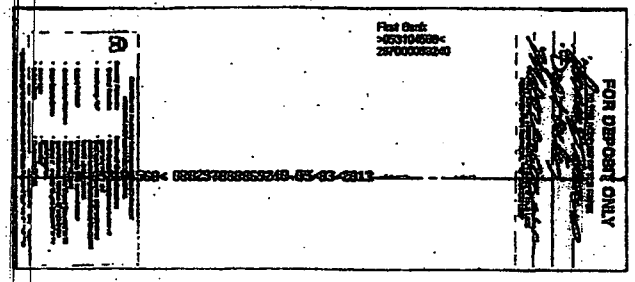


Date 05-03-2013 Account 2079900035421 Amount 4095.00
Serial 901650 Sequence 9102300 DbCr D TR 61209756 Trancode 0

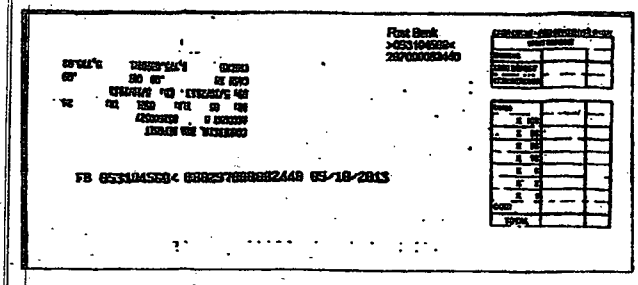


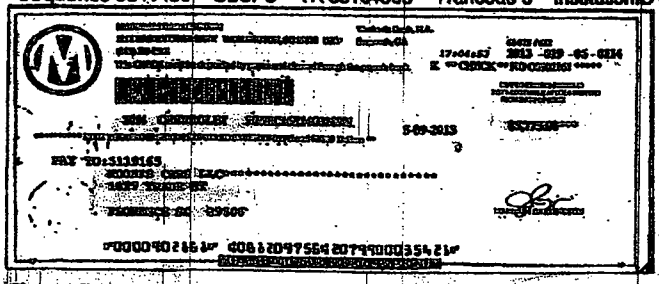


Date 05-03-2013 Account 2079900035421 Amount 11335.00
Serial 901651 Sequence 9102310 DbCr D TR 61209756 Trancode 0
InstitutionID 67 EmplAcct 0 Branch 85 HPC 0

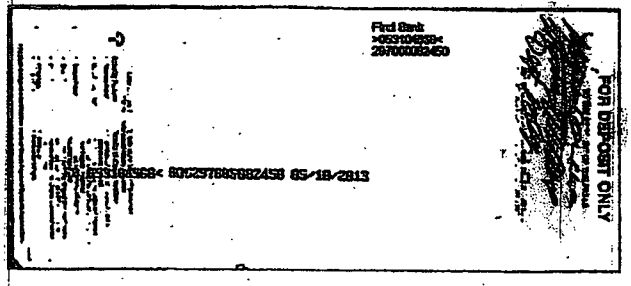


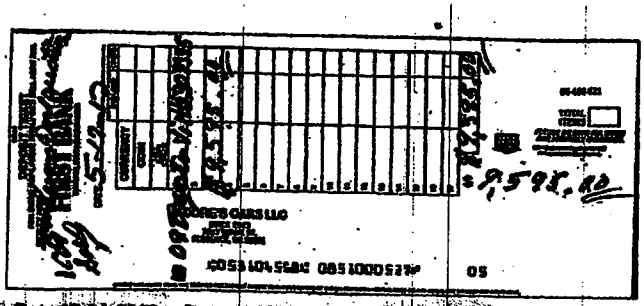
Date 05-10-2013 Account 851000527 Amount 5775.00 Serial 0
Sequence 9641430 DbCr C TR 53104568 Trancode 5 InstitutionID 67

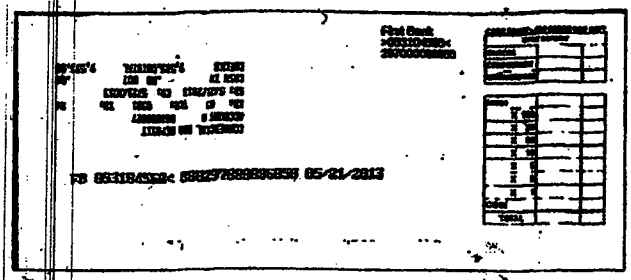




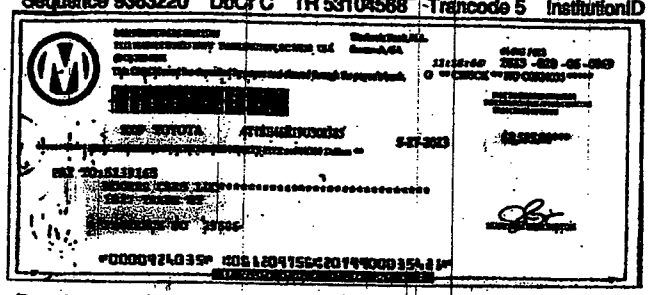
Date 05-10-2013 Account 2079900035421 Amount 5775.00
Serial 902161 Sequence 9641440 DbCr D TR 61209756 Trancode 0
InstitutionID 67 EmplAcct 0 Branch 85 HPC 0

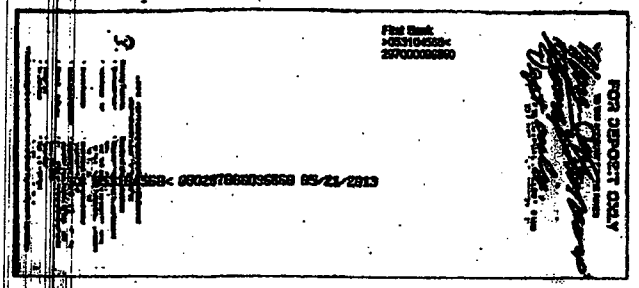




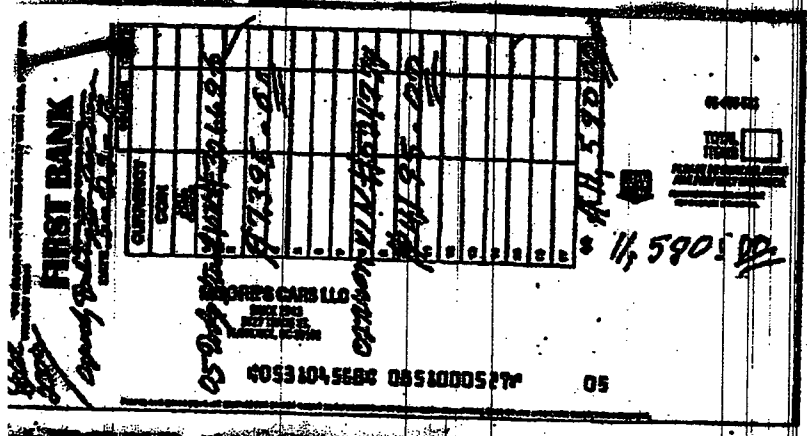


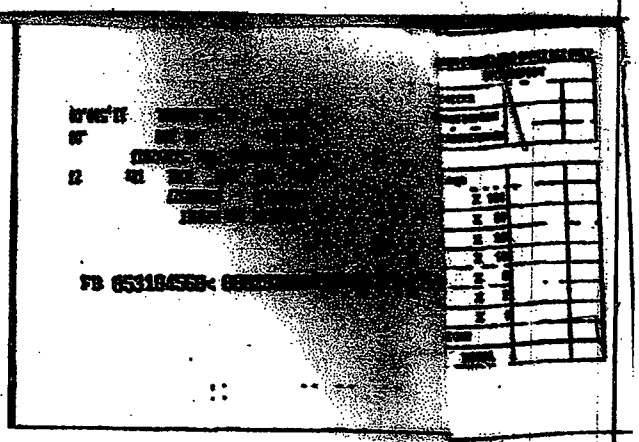
Date 05-21-2013 Account 851000527 Amount [illegible] Serial 0
Sequence 9363220 DbCr C TR 53104568 Trancode 5 InstitutionID 67

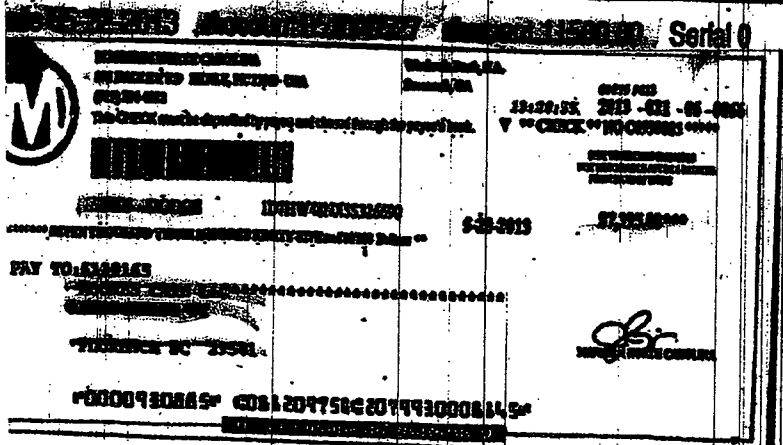


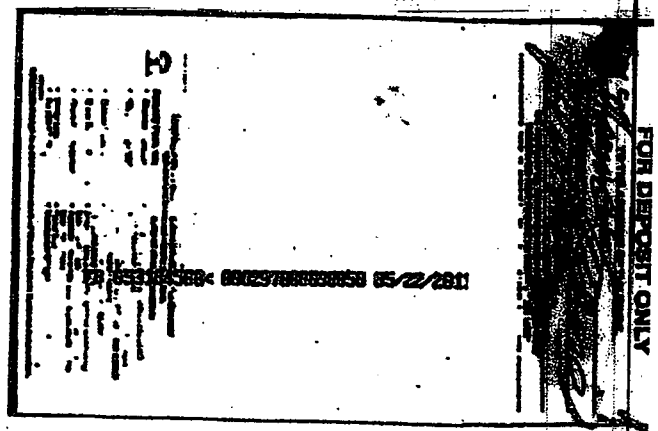


Date 05-21-2013 Account 2079900035421 Amount 9595.00

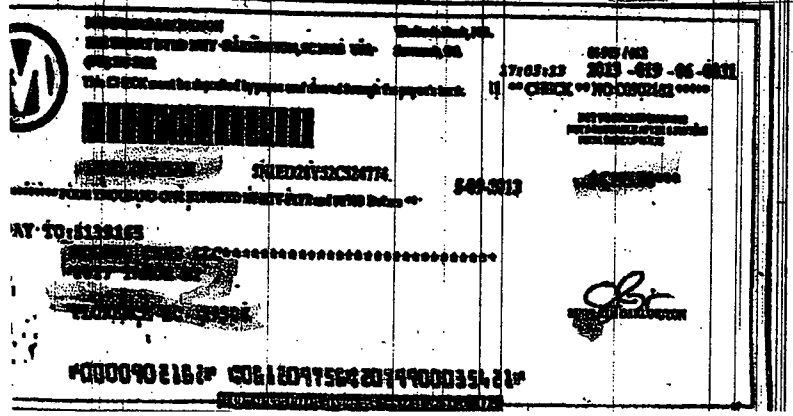


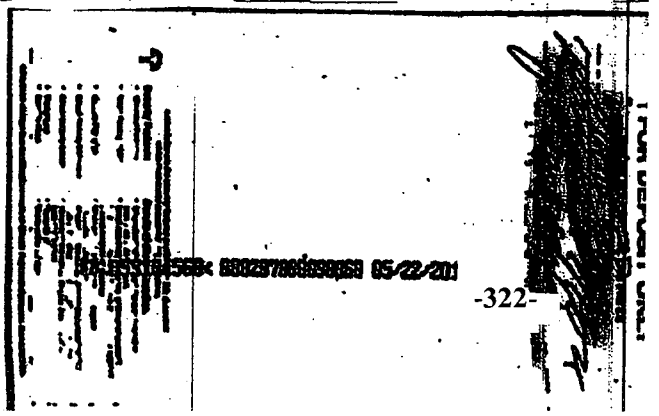




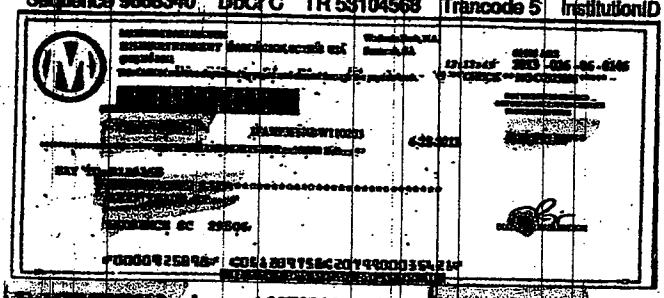


Account 2079930006145

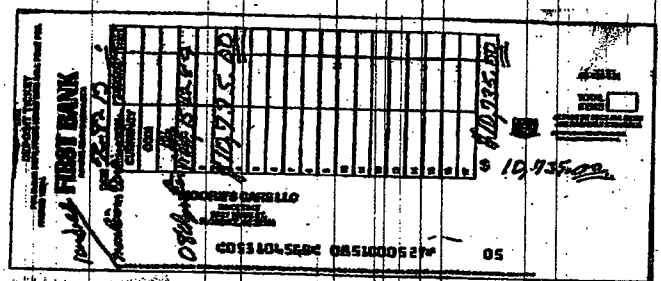




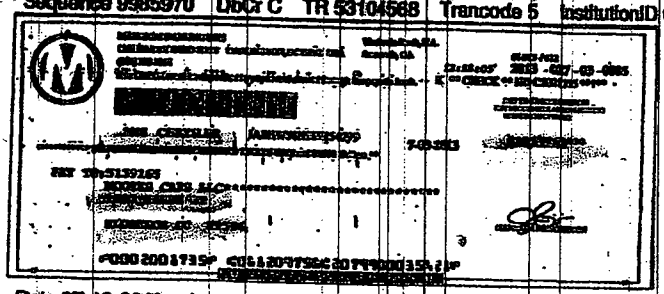
Serial 0
Sequence 9668340 DbCr C TR 53104568 Trancode 5 InstitutionID 67



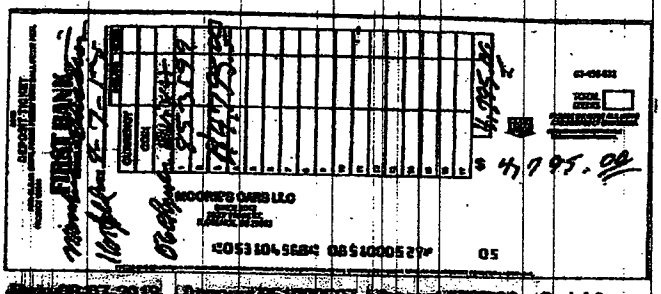
Account 2079900035421
Serial 925898 Sequence 9668350 DbCr D TR 61209758 Trancode 0
InstitutionID 67 EmplAcct 0 Branch 86 HPC 0



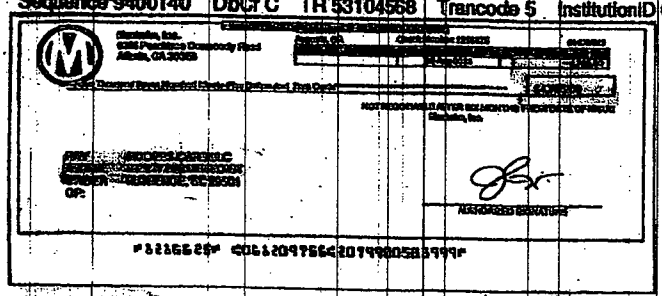
Serial 0
Sequence 9385970 DbCr C TR 53104568 Trancode 5 InstitutionID 67



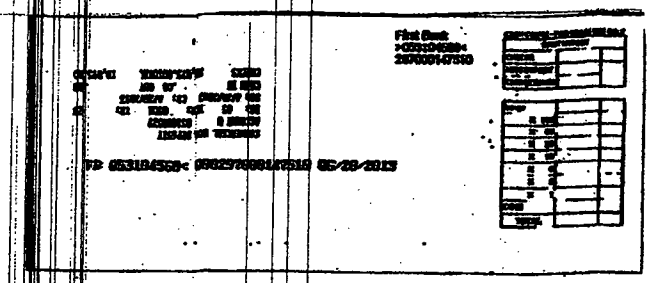
Account 2079900035421

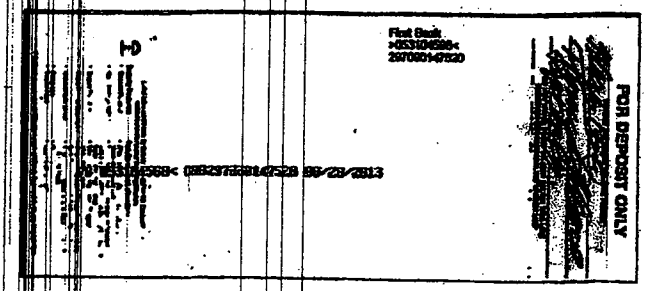


Serial 0
Sequence 9400140 DbCr C TR 53104568 Trancode 5 InstitutionID 67

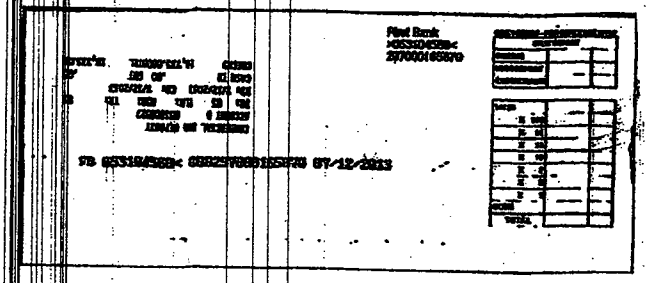


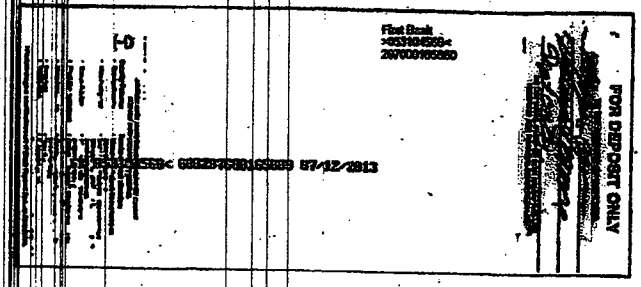
Account 2079900583999



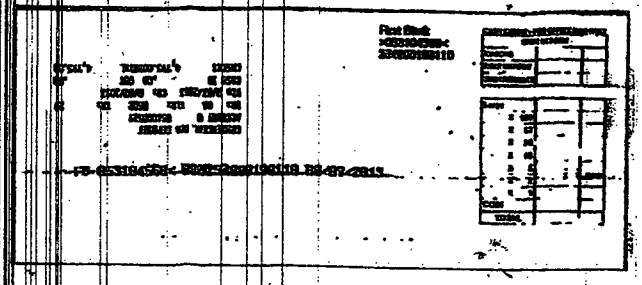


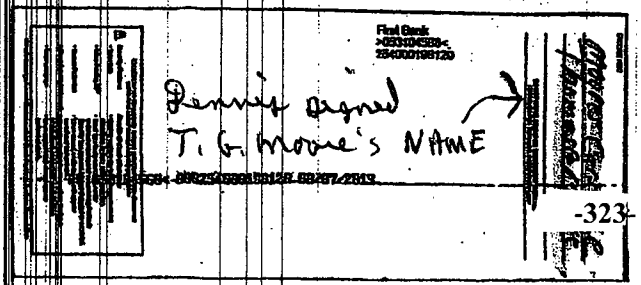
FOR DEPOSIT ONLY





FOR DEPOSIT ONLY

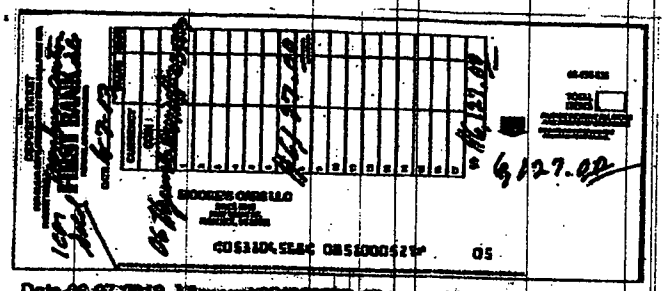




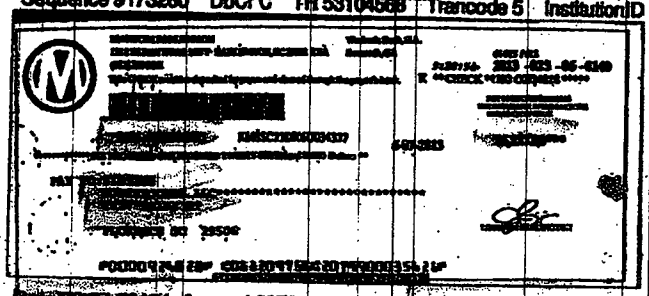
Dennis signed T. G. Moore's NAME

Dennis Hoaland

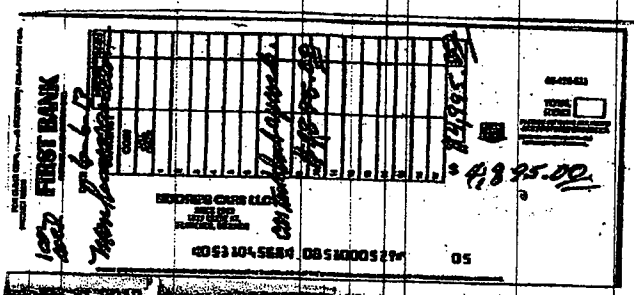
-323-



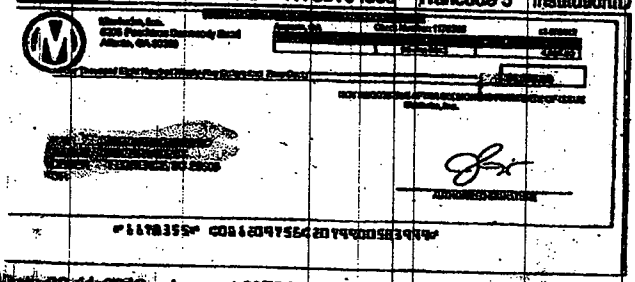
Date 08-07-2013 [redacted] Serial 0
Sequence 9173260 DbCr C TR 53104568 Trancode 5 InstitutionID 67



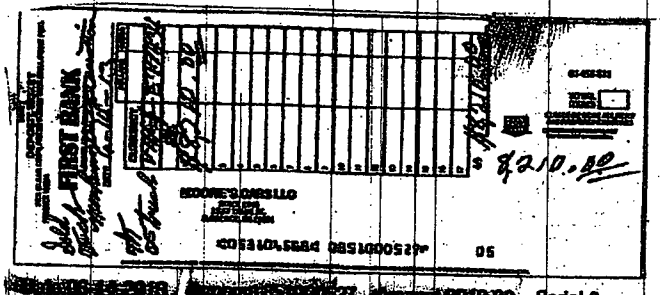
Date 08-07-2013 Account 2079900035421 Amount 6127.00



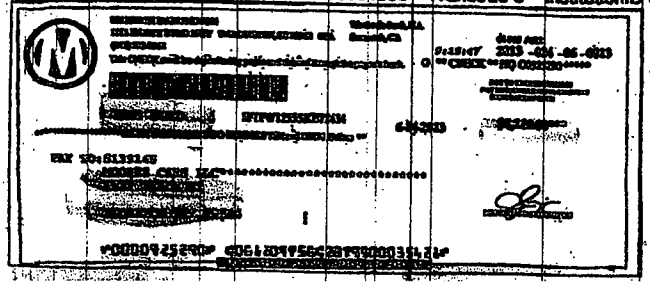
[redacted]-11-2013 [redacted] Serial 0
Sequence 9773740 DbCr C TR 53104568 Trancode 5 InstitutionID 67

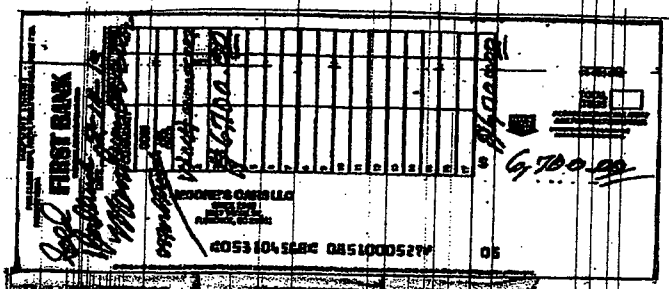


[redacted]-11-2013 Account 2079900583999 Amount [redacted]

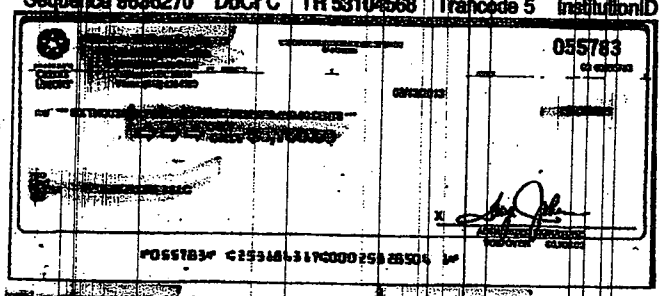


[redacted]-14-2013 [redacted] Serial 0
Sequence 9360610 DbCr C TR 53104568 Trancode 5 InstitutionID 67

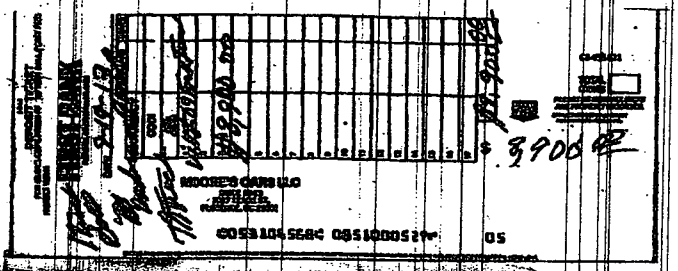




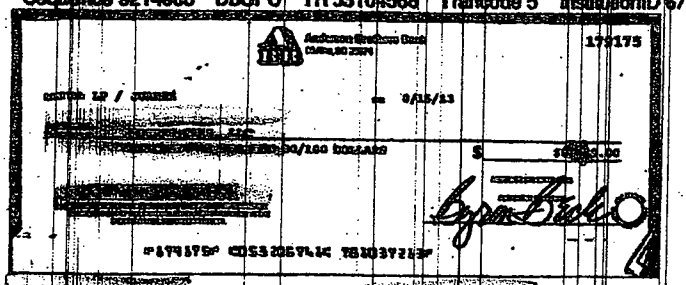
Sequence 9636270 DbCr C TR 53104568 Trancode 5 InstitutionID 67



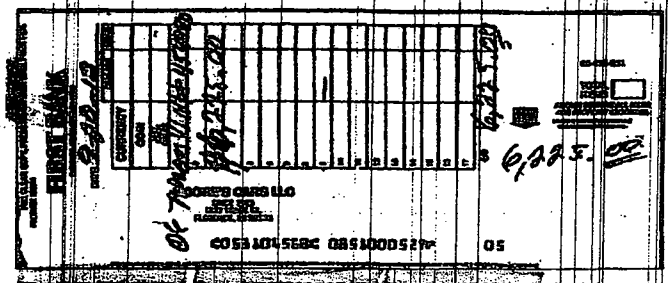
Account 253285041 Serial 55783
Sequence 9636280 DbCr D TR 253184317 Trancode 0 InstitutionID 67
EmplAcct 0 Branch 85 HPC 0



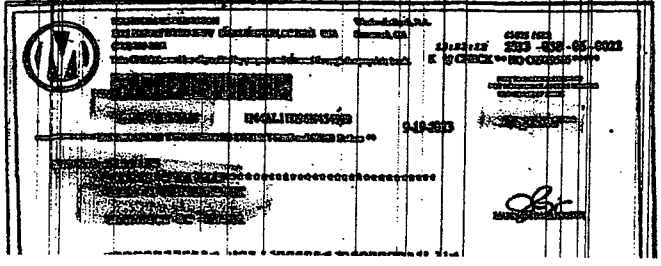
Serial 0
Sequence 9214960 DbCr C TR 53104568 Trancode 5 InstitutionID 67

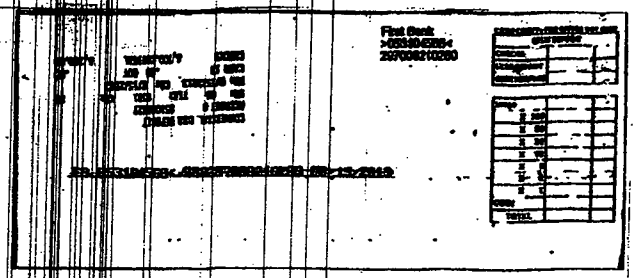


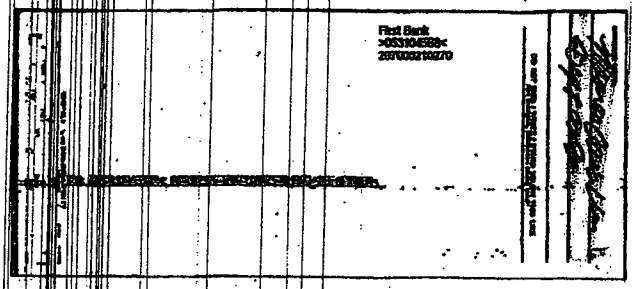
Account 781037213 Serial 179175
Sequence 9214970 DbCr D TR 53206741 Trancode 0 InstitutionID 67
EmplAcct 0 Branch 86 HPC 0

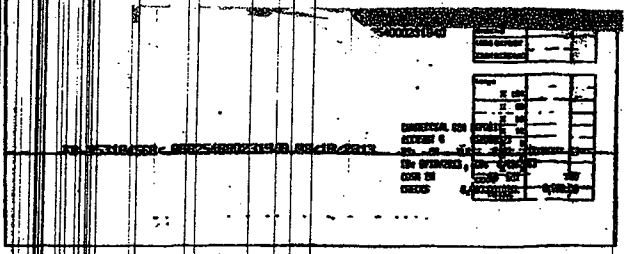


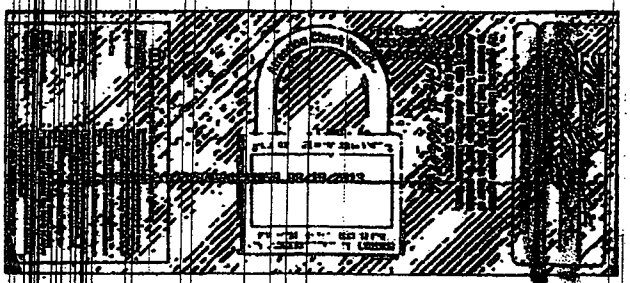
Serial 0
Sequence 9865660 DbCr C TR 53104568 Trancode 5 InstitutionID 67

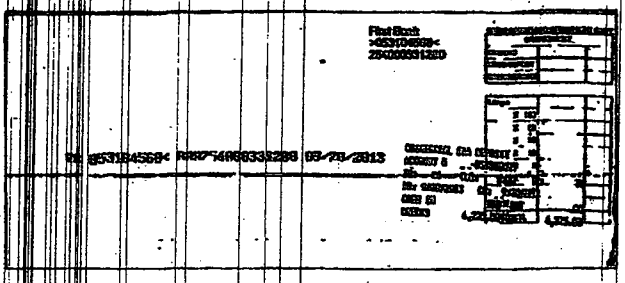


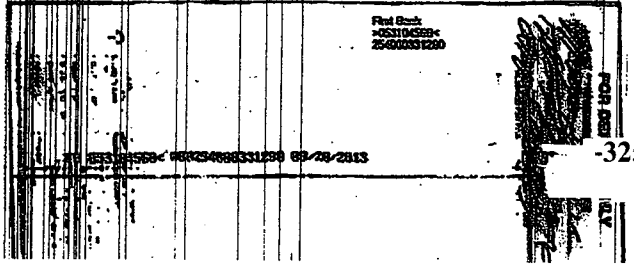


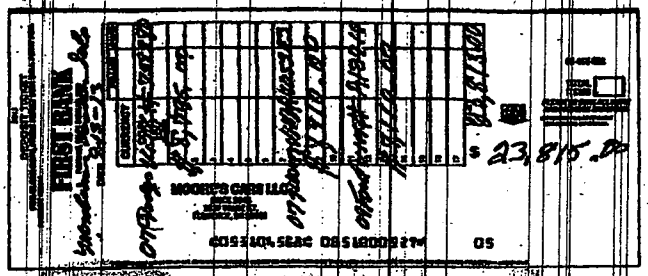




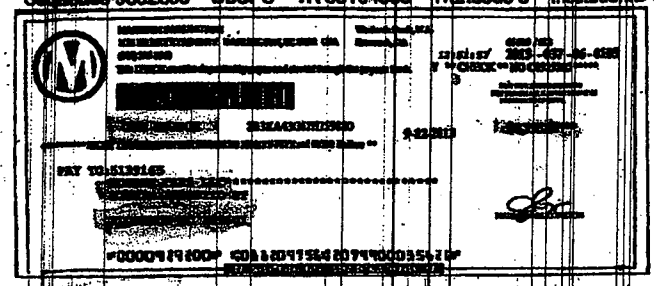




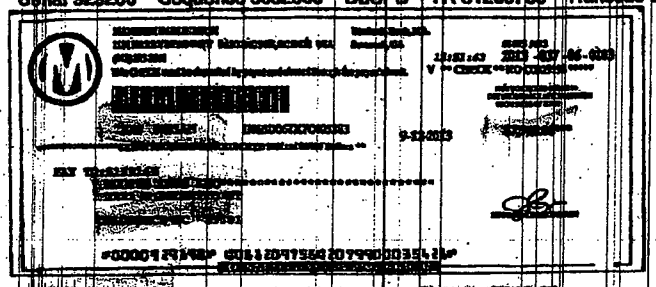




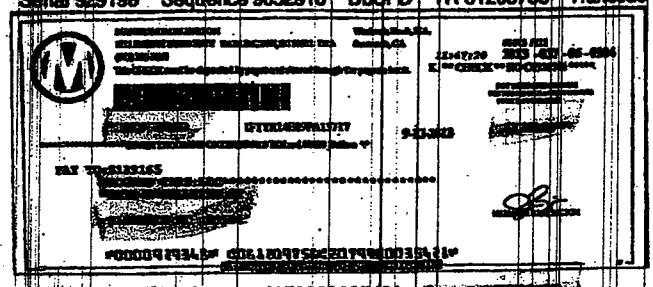
Serial 0
Sequence 9652890 DbCr C TR 53104568 Trancode 5 InstitutionID 67



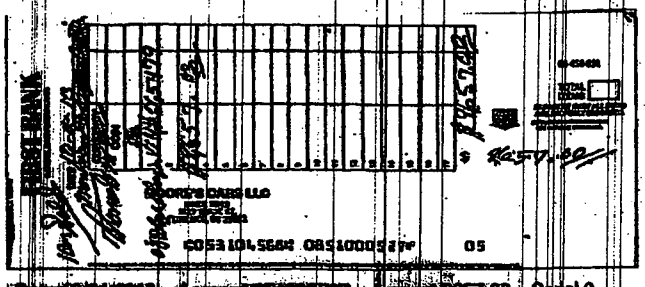
Account 2079900035421
Serial 929200 Sequence 9652900 DbCr D TR 61209756 Trancode 0



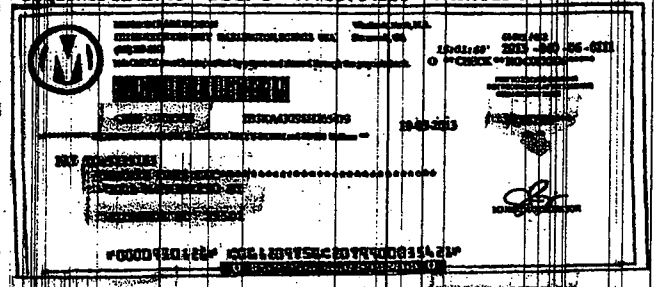
Account 2079900035421
Serial 929198 Sequence 9652910 DbCr D TR 61209756 Trancode 0



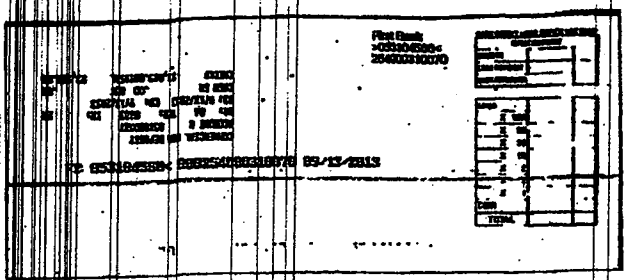
Account 2079900035421
Serial 929346 Sequence 9652920 DbCr D TR 61209756 Trancode 0
InstitutionID 67 EmplAcct 0 Branch 86 HRG 0

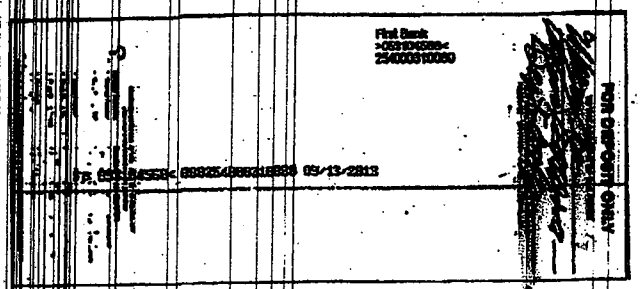


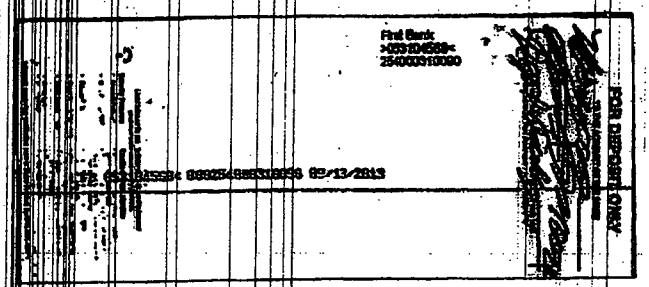
Serial 0
Sequence 9242140 DbCr C TR 53104568 Trancode 5 InstitutionID 67

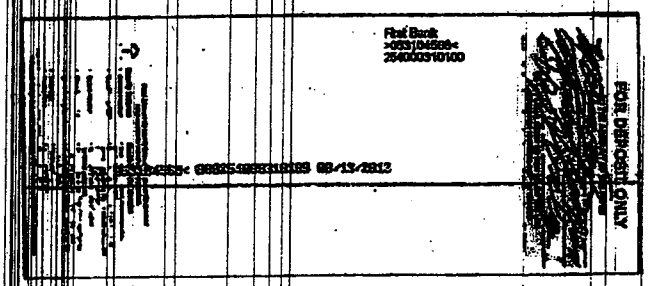


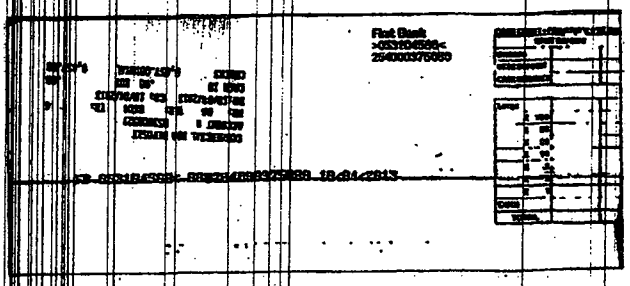
Account 2079900035421

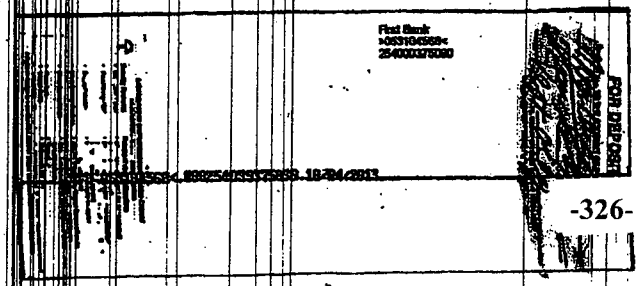


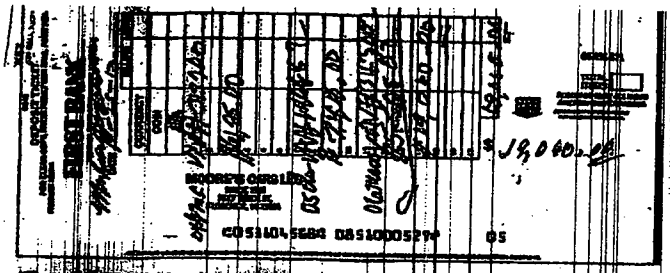


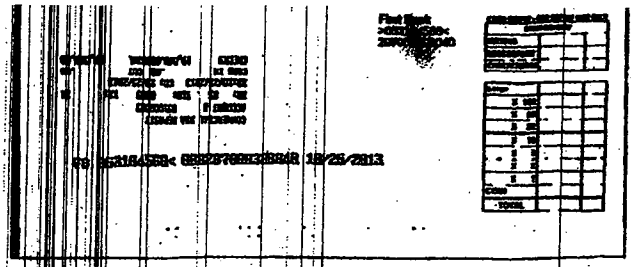


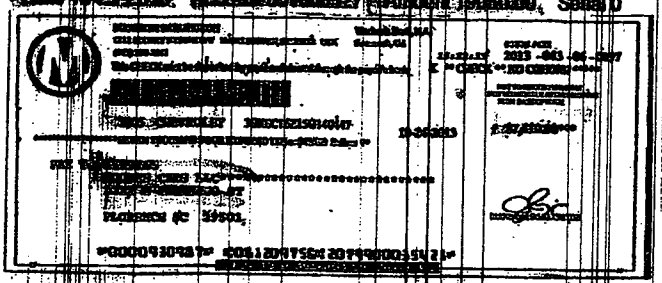


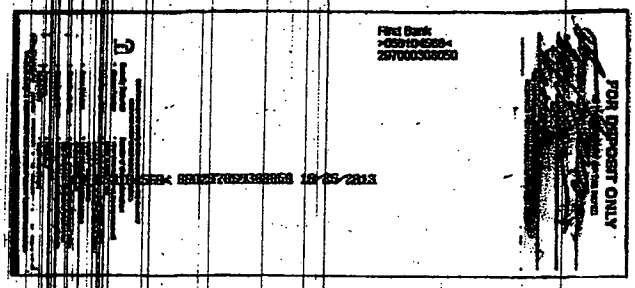


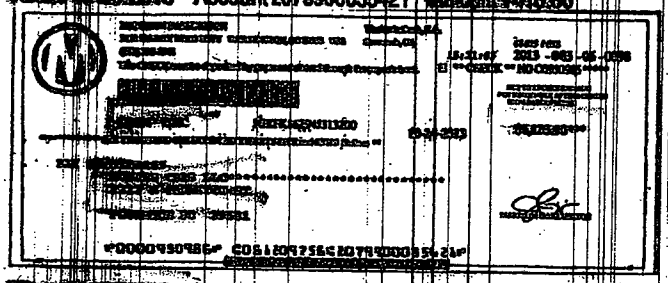


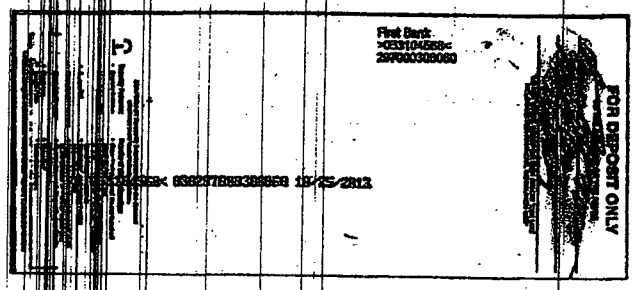


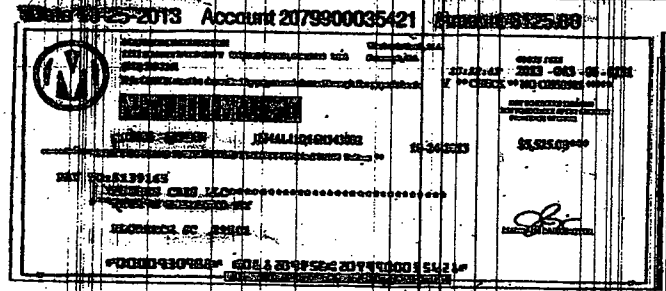


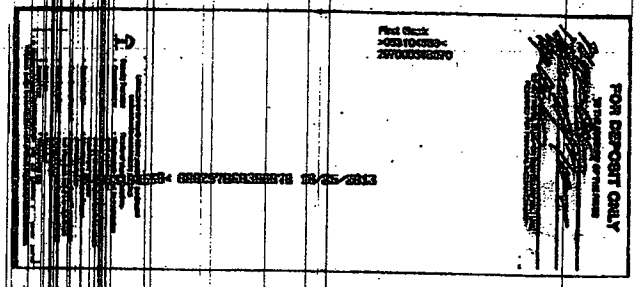


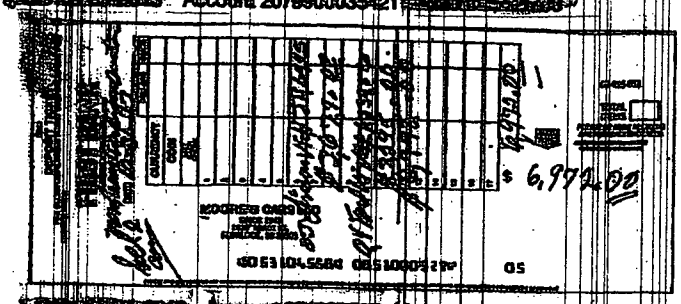


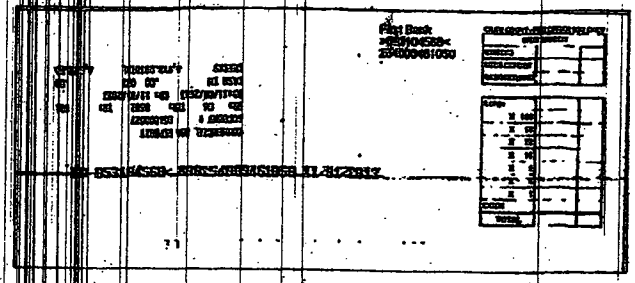


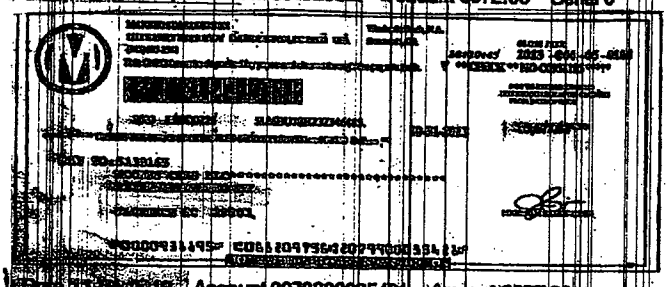


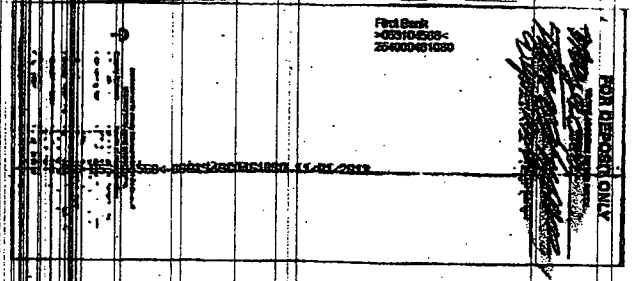


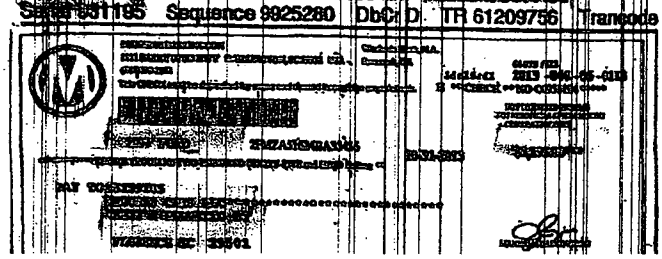


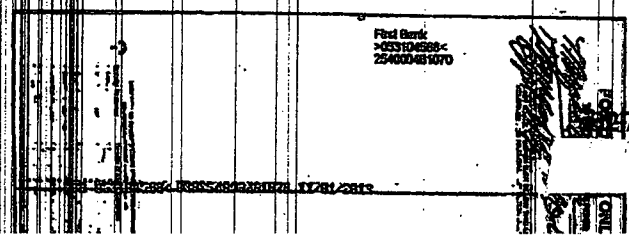












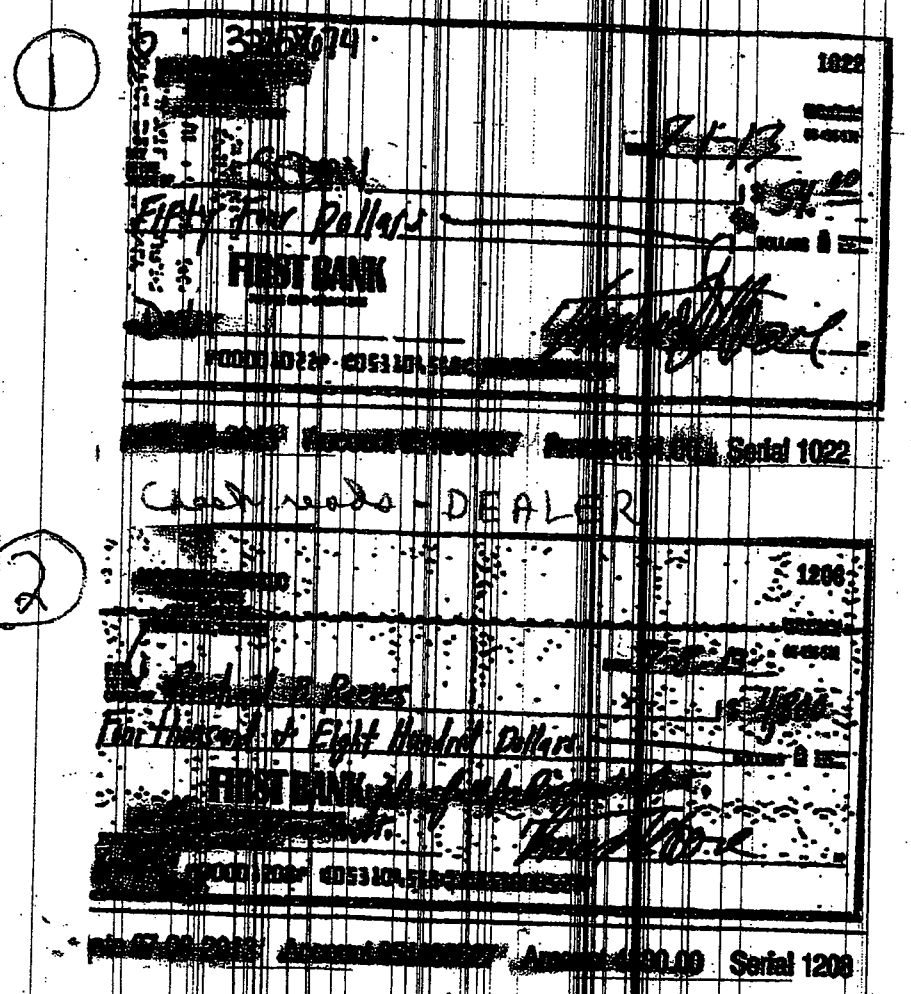
Expenses T. G. Paid

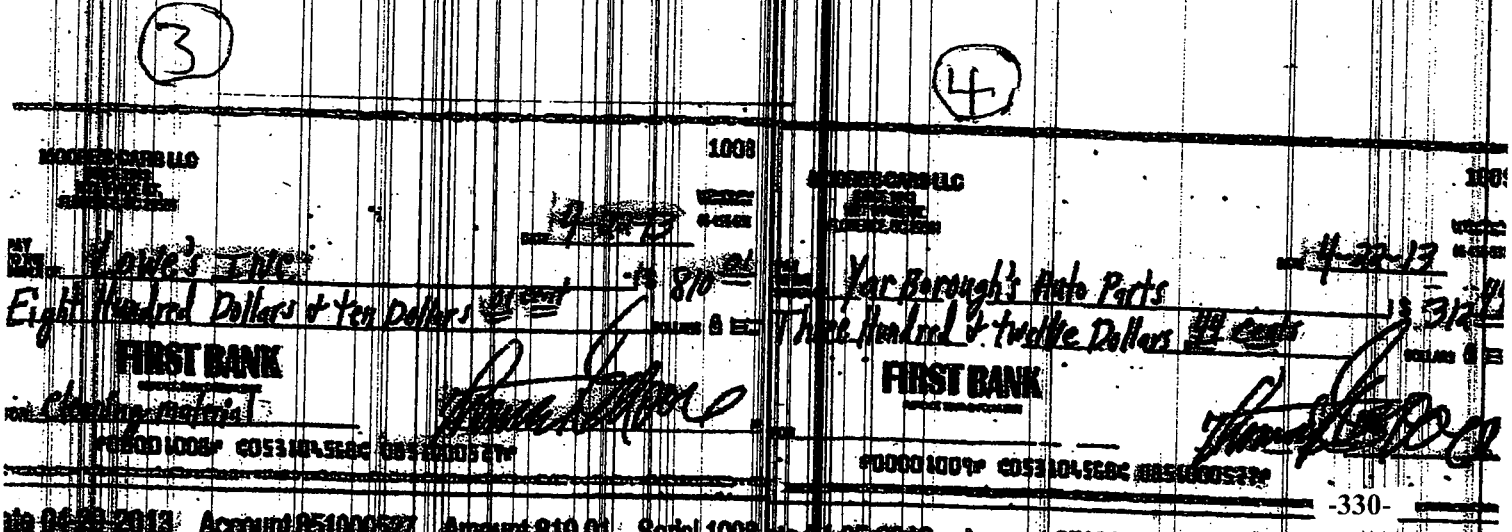
	Expense				
4-12-13	5000.00	✓ Pay Labor Expense	7-19-13	✓ 200.00	Ben Harrell
4-12-13	5000.00	✓ Pay Bills Expense	7-22-13	✓ 150.00	Tyson Arnold
4-11-13	130.00	✓ Ldm	7-19-13	✓ 54.00	SCDMV
4-11-13	175.00	✓ Lowes HP	7-5-13	✓ 545.21	Lowes
4-26-13	580.40	✓ Attn Zone	7-5-13	✓ 13.01	Efund
4-22-13	810.00	✓ Lowes	7-19-13	✓ 859.83	Nationwide
4-22-13	312.44	✓ Yarborough	7-24-13	✓ 2500.00	Dennis ½ profit
5-14-13	53.03	✓ Paid for Checks	7-24-13	✓ 5000.00	pay bills
4-24-13	600.00	✓ Morning News	8-8-13	✓ 1847.25	Morn. News
5-6-13	1000.00	✓ Dennis ½ profit	8-18-13	✓ 415.00	Ads
5-14-13	1175.00	✓ Tennis Lowes	8-28-13	✓ 672.00	Lowes Flooring
5-15-13	175.00	✓ Linda Kennedy	8-28-13	✓ 450.00	Surveying Lot Boundary
5-15-13	5000.00	✓ Pay Labor, Travel, Meals	9-6-13	✓ 250.00	Ben
5-22-13	625.00	✓ Leah Transport	9-3-13	✓ 540.00	Tommy Jordan
5-3-13	250.00	✓ Ben Harrell	9-9-13	✓ 2382.14	Johnnie Bell
6-3-13	400.00	✓ Dennis More Travel	9-9-13	✓ 5000.00	pay bills
6-3-13	2000.00	✓ Pay bills & expenses	10-9-13	✓ 2000.00	Dennis more S. Citizens
6-14-13	250.00	✓ Ben Harrell	10-9-13	✓ 200.90	Lowes Inv.
6-17-13	2000.00	✓ Bond Amount - Pay bills	10-1-13	✓ 372.00	Rental Ad
6-20-13	1862.00	✓ Dennis Realty	10-10-13	✓ 2150.00	334 Expenses
6-20-13	500.00	✓ Brittany Moore	10-18-13	✓ 300.00	Dennis More
6-22-13	900.00	✓ Sam Hill	10-18-13	✓ 2650.00	Johnny Bell
7-1-13	2000.00	✓ Pay Bills	10-14-13	✓ 632.00	Ads
7-8-13	4800.00	✓ Richard Reeves - Framing	10-28-13	✓ 200.00	Dennis more
7-9-13	1200.00	✓ Tommy Jordan	10-29-13	✓ 250.00	Tony
7-2-13	625.00	✓ Tony Brady Hauling	10-22-13	✓ 4000.00	Expenses Beaufort Heights

(Over)

Expenses T.F. paid from this Acct for Moore Farms LLC.

	Expenses
10-29-13	408.10 ✓ Board House Inn,
11-7-13	1295.00 ✓ Tommy Jo Irvin
11-8-13	834.25 ✓ BCBS
11-15-13	320.00 ✓ Outer Zone
11-15-13	94.95 ✓ Timemaster
11-15-13	334.11 ✓ Power
11-15-13	185.95 ✓ midas
11-15-13	600.00 ✓ F+M
11-15-13	1250.00 ✓ Scott Transport
12-19-13	453.55 ✓ County Treasurer
12-19-13	166.46 ✓ County Treasurer
	7,598.65 total


1
Eighty Four Dollars
FIRST BANK
Serial 1022
Check reads - DEALER
2
1206
Four Thousand & Eight Hundred Dollars
FIRST BANK
Serial 1206
Check reads - paid in full for six months Rent on Shop
Palmetto Diesel & Lot for Moons Cars LLC. 6 months Rent.


3
1008
Eight Hundred Dollars & Ten Dollars
FIRST BANK
Serial 1008
4
Four Hundred & twelve Dollars
FIRST BANK

T.G. paid rent for Acct. ONLY # 85100052
on Beach House 334 Cypress Ave
Renters did not pay 1/2.

9-3-13 - $450.00
9-5-13 - 62.00
10-15-13 - 2750.00
11-1-13 - 408.00
11-1-13 - 4000.00
T.G. Paid Total $8270.00

Ren to passed away.
1/4 Acct. # 85100052
Ivy Dennis paid 1/2

48-472-1446

FIRST BANK

13 Account 85100052 Amount 672.00 Serial 12
7722 DbCr D TR 53104568 Trancode 17 Institu

reads - fencing for Beach House 334 Cypress

1244

DATE 10-29-13

T.H.C.
Eight Dollars 10 cents

$ 408.13

BANK

Account 85100052 Amount 2750.00 Serial 1251 [illegible]
Balance 1421946 DbCr D TR 53104568 Trancode 17 Institution

Account 85100052 Amount 408.13 Serial 1244
Balance 1421946 DbCr D TR 53104568 Trancode 17 Institution

Check reads - Paid in full - Beach House
Fencing siding in carport & Back glass door

Check reads - 334 Cypress Ave House Ins.

Bryant
Auction
+ Real Estate

1236

Oct 29 13

Bryant Auction Real Estate LLC $ 4000.00
Four Thousand Dollars and no/100

FIRST BANK

Auctioned
334 Cypress Ave

Book House - T.G. owned when he passed away.
T.G. paid these checks from his Act. #851000527
There are NO CHECKS stating Pennies paid to

1215

FIRST BANK

Account 851000527 Amount 450.00 Serial 1215
DbCr D TR 53104568 Trancode 17 Institution

Checkreads - Surveying Lot House 334 Cypress Garden City Beach

1237

FIRST BANK

Account 851000527 Amount 2750.00 Serial 1237
DbCr D TR 53104568 Trancode 17 Institution

Checkreads - Paid in full - Beach House Survey ending in completed Beach House

1212

FIRST BANK

Amount 672.00 Serial 1212
TR 53104568 Trancode 17

Checkreads - Surveying for Beach House 334 Cypress

1244

T.J. INC.

FIRST BANK

Account 851000527 Amount 416.10 Serial 1244
DbCr D TR 53104568 Trancode 17 Institution

Checkreads - 334 Cypress Ave House Line.

1236

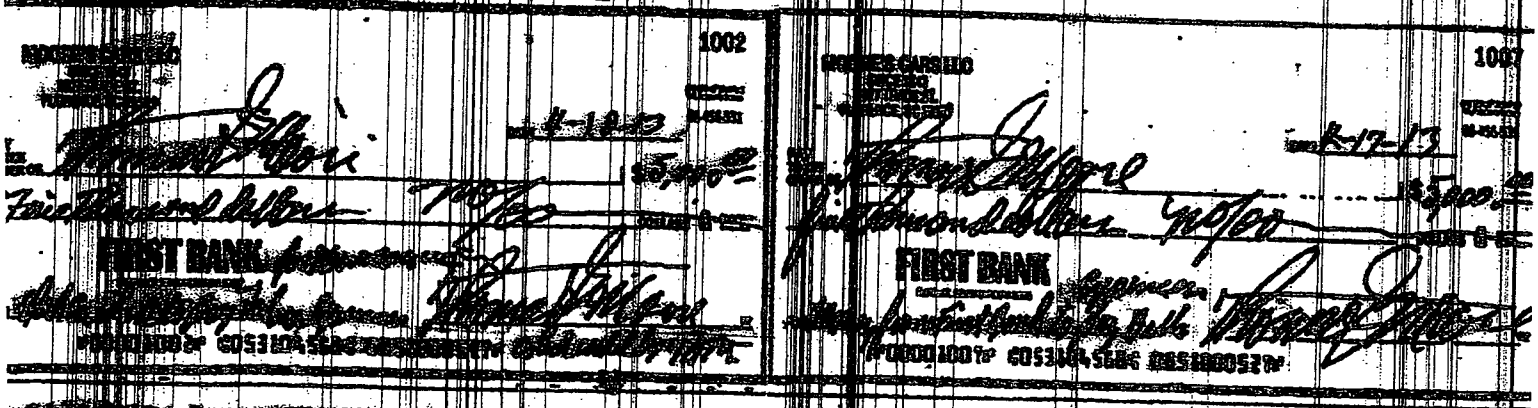
FIRST BANK

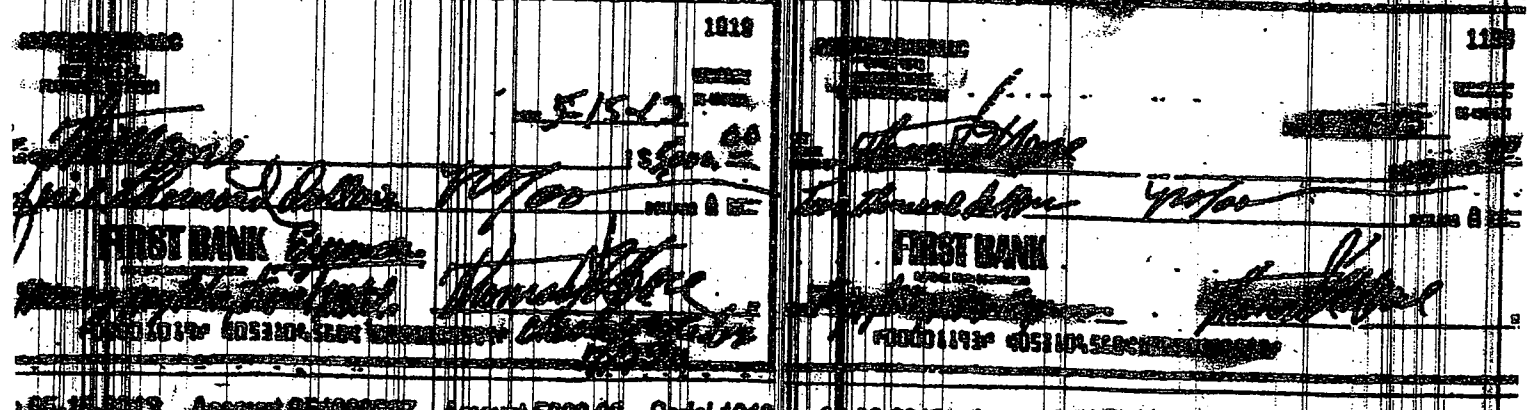
Account 851000527 Serial 1236
DbCr D TR 53104568 Trancode 17 Institution

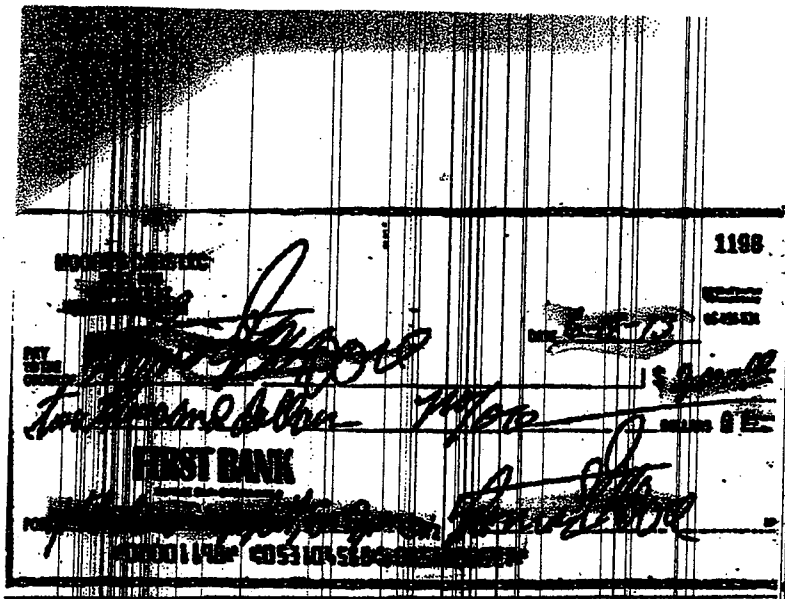
3rd and Final Distribution - Real Estate

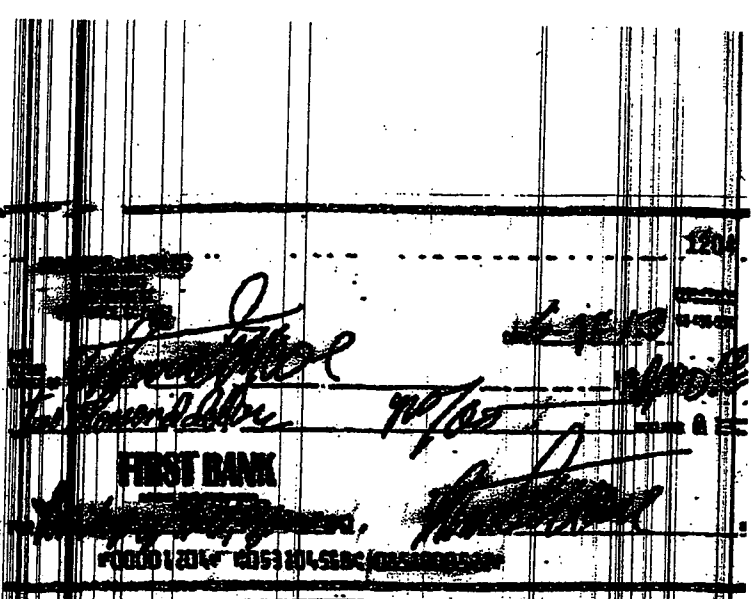
Auctioned 334 Cypress Ave

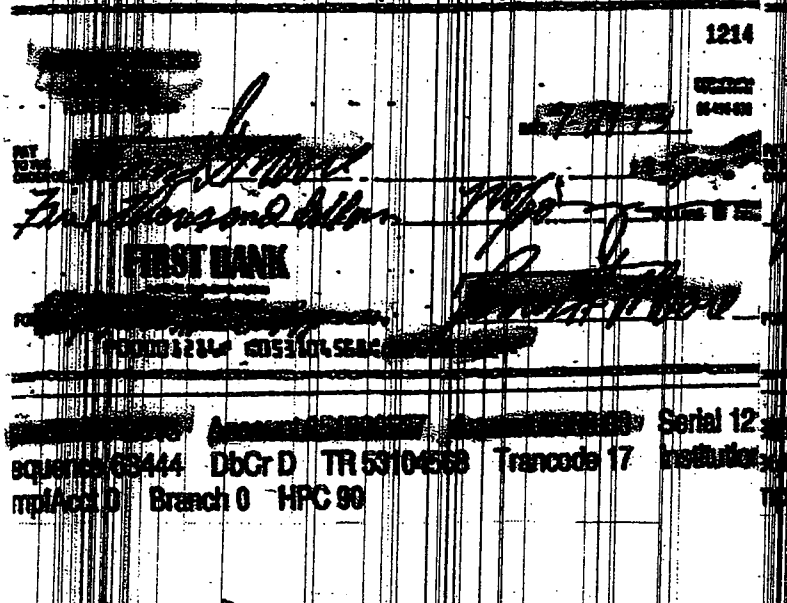
#31,000.00 paid by T.B. Moore from this Acct. for Labor, Bills, Travel expense, motels, Car expenses and other expenses for Moores Cars LLC.

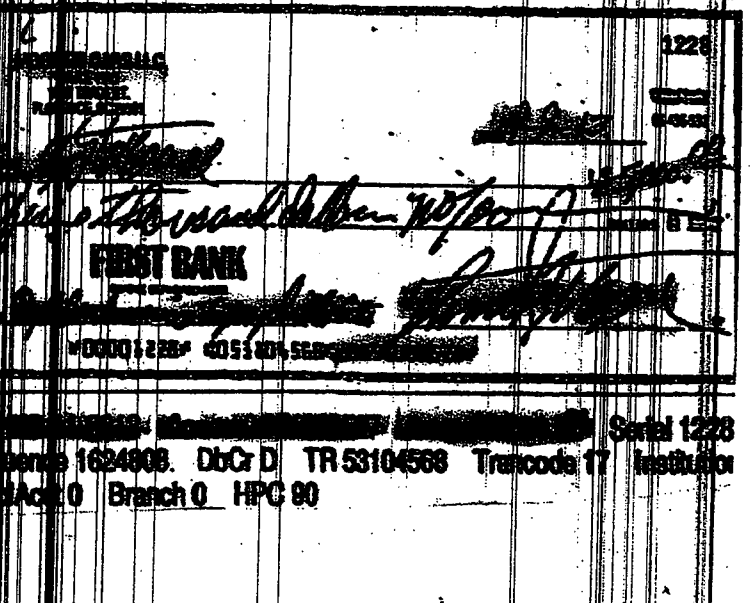





1198
FIRST BANK
Serial 119
Sequence DbCr D TR 53104568 Trancode 17
Check reads - put Bank America to pay bills and car Expenses $2000.00


1204
FIRST BANK
Serial 120
Sequence 1148746 DbCr D TR 53104568 Trancode 17
Check read - to pay bills & Expens
$2000,00


1214
FIRST BANK
Serial 12
Sequence 1624444 DbCr D TR 53104568 Trancode 17
mpl Acct 0 Branch 0 HPC 90
Check reads - money put Bank America to pay bills, Expenses and Ect.
$5000.00


1226
FIRST BANK
Serial 1226
Sequence 1624808 DbCr D TR 53104568 Trancode 17
mpl Acct 0 Branch 0 HPC 90
Check reads - Deposit Bank America to pay bills - Ect. $5000.00

1014

FIRST BANK

Sequence 1222080 DbCr D TR 53104568 Trancode 17

Redreads - ½ Profit on con.

1226

FIRST BANK

Serial 1226

Sequence 668576 DbCr D TR 53104568 Trancode 17

1250

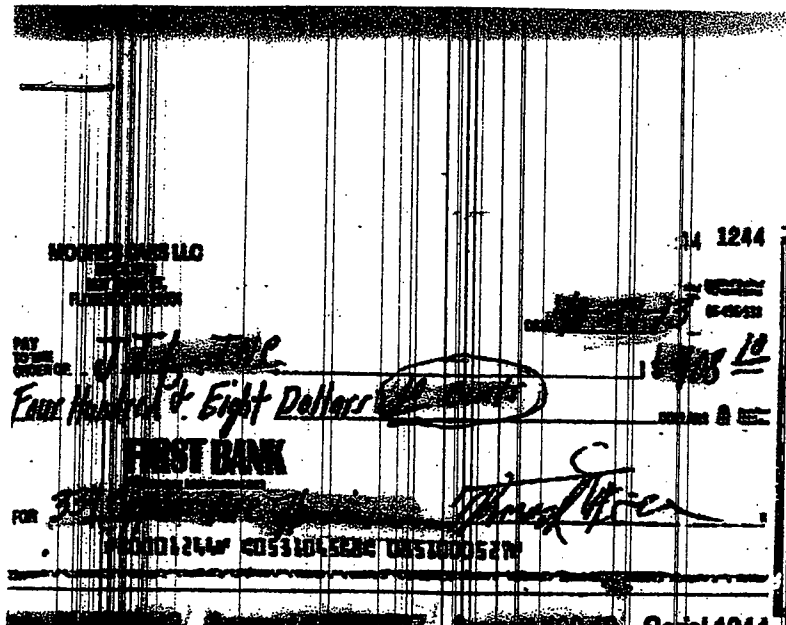
FIRST BANK

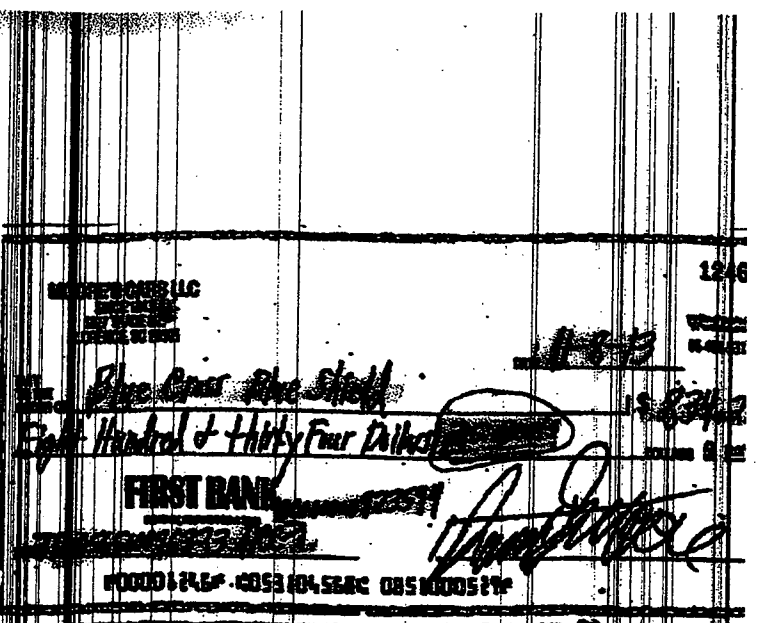
1240

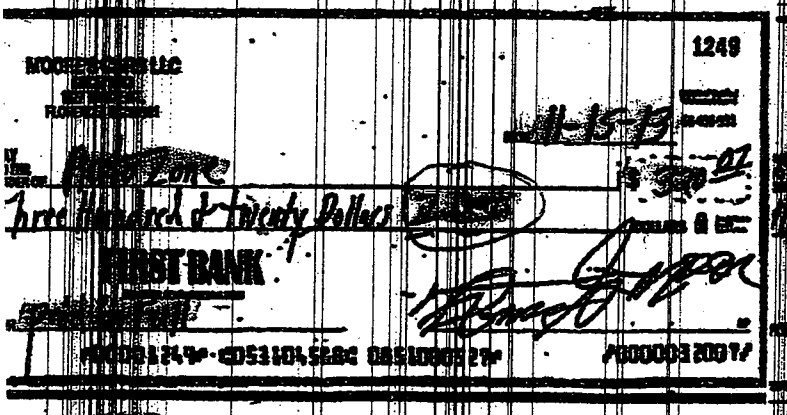
FIRST BANK

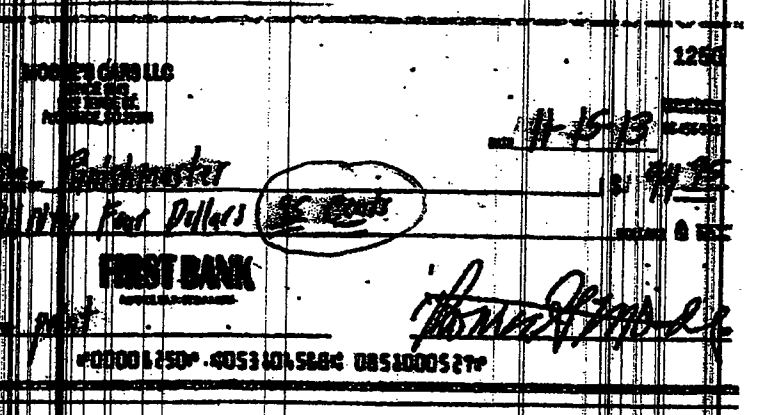
Sequence 7204 DbCr D TR 53104568 Trancode 17

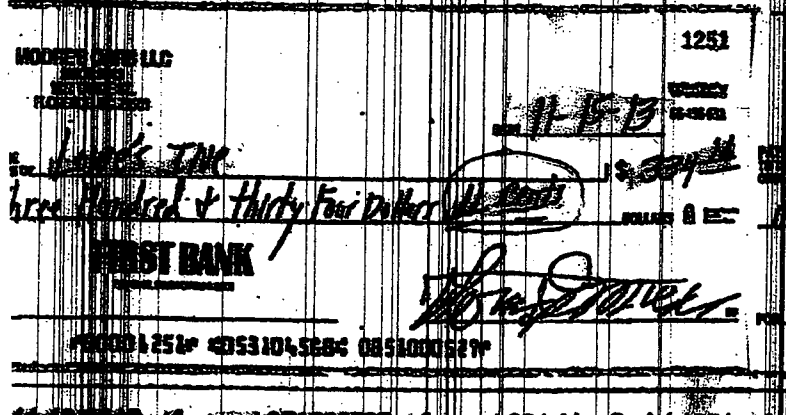
Redreads - ½ Profit on 05 Lincoln navigator - T. G. con

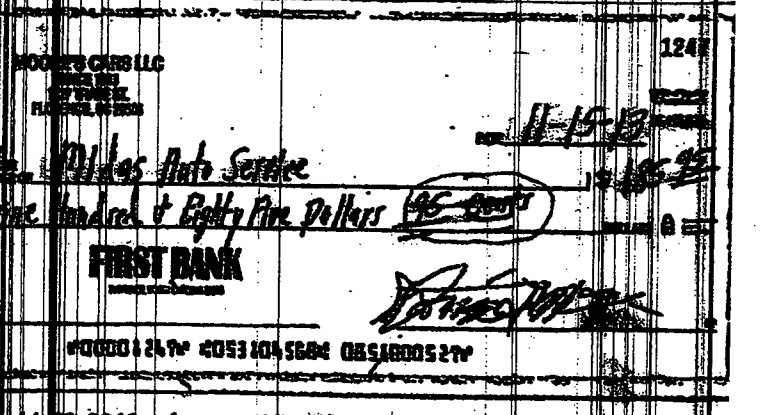

1244
Four Hundred & Eight Dollars
FIRST BANK
Serial 1244
Check reads - 334 Cypress Ave, Homeowners


1246
Blue Cross Blue Shield
Eight Hundred & Thirty Four Dollars
FIRST BANK
Check reads - Blue Cross Blue Shield

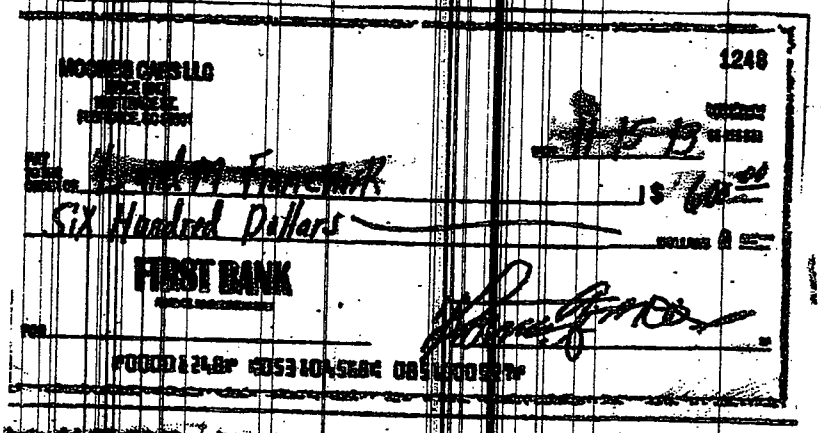

1249
11-15-13
Three Hundred & Twenty Dollars
FIRST BANK
Amount 320.07 Serial 1249
Check reads - paid in full.


1250
11-15-13
Paint
Thirty Four Dollars
FIRST BANK
Check reads - paint


1251
11-15-13
Three Hundred & Thirty Four Dollars
FIRST BANK
Amount 334.11 Serial 1251

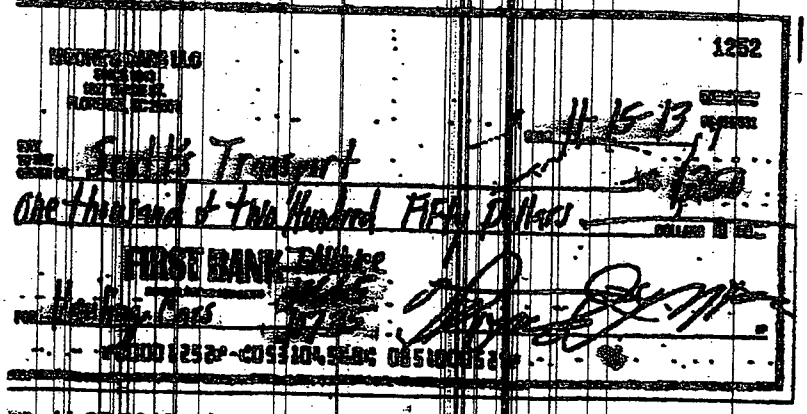

1247
11-15-13
Miles Auto Service
One Hundred & Eighty Five Dollars
FIRST BANK
11-18-2013 Account 0510000527 Amount 185.95 Serial 1247

(1)



Date 11-25-2013 Account 851000527 Amount 600.00 Serial 1248
Sequence 314946 DbCr D TR 53104568 Trancode 17 InstitutionID

(2)



Date 11-27-2013 Account 851000527 Amount 1250.00 Serial 1252
Sequence 441535 DbCr D TR 53104568 Trancode 17 InstitutionID
ImplAcct 0 Branch 0 HPC 90

1195

5-31-13

$250.00

FIRST BANK

05-31-2013 Account 851000527 Amount 250.00 Serial 1195
ence 9417970 DbCr D TR 53104568 Trancode 16 Institution
Acct 0 Branch 85 HPC 54

Cash reads - Labor work.

1005

6-14-13

$250.00

FIRST BANK

06-14-2013 Account 851000527 Amount 250.00 Serial 1005
quence 9418600 DbCr D TR 53104568 Trancode 16 Institution

Cash reads - Work.

1196

7-18-13

$200.00

FIRST BANK

07-19-2013 Account 851000527 Amount 200.00 Serial 1196
uence 9425270 DbCr D TR 53104568 Trancode 16 Institution

Cash reads - work on cars.

1225

7-1-13

9-6-13

$250.00

Two Hundred & Fifty Dollars

FIRST BANK

09-09-2013 Account 851000527 Amount 250.00 Serial 1225
quence 9416260 DbCr D TR 53104568 Trancode 16 Institution

Cash reads - work on cars.

1197

7-19-13

$150.00

FIRST BANK

07-22-2013 Account 851000527 Amount 150.00 Serial 1197
ce 9425144 DbCr D TR 53104568 Trancode 17 Institution

Cash reads - Lot cut work

1199

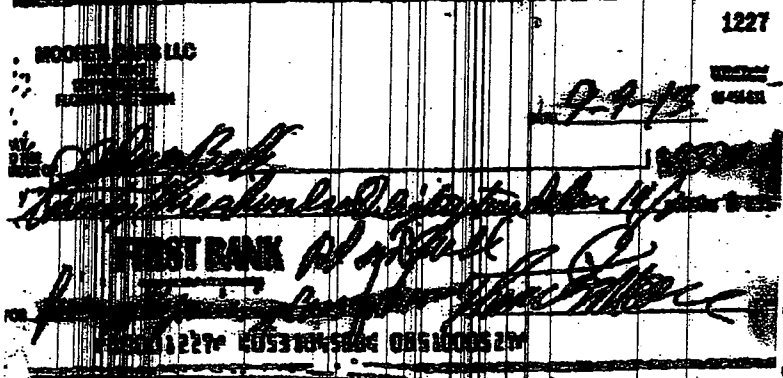
6-19-13

$1862.00

FIRST BANK

Date 06-20-2013 Account 851000527 Amount 1862.00 Serial 51000

Cash reads - paid in full for Lynn House
week of 4th July - Beach



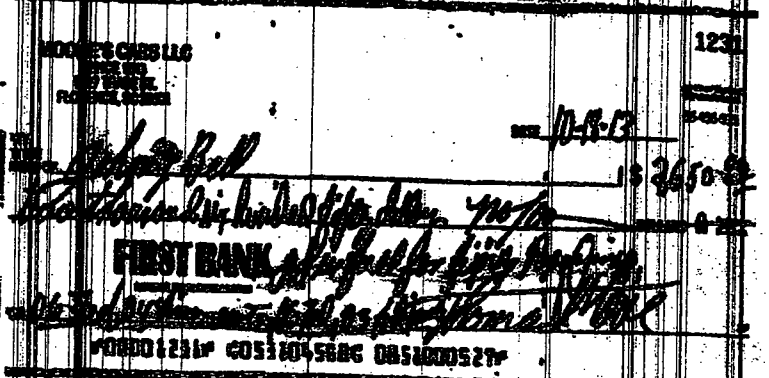
1227

9-9-13

FIRST BANK

Date 09-11-2013 Account 851000527 Amount 2382.14 Serial 122
Sequence 1201206 DbCr D TR 53104568 Trancode 17 Institutio

Check reads - Paid in full for fixing
& repairing cars for Wayne.



1231

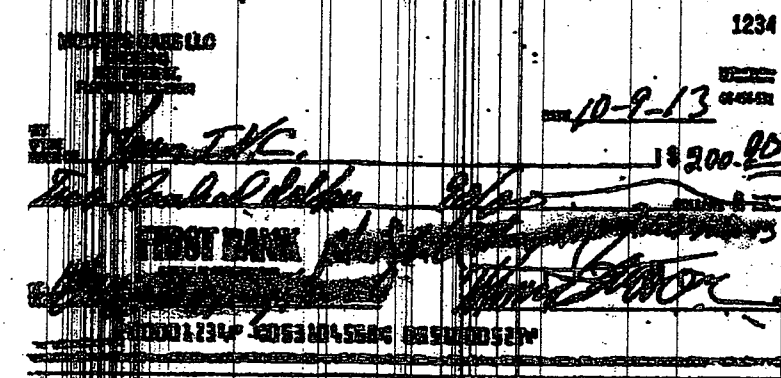
10-8-13

$ 2650.00

FIRST BANK

10-22-2013 Account 851000527 Amount 2650.00 Serial 1231

Check reads - paid in full for fixing
& repairing, 06 Ford, 04 Lincoln, 03 Ford Truck



1234

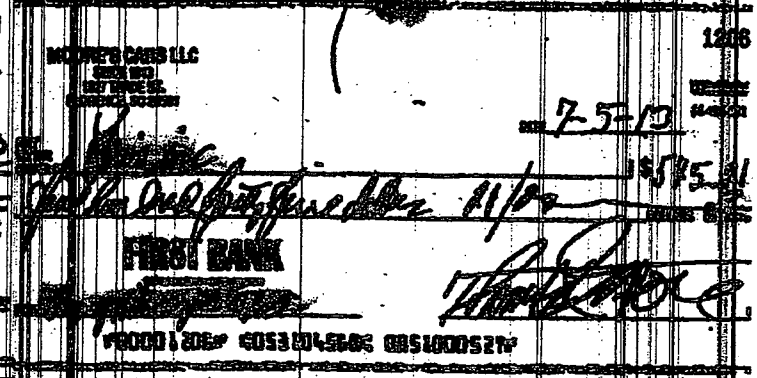
10-9-13

$ 200.00

FIRST BANK

Date 10-11-2013 Account 851000527 Amount 200.00 Serial 1234
Sequence 721228 DbCr D TR 53104568 Trancode 17 Institution

Check reads - paid in full leaving
no bond for cost



1206

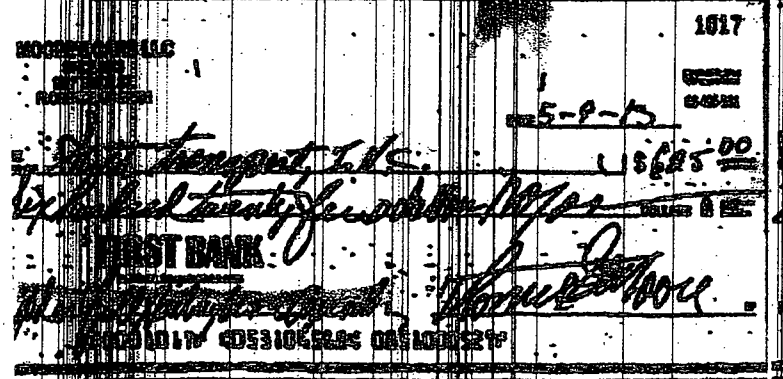
7-5-13

$ 545.21

FIRST BANK

07-17-2013 Account 851000527 Amount 545.21 Serial 1206
Sequence 1703456 DbCr D TR 53104568 Trancode 17 Institut

Check reads - T.V. under parts, Ect.



1017

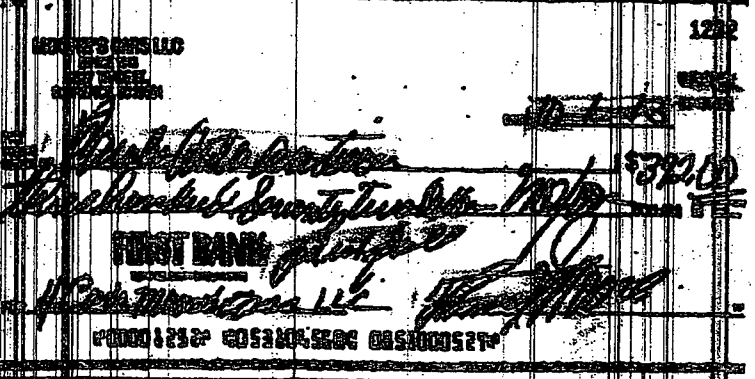
5-9-13

$ 625.00

FIRST BANK

05-22-2013 Account 851000527 Amount 625.00 Serial 1017

Check reads - Paid in full for fixing Cars Repair



1252

10-1-13

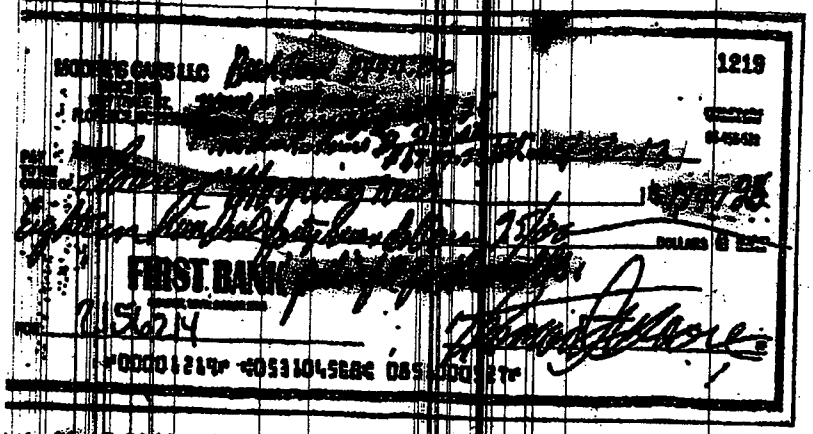
$ 372.00

FIRST BANK

10-11-2013 [illegible] Amount 372.00 Serial 1252

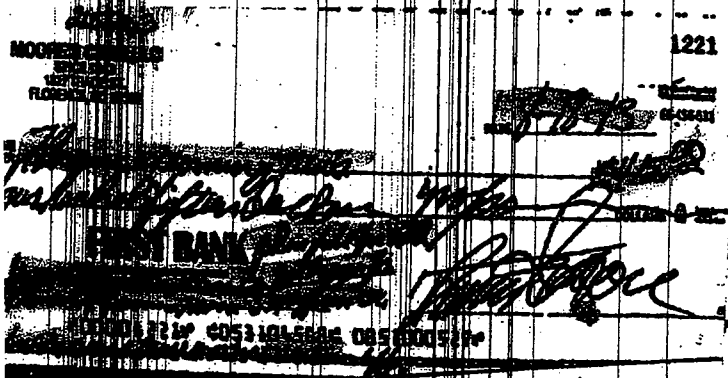
Check reads - paid in full Hauling

Beach House



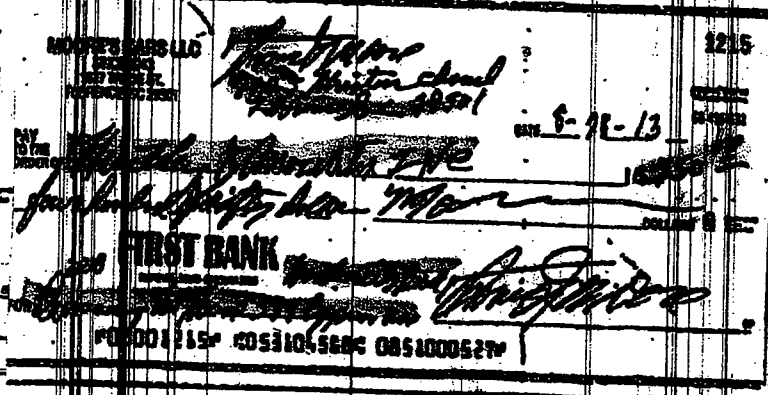
Date 08-15-2013 Account 851000527 Amount 1847.25 Serial 1219 $1847.25
Sequence 744466 DbCr D TR 53104568 Trancode 17 InstitutionID

Check reads - Beach House Ad - Moore Law T.G. Moore telling my Life (picture)



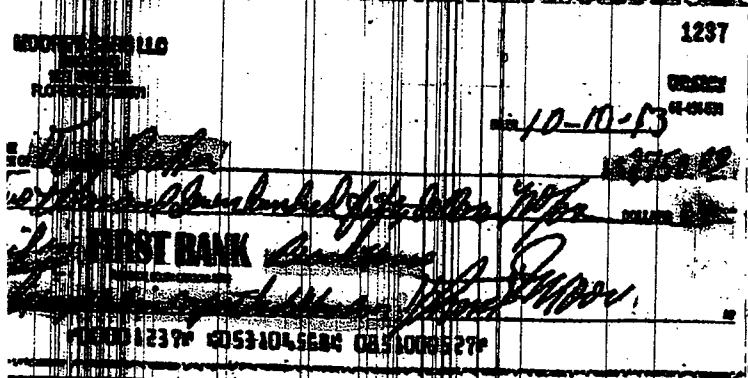
08-26-2013 Account 851000527 Amount 415.00 Serial 0

Check reads - paid in full for Ad with C. Bryant Austin Co. put in paper 334 Cypress Drive. $415.00



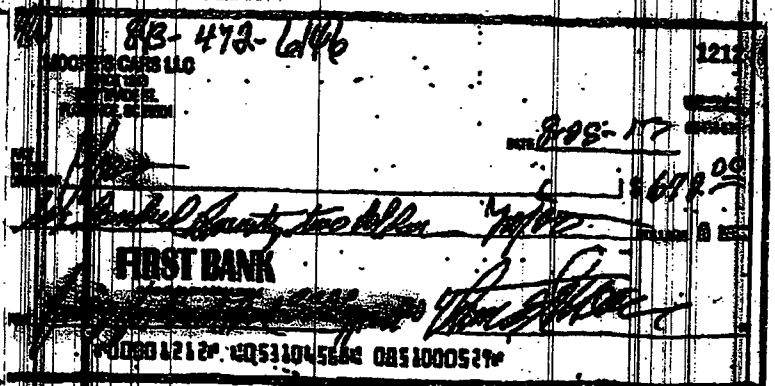
Date 09-03-2013 Account 851000527 Amount 450.00 Serial 1215

Check reads - Surveying Lot & House 334 Cypress Ave. $450.00



Date 09-05-2013 Account 851000527 Amount 2750.00 Serial 1237

Check reads - Paid in full fixing entry carport & sliding glass door. $2750.00



Date 09-05-2013 Account 851000527 Amount 672.00 Serial 1212

Check reads - fencing for Beach House 334 Cypress Ave. $672.00

1006

6-28-13

$ 625.00

Six Hundred Twenty-five dollars

FIRST BANK

07-02-2013 Account 851000527 Amount 625.00 Serial 1006

Credit cards - fixing Lincoln & fixing Ford

1016

5-14-13

$ 175.00

One Hundred Seventy-five dollars

FIRST BANK

Credit cards - paint work on cars.

1001

4-11-13

$ 175.00

One Hundred Seventy-five dollars

FIRST BANK

04-23-2013 Account 851000527 Amount 175.00 Serial 1001

Credit cards - Auto parts

1019

Pay to the order of AUTOZONE PARTS

$580.40

DOLLARS

Pre-Authorized Payment

FIRST BANK

Date 04-26-2013 Account 851000527 Amount 580.40 Serial 1019

Sequence 981736 DbCr D TR 53104568 Transcode 17

1235

10-29-13

$ 250.00

Two Hundred Fifty dollars

FIRST BANK

10-30-2013 Account 851000527 Amount 250.00 Serial 1235

Credit cards - Repairing Dodge Truck

1004

11-11-13

$ 130.00

One Hundred Thirty dollars

FIRST BANK

04-02-2013 Account 851000527 Amount 130.00 Serial 1004

Credit cards - Car Repair

1207

7-5-13

$ 13.01

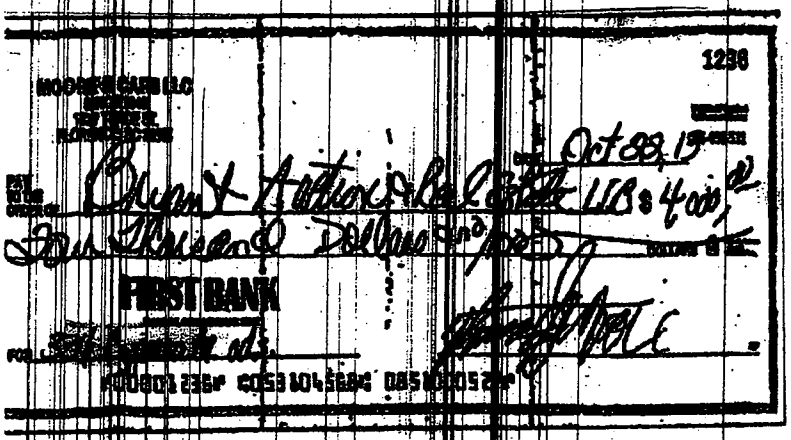
Thirteen dollars & 01/100

FIRST BANK

07-15-2013 Account 851000527 Amount 13.01 Serial 1207

Credit cards - Parts for cars.

ACKNOWLED Book House



1236

Oct 23, 13

Quant Auction & Real Estate LLC $ 4000.00

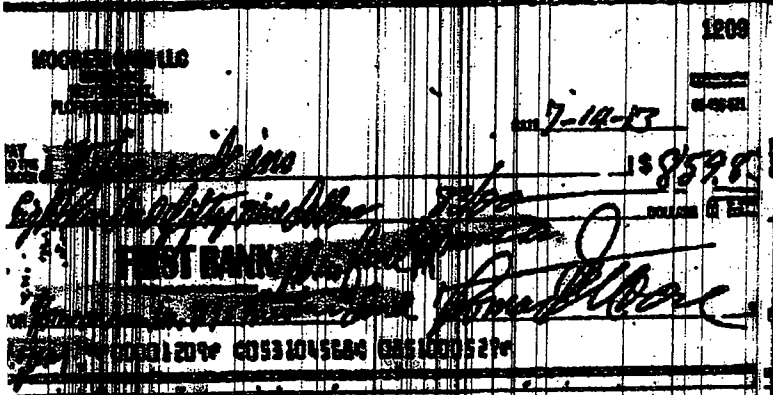
Four Thousand Dollars

FIRST BANK

⑆000001236⑆ ⑆053104568⑆ 085100052⑈

ate 11-01-2013 Account 851000527 Amount 4000.00 Serial 1236
equence 1419610 DbCr D TR 53104568 Trancode 17 Institution#

Check reads - 334 Cypress Ave.
$4000.00



1209

7-14-13

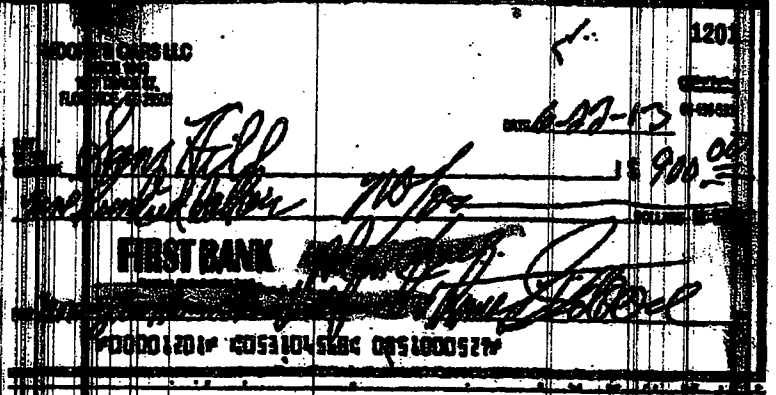
$ 859.83

FIRST BANK

⑆000001209⑆ ⑆053104568⑆ 085100052⑈

te 07-15-2013 Account 851000527 Amount 859.83 Serial 1209

Check reads - Paid in full 12 months
Homeowners in 2125 Winston Channel Lyon



1201

6-22-13

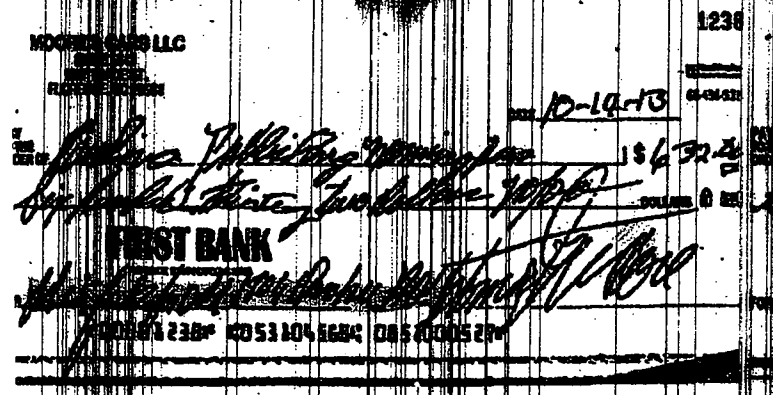
$ 900.00

FIRST BANK

⑆000001201⑆ ⑆053104568⑆ 085100052⑈

te 06-25-2013 Account 851000527 Amount 900.00 Serial 1201

Check reads - Paid in full moving
tear down chain Link Fence



1238

10-14-13

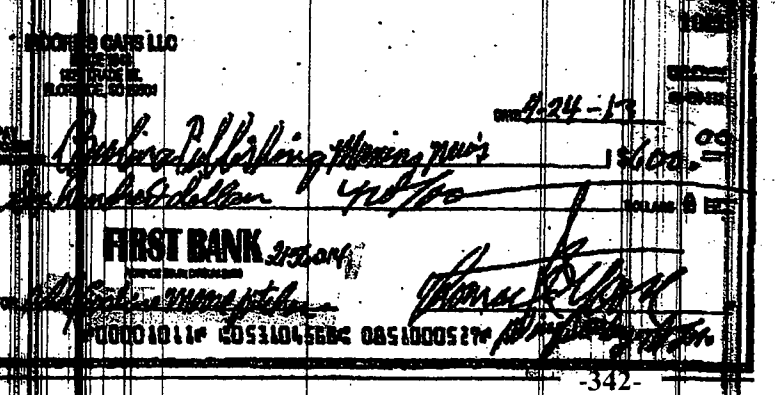
$ 632.00

FIRST BANK

⑆000001238⑆ ⑆053104568⑆ 085100052⑈

e 10-24-2013 Account 851000527 Amount 632.00 Serial 123

Check reads - Paid in full for Ad



9-24-13

$ 600.00

FIRST BANK

⑆000001011⑆ ⑆053104568⑆ 085100052⑈

te 09-01-2013 Account 851000527 Amount 600.00 Serial 101

Check reads - Ad - Eadline Moore picture

FIRST BANK

ate 11-12-2013 Account 851000527 Amount 1295.00 Serial 12[illegible]

Paid roof - right work

FIRST BANK

07-09-2013 Account 851000527 Amount 1200.00 Serial 1205

Paid roofs - loan

FIRST BANK

e 09-05-2013 Account 851000527 Amount 540.00 Serial 1226

Paid roofs - work

FIRST BANK

[illegible]-14-2013 Account 851000527 Amount 1175.00 Serial 1015

Paid roofs - installing carport door

equence 9607030 DbCr D TR 5310[illegible] rancode 82 InstitutionID

ate 10-02-2013 Account 207990042883[illegible] Amount 4.45 Serial 64551[illegible]
equence 9607040 DbCr D TR 5310[illegible] rancode 0 InstitutionID[illegible]
mplAcct 0 Branch 85 HPC 0

Refund on House 3314 Cypress Ave. 10-2-13

Moore Farms LLC → Thomas G. Moore

Found Rec. - 11-5-13 - CK # - 85100052?

First Bank
Florence Second Loop Branch
452 2nd Loop Road
Florence, SC 29505

OWNERSHIP OF ACCOUNT - CONSUMER PURPOSE

- ☐ INDIVIDUAL ☐
- ☐ JOINT - WITH SURVIVORSHIP (and not as tenants in common)
- ☐ JOINT - NO SURVIVORSHIP (as tenants in common)
- ☐ TRUST - SEPARATE AGREEMENT:
- ☐ REVOCABLE TRUST OR ☐ PAY-ON-DEATH DESIGNATION AS DEFINED IN THIS AGREEMENT
  Name and Address of Beneficiary:

OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION: ☐ FOR PROFIT ☐ NOT FOR PROFIT
- ☐ PARTNERSHIP ☒ LIMITED LIABILITY

BUSINESS NAME: MOORE FARMS LLC
ORGANIZATION: FLORENCE,SC
AUTHORIZATION DATED: 5/05/2003

DATE OPENED: 04/05/2013 BY SCOTTF
INITIAL DEPOSIT $: 458.00
☐ CASH ☐ CHECK ☒ On us/Transfer
HOME TELEPHONE #: 843- 6622834
BUSINESS PHONE #:
DRIVER'S LICENSE #:
E-MAIL:
EMPLOYER:
MOTHER'S MAIDEN NAME:
Name and address of someone who will always know your location:

BACKUP WITHHOLDING CERTIFICATIONS

TIN: 582276977

☒ TAXPAYER I.D. NUMBER -The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

☒ BACKUP WITHHOLDING - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ EXEMPT RECIPIENT - I am an exempt recipient under the Internal Revenue Service regulations.

CERTIFICATE: I certify, under penalties of perjury, the statements checked in this section, that I am a U.S. citizen or other U.S. person.

X _____ (Date)

Signature Card-SC
Bankers Systems Inc
Wichita Kansas Financial Services ©1992, 2009

ACCOUNT NUMBER: 851000527

ACCOUNT OWNER(S) NAME & ADDRESS
MOORE FARMS LLC
127 TRADE ST
FLORENCE, SC 29501-6951

☒ NEW ☐ EXISTING

TYPE OF ACCOUNT ☒ CHECKING ☐ SAVINGS ☐ MONEY MARKET ☐ CERTIFICATE OF DEPOSIT ☐ NOW ☐ _____

Rate to have (check one): BUSINESS FIRST
☒ Permanent ☐ Temporary account agreement.

Number of signatures required for withdrawal: ONE

OVERDRAFT PROTECTION REQUIRED: ☐ YES ☒ NO

SIGNATURE(S) - The undersigned confirms the accuracy of the information herein provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned as individuals. The undersigned also acknowledges the receipt of a copy and agrees to the terms of the following agreements and/or disclosures:

☒ Terms & Conditions ☒ Truth in Savings ☒ Funds Availability
☒ Electronic Fund Transfers ☒ Privacy ☒ Substitute Checks
☐ Common Features ☐ _____

1) X _____
THOMAS G. MOORE
I.D.# 250-40-9695 D.O.B. 3/15/1929

2) X _____
I.D.# _____ D.O.B. _____

3) X _____
I.D.# _____ D.O.B. _____

4) X _____
I.D.# _____ D.O.B. _____

☐ Authorized Signer (Individual Accounts Only)

X _____
I.D.# _____ D.O.B. _____

MFSC-LA7-SC 8/2009
Page 1 of 1

2013

First Bank
Florence Second Loop Branch
452 2nd Loop Road
Florence, SC 29505

CORPORATE AUTHORIZATION RESOLUTIONS

MOORE'S CARS LLC
1827 TRADE ST
FLORENCE, SC 29501-6961

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, MOORE'S CARS LLC, certify that I am the Secretary (clerk) of the above named corporation organized under the laws of
1827 TRADE ST, Federal Employer I.D. Number 58-2570977, engaged in business under the trade name of
FLORENCE, SC 29501, and that the resolutions on this document are a correct copy of the resolutions
adopted at a meeting of the Board of Directors of the Corporation duly called, convened and held on 5/05/2003 (date).
These resolutions appear in the minutes of this meeting and have not been altered or modified.
AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

	Name and Title or Position	Signature	Facsimile Signature (if used)
A.	THOMAS G. MOORE/SIGNER	X	X
B.		X	X
C.		X	X
D.		X	X
E.		X	X
F.		X	X

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A	(1) Exercise all of the powers listed in this resolution.	1
	(2) Open any deposit or share accounts in the name of the Corporation.	
	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	
	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	
	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, and other real or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	
	(6) Enter into a written lease for the purpose of entering, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	
	(7) Other:	

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

APR 09 2003

RESOLUTIONS

The Corporation named on this resolution resolves that:

(1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.

(2) This resolution shall continue to have effect until express written notice of its revocation or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s) are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.

(3) The signature of an Agent on this resolution is conclusive evidence of such Agent's authority to act on behalf of the Corporation. Any Agent, so long as they are in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise stated in writing.

(4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

(5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.

(6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

(7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agents named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed to in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of a principal or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

EFFECT ON PREVIOUS RESOLUTIONS. This resolution supersedes resolution dated 4/05/2013. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY.

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. *(Apply seal below where appropriate.)*

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation this _____ (date).

_____ _____

Attest: Other Officer Secretary

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on 4/05/2013 (date) by FS (initials). This resolution is superseded by resolution dated 4/05/2013.

Comments:

Date Account Opened: 4/5/13

Branch: 85

Commercial CDD Risk Assessment

Customer: Moore's Cars LLC Account #: 85100057 TIN #: 58-2676977

Risk Factors	High Risk =3	Moderate Risk =2	Low Risk =1	Risk Rating
1. Time owned or managed the business	<1yr	>1yr & <3yrs	>3yrs	1
2. NAICS Code	Included in the list of high risk NAICS Codes	Included in list of moderate risk NAICS Codes	Not a high or moderate risk NAICS Code	2
3. Number of owned business locations	>5	2 to 5	1	1
4. Are any of the owners PEPs?	From HR Country	From LR Country	No	1
5. Business proximity to our bank offices (Bank Organized)	Out of Market	Out of market generally but seasonal proximity	In Our Market	1
6. Customer Demographics (Bus. Outside USA)	International customers in or from high risk areas	International customers NOT in or from high risk areas	Primarily citizens of the USA	1
7. Number of domestic owned offices or agent offices located in US HIDTAs or HIFCAs	>3	2 to 3	1	1

8. List the risk factor of each service used by the [illegible] and note the score in the far right column titled "Risk Rating."

*Currency deposits or withdrawals =1
*Check deposits = 1
*US currency exchanges = 2
*US wire transfers = 2
*International wire transfers = 3
*International ACH Transactions = 3
*Internet Banking Services = 2
*Internet Gambling / Internet gaming and/or content = 3
*Privately-owned ATMs = 3
*Third Party Processor = 3
*Dealer of Gems or Precious Metals = 3
*Non-Profit Charity Organization = 2
*Check cashing = 3
*Issue travelers checks or money orders = 2
*Redeem travelers checks or money orders = 2
*Money Transmitter = 3

Low Risk- 15 or less Moderate Risk- 16 – 19 High Risk- 20 or Higher or MSB - ATM Owner Risk Rating Total: low

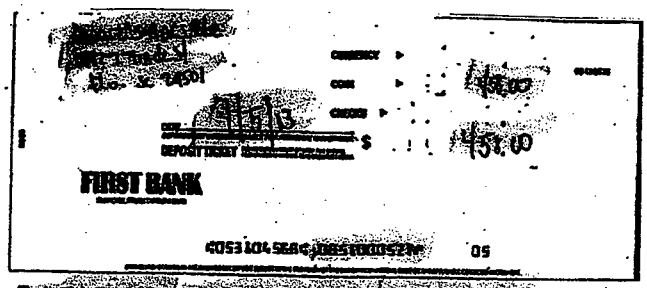
Completed By: [illegible] Date: 4/8/13

Rev. 3/14/12

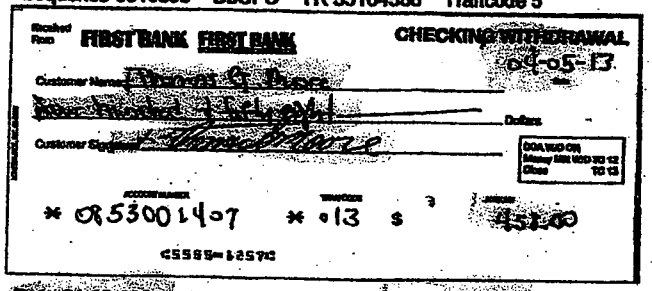
Checks deposited by T. G. Moore

OPEN Acct.

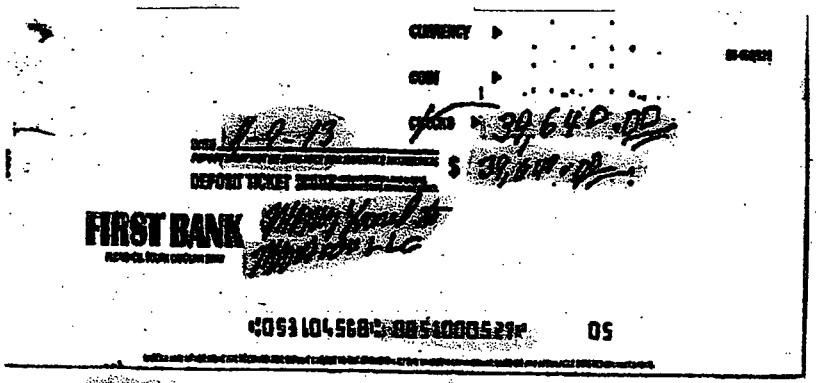
T. G. Moore - ONLY



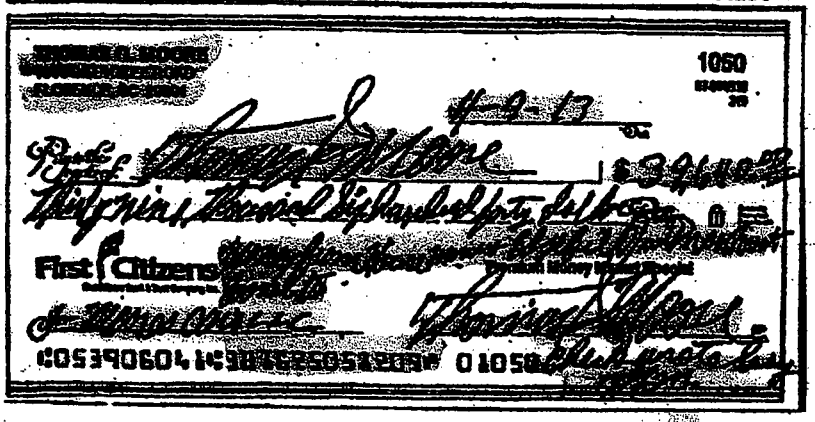
Date 04-05-2013 Account 853001527 Amount 458.00 Serial 0
Sequence 9310650 DbCr C TR 53104568 Trancode 5



Date 04-05-2013 Account 853001407 Amount 458.00 Serial 0
Sequence 9310660 DbCr D TR 55551257 Trancode 13
InstitutionID 67 EmplAcct 0 Branch 85 HPC 98

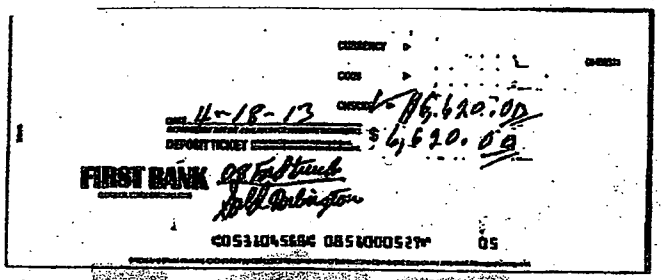


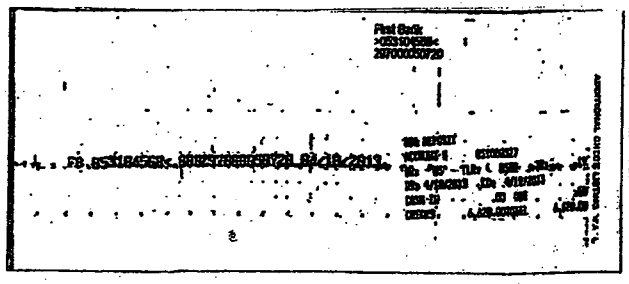
Date 04-09-2013 Account 853000527 Amount 39640.00 Serial 0
Sequence 9035880 DbCr C TR 53104568 Trancode 5 InstitutionID



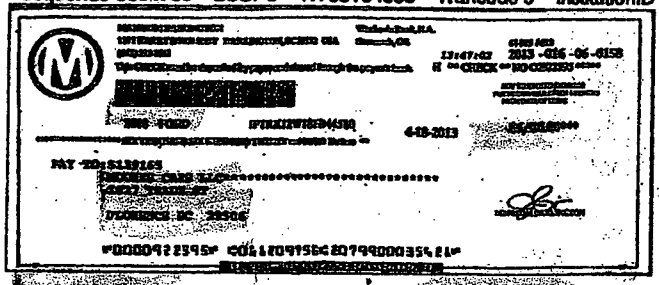
Date 04-09-2013 Account 381625051209 Amount [illegible] Serial 1(

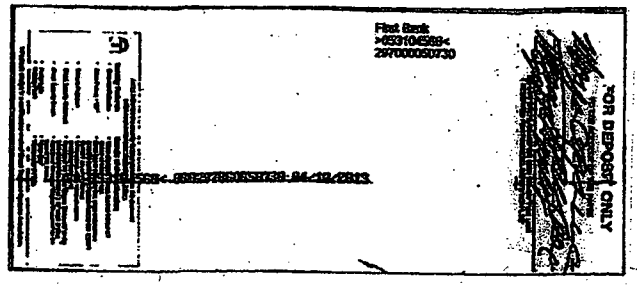
Check reads - Money from House Money Edgefield Window Fund



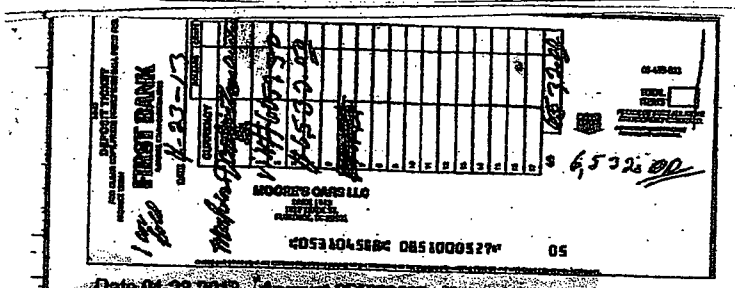


Date 04-18-2013 Account 851000527 Amount 6620.00 Serial 0
Sequence 9864790 DbCr C TR 53104568 Trancode 5 InstitutionID 67

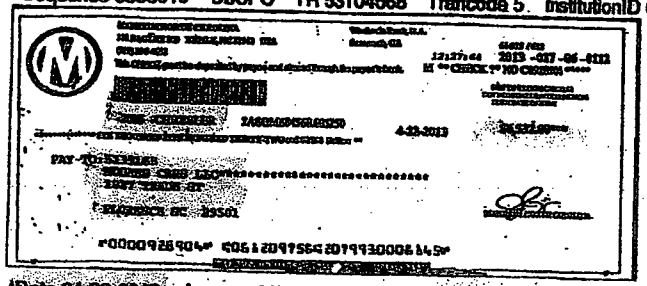




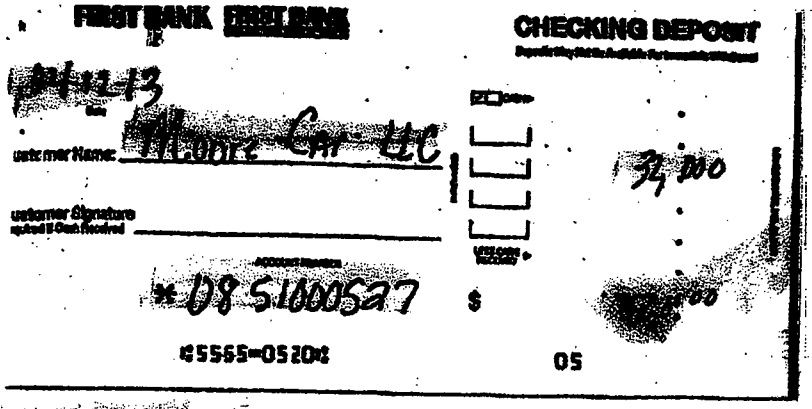
Date 04-18-2013 Account 2079900035421 Amount 6620.00
Serial 922595 Sequence 9864800 DbCr D TR 61209756 Trancode 0
InstitutionID 67 EmplAcct 0 Branch 85 HPC 0



Date 04-23-2013 Account 851000527 Amount 6532.00 Serial 0
Sequence 9393610 DbCr C TR 53104568 Trancode 5 InstitutionID 67



Date 04-23-2013 Account 2079930006145 Amount 6532.00
Serial 928904 Sequence 9393620 DbCr D TR 61209756 Trancode 0
InstitutionID 67 EmplAcct 0 Branch 85 HPC 0


FIRST BANK FIRST BANK

CHECKING DEPOSIT

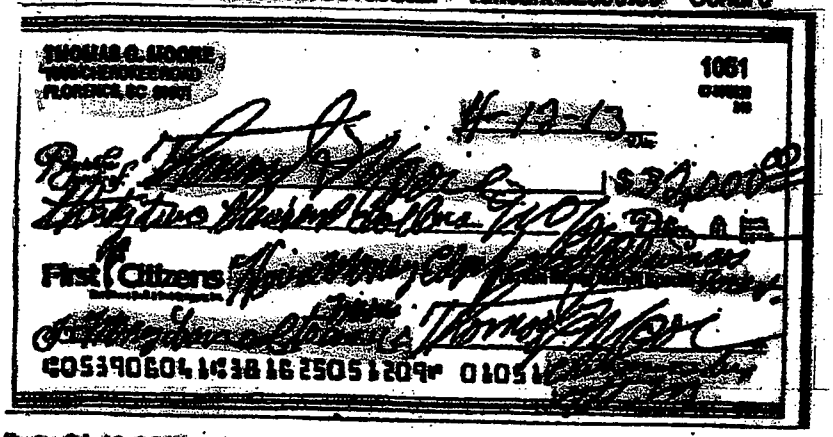
Moore Cons LLC

3,200

*085100527

05

Date 04-12-2013 Account 851000527 Amount 3200.00 Serial 0

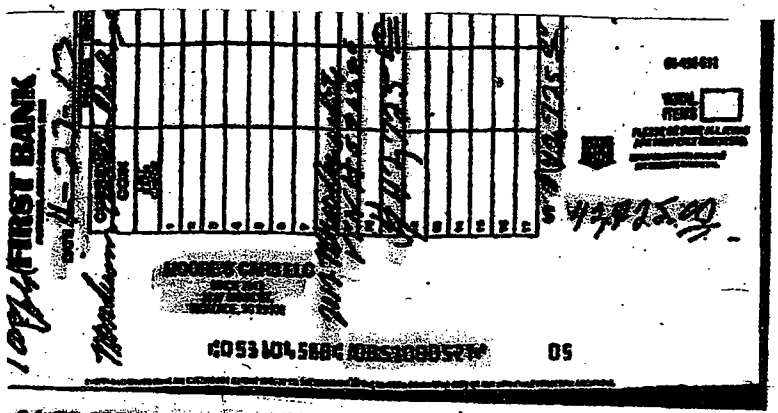

1061

Pay to

First Citizens

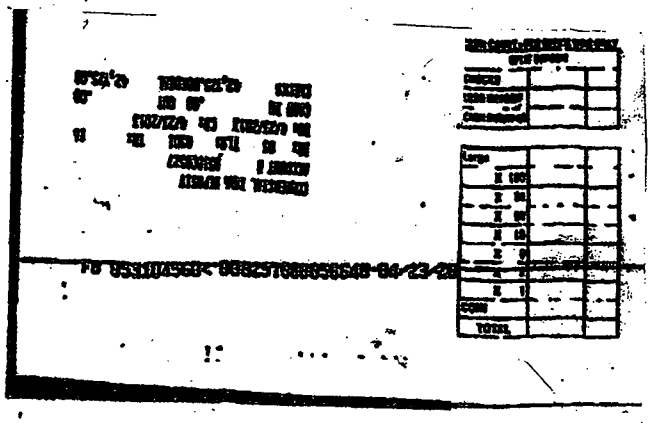
Date 04-12-2013 Account 201605051209 Amount [illegible] Serial 1(

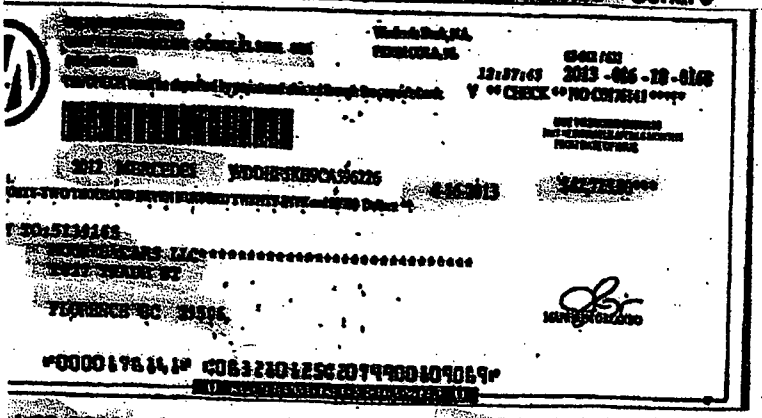
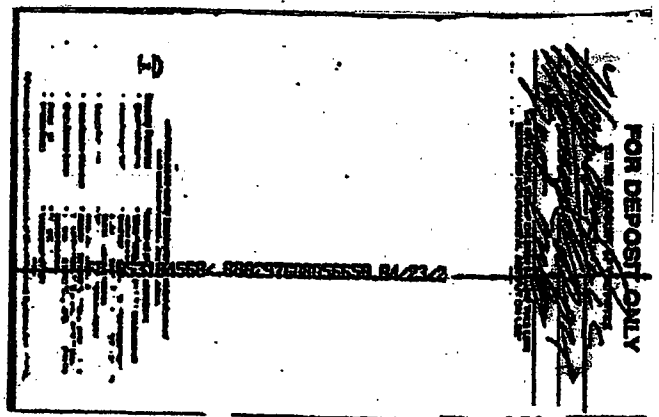
Check reads - House money Edgefield Rd, Windsor Forest money LOAN TO Moore Cons L.L.C. Check wrote by T.G.M.


FIRST BANK

42,725.00

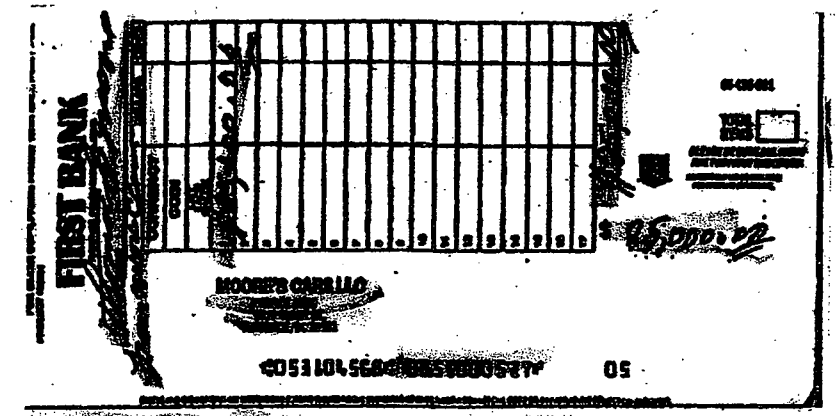
05


04-23-2013 Account [illegible] Amount 42725.00 Serial 0

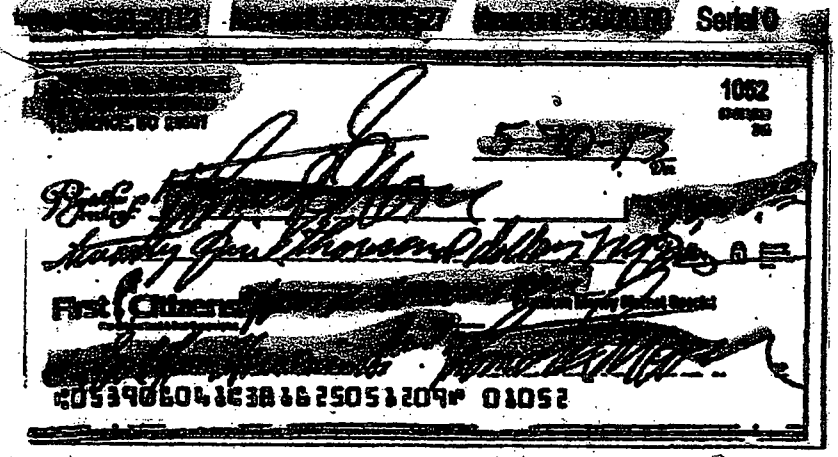


FOR DEPOSIT ONLY

4-23-2013 Account 2079900109069 Amount 42725.00

2nd Mercedes T.G. Moore SOLD - $42,725.00. T. G. deposited in

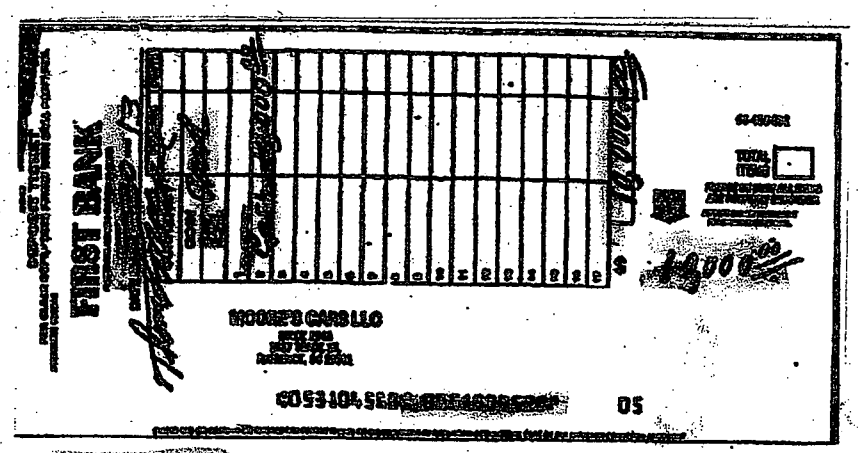


Serial 0

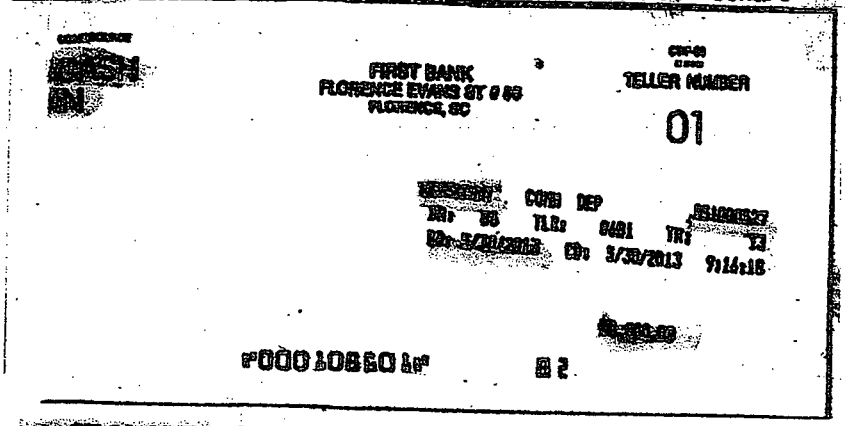


Serial 10

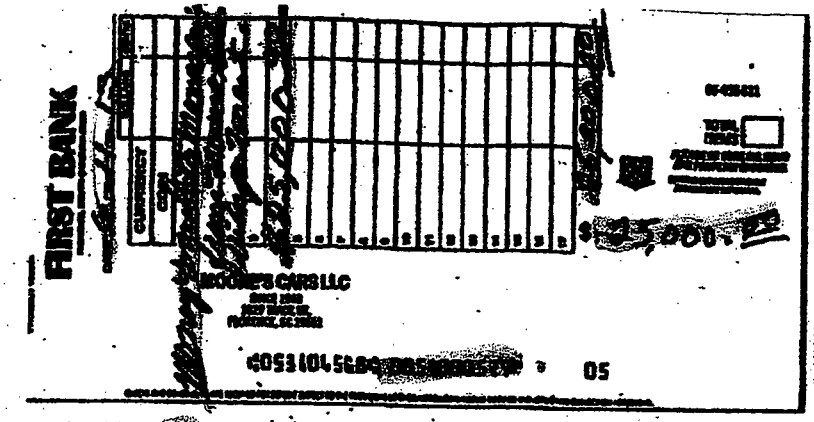
Check reads - Loan to Moores Cars. Sale from House Windsor Forest.

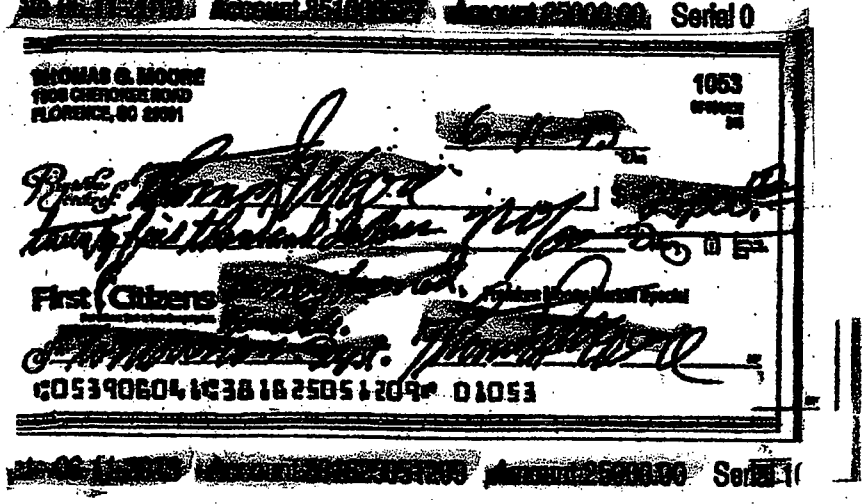


Serial 0

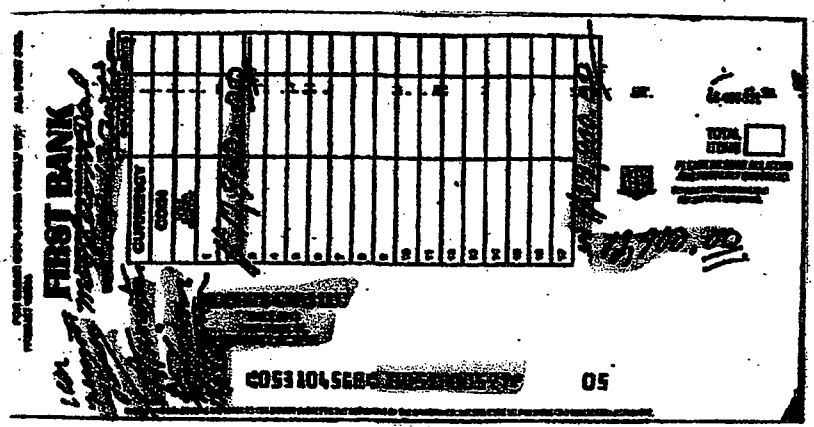


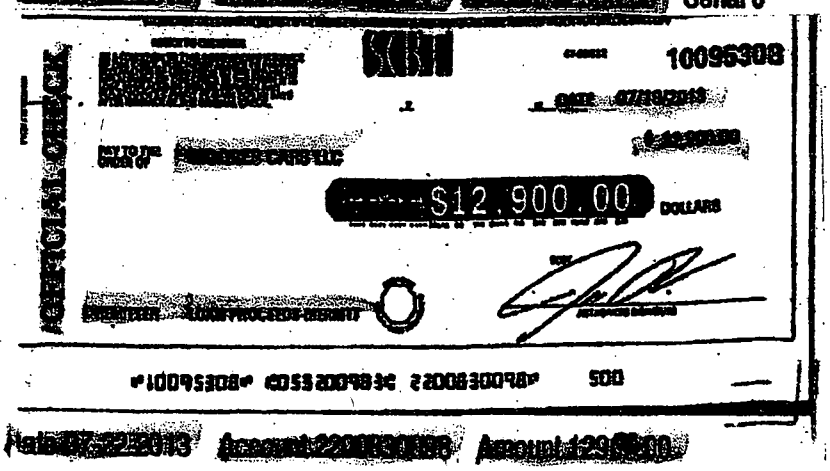
Account 108601 Serial 0



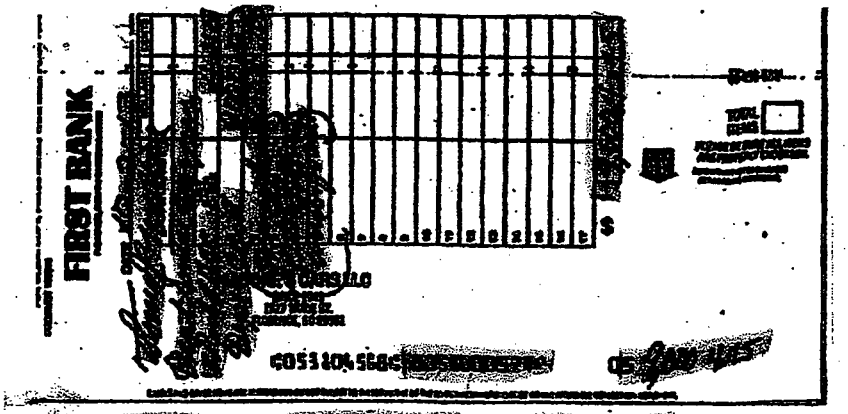


Each reads - Money Loaned House Sale to Moores Cars Deposit.

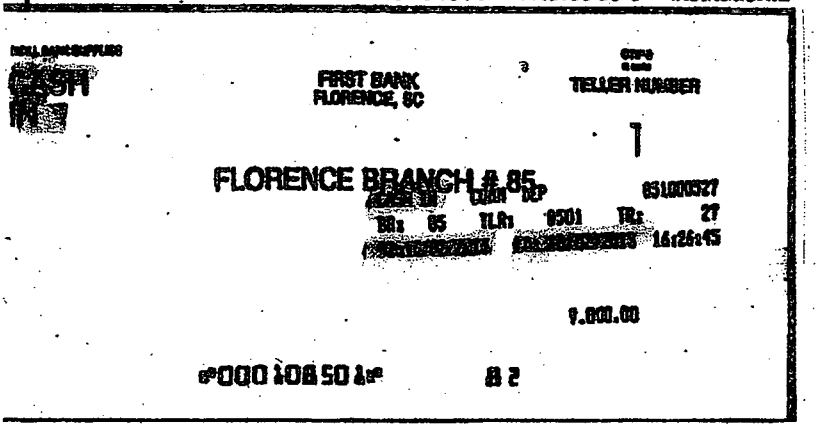




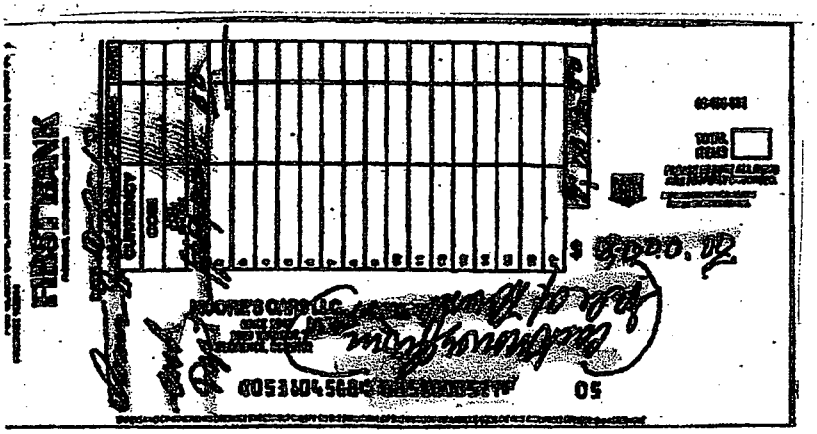
T. G. Moore's personal Lincoln Navigator



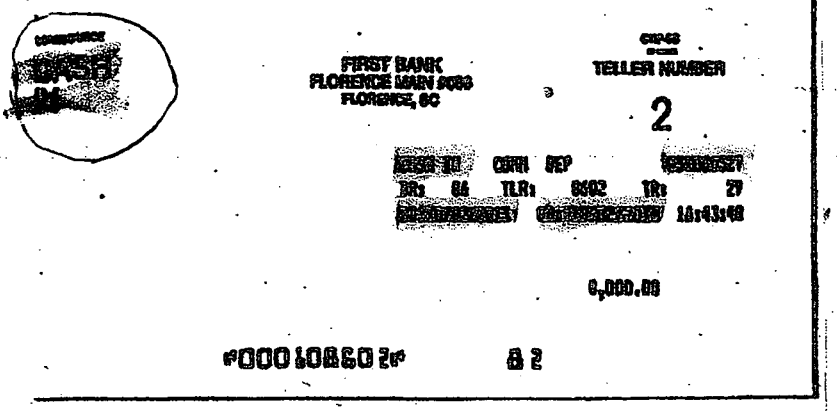
Serial 0
equence 9807020 DbCr C TR 53104568 Trancode 5 InstitutionID



Account 106501 Serial 0



Serial 0
equence 9832680 DbCr C TR 53104568 Trancode 5 InstitutionID



Account 108602 Serial 0
equence 9832690 DbCr D TR 53104568 Trancode 82 InstitutionID
nplAcct 0 Branch 86 HPC 6010

Moore Cars LLC → Thomas G. Moore

2nd Acct. - 4-5-13 - Acct # - 851000529

First Bank
Florence Second Loop Branch
452 2nd Loop Road
Florence, SC 29505

ACCOUNT NUMBER 851000527

ACCOUNT OWNERSHIP NAME & ADDRESS
MOORE'S CARS LLC
1501 TRADE ST
FLORENCE, SC 29501-6961

OWNERSHIP OF ACCOUNT - CONSUMER PURPOSE

- ☐ INDIVIDUAL ☐
- ☐ JOINT - WITH SURVIVORSHIP (and not as tenants in common)
- ☐ JOINT - NO SURVIVORSHIP (as tenants in common)
- ☐ TRUST - SEPARATE AGREEMENT:
- ☐ REVOCABLE TRUST ☐ POD ☐ PAY-ON-DEATH DESIGNATION AS DEFINED IN THIS AGREEMENT
  Name and Address of Beneficiaries:

OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION: ☐ FOR PROFIT ☐ NOT FOR PROFIT
- ☐ PARTNERSHIP ☒ LIMITED LIABILITY

BUSINESS: MOORE'S USED CARS
COUNTY & STATE OF ORGANIZATION: FLORENCE,SC
AUTHORIZATION DATED: 5/05/2003

TYPE OF ACCOUNT: ☒ NEW ☐ EXISTING
☒ CHECKING ☐ SAVINGS
☐ MONEY MARKET ☐ CERTIFICATE OF DEPOSIT
☐ NOW ☐ _____
This is your Select one: BUSINESS FIRST
☒ Business ☐ Temporary account agreement.

Number of signatures required for withdrawal: ONE

MULTIPLE SIGNATURES ALLOWED? ☐ YES ☒ NO

SIGNATURE(S) - The undersigned certifies the accuracy of the information herein provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreements and/or disclosure(s):

☒ Terms & Conditions ☒ Truth in Savings ☒ Funds Availability
☒ Electronic Fund Transfers ☒ Privacy ☒ Substitute Checks
☐ Overdraft Protection ☐ _____

(1): ☒ THOMAS G. MOORE
I.D.# 250-40-9693 D.O.B. 3/15/1929

(2): ☐
I.D.# _____ D.O.B. _____

(3): ☐
I.D.# _____ D.O.B. _____

(4): ☐
I.D.# _____ D.O.B. _____

☐ Authorized Signer (Individual Accounts Only)
☐
I.D.# _____ D.O.B. _____

DATE OPENED: 04/09/2013 BY SCOTTF
INITIAL DEPOSIT: $ 452.00
☐ CASH ☐ CHECK ☒ On us/Transfer
HOME TELEPHONE # 843- 6822834
BUSINESS PHONE #
DRIVER'S LICENSE #
E-MAIL
EMPLOYER
MOTHER'S MAIDEN NAME
Name and address of someone who will always know your location:

BACKUP WITHHOLDING CERTIFICATIONS

TIN: 582876977

☒ TAXPAYER I.D. NUMBER - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

☒ BACKUP WITHHOLDING - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ EXEMPT RECIPIENTS - I am an exempt recipient under the Internal Revenue Service Regulations.

SIGNATURE: I certify under penalties of perjury the statements checked in this section and that I am a U.S. citizen or other U.S. person (defined in the instructions).

X _____ 04-09-13 (Date)

Signature Card SC
Bankers Systems™
Wolters Kluwer Financial Services © 1992, 2009

MPSC-LA7-SC 03/2009
Page 1 of 1

APR 09 2013

First Bank
Florence Second Loop Branch
452 2nd Loop Road
Florence, SC 29505

Referred to in this document as "Financial Institution"

CORPORATE AUTHENTICATION RESOLUTION
MOORE'S CARS LLC
1527 TRADE ST
FLORENCE, SC 29501-6961

Referred to in this document as "Corporation"

I, [redacted], certify that I am the duly elected [redacted] of the above named corporation organized under the laws of [redacted], authorized to do business under the trade name of [redacted]; that the resolutions set forth in this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly called, held and held on 5/05/2003 (date). These resolutions appear in the minutes of this meeting and have not been modified or rescinded.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below.

	Name and Title of Position	Facsimile Signature (if used)
A.	THOMAS G. MOORE/SIGNER	
B.		
C.		
D.		
E.		
F.		

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A	(1) Exercise all of the powers listed in this resolution.	1
	(2) Open any deposit or share account(s) in the name of the Corporation.	
	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	
	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	
	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	
	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	
	(7) Other	

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

Corporate Authentication
VIP® Banking Systems™
Wolters Kluwer Financial Services ©1995, 1997, 2003

CA-1 12/16/2003
VMPC15B (0012)
Page 1 of 2

APR 03 2013

RESOLUTIONS

The Corporation resolves that this resolution supersedes the prior resolution dated _____.

(1) The Financial Institution is designated as a depositary for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.

(2) This resolution shall continue in full force until express written notice of its revocation or modification has been received and recorded by the Financial Institution. Any such notice or prior resolutions adopted by the Corporation will not affect any of the Corporation as governing the operation of this account with the Financial Institution that are in effect at the time of receipt, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation satisfactory to the Financial Institution which establishes the authority for the changes.

(3) The signature of an Agent on this resolution is conclusive evidence of the authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers granted on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise applicable to the account.

(4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

(5) The Corporation agrees to the terms and conditions of any account agreement, as amended, governing any account opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.

(6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

(7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agents named on this resolution. The term "alternative signatures and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 6601 et seq. (Chapter 66; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 6601 et seq. (Chapter 66; Decedents, Estates and Fiduciaries Code).

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolutions dated 4/05/2013. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation this _____ (date).

_____ _____

Attest by an Officer Secretary

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on 4/05/2013 (date) by FS (initials) This resolution is superseded by resolution dated 4/05/2013

Comments:

Date Account Opened: 4/5/13

Branch: 85

Commercial CCD Risk Assessment

Customer: Hoare's Cars LLC

Account #: 85100057

TIN #: 58-2676977

Risk Factors	High Risk =3	Moderate Risk =2	Low Risk =1	Risk Rating
1. Time owned or managed the business	< 1yr	>1yr & <3yrs	>3yrs	1
2. NAICS Code	Included in the list of high risk NAICS Codes	Included in list of moderate risk NAICS Codes	Not a high or moderate risk NAICS Code	2
3. Number of owned business locations	>5	2 to 5	1	1
4. Are any of the owners PEPs?	From HR Country	From LR Country	No	1
5. Business proximity to our bank offices (Same Organized)	Out of Market	Out of market generally but seasonal proximity	In Our Market	1
6. Customer Demographics (Exp. Outside USA)	International customers in or from high risk areas	International customers NOT in or from high risk areas	Primarily citizens of the USA	1
7. Number of domestic owned offices or agent offices located in US HIDTAs or HIFCAs	>3	1 to 3	0	1
8. List the risk factors of bank services used by the customer in the space provided below. For risk factors not listed, enter the item in the far right column titled "Risk Rating."				

*Currency deposits or withdrawals = 2

*Check deposits = 1

*US currency exchanges = 2

*US wire transfers = 2

*International wire transfers = 3

*International ACH Transactions = 3

*Internet Banking Services = 3

*Internet Banking / Internet gaming and/or content = 3

*Privately-owned ATMs = 3

*Third Party Processor = 3

*Dealer of Guns or Precious Metals = 3

*Non-Profit Charity Organization = 2

*Check cashing = 3

*Issue travelers checks or money orders = 2

*Redeem travelers checks or money orders = 2

*Money Transmitter = 3

Low Risk = 18 or less | Moderate Risk = 16 – 19 | High Risk = 20 or Higher or MSB = ATM Owner

Risk Rating Total: low

Completed By: PE

Date: 4/5/13

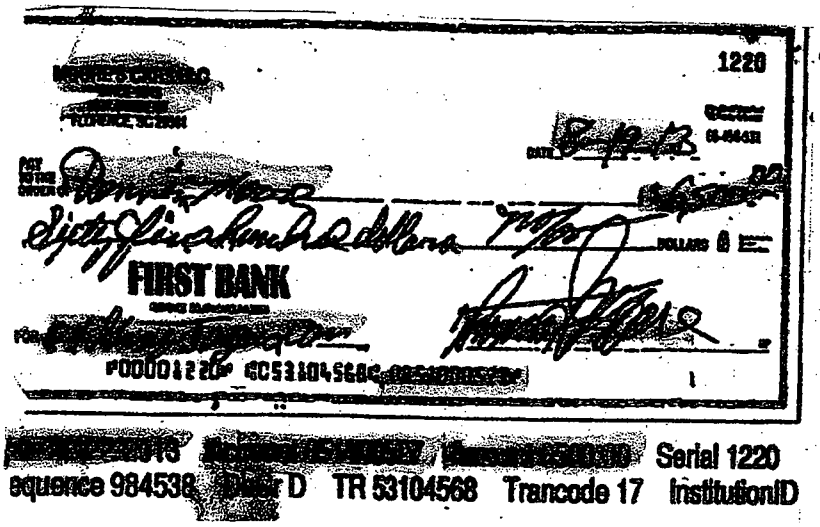
Rev. 3/14/12

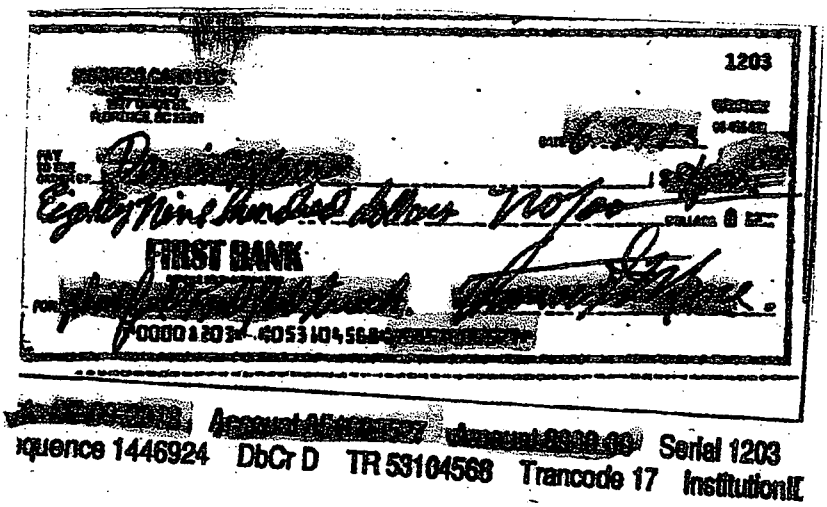
(A) 8-19-13 - $6500.00 - [redacted] was paid Twice for [redacted] Jaguar. This check went through T. G. Moore Acct. NOT The check Tommy Tabor had at Hearing. [redacted] knows about this check in her personal Acct.

(B) 6-24-13 - $8900.00 - [redacted] a Ford Truck. T. G. Moore was suppose to pay the dealership money for all vehicles on check buying vehicles for the requirements to keep records for the S.C.D.M.V. and [redacted] the accountant [redacted] submitted to the I.R.S.

(C) 5-29-13 - $83,815.00 - [redacted] had committed fraud by filling out these 4 W9 forms and applying for titles illegally. He has intentionally committed fraud by selling the vehicle and personally keeping the money when he knew this vehicle suppose to went to Parker

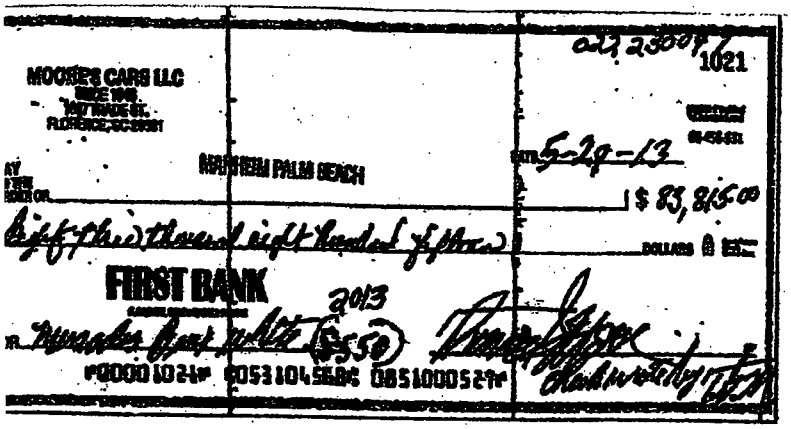
Find out about these checks.

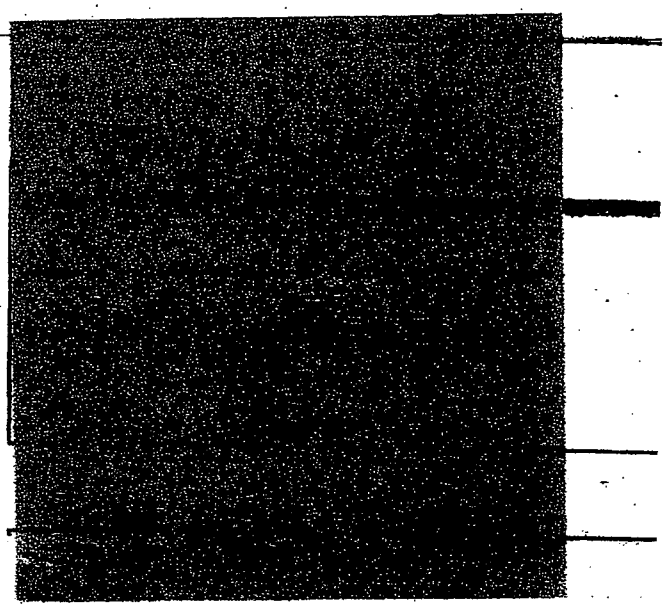


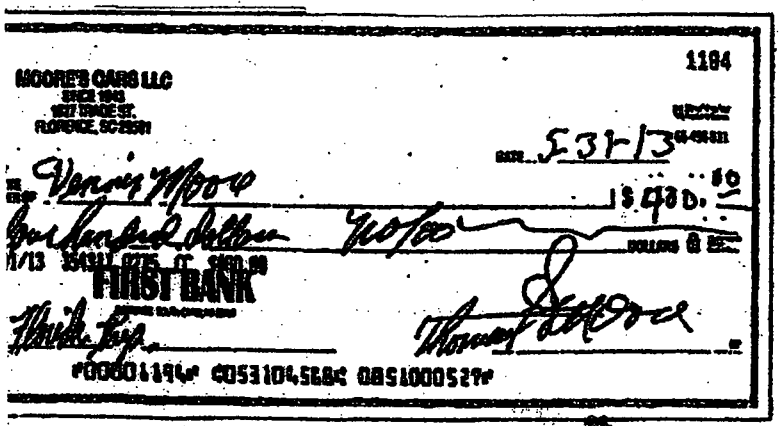


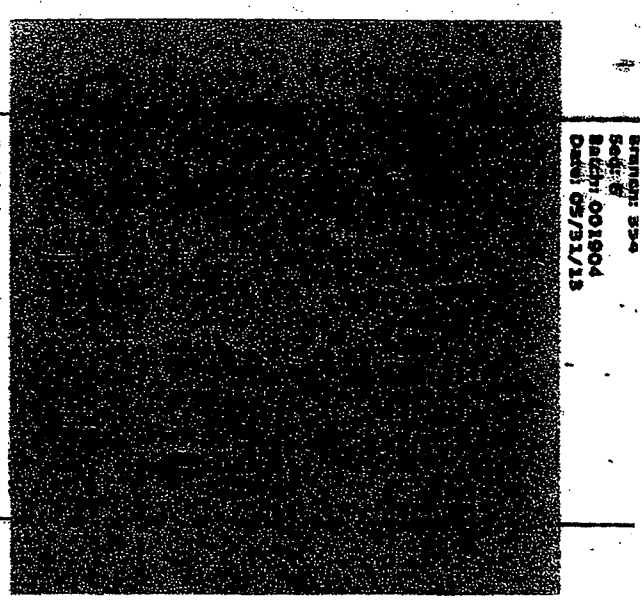
This is the mercedes T.b. Moore owned for his personal car before he passed away. This check was from his Acct. ONLY. His signature at bottom of check - check wrote by T.b.M.

This is the mercedes Penny's claims was give to him.


MOORE'S CARS LLC
1021
5-29-13
$ 83,815.00
FIRST BANK
2013
Mercedes Benz
Chadwick
e 06-05-2013 Account 851000527 Amount 83815.00 Serial 1021
quence 321790 DbCr D TR 53104568 Trancode 17 InstitutionID 67




MOORE'S CARS LLC
1194
5-31-13
Penny Moore
$ 400.00
FIRST BANK
Mercedes
) 06-03-2013 Account 851000527 Amount 400.00 Serial 1194
uence 232674 DbCr D TR 53104568 Trancode 17 InstitutionID 67



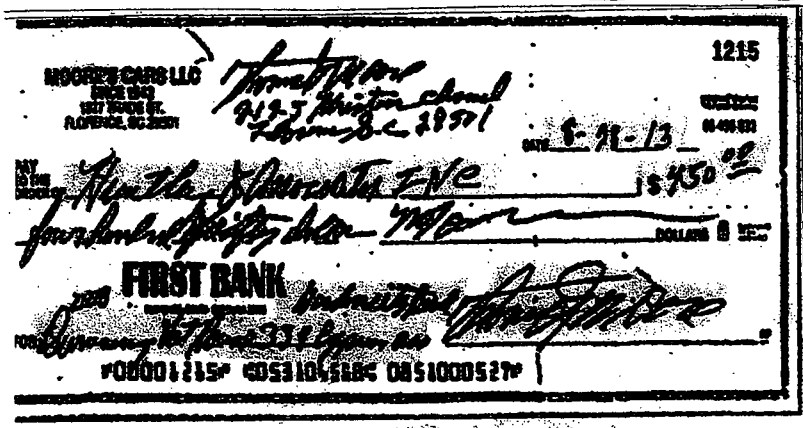
T. G. Moore spent on House 334 Cypress - Penny did not pay $\frac{1}{2}$

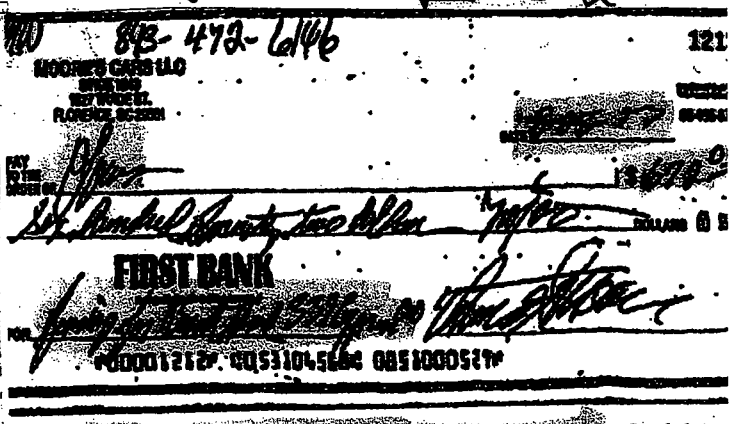
T. G. Moore has paid the total amount from his Acct. - ONLY -
NO checks or deposit slips have been found in T. G. Moores bank Accts where Penny has paid T. G. Moore his $\frac{1}{2}$ on these expenses.

These bills are listed in the - Expense T. G. Moore from this acct. - This list shows T. G. paying ALL of the bills on the Real House 334 Cypress AVE.

8-28-13 $672.00 - Lowes - Fencing - 334 Cypress Ave.
8-28-13 450.00 - Hunter & Assoc. - Surveying 334 Cypress Av
10-10-13 2750.00 - Jerry Bohn - Repairing House 334 Cypress Av
10-22-13 4000.00 - Bryant Austin Real Estate - 334 Cypress Av
10-29-13 408.00 - JTI - Real House Insurance - 334 Cypress Av
$8280.00 Total T. G. spent of his money out of this Acct

Beach House - T.G. owned when he passed away.
T.G. paid these checks from his Acct. #851000527
There are NO CHECKS stating Dennis paid 1/2


1215
MOORE'S CARS LLC
DATE 9-11-13
PAY TO THE ORDER OF Thomas Gibson Jr. Inc $450.00
FIRST BANK
FOR
⑈0000 1215⑈ ⑆053104568⑆ 085 1000527⑈

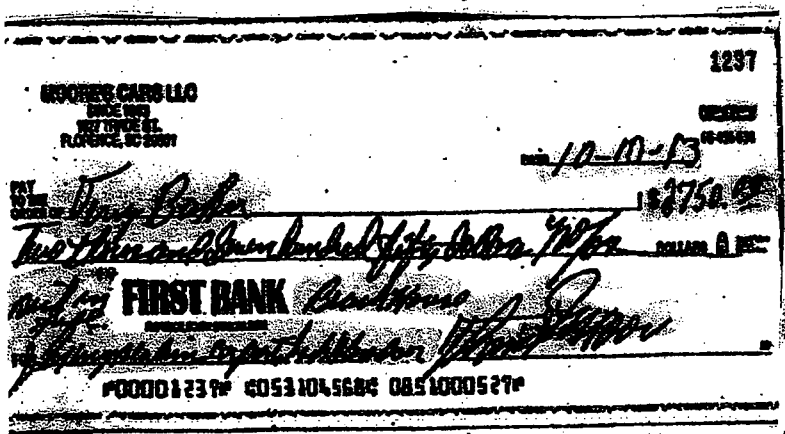

MOORE'S CARS LLC
PAY TO THE ORDER OF
FIRST BANK
FOR

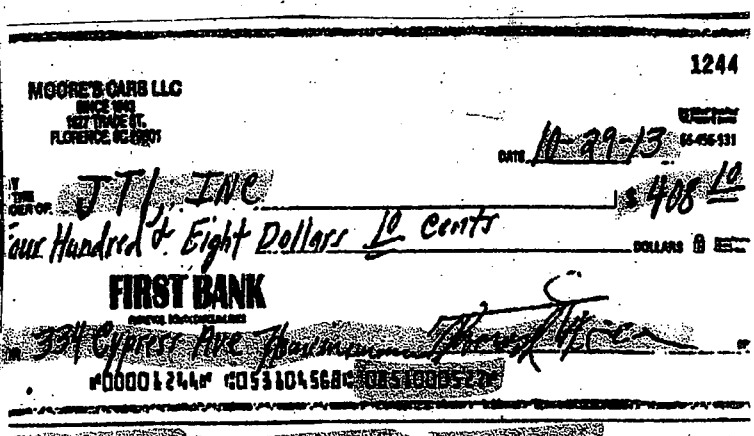
Date 09-09-2013 Account 851000527 Amount 450.00 Serial 1215
Sequence 1275406 DbCr D TR 53104568 Trancode 17 Institution

Date 09-05-2013 Account 851000527 Amount 672.00 Serial 12
Sequence 1387722 DbCr D TR 53104568 Trancode 17 Instit

Check reads - Surveying Lot & House 334 Cypress Garden City Beach

Check reads - fencing for Beach House 334 Cyp


1237
MOORE'S CARS LLC
DATE 10-10-13
PAY TO THE ORDER OF Tony Barber $2750.00
FIRST BANK
FOR
⑈0000 1237⑈ ⑆053104568⑆ 085 1000527⑈


1244
MOORE'S CARS LLC
DATE 10-29-13
PAY TO THE ORDER OF J T's Inc $408.10
Four Hundred & Eight Dollars 10 Cents
FIRST BANK
334 Cypress Ave Hardeeville
⑈0000 1244⑈ ⑆053104568⑆ 085 1000527⑈

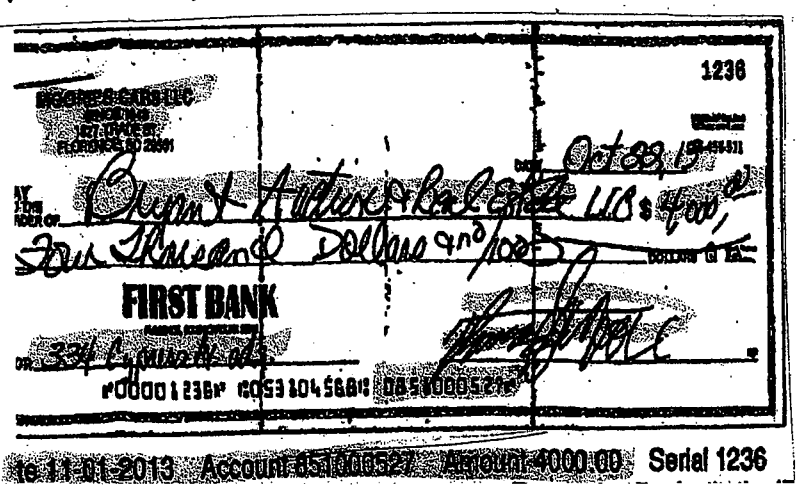
Date 10-10-2013 Account 851000527 Amount 2750.00 Serial 1237
Sequence 817390 DbCr D TR 53104568 Trancode 17 Institution

Date 11-01-2013 Account 851000527 Amount 408.10 Serial 1244
Sequence 1421946 DbCr D TR 53104568 Trancode 17 Institu

Check reads - Paid in full - Beach House Framing siding in carport & Back glass door

Check reads - 334 Cypress Ave House Inc.

Bryant Auction & Real Estate


1236
MOORE'S CARS LLC
DATE Oct 28, 13
PAY TO THE ORDER OF Quinn & Associates Real Estate LLC $4000.00
Four Thousand Dollars and 00/100
FIRST BANK
334 Cypress Ave
⑈0000 1236⑈ ⑆053104568⑆ 085 1000527⑈

Date 11-01-2013 Account 851000527 Amount 4000.00 Serial 1236

Auctioned 334 Cypress Av

Dennis closed this Acct. 3-17-2014

Checking withdrawal - $21,231.05

(1) Did Dennis put this Acct. in Probate?

MOORE'S CARS LLC
2125 KRISTENS CHANNEL
FLORENCE SC 29501-8346

Enclosure Count: 2
Statement Period: December 01, 2013 Thru December 31, 2013 Account Number: 851000527

Account Name	Account Number	Balance
BUSINESS ESSENTIALS	851000527	21,231.05

BUSINESS ESSENTIALS MOORE'S CARS LLC Acct 851000527

	Beginning Balance	12/01/13	21,851.06
	Deposits / Misc Credits	0	.00
	Withdrawals / Misc Debits	2	620.01
**	Ending Balance	12/31/13	21,231.05 **
	Service Charge		.00
	Average Balance		21,731
	Average Collected Balance		21,731
	Minimum Balance		21,231

CHECKS

* Indicates a skip in check numbers

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1254	12/26	453.55	1255	12/26	166.46			

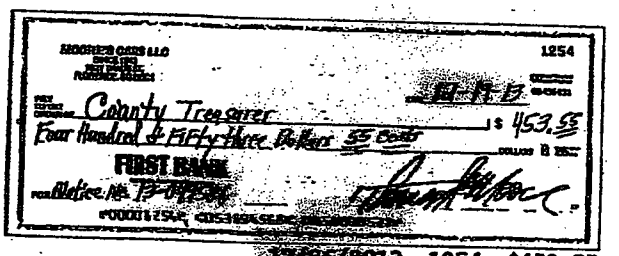
DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
12/26	21,231.05				

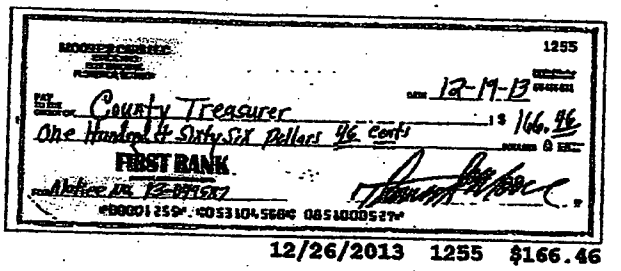
MOORE'S CARS LLC
2125 KRISTENS CHANNEL
FLORENCE SC 29506-8346

Statement Period: December 01, 2013 Thru December 31, 2013

Account Number: 851000527



12/26/2013 1254 $453.55



12/26/2013 1255 $166.46

Close Acct. #851000527

MOORE'S CARS LLC
2125 KRISTENS CHANNEL
FLORENCE SC 29501-8346

Statement Period: January 01, 2014 Thru January 31, 2014 Account Number: 851000527

Account Name	Account Number	Interest Paid In 2013	Balance
BUSINESS ESSENTIALS	851000527	.00	21,231.05

BUSINESS ESSENTIALS MOORE'S CARS LLC Acct 851000527

	Beginning Balance	1/01/14	21,231.05	
	Deposits / Misc Credits	0	.00	
	Withdrawals / Misc Debits	0	.00	
**	Ending Balance	1/31/14	21,231.05	**
	Service Charge		.00	
	Average Balance		21,231	
	Average Collected Balance		21,231	
	Minimum Balance		21,231	

MOORE'S CARS LLC
2125 KRISTENS CHANNEL
FLORENCE SC 29501-8346

Statement Period: February 01, 2014 Thru February 28, 2014 Account Number: 851000527

Account Name	Account Number	Interest Paid In 2013	Balance
BUSINESS ESSENTIALS	851000527	.00	21,231.05

BUSINESS ESSENTIALS MOORE'S CARS LLC Acct 851000527

	Beginning Balance	2/01/14	21,231.05
	Deposits / Misc Credits	0	.00
	Withdrawals / Misc Debits	0	.00
**	Ending Balance	2/28/14	21,231.05 **
	Service Charge		.00
	Average Balance		21,231
	Average Collected Balance		21,231
	Minimum Balance		21,231

MOORE'S CARS LLC
2125 KRISTENS CHANNEL
FLORENCE SC 29501-8346

CLOSING
Enclosure Count: 1

Statement Period: March 01, 2014 Thru March 31, 2014
Account Number: 851000527

Account Name	Account Number	Interest Paid In 2013	Balance
BUSINESS ESSENTIALS	851000527	.00	.00

BUSINESS ESSENTIALS MOORE'S CARS LLC Acct 851000527

	Beginning Balance	3/01/14	21,231.05
	Deposits / Misc Credits	0	.00
	Withdrawals / Misc Debits	1	21,231.05
**	Ending Balance	3/31/14	.00 **
	Service Charge		.00
	Average Balance		19,982
	Average Collected Balance		19,982
	Minimum Balance		0

MISCELLANEOUS DEBITS

Date	Amount	Activity Description
3/17	21,231.05	CLOSING DEBIT

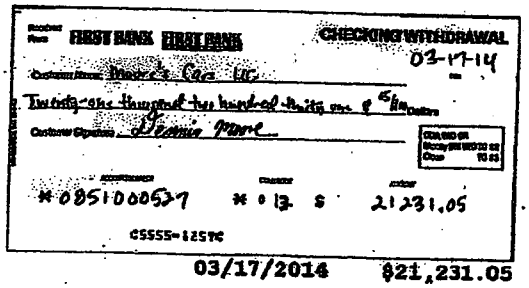
DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
3/17	.00				

MOORE'S CARS LLC
2125 KRISTENS CHANNEL
FLORENCE SC 29501-8346

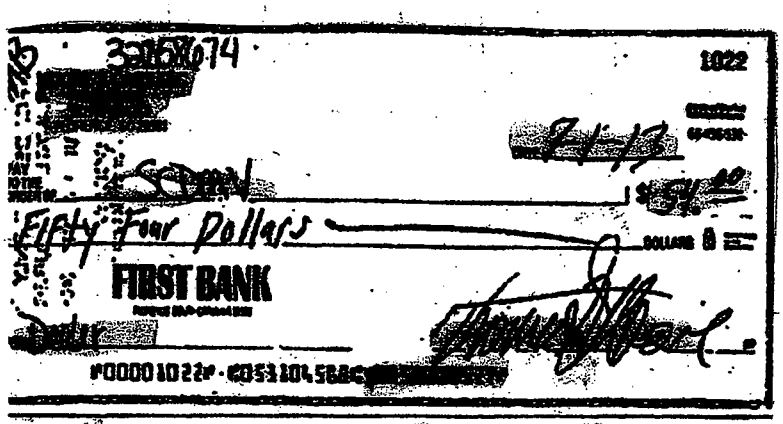
Statement Period: March 01, 2014 Thru March 31, 2014

Account Number: 851000527



03/17/2014 $21,231.05

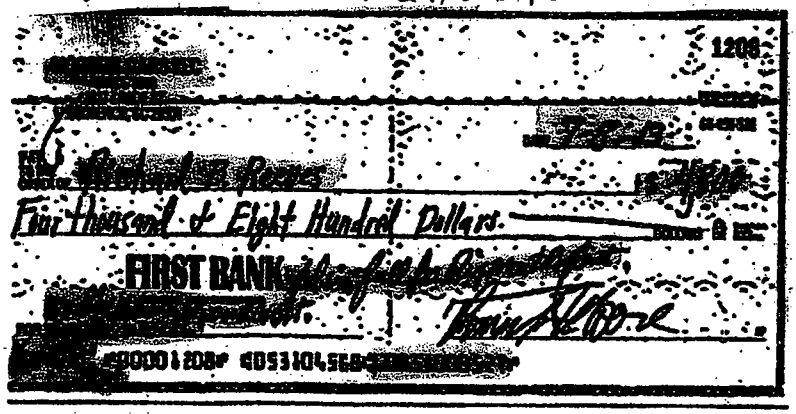
(1)



[redacted] Account [redacted] Amount [redacted] Serial 1022

Check reads - DEALER

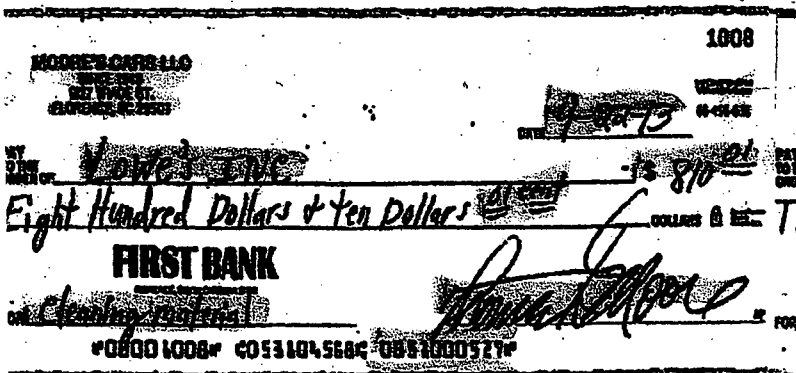
(2)



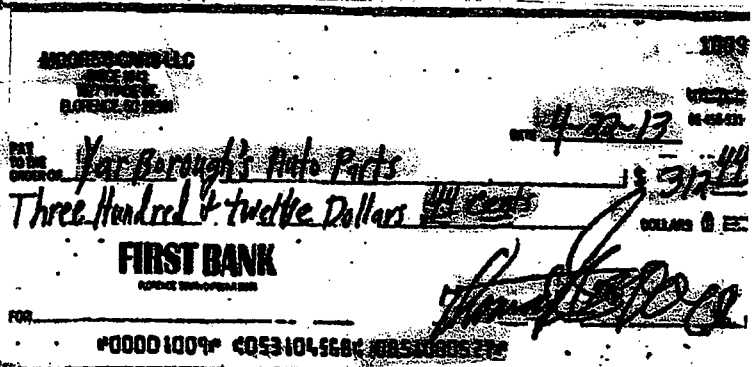
[redacted] Account [redacted] Amount 4800.00 Serial 1208

Check reads - paid in full for six months Rent on Shop Palmetto Street & Lot for Moores Cars LLC. 6 months Rent.

(3)

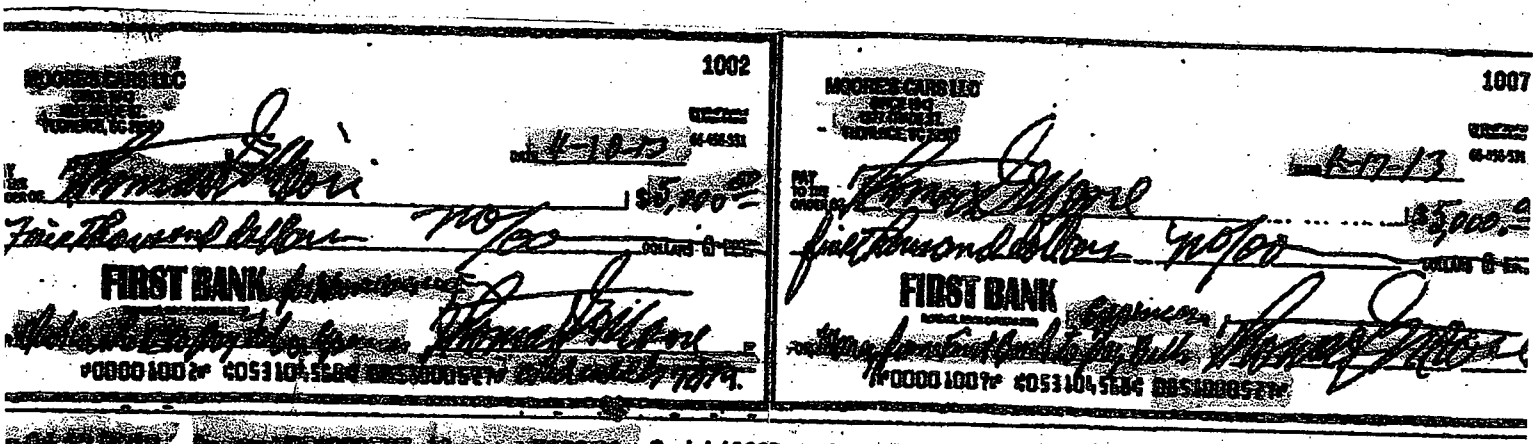


(4)



[redacted] Account 851000527 Amount 810.01 Serial 1008 [redacted] Account 851000527 Amount 312.44 Serial 1009
quence 1020328 DbCr D TR 53104568 Trancode 17 Institution quence 937456 DbCr D TR 53104568 Trancode 17 Institution

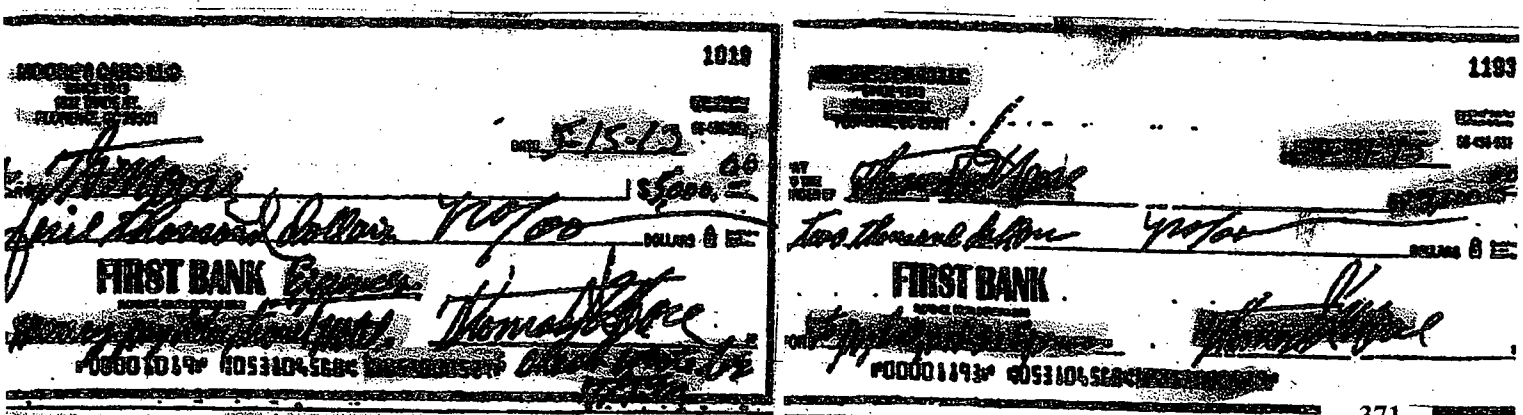
$31,000.00 paid by T.G. Moore from this Acct. for Labor, Bills, travel expense, motels, Car expenses and other expenses for Moores Cars LLC.



04-12-2013 Account 851000527 Amount 5000.00 Serial 1002 Date 04-10-2013 Account 851000527 Amount 5000.00 Serial 100

Check reads - Check CASHED to pay LABOR expenses for Moores Cars LLC $5000.00

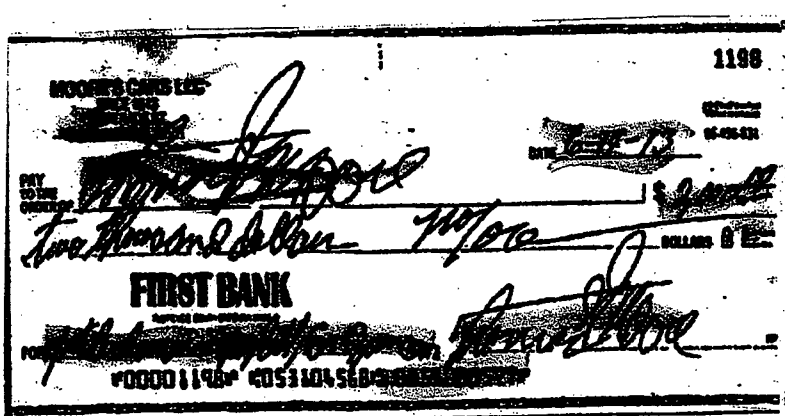
Check reads - money from First Bank to pay Expenses + Bills $5000.00



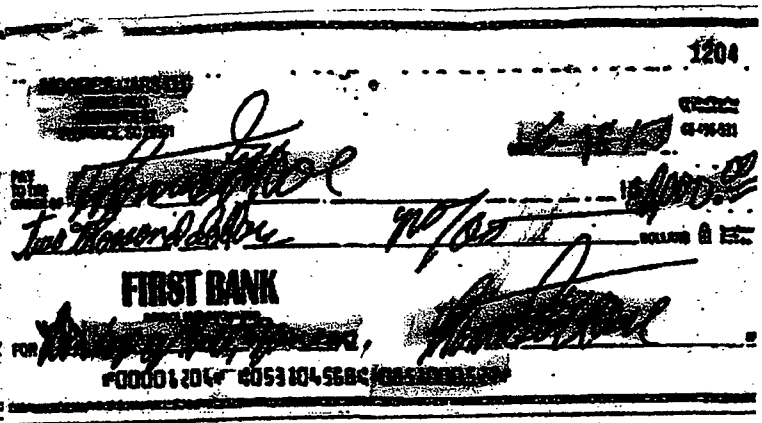
05-15-2013 Account 851000527 Amount 5000.00 Serial 1019 Date 05-08-2013 Account 851000527 Amount 5000.00 Serial 119

Check reads - Expenses - money pay

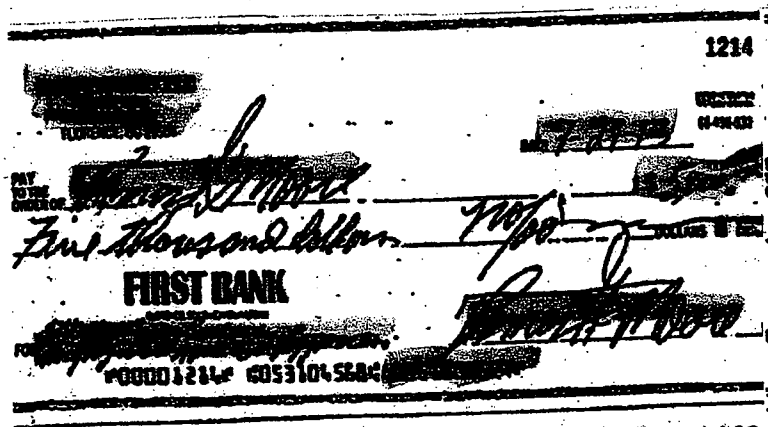
Check reads - to pay bills and


1198
FIRST BANK
Serial 119
Sequence 705726 DbCr D TR 53104568 Trancode 17 Institutio

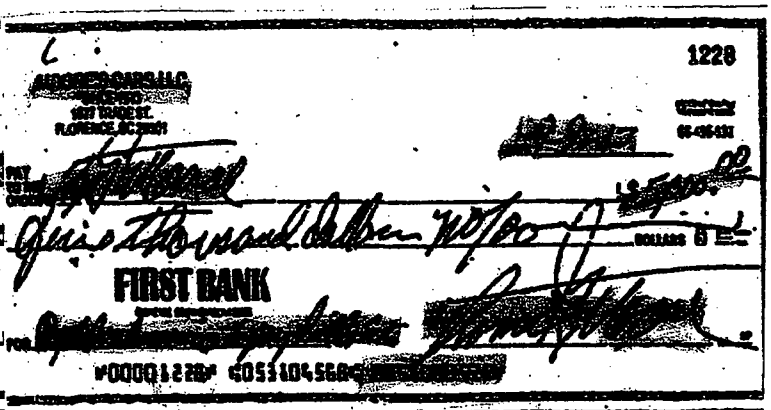
Check reads - put Bank America to pay bills and car Expenses $2000.00


1204
FIRST BANK
ate 07-01 Serial 120
equence 1148746 DbCr D TR 53104568 Trancode 17 Instituti

Check reads - to pay bills + Expens $2000.00


1214
FIRST BANK
Serial 12
equence 63444 DbCr D TR 53104568 Trancode 17 Institutio
mplAcct 0 Branch 0 HPC 90

Check reads - money put Bank America to pay bills, Expenses and Ect. $5000.00


1228
FIRST BANK
Serial 1228
xquence 1624808 DbCr D TR 53104568 Trancode 17 Institutio
mplAcct 0 Branch 0 HPC 90

Check reads - Deposit Bank America to pay bills - Ect. $5000.00

1014

FIRST BANK

Date 05-09-2013 Account 051000527 Amount 1000.00 Serial 1014
Sequence 1222080 DbCr D TR 53104568 Trancode 17 Institution

1211

FIRST BANK

Serial 12
Sequence 7204 DbCr D TR 53104568 Trancode 17 Institution

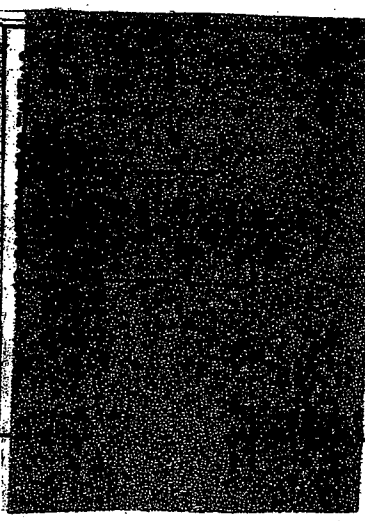
Check reads - ½ Profit on car.

Check reads - ½ Profit on 05 Lincoln navigator - T. G. car

1229

FIRST BANK

Serial 1229
Sequence 668576 DbCr D TR 53104568 Trancode 17 InstitutionID



1230

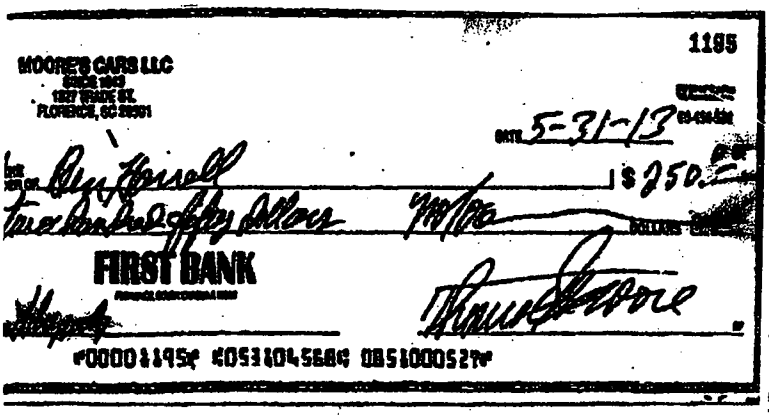
FIRST BANK

Serial 1230

1240

FIRST BANK

Serial 1240


MOORE'S CARS LLC
SINCE 1963
1827 TRADE ST.
FLORENCE, SC 29501

1195

DATE 5-31-13

PAY TO THE ORDER OF Ben Howell — $ 250.00

Two Hundred Fifty Dollars — DOLLARS

FOR Work

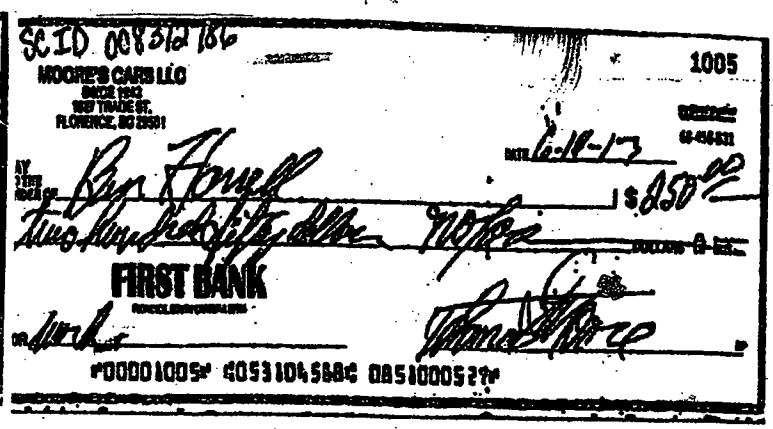
FIRST BANK

Thomas Moore

⑈00001195⑈ ⑆053104568⑆ 085100052⑈

e 05-31-2013 Account 851000527 Amount 250.00 Serial 1195
quence 9917970 DbCr D TR 53104568 Trancode 16 Institution
dAcct 0 Branch 85 HPC 54

Check reads - Labor work.


SCID 008312186

MOORE'S CARS LLC
SINCE 1963
1827 TRADE ST.
FLORENCE, SC 29501

1005

DATE 6-14-13

PAY TO THE ORDER OF Ben Howell — $ 250.00

Two Hundred Fifty Dollars — DOLLARS

FOR Work

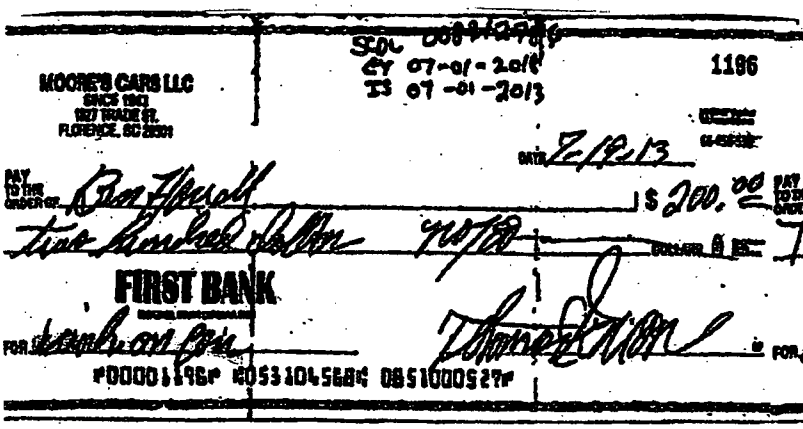
FIRST BANK

Thomas Moore

⑈00001005⑈ ⑆053104568⑆ 085100052⑈

ate 06-14-2013 Account 851000527 Amount 250.00 Serial 1005
quence 9418800 DbCr D TR 53104568 Trancode 16 Institution

Check reads - Work.


MOORE'S CARS LLC
SINCE 1963
1827 TRADE ST.
FLORENCE, SC 29501

SCID 008312186
CY 07-01-2012
FY 07-01-2013

1196

DATE 7-19-13

PAY TO THE ORDER OF Ben Howell — $ 200.00

Two Hundred Dollars — DOLLARS

FOR Labor on Cars

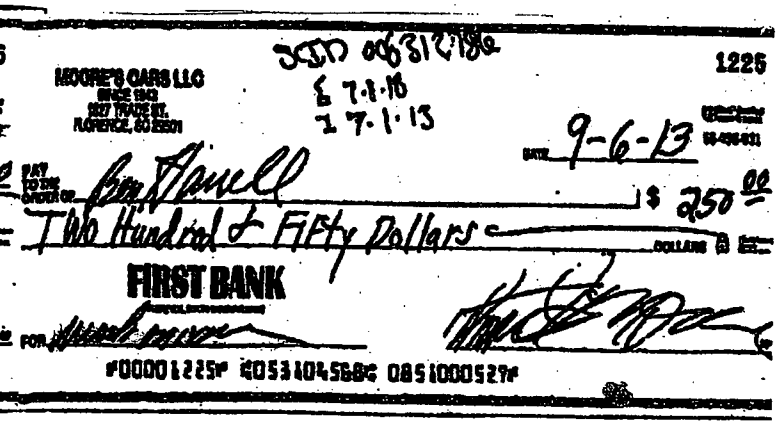
FIRST BANK

Thomas Moore

⑈00001196⑈ ⑆053104568⑆ 085100052⑈

ate 07-19-2013 Account 851000527 Amount 200.00 Serial 1196
quence 9325270 DbCr D TR 53104568 Trancode 16 Institution

Check reads - work on cars.


MOORE'S CARS LLC
SINCE 1963
1827 TRADE ST.
FLORENCE, SC 29501

SCID 008312186
6 7-1-12
7 7-1-13

1225

DATE 9-6-13

PAY TO THE ORDER OF Ben Howell — $ 250.00

Two Hundred Fifty Dollars — DOLLARS

FOR Work on Cars

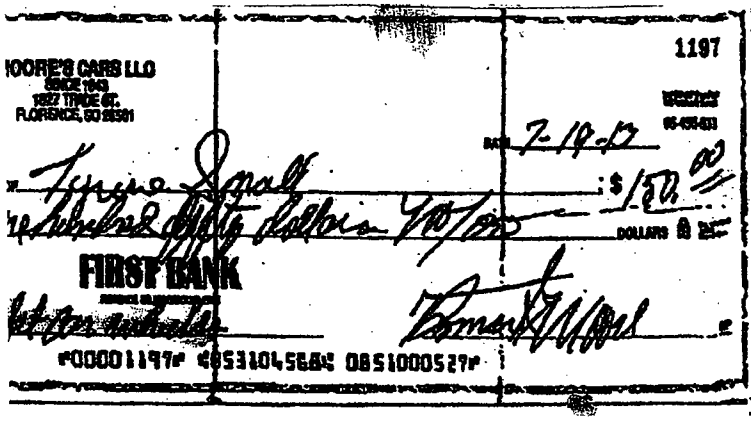
FIRST BANK

Thomas Moore

⑈00001225⑈ ⑆053104568⑆ 085100052⑈

ate 09-06-2013 Account 851000527 Amount 250.00 Serial 1225
quence 9416260 DbCr D TR 53104568 Trancode 16 Institutic

Check reads - work on cars.


MOORE'S CARS LLC
SINCE 1963
1827 TRADE ST.
FLORENCE, SC 29501

1197

DATE 7-19-13

PAY TO THE ORDER OF Tyrone Ingraff — $ 150.00

One Hundred Fifty Dollars — DOLLARS

FOR Labor on Cars

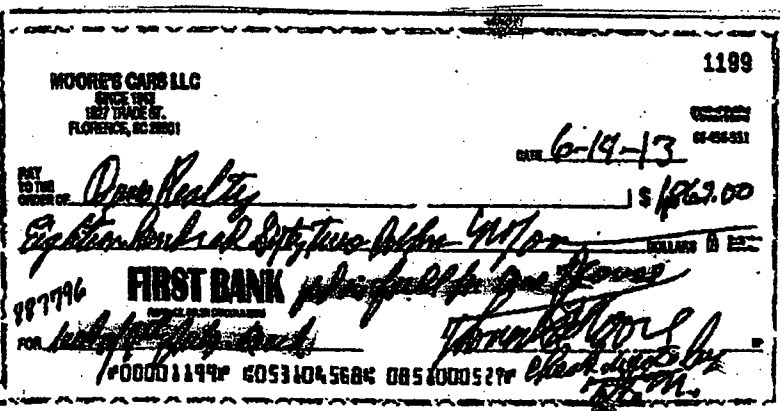
FIRST BANK

Thomas Moore

⑈00001197⑈ ⑆053104568⑆ 085100052⑈

7-22-2013 Account 851000527 Amount 150.00 Serial 1197
nce 1809144 DbCr D TR 53104568 Trancode 17 Institution

Check reads - Labor on cars


MOORE'S CARS LLC
SINCE 1963
1827 TRADE ST.
FLORENCE, SC 29501

1199

DATE 6-19-13

PAY TO THE ORDER OF Dave Realty — $ 1862.00

Eighteen Hundred Sixty Two Dollars — DOLLARS

FOR Labor & Parts

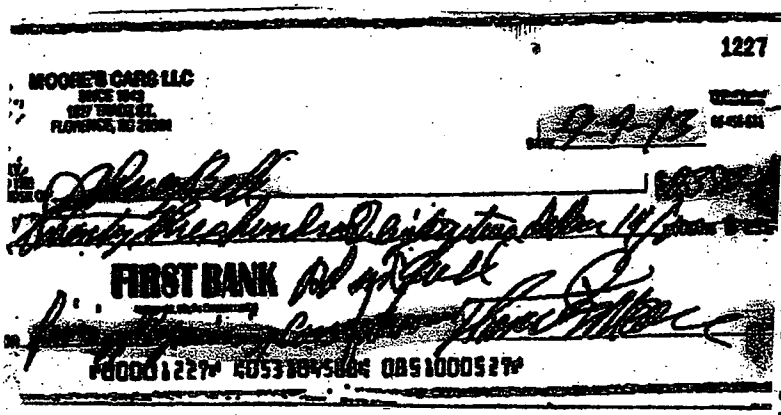
FIRST BANK

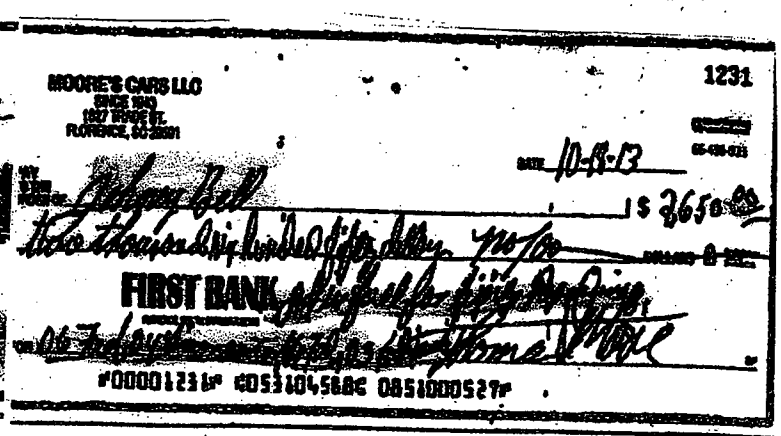
Thomas Moore

⑈00001199⑈ ⑆053104568⑆ 085100052⑈

ate 06-20-2013 Account 851000527 Amount 1862.00 Serial 5100

Check reads - paid in full for labor & parts with the 4th Tube - Rear


1227
MOORE'S CARS LLC
FIRST BANK
#0000 1227# C053104568C 085100052 7#

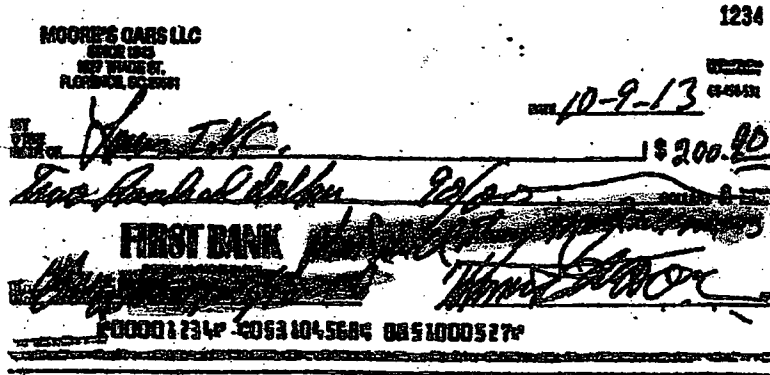

1231
MOORE'S CARS LLC
FIRST BANK
#0000 1231# C053104568C 085100052 7#

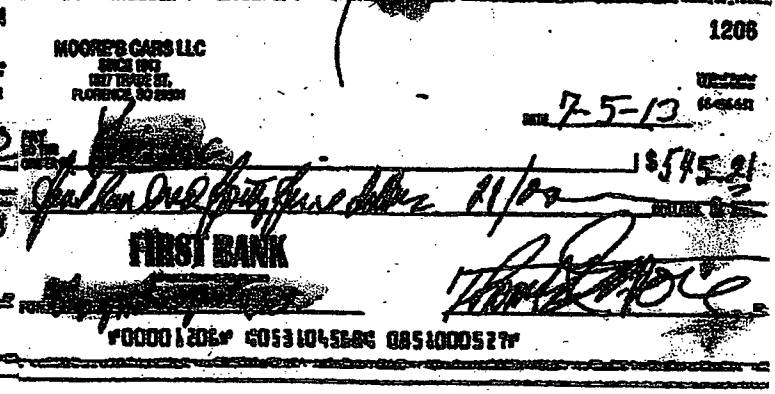
te 09-11-2013 Account 851000527 Amount 2382.14 Serial 122
equence 1601206 DbCr D TR 53104568 Trancode 17 Institutio

Check reads - Paid in full fixing + repairing cars for Moores.

te 10-22-2013 Account 851000527 Amount 2650.00 Serial 1231

Check reads - paid in full for fixing Repairing, 06 Ford, 04 Lincoln, 03 Ford Truck.


1234
MOORE'S CARS LLC
FIRST BANK
#0000 1234# C053104568C 085100052 7#

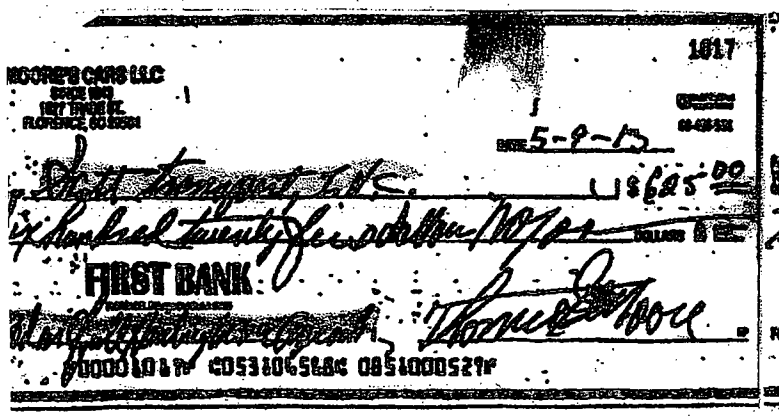

1206
MOORE'S CARS LLC
FIRST BANK
#0000 1206# C053104568C 085100052 7#

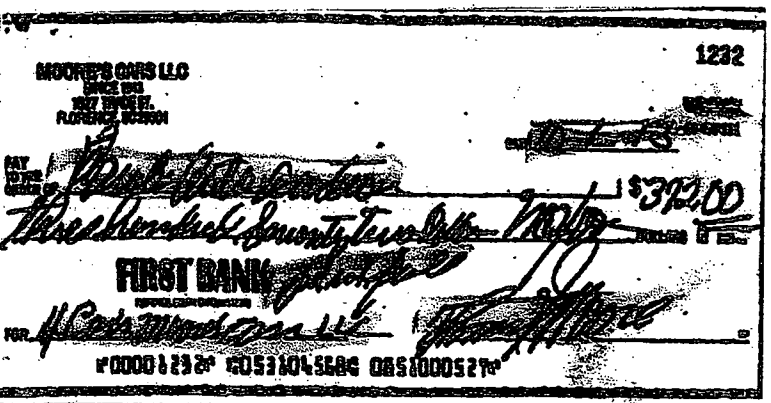
te 10-11-2013 Account 851000527 Amount 200.90 Serial 1234
equence 721228 DbCr D TR 53104568 Trancode 17 Institution

Check reads - paid in full cleaning material for cars

te 07-17-2013 Account 851000527 Amount 545.21 Serial 1206
equence 1703456 DbCr D TR 53104568 Trancode 17 Institutio

Check reads - T.V. order parts, Ect.


1017
MOORE'S CARS LLC
FIRST BANK
#0000 1017# C053104568C 085100052 7#

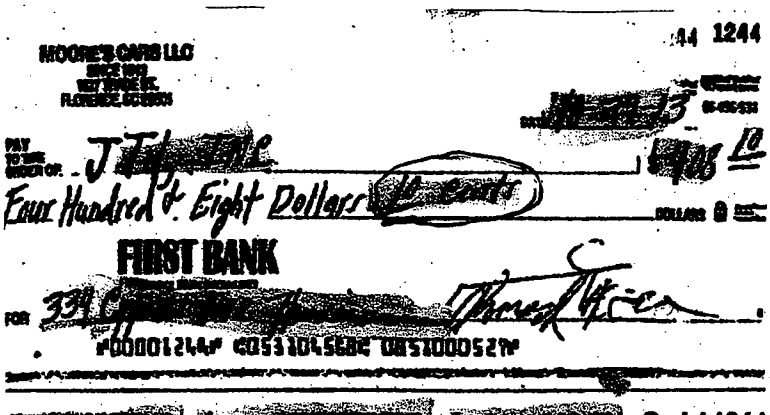

1232
MOORE'S CARS LLC
FIRST BANK
#0000 1232# C053104568C 085100052 7#

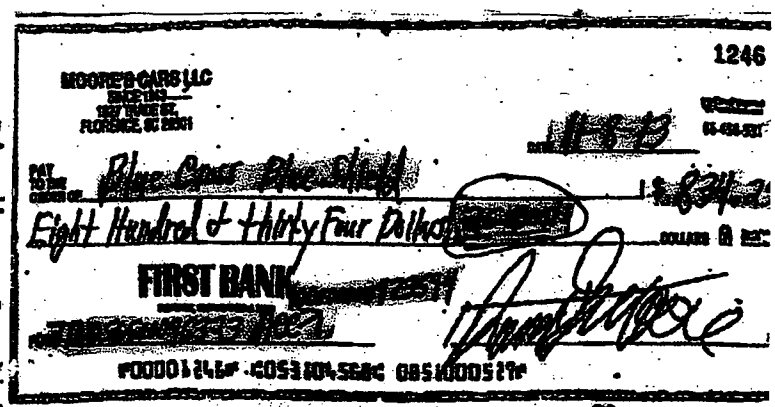
05-22-2013 Account 851000527 Amount 625.00 Serial 1017

Check reads - Paid in full Hauling Cars Aycock

te 10-11-2013 [redacted] Amount 372.00 Serial 1232

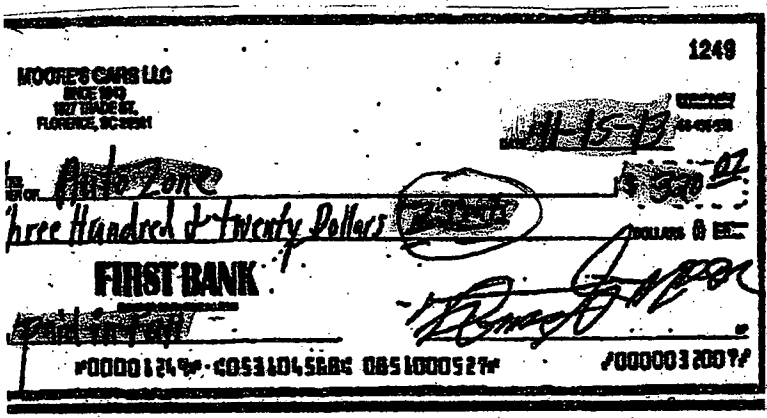
Check reads - paid in full Hauling 4 cars Moores Cars LLC.

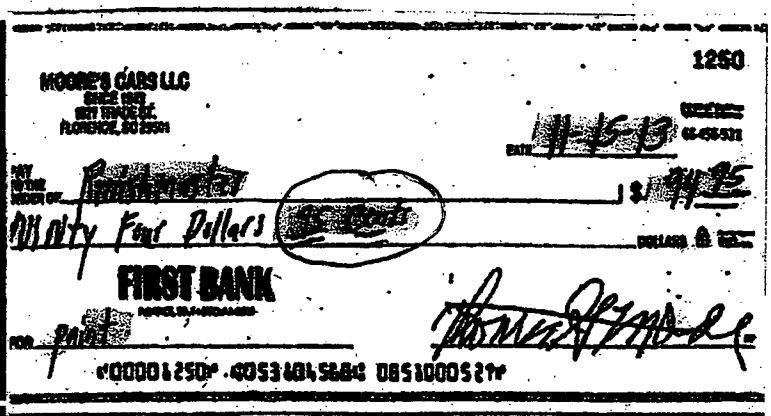

MOORE'S CARS LLC
1244
Four Hundred & Eight Dollars
FIRST BANK
Serial 1244


MOORE'S CARS LLC
1246
Eight Hundred & Thirty Four Dollars
FIRST BANK
Serial 1246

Check reads - 334 Cypress Ave, Homeowners

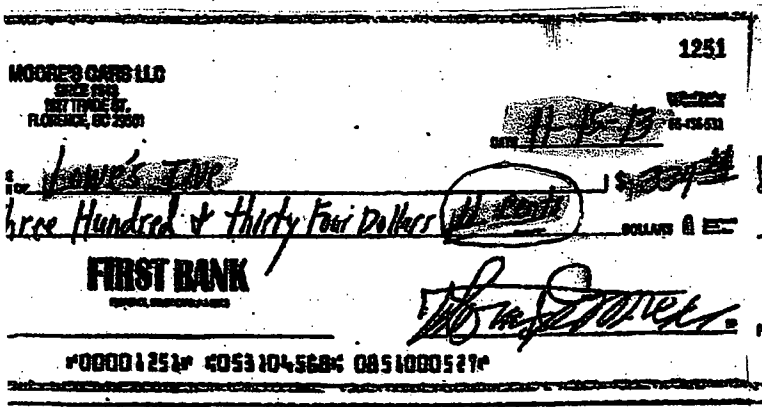
Check reads - Blue Cross Blue Shield

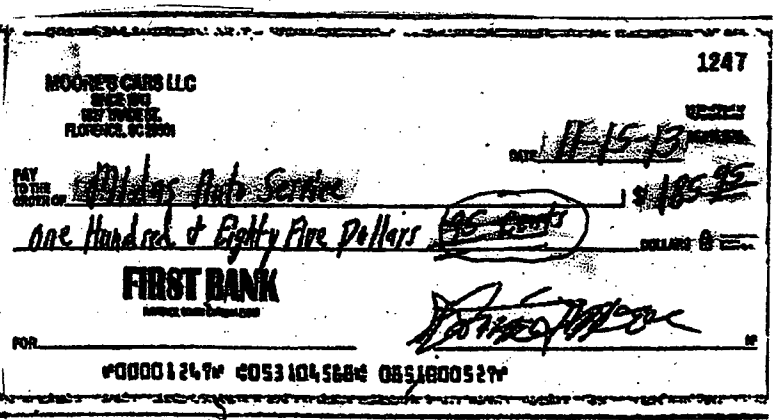

MOORE'S CARS LLC
1249
Three Hundred & Twenty Dollars
FIRST BANK
Serial 1249


MOORE'S CARS LLC
1250
Ninety Four Dollars
FIRST BANK
Serial 1250

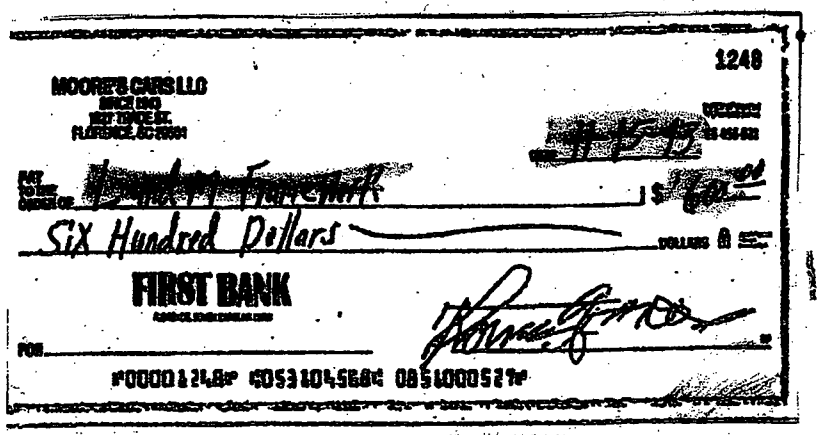
Check reads - paid in full.

Check reads - paint


MOORE'S CARS LLC
1251
Three Hundred & Thirty Four Dollars
FIRST BANK
Serial 1251

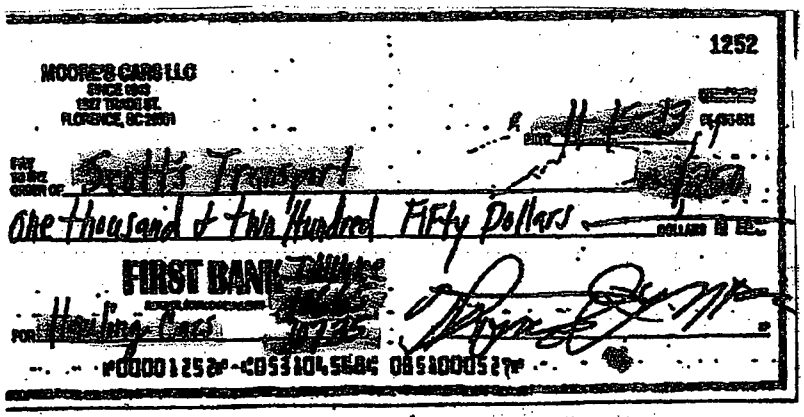

MOORE'S CARS LLC
1247
One Hundred & Eighty Five Dollars
FIRST BANK
Serial 1247

(1)



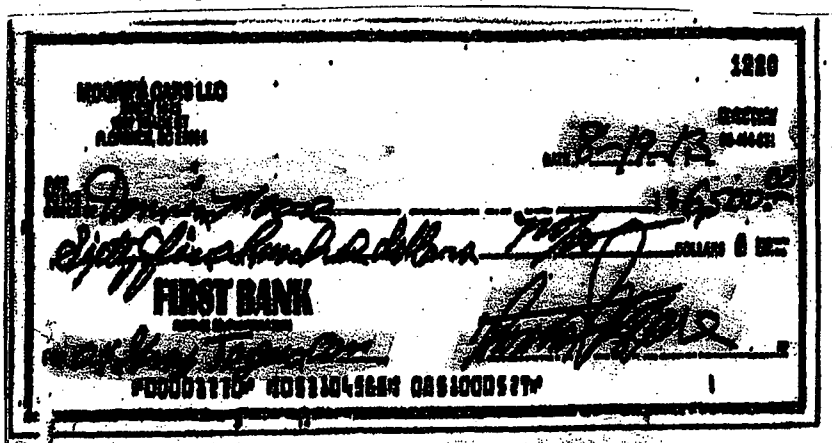
Date 11-25-2013 Account 951000527 Amount 600.00 Serial 1248
Sequence 314346 DbCr D TR 53104568 Trancode 17 InstitutionID

(2)



Date 11-27-2013 Account 951000527 Amount 1250.00 Serial 1252
Sequence 441536 DbCr D TR 53104568 Trancode 17 InstitutionID
mplAcct 0 Branch 0 HPC 90

2nd check from T. G. Moore for 2004 Jaguar



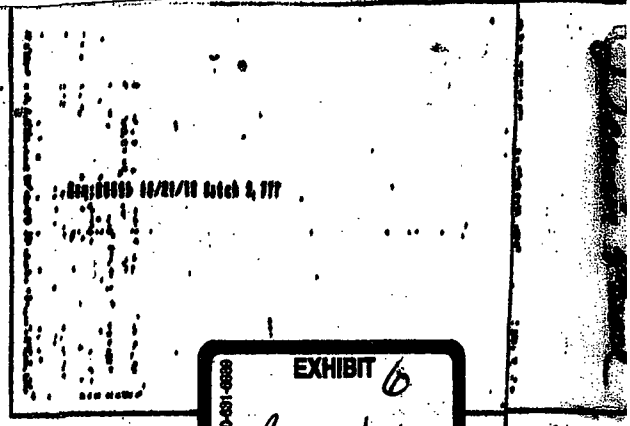
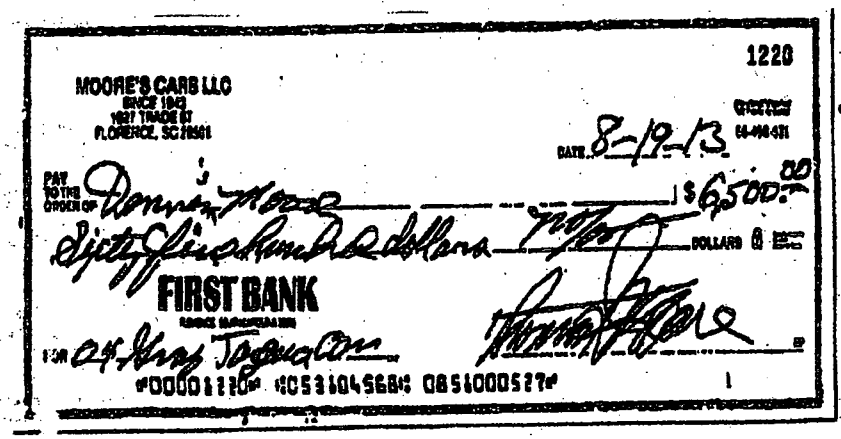


EXHIBIT 6
Respondent's
Phillip Moore

Amount 6000.00 Serial 1220
Sequence 984598 DbCr D TR 83104568 Trancode 17 InstitutionID 67

CHECK reads - 04 Gray Jaguar Car - By T. G. Moore
Because of T. G. Moores Alzeimers he did not know he had wrote 2 checks for this Jaguar - 1 to Tammy Jackson + 1 to Dennis Moore before he passed away. These checks were out of T. G. Moores personal Acct. Dennis has received money twice for this 2004 Jaguar. He was paid this check plus he kept the money when he sold the car after T. G. passed aw



1220

MOORE'S CARS LLC
SINCE 1962
1927 TRADE ST
FLORENCE, SC 29501

DATE 8-19-13

PAY TO THE ORDER OF Donnie Moore $6500.00

Sixty five hundred dollars DOLLARS

FIRST BANK

FOR 04 Mag Tagging

⑆000011220⑆ ⑆053104568⑆ 0851000527⑈

Date 08-22-2013 Account 851000527 Amount 6500.00 Serial 1220
Sequence 984538 DbCr D TR 53104568 Trancode 17 InstitutionID 67

1222

MOORE'S CARS LLC
SINCE 1943
1827 TRADE ST.
FLORENCE, SC 29501

66-456-531

DATE 8-31-13

PAY TO THE ORDER OF Dennis Moore

$ 7,200.00

Seventy two Hundred dollars no/cents DOLLARS

FIRST BANK
FLORENCE, SOUTH CAROLINA

FOR 04 Jaguars Drayton for Tommie Robertson

pd in Full
Dennis Moore
Pd for Jaguars 04 for
Tommie Robertson

⑈0001222⑈ ⑆053104568⑆ 0851000527⑈

EXHIBIT 7
Respondent's
Phillip Moore
PENGAD 800-631-6989

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

IN RE:)

In the Matter of the Estate of)

Thomas G. Moore, deceased.)

RECORD

FILED
2017 JUL 19 AM 11:42
DORIS POULOS CHAVIS
CCCP & GS
FLORENCE COUNTY, SC

The record in the above captioned matter consists of the following:

(1) Appellant's Notice of Intent to Appeal filed December 15, 2016.

(2) Initial Application/Petition (Form 300) to Probate Court in the Matter of Thomas G. Moore dated February 20, 2014.

(3) Petition for Removal of Personal Representative and Substitution of Personal Representative dated April 24, 2014.

(4) Copy of Probate Court Order dated November 28, 2016.

It was upon the evidence and applicable law that I based my Order dated November 28, 2016.

J. Munford Scott, Jr., Judge
Florence County Probate Court

July 13, 2017

Florence, South Carolina

CERTIFIED: A TRUE COPY
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

To: Clerk of Court for Common Pleas, Florence County

From: Probate Court, Florence County

Re: Appeal of Probate Court Order dated November 28, 2016 in the Estate of Thomas T. Moore
Case No. 2014 ES21 00134

Pursuant to Section 62-1-308 of the South Carolina Code of Laws, 1976 as amended, please find enclosed the return to the Court of Common Pleas of the testimony, proceedings and judgement in the referenced case.

J. Munford Scott, Jr.
Probate Judge
Florence County

July 14, 2017

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE)

IN THE MATTER OF:
THOMAS G. MOORE (DECEDENT)
Michael Dennis Moore,

Plaintiff(s)

vs.

Thomas Paul Moore, Francine Laura Lawhon, Linda Kaye Moore, Phillip Frederick Moore,

Defendant(s)

CIVIL ACTION COVERSHEET

2016-CP-21-3062

Submitted By: Norwood D. DuRant, Jr.
Address: P.O. Box 14722, Surfside Beach, SC 29587

SC Bar #: 101723
Telephone #: 843-650-7800
Fax #: 843-650-8090
Other:
E-mail:norwooddurant@lawofficesofdurant.com

FILED
2017 JAN 26 P 1:14
J. KENT LESLIE
CLERK OF COURT
FLORENCE COUNTY, S.C.

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (*Check all that apply*)

**If Action is Judgment/Settlement do not complete*

☐ **JURY TRIAL** demanded in complaint. ☒ **NON-JURY TRIAL** demanded in complaint.
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (*Check One Box Below*)

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ Employment (120)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Other (199)

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)

Previous Notice of Intent Case # 20____-NI-_____-_____
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299)

Torts – Personal Injury
- ☐ Assault/Slander/Libel (300)
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Other (399)

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499)

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599)

Administrative Law/Relief
- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order (850)
- ☐ Other (899)

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Other (799)

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☒ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm. (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999)

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Sexual Predator (510)

CERTIFIED: A TRUE COPY
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

Submitting Party Signature: **Date:** 1/25/2017

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous

THE STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE IN THE CIRCUIT COURT

APPEAL FROM FLORENCE COUNTY
PROBATE COURT

J. Munford Scott, Jr., Probate Judge

CASE NO. 2016-CP-21-3062

IN THE MATTER OF:
THOMAS G. MOORE (Decedent)
Michael Dennis Moore.....Appellant,

v.

Thomas Paul Moore, Francine Laura Lawhon,
Linda Kaye Moore, Phillip Frederick Moore.....Respondents.

STATEMENT OF ISSUES ON APPEAL OF APPELLANT

Norwood DuRant, Jr., Esquire
Law Offices of N. David DuRant
P.O. Box 14722
Surfside Beach, SC 29587
Phone: (843) 650-7800
Fax: (843) 650-8090
Attorney for Appellant

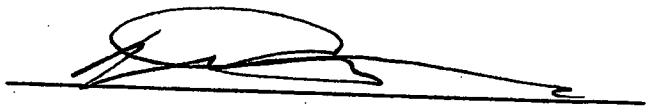
STATEMENT OF ISSUES ON APPEAL

I. **Did the court err in ruling that a separate envelope containing a document with instructions devising a piece of the Testator's estate, should be integrated into the Testator's separate will when the separate document was not connected to the Testator's will, was not referenced in the said will, and was not properly executed according to the laws of the State of South Carolina?**

II. **Did the court err in ruling that the joint tenancy with a right of survivorship between the Testator and the Appellant was defeated at the time of the purchase agreement to sell the property, where only the Appellant signed a contract to sell the joint tenancy property, and the Testator died before the closing of the said property?**

III. **Did the court err in ruling that the Appellant failed to (1) pursue payment for loans made by the Decedent to Tammy Jackson; (2) account for funds received for the repossession and sale of the 2004 Jaguar; and (3) account for loans to Moore's Car LLC; based on the fact that the evidence allowed to be submitted in support of this judgment was untimely brought to the attention of the parties minutes before the hearing began, which in turn prejudiced the Appellant making him unable to provide a proper defense or counter to the improperly submitted evidence?**

Norwood D. DuRant, Jr., Esquire (SCB# 101723)
Post Office Box 14722
Surfside Beach, South Carolina 29587
Telephone: (843) 650-7800
Facsimile: (843) 650-8090
Email: norwooddurant@lawofficesofdurant.com
ATTORNEY FOR APPELLANT

By: 

Norwood D. DuRant, Jr. Esquire

20 16 CP 21 3062

STATE OF SOUTH CAROLINA)
) IN THE CIRCUIT COURT
COUNTY OF FLORENCE)
) Appeal from Probate Court for Florence County
)
IN THE MATTER OF:) CASE NUMBER: 2014-ES-21-00134
THOMAS G. MOORE)
(Decedent))
Michael Dennis Moore)
Appellant(s),) **NOTICE OF INTENT TO APPEAL TO CIRCUIT COURT**
vs.)
Thomas Paul Moore, Francine Laura Lawhon,)
Linda Kaye Moore, Phillip Fredrick Moore)
Respondent(s).)

J. HUNT PATTERSON
JUDGE PROBATE COURT
FLORENCE COUNTY, SC

2016 DEC 15 AM 11:19
FILED

Pursuant to SCPC 62-1-308, Appellant hereby provides his/her/its Notice of Appellant's Intent to Appeal the Order/Sentence/Decree of the Probate Court dated November 28, 2016. Said Order/Sentence/Decree was received by the Appellant or Appellant's counsel on December 12, 2016. A copy of said Final Order is attached.

SWORN to before me this 14th day of Dec., 2016
Notary Public for: South Carolina
My Commission Expires: 5/30/23

Respectfully submitted,

Signature: Michael Dennis Moore
Print Name: Michael Dennis Moore
Address: 2129 Kristens Channel
Florence, SC 29501
Telephone (Work): 843-245-3893
(Home): ____
(Cell): ____
Email: dsmith@smithammonslaw.com
Relationship to Decedent/Estate: Son of Decedent

Attorney: David M. Smith
Address: 516 S. Coit St.
Florence, SC 29501
Telephone: 843-407-1583
Email: dsmith@smithammonslaw.com

2016 DEC 15 AM 11:19
FILED
CONNIE REEL-SHEARIN
CLERK C.P. & G.S.
FLORENCE COUNTY, SC

IMPORTANT:

1. This Notice must be filed with the Probate Court, the Circuit Court, and all parties not in default within ten (10) days after receipt of written notice of the appealed-from order, sentence, or decree of the Probate Court. Parties must comply with requirements set forth in SCPC 62-1-308.

2. This form is not intended for appeals other than appeals to the County Circuit Court. An Appeal to a Court other than the County Circuit Court must follow SCPC 62-1-308(l) and the South Carolina Appellate Court Rules, as applicable.

CERTIFIED: A TRUE COPY
Connie Reel Shearin
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

STATE OF SOUTH CAROLINA)
) IN THE PROBATE COURT
COUNTY OF FLORENCE) CASE NO. 2014-ES-21-00134
)
IN THE MATTER OF THE ESTATE) ORDER
OF: THOMAS G. MOORE)

FILED
2016 NOV 29 PM 2:47
J. MUNFORD SCOTT, JR
JUDGE PROBATE CT
FLORENCE COUNTY, S.C

The Decedent in this matter Thomas G. Moore died on December 20, 2013. He left a will dated September 27, 1999 in which he named his son Michael Dennis Moore as Personal Representative. This will was admitted to probate in the Florence County Probate Court on February 20, 2014 and Michael D. Moore was appointed Personal Representative on that date. The Decedent was survived by three sons, Thomas Paul Moore, Phillip Fredrick Moore and Michael Dennis Moore and two daughters Francine Laura Lawhon and Linda Kaye Moore. The Original Inventory and Appraisement for this Estate was filed on April 24, 2014. On April 8, 2015 the Personal Representative was informed by this Court that nine months has elapsed since his appointment and that it was necessary for him to file an accounting with this Court. A date of April 20, 2015 was set for the Personal Representative to come in with his accounting. The Personal Representative did not respond in any way to the Court.

This matter came before the Court with the consent of all interested parties for a hearing to approve Estate closing documents on December 22, 2015, and subsequently on July 27, 2016. Extensive testimony and documentary evidence was received. A number of matters were raised in these hearings including determining: (1) whether a separate writing found with the Decedent's Last Will and Testament should be integrated into the Will to address issues related to certain real property located in Richland County (here in after the "Church Property"); (2) whether any of the heirs are entitled to an additional one-sixth share of the Estate pursuant to the caretaking clause in the Last Will and Testament of the Decedent; (3) whether the proceeds from

the sale of a Mercedes purchased with the Decedent's money should be included in the value of the Estate; (4) whether the Decedent had a vested interest in a real estate contract for the sale of certain property located on Cypress Avenue in Garden City, South Carolina; (5) whether or not the Personal Representative's commission should be reduced or eliminated due to the Personal Representative's failure to properly marshal and safeguard the assets of the Estate; (6) whether there was cash and jewelry in the safe of the Decadent at the date of his death in excess of that reported by the Personal Representative and (7) whether the value of checks written by the Decedent to the Personal Representative or his business should be added to the Estate. For the reasons set forth below, the Court makes the following findings of fact and conclusions of law.

CHURCH PROPERTY

The first issue here to be decided is whether a separate writing found in a safe belonging to the Decedent with the Decedent's last will, in an envelope bearing the Decedent's business' letterhead should be integrated into and become a part of the Deceased last will and testament. On the front of the envelope, written by hand were the words, "Give to Thomas Paul about Church." The document identified real property owned by the Decedent and included testamentary language bequeathing any interest the Decedent had in the property to his oldest son, Thomas P. Moore. Thomas P. Moore has asserted that the document located with the will of the Decedent, should be integrated into the will as a part of the Last Will and Testament of the Decedent. Thomas P. Moore has asserted that his father intended for him to receive his father's interest in the Church Property because of Thomas P. Moore's longstanding relationship in that church as an assistant pastor.

The doctrine of integration has been utilized by courts across the United States. "The doctrine of integration of two or more writings, executed at different times and in different

forms, as constituting the will of the Decedent is well established."[1] The doctrine's principles have consistently been taught to South Carolina practitioners, even though there is limited case law in South Carolina.[2] The doctrine of integration asserts that a will is a single document that needs to be executed only once regardless of the number of pages.[3] Integration encompasses the determination of what papers, taken together, make up the present will.[4] "The doctrine of integration provides that a separate writing may be integrated into the will if the writing existed when the will or codicil was executed and the testator intended its inclusion."[5]

The South Carolina Court expounded on this principle in *Martin v. Hamlin's Ex'rs.* In finding that two unattached papers found together constituted the Decedent's will, the Court noted that,

> By some possible freak or accident, separate devises and bequests, unconnected by reference or otherwise, might be written on separate slips of paper, and all being present and included in the intention and act of execution, be presented as a single

---

[1] *Estate of Hicks*, 3 Cal. App. 3d 312, 314, 83 Cal. Rptr. 499, 501 (1970); *see also In re Will of Carter*, 565 A.2d 933, 936 (Del. 1989) ("Under the doctrine of integration, a separate writing may be deemed an actual part of the testator's will, thereby merging the two documents into a single instrument."); *In re Estate of Benson*, C7-95-2185, 1996 Minn. App. LEXIS 330, at *4 (Ct. App. Mar. 19, 1996) ("Multiple writings may constitute a single integrated will if the separate writings were present at the time of the will's execution and the testator intended them to function as a single instrument.").

[2] *See* S. ALAN MEDLIN, SOUTH CAROLINA BAR REVIEW, INC. § WILLS 18-19 (Vol. 1. 1999) ("Integration: Papers Constituting the Will. Only Papers Present at Signing. Except for papers incorporated by reference, all papers constituting or comprising the will must be present at the execution of a will, and only one signing is necessary."); ROBERT M. WILLCOX, SOUTH CAROLINA BAR REVIEW, INC. § WILLS 22 (Vol. 2. 2004) ("Integration: All papers present at execution that are intended to be a part of the will are included in the will. It is not necessary that the papers be attached."); Colloquy, BARBRI BAR REVIEW OUTLINE § WILLS (2014) ("All papers present at execution that are intended to be a part of the will are included in the will. They do not have to be attached."). These citations, are to materials provided to individuals sitting for the South Carolina Bar Exam during the years 1999, 2004, and 2014. While review materials for the South Carolina Bar Exam are not governing law, there is no question that Alan Medlin and Dean Robert Willcox are two of this state's preeminent scholars in the area of Wills and Trust law during the last thirty years. There is also no question that these noted scholars, one the present dean of the South Carolina School of Law, have been teaching these principles to all students sitting for the bar exam for at least fifteen years.

[3] Restatement (Third) of Prop.: Integration of Multiple Pages or Writings into a Single Will §3.5 (1999).

[4] Alvin E. Evans, *Incorporation by Reference, Integration, and Non-testamentary Act*, 25 Colum. L. Rev. 879 (1925).

[5] Betsy Dupree-Kyle, Comment, *Michigan Self-Proved Wills: What are they and How do They Work?*, 2000 L. Rev. M.S.U.-D.C.L. 829, 840 (2000); *see also* Alvin E. Evans, *Incorporation by Reference, Integration, and Non-Testamentary Act*, 25 Colum. L. Rev. 879, 888-90 (1925) (requiring all the writings to be physically present at the final execution).

will; and it might be hard for any witness to say which of these slips was and which was not included in the execution.[6]

"Even if the pages or other writings are not physically connected, internal coherence of the provisions raises an inference that the pages or other writings were present at the time of execution and that they were intended to be part of the will."[7]

From an evidentiary and procedural standpoint, "[c]ourts may discern the testator's intent as a matter of law by examining the writings or may consider extrinsic evidence regarding the testator's intent when signing the papers."[8] The law looks to the oneness and completeness of the testamentary intent and scheme as expressed and evidenced by the writings.[9] Unlike the doctrine of incorporation by reference, there need be no reference in one sheet to the contents of another.[10] Rather, it is the intent of the testator which binds them into one cohesive document.[11] Even papers "not physically connected...nor referring to each other, nor connected by internal coherence, but separate and distinct, being independent parts of a will, may be integrated" if they are found together and taken as a whole are properly executed.[12]

When applying this doctrine, courts strictly adhere to the law in effectuating the testator's intent. Under South Carolina law, generally all that is required to properly execute a will is the following: (1) the will must be in writing; (2) signed by the testator; and (3) signed by at least two witnesses.[13] In finding that the doctrine of integration applied, the Court in *Hamlin*, stated

---

[6] *Martin v. Hamlin's Ex'rs*, 35 S.C.L. 188, 4 Strob. 188, 11850 WL 2884, 53 Am. Dec. 673 (1850).
[7] Restatement (Third) of Prop.: Integration of Multiple Pages or Writings into a Single Will §3.5 (1999). *See also* S. ALAN MEDLIN, SOUTH CAROLINA BAR REVIEW, INC. § WILLS 18-19 (Vol. 1. 1999) ("if the papers constituting the will are attached, either physically or connected by sense and continuity, they are presumed to be present at execution").
[8] *In re Estate of Benson*, 1996 Minn. App., *5.
[9] *See Jones v. Haversham*, 63 Ga. 146 (1879); *Re Dake's Will*, 75 A.D. 403, 78 N.Y.S. 29 (1902); *Re Maginn's Estate*, 281 Pa. 514, 127 A. 79 (1924).
[10] Alvin E. Evans, *Incorporation by Reference, Integration, and Non-testamentary Act*, 25 Colum. L. Rev. 879, 890 (1925).
[11] *Id.*
[12] *Id.*
[13] S.C. CODE ANN. §62-2-502 (2014).

that "we cannot add to the requisites of the statute, by requiring indispensably that each sheet of a will, that as a whole has been properly executed, shall be either signed by the testator, tied to the paper upon which the attestation is written, or authenticated by any other formality which the statute has not presented."[14] Importantly, it is a question of fact as to whether or not the documents purported to be the will are in fact the will of the testator, and as such, the findings of fact are conclusive on the issue of what constitutes the testator's will.[15]

Here, while the document was not physically attached to the will, there is an inherent continuity between the two documents. First, the document disposes of the testator's property with language common to any testamentary instrument. The document includes testamentary language clearly indicating intent on the part of the Decedent that this document be part of his Last Will. It states that the Decedent "bequeaths his half INTEREST OR OWNERSHIP to go to Thomas P. Moore" upon the Decedent's death. The specific language chosen alludes to a continuation of the provisions of the will. This letter does not conflict with the provisions of the will, but rather complements it by providing a well-reasoned explanation for bequeathing to one son specific property, not otherwise specifically disposed of by the will.

Second, the document was found in the safe with the will. This evidence was uncontested. The document could have been stored anywhere, but in this instance, the Decedent chose to place it in a secure place where anyone searching for the will would also find the document. This evidences the testator's intent that the will as a whole include the provisions set forth in the document. Being found together and exhibiting internal coherence, an inference is raised that the document was present at the time of execution and that it was intended to be part of the will. No evidence was put forth that the document was not part of the will or that the

[14] *Martin v. Hamlin's Ex'rs*, 35 S.C.L. 188, 4 Strob. 188, 11850 WL 2884, 53 Am. Dec. 673 (1850).
[15] *Goethe v. Browning*, 146 S.C. 7, 143 S.E. 362 (1928).

testator did not intend for it to be part of the will. As such, taken together the documents as a whole bear a oneness and completeness of the Decedent's testamentary intent and scheme. Once integrated into the Decedent's will the document becomes a part of that will and can only be revoked by a subsequent will or codicil.

As such, I find that it was the intent of the Decedent that the document regarding disposition of the Church Property be part of the Decedent's will and should be integrated therein. Therefore, the Personal Representative is ordered to issue a deed of distribution of the Decedent's interest in the Church Property to Thomas P. Moore within ten days of the date of this Order. This disposition is in addition to the one-fifth division of the Estate pursuant to the will.

THE 1/6TH DIVISION PURSUANT TO THE CARETAKING CLAUSE

The cardinal rule of will construction is to determine the intent of the testator as gleaned from the written instrument itself.[16] The primary source for interpretation must be the words used by the testator where they are clear and unambiguous.[17] "[The court] must give [the] words their ordinary, plain meaning unless it is clear the testator intended a different sense, or unless the meaning would lead to an inconsistency with the testator's declared intention."[18]

Significant evidence was presented to the court regarding Dennis Moore's and other individuals' care of the Decedent in his final years. There is no question that Dennis Moore was engaged in significant efforts to care for his father. However, over the years, other family members, as well as other paid employees, also provided care for the Decedent and for his wife in their final years. The will is very specific regarding its requirements for anyone to receive an

[16] *NationsBank of South Carolina v. Greenwood*, 321 S.C. 386, 468 S.E.2d 658 (Ct. App. 1996).
[17] *Wise v. Poston*, 281 S.C. 574, 316 S.E.2d 412 (Ct. App. 1984).
[18] *In re Estate of Fabian*, 326 S.C. 349, 353, 483 S.E.2d 474, 476 (Ct. App. 1997).

additional one-sixth share of the estate for taking care of the Decedent. The language of the will states

> I will ask, if it is possible, for one of my children and/or grandchildren to *come in and live in my home and take care of me* in my old age...whoever does so until I am deceased, will at the time of my death receive 1/6 of all of my estate which I have at the time of my death. This bequest represents 1/6 of my estate which is to be shared equally with a 1/6 bequest to my other five children. In the event none of the children or grandchildren are able to take care of me in such a manner, then I will request that my son, Dennis Moore, the Personal Representative of the estate, to hire someone to keep my home and look after me and be paid a reasonable amount weekly from what is identified as estate funds and this will eliminate the six way division of my estate.[19]

Dennis Moore fails to meet those requirements, as do all other children and grandchildren of the Decedent. The evidence is undisputed that Dennis Moore never lived in the Decedent's home, as required by the plain language of the will and I so find. Further, as described in the will, Dennis Moore and the Decedent hired Tammy Jackson and Elizabeth Little to stay with the Decedent for significant amounts of time and paid them for their services. It is also undisputed that Dennis Moore was paid for a significant portion of the time he spent with his father. Under the terms of the will, hiring such help eliminates the six way division of the estate. While Dennis Moore, and other individuals, did in fact expend significant time taking care of the Decedent, under a plain construction of the terms of the will, the requirements set forth in the will, which would provide for a six-way division of the estate, are not satisfied. As such, it is ordered that the six-way provision is of no effect and that the estate should be divided five ways with each child taking a one-fifth portion of the Decedent's estate, subject to the remaining findings of this order.

[19] Decedent's Last Testament and Will; emphasis added.

MERCEDES

The evidence presented showed that Dennis Moore, the Personal Representative, converted to his own use, cash funds belonging to Thomas P. Moore just before his death. Dennis Moore physically conducted a transaction to purchase a Mercedes automobile using one of the Decedent's personal checks. Subsequently, title to the Mercedes was put into Dennis Moore's name individually using DMV forms prepared by Dennis Moore. Dennis Moore then sold the vehicle; however the Estate has yet to realize any proceeds from the sale of the Mercedes, which was paid for using the Decedent's funds. There was no satisfactory evidence presented that the Mercedes was a gift to Dennis Moore.

A constructive trust is a means by which the court may compel the conveyance of a property interest from one who holds the title unfairly to another to whom it rightly belongs.[20] "A constructive trust arises when the circumstances under which property was acquired make it inequitable that it should be retained by the one holding legal title."[21] "A constructive trust arises entirely by operation of law without reference to any actual or supposed intentions of creating a trust."[22] A constructive trust may be imposed when "...one who by fraud, actual or constructive, by duress or abuse of confidence, by commission of a wrong or by any form of unconscionable conduct, artifice, concealment, or questionable means and against good conscience, either has obtained or holds the right to property which he ought not in equity and good conscience hold and enjoy."[23]

---

[20] *See Chapman v. Citizens & S. Nat'l Bank of S.C.*, 302 S.C. 469, 395 S.E.2d 446 (1990).
[21] *Halbersberg v. Berry*, 302 S.C. 97, 106, 394 S.E.2d 7, 13 (Ct. App. 1990).
[22] *Chapman*, 302 S.C. 469, 480, 395 S.E.2d 446, 453 (Ct. App. 1990).
[23] *Halbersberg*, 302 S.C. at 106, 394 S.E.2d at 13 (Ct. App. 1990).

"The abuse of a confidential relationship is recognized by our Supreme Court as the basis of the imposition of a constructive trust by a court of equity."[24] Notably, a fiduciary relationship exists between each heir or beneficiary of a Decedent's estate and the Personal Representative.[25] "In these and like cases, the law, in order to prevent undue advantage from the unlimited confidence or sense of duty which the relation naturally creates, requires the utmost degree of good faith in all transactions between parties."[26] Actual fraud is not required to establish a constructive trust.[27] In the context of constructive trusts, "fraud" means generally reprehensible conduct rather than a misrepresentation of fact.[28]

To impose a constructive trust, it is not necessary to establish legal wrongdoing or a wrongful or malicious intent on the part of the unjustly enriched party.[29] "Rather, the touchstone for imposition of a constructive trust is injustice or unfairness, which may take the form or be the product of fraud (actual or constructive), abuse of a fiduciary or confidential relationship, undue influence, or unjust enrichment."[30] "[T]he constructive trust is a fluid, flexible device which may be employed to remedy many different types of injustice."[31]

A confidential relationship existed between Dennis Moore and the beneficiaries of the Decedent's estate because of his position as Personal Representative. The evidence was clear that funds belonging to the Decedent purchased the Mercedes at issue. There was great debate at the hearing over the use of the term "bought," as to whether that meant who was physically at an

---

[24] *Chapman*, 302 S.C. at 479, 395 S.E.2d at 453 (Ct. App. 1990).
[25] *Ex Parte Wheeler v. Estate of Green*, 381 S.C. 548, 673 S.E.2d 836 (2009); *see also* S.C. CODE ANN. §62-3-703 (2016).
[26] *Chapman*, 302 S.C. at 476, 395 S.E.2d at 450 (Ct. App. 1990).
[27] *Smith v. S.C. Ret. Sys.*, 336 S.C. 505, 529, 520 S.E.2d 339, 352 (Ct. App. 1999).
[28] *Chapman*, 302 S.C. at 479, 395 S.E.2d at 452 (Ct. App. 1990).
[29] *See Sharp v. Kosmalski*, 40 N.Y.2d 119, 121, 351 N.E.2d721 (1976) (holding a constructive trust was appropriate to remedy the unfair outcome despite the fact that the property transferred was a gift from the plaintiff and there was no evidence of fraud or a promise on the part of the defendant).
[30] *Brown v. Brown*, 152 S.W.3d 911, 918 (Mo. Ct. App. 2005); *See also Chapman*, 302 S.C. at 479, 395 S.E.2d at 446 (Ct. App. 1990) (Abuse of a confidential relationship is recognized as a basis for imposition of constructive trusts by courts of equity).
[31] *Brown*, 152 S.W.3d at 918 (Mo. Ct. App. 2005).

auction or whose funds actually paid for the transaction. However, it is undisputed that the funds involved in the transaction originated with the Decedent. It is also undisputed that the title to the vehicle, through several successive documents, filed with the South Carolina Department of Motor Vehicles, methodically transferred title into the name of Dennis Moore, individually. Dennis Moore subsequently sold the Mercedes for $63,000.00. Because the funds purchasing the vehicle belonged to the Decedent, such a transfer to Dennis Moore either had to be a gift from the Decedent or Dennis Moore took the vehicle improperly. No sufficient evidence has ever been presented that this transaction was a gift. Thus, Dennis Moore violated his fiduciary duty, abused his confidential relationship, and was unjustly enriched when he used funds out of the Estate of the Decedent to purchase the Mercedes for himself. Therefore, the Estate has a right to the proceeds of the sale, which have been held by Dennis Moore in a constructive trust.

(10)

I find that the Personal Representative used the Decedent's funds to purchase the Mercedes, ultimately titled in his own name. The Personal Representative was unjustly enriched. For these reasons, this Court imposes a constructive trust on the proceeds of the sale of the Mercedes in favor of the Estate. It is ordered that the $63,000.00 value of the Mercedes at issue be paid by the Personal Representative into the Estate and should be added to the funds held in trust by Porter Stewart within ten days of the date of this order.

CYPRESS AVENUE HOUSE

The Decedent and Personal Representative Dennis Moore owned the property located on Cypress Avenue in Garden City as joint tenants with right-of-survivorship. This property was purchased long before the Decedent's death. The evidence is undisputed that a contract to sell this property for $324,500 was entered into in November 2013, well before the death of the Decedent. The actual closing occurred December 27, 2013, seven days after the Decedent's

death. There was no debt on the property and Dennis Moore received all of the proceeds. Throughout the process, Dennis Moore represented himself as being the one entitled to the proceeds. He did not report the property or proceeds on the inventory.

In South Carolina, an interest in real property is effectively encumbered to a third party or parties, if all the joint tenants who own said real property in joint tenancy join in an encumbrance.[32] The South Carolina Court of Appeals expounded on this statute in *South Carolina Federal Savings Bank v. San-a-Bel Corporation*. There the Court held that a purchaser under an executory contract for the purchase and sale of real property has an equitable lien on the property in the amount paid for the purchase price. This equitable interest arises from payment of money and does not depend on purchaser's taking possession of real estate.[33]

In this case, the sales contract entered into prior to the Decedent's death simultaneously encumbered the property entitling the purchaser to possession of the property upon payment of the agreed price and entitling the Decedent to one-half of the proceeds of the closing. The Decedent's right to the proceeds from the sale of the property arose long before the Decedent's death. The fact that the Decedent's signature was not listed on the closing documents, due to his death, did not nullify his right to proceeds from the sale of the property. Similarly, Dennis Moore's testimony that the deed was not prepared prior to the Decedent's death, does not invalidate the Decedent's rights to the proceeds. Neither of these factors nullifies the binding nature of the prior sales contract.

I find that the joint tenancy with rights of survivorship was effectively defeated by the contract of sale on this property. I find that under South Carolina Code §27-7-40 the parties had jointly encumbered their interest in the real estate and effectively created a lien against the

[32] S.C. CODE ANN. §27-7-40 (2016).
[33] *See South Carolina Federal Savings Bank v. San-A-Bel Corporation*, 413 S.E. 2d 852, 307 S.C. 76 (Ct. App. 1992).

property in favor of the purchaser by entering into an enforceable contract to purchase.[34] As such, the Decedent's estate is entitled to one-half of the proceeds because the contract had been entered into and was simply waiting for the closing to be completed at the time of death.

Dennis Moore is ordered to pay $162,500.00 (reduced by one-half of any documented closing costs of the seller) to the estate to be distributed to the beneficiaries, pursuant to the will. The funds should be paid to Porter Stewart's trust account within ten days of the date of this order.

PERSONAL REPRESENTATIVE COMMISSION

(12)

South Carolina Code Section 62-3-719(a) provides:

> Unless otherwise approved by the court for extraordinary services, a personal representative shall receive for his care in the execution of his duties a sum from the probate estate funds not to exceed five percent of the appraised value of the personal property of the probate estate plus the sales proceeds of real property of the probate estate received on sales directed or authorized by will or by proper court order, except upon sales to the personal representative as purchaser. The minimum commission payable is fifty dollars, regardless of the value of the personal property of the estate.

The five percent commission for personal representatives is not a fixed amount rather it is a maximum commission. The only fixed commission is the $50 minimum commission provided by the statute. The amount of commissions due to a personal representative is within the discretion of the probate court based on the care in the execution of his duties demonstrated by the personal representative.

Throughout the probate of the Decedent's estate, the beneficiaries repeatedly requested bank checks and statements, bank records, bank statements of the estate account, and other financial records of the estate and Decedent. The Personal Representative, Dennis Moore, informed the beneficiaries that they would need to get a lawyer if they wanted any of the

[34] *Id.*

requested records. Two of the beneficiaries did in fact retain attorneys. The Personal Representative has caused disputes that required court intervention. Additionally, there was undisputed testimony that the Personal Representative neglected to list or collect two debts owed to Decedent's estate.

Finally, it is undisputed that the Personal Representative failed to carry out orders of the court costing the beneficiaries substantial sums in attorneys' fees to enforce the court orders. The Personal Representative failed to provide the beneficiaries with a list of all personal property in the estate, in direct violation of a court order to do so. As a result, the beneficiaries had to create the list themselves. Additionally, the Personal Representative himself testified that he failed to provide the beneficiaries with bank statements, which was mandated in a court order. The beneficiaries had to hire attorneys to subpoena those records. The Personal Representative has made a claim for a full commission of five percent.

Pursuant to the South Carolina Code, "a Personal Representative is a fiduciary who shall observe the standards of care described by Section 62-7-804."[35] The duties of the Personal Representative include: (1) a duty to settle and distribute the estate of the Decedent in accordance with the terms of a probated and effective will and this code, and (2) to do so as expeditiously and efficiently as is consistent with the best interests of the estate.[36] The Personal representative must use the authority conferred upon him by the South Carolina Code, the terms of the Decedent's will, and any court order for the best interests of successors to the estate. [37]

This Court finds that the Personal Representative was derelict in his duties of notifying heirs and carrying out orders of this court, and in timely fulfilling the statutory requirements of that office.

---

[35] S.C. CODE ANN. § 62-3-703 (2016).
[36] *Id.*
[37] *Id.*

The Personal Representative's commission is reduced to $50 due to the Personal Representative's failure to properly marshal and safeguard the assets of the estate, failure to inform beneficiaries of various requested information, failure to provide bank statements as needed, failure to collect on two outstanding loans of the estate, failure to properly account for personal property as directed by the court, and for causing disputes and necessitating enforcement of court orders. The attorneys for Thomas P. Moore and Philip Moore submitted affidavits of their legal fees for services rendered to complete certain tasks that the Personal Representative should have completed. As such, those should have been estate expenses. Porter Stewart shall issue checks from the Estate funds in his trust account to the attorney for Thomas P. Moore for $2,774.50 and the attorney for Philip Moore for $3,042.02. These amounts shall be paid within ten days of the date of this order and before the division of the estate into five shares.

CASH IN SAFE

The Personal Representative of the estate testified that the amount of cash in the safe at the time of the Decedent's death was approximately fourteen thousand dollars and no/100 ($14,000.00). This is the same amount reported when the Personal Representative was first appointed. The Personal Representative stated that $5,618.65 was used to pay estate related expenses, leaving $8,381.35 to be deposited in the estate. Testimony by the Personal Representative was that instead of only depositing the $8,381.35, he deposited an even $8,400 into the estate's account.

Petitioners testified that at the time of Decedent's death, there had to be more cash in the safe, because while Decedent was still alive they had each seen what appeared to be more cash in the safe than fourteen thousand dollars and no/100 ($14,000.00). Petitioner Phillip Moore also testified that his view of the contents occurred when the safe was opened by the Decedent,

between March and May of 2012, least one (1) year and seven (7) months before the Decedent's death. Petitioner Thomas Moore stated on the recorded that there appeared to be more than $14,000.00 in the safe but did not know exactly how much was in the safe.

Testimony was also heard stating that a money bag with an accounting of more than twenty five thousand dollars and no/100 ($25,000.00) cash was in the safe. This accounting was done by the Decedent at some point before his death. It is impossible for the Court to be certain that the amount listed on the money bag was still in the safe at the time of the Decedent's death. Finally, the Court is unable to be certain that any other individual who had access to the home did not remove cash from the safe prior to the Personal Representative retrieving and accounting of the items in the safe.

(15)

Generally, in order for damages to be recoverable, evidence should be such as to enable court or jury to determine the amount thereof with reasonable certainty or accuracy.[38] Neither the existence, causation, nor amount of damages can be left to conjecture, guess, or speculation.[39] No sufficient proof has been provided to show how much, if any additional cash was in the Decedent's safe above the amount specified by the Personable Representative. The testimony and evidence submitted provided nothing more than speculation as to the amount of cash in the safe at the time of the Decedent's death. Therefore, this Court finds that the amount of cash in the safe when the Personal Representative opened the safe after the Decedent's death was $14,000.00, as initially represented by the Personal Representative.

---

38 See Whisenant v. James Island Corps., 277 S.C. 10 281 S.E. 794 (1981)

39 See Gray v. Southern Facilities, Inc. 256 S.C. 558, 183 S.E 2d 438 (1971)

JEWELRY

Petitioners testified that Decedent's wife, who predeceased the Decedent, owned and wore several pieces of jewelry, and that the Decedent owned and wore jewelry as well. The Personal Representative testified that all pieces of jewelry found were accounted for and presented to the other parties. Petitioners testified that they believed there was more jewelry than the Personal Representative listed. There was testimony that Mrs. Moore had on jewelry at her funeral and that a nephew was sent to retrieve the jewelry. However, there was no testimony provided by the nephew or any other party as to what happened to such jewelry. No evidence was presented to show that at the time of the Decedent's death, there was any jewelry found in the home, safe, or anywhere else other than the pieces the Personal Representative discovered in the safe, and presented to the other members of the family. There was also no evidence provided that the Personal Represented retrieved, sold, destroyed, or disposed of any jewelry belonging to the Estate.

Evidence presented must be sufficient to enable the factfinder to make a determination with reasonable certainty or accuracy as to any damages sustained.[40] Neither the existence, causation, nor amount of damages can be left to conjecture, guess, or speculation.[41] Without any specific evidence as to what jewelry other than that reported by the Personal Representative existed at the date of the Decedent's death this Court finds that all jewelry has discovered and accounted for by the Personal Representative.

---

40 See Carlyle v. Tuomey Hosp. 305 S.C. 187, 407 S.E. 2d 630 (1991)

41 See Gray v. Southern Facilities, Inc. 256 S.C. 558, 183 S.E 2d 438 (1971)"

DISPOSITIONS OF CHECKS

Decedent's son, Phillip Moore, contends the Personal Representative failed to account to the Court for all of the assets owned by the Decedent at the time of his death. First, Philip Moore alleges that the Decedent made multiple personal loans to Tammy Jackson ("Jackson"). However, the Personal Representative failed to disclose the loans on the Inventory or account to the Court for monies received when a vehicle purchased with Decedent's money was sold after Dennis Moore repossessed it due to Jackson's failure to pay the loan owed to Decedent. Philip Moore also contends the Decedent loaned money to Dennis Moore and Dennis Moore's business, Moore's Cars, LLC. These loans were not disclosed to the Probate Court nor has Dennis. Moore accounted for or repaid the loans. Lastly, Philip Moore questions whether Dennis Moore has properly and fully accounted for monies held in the last bank account opened by Decedent before his death. The Court will address these allegations in turn.

On August 19, 2013, approximately four months before Decedent's death, Decedent wrote a check for $6,500.00 to Dennis Moore. The reference line notes "04 Gray Jaguar." Philip Moore testified that the money was a loan to Jackson to assist in the purchase of the Jaguar and was used by Dennis Moore to purchase the car. According to Philip Moore, the vehicle was purchased and delivered to Jackson. Jackson, however, never made payments on the loan. As a result of her failure to make payments, Dennis Moore repossessed the Jaguar and sold it. None of the proceeds of the sale of the vehicle were ever accounted for and deposited in the Estate account. Beginning July 5, 2012, the Decedent made other loans to Jackson as reflected by copies of seven checks produced by Philip Moore. Each check is payable directly to Jackson and on each check, the Decedent specifically noted the monies were a loan. One of the checks,

dated May 18, 2012, was a loan for $5,000.00 with the notation stating "[t]his check was loaned to Tammy Jackson -to buy 2003 Honda Blue - vin#016077 – Moore's Cars- Thomas G. Moore Lien put on title. According to Philip Moore, Jackson still has possession of this vehicle but there is no evidence that any payments for the loan were received by Decedent before his death. Nor, has the Estate received any payment for the loan. The Personal Representative has failed to account for any of the loan proceeds or pursue repossession of the vehicle. Based upon the uncontested evidence presented to the Court, it is clear that the Estate assets should include these funds. Based upon the undisputed value of the checks, the total sum that the Estate has lost as a result of Personal Representative's actions or failure to act is at least $19,838.00. Philip Moore testified that in 2003, the Decedent closed down Moore's Cars, LLC. Dennis Moore then incorporated a new entity under the name Moore's Car, LLC. The owner of Moore's Cars, LLC, from that time up until the death of the Decedent was Dennis Moore. According to Philip Moore, although the Decedent no longer owned the business, he still maintained an account in the pseudonym of Moore's Cars, LLC, and still bought and sold cars under the dealer license of Dennis Moore. Decedent was continuing this practice as recently as May, 2011. Philip Moore admitted ten checks which he contends evidences monies provided to Dennis Moore or his LLC to purchase cars. On each of the checks, Decedent made a note that the funds were a "loan" for Moore's Cars, LLC. Even more compelling is the Decedent's notes on checks dated January 18, 2012 and August 8, 2012. On these particular checks, the Decedent wrote "[m]oney put in Anderson Bank for Moore's Cars, LLC – buy cars" and "[l]oan Moore's cars to buy cars – Aycock Auction – Dennis." It is clear to the Court that the Decedent was loaning his personal funds to Dennis Moore to purchase cars for his LLC. The Court finds that these references to a loan to Moore's Cars, LLC, demonstrate loans to Dennis Moore as owner of Moore's Cars, LLC.

(18)

Dennis Moore argues that most of these checks are mealy the Decedent moving money from one of his bank accounts to another of his bank accounts. The problem with this argument is that the only bank account in the Decedent's name listed on the Estate inventory is a First Citizens checking account containing $37,052.25. Although no cash is listed on the inventory filed by the Personal Representative testimony revealed that there was $14, 000 of cash in the Decedent's safe at his death. These to assets fall far short of the total of the amount of checks written by the Decedent and do not support Dennis Moore's theory. No evidence has been presented to demonstrate that any of these funds have been repaid to the Decedent or to his Estate. Based on the evidence presented, the Court holds that for the period of May 10, 2011, through June 11, 2013, Dennis Moore, as the owner of Moore's Cars, LLC, received funds totaling $454,640.00 from the Decedent.

Finally, on April 5, 2013, the Decedent opened an account at First Bank. It is undisputed that the First Bank account was solely owned by Decedent with no other person or persons depositing any funds into the account. From April 5, 2013, until the date of Decedent's death on December 20, 2013, the Decedent deposited $217,875.00 into this account. Each deposit represented proceeds from the sale of a car. However, there is no accounting for these funds and Philip Moore contends these funds should be included in the assets of the account. Philip Moore also offered an exhibit he prepared that offered scenarios of possible explanations as to where the money was spent. However, there is insufficient evidence for the Court to determine with certainty whether the Personal Representative has failed to properly account for the funds deposited into the First Bank account.

Based upon the foregoing, the Court finds that Personal Representative has failed to report and account for a substantial sum of money in the following instances: (1) failure to

pursue payment for loans made by Decedent to Tammy Jackson; (2) failure to account for funds received for the repossession and sale of the 2004 Jaguar; and (3) failure to account for loans to Moore's Cars, LLC. Accordingly, the Court finds that Dennis Moore is indebted to the estate in the amount of $473,838.00.

CONCLUSION

It appears that the amounts ordered for Dennis Moore to repay the Estate exceed the one-fifth share which Dennis Moore would otherwise be entitled to receive. As such, the 1/5 share of the estate that would otherwise be payable to Dennis Moore shall be subtracted form the amount he is obligated to repay and he shall pay the difference. The other four beneficiaries would then split the Estate four ways. The Personal Representative is ordered to present new estate closing documents that comply with this order within thirty days of the date of this order. The only other appropriate estate attorneys' fees are those to be paid to S. Porter Stewart's as attorney for the estate. Any fees due to David M. Smith, Esq. shall be paid by Dennis Moore and not by Estate funds.

ORDER

It is therefore ***ordered and decreed*** as follows:

1. Porter Stewart, as attorney for the Estate, shall adjust the closing documents of the estate by preparing a deed of distribution for the Richland County Church Property to Thomas P. Moore.
2. No additional share of the estate shall be provided to any party for live in care of the Decedent.
3. Porter Stewart, as attorney for the estate, shall add to the assets of the estate an amount due from Dennis Moore of Sixty Three Thousand ($63,000.00) Dollars which represents the proceeds from the sale of a Mercedes automobile purchased with the Decedent's funds.
4. Porter Stewart, as attorney for the estate, shall add to the estate assets an amount due from Dennis Moore of One Hundred Sixty Two Thousand Five Hundred ($162,500.00) Dollars less one half (1/2) of the closing costs for this sale of the property located on Cyprus Ave. in Garden City South Carolina.
5. Porter Stewart, as attorney for the estate, shall amend the final accounting to show a Personal Representative commission due of Fifty ($50.00) Dollars.
6. Porter Stewart, as attorney for the estate, shall not adjust the amount of cash nor the jewelry reported by the Personal Representative.
7. Porter Stewart, as attorney for the estate, shall add to the assets of the estate an amount due from Dennis Moore of Four Hundred Seventy Three Thousand Eight Hundred and Thirty Eight ($473,838) dollars representing loans made by the Decedent to Dennis Moore or his LLC.

8. Porter Stewart as attorney for the estate shall issue checks from the Estate funds in his trust account to the attorney for Thomas P. Moore for $2,774.50 and the attorney for Philip Moore for $3,042.02. These amounts shall be paid within ten days of the date of this order and before the division of the estate into five shares.

9. Dennis Moore shall repay to the Estate the sum of Six Hundred Ninety Nine Thousand Three Hundred Thirty Eight ($699,388.00) Dollars less one half of the closing cost associated with the sale of the Cyprus Ave. property and less the one fifth (1/5) share of the estate to which he would otherwise be entitled within thirty days of this order.

Executed this 28th day of November

J. Munford Scott, Jr.

Florence County Probate Judge

THE STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE IN THE CIRCUIT COURT

APPEAL FROM FLORENCE COUNTY
PROBATE COURT

J. Munford Scott, Jr., Probate Judge

CASE NO. 2016-CP-21-3062

IN THE MATTER OF:
THOMAS G. MOORE (Decedent)
Michael Dennis Moore.....Appellant,

v.

Thomas Paul Moore, Francine Laura Lawhon,
Linda Kaye Moore, Phillip Frederick Moore.....Respondents.

PROOF OF SERVICE

I certify that I have served the Notice of Intent to Appeal to the Florence County Probate Court by depositing a copy of it in the United States Mail, postage prepaid, on January 25, 2017, addressed to The Honorable J. Munford Scott, Jr., 180 N Irby St #Msc-L, Florence, SC 29501.

January 25, 2017

Norwood DuRant, Jr., Esquire
Law Offices of N. David DuRant
P.O. Box 14722
Surfside Beach, SC 29587
Phone: (843) 650-7800
Fax: (843) 650-8090
Attorney for Appellant

STATE OF SOUTH CAROLINA)
COUNTY OF Florence)
IN THE MATTER OF Thomas G. Moore)
*ONLY COMPLETE IF FILING PETITION FOR FORMAL TESTACY AND/OR APPOINTMENT

IN THE PROBATE COURT

CASE NUMBER

FILED
2014 FEB 19 AM 11:16

Petitioner
vs
Respondent(s) (if applicable)

APPLICATION FOR
INFORMAL
(check any that apply)
☑ PROBATE OF WILL
☑ APPOINTMENT

*PETITION FOR
FORMAL
☐ TESTACY
☐ APPOINTMENT

Applicant/Petitioner Michael Dennis Moore
Address 2129 Kristen's Channel Florence, SC 29501
Telephone (843) 245-3893

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION

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

2. Decedent Information

Name Thomas Gaddy Moore
Last Four Digits of Social Security Number xxx-xx-9693
Date of Birth 3-15-1929
Date of Death 12-20-2013
Age at date of death 84 yrs. old
Domicile at date of death Florence (county) SC (state)

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

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

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

Name	Date of Birth	Address	Relationship to Decedent
Thomas Paul Moore	3-28-50	224 White Palm Ct. Florence, SC 29506	Son
Francine Laura Lawhon	9-24-51	2005 Third Loop Rd. Florence, SC	Daughter
Linda Kaye Moore	9-1-53	2116 Hill Creek Rd Darl, SC 29532	Daughter
Phillip Fredrick Moore	9-11-54	3401 Chantz Ct. Florence, SC 29501	SON
(use additional sheet if necessary)			
Michael Dennis Moore	9-3-60	2129 Kristen's Channel Florence, SC 29501	SON

See attachment

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

Name	Date of Birth	Address	Relationship to Decedent

(use additional sheet if necessary)

5. Did decedent have any change of marital status or the birth or adoption of any children after execution of this will, if one exists, or has any child of the decedent been born since his death, or is any birth of a child of the decedent anticipated? (This includes illegitimate children.)

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

6. To the best of your knowledge, was the decedent a patient in a South Carolina Mental Health facility during his/her lifetime?

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

7. Has a guardian or conservator ever been appointed for this person?

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

8. Has a personal representative of the decedent been appointed prior to this date by a Court in this state or elsewhere?

☒ NO ☐ YES If yes, please state details, including name and address of such Personal Representative on page 3.

9. Have you received or are you aware of any demands for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere?

☒ NO ☐ YES If yes, please state details, including names and addresses on page 3.

10. Have more than ten years passed since the decedent's death?

☒ NO ☐ YES If yes, please state circumstances authorizing tardy probate on page 3.

11. The decedent died with a personal estate of about the value of TBD and real estate of about the value of TBD (A full inventory and appraisement, Form #350PC, must be filed within 90 days.) If decedent was non-resident, please attach South Carolina Commission form ET 101.

4a (cont.'d)

Earline Moore (Deceased)

Thomas Paul Moore, Jr.	Adult	Wife
James Mark Lawhon	Adult	224 White Palm Ct, Florence, SC - Grandson
Christy Lawhon	Adult	Florence, SC - Grandson
Philip F. Moore, Jr.	Adult	Florence, SC - Granddaughter
Adam W. Moore	Adult	Effingham, SC - Grandson
Charity D. Moore	Adult	Rosewood Dr., Florence, SC - Grandson
Chad S. Owens	Adult	Westmoreland Dr.,Florence, SC -Granddaughter
Brad T. Owens	Adult	Georgiana Dr., Darlington, SC- Grandson
Justin L. Owens	Adult	Effingham, SC - Grandson
Lauren B. Moore	Adult	Murrells Inlet, SC- Grandson
Holland J. Moore	Adult	708 St. George Dr., Florence, SC- Granddaught
Sydney K. Moore	Adult	608 McKeithan Rd., Florence, SC- Granddaughte
		2129 Kristen's Channel, Florence, SC- Grdaugh

12 After the exercise of reasonable diligence, are you aware of any unrevoked Will and/or Codicil(s), other than the one(s) attached hereto, relating to property in this State?

☒ NO ☐ YES If yes, please explain on page 3 and then proceed to Section II.

II IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1 Regarding the decedent's Will:

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

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

☑ YES ☐ NO If no, please explain on page 3

3 The date of execution of the Will was: September 27, 1999
Codicil(s)

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

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

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

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

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

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

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

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

1. The name(s) and address(es) of the proposed Personal Representative(s) is/are:
Michael Dennis Moore
2129 Kristens Channel Florence, SC 29501

2. Priority for this appointment is:
- [X] named as Primary Personal Representative in Will
- [ ] named as Alternate Personal Representative in Will
- [ ] nominee of above Primary Personal Representative in Will
- [ ] nominee of above Alternate Personal Representative in Will
- [ ] surviving spouse of decedent who is devisee of decedent or nominee of said spouse
- [ ] other devisee of decedent (describe) _____ or nominee of said devisee
- [ ] surviving spouse of decedent or nominee of said spouse
- [ ] other heir of decedent (describe) _____
- [ ] creditor (Forty-five days after death must have passed), or nominee of creditor
- [ ] other (describe) _____

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

IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION

VERIFICATION

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

SWORN to before me this 14th day of February, 20 14

Notary Public for South Carolina
My Commission Expires 6/9/19

Signature: Michael D. Moore
Name: Michael Dennis Moore
Address: 2129 Kristens Channel
Florence, SC 29501
E-mail:
Telephone (O):
(H): 843 245-3895

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

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a will be [X] GRANTED [ ] DENIED informally this 20th day of FEB., 2014.

J. Munford Scott

J. MUNFORD SCOTT, JR. Probate Court Judge
J. Munford Scott, Jr.

ORDER OF FORMAL TESTACY

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

The Court further finds that

☐ the decedent died intestate. The heirs are:

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

Executed this day of , 20 .

, Probate Court Judge

SEE ATTACHED ORDER

ORDER OF APPOINTMENT

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

Executed this 20th day of FEB., 2014

J. Munford Scott, Jr.

J. MUNFORD SCOTT, JR. , Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

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

Signature /Michael Dennis Moore
Name Michael Dennis Moore
Address 2129 Kristens Channel
Florence, SC 29501

E-mail
Telephone (O)
(H) 843 245-3895

Signature
Name
Address

E-mail
Telephone (O)
(H)

Attorney
Address

E-mail
Telephone (O)

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

Phillip F. Moore, Sr.,

Petitioner,

Vs.

Michael Dennis Moore, in his capacity as Personal Representative of the Estate of Thomas G. Moore,

Respondent.

IN THE PROBATE COURT

CASE NO.: 14 ES-134

FILED
2014 APR 25 PM 1:29

SUMMONS

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Petition against the Respondent in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to said Petition on the subscribed, D. Malloy McEachin, Jr., 2117-C West Palmetto Street, Florence, South Carolina 29501, within thirty (30) days after the service hereof, exclusive of the date of such service; and if you fail to answer to the Petition within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Petition.

D. Malloy McEachin, Jr.
McEachin & McEachin, P.A.
2117-C West Palmetto Street (29501)
Florence, South Carolina 29501
(843) 665-0135
Attorney for Plaintiff

Florence, South Carolina,

April 24, 2014

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

Phillip F. Moore, Sr.,

Petitioner,

Vs.

Michael Dennis Moore, in his capacity as Personal Representative of the Estate of Thomas G. Moore,

Respondent.

IN THE PROBATE COURT

CASE NO.:

PETITION for REMOVAL of PERSONAL REPRESENTATIVE and SUBSTITUTION OF PERSONAL REPRESENTATIVE

FILED
2014 APR 25 PM 1:29

The Petitioner, Phillip F. Moore, Sr., complaining of the Respondent would show unto this Honorable Court as follows:

FACTUAL ALLEGATIONS

1. That the Petitioner and the Respondent are both the adult children of Thomas G. Moore.
2. That Probate proceedings for the Estate of Thomas G. Moore have been filed and Michael Dennis Moore was appointed Personal Representative of the Estate of Thomas G. Moore.
3. That this Court has jurisdiction over the parties and subject matter herein pursuant to S. C. Code Ann. §62-3-401, et. seq.

FOR A FIRST CAUSE OF ACTION

4. The Petitioner repleads and reiterates the foregoing Paragraphs as if fully set forth herein verbatim.
5. That the Respondent failed to file the Last Will and Testament of T. G. Moore within thirty (30) days of T. G. Moore's death in violation of S.C. Code Ann. §62-2-901.
6. That your Petitioner is informed and believes that the Respondent failed to probate the Last Will and Testament of Earline B. Moore whose date of death was in 2011. That Earline B.

Moore left a Last Will and Testament dated September 27, 1999 which the original is in the possession of the Respondent.

7. That on December 20, 2013 the Respondent had in his possession the Last Will and Testament of Thomas G. Moore and the Last Will and Testament of Earline B. Moore.

8. That Your Petitioner repeatedly asked the Respondent to file the Last Will and Testament of Thomas G. Moore and it was only after Petitioner's instigation that Michael Dennis Moore filed the Last Will and Testament of Thomas G. Moore.

9. That the Respondent has taken assets of the Estate, particularly the assets of Moore's Cars, LLC and converted them to his personal use.

10. That your Petitioner is informed and believes that pursuant to S. C. Code Ann. §62-3-607 the Respondent be restrained from the sale of any assets of Moore's Cars, LLC or the incurring of any debt by Moore's Cars, LLC. The Petitioner further requests that a hearing be held within ten (10) days pursuant to S.C. Code Ann. §62-3-607(b).

FOR A SECOND CAUSE OF ACTION

11. The Petitioner repleads and reiterates the foregoing Paragraphs as if set forth herein verbatim.

12. The Petitoner is informed and believes that pursuant to S.C. Code Ann. §62-3-611 that the Respondent be removed as Personal Representative of the Estate of Thomas G. Moore for cause.

13. That the Petitioner is informed and believes that it is in the best interest of the Estate due to the Respondent's mismanagement of the Estate and due to the Respondent's failure to perform the duties of his office to include but not be limited to the misappropriation of assets of Moore's Cars, LLC and the failure to properly file the Last Will and Testament of Thomas G. Moore.

14. As a further basis for the removal of the Respondent as Personal Representative, your Petitioner is informed and believes that the Respondent has converted to his own use cash funds belonging to Thomas G. Moore at his death.

15. Your Petitioner would further show unto this Court that the Respondent has misappropriated and converted to his own use jewelry belonging to the decedent, Thomas G. Moore.

16. Your Petitioner would further show unto this Court that the Respondent has failed to timely file an Inventory and Appraisement as required by S.C. Code Ann. §62-3-706.

FOR A THIRD CAUSE OF ACTION

17. The Petitioner repleads and reiterates the foregoing Paragraphs as if set forth herein verbatim.

18. That your Petitioner is informed and believes that he is a fit and proper person to act as Personal Representative of the Estate of Thomas G. Moore in that he is named as the alternate Personal Representative in the Last Will and Testament of Thomas G. Moore and that he is a natural child of Thomas G. Moore.

WHEREFORE, having set forth his Petition, the Petitioner prays that the court inquire into the matters and things set forth herein, remove Michael Dennis Moore as Personal Representative of the Estate of Thomas G. Moore, appoint Phillip F. Moore, Sr. as Personal Representative of the Estate of Thomas G. Moore, enjoin Michael Dennis Moore from taking any acts and/or disposing of any assets of Moore's Cars, LLC or incurring any debts on behalf of Moore's Cars, LLC, issue its Temporary Order restraining Michael Dennis Moore from disposing any assets of Moore's Cars, LLC or incurring any debt on behalf of Moore's Cars, LLC, and for such other and further relief the court may deem just and proper under these premises.

D. Malloy McEachin, Jr.
McEachin & McEachin, P.A.
Attorney for Petitioner
2117-C West Palmetto Street
Florence, South Carolina 29501
(843) 665-0135

Florence, South Carolina,

April 24, 2014

STATE OF SOUTH CAROLINA)
)
COUNTY OF: FLORENCE)
)
IN THE MATTER OF:)
THOMAS G. MOORE)
(Decedent))

IN THE PROBATE COURT

NOTICE OF HEARING

CASE NUMBER: 2014 ES-21 00134

2016 JUL -7 AM 11:02

DATE: JULY 27, 2016

TIME: 2:00 P.M.

PLACE: FLORENCE COUNTY PROBATE COURT, 180 N. IRBY ST., ROOM 206, FLORENCE, SC 29501

PURPOSE OF HEARING*:

HEIRS OF THE ESTATE DEMAND A HEARING IN OBJECTION TO THE APPLICATION FOR SETTLEMENT, FINAL ACCOUNTING AND PROPOSAL FOR DISTRIBUTION.

Executed this 7TH day of JULY, 2016.

Signature: Chandra R. Graham
Print Name: CHANDRA R. GRAHAM, CLERK OF COURT
FLORENCE COUNTY PROBATE COURT
Address: 180 N. IRBY STREET, MSC-L
FLORENCE, SC 29501
Telephone (Work): 843-665-3085
(Home):
(Cell):
E-mail:
Relationship to Decedent/Estate:

NOTE: Probate Court recommends that all interested parties be represented by counsel licensed to practice law in South Carolina. If any interested party wishes to represent him/herself, he/she will be required to adhere to the *South Carolina Rules of Civil Procedure* and *South Carolina Rules of Evidence*.

*When sending Notice of Hearing to interested parties upon whom pleadings were not required to be served, attach the petition or motion to be held.

STATE OF SOUTH CAROLINA)
)
COUNTY OF: FLORENCE)

IN THE PROBATE COURT

PROOF OF DELIVERY

IN THE MATTER OF:
THOMAS G. MOORE
(Decedent)

CASE NUMBER: 2014 ES-21 00134

On the 7TH day of JULY, 2016, I mailed or delivered the following document(s):

NOTICE OF HEARING

☒ A copy of which is attached hereto and incorporated herein, or
☐ The original of which is on file with the Court.

2016 JUL -7 AM 11:02

Delivery was accomplished by the following method (check appropriate box):

☐ personal delivery
☒ certified mail
☐ commercial delivery
☒ ordinary first-class mail
☐ registered mail
☐ electronic message (Article 7, Trust matters only)

to each of the following persons at the address shown:

NAME	ADDRESS
MICHAEL DENNIS MOORE	2129 KRISTEN CHANNEL, FLORENCE, SC 29501
THOMAS PAUL MOORE	224 WHITE PALM CT, FLORENCE, SC 29506
FRANCINE LAURA LAWHON	2005 THIRD LOOP RD, FLORENCE, SC 29505
LINDA KAYE MOORE	1454 TERRACE GOLF BLVD, FLORENCE, SC 29501
PHILLIP FREDERICK MOORE	3401 CHANTZ CT, FLORENCE, SC 29501
S. PORTER STEWART, II ATTORNEY AT LAW	P O BOX 1461, FLORENCE, SC 29503
KATHY PRICE ELMORE, ORR ELMORE & ERVIN PIERCE C. CAMPBELL, ESQ DAVID M. SMITH, ESQ.	P O BOX 2527, FLORENCE, SC 29503 P O BOX 5478, FLORENCE, SC 29502 516 S. COIT ST., FLORENCE, SC 29501

SWORN to before me this 7TH day of JULY, 20 16

Antrad Taylor

Notary Public for South Carolina
My Commission Expires: 8-13-2023

Signature: Chandra R. Graham
Print Name: CHANDRA R. GRAHAM, CLERK OF COURT
Address: 180 N. IRBY STREET, MSC-L
FLORENCE, SC 29501
Telephone (Work): 843-665-3085, EXT. 5
(Home):
(Cell):
E-mail:
Relationship to Decedent/Estate:

20 16 CP 21 3062

STATE OF SOUTH CAROLINA)
) IN THE CIRCUIT COURT
COUNTY OF FLORENCE)
) Appeal from Probate Court for Florence County
IN THE MATTER OF:)
THOMAS G. MOORE) CASE NUMBER: 2014-ES-21-00134
(Decedent))
Michael Dennis Moore)
Appellant(s),) **NOTICE OF INTENT TO APPEAL TO CIRCUIT COURT**
vs.)
Thomas Paul Moore, Francine Laura Lawhon,)
Linda Kaye Moore, Phillip Fredrick Moore
Respondent(s).)

FILED
2016 DEC 15 PM 1:02
J. MICHAEL BAXLEY
JUDGE OF PROBATE
FLORENCE COUNTY, S.C.

Pursuant to SCPC 62-1-308, Appellant hereby provides his/her/its Notice of Appellant's Intent to Appeal the Order/Sentence/Decree of the Probate Court dated November 28, 2016. Said Order/Sentence/Decree was received by the Appellant or Appellant's counsel on December 12, 2016. A copy of said Final Order is attached.

Respectfully submitted,

SWORN to before me this 14th day of Dec., 2016.
Notary Public for: South Carolina
My Commission Expires: 5/30/23

Signature: Michael Dennis Moore
Print Name: Michael Dennis Moore
Address: 2129 Kristens Channel
Florence, SC 29501
Telephone (Work): 843-245-3893
(Home): ____
(Cell): ____
Email: dsmith@smithammonslaw.com
Relationship to Decedent/Estate: Son of Decedent

Attorney: David M. Smith
Address: 516 S. Coit St.
Florence, SC 29501
Telephone: 843-407-1583
Email: dsmith@smithammonslaw.com

FILED
2016 DEC 15 AM 11:19
CONNIE JEAN SHEARIN
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

IMPORTANT:

1. This Notice must be filed with the Probate Court, the Circuit Court, and all parties not in default within ten (10) days after receipt of written notice of the appealed-from order, sentence, or decree of the Probate Court. Parties must comply with requirements set forth in SCPC 62-1-308.

2. This form is not intended for appeals other than appeals to the County Circuit Court. An Appeal to a Court other than the County Circuit Court must follow SCPC 62-1-308(l) and the South Carolina Appellate Court Rules, as applicable.

CERTIFIED: A TRUE COPY
Connie Jean Shearin
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

IN THE MATTER OF:
THE ESTATE OF THOMAS G. MOORE
(Probate Court File 2014-ES-21-00134)

Michael Dennis Moore,

Appellant,

v.

Thomas Paul Moore, Francine Laura Lawhon, Linda Kaye Moore, and Phillip Frederick Moore,

Respondents.

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
CASE NO. 2016-CP-21-3062

ORDER AFFIRMING THE PROBATE COURT

FILED
2018 MAY -8 AM 10:05
DORIS POULOS O'HARA
CCCP & GS
FLORENCE COUNTY, SC

THIS MATTER came before me pursuant to an appeal from the order of Florence County Probate Judge J. Munford Scott, Jr., dated November 28, 2016, and filed November 29, 2016, directing the Appellant—Personal Representative of the estate of Thomas G. Moore—to take certain steps to close the estate and distribute its assets. An appellate hearing was held on February 14, 2018, and was attended by N. David Durant, Sr. and Norwood D. Durant, Jr. on behalf of the Appellant, C. Pierce Campbell; R. Edward Henderson, Jr. on behalf of Respondent Thomas Paul Moore; and Respondent Phillip Frederick Moore, *pro se*. Upon careful consideration of the record, pleadings, and oral arguments, the decision of the Probate Court is affirmed.

INTEGRATION

The first issue before the Court was the Probate Court's ruling that a document expressing intent to devise Decedent's one-half interest in a four (4) acre parcel of property in Richland County, South Carolina ("Church Property") to his oldest son, Respondent Thomas Paul Moore, was integrated into the Decedent's last will and testament.

CERTIFIED: A TRUE COPY
Doris Poulos O'Hara
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

All of the issues involved in this appeal are actions at law. In matters of law, the appellate court cannot disturb the lower court's findings of fact unless there is no evidence in the record to support the lower courts findings. *Howard v. Mutz*, 315 S.C. 356, 434 S.E.2d 254 (1993). Further, it is a determination of fact as to whether or not the documents purported to be the will are in fact the will of the testator. *Goethe v. Browning*, 146 S.C. 7, 143 S.E. 362 (1928). The findings of fact on the issue of what constitutes the testator's will are conclusive and cannot be overturned unless there is no evidence to support them. *Id.*

The Probate Court found, and the record reflects, that after Decedent's death, the safe at his home was opened. Contained in the safe were the Decedent's will and a letter in an envelope with Decedent's letterhead on it. This letter identified the Church Property and included testamentary language bequeathing Decedent's interest in the property to Respondent Thomas Paul Moore. The Probate Court applied the law of integration and found that it was the intent of the Decedent that the document regarding disposition of the Church Property be part of the Decedent's will. Though the doctrine of integration has not been analyzed by many South Carolina courts, the parties concede it is the law of the State and simply disagree on its application to these facts.

Here, there is ample evidence to support the Probate Court's finding that the letter regarding disposition of the Church Property should be integrated into the Decedent's last will and testament. No facts contrary to the letter being integrated into the will were presented at the trial of this matter. Because there is sufficient evidentiary support for the Probate Court's decision to apply the doctrine of integration, this decision cannot be disturbed and is affirmed.

SALE OF BEACH HOUSE

The second issue before the Court was whether the Decedent's estate was entitled to one-half of the proceeds from the sale of the Cypress Road property. Decedent and Appellant owned this property as joint tenants with right of survivorship. They entered into a binding contract to

sell the property before Decedent's death. Shortly after Decedent's death, the sale was closed. Appellant kept all of the proceeds from the sale, despite the existence of the contract before Decedent's death. The Probate Court, citing *South Carolina Federal Savings Bank v. San-A-Bel Corporation*, 307 S.C. 76, 413 S.E.2d 852 (Ct. App. 1992), found that the joint tenancy with right of survivorship was limited by the contract of sale of the property and ordered Appellant to pay the Decedent's Estate $162,500.00 for the Estate's portion of the sales proceeds.

An action to determine the title to real property is an action at law. *Grant v. State*, 395 S.C. 225, 717 S.E.2d 96 (Ct. App. 2011). In an action at law, the scope of the appellate court's review extends merely to the correction of errors of law. *Crary v. Djebelli*, 329 S.C. 385, 496 S.E.2d 21 (1998). Thus, the trial court's factual findings will not be disturbed on appeal unless a review of the record discloses that there is no evidence which reasonably supports the judge's findings. *Barnacle Broad., Inc. v. Baker Broad., Inc.*, 343 S.C. 140, 538 S.E.2d 672 (2000).

As with the first issue, there is ample evidence to support the Probate Judge's findings, and they consequently must not be disturbed. It is undisputed that a contract to sell the Cypress Road property for $324,500 was entered into in November 2013, before Decedent's death. It is also undisputed that the sale was closed on December 27, 2013, seven days after the Decedent's death. The issue on appeal, therefore, is a legal question about the effect of an executory contract to purchase and sell real estate, creating rights for Decedent after death.

After a *de novo* review of the legal issues, I find that the Probate Court correctly interpreted and applied the relevant law, and its decision with respect to the Cypress road property is hereby affirmed. Our Court of Appeals has held that a purchaser under an executory contract, like this one, for the purchase and sale of real property has an equitable lien on the property in the amount paid for the purchase price. *S.C. Fed. Sav. Bank v. San-A-Bel Corp.*, 307 S.C. 76, 413 S.E.2d 852, (Ct. App. 1992). Once the Decedent and Appellant entered into the binding contract, the

Decedent's death did not prevent him from preserving all of the rights under it simply because he was waiting for it to be executed. The contract entitled the purchaser to purchase the property according to the contract's terms, and entitled the Decedent and Appellant to receive an equal share of the proceeds. Thus, the Decedent's estate is entitled to one-half of the proceeds from the sale.

I do find a scrivener's error in the Probate Court's calculation of the sales proceeds to be paid to the Decedent's estate. The Probate Court mistakenly ordered $162,500 to be paid to the Decedent's estate. One-half of the $324,500 sale price, however, correctly totals $162,250. Decedent's estate is therefore entitled to $162,250 for its portion of the sales proceeds as further outlined in the Probate Court's Order.

ACCOUNTING FOR FUNDS

The third issue before the Court was whether the Probate Court properly considered the extensive evidence and testimony presented at trial and correctly ruled based on that evidence that the Appellant failed to pursue loans to the Decedent, failed to account for funds received which belonged to the Estate, and failed to account for loans made by the Decedent to the Appellant's own business.

Appellant's primary arguments are that he was surprised by the evidence presented at trial and was not permitted to submit explaining testimony or evidence post-trial. Appellant chose not to conduct discovery on these matters; no written discovery was exchanged between the parties, limited depositions were taken, and there were no Requests for the Production of Documents submitted. At trial, Appellant's trial counsel acquiesced to the admission of evidence related to the above-mentioned issues numerous times, either expressly or by failing to object to their introduction.

Appellant raised this issue and asserted these arguments for the first time on appeal. Therefore, it is not preserved for review. An argument not presented to the trial court on the record

is not preserved for appellate review. *Wilson v. Builders Transport, Inc.* 330 S.C. 287, 498 S.E.2d 674 (Ct. App. 1998). Accordingly, the Probate Court's decision on the third issue is affirmed.

CONCLUSION

THEREFORE, based on the foregoing, IT IS HEREBY ORDERED that the lower court's order is AFFIRMED. Appellant is to abide by all terms set forth in Probate Judge J. Munford Scott, Jr.'s original Order.

AND IT IS SO ORDERED.

April 25, 2018
Florence, South Carolina

Thomas A. Russo, Presiding Judge
Twelfth Judicial Circuit

FILED
2018 MAY -8 AM 10:05
DORIS POULOS O'HARA
CCP & GS
FLORENCE COUNTY, SC

CERTIFIED: A TRUE COPY
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

(WHEREUPON, the hearing commenced at approximately 10:36 a.m.)

THE COURT: Thank you, folks. Please have a seat. Good morning, folks. Let's see. Mr. Campbell, do you want to kind of fill me in on, this is an appeal from?

MR. CAMPBELL: Probate.

THE COURT: Probate Court; is that correct?

MR. CAMPBELL: Yes, Your Honor.

MR. WOODY DuRANT: Yes, Your Honor.

MR. CAMPBELL: Before we start, just a couple of preliminary matters. First, I want to thank you, and I'm sure everybody else does, for fitting us in today.

THE COURT: Sure.

MR. CAMPBELL: Scheduling with snow storms and recusals and everything else has been troubling, so we appreciate you doing that.

THE COURT: Happy to do it.

MR. CAMPBELL: And I also wanted to introduce one of our newest lawyers, Edward Henderson.

MR. HENDERSON: Good morning, judge.

THE COURT: Mr. Henderson, good to see you, sir.

MR. HENDERSON: Yes, sir.

MR. CAMPBELL: He just started with us, and so I wanted you to know who he was.

THE COURT: Thank you.

MR. CAMPBELL: It's their appeal, so if you don't mind, Your Honor, I'll let them kind of start that off.

THE COURT: All right.

MR. DAVID DuRANT: Thank you, Your Honor. I'm David DuRant from Surfside Beach. And let me introduce my son Woody DuRant who is practicing law with me. He's going to make the bulk of the argument. And this is our client, Dennis Moore, who was the personal representative of the Estate of Thomas G. Moore.

THE COURT: Okay.

MR. DAVID DuRANT: He's the one that's filing the appeal here today. Just to give you a little bit of a preliminary background, he was appointed personal representative in the Estate. And the initial pleading that was filed was filed back in 2014 for the removal of him as personal representation -- personal representative of the Estate and a substitution of him for personal representative of the Estate.

The Probate Court -- that was filed in 2014 -- the Probate Court, as I understand it now, I wasn't involved in any of the initial appearances or anything. We've just --

THE COURT: Yes, sir.

MR. DAVID DuRANT: -- came on for the appeal.

THE COURT: Right.

MR. DAVID DuRANT: So if I miss anything, I'm sure they will be glad to point that out. But the initial hearing in this case was on December 22nd of 2015 when my client was instructed by the Probate Court to complete a final accounting which was submitted to the Probate Court on that date, after which Mr. Phillip Moore who is seated to my right demanded a hearing on the final accounting. And that hearing was scheduled on July 27th, 2016.

The judge ruled on the case after which my client retained us to handle this appeal. And that's what brings us here today.

Just for the benefit of the Court, we -- Mr. Dennis Moore was the only person who perfected the appeal of the order. Mr. Phillip Moore is here pro se, and he did not file any of the appropriate documentation to perfect an appeal by him. So I'm going to leave it up to the Court to decide what, if any, of his participation will be in this hearing today. He is here today representing himself.

THE COURT: That's Phillip Moore?

MR. DAVID DuRANT: He's seated to my right.

THE COURT: Okay.

MR. DAVID DuRANT: Okay. Essentially, the first issue that I would like to address with the Court, we

have basically three grounds of appeal. And the first issue that I would like to address with the Court is the scope of review by the Court in this matter.

It's our position, Your Honor, that -- I want to take them one at a time. But the first grounds for appeal was the integration of a second document to be a part of the Last Will and Testament. And I think that Woody and I can concede that that's a legal issue, and the scope would be of a legal nature on our first grounds of appeal.

But the second two grounds of appeal, one we've challenged the interpretation of the Court on a right of survivorship deed. I'm not going to get into the details, I'm going to let my son get into the details. I'm just going to deal with the scope. And it's my understanding that the Court ruled in that case that there was a -- this is one of those law school questions that you could put on the bar exam, okay. They own the property with a right of survivorship in the deed. They signed a contract, and in an interim period of time before the contract actually closed, Mr. Thomas Moore died, okay.

It's our position that there is no legal basis, we couldn't find any laws on that issue. But because the right of survivorship language in the deed would take

place at his death, the title vested in Dennis Moore's name. Dennis Moore went to the closing, he signed the deed in his name. It was closed in his name. He took a death certificate in his name at the closing.

Well, the Court in the Probate Court, as I understood, found some equitable lien was created by the signing of the contract that vested to the buyer that subsequently vested to the sellers. Now, that's an equitable matter, it's our position, and we would be entitled to your interpretation of the facts in a trial de novo on that issue. That would be our position on that issue.

The last issue is an accounting issue involving the ruling of the Court. It says, and I'll -- it's page 20 of the final order. It says: Based upon the foregoing, the Court finds the personal representative has failed to report and account for a substantial amount of money in the following instances.

Paragraph number one, failure to pursue a payment for loans by the decedent to Tammy Jackson, failure to account for funds received for the repossession of sale of a 2000 Jaguar, and failure to account for the loans to Moore Cars, LLC. That's found on the final order, page 20. All of those are accounting issues and equitable in nature, and we would take the position

that we're entitled to a trial de novo on our third grounds for appeal.

So that's our -- that's my argument on the issues as to how you will address the appeal. First one's legal, last two are equitable in nature. And you can interpret the facts and review the facts as well as the law in the last two.

THE COURT: Okay. All right.

MR. DAVID DuRANT: Woody is going to argue it.

MR. WOODY DuRANT: Would you like to, because it's going to be, you know, I'm going to go over each issue individually, I don't know if you want opposing counsel to go ahead and respond to the issue of standard of review first, or if you want us to get into the appeal.

THE COURT: I think, let me hear from them on that issue before we take off down that road.

MR. WOODY DuRANT: Okay. Thank you, Your Honor.

MR. CAMPBELL: Thank you, Your Honor. I don't believe there is an issue on the integration argument. We both think it's a legal issue, so the facts stand as long as there is something in the record on that.

As to the beach house, I really think it's kind of moot because there isn't a dispute about the facts that happened. We -- I think we both agree when the deed happened, when the contract happened and all of that.

So I don't think there is a factual issue, it's just what is the law as you apply it to those facts. So I don't know that the standard really matters on that one.

On the last one, as far as it being an accounting issue that sounds inequity, Your Honor, if you read the statement of issues on appeal and their briefing, their reply brief included, they make it clear that the real question that they've raised is whether the submission of certain evidence was appropriate and whether they were harmed by having that evidence allowed in the trial court.

That's a legal issue, I believe. I don't think that is an equitable issue as to whether or not documents were properly admitted into evidence. So we would say that on that matter, it is a matter of law that has been appealed. There may be some underlying things that could be characterized as equitable.

But the actual issue on appeal was whether or not the documents in question were admitted properly, and if they were admitted properly whether the judge, you know, could find what he found or if he should have not found anything because he shouldn't have let the documents in.

THE COURT: Okay. All right. If you don't mind,

just so that the record kind of remains little bit clear, Woody, do you mind if I just refer to you as Woody?

MR. WOODY DuRANT: Yes, sir.

THE COURT: And your dad as Mr. DuRant?

MR. DAVID DuRANT: You can call me David if you want to.

THE COURT: All right. We'll do David and Woody, then, just so the record's clear, okay.

MR. WOODY DuRANT: Yes, sir.

THE COURT: Okay. All right. Woody, you ready to proceed then, sir?

MR. WOODY DuRANT: Yes, Your Honor.

THE COURT: All right, sir.

MR. WOODY DuRANT: I'm going to give kind of a brief background on it, too.

THE COURT: Yeah, that's fine.

MR. WOODY DuRANT: I know David did a little bit on there. But I just kind of, you know, I'm Woody DuRant again. You know, I'm here on behalf of Michael Dennis Moore in the appeal of the probate order that was filed November 9th of --

THE COURT: Oh, I tell you what. I don't mean to interrupt you --

MR. WOODY DuRANT: Sure.

THE COURT: -- because I want you to go whenever. But let's -- let me talk with Mr. Phillip Moore.

MR. WOODY DuRANT: Okay.

THE COURT: So that we can just see what if any involvement he's going to have with regards to today's matters.

MR. WOODY DuRANT: Okay.

THE COURT: Now, and maybe I need a little bit of understanding. Is this is an appeal that was pursued by Dennis Moore; correct?

MR. WOODY DuRANT: Yes, Your Honor.

THE COURT: Okay. Mr. Moore, you weren't a party to that appeal; correct?

MR. MOORE: No, sir.

THE COURT: Okay.

MR. MOORE: Your Honor, I'm just here today, you know, to try to close this, to come to some closure on this four-year long probate that me and my two sisters, three of my father's five children, you know, we want to come to a -- somehow come to a close. And the only thing I got here today is to listen to what they had appealed on.

And my only guess right here is from the -- from Dennis' testimony under oath. And I got documents that prove that, you know, the testimony he give, you know,

is not the truth. And that's all I got here today.

THE COURT: But that -- would that not have been presented at the probate level?

MR. WOODY DuRANT: Yes, Your Honor.

THE COURT: Or should have been?

MR. WOODY DuRANT: Well, our position would be, you know, under the rules of the appeal, obviously you file your designation of the matter, what would be included, none of that was filed by Phillip. So anything that would be brought today we would, you know, obviously object to as not being included on the record.

THE COURT: Yeah.

MR. WOODY DuRANT: We submitted a record on appeal which you have quite a substantial amount of documents. But a lot of the transcripts and the exhibits that were presented in the original two probate hearings, that would just be our position from my client's standpoint.

THE COURT: Mr. Campbell, do y'all have a...

MR. CAMPBELL: We don't really have a position --

THE COURT: Okay.

MR. CAMPBELL: -- as to it. We share some of the positions he does and differ on others.

THE COURT: Well, at least for now, Mr. Moore, Phillip Moore, listen carefully to everything that goes

on. If there's something that arises that you feel you need to be heard, you can let me know. I'll -- we'll then rule on it and rule on your objection to that.

MR. MOORE: That would be fine. That's all I'm here for today, you know.

THE COURT: All right. Woody, then, thank you for that courtesy. And I'll turn it over to you now, sir.

MR. WOODY DuRANT: Thank you, sir. Thank you, Your Honor. Again, I'm here on behalf of Michael Dennis Moore on an appeal of a probate order filed November 29th, 2016, in the matter of the Estate of Thomas G. Moore. I would like to give kind of just a brief background chronologically of what took place.

Thomas, the decedent, passed away on December 20th, 2013. He left a Will dated September 27th, 1999. I don't think there is any dispute as to that original Will and whether or not it was properly executed. My client, the appellant, was named personal representative, as David presented earlier.

The decedent was survived by five heirs, three of which are here today, the sons, Thomas Moore, Phillip Moore, and Michael Dennis Moore, and two daughters, Francine Lawhon and Linda Moore, which I don't think any of them came today.

MR. MOORE: Linda can't make it today, she's bad

off. So Francie is going to take care of her.

MR. WOODY DuRANT: Okay. There as an original inventory and appraisement of the Estate, that was filed April 24th, 2014. The next day, Phillip Moore through his counsel filed a petition to have the appellant removed as the personal representative and have himself appointed as personal representative. That was April 25th, 2014, the next day.

A hearing was held on December 22nd, 2015, it was held to approve the Estate's closing documents. Extensive testimony and evidence was presented to the Probate Court, and thereafter the probate judge was to rule on a final order for the Estate.

Subsequently, before issuing any order, Mr. Phillip Moore, without aid of his counsel, requested an additional hearing, and that second hearing occurred on July 27th, 2016, roughly six, seven months later. As we mentioned earlier, an order was finally filed on November 29th, 2016.

We're here today on three issues, which I'll just briefly go over again. The first issue being basically we feel the Court erred in ruling that a separate distinct document, a letter in fact, that was in an envelope not attached to the original Will should not be integrated into the original Will. That's the first

issue.

The second issue on appeal concerns what we believe is a non-probate asset that allowed -- excuse me -- that we believe the judge incorrectly took into his jurisdiction and considered to be a probate asset. And that's what that joint right of survivorship deed that we talked about earlier.

THE COURT: Okay.

MR. WOODY DuRANT: And, finally, the third issue that we have on appeal today is the allowance and submission of certain new evidence and new claims that were presented to the Probate Court on that last hearing, July 27th, 2016.

If you like, Your Honor, just because I'll be spending a few minutes on each issue, would you like me to address an issue and have them respond, or go through each one and then have him respond?

THE COURT: I think might be better to let's do the first issue, let's hear from you on that, and then second.

MR. WOODY DuRANT: Okay. Thank you.

THE COURT: I think that would be easier.

MR. WOODY DuRANT: Thank you.

THE COURT: So the first issue would be the integration of the documents?

MR. WOODY DuRANT: Document integration, yes, Your Honor.

THE COURT: Okay.

MR. WOODY DuRANT: And if you like, just so you can kind of follow along, do you have the record of appeal, I think, in the file up there?

THE COURT: Yes, sir.

MR. WOODY DuRANT: There's a bottom number in the right-hand corner, that's the overall paging numbers of the record. There's just two documents that you can kind of refer to in that. The first document is in Exhibit No. 4, it's on page 295.

THE COURT: Let's see. That's the Moore's Car, LLC, it looks --

MR. WOODY DuRANT: That's a copy of the letter.

THE COURT: Okay.

MR. WOODY DuRANT: And then behind it is the letter that they are trying to integrate into the Will.

THE COURT: Okay.

MR. WOODY DuRANT: And then the next document that would be beneficial to look at during this would be 304, and that's the Last Will and Testament.

THE COURT: Okay.

MR. WOODY DuRANT: The Respondent Thomas P. Moore sought to have this separate typed letter integrated

into the original Will. The Probate Court in its order ruled in favor of the document of integration and allowed this to become a part of the Will through this document.

The reasoning behind this in the order, it actually points out in the order that there's very little case law in South Carolina or any statutes that actually address the doctrine of integration. The Probate Court has to go back to a case that was written in 1850, okay, that's Martin v. Hamlin. And he quotes, the judge quotes in his order just a couple things in here. And I would like to just read one of them about the doctrine of integration.

It says: "By some possible freak or accident separate devices and requests unconnected by reference or otherwise might be written on separate slips of paper. And all present included in the intention of an execution be presented as a single Will, and it might be hard for any witness to say which of these slips was or which was not included in the execution." And he quotes that in his order.

And the probate continues by stating a few facts of why he thinks the doctrine of integration applies in this situation. First, he talks about there being an inherent continuity between the two documents. He

continues by saying, you know, that the language in the document clearly indicates the intent on the part of the decedent that this document's to be a part of their Will. And finally, the Probate Court, you know, applies this by saying that the letter itself does not conflict with the provisions of the Will themselves.

I would just ask the judge, ask the judge to look at the two documents themselves. And I just want to point out a couple just obvious things that would show this. You know, there is no inherent continuity. We believe that the language within the Will is not similar at all to the original Will, and, you know, the letter conflicts in several aspects too as well.

And I would also like to quote just a quick thing from that same case. Because it goes on later in that 1850 case, talks about the actual facts and what happened in that case to allow them to use the doctrine of integration.

The case goes, and it continues down, it says, you know, the first sheet was not signed by the test taker -- this is in that case, 1850 -- but was at the hand when he signed the other sheet. It was embraced in unequivocal acts of publication. It was not attached to the other sheet by a material ligament but was connected by a sense of dependence on one part upon

the other showing that both constituted one whole.

And to me, the doctrine of integration is almost like if you had a book and, you know, you took out, ripped out a piece of paper, you know, unless that paper was in there, you can't look at it as one whole book. And that's just kind of, I feel like, a good metaphor for it.

But if you actually look at the documents themselves, the letter that was attempted to be integrated and eventually was in the final order by the probate judge, the first few paragraphs it's written in third person, as opposed to the Last Will and Testament that's written in the first person.

You can continue down on the second paragraph of the letter. The letter actually writes that the Last Will and Testament on February 6th, 1998, it misstates the date in which the actual Will and Testament was signed. The Will and Testament, if you look at the back page, was signed a year, almost over a year later on September 27th, 1999. You know, and the fact that the font's different, to me, from the doctrine of integration, this does not appear to be a part of the Will.

I mean, for those specific reasons and for the actual case law that we have in South Carolina, I would

ask this Court to reverse this decision, not have this document included in the Will, and have the original Last Will and Testament order in which this piece of property that was supposed to be devised in this letter go to the original aspects of the original Will.

THE COURT: Does the -- and, I mean, I guess I could go through it -- but does the original Will address this property specifically, or is it like in a residuary type clause or something?

MR. WOODY DuRANT: I think it would be in a residuary. And I hope you correct me if I'm wrong, but it would be -- the way it's set up would just be that one-fifth would go to each individual heir.

THE COURT: Yeah. In other words, but for this, it would have been just another piece of the Estate that would have been divided pursuant to the Will.

MR. WOODY DuRANT: Yes, Your Honor.

THE COURT: Okay.

MR. MOORE: Do you mind if I comment on that?

MR. CAMPBELL: Ask the judge.

THE COURT: Well --

MR. MOORE: Go ahead.

THE COURT: Go ahead.

MR. CAMPBELL: Your Honor, a little bit of background, I think, would be helpful on this. The

property in question is a one-half interest in a church in rural Richland County. The decedent and his brother had the two half interests. The brother's half interest has passed down through his family. This half interest passes through this Estate.

The reason that the decedent would want Thomas P. Moore to get that church property as opposed to all five of them was that Thomas P. Moore, his son, was the assistant pastor at that church for a number of years, attended that church. The father attended that church for many years. They would drive over in Richland County. Other family members too, I don't suggest no one else ever attended church there.

But Thomas was the assistant pastor of that church. So I think that's just some background that's important about this particular property. Earlier, I believe Mr. DuRant said something about a law school exam. I think this issue is actually the law school exam issue more so than the other one.

In fact, the judge in his order cites and we cite in our briefing, Dean Wilcox and Professor Medland's bar review legal analysis of integration for the last 20 years. They've been teaching this to bar review classes.

THE COURT: Yeah.

MR. CAMPBELL: So it is limited in the law. But it is certainly something that scholars in the field accept as being something that could happen in South Carolina. There is certainly no law that says integration doesn't occur. And I believe in their briefing they accept that the concept of integration would be allowed in South Carolina, just that this doesn't fit.

THE COURT: Doesn't meet.

MR. CAMPBELL: Right.

THE COURT: Yeah.

MR. CAMPBELL: No need to go through it all now, but as Your Honor considers this, in our reply brief, response brief, rather, the footnote 45 goes through a number of cases and articles and such that discuss this certainly that can give Your Honor more background about what different judges and authors have said is required.

But the basics is just as Mr. DuRant stated, that a separate writing can be integrated when it existed when the Will was executed. And the test taker intended that it's included. It does not need to meet the formalities of a Will; otherwise, it would be a Will and we wouldn't need to integrate it into a Will.

It does not need to be on the same document, it

does not need to be on the same type of paper in the same font, even written physically by the same person, none of those are requirements. It need not be attached, it need not look like a missing page. It simply needs to exist to be intended to be included.

I believe that the issue that he raises about the date honestly goes to prove our point that it existed. If it's citing to some earlier Will in the letter, then that means that letter existed before the Will was executed. I mean, how do you -- why would you refer to an older Will unless you were referring to an older Will?

THE COURT: Is there any question as to the date of this letter?

MR. CAMPBELL: None of the facts of the letter, its location, authorship, all of that, nothing was contested at the trial on any of those. And it's not contested in the briefing here.

THE COURT: Okay.

MR. CAMPBELL: As I described earlier, we don't believe that this conflicts with the Will because this was a special property with special meaning, a different meaning. And it makes sense within that meaning that the decedent might treat that property differently. And so we don't believe that it's in

conflict with the general terms of the Will where he left his other financial assets to everyone equally.

THE COURT: It references this February 6th, 1998 Will. Was there another Will, was anyone aware?

MR. CAMPBELL: There's been no testimony, nothing was presented at trial about that issue.

THE COURT: So without this language in this letter, everyone is of the belief that this September of 1999 is the only Will that Mr. Moore left, no one's aware of another Will floating around out there?

MR. WOODY DuRANT: Yes, Your Honor.

THE COURT: Okay. Other than this reference.

MR. WOODY DuRANT: Nothing else was submitted on the record.

THE COURT: Okay.

MR. WOODY DuRANT: Not that I'm aware of.

MR. CAMPBELL: I'm not aware either, Your Honor.

THE COURT: Okay.

MR. CAMPBELL: And the letter itself, a copy of that letter was delivered to my client, I believe, physically delivered by his mother, if I recall the testimony correctly -- but it could have been physically handed to him by his father, I just don't recall -- during lifetime, a copy of the letter, the original being, as the testimony and evidence showed,

there is evidence presented that there might have been some special connection with Thomas P. Moore with the property. But ultimately, you know, we have the laws and the rules in the state of South Carolina for the execution of a Will for a reason, to protect against falsely submitted documents that aren't properly executed with proper witnesses and following the statute's protocol. So that would be my response to that.

THE COURT: Okay. All right. So now, the non-probate asset, right of survivorship?

MR. WOODY DuRANT: Yes, Your Honor. On this one is -- it's a document, it's on the record of appeal. If you look at page 309, on the record that would be the limited warranty deed. The original limited warranty deed that shows joint tenants with the right of survivorship.

And then also looking over to page 314, it's the executed recorded document warranty deed for the final closing which also presented with that the death certificate that would be needed to show that the decedent had passed and transferred -- ownership had transferred.

THE COURT: What was that page number again?

MR. WOODY DuRANT: 314.

with the Will or located at the time the Will was located.

So it clearly was not created after death or anything like that because a copy was in his possession for a number of years before death ever occurred. So we believe it does meet the requirements for integration, that it's consistent with the Estate plan, and we would ask that Your Honor uphold the Probate Court on that issue.

THE COURT: All right, sir. Anything further, Woody, on that?

MR. WOODY DuRANT: I would just say on the date of the Will and it being present before, I would just say that it would be the presumption that if a Will was created afterwards and there was a Will before, and it was integrated with that document for that particular Will, then anything thereafter that was executed under the eyes of the law properly for a Will would be sufficient to retroactively, you know, cancel integration of a previous Will, even though we're not taking that into account since it's not on the record.

THE COURT: Yeah.

MR. WOODY DuRANT: But, you know, as well as that, I'd like to just, you know, point out, you know, we understand the facts, we understand that, you know,

THE COURT: 314, okay.

MR. WOODY DuRANT: The Probate Court, we believe, erred in ruling that the joint tenancy of the right of survivorship was severed at the signing of a purchase agreement for the sale of this property.

Just some background facts. I know you probably heard some of it, but I'll just go over it. Again, the appellant and the decedent owned this piece of real property that was located in Garden City, South Carolina. It was undisputed that the ownership rights at the time before the purchase agreement was a joint tenancy with a right of survivorship.

A purchase agreement for the sale of that property took place and was signed November 2013. And in between the time of the purchase agreement being signed and the time of the initial closing, the decedent died on December 20th, 2013 of that year.

Seven days later a deed was transferred, as I just pointed out in the record, on December 27th through nonprobate means. An appellant signed the deed, the appellant signed the deed individually and presented the decedent's death certificate at closing and attached it to the deed and was showed the transfer of the decedent's undivided interest at the time of death to the appellant.

The deed, we believe, was validly executed and recorded according to the laws of the state of South Carolina. We believe that the funds were disbursed individually to the appellant via licensed practicing attorney in South Carolina at the closing.

The judge in his order goes over a couple different things, which I'll kind of hit each one and then give you my -- give you our position on each one of those. But first off, we don't believe there's really any case law that says or statute that says that a joint tenancy with right of survivorship ownership rights are severed at the time a purchase agreement is signed. There's just nothing out there that specifically says that.

But the judge in his order points to South Carolina Code 27-7-40. This statute says that if all joint tenants who own real estate held in joint tenancy joined in an encumbrance, the interest of that real estate is effectively encumbered. The statute states nothing that suggests, we believe, that this encumbrance severs the rights or severs the joint tenancy with right of survivorship.

The Probate Court then goes on to expound with the statute and looks into South Carolina Federal Savings v. Sanibel Corporation. And in this case, it states

that the purchaser of a real estate contract has an equitable interest in the property at the time of the signing of a purchase agreement. Again, this case doesn't state anything about the seller's interests in a joint tenancy with right of survivorship's ownership rights being severed at that signing of the purchase agreement.

Where the Court then goes from there, it takes the statute of the incumbrance and the case law of that equitable interest by the purchaser, the Court makes a leap from those two and states that the purchaser's right of an equitable interest is also an equitable interest in the proceeds from the -- the seller has an equitable interest in the proceeds of that sale.

And therefore, because that equitable interest in the proceeds exists, the joint tenancy rights of the appellant were severed when that purchase agreement were signed.

Ultimately, we feel that this does not prove that the joint tenancy was not a non-probate asset. We believe that the Court in this case didn't have the jurisdiction to handle this matter considering that the deed itself was a non-probate asset.

THE COURT: So if I understand what you're telling me is you've got this property, joint tenants with

right of survivorship. When one of those grantees to that deed passes away, then the ownership of the property goes to the surviving.

MR. WOODY DuRANT: Automatically.

THE COURT: So therefore, when Mr. Moore passes away in December, and at this point the closing has not occurred.

MR. WOODY DuRANT: Correct.

THE COURT: So upon his passing, your position is the property is now Mr. Dennis Moore's property?

MR. WOODY DuRANT: Yes, sir.

THE COURT: And he can either go forward with the sale or not, it's up to him. And it wouldn't be a part of the probate estate because it passed upon his death?

MR. WOODY DuRANT: Correct.

THE COURT: So at the time that they probate his Estate, that property is not a part of the Estate --

MR. WOODY DuRANT: Correct.

THE COURT: -- because it passed at his death?

MR. WOODY DuRANT: We say it passes directly to the appellant.

THE COURT: Correct.

MR. WOODY DuRANT: Yes. And, you know --

THE COURT: Who is the other grantee.

MR. WOODY DuRANT: -- we also believe that, you

know, if the judge -- if the probate judge was to rule and say that, you know, that it did not vest to our client, then the deed itself and the proceeds themselves were invalid. That's what the Court is ruling, that that would be invalid, and there was actually no -- the transaction would not be sufficient.

And, again, I don't know if the Probate Court has that type of jurisdiction to reach over and claim that a deed is not invalid or that the deed is invalid. So that was also our position as well.

THE COURT: Okay. All right. Mr. Campbell?

MR. CAMPBELL: Thank you, Your Honor. First of all, the issue of whether or not the Court had jurisdiction over this issue has never been raised until this moment. It's not in the briefs, it wasn't raised at trial, it's not in the statement of issues on appeal. There was never a jurisdictional question, so I don't believe that this Court should consider that.

The second issue is another appellate law issue that when -- the case is Anderson versus Short, 323 S.C. 522, it's a 1996 Supreme Court case. The appellate court affirms, unless the appellant appeals all of the grounds because the un-appealed ground becomes the law of the case.

In the judge's order, he talks about the joint

tenancy statute which they discuss, which they appealed which appears in their brief. He also cites this case which they made no mention of until their final reply, after we've raised the issue. So I believe that that stands as an affirming ground that was un-appealed by the appellant. And so the Court should find in favor of the Respondents on that very issue.

But if Your Honor doesn't agree with that and if Your Honor thinks that you should review all grounds, even those un-appealed, there's no question about what the joint tenancy statute says, we don't dispute that. We don't dispute how joint tenants with right of survivorship deeds generally work.

What we disagree with the appellants on and what the Probate Court found is that when that contract is entered into, it becomes an executory contract, at that moment both parties are entitled to receive proceeds from the buyer of the property, at that moment. No one can take that right away from the decedent at that moment because it's simply waiting for the purchaser to hand over the check. And that's what the Court found, and that's what the difference is here is that that contract existed.

If there was no contract --

THE COURT: So the contract, according to y'all's

position and what apparently the lower court found or the Probate Court found, was that the contract set the parameters for those proceeds?

MR. CAMPBELL: That's correct, Your Honor. It's an arrangement that is not just walked away from by the parties. It's a real estate contract, is enforceable, right, I mean, that's why we have real estate contracts.

So that changed everything to argue that the decedent had a right to receive $150,000 and then happened to die seven days before he was supposed to get that check and then suddenly is not entitled to it anymore I don't believe is a reasonable outcome or what the joint tenancy laws expect.

THE COURT: Let me ask you this, Mr. Campbell.

MR. CAMPBELL: Sure.

THE COURT: What if Mr. Dennis Moore had gone to this closing, and the other side was unwilling to proceed or no longer interested, was not going to buy the property, backs out of it basically, breaches it; so then at that point your position is what, that the Estate has a breach of contract claim?

MR. CAMPBELL: Both the Estate and Dennis Moore would, assuming --

THE COURT: Right.

MR. CAMPBELL: -- the terms of the contract weren't violated, and assuming there wasn't a back-out provision, which typically there's not except for certain things that may occur, all of which would have already been passed at the time of the closing.

And so they both would have been able to specifically -- enforce specific performance on that contract because it's a real estate contract. And real estate is special, and so specific performance is allowed.

THE COURT: Right.

MR. CAMPBELL: At best for their position, if when he transferred the property at the closing, then he owed money to the Estate, either way the Estate is entitled to that money, whether it's entitled to it the way the Probate Court finds. If it's not that, it's entitled to it equitably because he has received money, he's a fiduciary of that Estate, and the money is -- was the Estate's until it came into his pocket.

So either way, the Estate's entitled to have that money. We believe the way the Probate Court ruled is appropriate, and I shouldn't have even gone into this other way. But that contract changed everything because it was just waiting to be executed. That's it. They couldn't do anything else with it except let the

contract either be breached or be completed.

THE COURT: Your position, then, is it's like when you buy a house, you enter into an agreement, you sign the contract, and then we set a closing date 15 days later or whatever it is.

MR. CAMPBELL: Right.

THE COURT: And that contract's a valid contract, either side can enforce it.

MR. CAMPBELL: Right. Except for any provisions that may allow a party to get out of it.

THE COURT: Yeah. Okay.

MR. CAMPBELL: Thank you, Your Honor.

THE COURT: Woody?

MR. WOODY DuRANT: I just want to address two issues. First, you know, the accusation on the jurisdiction and not having brought that up, you know, I brought up non-probate assets and probate assets which lead with jurisdiction, so it wasn't like it was a new -- this isn't a new issue. You know, obviously we contested in our appeal that it was a -- we believe it was a non-probate asset. So I don't think that you should not hear this because I, you know, brought up the word jurisdiction in my argument.

THE COURT: All right.

MR. WOODY DuRANT: That's number one. Number two,

you know, opposing counsel keeps saying, you know, that the decedent's Estate was entitled to these proceeds, okay. And I think there is a very distinct difference between that word "entitled" and what the Probate Court actually says. And it might actually say entitled in there, but what the actual case law says, it talks about an equitable interest.

That equitable interest is a right or a charge by a party to go and proceed in court of equity to pursue against somebody for that -- those proceeds. It's not a -- even though it's an interest, it's not an entitlement to those proceeds, you know. And that distinction there to me doesn't show that those proceeds are already in the decedent's physical possession. The fact that he died before the final closing eliminates that equitable interest. That would be our position.

(Discussion off the record.)

MR. WOODY DuRANT: Well, we went over that. David was just trying to say that, you know, at the time the closing, when it actually happened in reality was there was no signing by any personal representative for this deed, the deed that's been transferred. And the disbursements in the closing all took place under the presumption -- the assumption that title had vested to

our client. And the deed that is recorded is under that assumption that our client owned the property in its entirety to December 27th when it closed.

THE COURT: Okay. All right. And then the third issue, the allowance of new evidence regarding the claim.

MR. WOODY DuRANT: Yes, Your Honor. We believe the Probate Court erred in allowing new evidence and new claims to be submitted by the Respondents on the July 27th hearing. That's the second hearing that took place. When these evidence and new claims, new evidence were brought in -- were in possession of the Respondents prior to the original first hearing, December 22nd, 2015 --

THE COURT: Okay, now, December 22nd of 2015?

MR. WOODY DuRANT: Is the first hearing.

THE COURT: All right.

MR. WOODY DuRANT: And there's certain aspects in the record that point to the Respondents being in possession of the same documents, which they tried to bring before the first hearing at the second hearing where they brought new claims of accounting --

THE COURT: In other words, they had these documents at the first hearing, they just didn't present them?

MR. WOODY DuRANT: They weren't presented, there weren't any claims for them or anything like that. I've got, you know, in the transcript where it actually has some of the checks they presented in the first hearing for a different issue, in the second hearing for the issue on accounting, which we believe is almost trial by ambush.

I mean, you know, and I'm going to just go ahead and tell you that opposing counsel is going to say, well, you know, well, the attorney didn't object to the entering of this evidence. Well, we don't believe that the checks themselves or any of that were actually not valid copied checks for accounting. We just needed time, our client needed time to respond.

Again, we weren't the counsel at the time, but I also point to the record where the counsel for the Appellant at the time at the end of the hearing requested the probate judge if he could provide a brief summary or counter to these checks that were submitted by the Respondent. And the judge denied it.

And really that's the basis of our prejudice claim and not allowing our client to respond to basically new claims that had been brought the day of the hearing.

THE COURT: When was this second hearing?

MR. WOODY DuRANT: The second hearing was

July 27th, 2016. And that hearing came about after they -- the Respondent Phillip filed a demand for a hearing after the final, was a final accounting or final documents that was issued. They actually filed it without his counsel. His counsel was seeking to be relieved before that took place.

Let me just go over a couple of kind of the facts on the record of appeal. There is multiple instances in the transcript of the December 22nd, the first hearing, that shows the Respondents testify that they were in possession of the documents that were so unreasonably delayed and asserted six months later.

And I just want to point to some pages here. Page 44 of the transcript. This is the first hearing, page 44, this is Phillip Moore's attorney asking Phillip Moore, if you look at the top, line one: Okay. When we were searching and trying to find the paper trail for some of these issues or questions, concerns that you had, we obtained a document from the First Bank here in Florence; is that correct? He says: Right.

This is just to show they actually went and subpoenaed all the bank records that they had before the first hearing that they then eventually brought the second hearing.

If you look at page -- continue on to page 326 to

332 in the record of appeal of the first hearing.

THE COURT: 326, okay.

MR. WOODY DuRANT: These are checks by Thomas G. Moore, the decedent, these copies of the checks and deposit slips for certain amounts. There's one for 40,000, another for 50,000. If you look back, another $50,000. These same checks were presented at the second hearing for a completely different matter.

They are claiming that our client didn't account for this money in the loans. If they were going to bring those claims, they should have brought them in the first hearing or should have put them in their petition, to say the least. So we've got those copied checks that were part of the first hearing.

If you continue on and you look on page 148, it also goes into, you know, the timing of the amount of bank accounts here, when they got these bank accounts. If you look at the top of 148 and you read the question by Phillip Moore's attorney, its says: And did we go about subpoenaing a bunch of these bank accounts? Phillip Moore says: Yeah. Continues to say: Okay. Did you spend a good bit of time and money getting these bank accounts? Phillip says: Yes, you better believe it. And the question again: Bank account record? He says: Yes, you better believe it.

This is all in the first hearing. So, I mean, they are in possession of these things, and I mean, if he wanted to bring claims, they should have bought them. The fact that they waited seven or eight months later doesn't allow my client to provide a proper defense.

And finally, if I could beg the Court's indulgence, I wanted to go to the second hearing where the attorney for my client in this proceeding, this is page 251.

THE COURT: All right, hold on. We're in a second transcript?

MR. WOODY DuRANT: It will be on the record.

THE COURT: Okay. So --

MR. WOODY DuRANT: It's just, yeah, 251.

THE COURT: 251, okay.

MR. WOODY DuRANT: This is the transcript to the July hearing, second hearing.

THE COURT: Okay.

MR. WOODY DuRANT: If you go down to line 13, this is Mr. Campbell. He says: Thank you, Your Honor. And then the second thing is, so that we don't waste the Court's time with too much paperwork, is it my understanding that Your Honor will issue an order that will provide direction to the personal representative

to complete the closing document and potentially pay back money or other things that may be required to complete the administration of the Estate?

Should we then seek to reconsider an appeal of that order, or would you like us to hold that until the personal representative actually submits the documentation to Your Honor? Or will Your Honor state -- and you go on to the next page. The Court says: My order will rule on all of these issues. Mr. Campbell says: Okay.

And the Court continues to say: And it is going to direct the personal representative as to the actions he shall take, whether it be collecting debts, whether it be repossessing automobiles or whatever, I'm going to direct it. If you are not satisfied with this order, then you may request a reconsideration of this order. If you were to come up with something that I have not thought of or haven't thought of that's evidenced in these records, I will consider those.

So he's almost leaving it open for records, additional records to be sent in to him. And he says: If you don't like my order, then you can go to circuit court. He continues to say: I'm not going to close this Estate until all of these issues have been addressed. And I know Mr. Stewart -- that would be the

Right, yes, sir.

And then that was the end of it. So, I mean, that is our position that, you know, at the time our client, you know, sought to look into and be able to go back into the records. Because, I mean, we're talking, you know, exhibits this thick of checks that weren't presented until the second hearing claiming that my client hadn't accounted for these funds.

Now, he can't go through the day of the hearing and go back in the records that he has and try to justify the accounting on this that day. And then when our attorney -- when his attorney requested the time to provide a brief to explain this, even after the judge amended earlier said, you know, you can present whatever evidence you want, denied my client that right to do that. And that's a substantial bout of prejudice against my client being able to defend himself.

And we're not talking pennies on the dollar here, we're talking a substantial amount of money. This order issued -- and if I can -- give me one second -- issued the personal representative to be personally responsible for $473,000 to the Estate. And he's not given an opportunity to go back and look to see where that money went. I mean, that's prejudice written all over it.

attorney for the actual Estate at the time -- would be chagrinned by the statement. All right. Mr. Campbell said: Thank you, Your Honor.

Mr. Smith, who was the attorney at the time for this Appellant, says: Excuse me, Your Honor. The Court says: Yes, sir. Mr. Smith says: Your Honor, is there a timeframe for where you're expecting to get that summary? He's referring to a summary in which they were allowing Phillip Moore's attorney to provide for all of the evidence that he submitted at that second hearing.

The Court says: Well, I'm going to have an in-camera hearing to find out whether or not Mr. Moore -- Phillip Moore's got this attorney or he's going to have another attorney. And Mr. Smith says: Okay. Then the Court says: And whoever that attorney is, I mean, he's going to have a very short string to do that summary of the evidence he presented.

So Mr. Smith, my client's attorney, says: Yes, sir, Your Honor. Would the Court also ask that Mr. Dennis Moore supply some type of answer or a brief summary as to the interpretation of where all these checks went -- and was cut off by the Court and said, no, because -- if you continue down it says: You had your opportunity to cross-examine. Mr. Smith says:

And for those reasons, we believe this Court should, one, reverse that decision, and two, if they don't reverse it, to at least remand it back to the probate judge, to allow my client to respond and go through these checks that were written by the decedent to himself and some cases to other people to determine, you know, if that money was ever spent, where it went to, all that kind of stuff. You can't just plop a huge judgment on him and got give him the opportunity to defend himself.

THE COURT: Okay.

MR. WOODY DuRANT: And if you look, just for just kind of an understanding on the record of where these exhibits are because they are on the record on the appeal, they run from pages 344 to 381.

THE COURT: All right, those are the exhibits?

MR. WOODY DuRANT: The exhibits for the second hearing.

THE COURT: Okay. 344 to what?

MR. WOODY DuRANT: 344 to 381.

THE COURT: 381, okay. Thank you, sir. Mr. Campbell?

MR. CAMPBELL: Thank you, Your Honor. Back to the procedure of how this occurred, if I may. And I did not represent Phillip Moore who was the party who

actually introduced these documents through his testimony. So I can't comment on what he knew and when he knew it or what his attorney knew or when she knew it.

THE COURT: Yeah.

MR. CAMPBELL: But what I do know is that for years before we had the first hearing, these parties were engaged in a number of disputes before the Probate Court a number of times. We took depositions, various and sundry fights and disagreements broke out. Never once did any party ever send written discovery to another party, never did it.

I can speak for my client that we didn't do it because we didn't want to face the expense that came along with that. I have no idea why any other party didn't do it, but they never did it. We deposed people, people subpoenaed things, but no one ever did any written discovery of any kind.

So to suggest trial by ambush, that sounds so dirty and unethical. This was a choice that every party made to come to these trials without having done written discovery. There were documents at both trials the entire time presented by every single one of the parties that people hadn't seen before because nobody had asked for it. So to make that choice and then to

suggest it's unfair that someone brings documents into court, that argument just doesn't wash.

They were not hidden, they were not refused to be provided, nothing like that happened. No request was ever made to any of us by any of the other parties to present documents ahead of that trial, either trial.

Then you get the issue of, well, did they preserve this issue as it arose in the trial. Mr. Phillip Moore was on the witness stand for a substantial amount of time. His attorney was Kathy Elmore at the time. She questioned him for over an hour, I believe. He was then cross-examined by Dennis Moore's attorney. He asked him a number of questions.

Throughout this whole time, these documents came into evidence. Every time either Mr. Smith acquiesced when asked by the Court if anyone objected or failed to respond. We cite the transcript pages from the July hearing in our footnote 69 in our brief. There is at least seven or eight different times where that happened where the judge would say, does anybody have an objection to this coming in as evidence. And either Mr. Smith said no or said nothing. So the evidence isn't objected to as it enters into evidence.

Then we get to the end of the trial. And I will admit, I have not read it in as much detail as

Mr. DuRant just did, but there was this discussion about the judge wanted a summary list of all of these checks provided, not from us, from Phillip Moore and his attorney.

All Dennis Moore's lawyer says in that whole discussion is: "Would the Court also ask that Mr. Dennis Moore supply some type of answer or brief summary as to his interpretation of where the checks went." That's a quote. The judge says: No. You had an opportunity to cross examine.

It wouldn't be appropriate to put in new evidence anyway because it won't be subject to cross-examination. So at most it could be a summary list of evidence already presented to assist the Court in finding -- in making its findings. After the judge says, no, Mr. Smith then agrees with Judge Scott four times about that, yes, Your Honor, okay, Your Honor, never saying we request this opportunity, judge, we disagree, would you please accept it, nothing.

He says: Would you like us to do it or not. No. Okay, Your Honor, okay, Your Honor, okay, Your Honor, repeatedly. So to say the evidence is prejudicial under Rule 403, that's not what Rule 403 is about. Rule 403 is about evidence that tends to sway the heart more than it should and that sort of thing.

This was strategic decisions made by all of the parties, not just Dennis Moore, it came back to hurt Dennis Moore at the end of the day, and then a failure to preserve those issues for an entire day-long trial throughout all of the admission of evidence and then at the end of the trial. It was never raised once.

So, Your Honor, we would say that the evidence came in, the judge used it or didn't use it as he found appropriate to support any of his findings, and that's really the question here.

To point out, Your Honor, just as further background -- this is three of the issues, I was just looking at the order -- I believe there were nine major parts of this trial. So the judge made lots of other findings that no one has appealed here. This wasn't the whole order, this was just three specific issues that the Appellant raised.

So Your Honor, it may be harsh, but there are rules about preservation of evidence of appellate issues for a reason. I believe they didn't do it. But even if they had, I still think their argument that they should have gotten it sooner, there is a mechanism for that to happen and they chose not to use that mechanism.

THE COURT: So the original hearing was on

December 22nd of 2015, and supposedly that was a full-blown hearing. And that concluded. What was the purpose of this second hearing in July? I know Mr. Phillip Moore made a petition to have Mr. Dennis Moore removed?

MR. CAMPBELL: That had already occurred.

THE COURT: That was done.

MR. WOODY DuRANT: He just sent the letter by himself without counsel to the judge or to the clerk and said, I want another hearing, and they awarded him another hearing. And actually I think maybe the two sisters might have gone and done the same with him. I'm not sure exactly who all, if it was one or --

THE COURT: But there was just a request for another hearing?

MR. WOODY DuRANT: Correct.

MR. CAMPBELL: That's correct, Your Honor. And when we came to the second hearing, and I don't know if this is in the record itself because this wasn't really an issue, but when came to the second hearing, Judge Scott was adamant that we were not going to retry things we had already tried but that, in effect, we were continuing a trial that had ended on the day before Christmas Eve at about 6:30 or 7 o'clock at night, no order was ever issued, this new trial was

requested subsequently, and that we were dealing with other matters that were at issue based on these closing documents that had been presented.

In fact, I believe I got fussed at one time by Judge Scott because he thought I was treading too close to something we had already covered before. So that's how that went out --

THE COURT: Okay.

MR. CAMPBELL: -- or went down with the second trial.

THE COURT: All right.

MR. CAMPBELL: Thank you, Your Honor.

MR. WOODY DuRANT: We would just, you know, say as to, you know, he said that there's other issues that could have been appealed, there's the three that we did appeal. And I don't want to say this with a hundred percent, but on that second hearing, majority of that hearing, if not all of it, dealt with those accounting for those loans, okay. And I --

THE COURT: Those exhibits from 344 to 381?

MR. WOODY DuRANT: Yeah. Dealt with that large chunk of money that was eventually put in judgment on my client. And, you know, we're not really -- we weren't really arguing that the evidence itself was prejudice or prejudicial. But we're arguing more of

the fact that, you know, we need that ability to respond to that. And that's a -- I feel like that's a big, distinct difference.

You know, I don't know what happened to allow that second hearing, I don't know if additional stuff was ever submitted to the Court. I don't think our client ever received any additional claims from the original petition.

But essentially, you know, what would happen, and like the Court of Common Pleas, it would almost be like me coming before you the day of trial and saying, well, this is my pleadings, I want to amend that to add all of these additional claims on here, and I'm going to present all of this new evidence, I mean, you know, as additional claims. I mean, that's what we feel that our client was prejudiced, I mean, that's our position.

THE COURT: What about -- what about what Mr. Campbell referenced that in everything leading up to this, no one exchanged discovery?

MR. WOODY DuRANT: Well, I mean, I would say --

THE COURT: So the first hearing, whatever was presented at the first hearing would have been first impression for everybody just as it was in that second hearing; is that not correct?

MR. WOODY DuRANT: And I agree, there wasn't

discovery, you know, and we weren't counseled. Obviously, we could go back and change things, we would go into discovery --

THE COURT: Oh, I understand. Sure. Yeah.

MR. WOODY DuRANT: -- for who we would want to get information about what they were trying to present.

THE COURT: But in other words, I guess what I'm saying is, and I'm not disagreeing with you that when you have -- when you're talking about a $400,000 sum of money that you shouldn't give somebody an opportunity to respond. I'm not agreeing or disagreeing with regards to that issue. I'm just saying the second hearing wasn't dealing -- wasn't dealt with any differently than the prior ones; correct?

MR. WOODY DuRANT: Not that I'm aware of.

THE COURT: Okay.

MR. WOODY DuRANT: I will say one more thing too. And if you look through the transcripts you can find it, I mean, you can find several different spaces, just the background of the overall, you know, facts of the case. My client and the decedent both operated and owned bank accounts with what they call Moore's Cars, LLC, okay.

THE COURT: Um-hum.

MR. WOODY DuRANT: So if you look on the face of

these and you see loans to Moore's Cars and checks to Moore's Cars, you know, for him to be able to go through that and be like, well, you know, looking at those checks, I can't tell you exactly which one, I mean, they almost ran a business together. I can't go back and say, well, this one went to this car and was paid back on this. You know, he'd need that opportunity.

You know, you can't just come in with a bag of copied checks and throw them up there and be like, here you go, and our client not be afforded an opportunity to go back into the records and look as a personal representative, you know, where all these checks were going to.

THE COURT: But let me ask you this, though, and I think this might be what Mr. Campbell was saying. I know you didn't represent him at that hearing, but he was represented.

MR. WOODY DuRANT: Correct.

THE COURT: And I haven't read through it yet, I will, but if I understand what Mr. Campbell is saying is that at no time did the attorney basically preserve the objection by saying, well, Your Honor, we object to your decision to not allow us a time to look into these matters and respond to them. We object to that ruling.

He basically just didn't object, I mean. In other words, I sit here as an appellate court, and I may agree with you that if I would have been the judge at that hearing, I would have given him time.

But if it's not preserved for the appellate court to decide, what authority do I have. Am I overstepping my authority by ruling on issues that are not preserved for the record?

MR. DAVID DuRANT: Just to address that, I think that's what we were talking about earlier when I spoke about trial de novo and looking at the facts of the case. Even the probate judge in his counsel to the people that were at the hearing said, if you don't like my ruling, you're entitled to a trial de novo at the circuit court level, I believe. In the transcript you will see that.

So I think that the Court has the authority since it is a equitable issue to make its own determination of the facts of the case. That would be the only other thing. And, you know, obviously there wasn't any written discovery. And I can't explain that, we weren't there.

THE COURT: Yeah.

MR. DAVID DuRANT: But, you know, when you subpoena records as an attorney, you always provide

copies of those subpoenaed checks or whatever to opposing counsel. In this case that was not done. These bank accounts were of the Estate of Thomas Moore and Moore and Associates. They were subpoenaed records. They should have been copied and provided to all parties and opposing counsel.

MR. WOODY DuRANT: Well, we don't -- I mean, we weren't the attorney then, I don't know if --

MR. DAVID DuRANT: Well, I don't know. But I've heard the word in the transcript that they subpoenaed these records, so --

THE COURT: Right.

MR. DAVID DuRANT: -- that being said under the rules, he would be required to provide copies of whatever he got back. I mean, that's just standard. Obviously, he may not have been represented by counsel and might not have known that.

THE COURT: Yes, sir.

MR. DAVID DuRANT: I don't know.

THE COURT: Okay.

MR. WOODY DuRANT: And we would just say again that, you know, our position on the objection issue would be that, you know, the fact that at the end of the hearing he asked and was denied to be able to respond through brief summary, that that would be his

preserving the appeal --

THE COURT: Okay.

MR. WOODY DuRANT: -- on that issue.

THE COURT: All right.

MR. WOODY DuRANT: I appreciate it. Thank you, Your Honor.

THE COURT: All right. Now, let me ask, and I realize -- I don't even know how to ask it. Obviously Mr. Phillip Moore has wanted to address the Court with regards to some issue. Now, Mr. Moore, I'm inclined to hear from you as far as the issues that both David, Woody and Mr. Campbell discussed.

I'm really not -- and it wouldn't be appropriate for me to hear any additional evidence that you -- I mean, you mentioned earlier that you have stuff that would show that what Mr. Dennis Moore said was not factual or whatever. I'm not taking on any new evidence or anything like that.

MR. MOORE: No, right.

THE COURT: So if there's something you want to address, I'll hear from you and just have to decide whether or not it's something I can consider.

MR. MOORE: Okay.

THE COURT: All right?

MR. MOORE: That's fine. I would like to clear up

this here -- these here checks first, Your Honor. These checks that I presented, everything for the December 22nd, 2015 hearing was went over by everybody October the 2nd, 2015. And these subpoenaed checks was subpoenaed before this deposition and whenever the probate just started. And these checks, if -- Dennis has been through four attorneys, and Mr. Porter Stewart was the attorney whenever these checks was presented to him, shown to him, as loans and at his deposition.

So like Mr. Campbell said, he had -- Judge Scott had nine issues to go over the December 22nd hearing. In the transcript on page 218, the Court said: Y'all got to hurry, y'all going to have to hurry because my people are leaving. And on page 220, the hearing concluded at 6:09 p.m.

But Judge Scott, I believe he knew and everybody else knew, Dennis' attorney was David Smith, that all of the issues hadn't been presented what was supposed to be presented in the December 22nd hearing.

THE COURT: Which was the reason for the second hearing?

MR. MOORE: Correct. So in the meantime after the hearing, I got a letter from Dennis' attorney, David Smith, that wrote to Judge Scott the first letter stating that his client is in a position and

appropriate to allow the Court to rule on any and all of the issues presented. And there is no need for an additional hearing to prolong this closing of the Estate.

Judge Scott knew that, you know, all of the issues hadn't been presented, and so -- and I don't know whether David Smith knew or not that this was the last issue that was supposed to come up. We done every issue that -- and Judge Scott put them in order. And he had this issue last in his order. We can't tell him to move this -- you know, these checks up, these loan checks up.

THE COURT: You're just basically explaining to me why you made the request for the second hearing and why he granted that?

MR. MOORE: Right. And David Smith get this letter and he didn't want -- his client didn't want no more hearings.

THE COURT: Right.

MR. MOORE: So, and we knew that these checks hadn't -- we seen what he was doing, so -- and then later on, a couple months later, Dennis sent in an application for settlement. So that's when the letters were sent. You know, we didn't want -- you know, we didn't know that if the judge was going to settle this

thing with his -- so we sent three letters then.

THE COURT: Asking for the hearing.

MR. MOORE: Asking for the hearing, so these here checks here could be presented.

THE COURT: Right.

MR. MOORE: Because this was the most important thing in the whole probate. And so on, I would say it was the last -- whenever I knew that he disregarded David Smith's letter to counsel, you know, to close the probate, no hearing, and Dennis' settlement, he disregarded that, I got a letter from my attorney, this will confirm that I have notified you that I received a telephone call from the Probate Court last week indicating that Judge Scott intends to issue a notice of hearing wherein I understand that he intends to hear all remaining issues relevant to closing the Estate.

THE COURT: Okay.

MR. MOORE: So that's whenever the July 27th hearing he said. And as far as, you know, my attorney, she wanted to be released, she wanted to be released after the December the 22nd hearing. That was fine with me. But I wasn't the one that stopped.

THE COURT: That was Ms. Elmore?

MR. MOORE: That was Elmore.

THE COURT: Right.

MR. MOORE: After all the issue was done except the loan check. So Judge Scott pulled us in the office, and she said that she wanted him to sign that paper to be released. Judge Scott's the one that wouldn't release her. He said, you're not going to be released until all of the issues is presented in this probate to be closed. That's the reason that she had to go to the July 27th hearing.

THE COURT: Okay.

MR. MOORE: So I just wanted to explain myself, you know, how the situation went.

THE COURT: All right, sir.

MR. MOORE: And as far as the loan checks, you know, they look alike. There is a loan check for '09 that was presented to Dennis, and he produced a paper which it was Porter Stewart then, that them loans from 2003 to 2010 of April was paid.

But -- and then, so we took all of the loan checks that was in my father's bank account from 2003 to 2010, wanting to pay for Estate and my father signed that they had been paid. We took all of them out and put them back in the bank -- put them back in the box.

But then he was asked from 2010 to 2013 of these loan checks, he couldn't produce that paper. He couldn't produce no document. He couldn't show nothing

where these loans had been paid back. But he did produce a paper and stated them was loan checks by this promissory note signed by TD Moore that the loans had been paid back. But he could not produce nothing.

THE COURT: That didn't include those checks?

MR. MOORE: That didn't include them checks from 2010 to 2013 whenever my father passed away.

THE COURT: Yes, sir.

MR. MOORE: And the paper, whenever he -- his attorney, Porter Stewart, sent that -- submitted that paper that them loans had been paid only, so only from 2003 to 2010 of April. So we didn't bring that to -- because that was a legal paper signed by my father, notarized with two people and signed by my mother and Dennis. So we had to start from the checks that we got out of the bank statements from 2010 to 2013.

THE COURT: Okay.

MR. MOORE: He could not do nothing. He couldn't produce that same paper, he couldn't produce canceled checks when they had been paid back. He couldn't produce no paper -- he couldn't document or anything where these loans had been paid back.

THE COURT: Okay.

MR. MOORE: And that's the honest loans that was produced in the probate. And the honest reason they

were produced in is that Judge Scott's issue about, you know, closing the Court and having this other hearing.

THE COURT: Yeah. Okay.

MR. CAMPBELL: Your Honor, just to clear up for you so you know, Porter Stewart was representing the Estate, the PR handling administrative matters.

THE COURT: Right.

MR. CAMPBELL: When we showed up at the first hearing, he was there. But he made very clear on the record that he was going to remain as the Estate attorney to assist with final administration, he was holding money in trust, but David Smith would be representing Dennis Moore as PR in the litigation.

So as you read the transcripts and you see both, I just wanted you to know why they were all there.

THE COURT: Porter as the attorney for the Estate, Smith representing Mr. Dennis Moore.

MR. CAMPBELL: As the personal representative.

THE COURT: As the personal representative, okay.

MR. WOODY DuRANT: Can we just say for the record?

THE COURT: Yeah, yeah.

MR. WOODY DuRANT: Obviously we object to anything that was a part of that testimony that wasn't on the record of appeal.

THE COURT: I understand.

MR. WOODY DuRANT: For the record.

MR. MOORE: Mr. Russo, can I say one more thing. You know, and just one thing about Mr. Campbell said about the church. He said the relationship that Thomas had with the church, you know, Your Honor, that was assistant pastor going to the church or anything, everything was 20 years ago. And he put on, you know, he -- you know, I think Judge Scott got the impression that it was happening now.

But the relationship and the assistant pastor and even my father, he hadn't been to the church in 20 years. He hadn't been to the -- Thomas Moore hadn't been a pastor, assistant pastor, for 20 years ago, you know, so -- you know, it can't be the relationship that my father wanted him to go to the church. And this here letter of the church, before any court or probate or lawyer was -- we had to meet in seven days after my father passed away.

And Dennis found the Will and brought the Will with him for us to read it, first time seeing it. The letter was not with that Will, you know, and we never seen that letter until December the 22nd, 2015 whenever Thomas Moore presented that letter.

And, you know, we got two original copies of my daddy's -- he said, Thomas testified it was a year

somewhere in 2000. But we got two copies of the original letters that my daddy fixed up in 2000 that -- and took it out of his files after he passed away to match up with this letter that Thomas produced. And it is -- you know, I ain't never seen -- it's totally different. I can show them to you now if you wanted to.

THE COURT: No.

MR. MOORE: But it ain't nothing like TG Moore made in his 2000 letters. You know, and we would like this here church to be overturned and, you know, because we ain't never seen that letter before. And we believe three or four -- I don't know whether Dennis does or not -- three of us believe that Thomas Moore typed this letter up, we don't know who done it -- but had it typed up, and he submitted it December 22nd, 2015.

THE COURT: All right.

MR. MOORE: That's what I want to say, I wanted to...

THE COURT: I'm going to deal with what's on the record here.

MR. MOORE: Okay.

THE COURT: I'm going to deal with the record.

MR. CAMPBELL: Thank you, Your Honor. Just for

the record, I would make the same objection Mr. DuRant did.

THE COURT: Absolutely.

MR. CAMPBELL: Anything on the record -- not on the record we object to. And I would point out that the Will and the letter were about 20 years ago, 1999.

THE COURT: Yeah, I got that, yeah. I've got obviously a fair amount of reading to do. So I will have a decision for you. It may take me a little bit of time. But I'll get that for you as soon as possible. It's a good time for me to catch this proceeding because we're completely caught up on any matters we have under advisement. So this is -- this will be the only thing I've currently got under advisement.

MR. WOODY DuRANT: Thank you for taking us, Your Honor.

THE COURT: Sure.

MR. CAMPBELL: Thank you, Your Honor. We appreciate your time.

THE COURT: Thank y'all, folks.

(The hearing concluded at approximately 11:15 a.m.)

(End of Transcript of Record)

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM FLORENCE COUNTY
CIRCUIT COURT

Thomas A. Russo, Circuit Court Judge

APPELLATE CASE NO. 2018-001144

IN THE MATTER OF:
THOMAS G. MOORE (Decedent)

Michael Dennis Moore.....Appellant,

v.

Thomas Paul Moore, Francine Laura Lawhon,
Linda Kaye Moore, Phillip Frederick Moore.....Respondents.

RECORD ON APPEAL

CERTIFICATE OF COUNSEL

I, the undersigned attorney for the Respondent, certify that the Record on Appeal contains no matter which is irrelevant to the appeal.

Dated at Surfside Beach, South Carolina, this 17th day of July, 2019.

Norwood D. DuRant, Jr. Esquire
Law Offices of N. David DuRant
P.O. Box 14722
Surfside Beach, SC 29587
Phone: (843) 650-7800
Fax: (843) 650-8090
Attorney for Appellant

RECEIVED
JUL 23 2019
SC Court of Appeals