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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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APPEAL FROM McCORMICK COUNTY
Court of Common Pleas

S.C. SUPREME COURT

Appellate Case No. 2016-002462

Sonny Adams, ... Respondent,

vs.

Nadine Adams, ... Appellant.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA)

COUNTY OF MCCORMICK)

2015 MAY 18 PM 12:15

IN THE COMMON PLEAS COURT

CLERK OF COURT
MCCORMICK COUNTY, SC

SONNY L. ADAMS,)

PLAINTIFF,)

V.)

NADINE G. ADAMS,)

DEFENDANT.)

SUMMONS

2015-CP-35-_____

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscriber at his office, 100 East Pickens Street, Post Office Box 805, Abbeville, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for relief demanded in the Complaint.

HITE AND STONE

BY: 

HEATHER HITE STONE

P.O. BOX 805

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ATTORNEY FOR THE PLAINTIFF

MAY 14th, 2015

ABBEVILLE, SOUTH CAROLINA

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF MCCORMICK) 2015 MAY 18 PM 12:16

SONNY L. ADAMS,

PLAINTIFF,

VS.

NADINE G. ADAMS,

DEFENDANT.

CLERK OF COURT
MCCORMICK COUNTY, SC

COMPLAINT

2015-CP-35-_____

The Plaintiff complaining of the Defendant herein, would respectfully show unto this Honorable Court:

1. That the Plaintiff is a citizen and resident of the County of McCormick, State of South Carolina.
2. That the Defendant is a citizen and resident of the County of McCormick, State of South Carolina.
3. That the Plaintiff is the brother-in-law of the Defendant.
4. That the property which is the subject of this action is located in McCormick County, South Carolina.
5. That jurisdiction and venue are proper in this Honorable Court.

BACKGROUND

6. Plaintiff realleges paragraphs 1 – 5 as if restated herein verbatim.
7. That the Plaintiff is informed and believes that in 2008 the Defendant gave him a mobile home which was located on the Defendant's property at 104 Lindley Road, McCormick, South Carolina, but never conveyed the title over to the Plaintiff. (The mobile

home was in poor condition and the Defendant gave it to the Plaintiff because it was an eyesore on her property and the roof was falling in. The Plaintiff moved into the mobile home in 2010 after making substantial improvements to the property. The Plaintiff spent approximately \$40,000.00 in improvements to the property and has lived on the property since 2010.

7. That some of the improvements to the property were improvements to the real property itself as opposed to just the mobile home and furthermore that some of the improvements actually permanently affixed the mobile home to the real property and made it such that the mobile home could not be moved off of the real property. That these improvements were all done with the knowledge and consent of the Defendant. That the Plaintiff understood that the Defendant was going to convey the mobile home title to him and would also either sell him or give him a portion of the real property on which the mobile home sits (approximately one acre of land).

8. That in 2014 the Defendant began telling the Plaintiff that he wanted him to move off the property or to lease the property from her. Plaintiff is informed and believes that the Defendant is now taking the position that she will sign the mobile home title over to him, but she will not convey title to the real property on which the mobile home is located.

9. That the real property in this action is more particularly described as follows:

All that piece, parcel or tract of land, situate, lying and being in the County of McCormick, State of South Carolina, with improvements thereon, containing 3.26 acres, more or less, and being the remainder of a tract of land conveyed to Grantor by Ann B. Dorn by deed recorded in the Office of the Clerk of Court for McCormick County, S. C. in Deed Book 138, Page 70.

Tax Map No. 085-00-00-009

**FOR A FIRST CAUSE OF ACTION
(Unjust Enrichment)**

10. That the allegations of Paragraphs 1-9 are incorporated herein by reference.

11. That the Plaintiff has conferred a benefit on the Defendant by the improvements he made to the subject property and the Defendant had knowledge thereof. That Defendant voluntarily accepted and retained the benefit conferred.

12. That the circumstances render Defendant's retention of the benefit inequitable unless the Defendant pays to Plaintiff the value of the benefit or conveys the mobile home and real property immediately surrounding it to the Plaintiff.

13. That the Defendant has been unjustly enriched at the expense of Plaintiff by the improvements that the Plaintiff has made to the subject property. That the Plaintiff is entitled to damages as a result of Defendant's unjust enrichment.

**FOR A SECOND CAUSE OF ACTION
(Promissory Estoppel)**

14. That the allegations of Paragraphs 1-13 are incorporated herein by reference.

15. That the Defendant promised to convey the mobile home to the Plaintiff and by her actions impliedly promised to convey the real estate to the Plaintiff.

16. That the Plaintiff relied on the Defendant's promises to his detriment.

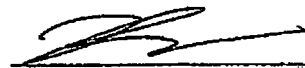
17. That the Plaintiff's reliance was reasonable and foreseeable.

18. That the Defendant should be estopped from now refusing to convey the mobile home and real estate to the Plaintiff after the Plaintiff has improved the property.

WHEREFORE, the Plaintiff prays:

1. For judgment against the Defendant on both causes of action.

HITE AND STONE



HEATHER HITE STONE

SC BAR NO. 72503

ATTORNEY FOR THE PLAINTIFF

P.O. BOX 805

ABBEVILLE, SC 29620

(864) 366-5400 PHONE

(864) 366-2638 FAX

MAY 17, 2015

ABBEVILLE, SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

ANSWER & COUNTERCLAIM

Case No. 2015-CP-35-70

vs.

Case No. 2015-CP-35-70

Defendants.

1. The Defendant admits the allegations of Paragraphs One through Five of the Complaint.

3. The Defendant admits so much of Paragraph Seven as alleges that in

4. The Defendant denies the allegations of the second (2nd) Paragraph Seven of the Complaint.

6

the Complaint.

6. The Defendant admits the allegations of Paragraph Nine of the Complaint.

FOR A FIRST DEFENSE AS TO THE FIRST CAUSE OF ACTION
(Unjust enrichment)

7. The Defendant admits the allegations of Paragraph Ten which were previously admitted and denies the allegations of Paragraph Ten which were previously denied.

8. The Defendant denies the allegations of Paragraphs Eleven, Twelve, and Thirteen of the Complaint.

FOR A FIRST DEFENSE AS TO THE SECOND CAUSE OF ACTION
(Promissory Estopped)

9. The Defendant admits the allegations of Paragraph Fourteen which were previously admitted and denies the allegations of Paragraph Fourteen which were previously denied.

10. The Defendant denies the allegations of Paragraphs Fifteen, Sixteen, Seventeen, and Eighteen of the Complaint.

✓
Y
FOR A SECOND DEFENSE AS TO THE SECOND CAUSE OF ACTION

11. Any alleged agreement to convey any real estate alleged in the Complaint is barred by the statute of frauds in S.C. Code 32-3-10 in that there is no written agreement to convey any real estate by the Defendant to the Plaintiff.

COUNTERCLAIM I

12. The Plaintiff and Defendant are citizens and residents of the County of McCormick, State of South Carolina.

13. The Defendant is informed and believes that the Plaintiff did place a lis pendens

upon the property of the Defendant.

14. As a result of the lis pendens being placed upon the property of the Defendant, the Defendant has been unable to utilize her property as she sees fit. As a result, the Defendant has suffered damages and loss of income from selling the timber upon her property.

15. The Plaintiff should pay to the Defendant reasonable damages for this loss of use of her property.

COUNTERCLAIM II

16. The Plaintiff and Defendant are citizens and residents of the County of McCormick, State of South Carolina.

17. In approximately 2008, the Defendant did give to the Plaintiff a mobile home on her property with the understanding that he would move the mobile home from her property.

18. The Plaintiff has failed and refuses to move the mobile home from the property of the Defendant. The Plaintiff instead has moved into the mobile home and lived upon property belonging to the Defendant. As a result, the Plaintiff has had the use of the property of the Defendant without paying any reasonable rent.

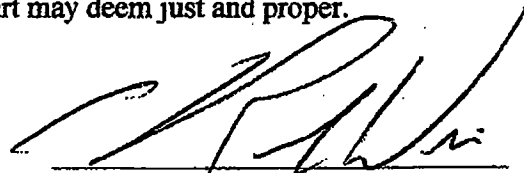
19. The Plaintiff should be required to pay to the Defendant reasonable rental for the property upon which the mobile home is situated for the period of time he has been residing in the mobile home.

20. In addition, when the Plaintiff moves the mobile home from the property of the Defendant, the Defendant will be required to expend monies to remove some of the structures placed upon the property of the Defendant. The Plaintiff should be required to reimburse the Defendant for the costs of removing these structures.

WHEREFORE, the Defendant having fully answered the allegations of the Complaint,
prays for a judgment of the Court as follows:

1. Dismissing the Complaint with prejudice;
2. For judgment to be entered against the Plaintiff for depriving the Defendant from the
use of her property;
3. For judgment against the Plaintiff for rental income and costs for removing
structures placed upon the property of the Defendant;
4. For such other and further relief as the Court may deem just and proper.

November 16th, 2015



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Attorney for Defendant

14

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF MCCORMICK) FILED GWENDOLYN D. CHILES
CASE NO: 2015-CP-35-70

SONNY L. ADAMS, 2015 DEC -7 A 9:17

CLERK OF COURT
MCCORMICK COUNTY, SC
Plaintiff,

vs.

REPLY TO COUNTERCLAIM

NADINE G. ADAMS,

Defendant.

The Defendant is in default in this case and the Plaintiff has already filed an Affidavit of Default with the Court. The Plaintiff reserves the right to move for a Default Judgment against the Defendant. Without waiving this right, the Plaintiff replies to the Answer and Counterclaim of the Defendant and would respectfully show unto the Court:

AS TO THE STATEMENT OF FACTS

1. That the allegations of the Complaint are reaffirmed and the allegations of the Statement of Facts of the Answer and Counterclaim inconsistent therewith are denied.

AS TO THE FIRST DEFENSE TO THE FIRST CAUSE OF ACTION

2. That the allegations of the Complaint are reaffirmed and the allegations of the First Defense of the Answer and Counterclaim inconsistent therewith are denied.

AS TO THE FIRST DEFENSE TO THE SECOND CAUSE OF ACTION

3. That the allegations of the Complaint are reaffirmed and the allegations of the First Defense of the Answer and Counterclaim inconsistent therewith are denied.

AS TO THE SECOND DEFENSE TO THE SECOND CAUSE OF ACTION

4. That the allegations of the Complaint are reaffirmed and the allegations of the

Second Defense of the Answer and Counterclaim inconsistent therewith are denied. Further answering, Plaintiff states that the facts in this case fall under exception(s) to the Statute of Frauds and therefore the Statute of Frauds does not bar the Plaintiff's causes of action.

AS TO THE FIRST COUNTERCLAIM

5. That the Plaintiff admits the allegations in Paragraph 12.
6. That the Plaintiff admits the allegations in Paragraph 13.
7. That the Plaintiff denies the allegations in Paragraphs 14 and 15 and demands strict proof thereof.

AS TO THE SECOND COUNTERCLAIM

8. That the Plaintiff admits the allegations in Paragraph 16.
9. That the Plaintiff denies the allegations in Paragraphs 17, 18, 19, and 20 and demands strict proof thereof.

WHEREFORE, the Plaintiff prays judgment of the Court:

1. For judgment on the Complaint.
2. For dismissal of the Defendant's Counterclaim.
3. For such other and further relief as the Court deems just and proper.

[Signature Page to Follow]

HITE & STONE

BY:



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Abbeville, South Carolina
November 30, 2015

1	State of South Carolina	)	In the Court
2	County of McCormick	)	Of Common Pleas
3	Sonny L. Adams,	)	Case No.: 2015-CP-35-00070
4	Plaintiff,	)	
5	vs.	)	Transcript of Record
6	Nadine G. Adams,	)	
7	Defendant.	)	

8

9

May 11, 2016

10

McCormick, South Carolina

11

12 BEFORE:

13

The Honorable Alison Lee, Judge

14

15 APPEARANCES:

16

Heather Hite Stone, Esquire
Attorney for the Plaintiff

17

18

Clarence Rauch Wise, Esquire
Attorney for the Defendant

19

20 ALSO PRESENT:

21

Sonny L. Adams
Nadine G. Adams

22

23

24

25

Steven E. LeBlanc, R.P.R., Circuit Court Reporter
P.O. Box 184, Lexington, South Carolina 29071

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P.O. Box 184, Lexington, South Carolina 29071

1 May 11, 2016

2 Thereupon, the following proceedings were had,

3 BAILIFF: All rise.

4 THE COURT: Good morning, everybody. Have a seat.

5 Thank you.

6 (Whereupon, Plaintiff's composite exhibit #1 marked
7 for identification.)

8 THE COURT: Good morning everyone. My name is
9 Alison Lee. I'm your Circuit Court Judge here this week
10 for Common Pleas. We are about to begin the case of
11 Sonny Adams versus Nadine Adams. It's docket number
12 2015-CP-35-00070. The plaintiff is represented by
13 Heather Stone; is that correct?

14 MS. STONE: That's correct, Your Honor.

15 THE COURT: And the defendant is represented by
16 Rauch Wise; is that correct?

17 MR. WISE: That's correct.

18 THE COURT: Are there any preliminary matters which
19 we need to take up before we begin this trial?

20 MS. STONE: Your Honor, there are still outstanding
21 my client's motion for default judgment against the
22 defenses.

23 THE COURT: The summons and complaint were filed
24 back in --

25 MS. STONE: It was May 18th, Your Honor, 2015.

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P.O. Box 184, Lexington, South Carolina 29071

1 THE COURT: -- May 18th, 2015. There is an
2 affidavit of service in the file indicating that the
3 service was made on Nadine Adams by personal service on
4 May the 26th of 2015. The affidavit of default was filed
5 in November of 2015. I think there was a previous
6 hearing with Judge Keesley in which the attorneys
7 appeared. Mr. Wise appeared on behalf of the defendant
8 and requested a continuance which was granted at that
9 particular time. Subsequently there was an answer and
10 counter claim filed by the defense and then there was a
11 reply to the counter claim. There was a motion for
12 default made, for default judgment?

13 MS. STONE: Yes, Your Honor. I filed that last week
14 and just one thing about what you just stated. That was
15 all correct except for Mr. Wise was not at that hearing
16 with Judge Keesley. Ms. Adams appeared pro se at that
17 hearing and then she passed up something from Mr. Wise
18 asking for the continuance. But otherwise that was all
19 correct what you said, Your Honor.

20 THE COURT: I stand corrected. Judge Keesley
21 indicated that the defendant had a letter from Mr. Wise
22 indicating that he would represent the defendant if the
23 matter was continued.

24 MS. STONE: That's correct, Your Honor. We would
25 just move - we would like a default hearing in the case

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P.O. Box 184, Lexington, South Carolina 29071

1 that she didn't answer until six months after the
2 complaint was served on her. Didn't even secure counsel
3 until last November.

4 THE COURT: Mr. Wise.

5 MR. WISE: Your Honor, we take the position we filed
6 an answer and counter claim. Ms. Stone filed a reply to
7 that counter claim. We subsequently took depositions in
8 this matter and engaged in discovery. I would like to
9 pass up to the Court, there is no South Carolina case
10 that I could find but there is a line of cases that
11 basically say where a person participates in discovery in
12 a case, they basically have waived their right to a
13 default judgment. If this default judgment had been made
14 before the deposition, of course, and had been granted,
15 we wouldn't have had the expense and the burden of
16 depositions. She also filed, recognized my answer by
17 filing a reply to my counter claim so I think the idea of
18 a default judgment has been waived in this matter.

19 Secondly, as pointed out in the answer, I guess a
20 meritorious defense on the part of Ms. Adams in this case
21 and that she was trying to do it on her own. There was a
22 lot of conversation between Ms. Stone and Ms. Adams when
23 it was first filed and I got involved very late in it,
24 but I don't think there was really - there was an attempt
25 to work it out and so forth, didn't happen, but I do

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P.O. Box 184, Lexington, South Carolina 29071

1 think we have a meritorious defense and due to the fact
2 that she was unrepresented during a good portion of this,
3 tat the late answer should be accepted in view of the
4 fact that they had filed a reply to my counter claim and,
5 in fact, engaged in discovery since I have been involved
6 in the case.

7 MS. STONE: Your Honor, if I may reply to that. The
8 reply that I filed to the counter claim specifically
9 stated that the defendant is in default in this case and
10 the plaintiffs has already filed an affidavit of default.
11 The plaintiff reserves the right to move for a default
12 judgment and without waiving the right the plaintiff
13 replies to the answer and counter claim. So I have never
14 waived the right to apply for a default judgment with the
15 Court. I did agree to conduct depositions with Mr. Wise
16 just because he asked me to do that. I didn't really
17 want to go to the expense of doing depositions just
18 because they are so expensive but he knew that I had
19 applied for a default. I filed an affidavit of default
20 and that I was reserving the right to move for a default
21 judgment. That was filed back in December. So the idea
22 that I have waived the default it is simply not correct.

23 THE COURT: I'm going to deny the request at this
24 particular time. While I think there was a default in
25 this case, I think that the parties have engaged in

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P.O. Box 184, Lexington, South Carolina 29071

1 discovery; that there was the opportunity to be able to
2 file any request for default judgment before this
3 particular time. The parties were aware that we were
4 coming up for trial and no motion was made. One of the
5 factors I need to take into consideration is the
6 timeliness of the request. And, in addition, the fact
7 that there was an answer and counter claim and then there
8 was a reply to the counter claim. I understand that you
9 reserved your right to be able to go forward on the
10 default, but I don't find that it's timely at this
11 particular point given the fact that we are here and the
12 parties have appeared for a non jury trial, so I'm going
13 to deny your request at this particular time.

14 Are we ready to go forward?

15 MS. STONE: Yes, Your Honor.

16 THE COURT: Yes, ma'am. You may call your first
17 witness.

18 MS. STONE: Your Honor, I call Sonny Adams.

19 Thereupon,

20 SONNY ADAMS

21 after having been first duly sworn, testified as follows,

22 THE COURT: State your full name please.

23 THE WITNESS: Sonny Adams.

24 THE COURT: Thank you. Yes, ma'am.

25 MS. STONE: Thank you, Your Honor. May it please

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P.O. Box 184, Lexington, South Carolina 29071

1 the Court.

2 DIRECT EXAMINATION

3 BY MS. STONE:

4 Q. Mr. Adams, what's your current address?

5 A. 104 Lindley Road in McCormick.

6 Q. How long have you lived in McCormick County?

7 A. All my life.

8 Q. All right. How old are you, sir?

9 A. I'm 54.

10 Q. How do you know the defendant in this case Nadine
11 Adams?

12 A. I knowed her ever since back in the '70s through my
13 brother. She was married to my brother.

14 Q. So she is your sister-in-law?

15 A. Yeah. She my sister-in-law.

16 Q. When did your brother pass away?

17 A. 2002. I think 2002.

18 Q. Were you close to she and your brother?

19 A. I was his best man at their wedding.

20 Q. What was your relationship like with the two of
21 them?

22 A. Well, from high school I lived with them for ten
23 years straight out of high school so I always had been around
24 Nadine and my brother Nate before they even had kids.

25 Q. You said you lived with them?

1 A. I lived with them.

2 Q. How long did you live with them?

3 A. I lived with them on Broadman Street I guess from
4 like 1981 to like '86 and they moved on, I can't remember the
5 road. The road where the Post Office is in McCormick. I
6 can't remember the name of it, that address but we lived there
7 until I would say 1989.

8 Q. So how many years total did you live with your
9 brother and sister-in-law?

10 A. I would say about 28 years or so.

11 Q. Where does she live now?

12 A. She lives right beside me. Her address is not on
13 Linden Road. It's Kennedy Road but the houses are right
14 beside each other. She just have the tip of the driveway, you
15 know, from what I have.

16 Q. About how far are the houses apart?

17 A. About 50 yards or something like that.

18 Q. Okay. How did you come to live on this property?

19 A. In 2008 I asked her about purchasing the property
20 and she said she would get back in touch with me and I guess a
21 couple weeks later I called her back and she told me, said you
22 can have the property. I want you to have it. You know, she
23 said you can do anything you want to do with it. You can live
24 there. Say you cancel it. She said you can even rent it, you
25 know, or can even tear it down. I told her I was gonna get

1 someone to check it out. I got a lot of my friends out there
2 right now to help me check it out. We decided it was good. I
3 called her back and I told her that I was gonna live in it and
4 I was gonna fix the roof up from caving in and I was gonna be
5 building a bedroom. My bedroom is 20 by 15. It's a really
6 large bedroom. I get some help building that bedroom and the
7 roof and the vinyl siding and opening up the trailer. It
8 probably took two years to complete that work. I started on
9 it in 2008. I didn't move in until 2010. Then during that
10 time I was living on Gold Street. I lived on Gold Street for,
11 I lived in two trailers there. I lived in one for two years
12 and I lived in one for three years, then I moved into another
13 one for another two years and my lease was up in, I think it
14 was April 2010 and then my fiancée moved in.

15 Q. All right. So you have lived on this property since
16 2010; is that right?

17 A. Yes, ma'am.

18 Q. You said it was 2008 that she gave it to you?

19 A. Yes, ma'am.

20 Q. Just a minute ago you said, you told her you were
21 going to fix it up and everything. What was her response to
22 that?

23 A. She said go ahead because I want you to have it. I
24 told you it was yours. You can do whatever you want to do
25 with it.

1 Q. What did the mobile home look like when she gave it
2 to you?

3 A. It was 19 -- Well, she made the statement I don't
4 care what you do to it. It was already built a 1973 trailer.
5 It was old. It was a roof that just had caved completely in.
6 It could have fell and hurt someone at any time so me and Jeff
7 Wilson, he helped me, too, we got involved, me, him and David
8 Roach and we built another roof on it and the bedroom because
9 building the roof, it came from the back part of it. I tore
10 the back side of the trailer out and had to put laminated
11 beams in it, 23 foot long. We to haul it on a big trailer to
12 get it there. But you had to do that because it would all to
13 support of the roof that we were putting on or it would have
14 caved right in and while we were doing that we just came out
15 the back side of it and built the bedroom on and a walk in
16 closet that is 20 by 15.

17 Q. So when she gave it to you in 2008, was it in a
18 condition that it was moveable?

19 A. No. You couldn't really live in it because I had to
20 replace the windows. The plumbing would not work. We had to
21 run pipes to the septic tank and everything. No one could
22 live in it.

23 Q. So you said I was not liveable in 2008?

24 A. No. All the windows and everything and the plumbing
25 wasn't working. We had to run new plumbing over to the septic

1 tank.

2 Q. Tell the Court what repairs that you did to the
3 mobile home.

4 A. From the beginning?

5 Q. Start from the beginning and just tell us.

6 A. In 2008, first we had to fix the plumbing because
7 the bathrooms, they, you know, wasn't working. We had to
8 replace all of the windows and like I said, we took the top
9 off of it.

10 Q. The roof?

11 A. The roof. So we had to build a roof. So building
12 the roof, you know, like the joists and everything. It
13 probably took about 60 or 70 of them because the trailer is
14 like 60 foot long. You had to have them. Like we put them
15 like every foot or two foot, something like that.

16 Q. You said you added another room and a bathroom?

17 A. A room. Yes. A room, a bedroom. I built a new
18 bedroom like I said 20 by 15 and I opened up the trailer for
19 23 feet. Remember when I told you I had to buy laminated
20 beam? The laminated beam to replace - the laminated beam we
21 had to tear the backside of the trailer out and so instead of
22 it being like a single wide, I guess we added six more feet,
23 20 feet long, six feet wide. We had to do all of that and
24 plus we had to, I built another room. We did that from 2008
25 to 2010. And in 2011 I built a new dining room and a

1 bathroom.

2 Q. All right. What about the outside of the house?

3 A. I had to replace the front porch. It was old and
4 weak so I had concrete blocks laid and we poured a concrete
5 front porch and I built a back porch, too. I built a shed
6 probably like 10 by 14 and I poured about 40 yards of concrete
7 around my house. That was the last thing I did back in
8 2014.

9 Q. Did that make a concrete driveway?

10 A. No. I mean, the whole yard concrete.

11 Q. The whole yard is concrete?

12 A. Yes. Everything.

13 Q. What about to the exterior of the home?

14 A. I put vinyl siding on it. Before I put the vinyl
15 siding, like I said, I tore that part of the trailer out in
16 the back and the front so I had to frame it up to be able to
17 put the plywood to put the vinyl siding on there.

18 Q. Was Ms. Adams aware that you were doing all of this
19 work to the home?

20 A. Oh, yeah. She came by all the time because by her
21 giving me that, I was wanting her to be proud of it, you know.
22 That was why every time I would do something, me and my
23 fiancée, I would call her down and ask her to look at it
24 because I wanted her to feel that I had done something good
25 with what she supposedly had given me.

1 Q. So how did she react when she would come down and
2 see it?

3 A. She would always say it look good, but it will never
4 be nothing but a 1973 trailer. That's all it will be is a
5 1973 trailer. That's what she always told me.

6 Q. But she seemed happy with what you did?

7 A. Yes. Never did tell me that nothing was wrong with
8 me doing nothing.

9 Q. Can she see your home from where her home is?

10 A. Oh, yes. I told you it's like only 50 yards from my
11 house. 50 feet. Sorry. Her bedroom is right there in my
12 yard.

13 Q. All right. She told you that she gave you the
14 trailer or the land or both? I'm not sure what you testified
15 about that.

16 A. She told me, she said I'm giving it to you. I want
17 you to have it. And she said I got the title and I'll give it
18 to you. And during the years we always asked for her to put
19 it in our name or give us the title because as the years went
20 on we had invest so much money and one of the main reasons we
21 wanted it in our name was because so we wanted to protect our
22 investment, you know, like get home owner's insurance. Of
23 course, we couldn't get home owner's insurance because it
24 wasn't in our name.

25 Q. Did she ever ask you to move the mobile home off the

1 property?

2 A. Never. Never asked me to move. Never. She never
3 did say anything about moving anything until 2014 when I guess
4 she was satisfied with what I was doing and she wanted it back
5 because it's always a lie, you know, from 2008 when I first
6 called her, you know, she never did have no intention of doing
7 anything about it. You know, we had a place to live. My
8 fiancée and I, we had somewhere to stay. We were staying
9 there. We didn't need to come up here for someone to wait to
10 it get to be looking the way they want it to look and then
11 they all want to change. I know what she told me.

12 Q. Did you ever pay the taxes on the property?

13 A. No. She stopped paying them in 2012, '13, whatever.
14 I don't remember.

15 Q. You paid the taxes since 2012 on the mobile home or
16 on the land?

17 A. The mobile home. But I have paid the taxes for the
18 last two years on the land also, the mobile home and the land.
19 Like she just stopped doing it.

20 Q. How much land is out there?

21 A. I think it's three acres.

22 Q. Does she also live on that three acre tract?

23 A. No. she live next door to it to like I said Kennedy
24 Road.

25 Q. But it's a different tract of land that she lives

1 on?

2 A. Yeah.

3 Q. Whose name is that tract in?

4 A. I guess in her sister Clarissa Gardner.

5 Q. So the only person living on this three acre tract
6 is actually your mobile home?

7 A. Yes. It's at the back of the three acres.

8 Q. You said that something happened in 2014 and she
9 started asking you to move. Tell me about that again. So
10 what happened in 2014 that made her start asking you to move
11 the mobile home off the property?

12 A. We just asked her about putting it in our name. But
13 right before this happened we were going to do some concrete
14 in the yard in the driveway because we had a bad spot and it
15 was washing the yard out so my fiancée said, we talked to
16 Nadine about pouring concrete. She told us that y'all go
17 ahead and pour the concrete and after we poured the concrete,
18 it was just like she turned into - like she wanted everything
19 back and she had been telling me for the last six years now I
20 want you to have it. That was 2014, she said everything she
21 had said about it. That's why today I'm just telling you, you
22 know, ever since 2008 she never had no intention of giving me
23 that home. She never did. The only thing she did -- I had
24 saved some money and I was living good. I had a place to
25 live. I didn't need to come way over here. But she told me

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1 that I could have that place and live there and we constantly
2 was working on it the whole time, me and my fiancée. But it
3 was a lie the whole time. She had no intention of giving me
4 the trailer or the land because it's 2016 now and the trailer
5 is still in her name, too. So I'm saying she used me. I
6 can't sleep like I do for someone to do me like that.

7 Q. Did she ever ask you to sign a lease for the
8 trailer?

9 A. She never - she asked - she never did until after we
10 did the concrete in 2014 and making me feel like she was
11 satisfied with that, I would get her to sign a release or
12 something like that. Never. She said I got the title. It's
13 y'all's. I want y'all to have it. Y'all can live there for
14 the rest of your life. My fiancée, when Nadine pulled that,
15 didn't want nothing to happen to nobody. But, Nadine, what if
16 something happen to you and you still ain't signed it over to
17 us. What we suppose to do then? She said I got something in
18 the safety deposit box and got written in there for y'all to
19 always live there the rest of y'all life. It's yours. I gave
20 it to you.

21 Q. And you never did pay her any rent for the
22 trailer?

23 A. No.

24 Q. Then she asked you to sign a lease in 2014?

25 A. 2014. After I poured over \$5000.00 in concrete.

1 Q. But you didn't sign it?

2 A. And then she said because I felt like it was wrong
3 for her to tell me that because it was wrong for her to wait
4 that long when she begin to feel this way.

5 Q. Did she take you to magistrate court?

6 A. Yeah. She took me to magistrate court. When she
7 took me to magistrate court, she just told me I just want him
8 off my property.

9 Q. She was seeking an eviction against you in
10 magistrate court?

11 A. Yes, ma'am. To evict us. My fiancée. I brung her
12 into this, too. She already had her own place to live. I
13 changed her life, too. This just completely changed our
14 lives. No matter what we done for her, no matter what we gave
15 to her, no mater what we tried to do for her, they all lied.
16 They have furniture in the house now that we gave them.

17 Q. Before all this falling out happened, did you ever
18 do anything for Nadine or pay her anything or help her with
19 anything?

20 A. I couldn't. The only time that I did cut the grass,
21 both houses, not only where she lived but where her sister
22 live at, too, from 2008 before we moved in I would cut the
23 grass and where I live at. We were always cutting the grass.
24 Cheryl was always mostly there with me. We cut in until 2014
25 when she started. When she started, I guess she let her

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1 emotion got the best of her. I guess her emotion and
2 jealousy, I guess, because I can't see nothing else that it
3 is.

4 Q. What about the well and septic tank?

5 A. The well is sitting directly out on two acres of
6 land back behind the house. Where my house sits, it's just
7 touching. It's really on the land. But the septic tank, you
8 know, it wasn't working until we did repairs to it.

9 Q. Does Nadine use the same well and septic tank?

10 A. No, ma'am. She don't.

11 Q. So there is a well and septic tank on this three
12 acres?

13 A. Yes, ma'am.

14 Q. And you helped pay for those?

15 A. I helped keep them up. They were tore up. She
16 didn't fix them. I fixed them. They weren't even working.
17 And I always done work for them. Their well had tore up and I
18 had to call my neighbors to go fix it but they couldn't fix
19 but because I was so familiar with fixing them up, I was out
20 of town. The last time I fixed it was probably like 2012 or
21 something like that. Mr. John Roach, he couldn't fix it. But
22 when I came back that Sunday, you know, I figured I probably
23 had to get a part to replace it and right a way it started
24 working. And recently had me, I always do stuff for her and
25 her family like even at their church, Mount Zion, I was going

1 to Super Bowl a couple years ago. It was on a Saturday. She
2 called me and said there was water in their church and that
3 the well needed fixing and they can't get nobody. I was in
4 Greenville, me and Jim Wood, and I told her I didn't really
5 feel like doing it. We had grandkids in town, too. But I
6 told her when I come back to McCormick, I'll come to see and
7 I went up there to McCormick, went and fixed the well. Well,
8 I seen what I needed for the well, came back to McCormick,
9 went and got the hardware for the plumbing, stopped by my
10 house and got other stuff that I needed and went and fixed the
11 water, you know. I mean, just water was just all over the
12 dining hall and the turn off valve probably from here to the
13 little restaurant out there, so by the time I turned the water
14 on and by the time I get inside to see where it leaking at,
15 the water all over the floor so I'm all in the water, too.
16 So, you know, that didn't mean nothing to them.

17 MS. STONE: Your Honor, we already marked this as
18 plaintiff's exhibit 1. We have agreed to it coming into
19 evidence. I'll go ahead and ask him about that.

20 MR. WISE: Right. He's going to testify those are
21 the things that he paid and we still dispute whether or
22 not he paid them and so forth but I know from his
23 deposition I know what he's going to say. He's going to
24 say these are for the things that I did in fact pay.

25 THE COURT: There is no objection to it?

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1 MR. WISE: No. It's not an admission on our part
2 that he did, in fact, pay them.

3 THE COURT: Sure. But you acknowledge that --

4 MR. WISE: He's going to say that he paid them.

5 THE COURT: Yes. Okay. It's admitted.

6 MS. STONE: Thank you, Your Honor.

7 BY MS. STONE:

8 Q. Mr. Adams, if you will flip over to the first tab
9 and just tell us what those pictures, just tell us what those
10 are pictures of please, sir.

11 A. This is the outside of the house as recently as of a
12 couple months ago when I had some of the pad work I had done.
13 Just like this top part, it was all ragged at the top. I had
14 to tear this down and this is new wood right here.

15 MS. STONE: Your Honor, would you like me to hand
16 you a copy?

17 THE COURT: Yes, ma'am. That would be helpful.

18 MS. STONE: There were three pictures we didn't
19 agree on. I'll take those out and give this to you.

20 THE COURT: Thank you.

21 BY MS. STONE:

22 Q. All right. Go head, Mr. Adams. Tell us what's in
23 the picture please.

24 A. In the picture is my house that I repaired. I
25 started on it in 2008. The last thing I done was this

1 concrete all over the yard. I finished that in 2014. But
2 this top part of the house, the black part, I had to tear this
3 roof off because it was old, ragged roof made out of two by
4 fours. Mine is built out of two by sixes. Probably total
5 about 70 joists. I got ceiling joist and I got rafters all
6 over. There's a whole bunch of money and a whole bunch of
7 material right there. And I guess we tore this off, tore that
8 part off in 2008. I guess we probably completed that in 2009,
9 the top, and we added that back room which you really can't
10 see. Oh, this back here. Flip to the next page. That's my
11 bedroom, 15 by 20 right there. You can flip back to the front
12 to see that. I kind of put it on the back part there. I
13 built a walk in closet in between. And if you flip back to
14 that part where you see my bedroom there, as you go right past
15 that inside window coming all the way back to that porch 23
16 feet, I had to get a special beam called an abl laminated
17 beam, you know, because if I wouldn't have put that laminated
18 beam, if you flip right back to the front here, if you look,
19 you got to look real close, there's little poles we had to put
20 in the front because if we didn't put those in the front, the
21 top wouldn't have nothing to sit on. You know what I'm
22 saying? That's why this trailer cannot be moved because I
23 have got poles in the ground with the concrete put inside of
24 it. That's something special we had to do to make this place
25 support the weight from this roof.

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1 Q. Now, at this point the trailer cannot be moved off
2 the property?

3 A. It cannot be moved because it has got the poles
4 inside.

5 Q. If you will flip over to the second tab where we
6 have got the receipts and tells us about the total that you
7 have spent on the property. What's the total amount of money
8 that you have receipts for for what you spent on the
9 property?

10 A. \$44,850.64.

11 Q. Right behind that total is all the different
12 receipts that you could find?

13 A. Yes. All the different receipts. It's probably way
14 more than this. Then you got all kinds of other expenses like
15 gas and having stuff shipped out, you know. Stuff that you
16 didn't keep because you had no idea that another human being
17 would do another human being like this, you know, just by
18 telling a lie. You know, just lie. Emotions get the best of
19 you. Like I said, the emotions, just jealousy. It's just
20 wrong. Completely wrong for someone to do something like
21 that. I can't see -- I can't do nothing. It's the worst
22 feeling I ever had in my whole life and all because I thought
23 that I was doing something good to something that somebody had
24 given me something.

25 Q. So you don't want to have to leave your home?

1 A. I don't want to have to leave my home because I was
2 lead to believe that was my home. I left a home. She left
3 her home. We left a home listening to someone tell us a lie.
4 A lie that she could have kept. We didn't need to come up
5 there like that. We didn't need to be lied to and hurt and
6 mislead like that. We didn't need that.

7 Q. Tell us what the third tab is in plaintiff's number
8 1?

9 A. These are the taxes.

10 Q. Are those tax receipts that you paid?

11 A. Yes. Every receipt. I have a lot of receipts that
12 she paid, but these are the receipts that I paid on the land.
13 Like she didn't care about the trailer nor the property. She
14 just stopped paying and I feel like she stopped paying them
15 because she didn't want me to have it. It she seemed like she
16 would rather for it to be lost or sold, you know, in a sale or
17 something like that than for me to have it.

18 Q. The one from last year isn't in there, but did you
19 pay that, too, for 2015?

20 A. Yes, ma'am.

21 Q. What's the fourth tab please?

22 A. The lease.

23 Q. Is that a copy of the lease she asked you to sign?

24 A. Yes, ma'am.

25 Q. Then after that is when she went to the magistrate

1 court to have you evicted?

2 A. Yes, ma'am.

3 Q. Has anything else happened to your property since
4 this case has been pending?

5 A. We went to a deposition and there --

6 MR. WISE: I would object to this, Your Honor.
7 There's no proof of anything other than the fact that he
8 had some damage to his mobile home. There's no
9 allegation - there's no proof anybody as to who did it.

10 THE COURT: What was the question again?

11 MS. STONE: Your Honor, I was going to ask him about
12 some vandalism that happened at his property while this
13 case has been pending. And no, we don't know who did it
14 but there's been some damage to the property which I
15 think is relevant.

16 THE COURT: What's the relevance of it?

17 MS. STONE: I guess it's relevant for showing the
18 relationship between the parties, if she's the one who
19 did it. And also it's relevant as to the value of the
20 property.

21 THE COURT: Well, I think it's speculative as to who
22 might have caused it, but what's the nature of it as it
23 relates to the value of the property?

24 MS. STONE: Well, the vinyl siding was damaged and
25 there was some windows that were kind of damaged. The

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1 wood on the windows was damaged and the door of the shed
2 was knocked down.

3 THE COURT: And that's to show the value of the
4 property?

5 MS. STONE: Well, I guess -- he doesn't have any
6 insurance on the property so he was not able to make a
7 claim on it is my understanding and it hurt the value of
8 the property whoever ends up getting the property.

9 MR. WISE: As I said, there's absolutely no evidence
10 as to who did it. It's just speculative at best.

11 THE COURT: I agree with you on that particular
12 point, but I'll let him testify as to what the damage is
13 to the extent that it's not been repaired or if it has
14 been repaired.

15 MS. STONE: I'm not sure about that either, Judge.

16 I'll ask him.

17 BY MS. STONE:

18 Q. Mr. Adams, was there recently some damage done to
19 your property?

20 A. Yeah. Me and my cousin was going out to the house
21 fixing a chain saw that I had and then he say the dog knocked
22 your trash can down. I don't have a dog. My neighbor have a
23 dog. They have a dog, too, right. I said my neighbor dog
24 don't do like that. So I reached down and picked up the trash
25 can and I could see that my shed door which was probably 25

1 feets away from the window, you know. She might have not done
2 but she may have done it, you know. I don't know. But I have
3 tools and air compressors. I have probably like four or five
4 thousand dollars worth of stuff in there and just like I said,
5 I had the lock on the door, right? The screens is on the
6 outside of it, you know. So you could have took a screwdriver
7 and unscrew it, you know. But when they kicked it in, you can
8 still see the footprints on the picture. When they kicked it
9 in, it was still locked. The lock was still on it. And then
10 my cousin said let's check the rest of the house out. So as I
11 walked down the driveway I could see some more white stuff on
12 the concrete and I knew it was the vinyl siding. I looked at
13 the house. I could see six little spots. I called you. I
14 called you. You told me to call the police. I called the
15 police and they came out and told me to look at stuff and
16 said, man, this is an axe. Somebody been here in your yard
17 with an axe and hit your house with an axe. I don't know who
18 done it. But we had the kids to spring break just a week
19 before that, right? They always come for spring break and the
20 older one 15 and the younger one is 8 and the smaller one, he
21 gets up at 6:00 in the morning always looking for me. They
22 was there with us. But what if they were there and they would
23 have saw them out there banging on the house with a axe, you
24 know? And they would have seen who they were. What would
25 they try to do then?

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1 Q. Have you repaired the damage?

2 A. No. Just like I said earlier when we were talking
3 about when it got to a certain point where I had to invest
4 more money into the place that I was always consistently
5 trying to get her to do what she said, that she was gonna put
6 it in our name so that one of the reasons that I wanted it in
7 there so that we could protect our, what we had, our
8 investment that we had put inside there. And so by saying
9 that if the house is not in your name, you can always get
10 rental. So what I have is just for the inside and they know
11 what I have. And I have tried and tried.

12 Q. You have renter's insurance?

13 A. I have renter's insurance because I tried and tried
14 to at least get her to put -- She say that she gave it to me.
15 She didn't do nothing. Why does it take so long? You can see
16 what this man, this man been putting into this place. You
17 know it's not free. Ain't nobody --

18 Q. Did you repair the door to the shed?

19 A. No. I didn't even close it. I know where it come
20 from. Ask my fiancée. I know. I ain't even close it. I
21 said if they wanted it so bad, they could get it. It seemed
22 like they were angry.

23 Q. Mr. Adams, earlier you talked about the magistrate
24 court hearing. What happened when she tried to evict you in
25 magistrate court?

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1 MR. WISE: Objection to that, Your Honor. I don't
2 think it's - if they got a certified copy of a ruling
3 maybe, but I think it ultimately was dismissed. If
4 that's where they are going, I'll stipulate it was just
5 dismissed.

6 MS. STONE: Okay. That's fine. I just thought that
7 was important for the Court to be aware of.

8 MR. WISE: Because this thing ended up being
9 pending.

10 BY MS. STONE:

11 Q. Is that why you filed this case, Mr. Adams?

12 A. Yes.

13 Q. I'm sorry. Yes?

14 A. Yes.

15 MS. STONE: All right. Please answer any questions
16 that Mr. Wise has for you.

17 THE WITNESS: I will.

18 THE COURT: Any cross?

19 CROSS EXAMINATION

20 BY MR. WISE:

21 Q. Mr. Adams, she gave you this trailer back in 2008?

22 A. I don't think she gave me anything, sir.

23 Q. Well, you moved in the trailer in 2008?

24 A. No, sir.

25 Q. Excuse me. You moved in in 2010?

1 A. Yes, sir.

2 Q. So you moved in, started working on the trailer in
3 2008 that she did not give you?

4 A. She said that she did.

5 Q. Excuse me?

6 A. She said that she gave it to me.

7 Q. She said she gave it to you?

8 A. Yes, sir. He said she gave it to us.

9 Q. She told you you could have the trailer?

10 A. She told me you can have it. I want you to have it.
11 You can sell it. You can rent it. You know, rent it.

12 Q. All right. She told you you could have the
13 trailer?

14 A. She told me I could sell it. I could rent it.

15 Q. Do what you want to it?

16 A. Do whatever I want to.

17 Q. If you want to burn it down, you could?

18 A. I guess so.

19 Q. She had bought this land with that trailer on it,
20 correct?

21 A. Yeah. I guess.

22 Q. Do you know when she bought the land?

23 A. No, sir. I don't know.

24 Q. No one was living in it when she said you could have
25 it?

1 A. No, sir.

2 Q. All right. And at the time that you started working
3 on this trailer, could it be moved at that point?

4 A. I guess so. I never moved it. I don't know.

5 Q. You never looked into moving it?

6 A. That never came up. It never - moving it was not -
7 she never - I told you the four things she said. She said you
8 can - she said you can tear it down. You can live in it. You
9 can rent it or you can sell it.

10 Q. All right. But what she basically gave you was the
11 rights to that trailer?

12 A. She ain't given me nothing. She give me the right
13 to fix that trailer up, I guess.

14 Q. She what?

15 A. Gave me the right to fix that trailer up because she
16 told me, if you let me explain, she said it's yours. I want
17 you to have it. You do whatever you want to do with it. And
18 like I told you, I said I want to get someone to check it out.
19 I got a lot of guys to check it out in different areas when I
20 knew that stuff was going to need to be repaired.

21 Q. Let me back up a minute. Has she ever prevented you
22 from moving that trailer?

23 A. Moving never came up.

24 Q. Excuse me?

25 A. Moving never came up.

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1 Q. So she's never prevented you from moving it?

2 A. Moving never was --

3 Q. She's never told you you can't move it?

4 A. Sir, she never told me that I had to move it.

5 Q. But she never told you that you couldn't move it?

6 A. Moving it never came up.

7 Q. You understood that she was giving you the trailer

8 and not the land?

9 A. She told me you can rent it, you know. I was going
10 to rent her land.

11 Q. She never told you that she was giving you the
12 land?

13 A. She told me that she was going to give me the
14 trailer. She never gave me the trailer.

15 THE COURT: Mr. Adams, when he speak into the
16 microphone, you're breaking up so you just need to speak
17 loudly.

18 BY THE WITNESS:

19 A. My throat is really dry.

20 MS. STONE: You need some water? I'll give you some
21 water.

22 BY MR. WISE:

23 Q. You ready?

24 A. Yes, sir.

25 Q. All right. So she told you in 2008 the trailer is

1 yours or words to that effect?

2 A. Yeah.

3 Q. Is that correct?

4 A. Yeah.

5 Q. She never told you the land was yours?

6 A. Would you let me explain? She never did. We never
7 did come up with - she never did say anything about the land
8 and she never did say anything about moving anything. We had
9 discussed this, you know, me moving up there. I even told
10 Nadine what color what was going to be on the house.

11 Q. I understand that.

12 A. And the colors are black and white. Everything
13 I have is black and white.

14 Q. But she never told you and you never wanted the
15 land; is that correct?

16 A. I expected to have whatever she told me that I could
17 have.

18 Q. Let me ask you then. We took your deposition a few
19 weeks ago, didn't we?

20 A. Yes, sir.

21 Q. Is that correct?

22 A. Yes, sir.

23 Q. I'm opening up the original. I'm going to ask you
24 about something you said in your deposition.

25 A. All right.

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1 Q. All right. (Proffering.) Take that deposition and
2 turn to page 13 at line 7. You see that?

3 A. Mm-hmm.

4 Q. I asked you the question at line 5 what discussions
5 did you have about her, about the land? Do you remember that
6 question? And your answer was she told me, she never did tell
7 me that I had to move the place so I'm thinking the land is
8 right there with it. She never did tell me none of the land
9 was yours. I didn't want the land. I didn't want the land.
10 She never did tell me.

11 Was that your answer back then?

12 A. Yep.

13 Q. So it's correct to say that you never had an
14 agreement with her about the land?

15 A. Never did discuss the land, sir.

16 Q. Never did discuss the land. So she never said I
17 want you to have the trailer and one acre of land with it or
18 anything like that?

19 A. We never did discuss the land.

20 Q. All right. So in 2008 you started working on the
21 trailer?

22 A. Yes, sir.

23 Q. And I will agree you made some substantial
24 improvements to it.

25 A. Thank you, sir.

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1 Q. I think we discussed that.

2 A. Yes, sir.

3 Q. All right. You said that there was some poles
4 driven through it that makes it impossible to move, correct?

5 A. You have to put it to hold the roof up. That was
6 the requirement with the code and building codes and stuff
7 like that, you know, because that trailer couldn't support all
8 of those rafters built out of two by six and everything with
9 the bedroom and plus the plyboard and plus all the shingles,
10 it wouldn't support it.

11 Q. When did you make this trailer what I would call
12 unmovable where it couldn't be moved?

13 A. Once we built the top on it.

14 Q. When you put the top on it?

15 A. Yes.

16 Q. Did you go tell Ms. Adams that I'm going to make
17 this trailer where it can't be moved?

18 A. We didn't discuss anything like that, sir. What I
19 did tell her, I said I'm gonna live in this trailer. I'm
20 gonna build a top on it and I'm gonna build a room and we are
21 going to stay there.

22 Q. All right. So you've got a list there of a lot of
23 stuff that you put in this trailer.

24 A. Yes. Probably way more than that, sir.

25 Q. The vast majority of those expenditures was on the

1 trailer itself, correct?

2 A. Yes.

3 Q. It's not like a lot of landscaping was done?

4 A. Oh, it was. It was.

5 Q. Some?

6 A. Yeah, it was. Especially coming to the concrete.

7 Even when it comes to building a porch, all of that had to be
8 leveled off so the man can do the block. He had to pour the
9 foundation and he had to pour that so this had to be done. We
10 went in and dug with picks and shovels, sir.

11 Q. All right. You didn't put any grass and stuff like
12 that in?

13 A. Grass? We put all this concrete.

14 Q. All right. The majority of the money you spent was
15 actual physical improvements to the trailer?

16 A. And to the property, sir. I told you that --

17 Q. You said you spent \$44,000.00?

18 A. Probably more. Way more.

19 Q. What would you estimate actually went into the
20 trailer as opposed to the property?

21 A. Went into the trailer?

22 Q. Actually building the roof on it, building the
23 inside and stuff like that?

24 A. Well, I consider the trailer as the property, you
25 know, since, if you let me explain, you know, since it's in

1 Nadine's name, just like I said, she didn't hold up to her end
2 of the agreement when she said that she had gave it to me.
3 And so this is her property and the trailer is, the trailer is
4 all that went into it because she hasn't given me anything.
5 The only thing she's given me is a headache and a whole lot of
6 stomach ache and losing a whole lot of sleep at night and a
7 whole lot of depression and stress. I hurt so hard. I hurt
8 so much. I can feel the stress inside my veins, sir.

9 Q. All right. When she first told you you can have the
10 trailer, there was a discussion about the title, correct?

11 A. Mm-hmm.

12 Q. Correct?

13 A. Yes, sir.

14 Q. All right. I believe she had actually bought the
15 property and the trailer from somebody else?

16 A. Like I said, I don't know.

17 Q. You don't know?

18 A. I don't know that, how she got it.

19 Q. Well, before you started the first piece of work on
20 it, did you ask her to sign the title over to you?

21 A. Sir, like I said, when I was a little kid, I met
22 Nadine and I trusted Nadine and she was - like my sisters are
23 younger than me. She was just like my big sister. Like I
24 said, I lived with her and my brother for over 12 years so
25 when Nadine would tell me something or my brother that died

1 would tell me something, I would listen to them because they
2 was just like - that's what I wanted to listen to them. So I
3 wanted to believe her, you know. That's why I started doing
4 what I started doing. I started working on it because she
5 said you can have it, Sonny. I want you to have it. You can
6 do whatever you want to do with it. You can rent it. You can
7 tear it down. You can live in it. Or either you can sell it,
8 sir. That's what I was told.

9 Q. I understand. So if Ms. Adams gave you the title or
10 assisted you in getting the title, you would be happy?

11 A. It can't be moved.

12 Q. I understand that. She didn't prevent you from
13 moving it, did she? Has she ever prevented you from moving
14 that trailer?

15 A. We never talked about moving the trailer, sir. We
16 never talked about it.

17 Q. So if you never talked about it, she never stopped
18 you?

19 A. We never discussed it because like I said, her and
20 my brother, they were just like my leaders, man, when I was a
21 little guy. I looked up to everything that they told me. I
22 believed in it. I believed everything that they told me.
23 They were my super heroes. I would never, never went against
24 anything that she would ever say to me.

25 Q. You're the only person that is using the well on

1 that property; is that correct?

2 A. Yes, sir.

3 Q. And you're the only person that uses the septic
4 tank?

5 A. Yes, sir.

6 Q. Is that correct?

7 A. Yes, sir.

8 Q. And she's never charged you any rent or anything for
9 either the well, septic tank or the land?

10 A. Uhm, a couple - some of the things we discussed. I
11 would always cut their grass and do everything and the
12 property like her three acres most of that is just grass
13 cutting. It's not like a whole bunch of oak trees or pine
14 trees. So there was a whole lot of physical cost me to do
15 that right there all the time. All the time.

16 Q. Y'all never had any formal arrangement on rent or
17 anything like that, correct?

18 A. No. She always told me, even the first time before
19 I even started paying the taxes, I came home one day and it
20 was the pink slip was up in the yard. So I called. I said,
21 Nadine, I said you didn't pay the taxes. I said do you need
22 me to pay the taxes? And this time there was a mistake. She
23 said, no. No. There was a mistake. I been paying them taxes
24 because I paid them taxes when I paid my sister's and brother
25 taxes when they come due. That's what she told me.

1 Q. But you went down and paid the taxes on the real
2 estate for two years?

3 A. The land, too. Yes. Because my attorney told me,
4 say, we agree. Why would we go to court if we don't have
5 nothing to go to court for about because not paying the taxes
6 they would sell it, right?

7 Q. They would what?

8 A. It would go up for sale if you don't pay the taxes
9 on the property and stuff.

10 Q. If you don't pay taxes on the property ultimately it
11 will be sold, that's correct.

12 A. Yes, sir.

13 Q. That's --

14 A. You have no reason to be there.

15 Q. If you're not paying them, you could have gone and
16 bought it at a sale?

17 A. No.

18 Q. All right. But a lot of the stuff on your expense
19 list you paid out in cash?

20 A. Yes, sir.

21 Q. Correct?

22 A. Yes, sir.

23 Q. To individuals?

24 A. Yes.

25 Q. And you don't have any of the checks. Did you pay

1 any of it by check?

2 A. I could have.

3 Q. You don't know?

4 A. I don't remember. I don't know.

5 Q. So most of the employees or the individuals that are
6 named on there are people that you paid cash to?

7 A. Some of them. Yes. Some of them.

8 Q. Is that correct?

9 A. Some of them.

10 Q. I believe that's what we discussed also --

11 A. Yes.

12 Q. -- in your deposition. All right. So how many
13 times would you say Ms. Adams was down at this trailer from
14 2010 to 2012?

15 A. A lot. 10 or 12 times. My niece. My nephews. My
16 greatniece. My greatniece would come every day out of school
17 until I don't know what happened. Someone told her to stop
18 coming because and then when they stopped coming, like I say,
19 we have grandkids that always come to town.

20 Q. So what you are telling us is that you spent
21 according to your testimony about \$44,000.00 improving a 1973
22 trailer?

23 A. Yes, sir.

24 Q. That was on Ms. Adams' land?

25 A. Yes, sir.

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1 Q. Is that correct?

2 A. Mm-hmm.

3 Q. Is that correct?

4 A. I improved that property.

5 Q. All right. And that was a 1973 trailer?

6 A. Yes.

7 Q. That now can't be moved. So if it's moved, it has
8 to be torn down?

9 A. Well, yeah. Well, it won't be able to move it. It
10 would cost, probably cost more money moving it than selling
11 it.

12 Q. But hadn't you talked at one time about trying to
13 get it moved?

14 A. No.

15 Q. You bought the land behind this?

16 A. Yes. I bought the land behind it.

17 Q. Did you buy the land behind it with the purpose of
18 trying to move this onto it?

19 A. No. I bought that land behind it because I had a ex
20 brother-in-law in the past, a few years ago and him and my
21 sister they had got a divorce, but we was like the only family
22 they had in McCormick so we had to set a home up on Brown
23 Street in McCormick with my sister and brother-in-law live in
24 it and so Nadine, she was up there during that time and I just
25 went in there and I told her, I said, Nadine, I don't want to

1 have no kind of bad feeling with each other, anything like
2 that, right? I said Patty and Nate had came to me and she
3 said, Sonny, I know you and my daughter always work to the
4 place up there, right? She said my brother Peewee own this
5 land back behind you. She said, Sonny, he won't build but
6 nobody but you because it right behind your house. And I
7 said, Patty, she said - I said what you give me? She said,
8 you know, would you be interested in buying it from me? And I
9 said yeah. I said that would be great. I said that will be
10 something that maybe I can talk to Nadine about just
11 switching, you know, just like I said, that land. I got the
12 acre and my house is almost on that two acre. It's probably
13 five feet away and they would be on mine and she was up to the
14 house and she said I'll do that. And then during that time
15 when we were going to do the concrete, we talked, my fiancée
16 talked to her about it and she told y'all go ahead and y'all
17 pour y'all concrete and when you and Patty get finished with
18 the sale of the land, you know, we'll go ahead and change it
19 then. But then she - I was getting everything together and
20 then she changed so...

21 Q. Did you and Ms. Adams have a lot of text messages
22 back and forth?

23 A. Not until 2014 and my text message was basically I'm
24 trying to, you know, just tell her how bad I hurt. How much I
25 care. How bad I wanted to get the thing resolved. I'm

1 offering money. I'm offering to trade her land. I never said
2 anything about anything.

3 Q. In 2013 y'all had some text messages?

4 A. 2013? I don't. - I don't --

5 Q. Your phone number back then was 554-1043?

6 A. Yes, sir.

7 Q. I want to show you this highlighted text message
8 here on Thursday, July 18th, 2013.

9 MS. STONE: Your Honor, I object to these text
10 messages being introduced just because they are typed out
11 on like a Word document. There is no indication that it
12 actually came from the phone company. If he's just going
13 to ask him if he sent it.

14 MR. WISE: I'm going to ask him if he recognizes it.
15 right now first thing.

16 BY MR. WISE:

17 Q. I'll hand you that. Look at that highlighted
18 portion down there on July 18th, 2013. Do you recall sending
19 that message to Ms. Adams?

20 A. Which one you say?

21 Q. The one highlighted in yellow.

22 A. I don't remember.

23 Q. You don't remember?

24 A. No.

25 Q. All right.

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1 A. Basically a lot of this is saying stuff just talking
2 about her not putting anything in my name. This is just like
3 basically just trying to get along.

4 Q. I understand.

5 A. That's the same stuff.

6 Q. My question to you is, do you remember sending those
7 text messages?

8 A. No. I don't know. I don't know. But that's making
9 same thing you and I been up hear talking about. Anyway, one
10 more thing --

11 MR. WISE: Just a second. Your Honor. I would like
12 to mark this for indication only right now.

13 THE COURT: Yes, sir.

14 (Whereupon, Defendant's Exhibit #1 marked for
15 identification.)

16 BY MR. WISE:

17 Q. I'll hand you back what's been marked as defendant's
18 exhibit 1 for identification only and it consists of one, two,
19 three, four, five, six pages, and I would like for you to look
20 through that and ask you if you recognize any of those as
21 being text messages between you and Ms. Adams?

22 MS. STONE: Mr. Adams, do you need some glasses?
23 Can you see okay?

24 BY THE WITNESS:

25 A. I can't see.

1 BY MR. WISE:

2 Q. You can or can't?

3 A. I can't. I wear glasses but I lost them.

4 MS. STONE: See if that helps you.

5 BY THE WITNESS:

6 A. I don't remember this.

7 BY MR. WISE:

8 Q. You what now?

9 A. I don't remember. But what I'm saying is, if you
10 let me explain --

11 Q. Just one second. Just one second. You have looked
12 through exhibit 1 and you don't recall those being what you
13 sent?

14 A. I don't remember.

15 Q. Okay. All right. Now explain.

16 A. What I'm saying, you know, you keep on saying
17 something about moving the trailer, moving or something like
18 that, right? Okay. You make me feel like someone comes and
19 say I got this trailer over here or this house over here, you
20 know, will you come and move it for me? You know, even they
21 say, yeah, I can come and move it, but then I'm gonna say, oh,
22 by the way, it's not in my name. So Nadine never had any
23 intention of putting anything in my name. That's why she
24 didn't give me -- I know it's your job. I understand it's
25 your job, sir, but it's never, she never had no intention.

1 She done put us in a hole. I mean a big hole. I don't know
2 which way to turn. I'm disabled now. I can't do what I did
3 then. I never be able to do it again. It's all a big lie,
4 man.

5 Q. Did you ever ask Ms. Adams about telling a moving
6 company that she wanted this trailer moved because it's your
7 trailer?

8 A. I never asked her that.

9 Q. Never asked her about moving it?

10 A. No.

11 Q. All right. Now, before the action was filed in
12 magistrate court, she did talk to you about moving the
13 trailer?

14 A. In 2014?

15 Q. 2014. Yes.

16 A. No. She said that after I wouldn't sign the
17 lease.

18 Q. Wouldn't sign the lease. So she came to you and
19 wanted you to sign the lease for rent of \$200.00 a month?

20 A. But the reason -- It wasn't the point about the
21 \$200.00 a month. It was the point about, if you read the
22 lease, it would be like if I break the lease, everything
23 stays, whatever I had done, you know. Can't nothing be moved.
24 Can't no change be made to the property or nothing, you know.
25 It just sounds like I was - she was gonna take it from me so I

1 wasn't going to sign that right there because I knew I would
2 sign the lease for one year, then next year I would have been
3 out.

4 Q. So you didn't - she came to you about a lease and
5 you wouldn't sign it?

6 A. No.

7 Q. Is that correct?

8 A. No. I wouldn't sign it.

9 Q. And when you didn't sign that lease is when this
10 thing kind of ended up where we are; is that correct?

11 A. Yup.

12 Q. Is that correct?

13 A. Yes, sir.

14 Q. Okay. And you have no written agreement with her
15 reflecting anything?

16 A. We had a verbal agreement.

17 Q. Correct.

18 A. I told you a verbal agreement with someone that just
19 took me in when I was a little kid when I was young, took me
20 in. I was their best man, too, right? For someone to tell me
21 something, you know how you listen to, somebody will listen to
22 another person more than they would listen so someone else,
23 there was no reason for me not to believe her.

24 Q. But you have no written agreement with her on
25 anything?

1 A. Just a verbal.

2 MR. WISE: Okay. Thank you.

3 THE WITNESS: You're welcome.

4 THE COURT: Any redirect?

5 MS. STONE: Just briefly, Your Honor.

6 REDIRECT EXAMINATION

7 BY MS. STONE:

8 Q. Mr. Wise was asking you about when it became
9 immovable and you said that she came over when you were
10 building the roof on or whatever; is that right?

11 A. Yes. Mm-hmm.

12 Q. And you told her you were going to build on top of
13 the roof and stay there. Is that what you said?

14 A. Yes, ma'am.

15 Q. What was her reaction to that?

16 A. Oh, it's yours. You can have it. I told y'all you
17 can have it. You can do anything you want to do with it. You
18 can rent it. You can live in it. You can tear it down or you
19 can sell it.

20 Q. So at that point was it clear that it was not going
21 to be able to be moved?

22 A. Yes, ma'am.

23 Q. Did she say that you could live there for the rest
24 of your life?

25 A. For the rest of our lives. I had my fiancée with

1 me. She was right there with me.

2 Q. Just so we understand about the land that you were
3 buying behind the property, you were hoping you could exchange
4 that for the land you were living on?

5 A. Yes, ma'am.

6 Q. So that Ms. Adams would still have three acres of
7 property?

8 A. Yes, ma'am.

9 Q. But she wouldn't agree to that?

10 A. She did at first, then she changed her mind.

11 Q. So at first she agreed to exchange that for you,
12 then she changed her mind?

13 A. Yes, ma'am.

14 MS. STONE: Please answer any other questions

15 Mr. Wise has.

16 MR. WISE: I have no further questions.

17 THE COURT: You may step down. Thank you. You may
18 call your next witness.

19 MS. STONE: Thank you, Your Honor. I call Nadine
20 Adams please.

21 Thereupon,

22 NADINE ADAMS

23 after having been first duly sworn, testified as follows,

24 MS. STONE: Your Honor, I would like to call her as
25 an adverse witness.

1 THE COURT: Yes, ma'am.

2 DIRECT EXAMINATION

3 BY MS. STONE:

4 Q. Please state your full name.

5 A. Nadine Gunter Adams.

6 Q. Ms. Adams, what's your address?

7 A. Physical address is 378 Kennedy Road.

8 Q. You live right beside where Sonny lives in the
9 mobile home?

10 A. Yes. That's my property.

11 Q. You heard him tell about your relationship with him
12 prior to 2014; is that correct?

13 A. No. I'm not -- He say he live with us 12 years, me
14 and my husband. He never lived with us. He would come and
15 stay some nights but he never brought clothes and things and
16 just moved in. Never did.

17 Q. He was the best man at your wedding, right?

18 A. Yeah. That's right. That's my husband's brother so
19 he was best man.

20 Q. And y'all were real close up until right now 2014;
21 isn't that right?

22 A. Well, yes. Well, the problem started back in 2013.
23 That's when I knowed something was going on that he wasn't
24 planning on moving. But before then when he moved, he called
25 me and asked me to get the mobile home. He wanted to buy the

1 mobile home. I told him, Sonny, I don't want that mobile
2 home. I was getting ready to get it torn down. I had talked
3 to someone to get it torn down or move it because my daughter
4 didn't want it. I had asked her about it. She said, no, she
5 didn't want it.

6 Q. So it was in bad enough condition to get it torn
7 down?

8 A. No. I asked my daughter did she want it. She said
9 no. So my son was only a teenager, 10 or 12, whatever, so she
10 was saying she wanted the land. She would put a mobile home
11 on there herself if we didn't get a house or something put on
12 it so that's why I wanted to get it moved.

13 Q. But you were going to tear it down?

14 A. Yeah. I was gonna get someone to tear it down.

15 Q. Because it was in bad shape?

16 A. No. You could live in it, but you had to do some
17 work on it. The plumbing I had just put. I had bought some
18 light fixtures because I thought my daughter would get it. I
19 was thinking about fixing it up. I had bought some light
20 fixtures and stuff. I had had some problems with the well. I
21 bought a submersible pump and had the well fixed but she told
22 me she didn't want it. She would rather just get something
23 new because it was old and it probably work having to be done
24 to keep everything working on it so she rather just get a
25 different one if we didn't move it.

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1 Q. Well, if you were considering tearing it down, it
2 must have been in pretty bad shape, right?

3 A. Well, you could fix it. You could live in it. It
4 was liveable.

5 Q. It was liveable, but you were actually considering
6 tearing it down?

7 A. Well, a lot of people tear down stuff. But if it's
8 good, somebody could live in it, but if you don't want it...

9 Q. But instead you gave the mobile home to Sonny?

10 A. He asked me could he buy it. I told him no. You
11 don't have to buy it, Sonny. I'll give it to you. And he
12 said, well, I want to get it. I want to fix it up. And I
13 said look, Sonny. I said, I'm giving you the mobile home. I
14 don't have any land to give. I'm not selling you no land. I
15 said you get it. You find you some land and you welcome to
16 move it and that's what he told me he would do.

17 Q. Well, you told him he could live on the land the
18 rest of his life, didn't you?

19 A. No. No. Never. Never.

20 Q. Why did you let him stay there then from 2008 to
21 2014?

22 A. Because he had asked me. He said give him two or
23 three years or so, that he was going to find some land. He
24 was thinking about buying some land up there by his sister.
25 He was thinking about buying land up there. He wanted me to

1 give him some time and he would get the mobile home moved. So
2 that's why I waited. And as far as cutting the grass, I had a
3 lawnmower. I gave Sonny the lawnmower. He cut the grass
4 because at that time he was not working. He did not have a
5 job. And me and my mother, we would pay him to cut our grass
6 also but I had given him the lawnmower.

7 Q. So he lived there from 2010 until now, correct?

8 A. Mm-hmm.

9 Q. And you saw he was doing all these improvements but
10 you never --

11 A. I didn't know.

12 Q. Hold on. Let me finish my question. -- but you
13 never told him he needed to get off the property, did you?

14 A. No. Not back then. I told him - he knew he had to
15 move. He knew in that in the agreement that he had to move
16 it. That was first before he even moved up here I told him
17 that.

18 Q. You saw him doing all these improvements and fixing
19 the property. Why didn't you go over there and say, Sonny,
20 what are you doing? You can't do this.

21 A. To the mobile home?

22 Q. Yes.

23 A. Yeah. I asked him that and he never would talk to
24 me. I would talk to his fiancée. He sent me a text message
25 and said that he was going to move it. He said, Nadine, I

1 know you want me to move it. I know you need your land. He
2 said, but I'm just doing that to fix it so when I move it, I
3 won't have that much trouble doing it. It would be easier for
4 me to move it.

5 Q. Well, he just testified that you were at his house
6 when he was affixing it to the land?

7 A. I - I - I never went down there that much. I only
8 went to their house maybe -- I never went down there because
9 his fiancée would always be at me about not coming down there.
10 Now, if they had some kind of thing going on, I would go down
11 there just to go, me and my sister or someone.

12 Q. Well, you can see it from your door, right? You can
13 see, from your house you can see his house?

14 A. Yeah. I didn't know, even know if the house -- Back
15 in 2009 I got sick. I was in the hospital for a month. I was
16 out of work for five months, almost six months. I didn't go
17 back to work until the next year and I wasn't staying up here.
18 I was mostly in Augusta. I was staying back and forth down
19 there with a friend in Augusta. I didn't even know the house,
20 you know, they had added a room on there until my daughter
21 told me. As far as the concrete being put in there, his
22 fiancée came up and told me about the concrete because she was
23 fussing because a family member of hers had did some work, put
24 concrete down there and he didn't even pay him. He paid some
25 of the other folks whoever he had gotten to do it. But I

1 didn't know. And that's when I asked, I said, concrete? What
2 you putting down there? And that's what she told me. But
3 see, I was back and forth in the hospital because during all
4 that time after I had gotten out of the hospital I was back
5 and forth. I had surgeries and so I was sick. I didn't
6 know.

7 Q. So for six years he's done all these improvements
8 and poured concrete and built onto the house and you just
9 didn't notice?

10 A. He didn't done that. That was in 2013 or whatever
11 he had the last thing he done.

12 Q. When did he build the room on?

13 A. That had to be around 2010 or so. In fact, I got a
14 letter from the county office building because he hadn't went
15 down there and got permits.

16 Q. So for six years you didn't notice that he built a
17 room on --

18 A. No.

19 Q. -- was putting concrete in and all this stuff?

20 A. No. He has been in that house. He's been building
21 on that room. That room was done and the concrete and all
22 that was done back in 2012. 2011 and '12.

23 Q. Ma'am, if you will let me finish my question before
24 you answer so he can get it down. My question is there was a
25 six year time period where you were living 50 yards away from

1 him and he was making all these improvements to the property,
2 affixing the mobile home to the property and you didn't even
3 notice that he was doing that?

4 A. Well, as far as adding the rooms and stuff, no. I
5 didn't know what he had done. I still had asked, it was back
6 in 2013, that's when all this discussions came up.

7 Q. Well, even after he built the room on in 2010 and
8 you did see it after it was done, why didn't you go down there
9 and ask him the same question, what are you doing?

10 A. I asked him about moving. Was he going to move it.
11 He said that he was doing that just to fix it up until he get
12 it moved, but I'm going to move it. I know you want your
13 land. I know you need your land. But I just - give me time.
14 I'll get it moved. During this time, this was, he asked in
15 2012, whatever, he was like give me two or three more years
16 and I'll get it. It's going to take me \$20,000.00 or
17 \$10,000.00 or something. I'm not sure. I don't have my sheet
18 with me, but he said that he was gonna move it. I'm only
19 fixing it up so I can get it moved. That's what he told me.

20 Q. Well, that doesn't make any sense, does it, adding a
21 room on, affixing it, adding concrete.

22 A. I don't know anything about building or whatever.
23 If you fix it up, I'm trusting him. He said he was going to
24 fix it up. When I asked about all this work done, I asked him
25 when he was gonna be able to move it. He said give him time.

1 Give me two or threes years. I got to save up some money to
2 get it moved. I got to buy the land. I got to buy some land.
3 I'm gonna get it moved. I know you need your land. I know
4 you want your land. Just give me time to move it. So I'm
5 giving him time to do it. When he asked me about - you asked
6 me about him fixing it. Yeah. He said he was gonna fix it so
7 he can move it. So I don't anything about concrete. I think
8 he can move it. I'm not a builder. I don't know anything
9 about that.

10 Q. So you don't know that when you lay concrete down --

11 A. No. I figured he could move it.

12 Q. -- and building a room --

13 A. I figured he could move it. I had no idea.

14 THE COURT: I'm sorry. I'm sorry. You all cannot
15 talk over each other. Please listen to her question.

16 Let her finish asking the question before you attempt to
17 answer it.

18 BY MS. STONE:

19 Q. So, Ms. Adams, you're not aware that once you lay
20 concrete down and build a room onto a mobile home it is no
21 longer capable of being moved?

22 A. No.

23 Q. Isn't it true that you went into the house in
24 2013?

25 A. I don't think I have been in that house since 2012.

1 I went down there once. Him and her and that was 2012. They
2 coming down there and she wanted me to come. They was having
3 a dispute. I come down there and was sitting down with her
4 and him.

5 Q. Just a minute ago Mr. Adams testified that he was
6 buying some property on the other side to exchange it
7 with you. Did you agree to that?

8 A. Nope. Never.

9 Q. Would you agree to sell him the land, just one acre
10 where the mobile home sits?

11 A. No. Because there is nothing you could do with that
12 other land. You would have to do a whole lot of grading.
13 There's no well. There's no septic tank or anything on that
14 property that he bought and I have that because we have that
15 for me and my children.

16 Q. No. I'm asking would you let him buy the piece
17 where the mobile home is?

18 A. No.

19 Q. Not at any price?

20 A. No. That's what I told him when he first called and
21 asked about it. I said no.

22 Q. Why is that?

23 A. Because that's the part where the well and septic
24 tank. If we needed to use that property that he's got, I
25 would have to buy a new well, a new septic tank and we would

1 have to go and clean that land up. It's not - it's nothing -
 2 you can't just put nothing, a mobile home or house or anything
 3 on that land. You would have to do a whole lot of work just
 4 to get to putting it.

5 Q. How much would that cost?

6 A. I have no idea on that now. He told me he could
 7 get, you know, when he called and asked me about it and I told
 8 him the children did not want, they said no. They want what
 9 we had, what I got. And see, that's the only reason I bought
 10 that property is for my children, me and my children and they
 11 wanted what I got for. And that part of - we just - it's just
 12 too much. Now, he told me that he could get, when I told him,
 13 no, that it doesn't have a well or septic tank on it, he told
 14 me he would get his friends to help him do a well and do a
 15 septic tank, you know, and he said probably gonna take about
 16 \$3000.00. Now, I knew better than that because we had to have
 17 a well on the property where my sister is and I paid half with
 18 her and that was, that was over \$5000.00 just to do a well.

19 Q. But he offered to buy this other property and put a
 20 well and septic tank on it?

21 A. He said he would help us do one. He would get his
 22 friends. They could do it. He was saying it would be only
 23 about \$3000.00, \$1500.00 to do the well and \$1500.00 to do a
 24 septic tank and I knew that was not true. I knew that.

25 Q. The land that you are living on now, whose name is

1 that in?

2 A. My sister.

3 Q. Do you pay any rent to your sister?

4 A. Yes. I put - if there is anything done like what I
5 just said with the well, if something is wrong or whatever, we
6 go in, I help fix that or I cut the grass, the property where
7 my mobile home is on now where I live at plus where my sister
8 live, I have that. I get that cut.

9 Q. So you kind of have a similar arrangement with your
10 sister as Sonny had with you living on your land?

11 A. Yeah. He did cut the grass. Yes. But we paid
12 him.

13 Q. Paid him every time he cut the grass?

14 A. Yes. That was when Sonny did not have a job we paid
15 Sonny for me, that was back, me and my mother, all of us, we
16 would pay Sonny and then my sister she would pay.

17 Q. When did you purchase the property at issue in this
18 case, the three acres that Sonny is living on?

19 A. 2004. It was paid for in 2007.

20 Q. It was paid for in 2007?

21 A. Yes.

22 Q. So the deed has on it 2007, right?

23 A. That's right.

24 Q. Is that a yes?

25 A. Yes. I don't have the papers with me with me but I

1 have papers of --

2 Q. And you paid \$17,500.00 for it?

3 A. Yes. I don't have my papers with me. I'm not gonna
4 say something --

5 MR. WISE: Your Honor, if she could show her the
6 papers to refresh her memory.

7 BY THE WITNESS:

8 A. Yes. Yes. I'm not gonna say something that's
9 wrong.

10 MR. WISE: Yes.

11 MS. STONE: Your Honor, there is no objection to
12 this being introduced so I would like to mark it as
13 plaintiff's exhibit 2. This is the deed to the property.

14 (Whereupon, Plaintiff's Exhibit #2 marked for
15 identification.)

16 THE COURT: There is no objection; is that correct?

17 MR. WISE: No objection.

18 THE COURT: It's admitted.

19 MS. STONE: Thank you, Your Honor.

20 BY MS. STONE:

21 Q. Ms. Adams, is that the deed to the property?

22 A. Yes. It is.

23 Q. And you paid \$17,500.00 for it?

24 A. Yes.

25 Q. I believe you testified at your deposition that you

1 paid nineteen five. You were just wrong? Have you remembered
2 wrong?

3 A. That's why I want to be correct. Yes. I didn't
4 have that with me.

5 Q. You just had it wrong in your memory that day?

6 A. Right.

7 Q. But it was seventeen five?

8 A. Yes.

9 Q. And it was the very next year that you gave the
10 mobile home to Sonny?

11 A. Yes.

12 Q. Where is the title to the mobile home now?

13 A. DMV have it.

14 Q. You don't have the title to it?

15 A. No.

16 Q. Is the title in your name?

17 A. No.

18 Q. Whose name is it in?

19 A. It's in C. Wayne Day.

20 Q. The man that you purchased it from?

21 A. I bought it from.

22 Q. So you never actually had the title put in your
23 name?

24 A. Right.

25 Q. Is Mr. Day still living?

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1 A. No.

2 Q. He's deceased?

3 A. Yes.

4 Q. Is he a family member of yours or Mr. Adams?

5 A. No. No. Just a friend of ours. And he, when his
6 health went down, he asked me did I want it because he was so
7 close with me and my children. He asked them to ask me did I
8 want to buy it, he would sell it to me before anybody else.

9 Q. Do you dispute the fact that Mr. Adams has got
10 \$44,000.00 of his own money into renovating this mobile
11 home?

12 A. I don't think so. The text message he sent me he
13 said he only had spent 20,000.

14 Q. Have you reviewed the receipts that we have
15 produced?

16 A. No.

17 Q. You haven't?

18 A. No.

19 Q. You said earlier that the county contacted you about
20 the fact that there was, that Mr. Adams was doing the building
21 renovations on this mobile home?

22 A. Yes.

23 Q. When was that?

24 A. I don't have the date. This was 2014. 2014 when
25 they said he hadn't, he had not gotten his permit. If he had

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1 a permit, they would have known that it was not his property
2 and to go through and do all this work they would have had to
3 come to me.

4 Q. Was this when he was doing the room on or was it the
5 concrete?

6 A. I have no idea. No. He had done the room already.
7 This was 2014 that I found out that he hadn't, he didn't have
8 a permit.

9 Q. What did you do about that when they called you?

10 A. Well, when I asked, I went to them. They told me
11 the reason they didn't say anything is because he had come
12 down and told them that he was going to get that straight or
13 something. I don't know what conversation they had, but
14 that's what she told me and said that he had done it and - he
15 had done it and hadn't got a permit before he had done it, the
16 work. I guess he just getting people to do work but hadn't
17 gotten a permit to do it.

18 Q. During those six years why didn't you stop him from
19 spending his money on the trailer?

20 A. I asked him and he said that he wanted to fix it up
21 and then to get it, then move it so I trusted him to do
22 that.

23 MS. STONE: Please answer any questions Mr. Wise
24 has.

25 CROSS EXAMINATION

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1 BY MR. WISE:

2 Q. Ms. Adams, when you bought this property, did you
3 know this trailer was on it?

4 A. Yes, sir.

5 Q. What was your thought about that trailer at the time
6 you bought it?

7 A. It was in good condition.

8 Q. But did you want it on there? Were you going to use
9 it or what?

10 A. That was when I thought maybe my daughter would use
11 it.

12 Q. She thought about using it?

13 A. Mm-hmm.

14 Q. Then she ultimately went and bought somewhere
15 else?

16 A. Yes. She got her an apartment.

17 Q. So when she bought somewhere else, then what did
18 you want to do with that trailer?

19 A. I was gonna get rid of it.

20 Q. You were going to get rid of it?

21 A. Mm-hmm.

22 Q. Is that when Mr. Adams came and contacted you about
23 it?

24 A. Yes.

25 Q. As far as you know could the trailer at that point

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1 be moved?

2 A. Yes. As far as I know.

3 Q. Did Mr. Adams ever come to you and ask you anything
4 about doing some improvements to the trailer in such a manner
5 that it would not be moveable?

6 A. No. He never did.

7 Q. How often did he talk to about moving the trailer
8 over the years?

9 A. No more than through the text messages. Most of the
10 time he and his fiancée and I. His fiancée and I. He never -
11 she would always - she would tell me that she always tell him
12 to come talk to me because she was telling me that he wasn't
13 planning on moving. He was saying this was his land and I
14 told her that, you know, I told her, I told them that they had
15 to move the trailer and so that's when she said I need to talk
16 to him. So he always said he wanted to talk to me but he
17 never would. He never would come. He would just send me text
18 messages telling me that he's gonna move. You know, just give
19 me time. I'm gonna move it.

20 Q. All right. I want to hand you what's been marked as
21 defendant's exhibit 1 for identification consisting of six
22 pages and ask you if you can look through that and tell me
23 what those are and look through all six pages before you
24 answer to make sure we haven't handed you one inadvertently.

25 A. These are text messages that Sonny sent me and the

1 last one --

2 Q. Hold on a second. Let me ask you another question
3 first. We'll get to the last one in a minute. How did you
4 come to put those on paper?

5 A. I got them and had them just taken off and put on my
6 e-mail.

7 Q. Printed them out?

8 A. Yes.

9 Q. And those were taken from the text messages?

10 A. Right.

11 Q. That he sent you?

12 A. Yes.

13 Q. And I think one or two that you sent him?

14 A. Right. Because the last one --

15 MR. WISE: I would like to move to introduce this,
16 Your Honor.

17 MS. STONE: I object to this exhibit Your Honor.
18 All it appears to be is that she's just typed text
19 messages that my client says he has no recollection of
20 sending. We have no proof from the phone company to
21 authenticate the messages other than her testimony.

22 THE COURT: Any response to that?

23 MR. WISE: I think it goes to the weight and not the
24 admissibility. I think Ms. Adams testified she took them
25 off her cell phone.

1 BY MR. WISE:

2 Q. Have you got that cell phone with you here?

3 A. Yes, sir.

4 Q. Are these still on there?

5 A. Yes, sir.

6 Q. Could you go get it?

7 MR. WISE: We can sit here and have her read the
8 messages off the cell phone.

9 THE COURT: I think that's probably something that
10 y'all need to take up at a break and I'll be happy to
11 take a break so you can do that. That's an
12 authentication problem. If y'all want to verify that
13 format, I'm fine with that.

14 MR. WISE: Thank you.

15 MS. STONE: Thank you, Your Honor.

16 THE COURT: We'll take a break at this particular
17 point. Ms. Adams, during this break you should not
18 discuss your testimony with anyone. You have not
19 completed your testimony so it would be inappropriate to
20 discuss it during this time.

21 MR. WISE: Other than talking about the, if we are
22 gonna authenticate, can she open the cell phone up to her
23 text messages and I think I can take it from there.

24 THE COURT: Yes. She can do that and from that
25 particular point.

1 MR. WISE: Ms. Stone will be with me. It's not like
2 we're gonna being talking ex parte.

3 MS. STONE: I'm fine with that.

4 THE COURT: All right. Then let's take a break.

5 (Short break.)

6 THE COURT: Please keep your seats.

7 MR. WISE: I think we have resolved our issue. I'm
8 gonna withdraw that proposed exhibit and she is gonna use
9 it as a reference and read some text messages that she
10 has.

11 MS. STONE: That's correct.

12 THE COURT: All right.

13 BY MR. WISE:

14 Q. All right. Ms. Adams, if you would, I'm gonna hand
15 you what's been identified as defendant's exhibit 1 for
16 identification and you have some text messages highlighted on
17 that exhibit. Could you find the first one on there and read
18 it. The first one. Find it on your phone and then read it
19 from your phone. The highlighted one just tells you which one
20 to look for.

21 A. It says, we will come talk to you about it because
22 we have made up our mind and it's going in my name but we are
23 going to come talk to you about it because I will need it in
24 my name, uh, be able to get the land and to have it moved
25 because I will be able to have it moved quicker with the house

1 in my name and that will be the best for us all.

2 Q. Okay. That was --

3 A. July.

4 Q. July of what year?

5 A. 18th, 2013.

6 Q. All right. So he was talking to you about moving it
7 in July of 2013?

8 A. Mm-hmm.

9 Q. What about the next message. Can you read that to
10 us? Now, these are from Sonny Adams; is that correct?

11 A. Yes, sir.

12 Q. Okay.

13 A. It will take me two years to save up \$20,000.00
14 because that's what it will cost because it could charge
15 10,000 to move a house and I know that the land on the hill
16 will be \$10,000.00. Nadine, I have spent over \$20,000.00 in
17 this house and please, Nadine, if I knew that this was the way
18 that everything was going to get for whatever reason, then
19 when I asked to buy the house but you said that I could have
20 it and that I could live in it, sell it or rent it. You said
21 that it didn't matter what I did with it but I could have it.
22 So, Nadine, that's why I put over \$20,000.00 in it and I
23 thought that everything would be okay.

24 Q. That was again when?

25 A. July 18th.

1 Q. Of what year?

2 A. 2013.

3 Q. All right. So in 2013 what was he telling you about
4 moving the house?

5 A. He was telling me that he was going to get land and
6 move it.

7 Q. Did you believe that he was gonna move it?

8 A. In 2013?

9 Q. Yes.

10 A. Yes.

11 Q. All right. Did you have any objection to his moving
12 it?

13 A. Nope.

14 Q. Were you willing to help him move it?

15 A. Whatever he needs to do to get it done.

16 Q. Let's go to the next one here also on July 18th of
17 2013.

18 A. I said that you gave me the house, not the land but
19 I will talk to you about it because my intention all along was
20 to try and move it up on the hill anyway. That's why I'm
21 fixing it up more so that it will be worth more.

22 Q. Then let's go to a couple of the highlighted, the
23 ones here. I think this is on the other phone. And these are
24 in also 20 - these are a year later roughly.

25 A. Mm-hmm.

1 Q. Go to the first one and read it.

2 A. Nadine, if I get my house appraised and I showed you
3 just how much that I have made it worth, then will you sign it
4 over to me? I'm not talking about your land. I don't want
5 your land. I just want the trailer. But if you sign just the
6 trailer over to me, then I can get my bank to give me a 15 or
7 \$20,000.00 that they would charge me to have it moved back
8 there to my land. Nadine, I'm not talking about your land. I
9 don't need your land, just my house. That is all I need. The
10 man name is Wayne Davenport and he is the appraiser and he
11 will come and appraise it for me. If you would do that after
12 I show you that it is worth more please.

13 Q. Do you have any doubt that the improvements he did
14 on the mobile home, the mobile is worth more?

15 A. Yeah.

16 Q. All right. And he did some nice improvements to
17 it?

18 A. Yes.

19 Q. Then there's one more on that same phone?

20 A. Mm-hmm.

21 Q. I believe also in 2014. Find that one.

22 A. Okay. That's cool. So, Nadine, what you mean, give
23 me Nell and our trailer in our name and then we can afford to
24 move it. Just the trailer in our name. Not the land. Just
25 the trailer. The lawyer can do that and it will be just the

1 trailer in Nell and my name and I will pay for the lawyer and
2 he will get just the trailer will be in our name. Not your
3 land, just our trailer.

4 Q. All right. That was from Sonny Adams?

5 A. Sonny Adams.

6 Q. Did you ever have any objection to putting the
7 trailer in his name?

8 A. No.

9 Q. What is the difficulty with it today? Whose name is
10 the trailer actually in as we sit here today?

11 A. C. Wayne Day.

12 Q. And he's deceased?

13 A. Deceased in 2012.

14 Q. And I believe he is - his widow is still alive?

15 A. Yes. His widow is still alive.

16 Q. Have you done any communicating with her about
17 trying to get it over?

18 A. Yes. I have. Yes.

19 Q. Do you know if she is opening an estate to do that
20 or what?

21 A. Yes. We have to put it back into probate and go
22 through and she get it signed.

23 Q. And let her sign it as probate?

24 A. Yes.

25 Q. And you're willing to cooperate and work with

1 that?

2 A. I'm willing to do that.

3 Q. And put the trailer in his name?

4 A. Yes.

5 Q. All right. Now, you read several text messages
6 about his intent to move the trailer. How long has he been
7 talking to you about moving the trailer?

8 A. Since 2012, '13, he had been talking. I had been
9 telling him, yes.

10 Q. All right.

11 A. Mm-hmm. I had been talking mostly -- He would just
12 text me but through his fiancée.

13 Q. Then what happened ultimately, I guess, bringing
14 this to where we are today?

15 A. That was back in 2013. That's when I figured he
16 wasn't planning on moving it. He had come up. I had some
17 cats and it was in the text messages and I love cats. And he
18 got my cats. I don't know what he did with them, killed them
19 or got rid of them. I didn't know. And I was upset with him.
20 That's why he kept telling me he was sorry. He was trying to
21 find the cats and everything and I didn't - that's - you know,
22 you can't take my property.

23 Q. Did you approach him about paying you rent?

24 A. That was back when we got into an argument. He
25 called me on the job and he said most all these text messages

1 he would always wait until I got to work and he would call me
 2 on the job and he and I got into a heated discussion over the
 3 phone and I had to hang up on him because I didn't want my job
 4 in jeopardy and that's when I told him, look, I have given you
 5 all this time. You need to move. You just need to move. I
 6 told him if you don't move, you will have to pay rent on the
 7 land, not the mobile home. I still told him that's your
 8 mobile home. I don't want it. I just want it moved and I was
 9 charging him \$200.00 just for the rent of the land.

10 Q. Use of the well and septic?

11 A. Yes. Yes.

12 Q. There wasn't any extra in that?

13 A. No. Just the rent. I didn't want anything.

14 Q. Did he sign the lease?

15 A. No. No. We got into another discussion then.

16 Q. Then y'all --

17 A. I went down there to give it to him. That's when he
 18 became, you know, all irate with me.

19 Q. Ultimately he filed a suit against you?

20 A. Right.

21 Q. Now, he's still on your land today?

22 A. Yes. He is.

23 Q. And you at one time had agreed to rent it to him at
 24 \$200.00 a month?

25 A. Right. Yes, sir.

1 Q. You think that's a fair rental amount?

2 A. That's fair just for the land.

3 Q. Are you still willing to do that?

4 A. Yes, sir.

5 Q. And are you willing to do anything you can possibly
6 do to have him move the trailer?

7 A. Yes.

8 Q. Now, he's put some concrete driveway and stuff in
9 there?

10 A. Just at the back porch. It's not the whole
11 driveway.

12 Q. Let me show you the pictures. Looking at
13 plaintiff's exhibit 1, the picture, it's not numbered but in
14 the book it shows a big portion of a concrete driveway. That
15 has been put in?

16 A. Yes, sir.

17 Q. He put that in there?

18 A. Yes.

19 Q. Did you ever ask him to put that in there?

20 A. No, sir.

21 Q. Encourage him in any way?

22 A. No, sir.

23 Q. If he moves his mobile home, would that be worth
24 anything to you?

25 A. No, sir.

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1 Q. Excuse me?

2 A. I don't think so. I'm not sure. I don't think
3 so.

4 Q. Well, there is also a concrete patio in the back?

5 A. Yes, sir.

6 Q. Without the mobile home sitting there would that
7 patio in the back be worth anything to you?

8 A. No, sir.

9 Q. You have to speak up.

10 A. No, sir.

11 Q. It would it not?

12 A. No, sir.

13 Q. Would it improve the value of your property any?

14 A. No, sir.

15 Q. He also paid your taxes a couple times?

16 A. Yes. He did it before I got up there to pay them.

17 Q. And paid them?

18 A. Yes.

19 Q. They sent a notice and he --

20 A. Right. Yes, sir. Not that second but the one that
21 he just paid in January. I went up there on January 4th or
22 5th to pay my taxes and that's when they told me he had
23 already gone up there the 1st of January and paid them before
24 I got to them, you know.

25 Q. Nice of him to do but you admit you owe him for

1 that?

2 A. Right.

3 Q. No question about that?

4 A. Yes.

5 Q. But on the mobile home you wouldn't, do you feel
6 like you owe the taxes on the mobile home?

7 A. No. That's his.

8 Q. That's his?

9 A. Yes.

10 Q. And always has been?

11 A. Yes, sir.

12 MR. WISE: Thank you very much.

13 THE COURT: Any redirect?

14 MS. STONE: Briefly, Your Honor.

15 REDIRECT EXAMINATION

16 BY MS. STONE:

17 Q. You testified that the mobile home was a lot nicer
18 now that he's done all those improvement, right?

19 A. Yes.

20 Q. So if you kept the mobile home on your property, you
21 could rent it out to somebody, couldn't you?

22 A. Probably could but I wouldn't.

23 Q. You could probably get \$500.00 a month rent for that
24 mobile home, right?

25 A. I may have. I don't know.

1 Q. And do you agree that at this point the mobile home
2 cannot be moved?

3 A. No. I don't agree with that. I still don't know.

4 Q. You don't know whether or not it can be moved?

5 A. Right. But he was supposed to move it.

6 MS. STONE: All right. I would like to mark this as

7 --

8 MR. WISE: We have stipulated it's admissible, Your
9 Honor. Permit from 2011.

10 MS. STONE: This is Plaintiff's 3.

11 MR. WISE: Without having necessity of a person from
12 the office come testify.

13 (Whereupon, Plaintiff's Exhibit #3 marked for
14 identification.)

15 THE COURT: So you have stipulated to it. It's
16 admitted.

17 MS. STONE: Thank you.

18 BY MS. STONE:

19 Q. Ms. Adams, I'm going to show you plaintiff's exhibit
20 3 which is a copy of the permit from McCormick County from
21 July of 2011. It's got Sonny Adams there as the owner of 104
22 Lindley Road. That's the permit that you're talking about
23 that the county called you and asked you if it's okay?

24 A. They told me that -- I have a letter stating that
25 this was already done. That they called Sonny and got him to

1 come and get that permit. Someone called them or came down
2 there and told them that he had built some extra rooms or
3 something and hadn't gotten a permit so they got in touch with
4 Sonny and asked him and he came down there, but that's when he
5 got the permit. I have a letter that states that they say
6 that that's what they did.

7 Q. So you were aware in 2011 that he had added on the
8 addition to the back of the mobile home?

9 A. Yes. It was on there in 2011, you know. I'm not
10 sure as far as the date.

11 MS. STONE: Thank you. Please answer any other
12 questions Mr. Wise has.

13 MR. WISE: I have no further questions.

14 THE COURT: You may step down. Thank you. You may
15 call your next witness.

16 MS. STONE: I call Jeff Wilkerson, Your Honor.
17 Thereupon,

18 JEFF WILKERSON

19 after having been first duly sworn, testified as follows,

20 DIRECT EXAMINATION

21 BY MS. STONE:

22 Q. Mr. Wilkerson, how do you know Sonny Adams?

23 A. He's my friend and my cousin.

24 Q. And where do you live?

25 A. McCormick, 301 Church Street.

1 Q. And did you ever help Mr. Adams do some work on his
2 property over on Lindley Road?

3 A. Plenty.

4 Q. Can you tell the Court what you did please, sir?

5 A. Uhm, the first roof, the existing first roof, I tore
6 that off for him and I helped build the existing roof and the
7 renovations that the trailer is in now.

8 Q. About how long ago did you do that? Do you remember
9 the year?

10 A. It was -- No. Not exactly. But after I had tore
11 the first roof off, I took off for like a month and a half to
12 do another job for someone and he tried to get in touch with
13 me because they was going slow in the process of building the
14 other roof on so I did come on back and we got the job done.

15 Q. Did he pay you about \$6000.00 over the course of the
16 time that you worked on his property?

17 A. Yes. Because I was there everyday.

18 Q. You worked there a lot?

19 A. Right.

20 MS. STONE: Okay. Please answer any questions that
21 Mr. Wise has for you.

22 CROSS EXAMINATION

23 BY MR. WISE:

24 Q. What did you do to this mobile home?

25 A. I tore the first roof off.

1 Q. You're a roofer?

2 A. Well, I'm a roofer. I put siding up. Do a little
3 plumbing.

4 Q. Did you do siding on it, too?

5 A. Jack of all trades, master of none.

6 Q. You did a little siding on it, too?

7 A. Yes, sir.

8 Q. About when was all this done?

9 A. Dates I can't --

10 Q. Roughly. How about the year?

11 A. 2000.

12 Q. 2000. 2000 or 2010?

13 A. 2010.

14 Q. All right. Ms. Adams wasn't over there directing
15 your work, was she?

16 A. She would come down sometimes.

17 Q. And look at it?

18 A. And look at it.

19 Q. But she didn't pay you?

20 A. No.

21 Q. She didn't ask you to come do it?

22 A. No.

23 MR. WISE: Okay. Thank you.

24 MS. STONE: Nothing further, Your Honor.

25 THE COURT: You may step down. Thank you.

1 MS. STONE: I think he would like to leave, Your
2 Honor. Does he have permission to go ahead and leave?

3 MR. WISE: No objection.

4 THE COURT: You may be excused. Thank you.

5 MS. STONE: Could we have a just a second, Your
6 Honor. Just a minute. Your Honor, that's all the
7 witnesses we would call. The plaintiff would rest.

8 MR. WISE: And Ms. Adams was called in the
9 plaintiff's case. We would also rest.

10 THE COURT: Okay. So what I have, I have three
11 exhibits, the plaintiff's 1, 2 and 3. The defendant's
12 exhibit was only marked for ID. It was never admitted.

13 MR. WISE: It was marked for identification and
14 withdrawn.

15 THE COURT: Are there motions that you wish to make
16 or do you wish to incorporate those within any proposed
17 orders?

18 MR. WISE: In non jury I would just incorporate them
19 all in my proposed order.

20 MS. STONE: That's fine. The only other thing is my
21 client would ask you to consider, I have never done this
22 before but actually going out to the property to look at
23 it. I don't know if Your Honor would consider doing
24 that.

25 MR. WISE: I have no objection one way or the

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1 other.

2 THE COURT: I think I have the pictures, but I have
3 no problem going out and looking at the property if
4 that's what the parties want. I'll be happy to do
5 that.

6 MS. STONE: I think that would be helpful.

7 MR. WISE: I guess if you are going to go look at
8 it, I think we would prefer, I'm not jumping up and down
9 about going out, but I will. If Mr. Adams is gonna be
10 there, we would like to be there. If Mr. Adams is not
11 going to be there, then we don't care to go.

12 THE COURT: Well, I would assume that all I would do
13 is go look at the topography and actually have a chance
14 to look at the property. I don't anticipate walking
15 around the property but just to be able to get a view of
16 how much property is there and the location of the mobile
17 home on the property.

18 MR. WISE: I would just, let's arrange a time when
19 Mr. Adams is not there because that's my only concern.

20 MS. STONE: That's fine. We can just do it when
21 nobody is there.

22 MR. WISE: That's easy.

23 THE COURT: Do y'all want to be there?

24 MS. STONE: No.

25 MR. WISE: No.

1 THE COURT: Because I'm not coming back to McCormick
2 so I'm planning on driving by there before I leave town
3 today.

4 MR. WISE: If you want us there, we will be there.
5 If you don't want us there, our request is that Mr. Adams
6 is not there. That's all.

7 MS. STONE: I'm fine with you going by. The sheriff
8 could go with you or somebody from law enforcement.

9 MR. WISE: We could put a bailiff to work.

10 THE COURT: That's fine. I'll either follow someone
11 or catch a ride.

12 MR. WISE: Okay.

13 MS. STONE: Thank you.

14 THE COURT: The only - and I understand that there
15 is a claim for unjust enrichment. There is a claim for
16 -- I have read the pretrial brief and I have read the
17 pleadings, but let me just go over it and make sure I
18 understand what the claims are.

19 MS. STONE: Judge, it was unjust enrichment and
20 promissory estoppel.

21 THE COURT: And then there is a counter claim that
22 was raised on the defense.

23 MR. WISE: Correct. It's basically for rent.
24 That's what we ended up testifying to.

25 THE COURT: Okay. And the only question I have is,

1 I understand, I guess, if you could provide me some
2 information about whether the improvements to the mobile
3 home have attached it to the property and what, if any,
4 consequences the fact that it may be attached to the
5 property. Could it be picked up and moved just like you
6 move a house off of a property so that the house and the
7 real estate are no longer one? But those are questions
8 that have come up in my mind throughout the course of the
9 proceedings based upon some of the questions that y'all
10 have asked. I understand the testimony that's been
11 presented. One side says it can be moved. One side says
12 I'm not sure whether it can be moved. I understand that.
13 I just want to know what the legal consequences are.

14 MR. WISE: Legal consequences if it can and legal
15 consequences if it can't.

16 THE COURT: Yes.

17 MR. WISE: Got you.

18 THE COURT: And if y'all don't mind doing proposed
19 orders that would incorporate all those arguments. Today
20 is May the 11th. If y'all could e-mail them to me by May
21 the 27th. Is that sufficient time? That's a little more
22 than two weeks.

23 MR. WISE: I like the way Tommy nods his head real
24 quick.

25 THE COURT: And what I usually say is just to make

1 your arguments and if you really need to reply to the
2 other side, we could talk about that, but I assume that
3 as part of your arguments that you would address the
4 issues that would be raised.

5 MR. WISE: I'm better off as I sit here and think
6 about my schedule, I'm better off with the 27th of May
7 than I am with the middle of June believe it or not. If
8 it ain't gonna get done by the 27th, it's not gonna get
9 done before June.

10 THE COURT: I'm trying to get it done before the
11 holiday as well and before June comes in because I know
12 everything gets crazy in June. I believe you both have
13 the e-mail address to my law clerk. I think y'all have
14 sent information.

15 MR. WISE: Yes. Just don't use the one in the Bar
16 book. I changed my e-mail address and the Bar forgot to
17 change it.

18 THE COURT: It's whatever one that you have listed
19 in the e-mail.

20 MR. WISE: Right. The one we have been using.

21 THE COURT: If you just send me in Word format by
22 May the 27th by 5:00 p.m., then we'll go from there.

23 MR. WISE: Now, being the oldest lawyer here, he
24 used the Word Perfect. I think I can convert it to
25 Word.

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1 THE COURT: If not --

2 MR. WISE: PDF?

3 THE COURT: -- if we can open it, we can convert it.

4 MR. WISE: How about PDF?

5 THE COURT: I prefer not to have PDF.

6 MR. WISE: Okay. If I have a problem, I'll find
7 somebody to solve it.

8 THE COURT: You can send it in Word Perfect and I
9 think it can be converted. If I have a problem, then
10 we'll figure it out.

11 MR. WISE: Let me know if you have a problem because
12 I did a brief with somebody who sent me his stuff in
13 Word.

14 THE COURT: I know when it converts, it doesn't
15 convert it exactly, but as long as the words are there,
16 the formatting will be fine.

17 MR. HYDE: Your Honor, I'm Tommy Hyde. I didn't
18 introduce myself, but I can tell you for the record that
19 I have been trying to get Mr. Wise to convert to Word for
20 some time and he's hard headed.

21 MR. WISE: And I will say for the record I'm a Word
22 Perfect fanatic and I don't like Word. I don't type in
23 Word.

24 THE COURT: I was, too, but we were required by the
25 judicial department to go to Word. It took some getting

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1 accustomed to but I have gotten accustomed to it now. I
2 do have documents that are still in Word Perfect form.
3 Okay. Thank you.

4 WHEREUPON, THE BENCH TRIAL WAS CONCLUDED.
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P.O. Box 184, Lexington, South Carolina 29071

1 CERTIFICATE OF REPORTER

2 (STATE OF SOUTH CAROLINA)

3 (COUNTY OF LEXINGTON)

4
5 I, THE UNDERSIGNED, Steven E. LeBlanc, Sr., R.P.R.,
6 and Official Circuit Court Reporter for the Eleventh Judicial
7 Circuit in and for the State of South Carolina, do hereby
8 certify that I reported the proceedings in the before
9 captioned case in the Court of Common Pleas in and for the
10 State of South Carolina on the 11th day of May, 2016.

11 I FURTHER CERTIFY that the forgoing 90 pages
12 constitute a true and accurate record of said proceedings.

13 I FURTHER CERTIFY that I am neither related, counsel
14 to, nor of interest to any party hereto.

15 IN WITNESS WHEREOF, I have hereunto set my hand at
16 Lexington County, this 17th day of February, 2017.

17
18
19 Steven E. LeBlanc, Sr., R.P.R.
20 Eleventh Circuit Court Reporter
21 State of South Carolina.
22
23
24
25

Steven E. LeBlanc, R.P.R., Circuit Court Reporter
P.O. Box 184, Lexington, South Carolina 29071

STATE OF SOUTH CAROLINA)
COUNTY OF MCCORMICK)

Sonny Adams,

Plaintiff,

Vs.

Nadine Adams,

Defendant.)

FILED
IN THE COMMON PLEAS COURT
GWENDOLYN D. CHILES

2015 SEP - 4 A

MOTION FOR RECONSIDERATION

CLERK OF COURT
MCCORMICK COUNTY, SC

Case No. 2015-CP-35-0070

Pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, Nadine Adams, the Defendant above-named, hereby moves the Court to alter or amend the judgment as follows:

1. The Court erred in finding that the value of the real estate increased by the amount of money the Plaintiff spent repairing the mobile home. This finding is contrary to the holding of the South Carolina Court of Appeals in *Stringer Oil Company, Inc. v. Bobo*, 320 S.C. 369, 465 S.E.2d 366 (Ct. App. 1996). As no testimony was presented as to the increased value and the Defendant testified that she did not believe the mobile home improvement increased the value of the property, this Court erred in finding the value was increased by the amount of improvements.

2. This Court erred in finding that the Defendant is required to deed to "a portion of the real estate upon which the mobile home sits to the Plaintiff" in that the Plaintiff had testified that he did not want the property of the Defendant but simply wanted the title to the mobile home.

3. The Court erred that in concluding that the Defendant is required to deed "a portion of the real estate property upon which the mobile home sits to the Plaintiff" in that such

a ruling is ambiguous as to the amount of property to be deeded to the Plaintiff as well as the dimensions of the property.

WHEREFORE, for the above reasons, the Court should alter or amend the judgment in this matter and end the judgment in favor of the Defendant.

August 29th, 2016



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Attorney for Defendant

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

FILED
WENDOLYN D. CHILES
2016 AUG 9 A 4 39

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Sonny L. Adams,

Plaintiff,

vs.

Nadine G. Adams,

Defendant.

CLERK OF COURT
MCCORMICK COUNTY, SC

CASE NO. 2015-CP-35-00070

ORDER

This matter arises out of a dispute regarding a mobile home ("Mobile Home") and the land ("Land") (collectively, "Property") upon which the Mobile Home sits. Plaintiff Sonny L. Adams ("Plaintiff") brought this action on May 18, 2015, seeking damages for unjust enrichment and promissory estoppel. On November 19, 2015, Defendant Nadine G. Adams ("Defendant") filed a counterclaim seeking back payment of rent. About a week prior to trial, Plaintiff filed a Motion for Default Judgment. Plaintiff and Defendant, however, had already engaged in discovery and were prepared for trial. Accordingly, the Court denied Plaintiff's Motion, and this case was heard as a nonjury trial. Plaintiff was represented by Heather Hite Stone, Esquire, and Defendant was represented by C. Rauch Wise, Esquire. At the conclusion of the trial, the Court viewed the Property at issue. Based upon the testimony, evidence, and the record before the Court, the Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. The Property which is the subject of this action is located at 104 Lindley Road in McCormick County, South Carolina. On October 5, 2007, the Land was conveyed to Defendant by deed of C. Wayne Day, which was recorded in the McCormick County Clerk's Office in Deed Book 216, Page 52. The deed states, in relevant part, as follows:

I, C. Wayne Day, in the State aforesaid, for and in consideration of the sum of Seventeen* Thousand Five Hundred and No/100 (\$17,500.00) Dollars to me paid by Nadine G. Adams in the State aforesaid have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Nadine G. Adams, her heirs and assigns forever, the following described real property:

and
#1

All that piece, parcel or tract of land, situate, lying and being in the County of McCormick, State of South Carolina, with improvements thereon, containing 3.26 acres, more or less, and being the remainder of a tract of land conveyed to Grantor by Ann B. Dorn by deed recorded in the Office of the Clerk of Court for McCormick County, S.C. in Deed Book 138, Page 70.

Tax Map. No. 085-00-00-009.

This conveyance includes the mobile home on said property.

2. Plaintiff is the former brother-in-law of Defendant. Defendant's husband is deceased.

3. In 2008, Defendant gave Plaintiff the Mobile Home which was located on the Land, but has not conveyed the title to the Mobile Home to Plaintiff. At the time that Defendant gave the Mobile Home to Plaintiff, the Mobile Home was in poor condition but was habitable. Between 2008 and 2010, Plaintiff spent \$44,850.64 in improvements to the Property, predominantly to the Mobile Home. Plaintiff produced receipts evidencing the work he had performed. Improvements to the Mobile Home included the installation of a new roof, an air conditioning and heating system, updated windows, an additional room and bathroom with a walk-in closet, gables and beams, updated plumbing, vinyl siding, a front and back porch with concrete bases, concrete brick foundation, and laminated floors. Plaintiff also repaired the then existing septic tank and maintained the well located on the Property. The improvements to the Land included the installation of a concrete patio area, driveway, and a shed that sits on a concrete pad. Plaintiff also installed columns that annexed the roof of the Mobile Home to the front and back porch. Plaintiff testified that the installation of these columns makes it impossible to relocate the Mobile Home.

4. Plaintiff moved into the Mobile Home in 2010. Plaintiff, moreover, has paid the taxes on the Mobile Home since 2012, and has paid the taxes on the Land since 2014. Plaintiff has paid \$299.00 in taxes on the Mobile Home and has paid \$733.48 in taxes on the land, a total of \$1,032.48.

5. Plaintiff testified that he believed Defendant was going to convey the Mobile Home title to him and would also either sell him, or give him, a portion of the Land on which the Mobile Home sits. The Mobile Home sits on a portion of a three acre tract of land owned by

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Defendant. Defendant's home also is located on the three acre tract. The tract of land is not subdivided.

6. Defendant occasionally would visit the Plaintiff at the Mobile Home, and thus, was aware of at least some of the improvements Plaintiff was making to the Property. Defendant testified, however, that she did not realize that any of the improvements were permanently annexing the Mobile Home to the Land.

7. Other than the receipts evidencing how much Plaintiff paid for the various improvements to the Mobile Home and Land, Plaintiff provided no evidence regarding how these improvements affected the value of the Mobile Home and Land.

8. In 2013, Plaintiff and Defendant engaged in discussions via text message concerning Plaintiff moving the Mobile Home from the Land. Plaintiff informed Defendant that if he was going to have to move the Mobile Home, he needed the title to be put in his name so that he could borrow money to get it moved. No effort was made by Defendant to give him title to the Mobile Home. At trial, Defendant testified that she would assist Plaintiff in obtaining the title to the Mobile Home.

9. Plaintiff also testified that at some point, he had purchased a parcel of land adjacent to the Land in question because Defendant had agreed to exchange the land that Plaintiff had purchased for an acre of the Land. Defendant testified that she never agreed to exchange any property or give an acre of the Land to Plaintiff.

10. In 2014, Defendant asked Plaintiff to move the Mobile Home off the Land; Plaintiff refused. Thereafter, Defendant prepared a lease agreement whereby Plaintiff would be required to pay Defendant \$200 a month for rental of the Land. Defendant testified that she believed this was a fair price for renting the Land. After Plaintiff refused to sign the lease agreement and pay the respective \$200 in rent, Defendant filed an eviction action in magistrate's court. After Plaintiff filed the instant action, Defendant dismissed the magistrate's matter, and filed a counterclaim for Plaintiff's failure to pay rent for use of the Land after she asked Plaintiff to start paying rent.

11. Defendant testified that if Plaintiff moves the Mobile Home from the Land, the Land will be damaged because Defendant will have to remove the concrete driveway, patio, shed, and concrete slab, upon which the shed sits.

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CONCLUSIONS OF LAW

1. The Court possesses both subject matter and personal jurisdiction. Venue is proper in McCormick County.

2. This is an action in equity. "When this court is sitting in equity, and thus viewing evidence for its preponderance, [it is] to consider the equities of both sides, balancing the two to determine what, if any, relief to give." *Anderson v. Buonforte*, 365 S.C. 482, 493, 617 S.E.2d 750, 755 (Ct. App. 2005).

3. A mobile home, also known as a "manufactured home," is:

[A] structure, transportable in one or more sections which, in the traveling mode, is eight body feet or more in width or forty body feet or more length or when erected on site is three hundred twenty or more square feet and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning, and electrical systems contained in it.

S.C. Code Ann. § 40-29-20(9) (Rev. 2011).

4. A fixture is "[p]ersonal property that is attached to land or a building and that is regarded as an immovable part of the real property[.]" Black's Law Dictionary (10th ed. 2014).

5. "A mobile home usually is classified as personal property." *Brockbank v. Best Capital Corp.*, 341 S.C. 372, 379, 534 S.E.2d 688, 692 (2000). "However, a mobile home may cease being personal property by annexation to real estate and may be sold with the real estate." *Wells Fargo Bank Minnesota, Nat'l Ass'n v. Luther*, 2005 WL 7083446 at *4 (S.C. Ct. App. Feb. 17, 2005). "In such a case, the mobile home is considered a fixture[.]" *Id.* However, "[a] mobile home does not become a fixture by mere affixation to realty." *Id.* Instead, several factors must be considered in "determining whether an item remains personalty or becomes a fixture when affixed to realty[.]" *City of North Charleston v. Claxton*, 315 S.C. 56, 62, 431 S.E.2d 610, 614 (Ct. App. 1993). "The test for determining whether such an item continues to be personal property or becomes a fixture after attachment to land is set out in *Carroll v. Britt*, 227 S.C. 9, 86 S.E.2d 612 (1955)." *In re Avery*, 7 B.R. 28 (Bankr. D.S.C. 1980). "Whether or not a building on lands is a fixture depends, as in other cases generally, upon the mode of attachment or annexation, the character of the structure, the intention of the person making the annexation, and the relationship of the parties." *Carroll v. Britt*, 227 S.C. 9, 15, 86 S.E.2d 612, 615 (1955).

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6. In *In re Rebel Mfg. & Marking Corp.*, 54 B.R. 674, 675 (Bankr. D.S.C. 1985), the issue before the Court was whether the subject mobile home was a fixture or personal property. *Id.* The mobile home was a double-wide that was "underpinned, anchored, and connected to sewerage, water and electric lines." *Id.* at 675. After the mobile home was placed onto the property, the owner annexed a screened porch, sundeck, and swimming pool to the property. *Id.* "The aforementioned additions [were] physically attached to the mobile home, [were] anchored to the real property, and surround[ed] the home on three sides." *Id.* In considering the factors delineated in *Carroll*, the court found that the mobile home would have to be divided to be transported, "[was] not readily adaptable for movement," and that the debtor's "adding the construction on three sides warrant[ed] the inference that the intent of the debtor was for the mobile home to become a part of the realty." *Id.* at 676. Accordingly, the court ruled that the mobile home was a fixture. *Id.*

7. In *City of North Charleston v. Claxton*, the Court of Appeals similarly considered whether the subject mobile homes were fixtures. *Id.* at 315 S.C. at 61, 431 S.E.2d at 613. In analyzing the *Carroll* factors, the *Claxton* court found that although the mobile homes were connected to utilities, "[t]here [was] no evidence . . . that the trailers had other significant attachments to the property such as permanent foundations or additions." *Id.* at 63, 431 S.E.2d at 614. Accordingly, the *Claxton* Court found that the subject mobile homes were not fixtures.

8. An analysis of the *Carroll* factors indicates that this case is more analogous to *In re Rebel Mfg.* than it is to *Claxton*. Concerning the mode of attachment and the character of the structure of the article, similar to *In re Rebel Mfg.*, Plaintiff added several improvements which annexed the Mobile Home to the Land. Plaintiff built an additional room and bathroom and added gables and beams. Plaintiff also installed front and back porches with concrete foundations. Plaintiff, moreover, installed a concrete pad and driveway as well as concrete bricks for the Mobile Home's foundation. Concerning the intent of the parties, Plaintiff's intent was clear; Plaintiff made all of the improvements to the Property because he thought he was going to live there permanently. Defendant was aware of a number of the improvements made to the Mobile Home including some that affixed the Mobile Home to the real estate. Lastly, concerning the relationship of the parties, Defendant currently has a deed to the Land which includes the Mobile Home. Defendant says she has given the Mobile Home to Plaintiff but has

never executed any documents to transfer title to him. In considering the *Carroll* factors, the Mobile Home is a fixture of the Land. As a fixture, the Mobile Home is part of the realty.

9. "Unjust enrichment is an equitable doctrine, akin to restitution, which permits the recovery of that amount the defendant has been unjustly enriched at the expense of the plaintiff." *Ellis v. Smith Grading and Paving, Inc.*, 294 S.C. 470, 473, 366 S.E.2d 12, 14 (Ct. App. 1988). "A party may be unjustly enriched when it has and retains benefits or money which in justice and equity belong to another." *Dema v. Tenet Physician Services-Hilton Head, Inc.*, 383 S.C. 115, 123, 678 S.E.2d 430, 434 (2009).

10. Plaintiff has shown that Defendant has been unjustly enriched. Since the Mobile Home makes up part of the realty, it cannot legally be separated from the land. Plaintiff has made substantial improvements to the Mobile Home, and Defendant did not contribute to these improvements. Moreover, although Defendant saw Plaintiff make improvements to the Property, she did not tell him not to make the improvements and did not request that Plaintiff move the Mobile Home from the real estate until approximately 6 years after Plaintiff first started improving the Property. Additionally, Defendant did not pay the taxes on the Property and was content in allowing Plaintiff pay them. Defendant, therefore, received a benefit and created the impression that she was fine with Plaintiff improving the Property and living there. Since Defendant did not contribute to the improvements and failed to pay the associated taxes, Defendant would be unjustly enriched if she retained possession of the Mobile Home without compensation to Plaintiff.

11. "In order to recover under a theory of promissory estoppel, a claimant must demonstrate: (1) the presence of a promise unambiguous on its terms; (2) reasonable reliance on the promise; (3) the reliance was expected and foreseeable; and (4) injury in reliance on the promise." *Craft v. S.C. Comm'n for the Blind*, 385 S.C. 560, 565, 685 S.E.2d 625, 627 (Ct. App. 2009). "Whether promissory estoppel is applicable depends upon whether the refusal to apply the doctrine would be virtually to sanction the perpetration of fraud or would result in other injustice." *Citizens Bank v. Gregory's Warehouse, Inc.*, 297 S.C. 151, 154, 375 S.E.2d 316, 318 (Ct. App. 1988).

12. Plaintiff has not shown a promise "unambiguous on its terms" that Defendant gave Plaintiff the Land. Moreover, under S.C. Code Ann. § 32-3-10 (1976):

and
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"[n]o action shall be brought . . . to charge any person upon any contract or sale of lands, tenements or hereditaments or any interest in or concerning them . . . [u]nless the agreement upon which such action shall be brought or some memorandum or note thereof shall be in writing and signed by the party to be charged therewith or some person thereunto by him lawfully authorized.

Id. Plaintiff has not produced any writing evidencing an agreement with Defendant conveying the Land to him. Since Plaintiff has not shown that Defendant promised to give Plaintiff the Land and has not produced a writing indicating such, Plaintiff has not proven that he should be awarded the Land under the doctrine of promissory estoppel.

13. Defendant seeks back payment of rent that Plaintiff allegedly owed since she started requesting Plaintiff pay rent for use of the Land. Defendant asked Plaintiff to start paying rent after Defendant and Plaintiff were in a dispute regarding some cats that went missing. Defendant did not provide an exact date for when she began asking Plaintiff to pay rent, but she testified that it was sometime in 2014. Defendant testified that she asked Plaintiff to pay \$200 a month in rent.

14. Plaintiff and Defendant never entered into an agreement where Plaintiff would pay rent. Since no agreement existed between Plaintiff and Defendant requiring Plaintiff to pay rent, Defendant is not entitled to back rent.

ORDER

Based upon the testimony that was presented at trial, it is **ORDERED** that:

- 1) title to the Mobile Home and Land belong to Defendant; Defendant has been unjustly enriched by the value of the improvements (\$44,850.64) and the payment of taxes by Plaintiff (\$1,032.48), a total of \$45,883.12;
- 2) Defendant shall pay to Plaintiff \$45,883.12, and Plaintiff would have no further right to the Mobile Home or Property without a lease;
- 3) in lieu of payment of \$45,883.12, Defendant shall deed a portion of the real property upon which the Mobile Home sits to Plaintiff.

AND IT IS SO ORDERED.


ALISON RENEE LEE
Presiding Judge

Columbia, South Carolina
August 15, 2016



STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Sony Adams,

Plaintiff,

vs.

Nadine Adams,

Defendant.

FILED
2016 NOV - 8 A

CASE NO. 2015-CP-35-0070

ORDER AMENDING JUDGMENT

This matter comes before the Court on Defendant's, Nadine Adams, Motion to Reconsider pursuant to Rule 59(e), SCRPC. Accordingly, Defendant moves to alter or amend the judgment issued on August 15, 2016. This matter came before the Court on May 11, 2016 as a nonjury trial arising out of a dispute between Plaintiff, Sony Adams, and Defendant over a mobile home and a portion of real property. Pursuant to the Order, this Court ruled in favor of Plaintiff ordering that Defendant retain title to the mobile home and land; Defendant pay Plaintiff \$45,883.12; and in lieu of the payment, Defendant deed portion of the property upon which the mobile home sits to Plaintiff. Defendant filed the Motion to Reconsider on August 29, 2016 and thereafter, Plaintiff responded to the motion on September 7, 2016.

Defendant states the court erred in finding that: (1) the value of the real estate increased by the amount of money Plaintiff spent repairing the mobile home; (2) Defendant is required to deed portion of the real estate upon which the mobile home sits to Plaintiff when Plaintiff testified that he did not want the property, only the title to the mobile home; and (3) Defendant is required to deed a portion of the property to Plaintiff upon which the mobile home sits when the ruling is ambiguous as to the amount of the property to be deeded to Plaintiff as well as the dimensions of the property.

Defendant cites *Stringer v. Oil Co., Inc. v. Bobo*, 320 S.C. 369, 465 S.E.2d 366 (Cl. App. 1996) to support her claim that the court erred in finding that the value of the real property was increased by the amount of improvements made by Plaintiff. Defendant states there was no testimony presented at trial regarding the increased value, and Defendant testified that she did not believe the improvements on the mobile home increased the value of the property. However, Plaintiff argues that the Court did not err in awarding damages to the amount of money he spent

improving the property. Plaintiff cites *Boykin v. Contracting, Inc. v. Kirby*, 405 S.C. 631, 748 S.E.2d 795 (Cl. App. 2013), which was distinguished by *Stringer*, to support his argument.

This Court ruled that the title to the mobile home and the land belongs to Defendant; however, Defendant would be unjustly enriched if she retained possession of the mobile home without compensation to Plaintiff. The calculation of damages was based on the cost of improvements to the mobile home and the payment of taxes made by Plaintiff, not any increase in value to the real estate. The *Stringer* case does not apply here because that court did not have competing evidence on damages, while here, Plaintiff provided receipts evidencing the work he performed on the mobile home and real property. This Court ruled that the mobile home on the property was a fixture of the land and thus, Defendant would be unjustly enriched if she retained possession of the mobile home since Defendant did not contribute to the improvements and failed to pay taxes on the real property.

In regards to the second issue, Defendant states that this Court erred in finding that she is required to deed a portion of her land to Plaintiff since Plaintiff testified that he only wanted title to the mobile home. Plaintiff argues that he only testified that the mobile home was attached to real property and could not be removed. At trial, Plaintiff testified that he believed the Defendant would convey title to the mobile home and would either sell or give him a portion of the real estate upon which the mobile home is situated. This Court ordered that Defendant deed the portion of the real property upon which the mobile home sits to Plaintiff in lieu of paying Plaintiff \$45,883.12 because the mobile home is now affixed to the real property.

Defendant further argues that the Court's ruling on the amount of property to be deeded to Plaintiff is ambiguous and as a result, the Court should amend or alter the judgment. Plaintiff does not dispute Defendant's claim; instead, he requests that Defendant deed to Plaintiff one acre to satisfy the minimum acreage of real property that the McCormick County Planning Department will approve for a plat. This Court cannot determine the amount of real estate to be deeded to Plaintiff based upon the evidence but, in lieu of the payment, Defendant shall deed to Plaintiff the portion of the land upon which the mobile home sits in acreage sufficient to satisfy the requirements of McCormick County governing authorities.

ORDER

Accordingly, after careful consideration of the motion made and the record in this case, Defendant's Motion to Reconsider is **GRANTED** in part.

It is therefore, **ORDERED**, that Item 3 of the Order issued August 15, 2016 is amended to read:

3) In lieu of payment of \$45, 883.12, Defendant shall deed that portion of the real property upon which the Mobile Home sits to Plaintiff in acreage sufficient to satisfy the requirements of McCormick County governing authorities.

Pursuant to Rule 59(f), SCRCP, oral argument is not necessary.

AND IT IS SO ORDERED.


ALISON RENEE LEE
Presiding Judge

October 28, 2016
Columbia, South Carolina


#3

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

FILED
GWENDOLYN D. CHILES

APPEAL FROM McCORMICK COUNTY
Court of Common Pleas

2016 DEC 12 A 9:25

CLERK OF COURT
McCORMICK COUNTY, SC

Honorable Alison Renee Lee, Circuit Court Judge

Case No. 2015-CP-24-0070

Sonny Adams, ... Respondent,

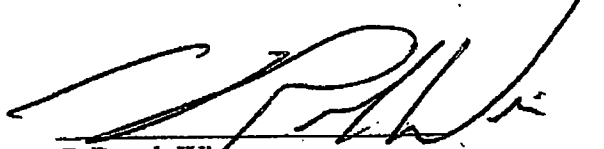
vs.

Nadine Adams, ... Appellant.

NOTICE OF APPEAL

The Defendant, Nadine Adams appeals the order of the Honorable Alison Renee Lee dated October 28, 2016, and entered on November 3, 2016. Appellant received notice of entry of this on November 7, 2016.

December 6th, 2016


C. Rauch Wise
Attorney at Law
305 Main Street
Greenwood, SC 29646
(864) 229-5010

Attorney for Appellant

Other Counsel of Record:

Heather Stone
Hite & Stone
P.O. Box 805
Abbeville, SC 29620

STATE OF SOUTH CAROLINA

COUNTY OF MCCORMICK

LEASE

Plaintiff's
Exhibit 1

This agreement made this ____ day of November, 2014, at McCormick, South Carolina, between Nadine G. Adams, owner, hereinafter called Lessor, and Sonny L. Adams, hereinafter called Lessee,

WITNESSETH

For and in consideration of the mutual covenants and agreements, the parties do herein agree as follows:

1. **Purpose.** Lessor hereby agrees to lease a portion of the property owned by the Lessor located at 104 Lindley Road, McCormick, South Carolina upon which is situated a mobile home, the right of ingress and egress to said mobile home and the land immediately surrounding the mobile home for a period of twelve (12) months to Lessee and the Lessee hereby agrees to lease that portion of land surrounding his mobile home located on the property located at 104 Lindley Road, McCormick, South Carolina. It is understood and agreed that the purpose of this lease is for the Lessee to have his mobile home on this land only. At no time shall this property be used for commercial or other unapproved purposes in accordance with the planing and zoning ordinances of the County of McCormick..

2. **Term.** The term of the lease shall be for twelve (12) months commencing on _____ and ending at midnight on _____.

3. **Consideration/Deposit.** The lease payment shall be \$200.00 per month commencing on _____ with the final payment due and payable no later than _____. It is understood and agreed that all utilities including, but

not limited to the electrical, trash service, water, gas, telephone service, internet service and other related services, are not included in the monthly rental and will be the sole responsibility of the Lessee.

4. **Property.** It is understood and agreed that the property leased is a portion of the property owned by Lessor at 104 Lindley Road and the right of egress and ingress, upon which sits the Lessee's mobile home and the immediately land surrounding the mobile home in McCormick, South Carolina.

5. **Insurance.** Lessor shall provide hazard insurance on the mobile home only.

6.. **Rent.** All rental payments are due to the Lessor on the first day of each month for 12 consecutive months. If any of the monthly rental payments are not promptly paid on or before the 10th day of each month in which they are due, then in that event, a late charge of \$25.00 shall become due and payable in addition to the normal monthly rental fee. If at any time during the term of this lease any rental payment becomes thirty (30) days past due, then in that event, the aggregate sum of all rents due under this contract shall become immediately due and payable, at the election of the Lessor, and if not paid upon demand, then in that event, the Lessee shall immediately remove his mobile home from the premises leaving the premises in good condition the same as the first day of this lease, normal wear and tear excepted. Lessor reserves the right under this Agreement to cancel said Agreement should the terms, conditions and stipulations set forth under not be adhered to in a strict manner, and make demand that the Lessee vacate the premise immediately for the protection of the Lessor property.

7. **Taxes.** The Lessor shall pay all taxes on the real property during the term of this lease and the Lessee shall be responsible for any taxes assessed on the mobile home during the term of this

lease.

8. **Termination and Renewal.** The Lessee must notify the Lessor in writing no less than thirty (30) days prior to the end of this lease or by _____, the Lessee's intention of the renewal or termination of this agreement. Any renewal of this lease will be on a month to month basis. The lease terms shall be re-negotiated at the time of any renewal. and shall be enforceable in a court of competent jurisdiction within the State of South Carolina.

9. This Agreement shall be binding upon the parties heirs, assigns, and successors.

10. If any disputes arise from the lease and its terms, then in that event, either party may request the differences be settled by mediation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the ____ day of _____, 2014

Witnesses:

Nadine G Adams, Lessor

Sonny L. Adams, Lessee

RECEIPT

MARY G. SHIRLEY COUNTY TREASURER
1864-262-2332

MCCORMICK COUNTY, S.C.

TAXES DUE ON THE FOLLOWING DESCRIBED PROPERTY FOR TAX YEAR 2014

RECEIPT NO	000080-14-3		PROPERTY VALUATION	TAX LEVY	PROPERTY TAX	LESS L.O.S.T. CREDIT	LESS HOMESTEAD	SUBTOTAL
COUNTY & SCHOOL			180	295.7	53.23	1.49	.00	51.74
CITY OF								
SLV SPECIAL TAX DISTRICT								
TAX DIST	MAP NUMBER	NO ACRES	NO LOTS	VALUE LAND	NO BLDGS	VALUE BLDGS		
4	085-00-00-009.				1	180		

APPRAISED VALUE 3,000 X 6% = 180

NAME AND ADDRESS OF PROPERTY OWNER(S)
ADAMS NADINE G PO BOX 1234 MCCORMICK SC 29835

HWY 51 MH-3884	MHOME
-------------------	-------

REAL ESTATE PENALTIES
JANUARY 16 - 3%
FEBRUARY 2 - 10%
MARCH 17 - IN EXECUTION WITH AN ADDITIONAL 5% PENALTY PLUS COLLECTION COST

SOLID WASTE DISPOSAL FEE	80.00
AMOUNT PAID	131.74
PENALTY 1 15%	7.76

COST TO DATE 52.00
TOTAL PAID 191.50

RCPT DATE 07/30/2015 2W

*** NOT FOR VEHICLE TAXES *** 2014

MCCORMICK COUNTY, S.C.

TAXES DUE ON THE FOLLOWING DESCRIBED PROPERTY FOR TAX YEAR 2014

RECEIPT NO	000080-14-3		PROPERTY VALUATION	TAX LEVY	PROPERTY TAX	LESS L.O.S.T. CREDIT	LESS HOMESTEAD	SUBTOTAL
COUNTY & SCHOOL			180	295.7	53.23	1.49	.00	51.74
CITY OF								
SLV SPECIAL TAX DISTRICT								
TAX DIST	MAP NUMBER	NO ACRES	NO LOTS	VALUE LAND	NO BLDGS	VALUE BLDGS		
4	085-00-00-009.				1	180		

NAME AND ADDRESS OF PROPERTY OWNER(S)
ADAMS NADINE G PO BOX 1234 MCCORMICK SC 29835

HWY 51 MH-3884	MHOME
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TOTAL PAID	191.50

RCPT DATE 07/30/2015 2W

*** NOT FOR VEHICLE TAXES *** 2014

RECEIPT

MARY G. SHIRLEY, COUNTY TREASURER
(864) 852-2332

MCCORMICK COUNTY, S.C.
TAXES DUE ON THE FOLLOWING DESCRIBED PROPERTY FOR TAX YEAR 2013

RECEIPT NO	000075-13-3	PROPERTY VALUATION	180	TAX LEVY	290.3	PROPERTY TAX	52.25	LESS LOST CREDIT	1.38	LESS HOMESTEAD	.00	SUBTOTAL	50.87
COUNTY & SCHOOL													
CITY OF													
S.L.V. SPECIAL TAX DISTRICT													
TAX DIST	MAP NUMBER	NO ACRES	NO LOTS	VALUE LAND	NO BLDGS	VALUE BLDGS							
4	085-00-00-009.				1	180							

APPRAISED VALUE 3,000 X 6% = 180

NAME AND ADDRESS OF PROPERTY OWNER(S)

ADAMS NADINE G
PO BOX 1234
MCCORMICK SC 29835

REAL ESTATE PENALTIES

JANUARY 16 - 3%
FEBRUARY 2 - 10%
MARCH 17 - IN EXECUTION
WITH AN ADDITIONAL
5% PENALTY PLUS
COLLECTION COST

AMOUNT PAID	50.87
PENALTY 15%	7.63

COST TO DATE 49.00
TOTAL PAID 107.50

RCPT DATE 08/08/2014 JA

*** NOT FOR VEHICLE TAXES *** 2013

HWY 51
MH-3884

MHOME

MCCORMICK COUNTY, S.C.
TAXES DUE ON THE FOLLOWING DESCRIBED PROPERTY FOR TAX YEAR 2013

RECEIPT NO	000075-13-3	PROPERTY VALUATION	180	TAX LEVY	290.3	PROPERTY TAX	52.25	LESS LOST CREDIT	1.38	LESS HOMESTEAD	.00	SUBTOTAL	50.87
COUNTY & SCHOOL													
CITY OF													
S.L.V. SPECIAL TAX DISTRICT													
TAX DIST	MAP NUMBER	NO ACRES	NO LOTS	VALUE LAND	NO BLDGS	VALUE BLDGS							
4	085-00-00-009.				1	180							

NAME AND ADDRESS OF PROPERTY OWNER(S)

ADAMS NADINE G
PO BOX 1234
MCCORMICK SC 29835

REAL ESTATE PENALTIES

JANUARY 16 - 3%
FEBRUARY 2 - 10%
MARCH 17 - IN EXECUTION
WITH AN ADDITIONAL
5% PENALTY PLUS
COLLECTION COST

AMOUNT PAID	50.87
PENALTY 15%	7.63
COST TO DATE	49.00
TOTAL PAID	107.50

RCPT DATE 08/08/2014 JA

*** NOT FOR VEHICLE TAXES *** 2013

HWY 51
MH-3884

MHOME

RECEIPT

MARY G SHIRLEY, COUNTY TREASURER
(864) 852-2332

MCCORMICK COUNTY, S.C. 2014
TAXES DUE ON THE FOLLOWING DESCRIBED PROPERTY FOR TAX YEAR

RECEIPT NO	PROPERTY VALUATION	TAX LEVY	PROPERTY TAX	LESS LOST CREDIT	LESS HOMESTEAD	SUBTOTAL
000081-14-3	710	295.7	209.95	5.83	.00	204.12
COUNTY & SCHOOL						
CITY OF						
S.L.V. SPECIAL TAX DISTRICT						
TAX DIST	MAP NUMBER	NO ACRES	NO LOTS	VALUE LAND	NO BLDGS	VALUE BLDGS
4	085-00-00-009.	3.26		690	1	20

APPRAISED VALUE 11,750 X 6% = 710

NAME AND ADDRESS OF PROPERTY OWNER(S)

ADAMS NADINE G
PO BOX 1234
MCCORMICK SC 29835

REAL ESTATE PENALTIES

JANUARY 16 - 3%
FEBRUARY 2 - 10%
MARCH 17 - IN EXECUTION
WITH AN ADDITIONAL
5% PENALTY PLUS
COLLECTION COST

SOLID WASTE DISPOSAL FEE	80.00
AMOUNT PAID	284.12
PENALTY 15%	30.62

COST TO DATE 52.00
TOTAL PAID 366.74

RCPT DATE 08/28/2015 2W

*** NOT FOR VEHICLE TAXES *** 2014

HWY 33-51

MCCORMICK COUNTY, S.C. 2014
TAXES DUE ON THE FOLLOWING DESCRIBED PROPERTY FOR TAX YEAR

RECEIPT NO	PROPERTY VALUATION	TAX LEVY	PROPERTY TAX	LESS LOST CREDIT	LESS HOMESTEAD	SUBTOTAL
000081-14-3	710	295.7	209.95	5.83	.00	204.12
COUNTY & SCHOOL						
CITY OF						
S.L.V. SPECIAL TAX DISTRICT						
TAX DIST	MAP NUMBER	NO ACRES	NO LOTS	VALUE LAND	NO BLDGS	VALUE BLDGS
4	085-00-00-009.	3.26		690	1	20

NAME AND ADDRESS OF PROPERTY OWNER(S)

ADAMS NADINE G
PO BOX 1234
MCCORMICK SC 29835

REAL ESTATE PENALTIES

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WITH AN ADDITIONAL
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SOLID WASTE DISPOSAL FEE	80.00
AMOUNT PAID	284.12
PENALTY 15%	30.62
COST TO DATE	52.00
TOTAL PAID	366.74

RCPT DATE 08/28/2015 2W

*** NOT FOR VEHICLE TAXES *** 2014

HWY 33-51

**NOTICE OF
LEVY
STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK
Delinquent Tax Sale Notice**

**IT IS ILLEGAL TO REMOVE UNTIL TAXES ARE PAID. VIOLATORS
WILL BE PROSECUTED**

**NOTICE IS HEREBY GIVEN, that pursuant to tax execution issued to MCCORMICK
County Tax Collector, officially charges with the collection of delinquent taxes for the
County of MCCORMICK State of South Carolina,**

**has been seized and taken exclusive possession of the following described property in the
name of:**

Adams Nardine G.

**Recorded on County records as map # 085-00-00-009
Unless said taxes, penalties, and cost are paid in full, all property described will be sold
after legal advertisement, on October 06, 2014 @ 10:00 a.m. to satisfy execution.**

**Tax Collector
McCormick County
133 S. Main Street
McCormick SC 29835
864-852-2332**

**Signed, sealed and delivered
in the presence of:** _____

Date: _____

**County of McCormick
OFFICE OF TAX COLLECTOR
133 S. Mine Street Room 104
McCormick, SC 29835
864-852-2332**

**FINAL NOTICE
END OF REDEMPTION PERIOD**

AUGUST 20, 2015

SONNY L ADAMS
P.O. BOX 725
MCCORMICK, SC 29835

DEAR SIR OR MADAM:

THE PROPERTY AS INDICATED BELOW HAS BEEN SOLD FOR TAXES. IF THE PROPERTY IS NOT REDEEMED BY PAYING ALL TAXES, ASSESSMENTS, PENALTIES, COSTS AND INTEREST AT THE APPLICABLE RATE ON THE BID AMOUNT ON OR BEFORE OCTOBER 5, 2015, A TAX TITLE MUST BE DELIVERED TO THE SUCCESSFUL PURCHASER.

PLEASE CALL THIS OFFICE IMMEDIATELY IF YOU HAVE ANY QUESTIONS.

SINCERELY,

MARY G. SHIRLEY
TAX COLLECTOR

MAP NUMBER
085-00-00-016.03

AMOUNT DUE
484.22

CERTIFIED MAIL NUMBER
7014 0510 0000 4941 0833

PROPERTY OWNER
NADINE G ADAMS

STORE YOUR DUPLICATE CHECKS IN YOUR CHECK BOX.

☒ Track your expenses...

☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

1224

Handwritten: 8/24/13

BALANCE FORWARD	
THIS ITEM	<i>1224</i>
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

Handwritten: 1224

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

	<u>Amount:</u>
Pollard Lumbar	\$2,112.57
Spratlin Hardware	\$199.08
David Roach - Labor	\$13,008.00
Exterior Supply	\$16.75
Lowe's	\$15.44
Lowe's	\$84.10
Lowe's	\$10.68
Lowe's	\$179.23
Lowe's	\$5.57
Walmart	\$26.84
Lowe's	\$11.75
Walmart	\$62.60
Lowe's	\$11.94
Lowe's	\$115.54
Lowe's	\$257.08
Lowe's	\$32.08
Lowe's	\$13.00
Lowe's	\$205.44
Mobile Home Supplies	\$395.53
Spratlin Hardware	\$181.42
Quincy Freeman	\$350.00
Everette Dean	\$425.00
Herbert Houston	\$800.00
Herbert Houston	\$400.00
Herbert Houston	\$1,400.00
U-Save Windows & Doors	\$1,903.14
Freeman Professional Services	\$2,600.00
Mike Rhinehart	\$4,100.00
Ernest Sibert	\$4,575.00
Thomson Construction Supply Co.	\$4,150.52
Jeff Wilkerson - Labor	\$6,000.00
Rico - Labor	\$500.00
David Roach - Labor	\$702.34
TOTAL:	\$44,850.64

706-359-3217

CASH _____ Charge _____

CP09172007001

$$\begin{array}{r} 131 \\ \times 4 \\ \hline 524 \end{array}$$

$$\begin{array}{r} 998 \\ \times 2 \\ \hline 1996 \end{array}$$

248 x 10

231	244x8	- 2934.00	@ \$4.00	5420.00
195	246x12	- 1386.00	@ \$7.00	10,840.00
30	245x10	- 80.00	@ \$9.00	2,700.00
305	2058	- 2105.00	@ \$7.00	21,035.00
1	16x12x36	- 220.00	@ 220.00	220.00
20	3/4	- 600.00	@ \$30.00	2,160.00
		5480.00		73,255.00

My Estimated Cost plus 20%

Material — 5420.00

My Cost — 5420.00

Plus — 20% for any extra

total 13,008.00



paid to David Roach

Exterior Supply of Greenwood
 Phone 864-223-4729
 2460 Hwy 72-221 East
 Greenwood, SC 29649



**exterior
supply**

CASH - VOLUME DEALER

CASH - VOLUME DEALER

Shipment #: 1

CASH SALE					
10ASH2	7	1034326	06/25/13	HSE1	1028152 06/25/13
1	2	1 EA	MALE'S SP12 TIPPER TOOL	5.490	5.490
			51121		
1	0	1 PC	ENCORE D45 EUTON COL WHITE	5.750	5.750
			3231901		
1	0	1 PC	1/2 J CHANNEL COLONIAL WHITE	4.600	4.600
			2410101		

THE INVOICE TOTAL OF 17.76 HAS BEEN REDUCED BY THE FOLLOWING PAYMENTS:

DESCRIPTION	REFERENCE CHECK #	AMOUNT	DATE	AMOUNT
Cash - Point of S		20.00	06/25/13	20.00

June 25, 2013 15:02:43	GT:DS	871	16.75
			0.00
INVOICE			1.01
			0.00
TOTAL Change:			-2.21

LOWE'S

LOWE'S HOME CENTERS, INC.
313 BYPASS 72 RD
GREENWOOD, NC 29646 (864) 229-1911

- SALE -

SALES #: 8058305 1290170 02-05-10

SP250 HH 1-3/8" WHITE PANEL 140 1.9
SP250 5/8" J-CHANNEL 140 1.9
SP250 2-1/2" ACI TOP CHAIR 140 1.9

SP470 1.9

TAX 1.9

INVOICE 17532 TOTAL 4.8

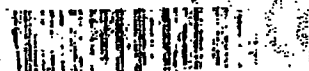
CASH 20.00

CHANGE 1.56

STORE: 0518 TERMINAL: 07 02/05/10 13:11:25

ITEMS PURCHASED: 6

FEES, SERVICES AND SPECIAL ITEMS



TOMORROW FOR SLEEPING...
REVERSE SIDE FOR RETURN POLICY
STAFF: MR. MICHAEL DUNCAN

LET US HELP YOU

LOWES.COM/FEEDBACK

PHONE CODE: 0518C-20510-07

THE LOWEST PRICES, GUARANTEED

IF WE SEE A LOWER PRICE, WE WILL BEAT IT.

STORE FOR DETAILS.



1000 E. 10th St.
Wichita, KS 67214
(866) 229-1311

SALES #: 60518001 1250000 12 02

11730 EPSUM 143 1/2 11 50 75.50
8.50

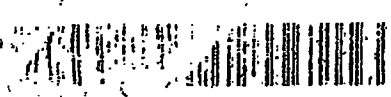
INVT 2 580

BALANCE 12 10

CASH 12 10
CASH 12 10

01, TERMINAL 09 12/09/12 58125

OF ITEMS PURCHASED: 12
TAX FEES, SERVICES & OTHER ORDER ITEMS



NO CASH FOR SHOPPING LOVE'S
RECEIPT REQUIRED FOR CASH REFUND.
CHECK PURCHASE RECEIPT REQUIRED
FOR CASH REFUND. CASH BACK
NOT AVAILABLE AT THIS LOCATION

FOR FEEDBACK? LET
US KNOW AT www.lovess.com/feedback

LOVE'S PRICES, GUARANTEED
IF YOU FIND A LOWER PRICE, WE'LL
MATCH IT. SEE STORE FOR DETAILS

11/17/09 11:17:58
SALES # 8 \$65.8131 110:58

RETURN 27
11-17-09

234754 MAIL ROOM 2011 05 1-1/11 9.98-
- REFUND TRANSACTION -
- REFUND TRANSACTION -

SUBTOTAL: 9.98-
TAX: 0.70-
TOTAL RETURN: 10.68-

BALANCE DUE: 10.68-
MERCH/GIFT CARDS: 10.68-

MERCH GIFT CARD 0350 AUTHCODE 001008

BEGIN BAL	TRANS	END BAL
0.00	10.68	10.68

TERMINAL: 27 11/17/09 16:16:54

RECEIPT REQUIRED FOR CASH REFUND.
CHECK PURCHASE REFUNDS REQUIRE
15 DAY WAIT PERIOD FOR CASH BACK.
STORE MICHAEL DUNCAN

FOR FEEDBACK? LET US KNOW AT:
IES.COM/FEEDBACK
1-800-11709-27032

GUARANTEED!
11/17/09
STAN J

135

Please complete a survey about today's store visit at:

<http://www.survey.walmart.com>

You will need to enter the following online

ID #: 70FH1402000

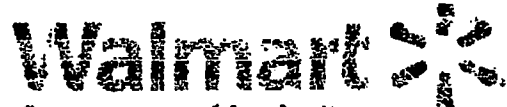
IN RETURN FOR YOUR TIME, YOU CAN
RECEIVE ONE OF FIVE \$10.00
WALMART SHOPPING CARDS

Must be 18 or older and a legal
resident of the US in order to
enter. No purchase necessary to
enter or win. Enter without
purchase and complete official
rules visit

www.walmart.com
Survey period ends on date
shown in the official rules. Survey
must be taken within 140 days
of today.

Esta encuesta tambien se encuentra
en español en la pagina del internet

THANK YOU



Save money. Live better.

Self Checkout

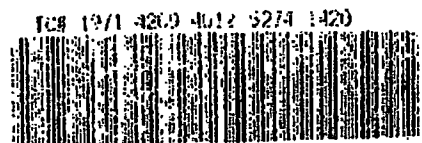
Fast. Fun. Easy.

Walmart
MANAGER KAREN JANSSEN
(864) 229-2832
STN 1000 000000000000 03/24
MI DEW 0012000000000000 1.00 R
PEPST 0012000000000000 1.00 X
101 BUB 2PK 0009200000000000 1.97 X
MILK LICH 0009200000000000 1.97 X
M N S 0040000000000000 1.00 P
SHR COLLAR 0890138000000000 5.00 X
FG DRS 072654737532 14.00 X
PAINT 007874202617 1.00 X
DISH DRAINER 007160116058 12.47
DISH TRAY 007169124970 1.00 X
SUBTOTAL 75.92
TAX 1 1.00 X 2.17
TAX 2 1.00 X 0.00
TOTAL 82.12
DEBIT TEND 82.12
CHANGE DUE 0.00

CFI DEBIT PAY FROM PRIMARY
ACCOUNT 82.12 1010 PURCHA
REF # 0100000000000000
NTRK ID 0000000000000000
04/17/10 10

total = 82.84

ITEMS SOLD 10



Lux Prep in store at Jackson Hewitt
and to check cashing at Walmart



LOWE'S HOME CENTERS, INC.

513 BYPASS 72 HW

GREENWOOD, SC 29646

(864) 229-1311

-SALE-

SALES #: 53512041 125500 10-13-09

10305 CONCRETE HWY 2 4 QUINCE 13.98
3 3 3.96

SUBTOTAL: 13.98

TAX: 0.77

IN CDE 06659 TOTAL 14.75

BALANCE DUE: 11.75

CASH: 20.00

CHANGE: 8.25

0510 TERMINAL: 06 10/13/09 08:31:01

OF ITEMS PURCHASED: 3
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S
RECEIPT REQUIRED FOR CASH REFUND.
CHECK PURCHASE REFUNDS REQUIRE
15 DAY WAIT PERIOD FOR CASH BACK.
STORE MGR: MICHAEL DUNCAN

HAVE A COMMENT OR FEEDBACK? LET US KNOW IT:

WWW.LOWES.COM/FEEDBACK

STORE CODE: 05101-01309-06659

WE HAVE THE LOWEST PRICES. "GUARANTEED"
IF YOU FIND A LOWER PRICE, WE
WILL MATCH IT. SEE STORE FOR DETAILS.

WE VALUE YOUR OPINION!

WE WANT TO KNOW ABOUT YOUR SHOPPING
EXPERIENCE TODAY AT WAL-MART.

Please complete a survey about
today's store visit at:

<http://www.survey.walmart.com>

You will need to enter the
following online:

ID #: 78DSPW6Z2V2

IN RETURN FOR YOUR TIME YOU COULD
RECEIVE ONE OF FIVE \$1000
WALMART SHOPPING CARDS

Must be 18 or older and a legal
resident of the 50 US or DC to
enter. No purchase necessary to
enter or win. To enter without
purchase and for complete official
rules visit
www.entry.survey.walmart.com.
Sweepstakes period ends on the date
shown in the official rules. Survey
must be taken within 160 weeks
of today.

Esta encuesta también se encuentra
en español en la página del Internet

THANK YOU

Walmart ✱
Save money. Live better.

Walmart
MANAGER RANDY WORTHY
(854) 229 - 2232
ST# 1382 OP# 00004027 TR# 01 TR# 05782
PAINT C07874222032 13.87 X
PAINT C07874222032 13.87 X
TAX FL 060538877748 6.97 X
PAINT 060004126835 16.41 X
SUBTOTAL 51.15
LIGHT BULB 06015813726 1.50 X
C/DVD 10.2 063470701961 4.88 X
MAX DISH 003500000039 0.97 X
SUBTOTAL 68.58
TAX 1.10
TOTAL 69.68
DEBIT TEND 31.30
CASH TEND 40.00
CHANGE DUE 8.70

EFT DEBIT PAY FROM PRIMARY
ACCOUNT : 7543
31.30 TOTAL PURCHASE
REF # 003600767942
NETWORK ID 0069 APPR CODE 32445
02/05/10 12:45:47

ITEMS SOLD 7

TC# 9446 6072 3639 3304 6597



Tax Prep In Store at Jackson Heights
and \$3 Check Cashing at Walmart
02/05/10 12:45:55



LOWE'S HOME CENTERS, INC.
513 BYPASS 72 HWY
GREENWOOD, SC 29646 (854) 229-1311

- SALE -

SALES #: 30510J85 1290170 02-05-10

6550 5/8" J-CHANNEL WHITE	3	11.16
	2 8	5.58

SUBTOTAL: 11.16

TAX: 0.78

INVOICE 07503 TOTAL: 11.94

CASH: 12.00

CHANGE: 0.06

STORE: 0110 TERMINAL: 07 02/05/10 13:19:47

OF ITEMS PURCHASED: 2
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MGR: MICHAEL DUNCAN

HAVE A COMMENT OR FEEDBACK? LET US KNOW AT:
WWW.LOWES.COM/FEEDBACK
STORE CODE: 05180-20510-07503

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT. 10%
SEE STORE FOR DETAILS.

LOWE'S
TRAINING

18: 7. 20
GPCE 645 (364) 228-

SALE -

SALES# 5351-001: IFAN #: 65462397 05-13-13

2. 10 200.00 14-14 3000 940 109.00

109.00

5.34

5.34

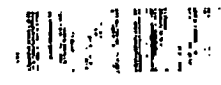
5.34

ARC 179:	21-0000
SECTION 101	ENDING BAL
115.54	5.30

05/13/13 12:20:47

ARC#

101 0000 101



WARRANT WITHIN
WITH THE ORIGINAL SALE
WE'LL REPAIR, REPLACE, OR
PURCHASE DEPENDING ON THE
OF THE ORIGINAL SALE

FOR DETAILS.

WARRANTS COUNT

1 CHANCE TO WIN A

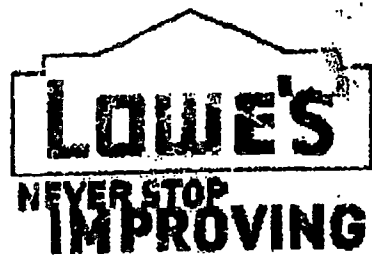
SEE OUR

IF YOU WIN

ONE YEAR WARRANTY ES.COM/Survey

CALL 1-800-250-0310 133

ENTRANCES TO ENTER OR WIN.



LOWE'S HOME CENTERS, INC.
513 BYPASS 72 HWY
GREENWOOD, SC 29649 (864) 229-1311

- SALE -

SALES#: S0510891 214631 TRANS#: 41089989 12-03-13

429447 12-FT UTHER NAVARRA	224.64
16 3 14.04	
4510 1X4X8 PREMIUM FURRING STR	6.21
3 8 2.07	
3030 THE CAMP 206 3/4 X 3/4 OF	11.68
2 8 5.84	

SUBTOTAL: 242.53

TAX: 14.55

EXP. & SHIP TOTAL: 257.08

CASH: 200.00

RETRY/CARD: 89.97

CHANGE: 32.89

SWIPED MERCH/GIFT CARD 3156 AUTHCODE 000000

BEGIN BAL	TRANSACTION AMT	ENDING BAL
89.97	89.97	0.00

STORE: 0510 TERMINAL: 06 12/03/13 12:00:17

OF ITEMS PURCHASED: 6

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE NUMBER: RICHARD DUNCAN

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.

YOUR OPINIONS COUNT!
REGISTER FOR A CHANCE TO WIN A
\$5,000 LOWE'S GIFT CARD!
* REGISTRESE PARA TENER LA OPORTUNIDAD DE GANAR UNO
* TARJETA DE REGALO DE LOWE'S DE \$5000!
*
* REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY
* WITHIN ONE WEEK AT: www.lowes.com/survey
* YOUR ID # 06807 0510 337
*
* NO PURCHASE NECESSARY TO ENTER OR WIN.
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER.
* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey

STORE: 0510 TERMINAL: 06 12/03/13 12:00:17

LOWE'S

NEVER STOP IMPROVING

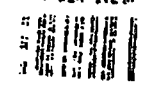
LOWE'S HOME CENTERS, INC.
213 N. W. 40th St.
Fort Lauderdale, FL 33309

FOR USE IN
ITEMS

04:48:17

2

POWER 11265



5.00
TOTAL

ITEM
\$5.00

ENTERED PER: TENER
TAPLETT REGALD DE

ENTER BY COMPLETING A CHECK
WITHIN ONE WEEK AT: 1000 1st St.
FORT LAUDERDALE, FL 33309

BY PER
DATE

10/12/13 14:48

4. 1. 2. 3.

**1100 Highway 28 Bypass
Anderson, SC 29624
PHONE: (864) 226-5853
FAX: (864) 226-4088**

M & L
MOBILE HOME SUPPLIES
INC.
ANDERSON SC
221-5853

03-10-5045 10

NO SALE

43 58:5479

34 R. L.
TOMMY HOPE SUPPLIES
INC.
MAY 31
1967

13-29C 40

PRICE	27.81
PRICE	35.35
PRICE	255.00
PRICE	13.70
SOURCE	
MEAN	
END	39
TOTAL	395.53
AVERAGE	406.90
COUNT	4.17

**Customer's
Order No. _____**

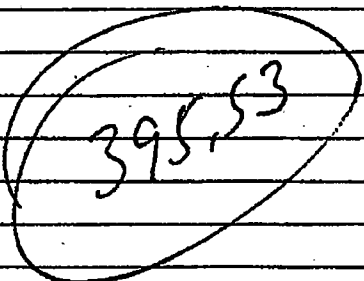
Phone
No. _____

Date _____

8/10/09

Name _____

Address

SCLD BY	CASH	C.O.D.	CHARGE	CN ACCT.	MCSE RETD.	PAY OUT	
Quantity	DESCRIPTION				PRICE	AMOUNT	
1	30X14					29.	81
1	30X27					35.	33
	L.H.						
1	R.H. 32X72 H.T. Door					285.	00
1	Lock					13.	00
1	ST-14 Door Kit					12.	90
							
					TAX		
					TOTAL		

ALL claims and returned goods MUST be accompanied by this bill.

0001748

Rec'd by _____

Thank You

— PAZAR —

SPRATLIN HARDWARE, INC.

P.O.Box 66 - Lincolnton, GA 30817

706-359-3217

CASH _____ Charge ☒

No 126341

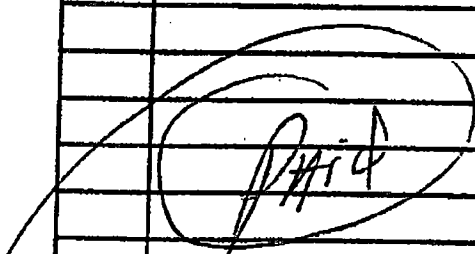
Customer's

Order No. _____

Date _____

Sold To _____

Address _____

QUAN.	ARTICLES	LIST	AMOUNT
21	2X4X10 SP	240	50 40
9	2X6X14 SP	570	45 90
1	Box Ht Tack Nails 8"		36 75
1	Box Ht Tack Nails 16"		36 50
			169 55
		TAX	11 87
		TOTAL	181 42

All claims and returned goods MUST be accompanied by this bill.

Salesman _____

Received By _____

Classic Printing (706) 359-7935

CP09172007001

[illegible]

adams 3627

55-11

HE did the last concrete work At
My house and he will come to court
because I couldn't find my Receipt.
for 8 1/2 yards of concrete.

Everett Tracy Dean
(864) 602-1575

RECEIPT		No.
DATE	4/8/14 + 4-9-14	
FROM	Everett Tracy Dean	\$212.00
FOR Concrete Work, AND PAVING		DOLLARS
Amount of Account		☒ CASH
Amount of Paid		☐ CHECK
Balance Due		☐ MONEY ORDER
		☐ CREDIT CARD
		Everett FROM Tracy Dean BY (864) 602-1575

HE WORKS FOR THE County of
McCormick and he will come to court
if needed to.

Herbert Houston

PT		No.	
Feb. 2014			
Herbert Houston		\$800.00	
Beverly L. Cockett / Beth Doorn Rende.		DOLLARS	
☒ CASH		FROM Herbert Houston TO Beverly L. Cockett	
☐ CHECK		BY 284-462-0197	
☐ MONEY ORDER			
☐ CREDIT CARD			

IPT		No.	
Feb. 2014			
Herbert Houston		\$1700.00	
Just Top on Fedt PCH		DOLLARS	
☒ CASH		FROM Herbert Houston TO Beverly L. Cockett	
☐ CHECK		BY 284-462-0197	
☐ MONEY ORDER			
☐ CREDIT CARD			

1801 MONTAGUE AVE EXT
GREENWOOD SC 29649
004-229-0015

DATE ORDERED	ORDER TAKEN BY
PHONE NO. 554-1234	CUSTOMER ORDER #
JOB LOCATION	
JOB PHONE	STARTING DATE
TERMS	

DTO

PHONE NO.

CUSTOMER ORDER #

JOB LOCATION

JOB PHONE	
-----------	--

STARTING DATE**TERMS**[illegible]

WORK ORDERED

DATE ORDERED _____

ATE COMPLETED

JMER

ROYAL SIGNATURE

FORGED SIGNATURE

TOTAL LABOR

TOTAL MATERIALS

TOTAL MISCELLANEOUS

SUBTOTAL

TAX

GRAND TOTAL

FREEMAN PROFESSIONAL SERVICES

205 MARS BRIDGE ROAD

TROY SC 29848

864-378-4218

SERVICES FOR SONNY ADAMS

REWIRE EXISTING STRUCTURE	\$950.00
WIRE BEDROOM ADDITION	\$375.00
WIRE LIVING ROOM EXTENSION	\$250.00
WIRE DEN AND BATHROOM ADDITION	\$475.00
INSTALL 2 CEILING FANS AND 3 LIGHT FIXTURES	\$125.00
TEXTURE CEILING BLOWN IN 4 ROOMS	\$425.00

RICKY FREEMAN

OWNER

607485

Invoice

SOLD TO <i>Sonny Adams</i>		SHIP TO	
ADDRESS <i>Lindley Rd</i>		ADDRESS	
CITY, STATE, ZIP <i>McCormick, S.C.</i>		CITY, STATE, ZIP	
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.
			DATE <i>4-23-13</i>

ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		Install 3½ Ton Package Heat Pump w/ 10KW strips			
		AIRASEC RPH13A 42P-2) 1611 E08780			4100.00
		Paid			
		Total			4100.00

Contractors Invoice

WORK PERFORMED AT:

104 Road Linley Road

For Sonny Adams

TO:

DATE

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Shingle All New and Old Top March 2009 Labor Total 1000.00

Fram 16x17 Dining Room & Bathroom May 2011 to June Labor Total 1500.00

Fram Shed vinyl Siding Roof install windows Apr 12014 Total 1200.00
16x10

Pour Concrete Slab & Driveway April 2014 Labor Total 875.00

Ernest L. S. Bar I

864-378-5006

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the

above work and was completed in a substantial workmanlike manner for the agreed sum of 4575.00

Dollars (\$ 4575.00)

This is a ☐ Partial ☐ Full invoice due and payable by: March 2009 to April 2014

in accordance with our ☐ Agreement ☐ Proposal

No. Dated

THOMSON

P. O. BOX 965 • THOMSON, GEORGIA 30824

THOMSON (706) 595-2273 • WASHINGTON (706) 678-2388 • LINCOLNTON (706) 359-2388

Date

Date _____

DELIVERED TO**ADDRESS**

CHARGE TO

DRIVER

TRUCK NO.

PLANT PICK UP

PURCHASE ORDER NO.

C.O.D.

[illegible]

CAUTION

CAUTION
Freshly mixed concrete may cause skin irritation. Avoid direct contact and wash exposed skin areas promptly with water. If concrete gets into the eye, rinse immediately and repeatedly with water and get prompt medical attention.

TRUCKS WILL ENTER UPON CUSTOMER'S PROPERTY AT ENTIRE RISK OF CUSTOMER. IF ADDITIONAL WATER IS ADDED AT JOB WE WILL NOT BE RESPONSIBLE FOR FINAL STRENGTH. IF WRECKER SERVICE IS REQUIRED, CUSTOMER WILL BEAR EXPENSE. NOT RESPONSIBLE FOR CONCRETE COLOR.

Water Added at Job

LOADS	YARDS

DATE BY

THOMSON CONSTRUCTION SUPPLY COMPANY, INC.

P. O. BOX 965 • THOMSON, GEORGIA 30824
THOMSON (706) 595-2273 • WASHINGTON (706) 678-2388 • LINCOLNTON (706) 359-2388

Date 3-24-14
DELIVERED TO Kennedy
ADDRESS Shakes
Chuy 376

CHARGE TO Bonnie Adams

DRIVER <u>Wade</u>	TRUCK NO. <u>19</u>	PLANT PICK UP
PURCHASE ORDER NO.		C.O.D.

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	3000 5/12000		

CAUTION
Freshly mixed concrete may cause skin irritation. Avoid direct contact and wash exposed skin areas promptly with water. If concrete gets into the eye, rinse immediately and repeatedly with water and get prompt medical attention.

TRUCKS WILL ENTER UPON CUSTOMER'S PROPERTY AT ENTIRE RISK OF CUSTOMER. IF ADDITIONAL WATER IS ADDED AT JOB WE WILL NOT BE RESPONSIBLE FOR FINAL STRENGTH. IF WRECKER SERVICE IS REQUIRED, CUSTOMER WILL BEAR EXPENSE. NOT RESPONSIBLE FOR CONCRETE COLOR.

Water Added at Job 15 Gals By CH

LOADS	YARDS	LEFT PLANT	ARRIVED JOB
1	9	M	M
		LEFT JOB	ARRIVED PLANT
		M	M

ABOVE MATERIAL
RECEIVED BY [Signature] SUPT.
LUCKY PRINTING CO. — 3/97

Work for me for 3 years at
\$60 A day 3 days a week.

Will come to Court and will
come in to tell end of Affidavit.

Ed Adams 2521

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
5-17-13	Paving and Grading Land			
	Paid	\$ 500.00		
	Paid Return			

2- adams 0521

01-11

McCormick
COUNTY OF LEXINGTON
~~BETH A. CARRIGG~~
CLERK OF COURT

CASE NO. 2015 CP 35-00070

JUDGE: Allison Lee

CT. REP. Steve LeBlanc DATE 5-11-16

2016 MAY 11 P 12:49

CLOCK IN AREA

~~14-00000 00-13 15 00~~

(1) _____

(2) _____

(3) _____

PLAINTIFF

VS.

SONNY L. ADAMS

DEFENDANT

DEFENDANT
NADINE G. ADAMS

Atty. Heather Hite Stone

Atty. CLARENCE R. WISE

[illegible]

CT. REP Steve Ledone

REC. BY: William Hodge

VERIFIED

TITLE Deputy Clerk of Court

TITLE _____

LCP 661 (1/05)

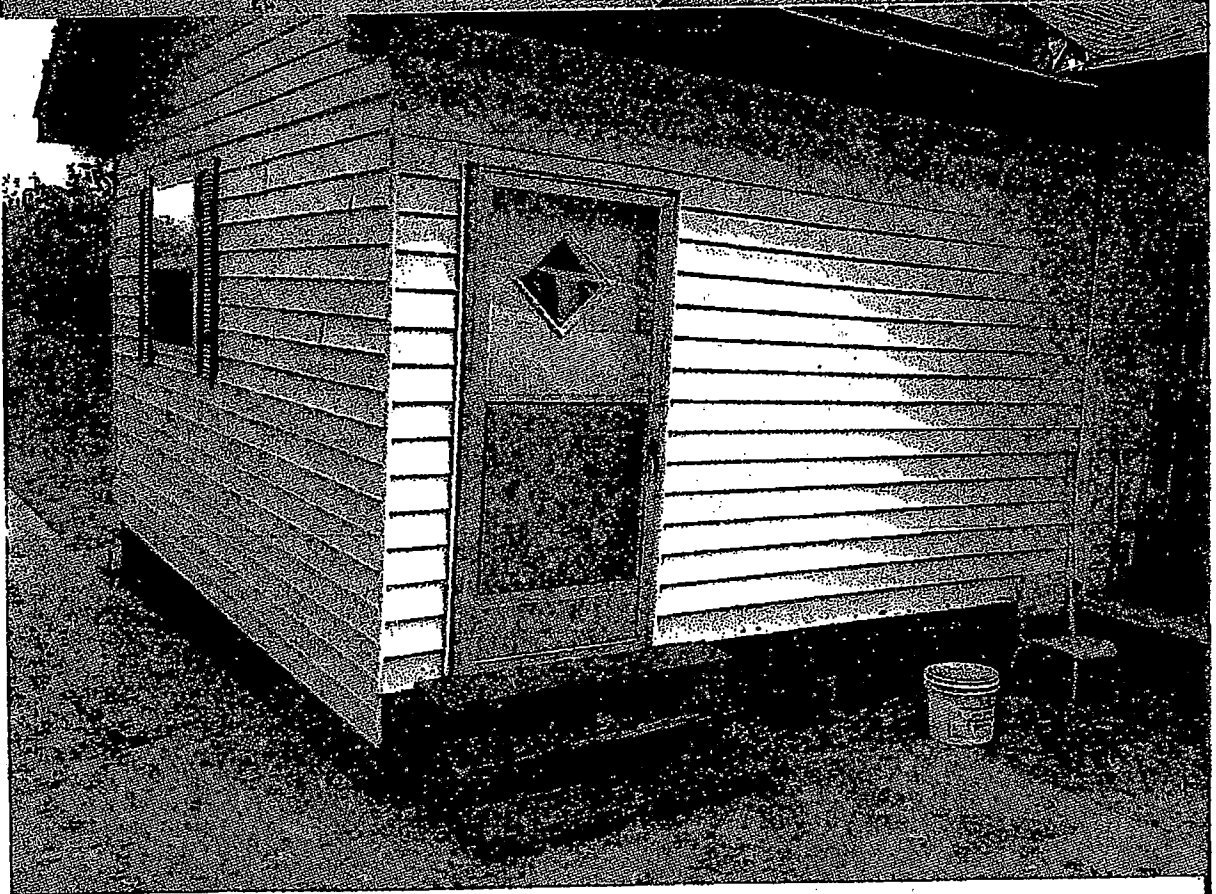
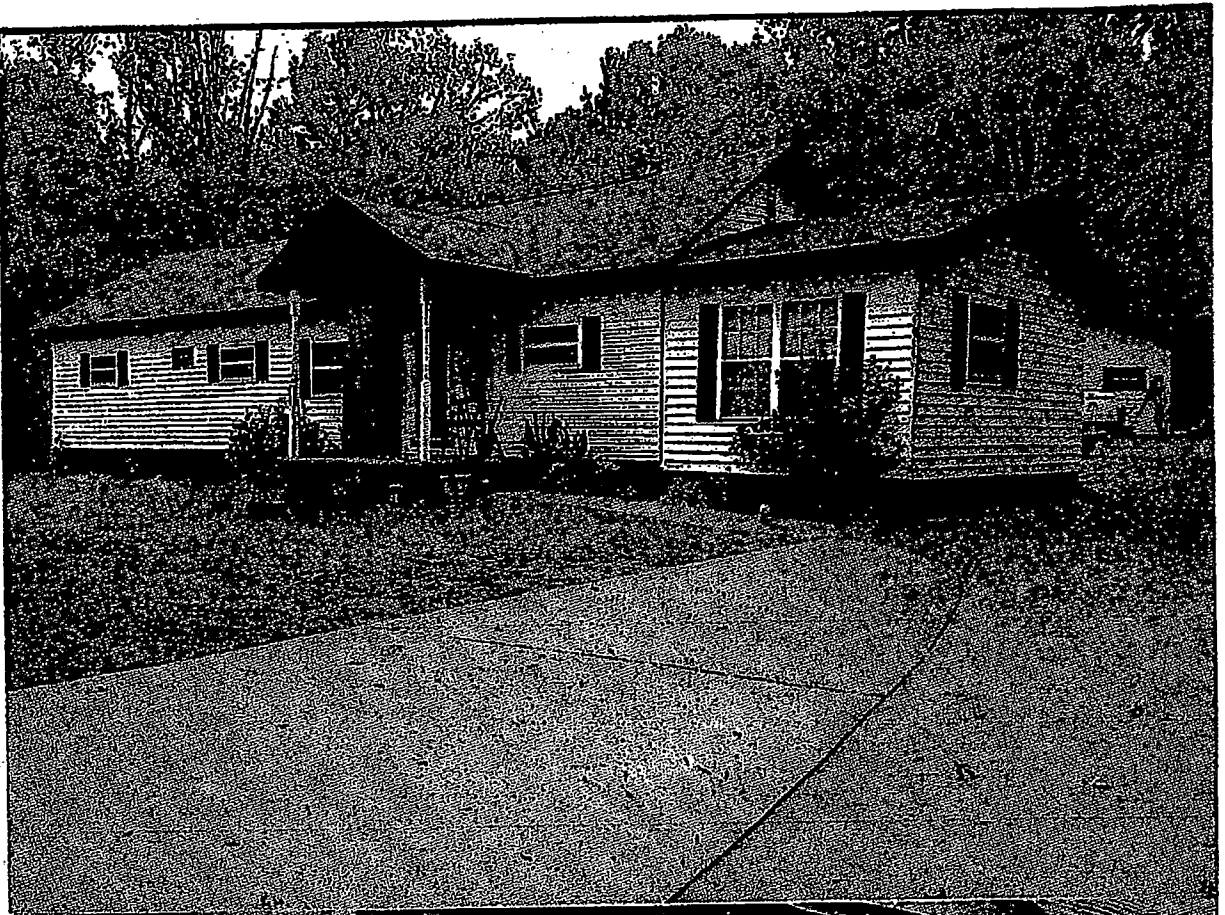
Sonny L. Adams

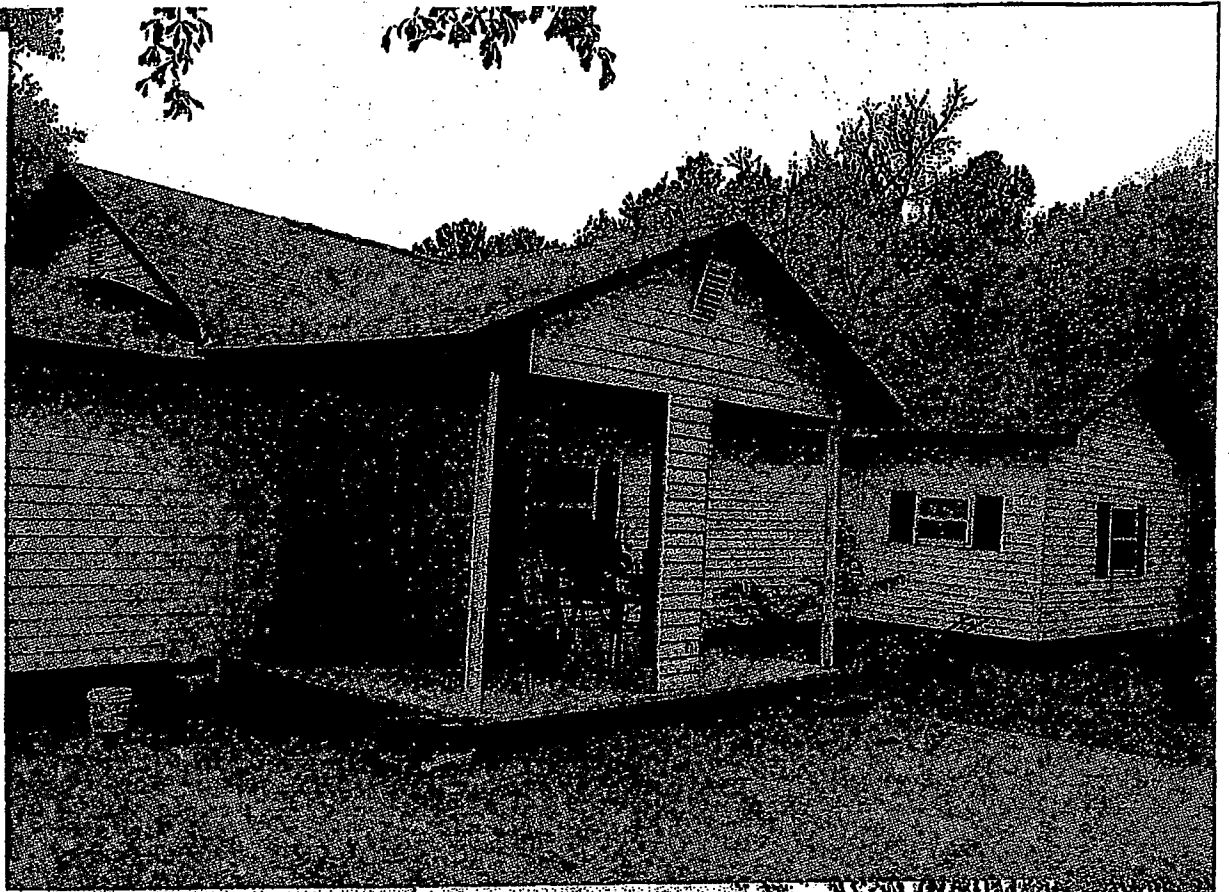
VS.

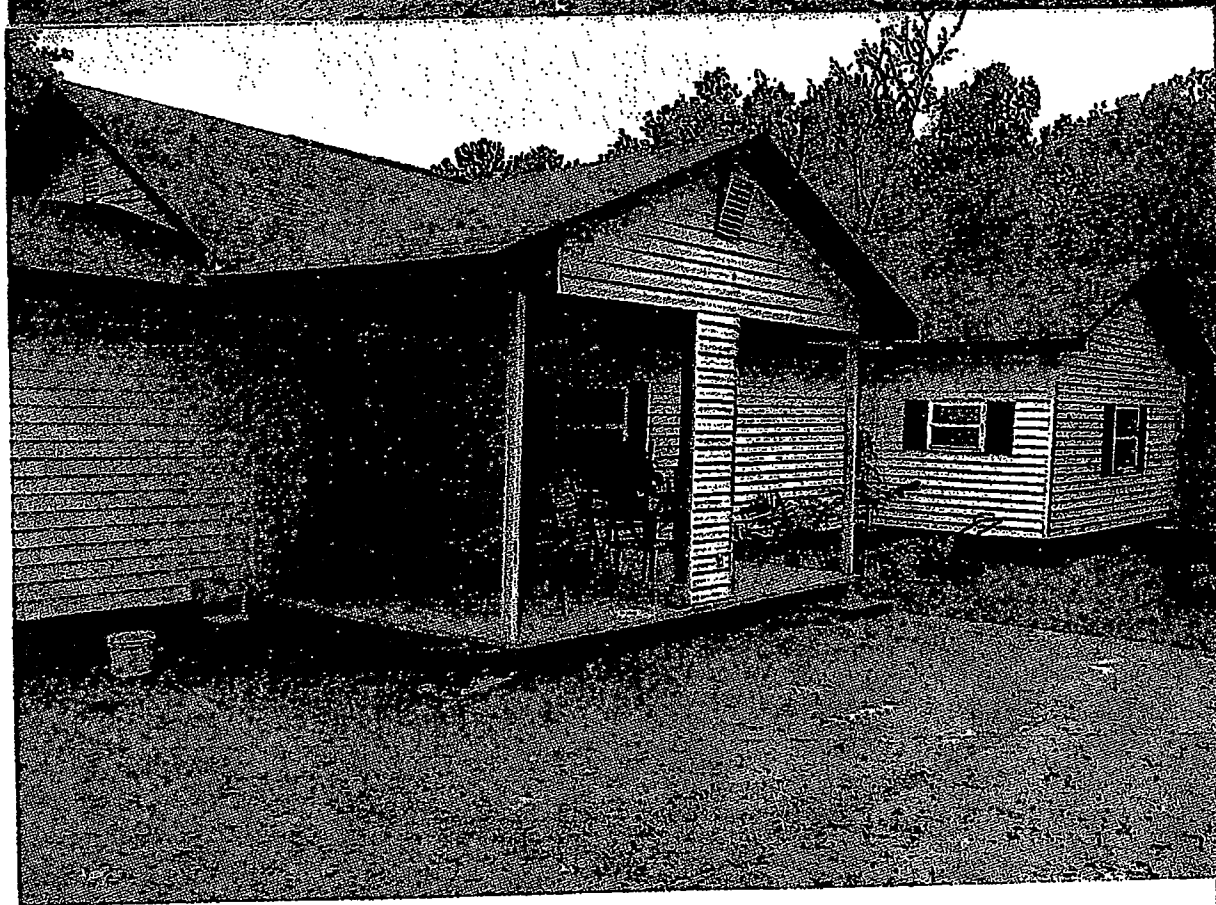
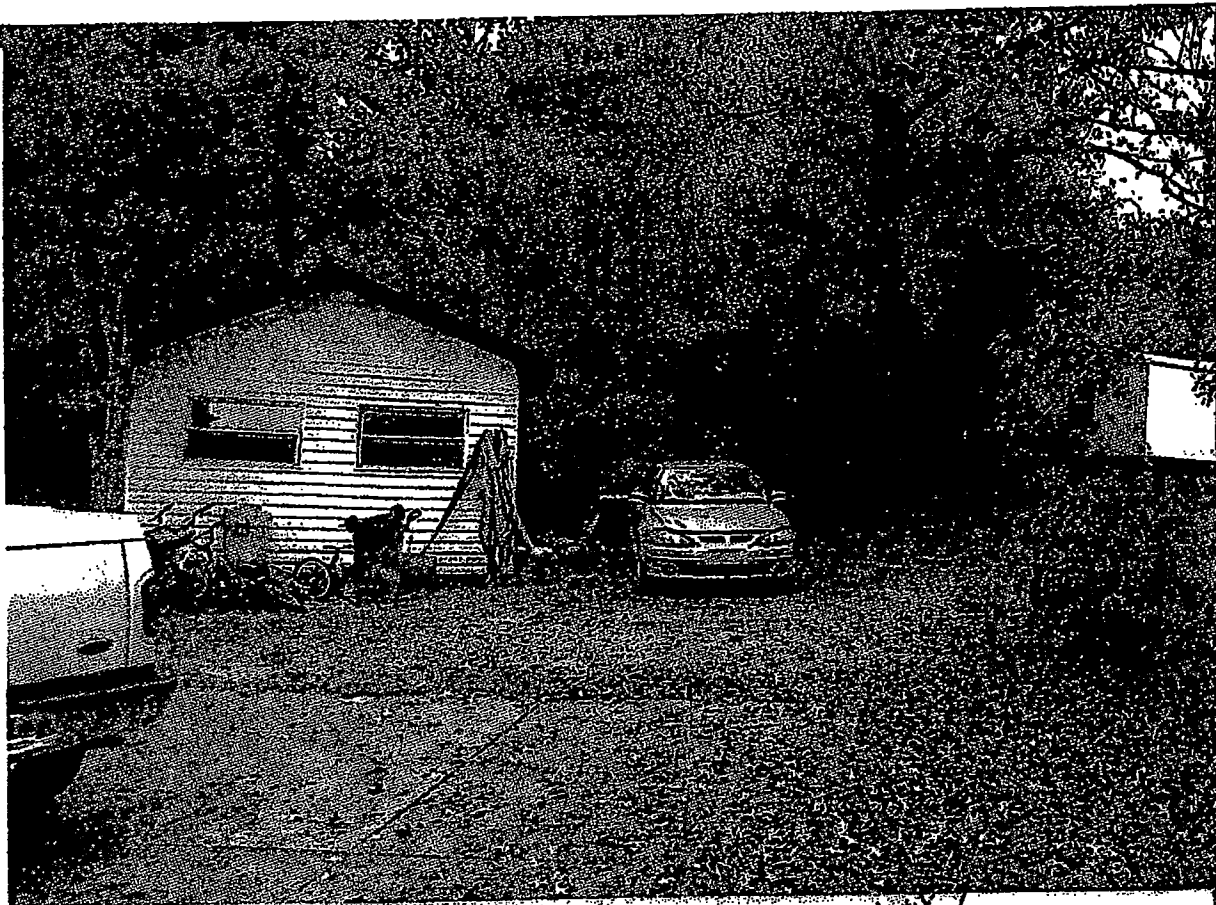
Nadine G. Adams

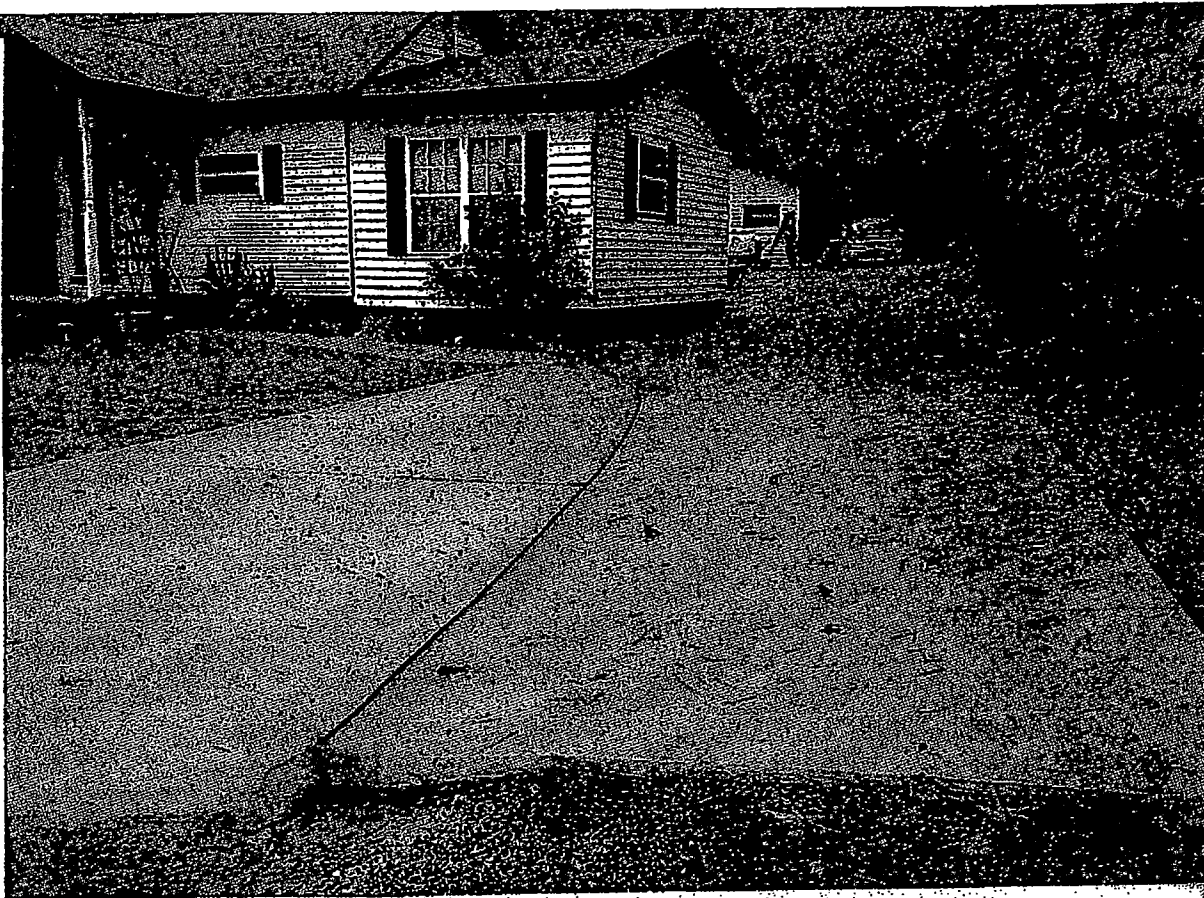
2015-CP-35-70

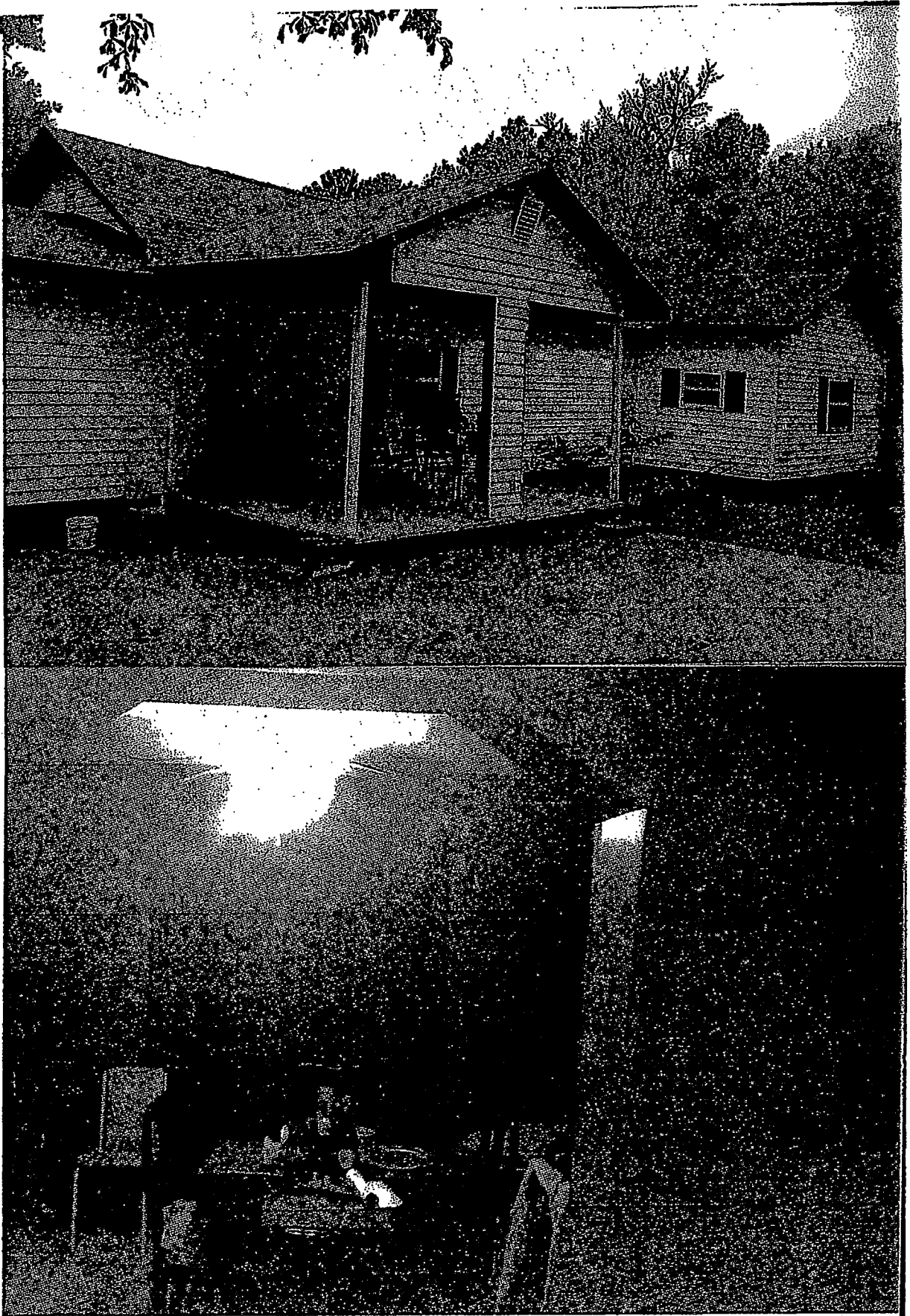
Trial Notebook

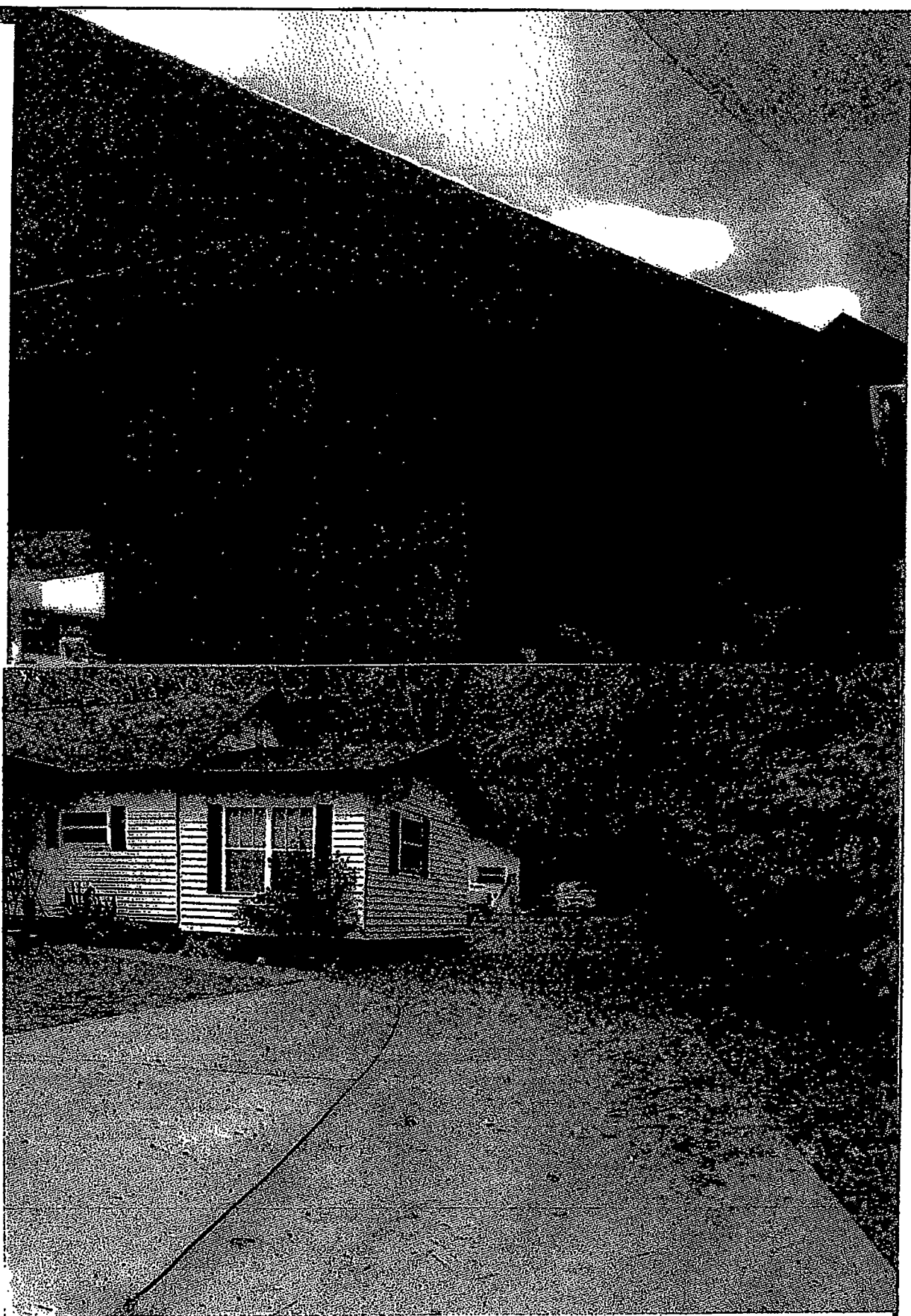












TITLE TO REAL ESTATE Form 1-6
COLUMBIA OFFICE SUPPLY CO., COLUMBIA, S. C.

State of South Carolina,

TITLE NOT EXAMINED

COUNTY OF MCCORMICK

BOOK 216
PAGE 32
DATED 10-9-07
PER 10-9-07

KNOW ALL MEN BY THESE PRESENTS, That I, C. Wayne Day,

in the State aforesaid, for and in consideration of the sum of SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$17,500.00) DOLLARS to me paid by Nadine G. Adams in the State aforesaid have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Nadine G. Adams, her heirs and assigns forever, the following described real property:

All that piece, parcel or tract of land, situate, lying and being in the County of McCormick, State of South Carolina, with improvements thereon, containing 3.26 acres, more or less, and being the remainder of a tract of land conveyed to Grantor by Ann B. Dorn by deed recorded in the office of the Clerk of Court for McCormick County, S. C. in Deed Book 138, page 70.

Tax Map No. 085-00-00#009

This conveyance includes the mobile home on said property.

FILED

07 OCT -5 AM 11:52

KATHRYNE P. BUTLER
CLERK OF COURT
MCCORMICK COUNTY, S.C.



BOOK 216
PAGE 32
STATE TAX PAID 45.30
COUNTY TAX PAID 14.25

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Nadine G. Adams,

her

Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Nadine G. Adams, her

Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 4th day of October

in the year of our Lord ~~one thousand seven hundred and~~ two thousand seven

and in the two hundred and

year of the Sovereignty

and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

Elaine J. Blythe
J. E. Harrison

C. Wayne Day (SEAL)

(SEAL)

216/32

McGormick COUNTY.

Elaine S. Berg

My Commission expires: 1-12-09

100-443887-100

—COLUMBIA OFFICE SUPPLY CO., COLUMBIA, S. C.

County of McCormick

362 AIRPORT RD

McCormick, SC 29835-0000

Phone: (864)852-2433 Fax: (864)852-2783

Permit

Issue Date: 01/19/2011

Expires: 07/18/2011

Permit Number: RA-1-11-5049

Owner's Name: SONNY ADAMS

Phone: (864)391-2340

Job Address: 104 LINDLEY Road

MCCORMICK, SC 29835-

Parcel #: 085-00-00-009

Project: MCCORMICK COUNTY

Block: _____ Lot: _____

Contractor: SONNY ADAMS

Phone: (864)391-2340

Project Type: Neighborhoods

Other Info

Sq. Ft.

Valuation: 10000

Classification: <NONE>

Local District: McCormick

Comments

16 X 20 ROOM ADDITION PLUS ADD NEW HALF BATH

This Permit is issued under the provisions of County of McCormick and any future amendments to the Building Codes on file in the Clerk of Circuit Court.

Fees Due	Amount
Permit Fee	\$60.00
Total:	\$60.00

Invoice Number	Amt Due	Amt Paid
RA-1-11-5380	\$60.00	\$60.00
Total:		\$60.00

Date: 01/19/2011

Deborah Galloway
Building Official

Directions:

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county.

AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENTAL ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE AGENCIES, OR FEDERAL AGENCIES.

[Signature]
Signature of Applicant

Building Department File Copy

Wednesday, January 19, 2011



THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM McCORMICK COUNTY
Court of Common Pleas

Appellate Case No. 2016-002462

Sonny Adams, ... Respondent,

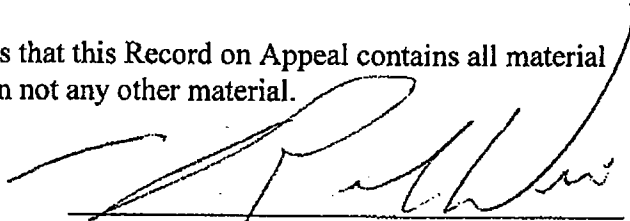
vs.

Nadine Adams, ... Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

September 1, 2017



C. RAUCH WISE
Attorney at Law
305 Main Street
Greenwood, SC 29646
(864) 229-5010
S.C. Bar No. 10188

Attorney for Appellant