

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
Laurel Grove, LLC,)
)
Plaintiff,)
)
v.)
)
Frances Lee Farmer Sullivan, Marcus Lynn)
Farmer, Nelson Eugene Farmer, Peaches)
Shawn Farmer, John Anthony Pelzer,)
Thomas Farmer, Tara Smith, the Heirs of)
Kimberly Bean, L'kita Brown, Margaret)
Lois Brown, Robert Brown and Willie)
Brown as officers, directors and/or)
shareholders of the Holy Temple of God)
Faith Healing Church, The Estate of Lula)
Mae Knox, Shirley Miller, Norma Williams,)
Juanita Smith, Evelyn Byrd, James Brown,)
Norman Smith, Robert Smith, Catherine)
Stroble, Sharon Brown, the Greenville)
County Tax Collector, John Doe)
representing any and all known and)
unknown heirs of the following individuals)
who may claim an interest in the Property:)
Willie R. Brown a/k/a Willie Ruth Brown)
a/k/a Willie A. Brown a/k/a Willie Lee)
Farmer Brown a/k/a Willie Lee Wilson,)
Robert R. Brown a/k/a Robert Russell)
Brown a/k/a Robert Russell Roland Brown,)
Mary Elizabeth Farmer Crudup, Nelson)
Farmer, Donnie Rae Farmer, Richard Earle)
Farmer, Nazeac Jefferson aka Zeon)
Jefferson, Annie Ruth Farmer Pelzer, Willie)
Rufus Farmer, Kimberly Bean, Lula Mae)
Knox, Theodore Byrd, Michael Jerome)
Smith, and as Defendants whose names are)
unknown claiming any right, title estate,)
interest in, or lien upon the real estate)
described in the Complaint herein, any)
known adults, their heirs and assigns and all)
other persons, firms or corporations entitle)
to claim under by or through the above-)
named Defendants, being as a class)
designated as Richard Roe, and any)
unknown infants or persons under disability)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Case No. 2018-CP-23-00883

**ORDER ESTABLISHING VALUE OF
PROPERTY**

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SC Court of Appeals

On July 29, 2019, the hearing to determine the value of the property was held. Counsel for Plaintiff appeared, as did Ms. Burke, the attorney GAL, Mr. Wile, the Greenville County attorney, and several of the *pro se* Defendants, including Sharon Brown. At the hearing, testimony was taken from Tripp Glenn, the MAI designated appraiser appointed by the Court, as well as Dave Batson, an apprentice appraiser, who was hired by one or more of the *pro se* Defendants to provide value testimony regarding the subject property. The Court, despite the fact that most were in default, also heard from any of the appearing Defendants who wished to make statements or participate in the proceeding.

Mr. Glenn, who has extensive experience in appraising real estate in the Greenville area and stated that he has testified in court as an expert appraiser multiple times, opined in his Report and in court that the three (3) acre parcel has a value of \$100,000.00 and, from a practical standpoint, should not be divided in-kind. He further testified that while technically the three (3) acre parcel could be divided into the respective ownership shares as established in the Order filed February 22, 2019, it would so diminish the cumulative value of the parcel as to render it of no value to all owners since it would have to be divided into multiple shares as small as 0.025. Mr. Glenn's valuation report was also concurred in, although he did not testify, by the managing member of the national appraisal firm Mr. Glenn works with, who is also an MAI designated appraiser. Mr. Glenn also testified that his charge for the appraisal was \$1200.00 and he submitted a post-hearing charge for his time in testifying in the amount of \$400.00.

Mr. Batson, who is not yet a licensed appraiser, testified that his opinion of the value of the parcel was \$165,000.00. No Report of Mr. Batson was introduced. Mr. Batson also shared concerns about the feasibility of the parcel being divided into shares as small as 0.025. He testified that he had been paid \$250.00 for his work.

After hearing from the appraisers, counsel for Greenville County stated that the County took no position in the litigation. Ms. Burke, the GAL, stated she felt it most appropriate for the unknowns, etc. that she was appointed to represent, that the Court accept the valuation and analysis as given by Mr. Glenn. Plaintiff also asked that the valuation of Mr. Glenn be accepted by the Court. The *pro se* Defendants who participated felt that the value given by Mr. Batson should be accepted by the Court.

The Court also allowed Ms. Brown and any other appearing *pro se* Defendants to state any reasons on the record that the Court, as requested by Ms. Brown in her OBJECTION TO THE APPRAISAL filed June 5, 2019, should recuse itself for a lack of "ability to be impartial". It appears that the substance of the issues raised by Ms. Brown related to her concerns that the Court had been trying to proceed with the issues in a manner in which she felt was inappropriate as to timing, etc. and that the Court's staff had contact with the attorneys about scheduling the case for hearings, etc.

From the testimony and evidence submitted, pursuant to S.C. Code § 15-61-360, I find and conclude as follows:

1. The value of the three (3) acre parcel of real property, as testified to and supported by the 69 page Report of Mr. Glenn and the supervising MAI in his office, is \$100,000.00;
2. That payment of the Court appointed appraiser Mr. Glenn (total of \$1600.00) and of Mr. Batson (total of \$250.00) shall be paid equally by all parties or paid from any future sale proceeds;
3. That pursuant to 15-61-370 and 15-61-380, no cotenant has formally offered to buy out some or all of the interests of the others in the parcel. This is even after every prior hearing where the Court strongly encouraged the parties to make any

such offers they deemed appropriate to each other or to Plaintiff's counsel. Further, at no point have all or even a majority of the *pro se* Defendants submitted any plan whatsoever to the Court for a resolution of the issues herein. And, to further complicate matters, as established by the Court in the Order of February 22, 2019, 37.5% of the ownership of the parcel is owned in the un-probated estate of Lula Mae Knox, making ownership of this share an unknown. Finally, and while the Court is mindful that at least some of the *pro se* Defendants have expressed strong sentimental ties to the parcel, Ms. Brown, who is not an attorney but has acted as a spokesperson for at least some of the other *pro se* Defendants, has presented no basis or authority to the Court to establish that she has the consensus of some part or all of the *pro se* Defendants to present any alternative other than what the Court believes the law requires.

4. That the Court has considered the factors set forth in 15-61-390 and is unable to find that the parcel can be practically divided among the cotenants or, for that fact, that this is even the desire of a significant percentage of the *pro se* Defendants. Further, and as noted above, ownership of the 37.5% interest of the Estate of Lula Mae Knox has never been determined or established. Rather, the evidence overwhelmingly establishes that the Court's requiring an in-kind division, to the extent such was even a possibility, would result in manifest injury to the cotenants as a group.
5. In light of the above, the Court will allow the parties 30 days, in accordance with 15-61-400, to agree upon a realtor to list the property for sale. In the event this does not occur, the Court shall appoint a licensed realtor, in accordance with 15-61-400, after the expiration of 40 days of this Order being filed and served upon

all parties, to have an open market listing and sale of the entire tract with proceeds being divided, after payment of any and all costs, the appraisers fees, and a 6% relators commission, in accordance with the Order of February 22, 2019. It is again the hope of the Court that by allowing this 40 day period, the parties will present to each other and/or to Plaintiff's counsel a written offer to either purchase the respective interest's in the parcel or to sell the interests in the parcel. In the event this does not happen, then the parcel will be listed with the realtor chosen by the Court. If the parcel is not under contract to the highest and best offer as determined by the realtor, and in accordance with 15-61-400, within 90 days of the listing, then the parcel shall be sold with no minimum price at the next available monthly Greenville County Courthouse auction and in accordance with the usual and customary terms and conditions of said sale.

6. That the Court finds no factual or legal basis for Ms. Brown's request that the Court recuse itself and the same is hereby denied.

AND IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW



Greenville Common Pleas

Case Caption: Laurel Grove LLC vs. Frances Lee Farmer Sullivan , defendant, et al
Case Number: 2018CP2300883
Type: Master/Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

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