

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

J. Mark Hayes, II, Circuit Court Judge

APPELLATE CASE NO. 2019-000076

Case No. 2017-CP-10-03110 (Court of Common Pleas)

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SC Court of Appeals

CAROL MANIGAULT,

Appellant,

V.

MORRIS ELLISON, AS PERSONAL
REPRESENTATIVE FOR THE ESTATE
OF ANDREW MANIGAULT,

Respondent.

RECORD ON APPEAL

Karen M. DeJong, Esq.
Bar No. 70699
222 West Coleman Blvd., Ste. 110
Mount Pleasant, SC 29464
Tel. No. 843-216-6161
Fax No. 843-300-1080
karen@dejonglawfirm.com
Attorney for Appellant

Other Counsel:

James D. Myrick, Esq.
Womble Bond Dickinson, PA
5 Exchange Street
Charleston, SC 29401
Attorney for Respondent

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CAROL MANIGAULT,

Plaintiff,

vs.

ESTATE OF ANDREW MANIGAULT,

Defendant.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.2010-CP-10-9512

**ORDER GRANTING DEFENDANT'S
MOTION FOR RELIEF FROM FOREIGN
JUDGMENT**

FILED
AUG - 1 PM 1:55
JULIE J. ARMSTRONG
CLERK OF COURT

This matter comes before the Court on Defendant Estate of Andrew Manigault's ("Estate") Motion for Relief from Foreign Judgment. After considering the pleadings, the motion submitted by counsel for the Defendant and the oral argument presented at the hearing on this matter, this Court hereby grants the Estate's motion.

BACKGROUND

By order dated October 3, 2002, the Superior Court of New Jersey – Chancery Division-Family Part entered a Final Judgment of Divorce ("Divorce Order"), in which the divorce of Carol and Andrew Manigault was finalized. The Court ordered Arthur Manigault to deed all of his interest in the marital home to Carol Manigault. See Divorce Order at pg. 2. The Court further ordered that Andrew Manigault "represents that he owns no other real or personal property and that in the event he does own such property, it shall be subject to equitable distribution." *Id.* at pg. 3. Arthur Manigault died on March 5, 2010.

The Estate initiated an action in the Probate Court for Charleston County, South Carolina, which is captioned *In the Matter of The Estate of Andrew Manigault, Case Number 2010-ES-10-0413* ("Probate Court Action"). On November 17, 2010, Carol Manigault filed a creditor's claim in the Probate Court Action, by which she sought equitable distribution of certain real property located in North Carolina and South Carolina. Also on November 17, 2010, Carol Manigault filed a Notice of Filing of Foreign Judgment and Attorney's Affidavit of Filing Foreign

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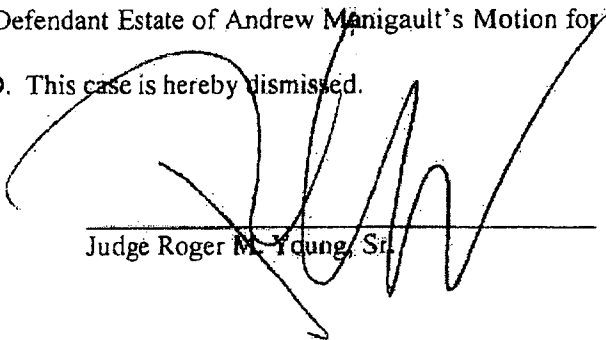
Judgment in the present matter. In her notice, Carol Manigault attempts to domesticate the Divorce Order and claims that the judgment is unsatisfied in whole or in part. The Estate subsequently filed its Motion for Relief from Foreign Judgment.

ANALYSIS

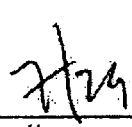
The South Carolina Probate Court has exclusive original jurisdiction over all subject matter related to estates of decedents. S.C. Code Ann. §62-1-302(a)(1). The Probate Court also has authority to hear and determine issues relating to marital agreements in connection with estate actions pending before it, concurrent with that of the family court, pursuant to Section 63-3-530. See S.C. Code Ann. § 62-1-302(c). Therefore, to the extent Carol Manigault has a claim for real property owned by Andrew Manigault before his death, her claim may not be adjudicated in the Court of Common Pleas. Further, Carol Manigault has already filed a creditor's claim in the Probate Court Action. Therefore, the Court of Common Pleas does not have subject matter jurisdiction over Carol Manigault's claims. Further, her claims must be dismissed under South Carolina Rule of Civil Procedure 12(b)(8).

CONCLUSION

For the reasons set forth above, the Defendant Estate of Andrew Manigault's Motion for Relief from Foreign Judgment is GRANTED. This case is hereby dismissed.



Judge Roger M. Young, Sr.


_____, 2011
Charleston, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN RE: THE ESTATE OF ANDREW
MANIGAULT

CAROL MANIGAULT,
Petitioner,

v.

MORRIS ELLISON, ESQ., as Personal
Representative of the Estate of Andrew
Manigault,

Respondent(s).

IN THE PROBATE COURT
CASE NO.: 2010-ES-10-00413

**ORDER GRANTING
SUMMARY JUDGMENT**

Date of Hearing: January 19, 2017
Presiding Judge: Tamara C. Curry
Movant: Morris A. Ellison, Esq.
Respondent: Carol Manigault
Court Reporter: Annie Holbrook, RSA

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THIS MATTER comes before the Court on Respondent's Motion for Summary Judgment, filed on November 18, 2016. A hearing on the matter was held on January 19, 2017. Present for the hearing were Karen Dejong, Esq., attorney for Petitioner Carol Manigault, Respondent Morris A. Ellison, Esq. and his attorneys in this matter, Laurel R.S. Blaire, Esq. and Graeme F. Philip, Esq. Upon careful review of the file, properly presented supporting evidence, and argument of counsel, Respondent's Motion for Summary Judgment is hereby **GRANTED**.

I. Factual Background

Prior to his death, Andrew Manigault ("Decedent") was married to, and subsequently divorced from, Petitioner Carol Manigault ("Petitioner"). The divorce was granted pursuant to a Final Judgment of Divorce issued by the Superior Court of New Jersey on October 3, 2002

("Divorce Decree"). The Decedent died testate on March 5, 2010. In accordance with the terms of Decedent's Last Will and Testament dated January 21, 2007, Respondent Morris A. Ellison, Esq. ("Respondent" or "Personal Representative") was appointed informally as Personal Representative of the Estate of Andrew Manigault on March 17, 2010.

On September 15, 2010, Petitioner filed a Statement of Creditor's Claim, claiming \$212,577.00 for mortgage and refinance expenses in connection with the Divorce Decree ("Creditor's Claim #1"). On November 17, 2010, Petitioner filed a second Statement of Creditor's Claim ("Creditor's Claim #2"), seeking an estimated \$875,000.00 "for SC Property and NC Property-Unknown," noting as the basis of claim:

Equitable Distribution of Property located at Tract 233, Beech Mountain, TMS# 194009250244, recorded in Plat Book 14 at Page 49 in the Register of Deeds in Avery County, North Carolina and Lot B, 5.77 acres located on Hamlin Road and U.S. Highway #17, Christ Church Parish, Charleston County, South Carolina, recorded in Plat Book CK at Page 42.

On January 19, 2016, the Personal Representative filed and served two Form #372ES Notices of Disallowance of Claims on Carol Manigault and her attorney Karen M. DeJong, Esq. by Federal Express, delivered to Carol Manigault on January 25, 2016, and to her counsel, Karen DeJong on January 20, 2016. Those Notices of Disallowance of Claims included the following warning:

"The disallowed claim or the disallowed portion of your claim will be forever barred unless you commence a legal proceeding requiring a Summons, a Petition and a filing fee of \$150.00 for allowance of the claim in accordance with SCPC 62-3-804(2), within thirty (30) days after the mailing or other service of this Notice of Allowance/Disallowance of Claim."

Proof of Delivery of the Notices of Disallowance of Creditor Claims was filed with the Charleston County Probate Court on January 19, 2016, along with a copy of said Notice of Disallowance.

On February 19, 2016, Petitioner filed a Summons and Petition for Allowance of Claim. However, no Proof of Delivery to the Personal Representative was filed with this Court. On November 18, 2016, Movant Morrison A. Ellison filed a Motion for Summary Judgment seeking summary judgment and dismissal with prejudice of the creditor claims of Decedent's ex-wife Carol Manigault. Respondent argues summary judgment is appropriate as 1) Petitioner's creditor claims are statutorily barred as a matter of law under S.C. Code Ann. §§ 62-3-806(1) and 62-3-804(5) for failure to serve her summons and Petition for Allowance of Claim within the statutory thirty (30) day time period; 2) Petitioner's creditor claims are barred as a matter of law for lack of service of process; 3) Petitioner's claim is barred by S.C. Code Ann. §15-3-530(1).

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Petitioner's Opposition to Respondent's Motion for Summary Judgment was filed on January 17, 2017. Petitioner argues summary judgment should be denied pursuant to the Uniform Enforcement of Judgment Act as the Divorce Decree was filed with the Charleston County Clerk under Charleston County Case No. 2010-CP-10-9512 on or about November 17, 2010, the validity of which has not been challenged. Notice of the Hearing was provided on January 19, 2017. Certificate of Service of the Notice of Hearing was filed on December 9, 2016.

II. Summary Judgement Standard

Summary judgment is appropriate when it is clear that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law. *Café Assoc., Ltd. v. Gerngross*, 305 S.C. 6, 406 S.E.2d 162 (1991); Rule 56(c), SCRPC. In determining whether a genuine issue of fact exists, the evidence and all reasonable inferences drawn from it must be viewed in the light most favorable to the non-moving party. "Once the moving party carries its initial burden, the opposing party must come forward with specific facts that show there is a

genuine issue of fact remaining for trial. *Sims v. Amisub of S. Carolina, Inc.*, 408 S.C. 202, 208, 758 S.E.2d 187, 190-91 (Ct. App. 2014).

III. Legal Analysis

This Court has subject matter jurisdiction over this matter and venue is proper. S.C. Code Ann. §§ 62-1-302, 62-1-303. Additionally, proper notice was given to all Parties with an interest in this matter pursuant to S.C. Code of Laws Ann. § 62-1-401. Viewing the facts and all reasonable inferences in a light most favorable to the non-moving party, the Court makes the following conclusions of law:

a. Timeliness of Petition to Allow Creditor's Claim

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Respondent argues Petitioner's creditor claims are statutorily barred as a matter of law under S.C. Code Ann. §§ 62-3-806(1) and 62-3-804(5) for failure to serve her Summons and Petition for Allowance of Claim within the statutory thirty (30) day time period. However, Respondent relies on statutory provisions not yet enacted at the time of Decedent's passing.

Rather, it is South Carolina Code of Laws Annotated Section 62-3-804 establishes the mechanism for presenting claims. The applicable law at the time of Decedent's death states, in part, a claim may be presented as follows:

The claimant may deliver or mail to the personal representative a written statement of the claim indicating its basis, the name and address of the claimant, and the amount claimed, and must file a written statement of the claim, in the form prescribed by rule, with the clerk of the probate court. The claim is deemed presented on the first to occur of receipt of the written statement of claim by the personal representative or the filing of the claim with the court....

S.C. Code Ann. § 62-3-804 (1) (1987) (Amended 2013). To be timely filed, the applicable law required the claims asserted by the Petitioner be filed within one year after the decedent's death. S.C. Code Ann. 62-3-803(a) (1990) (Amended 2013). The Decedent died testate on March

5, 2010. Petitioner timely filed two creditor claims, on September 15, 2010 and November 17, 2010, well within the applicable one-year time period. *Id.*

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"It is the responsibility of the Personal Representative to notify the claimant if a claim is disallowed." S.C. Code Ann. §62-3-806(a) (1988) (Amended 2013). For claims which have been presented in accordance with the manner described above, "the personal representative *may* mail a notice to any claimant stating that the claim has been disallowed." S.C. Code Ann. § 62-3-806(a) (1988) (Amended 2013) (*emphasis added*). However, the Reporter's Comments to Section 62-3-806 state "failure of a personal representative to mail notice of his action within thirty days after the claim filing period has expired *constitutes a notice of disallowance with warning of the impending bar*. A claimant has thirty days to react to a disallowed claim." S.C. Code §62-3-806 (1988) (Amended 2013) (*emphasis added*). More specifically, where a disallowed claim was properly presented under Section 62-3-804(1), "*no proceeding thereon may be commenced more than thirty days after the personal representative has mailed a notice of disallowance with warning of the impending bar*." S.C. Code Ann. § 62-3-804 (3) (1987) (Amended 2013) (*emphasis added*). An action is commenced upon filing the summons and complaint, if service is made within the statute of limitations, and, if filing but not service is accomplished within the statute of limitations, then service must be made within 120 days of filing. S.C. Code Ann. §15-3-20; *Mims ex rel. Mims v. Babcock Center, Inc.*, 399 S.C. 341, 732 S.E.2d 395 (2012).

The applicable one-year claim filing period expired on March 6, 2011. The Personal Representative did not provide notice of disallowance until January 25, 2016 and January 20, 2016, almost five years after the expiration of the claims period. However, despite the Personal Representative's failure to provide notice of disallowance, the claim was automatically disallowed by statute on April 5, 2011 and the claimant had thirty days thereafter to react accordingly. Because

Petitioner's Summons and Petition was not filed until almost five years after the time for the claimant to commence a proceeding had run, Petitioner's creditor claims are barred as a matter of law. S.C. Code §§62-3-806 (1988) (Amended 2013) (*emphasis added*). Given this ruling, the Court need not reach Respondent's alternate arguments regarding improper service or the enforceability of the Divorce Decree as a foreign judgment.

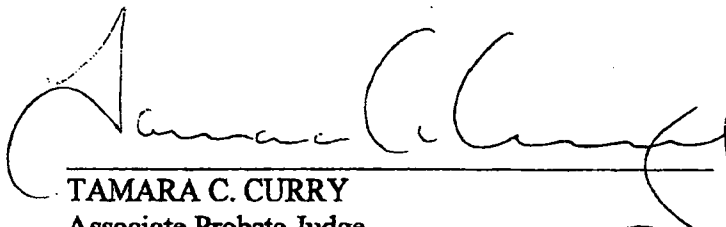
IV. Conclusion

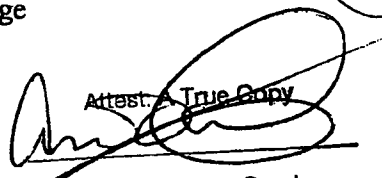
For the foregoing reasons, the Respondent's Motion for Summary Judgement is
GRANTED.

AND IT IS SO ORDERED!

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Date: April 7, 2017
Charleston, South Carolina


TAMARA C. CURRY
Associate Probate Judge
Charleston County


Attest: A True Copy
Clerk Probate Court
Charleston County, South Carolina

IN THE PROBATE COURT

CASE NUMBER 2010-ES-10-0413

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS

Carol Manigault,)

Civil Action No. 2017-CP-10-03110

APPELLANT,)

vs.)

ORDER DENYING APPEAL

Morris Ellison, as Personal)
Representative for the Estate of)
Andrew Manigault,)

RESPONDENT.)

FILED
2018 DEC 27 PM 2:21
CLERK OF COURT

This matter came before the Court on an appeal from the Charleston County Probate Court (the "**Probate Court**"). The Probate Judge granted Respondent's Motion for Summary Judgment as to certain creditor's claims asserted by Appellant. After hearing the arguments of counsels, reviewing the Amended Record on Appeal (the "**Record**") and considering the applicable statutory and case law, the Court affirms the Probate Court's Order and denies the current Appeal for the reasons set forth below.

I.

Findings of Fact

Andrew Manigault (the "**Decedent**") and his ex-wife Carol Manigault (the "**Appellant**") were divorced pursuant to an October 3, 2002 Final Judgment of Divorce issued by the Superior Court of New Jersey (the "**Divorce Decree**")¹. The Decedent died on March 5, 2010. Pursuant to the terms of the Decedent's Last Will and Testament dated January 21, 2007², Morris A. Ellison, Esq. (the "**Respondent**" or "**Personal Representative**") was appointed to serve as Personal Representative of the Estate of Andrew Manigault (the "**Estate**"). Under the provisions of the Decedent's estate plan, Appellant is to receive approximately one-half (1/2) of the

¹ Amended Record on Appeal, Exhibit 31 (hereinafter, "R., Ex. 31").

² R., Ex. 29.

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Decedent's assets, separate and apart from her creditor claims asserted in this action, after payment of administrative expenses and creditors.

On September 15, 2010, Appellant filed in the Probate Court a Statement of Creditor's Claim³, seeking \$212,577.00 in mortgage and refinance expenses in connection with the Divorce Decree. On November 17, 2010, Appellant filed a second Statement of Creditor's Claim⁴ in connection with the Divorce Decree, seeking an estimated \$875,000.00 "for SC Property and NC Property-Unknown," listing as the basis of her claim:

Equitable Distribution of Property located at Tract 233, Beech Mountain, TMS# 194009250244, recorded in Plat Book 14 at Page 49 in the Register of Deeds in Avery County, North Carolina and Lot B, 5.77 acres located on Hamlin Road and U.S. Highway #17, Christ Church Parish, Charleston County, South Carolina, recorded in Plat Book CK at Page 42.

November 17, 2010 Carol Manigault Statement of Creditor Claims⁵.

On November 10, 2010, Appellant filed in the Charleston County Court of Common Pleas (the "Court of Common Pleas") a Notice of Filing of Foreign Judgment, Attorney's Affidavit of Filing Foreign Judgment and Certified Final Judgment of Divorce⁶, seeking payment from Decedent's Estate based on the 2002 Divorce Decree. On January 7, 2011, the Personal Representative filed a Motion for Relief from Foreign Judgment and Notice of Defenses to Foreign Judgment⁷. The Personal Representative set forth a number of defenses, *inter alia*, (i) arguing that the Court of Common Pleas lacked subject matter jurisdiction to address claims against the Estate; (ii) citing Rule 12(b)(8) of the South Carolina Rules of Civil Procedure such that another action was pending for the same claim; (iii) maintaining that the Divorce Decree was not a "foreign judgment" as defined in the South Carolina Uniform Enforcement of

³ R., Ex. 5.

⁴ R., Ex. 6.

⁵ R., Ex. 6.

⁶ R., Exs. 9-10.

⁷ R., Ex. 11.

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Judgments Act, S.C. Code Ann. S.C. Code Ann. § 15-35-900 et seq., arguing that no adjudication had been made by any court that the Personal Representative, Estate or Decedent failed to comply with the Divorce Decree; (iv) and pointing out that Appellant had failed to comply with the applicable provisions of New Jersey law, the South Carolina Probate Code, and the South Carolina Uniform Enforcement of Judgments Act. *Id.*

The Court of Common Pleas issued a July 29, 2011 Order Granting the Personal Representative's Motion for Relief from Foreign Judgment, dismissing Appellant's Foreign Judgment claims for lack of subject matter jurisdiction and pursuant to Rule 12(b)(8) of the South Carolina Rules of Civil Procedure.⁸ The July 29, 2011 Order did not in any way refer or transfer Appellant's foreign judgment claims to the Probate Court. *Id.*

On January 19, 2016, Respondent filed and served two Form #372ES Notices of Disallowance of Claims⁹ on Appellant and her attorney which disallowed the entirety of both of Appellant's creditor claims. Both Notices of Disallowance of Claims included an express warning that Appellant's disallowed claims would be forever barred unless she commenced a legal proceeding within thirty (30) days, pursuant to S.C. Code Ann. § 62-3-804(2). Respondent's Proof of Delivery for the Notices of Disallowance of Creditor Claims¹⁰ was filed with the Probate Court on January 19, 2016, along with a copy of the Notices of Disallowance.

Appellant filed her Petition for Allowance of Claim¹¹ with the Probate Court on February 10, 2016 and her Summons¹² in connection with the Petition on February 19, 2016. Appellant has never filed with the Probate Court any Proof of Delivery showing service of her Summons

⁸ July 29, 2011 Order, Case No. 2010-CP-10-9512. R., Ex. 1.

⁹ R., Exs. 12-13.

¹⁰ R., Exs. 12-13.

¹¹ R., Ex. 14.

¹² R., Ex. 14.

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and Petition for Allowance of Claim on Respondent.¹³ Appellant sent a courier to deliver two unposted, handwritten envelopes to Respondent.¹⁴ The courier left the documents at the front desk of Respondent and Respondent's attorney's office with a receptionist unauthorized to accept service. *Id.* On this basis, Respondent maintains that the action had not been timely commenced since service was neither timely nor properly effectuated.

On March 18, 2016, Respondent timely filed and served an Answer to Appellant's Petition for Allowance of Creditor's Claims¹⁵. On November 18, 2016, Respondent filed and served a Motion for Summary Judgment seeking dismissal of Appellant's Petition for Allowance of Claim¹⁶. Appellant filed her opposition brief¹⁷ on January 17, 2017. A hearing on the motion took place on January 19, 2017 before the Honorable Tamara C. Curry, Associate Probate Judge.¹⁸ Judge Curry issued an April 7, 2017 Order Granting Summary Judgment to Respondent¹⁹. Appellant filed a Motion to Alter or Amend the Probate Court's Judgment²⁰ on April 24, 2017, which was denied by the Probate Court in a June 1, 2017 Order²¹. This appeal followed.

II.

Standard of Review

The parties have postured this matter as an appeal of a motion for summary judgment. The court's disposition of a motion for summary judgment is governed by Rule 56 of the South Carolina Rules of Civil Procedure. Rule 56(c) dictates that a motion for summary judgment shall

¹³ See, April 7, 2017 Order. R., Ex. 2.

¹⁴ See, Transcript to January 19, 2017 Motion for Summary Judgment Hearing. R., Ex. 19, pp. 13, 20.

¹⁵ R., Ex. 15.

¹⁶ R., Ex. 16.

¹⁷ R., Ex. 17.

¹⁸ See, Transcript to January 19, 2017 Motion for Summary Judgment Hearing. R., Ex. 19.

¹⁹ R., Ex. 2.

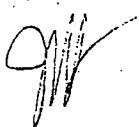
²⁰ R., Ex. 18.

²¹ R., Ex. 3.

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be granted "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." On appeal, the court reviews the granting of summary judgment pursuant to the same standard applied by the trial court. *In re Estate of Hover*, 407 S.C. 194, 754 S.E.2d 875 (S.C. 2014), citing *Brockbank v. Best Capital Corp.*, 341 S.C. 372, 379, 534 S.E.2d 688, 692 (S.C. 2000). Summary judgment must be entered in favor of a party who demonstrates there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. *Baughman v. American Tel. & Tel. Co.*, 306 S.C. 101, 410 S.E.2d 537 (1991); *Café Assoc. Ltd. v. Gerngross*, 305 S.C. 6, 406 S.E.2d 162 (1991). A motion for summary judgment can be used to raise the defense of statute of limitations. *McDonnell v. Consol. Sch. Dist. of Aiken*, 315 S.C. 487, 445 S.E.2d 638 (1994).

Rule 220(c) of the South Carolina Rules of Appellate Procedure also empowers a court hearing a matter on appeal to "affirm any ruling, order, decision or judgment upon any ground(s) appearing in the Record on Appeal." The Court in this matter is not restricted to the reasons set forth in the Probate Court's April 7, 2017 decision. Further, a respondent may raise on appeal any additional reasons the appellate court should affirm the lower court's ruling. *South Carolina Dept. of Labor, Licensing and Regulation v. Chastain*, 392 S.C. 259, 708 S.E.2d 818 (Ct. App. 2011), citing *I'On LLC v. Town of Mt. Pleasant*, 338 S.C. 406, 419, 526 S.E.2d 716, 723 (S.C. 2000). The court hearing the appeal may consider the respondent's additional reasons and, if convinced it is proper and fair to do so, rely on them or any other reason appearing in the record to affirm the lower court's judgment. *I'On LLC*, 338 S.C. at 420.



III.

Appellant's Arguments

Appellant bases her appeal of the Probate Court's Order on three arguments: (A) that the Probate Court erred in denying her Motion to Alter or Amend its judgment by failing to rule on Appellant's foreign judgment claim; (B) that the Probate Court erred in denying Appellant's Motion to Alter or Amend judgment by disregarding the statute of limitations as set forth in S.C. Code § 62-3-806(a); and (C) that the Probate Court erred in denying Appellant's Motion to Alter or Amend judgment because it cited a "Reporter's Comment" to S.C. Code § 62-3-806 as its primary authority to support its Order granting summary judgment to Respondent. The Court will address each issue, in turn, below. Respondent has also cited additional alternate grounds for dismissing the Appeal which the Court finds to be persuasive and will be discussed below.

A. Appellant's foreign judgment claims were dismissed by the Court of Common Pleas for lack of subject matter jurisdiction and pursuant to Rule 12(b)(8) of the South Carolina Rules of Civil Procedure.

Appellant first asserts that her Motion to Alter or Amend the judgment was wrongfully denied, as the Probate Court failed to rule on Appellant's foreign judgment claims. Specifically, Appellant suggests that in granting Respondent's Motion for Summary Judgment, the Probate Court failed to issue an order on her foreign judgment claims after it ruled against Appellant's creditor claims. She insists that because the creditor and foreign judgment claims were separate and distinct from one another, the Probate Court erred by failing to adjudicate the latter. A simple review of the Record and the procedural posture of the case shows that Appellant's contentions are unfounded.



On November 10, 2010, Appellant filed her Divorce Decree, a Notice of Filing of Foreign Judgment and her Attorney's Affidavit of Filing²² in the Court of Common Pleas in an effort to pursue her claim as a divorce creditor of Decedent's Estate. The Personal Representative filed a January 7, 2011 Motion for Relief from Foreign Judgment and Notice of Defenses to Foreign Judgment²³. On July 29, 2011, the Court of Common Pleas issued an Order²⁴ granting the Personal Representative's Motion for Relief from Foreign Judgment and dismissed Appellant's entire case for lack of subject matter jurisdiction and pursuant to Rule 12(b)(8) of the South Carolina Rules of Civil Procedure. If a court lacks jurisdiction over the subject matter, any action with respect to such a cause, other than to dismiss it, is absolutely void. *Coon v. Coon*, 356 S.C. 342, 588 S.E.2d 624 (Ct. App. 2005), *aff'd as modified*, 364 S.C. 563 (S.C. 2005); *see also Ross v. Richland County*, 270 S.C. 100, 240 S.E.2d 649, 650 (S.C. 1978). Therefore, the Court of Common Pleas could do nothing more than dismiss the case over which it lacked subject matter jurisdiction. Indeed, it had no power to refer a case to the Probate Court over which it lacked subject matter jurisdiction, and did not attempt to do so.

More practically speaking, the Court of Common Pleas' Order is completely devoid of any sort of referral of the case to the Probate Court. Instead, the Order²⁵ plainly reads, "For the reasons set forth above, the Defendant Estate of Andrew Manigault's Motion for Relief from Foreign Judgment is GRANTED. This case is hereby dismissed."

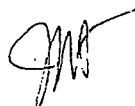
Appellant's foreign judgement claim was previously dismissed by the Court of Common Pleas and, as such, was never referred to the Probate Court and the foreign judgment claims were never properly placed at-issue in the Probate Court proceedings. In fact, the Record reveals no

²² R., Exs. 8-9.

²³ R., Ex. 11.

²⁴ R., Ex. 1.

²⁵ R., Ex. 1.


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indication that Appellant ever domesticated the foreign judgment against the Estate. Accordingly, the Court holds that Respondent is entitled to summary judgment as a matter of law.

B. Appellant incorrectly cites to the current version of S.C. Code Ann. § 62-3-806(a), which was not in effect at the time of the Decedent's death in 2010. The relevant version of the statute did not contain the new deadline for disallowance relied upon by the Appellant.

Appellant next claims that the Probate Court erred in denying her Motion to Alter or Amend the judgment by disregarding the statute of limitations as is set forth in the 2014 version of S.C. Code Ann. § 62-3-806(a) in its Order granting summary judgment to Respondent. Appellant highlights the fact that Decedent passed away on March 5, 2010 and cites the current version of S.C. Code Ann. § 62-3-806(a), effective January 1, 2014, which states that:

As to claims present in the manner described in Section 62-3-804(1) within the time limit prescribed in Section 62-3-803, within sixty days after the presentment of the claim, or within fourteen months after the death of decedent, whichever is later, the personal representative must serve upon the claimant a notice stating that the claim has been allowed or disallowed in whole or in part.

This version of § 62-3-806(a) was not in effect when the Decedent died in 2010. Nevertheless, Appellant claims that since Respondent did not file his Disallowance of Claim until January 19, 2016, well beyond the fourteen month time limit allowed by the version of the statute adopted after Decedent's death, he is time-barred from raising any argument with regard to Appellant's claims. Again, the Court finds Appellant's argument fundamentally flawed, as she cites a non-controlling iteration of Section 62-3-806.

Appellant incorrectly relies on the current version of S.C. Code Ann. § 62-3-806(a) to advance her argument concerning the applicable time limit for Respondent to serve his notice disallowing the claim. However, the version of Section 62-3-806(a) in effect at the time of the Decedent's death – which is controlling in this matter – did not contain any specific deadline for

a Personal Representative to file a Disallowance of Claim. The controlling version of S.C. Code Ann. § 62-3-806(a) reads as follows:

As to claims presented in the manner described in Section 62-3-804 within the time limit prescribed in Section 62-3-803, the personal representative may mail a notice to any claimant stating that the claim has been disallowed. If, after allowing or disallowing a claim, the personal representative changes his decision concerning the claim, he shall notify the claimant. The personal representative may not change a disallowance of claim after the time for the claimant to file a petition for allowance or to commence a proceeding on the claim has run and the claim has been barred. Every claim which is disallowed in whole or in part by the personal representative is barred so far as not allowed unless the claimant files a petition for allowance in the court or commences a proceeding against the personal representative not later than thirty days after the mailing of the notice of disallowance or partial allowance if the notice warns the claimant of the impending bar. It is the responsibility of the personal representative to notify the claimant if a claim is disallowed.

In light of the statute in effect on the date of the Decedent's death, the Court holds that there is no evidence whatsoever that Respondent's January 19, 2016 Disallowances of Appellant's Claims were untimely. Therefore, there remains no genuine issue as to any material fact and Respondent is entitled to judgment as a matter of law.

C. A citation by the Probate Court to a "Reporter's Comment" from an earlier version of S.C. Code Ann. § 62-3-806 has not been shown to be a controlling error.

Appellant's final argument is rooted in the notion the Probate Court erred in denying her Motion to Alter or Amend the judgment due to the fact that it cited a "Reporter's Comment" printed below S.C. Code § 62-3-806 as primary authority to support its Order granting summary judgment to Respondent. In its Order²⁶, the Probate Court cites the Reporter's Comment to S.C. Code § 62-3-806 which reads as follows: "failure of a personal representative to mail notice of his action within thirty days after the claim filing period has expired constitutes a notice of disallowance with warning of the impending bar." Appellant insists that the Probate Court was misguided in citing and relying upon the Reporter's Comment since the Reporter's Comment

²⁶ R., Ex. 2, p. 5.

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cannot be found anywhere in the official S.C. Code of Laws, nor is it listed as an acceptable form of authority to cite by Rule 268 of the South Carolina Appellate Court Rules or The Bluebook. The Court finds that, given the fact that Appellant has cited an incorrect iteration of S.C. Code § 62-3-806, as discussed in Section B., *supra*, her arguments in connection with the incorrect statute's Reporter's Comments are inapposite and need not be considered for purposes of this Order.

D. Appellant failed to properly serve her Summons and Petition for Allowance of Claims as required under South Carolina law.

In addition to the Court's findings above, Respondent raises two additional alternate grounds upon which the Probate Court's Order must be affirmed. First, Respondent points out that all of Appellant's creditor claims are barred due to her failure to properly and timely serve her Summons and Petition for Allowance of Claim within the statutory thirty (30) day deadline. S.C. Code Ann. §§ 62-3-804(3), 62-3-806(a). The Probate Court Order is silent as to this aspect of Respondent's argument. Based on its review of the facts of the case, in conjunction with the controlling statutory authorities, the Court agrees with Respondent and finds that Appellant's attempts of serving Respondent were inadequate.

On January 19, 2016, Respondent filed and served two Form 372ES Notices of Disallowance of Claims²⁷ on Appellant and her counsel. The Notices were delivered to Appellant's counsel on January 20, 2016 and to Appellant on January 25, 2016²⁸. The Notices of Disallowance of Claims disallowed all of Appellant's claims in full, and included the following warning:

²⁷ R., Exs. 12-13

²⁸ R., Exs. 23-25.



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The disallowed claim or the disallowed portion of your claim will be forever barred unless you commence a legal proceeding requiring a Summons, a Petition and a filing fee of \$150.00 for allowance of the claim in accordance with SCPC 62-3-804(2), within thirty (30) days after the mailing or other service of this Notice of Allowance/Disallowance of Claim.

Thus, February 19, 2016 represented Appellant's thirty (30) day deadline for filing and service of her Summons and Petition for Allowance of Claim. Although Appellant filed her Summons and Petition for Allowance of Claim within the deadline, the Record reveals that she did not properly effectuate service on Respondent. Appellant had a courier leave two unposted, handwritten envelopes with a receptionist unauthorized to accept service of process for Respondent.²⁹

The version of S.C. Code Ann. § 62-3-804(3), Manner of Presentation of Claims, in effect at the time of the Decedent's death provides, "If a claim is presented under subsection (1), no proceeding thereon may be commenced more than thirty days after the personal representative has mailed a notice of disallowance with warning of the impending bar. . ." In that same vein, the version of S.C. Code Ann. § 62-3-806(a), Allowance of Claims, in effect at the time of the Decedent's death provides:

Every claim which is disallowed in whole or in part by the personal representative is barred so far as not allowed unless the claimant files a petition for allowance in the court or commences a proceeding against the personal representative not later than thirty days after the mailing of the notice of disallowance or partial disallowance if the notice warns the claimant of the impending bar. . .

The Appellant filed her Petition for Allowance of Claim was filed with the Probate Court on February 10, 2016 and her Summons associated with that Petition was filed on February 19, 2016. Contrary to the foregoing statutory requirements, no proper service of process was made

²⁹ See, Transcript to January 19, 2017 Motion for Summary Judgment Hearing. R., Ex. 19, pp. 13, 20.

by Appellant on Respondent within thirty (30) days of the January 19, 2016 mailing of the Notices of Disallowance of Claim.

Service of process is controlled by the South Carolina Code of Laws as well as the South Carolina Rules of Civil Procedure. The relevant section of the South Carolina Code is S.C. Code Ann. § 62-3-1305, Service of Summons and Petition, which reads as follows:

To such summons a copy of the petition must be attached and copies of the summons and petition served on the personal representative (if not the petitioner), the heirs or devisees, and any other person as required by the court in its discretion, in like manner as summonses and complaints are served in civil actions in the circuit courts.

Rule 4(d)(1) of the South Carolina Rules of Civil Procedure governs service of process of a summons and complaint on an individual in a civil action. Rule 4(d)(1) provides that:

Upon an individual other than a minor under the age of 14 years or an incompetent person, by delivering a copy of the summons and complaint to him personally or by leaving copies thereof at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, or by delivering a copy to an agent authorized by appointment or by law to receive service of process.

The Court finds that Appellant's attempted service of process on February 19, 2017 was ineffective and did not comply with Rule 4(d)(1). Neither the Personal Representative nor his counsel has accepted service. No credible Proof of Delivery or Affidavit of Process Server documenting proper Appellant service has been introduced to the Record. To that end, the Court finds as an alternate ground for affirming the Probate Court that all of Appellant's creditor claims are barred by S.C. Code Ann. §§ 62-3-804(3), 62-3-806(a), 62-3-1305 and Rule 4(d)(1) of the South Carolina Rules of Civil Procedure for lack of proper and timely service of process of her Summons and Petition for Allowance of Claim, and Respondent is entitled to summary judgment.



E. As evidenced in the very language of Appellant's creditor claims for breach of the Divorce Decree and its accompanying "HUD Uniform Settlement Statement" for refinance, Appellant had notice of any breach well before three years prior to Decedent's death.

As a second additional alternate basis to affirm the Probate Court's Order, the Court agrees that Appellant's creditor claims are barred by the applicable statute of limitations. S.C. Code Ann. § 15-3-530(1) provides a three-year statute of limitations for enforcing contractual claims not under seal at the time of the Decedent's death. The Probate Court Order is once again silent as to this aspect of Respondent's argument; however, the Court agrees with Respondent and holds that S.C. Code Ann § 15-3-530(1) serves as additional grounds to dismiss the Appeal.

Starting in 2002, the Divorce Decree³⁰ required Decedent to make mortgage payments. Appellant had contemporaneous knowledge that Decedent was not making such payments as the creditors' claims so state.³¹ Nevertheless, Appellant failed to promptly protect and enforce her rights in New Jersey during the Decedent's lifetime. Despite her knowledge of the Decedent's failure to comply with the terms of the Divorce Decree, Appellant allowed at least five (5) years to pass and the Decedent's death to occur before pursuing creditor claims against the Decedent's estate in South Carolina.

S.C. Code Ann. § 15-3-530(1) sets forth the statute of limitations which controls Appellant's claims in this respect, providing that, "Within three years, [a litigant must commence] an action upon a contract, obligation, or liability, express or implied, excepting those provided for in Section 15-3-520." The Court holds that based on Appellant's failure to timely

³⁰ R., Ex. 31.

³¹ See, Statement of Creditor's Claim (in which Appellant claims that refinancing was made necessary due to Decedent's default on the mortgage and the attached Uniform Settlement Statements identifies a refinance settlement date of March 17, 2005). R., Ex. 5.

commence an action, Appellant's claims flowing from the 2002 Divorce Decree are now barred as a matter of law and Respondent is entitled to summary judgment.

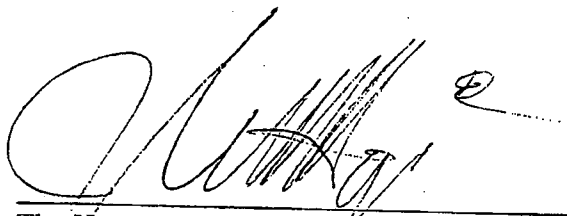
F. As a separate and independent ground for dismissal of this appeal, Appellant failed to comply with the statutory deadlines of S.C. Code Ann. § 62-1-308 (d) and (e) as well as Rule 208 of the South Carolina Appellate Court Rules.

Appellant's Notice of Intent to Appeal to the Court of Common Pleas was filed June 16, 2017 and noted Appellant's receipt of the June 1, 2017 Order on June 4, 2017. See Appellant's Notice of Intent to Appeal. Appellant's Statement of Issues on Appeal was filed on July 28, 2017. See, Appellant's Statement of Issues on Appeal filed July 28, 2017 (with Proof of Delivery showing July 27, 2017 service by mail). Appellant's Initial Brief and Designation of Matter to be Included in the Record on Appeal were filed and served out of time on August 30, 2017, past the August 28, 2017 statutory deadline set by S.C. Code Ann. § 62-1-308(d) and (e) and Rule 208 of the South Carolina Appellate Court Rules. In addition, Appellant's references to the Record and apparent provision of attached Exhibits to the Court with her Initial Brief (which Exhibits were not provided to Respondent) do not comply with Rule 208(b)(4) of the South Carolina Appellate Court Rules.

IV.

For the reasons set forth above, the Appeal commenced by Appellant to the Court of Common Pleas is hereby dismissed with prejudice.

AND IT IS SO ORDERED.



The Honorable J. Mark Hayes, II
Circuit Court Judge

12/20/2018

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PROBATE COURT

10 SEP 15 PM 2:29

IN THE MATTER OF: THE ESTATE OF
ANDREW MANIGAULT

CASE NO. 2010-ES-10-0413

Decedent's Date of Death: 3/5/2010
Decedent's Last Mailing Address: 601 Belle Point Drive
Mt. Pleasant, SC 29466

STATEMENT OF CREDITOR'S CLAIM

Creditor: Carol Manigault
Address: 1288 Taft Road, Teaneck, NJ 07666-2827
Phone No. 201-837-3037

Basis of Claim: Chase Home Finance (formerly Washington Mutual Bank) Mortgage Payments made on behalf of Andrew Manigault (\$65,464.70), Refinance Closing Costs (because of Mr. Manigault's default on mortgage) (\$9600.93) and Remaining Mortgage Balance (\$137,511.37)
Property Address: 1288 Taft Road, Teaneck, NJ 07666-2827

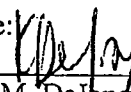
Amount of Claim: \$212,577.00

Date Claim will become due (if not already due): August 31, 2010

Nature of uncertainty as to amount of claim and due date, if any: N/A

Description of any security as to claim: None.

Date: August 31, 2010

Signature: 

Karen M. DeJong
DeJong Law Firm, LLC
1100 Queensborough Blvd., Ste. 101
Mt. Pleasant, SC 29464
(843) 216-6161
dejonglawfirm@gmail.com
Attorney for Creditor Manigault

A. (UD-1) UNIFORM SETTLEMENT STATEMENT

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins.6. File Number:
DT188605NJ7. Loan Number:
03-2387-069065726-7

8. Mortgage Insurance Case Number:

C. NOTE: This form furnishes a statement of settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown for informational purposes and are not included in the totals.

D. Name & Address of Borrower:
Carol Manigault
1288 Tah Road
Teaneck, NJ 07666E. Name, Address & TIN of Seller:
REFINANCEF. Name & Address of Lender:
Washington Mutual Bank
227 Granite Run Drive, Ste. 100
Lancaster, PA 17601G. Property Location:
1288 Tah Road
Teaneck, NJ 07666TIN of Seller:
Place of Settlement:
1 Kallisa Way, Ste. 101
Paramus, NJ 07652H. Settlement Agent:
Diamond Title Agency, LLC

I. Settlement Date: 3/17/05

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower:

101. Contract sales price
102. Escrow - Federal Tax Lien 14,000.00
103. Borrower's settlement charges (line 1400) \$3,669.20
104. Payoff - WAMU 132,838.77
105. Payoff - Bank of New York 2092.96

Adjustments for items paid by seller in advance

106.
107.
108.
109.
110.
111.
112.
113.

120. Gross Amount Due from Borrower \$152,800.93

200. Amounts Paid by or in Behalf of Borrower:

201. Deposits or earnest money
202. Principal amount of new loan(s) 149,000.00
203. Existing loan(s) taken subject to
204.
205.
206.
207.
208.
209.

Adjustments for items unpaid by seller

210. City/town taxes to \$ 0.00
211. County taxes to \$ 0.00
212. Assessments to \$ 0.00
213. to \$ 0.00
214.
215.
216.
217.
218.
219.

220. Total Paid By/for Borrower \$149,000.00

300. Cash at Settlement From/for Borrower

301. Gross amount due from borrower (line 120) \$152,800.93
302. Less amounts paid by/for borrower (line 220) \$149,000.00
303. Cash ☒ from ☐ to Borrower \$3,800.93

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller:

401. Contract sales price \$ 0.00
402. Personal Property
403.
404.
405.

Adjustments for items paid by seller in advance

406. City/town taxes to \$ 0.00
407. County taxes to \$ 0.00
408. Assessments to \$ 0.00
409. to \$ 0.00
410.
411.
412.
413.

420. Gross Amount Due to Seller \$ 0.00

500. Reductions in Amount Due to Seller:

501. Excess deposit (see instructions)
502. Settlement charges to seller (line 1400) \$ 0.00
503. Existing loan(s) taken subject to
504. Payoff of first mortgage
505. Payoff of second mortgage
506.
507.
508.
509.

Adjustments for items unpaid by seller

510. City/town taxes to \$ 0.00
511. County taxes to \$ 0.00
512. Assessments to \$ 0.00
513. to \$ 0.00
514.
515.
516.
517.
518.
519.

520. Total Reduction Amount Due Seller \$ 0.00

600. Cash at Settlement To/from Seller

601. Gross amount due to seller (line 420) \$ 0.00
602. Less reductions in amount due seller (line 520) \$ 0.00
603. Cash ☐ to ☐ from Seller \$ 0.00

Substitute Form 1099 Seller Statement

The information in Blocks E, G, H, I & line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040). You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

(Seller)

(Seller)

L Settlement Charges										Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement			
700. Total Sales/Broker's Commission: (based on price)										\$ 0.00	@	%		
Division of Commission (line 700) as follows:														
701.														
702.														
703. Commission paid at Settlement														
704.													\$ 0.00	
800. Items Payable In Connection with Loan														
801. Loan Origination Fee to Washington Mutual										1117.50				
802. Loan Discount														
803. Appraisal Fee to Washington Mutual Bank, FA										290.00				
804. Credit Report														
805. Lender's Inspection Fee														
806. Mortgage Insurance Application Fee														
807. Flood Determination Fee to Lerela Corp.										13.00				
808. Tax Research/ Payment Service Fee to Washington Mutual Bank, FA										31.00				
809. Tax Procurement/Tracking Fee to Transamerica										50.00				
810. Property Update Fee to Landsafe														
811. Premium Paid to Broker by Lender														
812. Application Fee to Washington Mutual Bank, FA										330.00				
813. Deposit by Borrower														
814.														
900. Items Required by Lender to Be Paid In Advance														
901. Interest from 3/22/05 to 4/1/05 @ \$ 23.47 per day										234.701				
902. Mortgage Insurance Premium for														
903. Hazard Insurance Premium for														
904.														
905.														
1000. Reserves Deposited with Lender														
1001. Hazard insurance months @ \$ per month														
1002. Flood insurance months @ \$ per month														
1003. City property taxes months @ \$ per month														
1004. County property taxes months @ \$ per month														
1005. Annual assessments months @ \$ per month										\$ 0.00				
1006. months @ \$ per month										\$ 0.00				
1007.														
1008.														
1009. Aggregate Accounting Adjustment														
1100. Title Charges														
1101. Settlement/closing fee to Diamond Title Agency										325.00				
1102. Abstract/title search to Diamond Title Agency										670.00				
1103. Title examination														
1104. Title insurance binder														
1105. Document preparation														
1106. Notary fees														
1107. Attorney's fees														
(includes above item numbers)														
1108. Title insurance to Diamond Title Agency										608.00				
(includes above item numbers)														
1109. Lender's coverage														
1110. Owner's coverage														
1111.														
1112. Preparation and Record Subordinations														
1113. Payoffs (9)														
1200. Government Recording and Transfer Charges														
1201. Recording fees: Deed Mortgage Release										\$ 0.00		\$ 0.00		
1202. City/county tax/stamps: Deed Mortgage										\$ 0.00				
1203. State tax/stamps: Deed Mortgage										\$ 0.00				
1204.														
1205.														
1206.														
1300. Additional Settlement Charges														
1301. Survey														
1302. Pest Inspection														
1303.														
1304.														
1305.														
1306.														
1307.														
1308. 1st Qtr Taxes - Due 2/1/05														
1400. Total Settlement Charges (This Number Transfers to Lines 103 & 502 Above)										\$3,669.20		\$ 0.00		

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Seller

Borrower

Seller

Borrower

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 1 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
1288 TAFT RD.
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
65	6/5/2010	6/5/2010	6/1/2010	\$-1,027.00	FIRE/HOMEOWNER		
	\$0.00	\$0.00	\$-1,027.00	\$0.00	\$0.00	\$137,511.37	\$220.48
64	6/1/2010	6/1/2010	6/1/2010	\$977.80	PAYMENT		
	\$209.51	\$659.91	\$108.28	\$0.00	\$0.00	\$137,511.37	\$1,247.48
63	5/1/2010	5/1/2010	5/1/2010	\$977.80	PAYMENT		
	\$208.61	\$660.91	\$108.28	\$0.00	\$0.00	\$137,720.98	\$1,139.20
62	4/1/2010	4/1/2010	4/1/2010	\$977.80	PAYMENT		
	\$207.61	\$661.91	\$108.28	\$0.00	\$0.00	\$137,929.59	\$1,030.92
61	3/1/2010	3/1/2010	3/1/2010	\$977.80	PAYMENT		
	\$206.62	\$662.90	\$108.28	\$0.00	\$0.00	\$138,137.20	\$922.64
60	2/1/2010	2/1/2010	2/1/2010	\$977.80	PAYMENT		
	\$205.64	\$663.88	\$108.28	\$0.00	\$0.00	\$138,343.82	\$814.36
59	1/2/2010	1/2/2010	1/1/2010	\$977.80	PAYMENT		
	\$204.66	\$664.86	\$108.28	\$0.00	\$0.00	\$138,549.46	\$706.08
58	12/1/2009	12/1/2009	12/1/2009	\$977.80	PAYMENT		
	\$203.68	\$665.84	\$108.28	\$0.00	\$0.00	\$138,754.12	\$597.80

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 2 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
1288 TAFT RD
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
57	11/2/2009	11/2/2009	11/1/2009	\$977.80	PAYMENT		
	\$202.71	\$666.81	\$108.28	\$0.00	\$0.00	\$138,957.80	\$489.52
56	10/1/2009	10/1/2009	10/1/2009	\$977.80	PAYMENT		
	\$201.74	\$667.78	\$108.28	\$0.00	\$0.00	\$139,160.51	\$381.24
55	9/5/2009	9/5/2009	9/1/2009	\$977.80	PAYMENT		
	\$200.78	\$668.74	\$108.28	\$0.00	\$0.00	\$139,362.25	\$272.96
54	8/1/2009	8/1/2009	8/1/2009	\$948.44	PAYMENT		
	\$199.82	\$669.70	\$78.92	\$0.00	\$0.00	\$139,563.03	\$164.68
53	7/1/2009	7/1/2009	7/1/2009	\$948.44	PAYMENT		
	\$198.87	\$670.65	\$78.92	\$0.00	\$0.00	\$139,762.85	\$85.76
52	6/5/2009	6/5/2009	6/1/2009	\$-1,098.00	FIRE/HOMEOWNER		
	\$0.00	\$0.00	\$-1,098.00	\$0.00	\$0.00	\$139,961.72	\$6.84
51	6/1/2009	6/1/2009	6/1/2009	\$948.44	PAYMENT		
	\$197.92	\$671.60	\$78.92	\$0.00	\$0.00	\$139,961.72	\$1,104.84
50	5/1/2009	5/1/2009	5/1/2009	\$948.44	PAYMENT		
	\$196.98	\$672.54	\$78.92	\$0.00	\$0.00	\$140,159.64	\$1,025.92

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 3 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
1288 TAFT RD
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
49	4/1/2009	4/1/2009	4/1/2009	\$948.44	PAYMENT		
	\$196.04	\$673.48	\$78.92	\$0.00	\$0.00	\$140,356.62	\$947.00
48	3/2/2009	3/2/2009	3/1/2009	\$948.44	PAYMENT		
	\$195.10	\$674.42	\$78.92	\$0.00	\$0.00	\$140,552.66	\$868.08
47	2/5/2009	2/5/2009		\$25.00	NSF/REVERSAL FEE ASSESSED		
	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$140,747.76	\$789.16
46	2/5/2009	2/5/2009	2/1/2009	\$948.44	PAYMENT		
	\$194.17	\$675.35	\$78.92	\$0.00	\$0.00	\$140,747.76	\$789.16
45	2/5/2009	2/5/2009	2/1/2009	\$-948.44	RETURNED ITEM		
	\$-194.17	\$-675.35	\$-78.92	\$0.00	\$0.00	\$140,941.93	\$710.24
44	2/2/2009	2/2/2009	2/1/2009	\$948.44	PAYMENT		
	\$194.17	\$675.35	\$78.92	\$0.00	\$0.00	\$140,747.76	\$789.16
43	1/27/2009	1/27/2009		\$-43.48	LATE CHARGE WAIVED		
	\$0.00	\$0.00	\$0.00	\$-43.48	\$0.00	\$140,941.93	\$710.24
42	1/27/2009	1/5/2009	1/1/2009	\$948.44	PAYMENT		
	\$193.25	\$676.27	\$78.92	\$0.00	\$-948.44	\$140,941.93	\$710.24

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 4 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
1288 TAFT RD
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
41	1/27/2009	1/27/2009	1/1/2009	\$0.00	MISAPPLICATION REVERSAL		
	\$0.00	\$0.00	\$0.00	\$0.00	\$948.44	\$141,135.18	\$631.32
40	1/27/2009	1/27/2009	1/1/2009	\$-948.44	MISAPPLICATION REVERSAL		
	\$-948.44	\$0.00	\$0.00	\$0.00	\$0.00	\$141,135.18	\$631.32
39	1/8/2009	1/5/2009	1/1/2009	\$948.44	PRINCIPAL PAYMENT		
	\$948.44	\$0.00	\$0.00	\$0.00	\$-948.44	\$140,186.74	\$631.32
38	1/7/2009	1/7/2009		\$25.00	NSF/REVERSAL FEE ASSESSED		
	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$141,135.18	\$631.32
37	1/7/2009	1/7/2009	1/1/2009	\$-948.44	RETURNED ITEM		
	\$-193.25	\$-676.27	\$-78.92	\$0.00	\$0.00	\$141,135.18	\$631.32
36	1/7/2009	1/7/2009	2/1/2009	\$0.00	MISAPPLICATION REVERSAL		
	\$0.00	\$0.00	\$0.00	\$0.00	\$948.44	\$140,941.93	\$710.24
35	1/7/2009	1/7/2009	2/1/2009	\$-948.44	MISAPPLICATION REVERSAL		
	\$-948.44	\$0.00	\$0.00	\$0.00	\$0.00	\$140,941.93	\$710.24
34	1/5/2009	1/5/2009	2/1/2009	\$948.44	PRINCIPAL PAYMENT		
	\$948.44	\$0.00	\$0.00	\$0.00	\$0.00	\$139,993.49	\$710.24

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 5 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
1288 TAFT RD
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
33	1/2/2009	1/2/2009	1/1/2009	\$948.44	PAYMENT		
	\$193.25	\$676.27	\$78.92	\$0.00	\$0.00	\$140,941.93	\$710.24
32	12/1/2008	12/1/2008	12/1/2008	\$948.44	PAYMENT		
	\$192.33	\$677.19	\$78.92	\$0.00	\$0.00	\$141,135.18	\$631.32
31	11/1/2008	11/1/2008	11/1/2008	\$948.44	PAYMENT		
	\$191.41	\$678.11	\$78.92	\$0.00	\$0.00	\$141,327.51	\$552.40
30	10/1/2008	10/1/2008	10/1/2008	\$948.44	PAYMENT		
	\$190.50	\$679.02	\$78.92	\$0.00	\$0.00	\$141,518.92	\$473.48
29	9/2/2008	9/2/2008	9/1/2008	\$948.44	PAYMENT		
	\$189.59	\$679.93	\$78.92	\$0.00	\$0.00	\$141,709.42	\$394.56
28	8/7/2008	8/7/2008		\$-2,439.07	DISBURSEMENT TO MORTGAGOR		
	\$0.00	\$0.00	\$-2,439.07	\$0.00	\$0.00	\$141,899.01	\$315.64
27	8/1/2008	8/1/2008	8/1/2008	\$1,104.80	PAYMENT		
	\$188.68	\$680.84	\$235.28	\$0.00	\$0.00	\$141,899.01	\$2,754.71
26	7/29/2008	7/29/2008	6/1/2009	\$-947.00	FIRE/HOMEOWNER		
	\$0.00	\$0.00	\$-947.00	\$0.00	\$0.00	\$142,087.69	\$2,519.43

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 6 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
1288 TAFT RD
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
25	7/7/2008	7/7/2008	8/1/2008	\$2,748.28	HAZARD INSURANCE REFUND		
	\$0.00	\$0.00	\$2,748.28	\$0.00	\$0.00	\$142,087.69	\$3,466.43
24	7/7/2008	7/7/2008	8/1/2008	\$43.76	HAZARD INSURANCE REFUND		
	\$0.00	\$0.00	\$43.76	\$0.00	\$0.00	\$142,087.69	\$718.15
23	7/1/2008	7/1/2008	7/1/2008	\$1,104.80	PAYMENT		
	\$187.78	\$681.74	\$235.28	\$0.00	\$0.00	\$142,087.69	\$674.39
22	6/24/2008	6/24/2008	6/1/2008	\$-2,748.28	FIRE/HOMEOWNER		
	\$0.00	\$0.00	\$-2,748.28	\$0.00	\$0.00	\$142,275.47	\$439.11
21	6/2/2008	6/2/2008	6/1/2008	\$1,104.80	PAYMENT		
	\$186.89	\$682.63	\$235.28	\$0.00	\$0.00	\$142,275.47	\$3,187.39
20	5/1/2008	5/1/2008	5/1/2008	\$1,104.80	PAYMENT		
	\$186.00	\$683.52	\$235.28	\$0.00	\$0.00	\$142,462.36	\$2,952.11
19	4/1/2008	4/1/2008	4/1/2008	\$1,104.80	PAYMENT		
	\$185.11	\$684.41	\$235.28	\$0.00	\$0.00	\$142,648.36	\$2,716.83
18	3/1/2008	3/1/2008	3/1/2008	\$1,104.80	PAYMENT		
	\$184.23	\$685.29	\$235.28	\$0.00	\$0.00	\$142,833.47	\$2,481.55

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 7 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
1288 TAFT RD
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
17	2/1/2008	2/1/2008	2/1/2008	\$1,104.80	PAYMENT		
	\$183.35	\$686.17	\$235.28	\$0.00	\$0.00	\$143,017.70	\$2,246.27
16	1/2/2008	1/2/2008	1/1/2008	\$1,104.80	PAYMENT		
	\$182.47	\$687.05	\$235.28	\$0.00	\$0.00	\$143,201.05	\$2,010.99

11561-721 WASHINGTON MUTUAL BANK, F.A. LOAN HISTORY Y-T-D INV CO4 CAT 001 INV# 017816815 T13 12/31/05
 LOAN-NO (CONT'D) PAGE 93633

LN# 0690657267 CAROL MANIGAULT EMP 0 POPQ

DUE DATE	PROC DATE	TP	5Q	TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
MPL-ID RN01																
10-15-05 L 75.10 AA																
BATCH 825 EDIT-SEQ 065725																
11-05	11-16	1	72	1	869.52	160.09	147895.29	709.43	.00	.00	2705.00	.00	.00	.00		1
MPL-ID RN01																
11-16-05 L 75.01 AA																
BATCH 826 EDIT-SEQ 163204																
12-05	12-15	1	71	1	869.52	160.86	147734.43	708.66	.00	.00	2705.00	.00	.00	.00		1
12-15-05 L 74.93 AA																
BATCH 6AP EDIT-SEQ 175675																
REQ-BY TOTALS					9,895.86			5,925.29				.00				601.71
Y/E						1,265.57				2,705.00						

OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCURED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
 B=BSC H=FEE-AMT L=PD-TERU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
 C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
 F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
 AA=SZR-FZE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AS=DEFERRED-INT-LTD-PD AP=LIFE-DEFERRED-INT-LTD-PD
 AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECO AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-
 STAMP AR=MTGR-REC-CORP-ADV AS=PRSV-POSTED AT=3RD-REC-CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD

11561-721

WASHINGTON MUTUAL BANK, F.A.

LOAN HISTORY Y-T-D INV C04 CAT C01 INV# 017816915 T13 12/30/06
PAGE 77777

LN# 0690657Z67 CAROL MANIGAULT

1288 TAFT RD

TEANECK

EMP 0 POFO
NJ 076660000 1522

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE DATE	HUD PRT OF M
145,506.51	.00	1803.34	.00	.00	.00	.00	.00	.00	.00 01-01-07	.00 00 0

F & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & S	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT RM
869.52	.00	.00	.00	225.42	.00	.00	.00	.00 0	.00 0	.00 0	.00	1094.93	.0575000	1 8
OVER/SHORT AMT .01-														

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SGN	DEF INT BAL	PRIOR YR	PPD INT	PPD INT IND	GPM ORG
149,000	0	147,734.43	2		460 82 0567	0.00		0.00	0	0

ASSUM-DT	XFER-DEED	FBA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	IE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	FMT-OPT	CALC-METH	ELOC	BNKRFCY	CR/DT

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTS	YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REC STAT/COMPL DT
12		.00						05-05	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				04-35

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
.00	.00			

DUE DATE	PROC DATE	TR	SQ	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
01-06 01-13	1 73	1		4733.74	.00	147734.43	.00	.00	.00	2705.00	.00	.00	.00		1
															4733.74 W
															01-13-06 L
01-06 01-17	1 70	1		.00	.00	147734.43	.00	4733.74	4733.74	2705.00	.00	.00	.00		1
															4733.74-W
															01-13-06 L
01-06 01-17	1 68	2		.00	.00	147734.43	.00	2705.00-	2028.74	.00	.00	.00	.00		1
															2705.00 V
01-06 01-17	1 52	3		.00	.00	147734.43	.00	.00	2028.74	.00	.00	.00	.00		
01-06 02-02	1 32	1		.00	.00	147734.43	.00	.00	2028.74	.00	.00	.00	.00		
01-06 02-02	1 73	2		869.52	161.63	147572.80	707.89	.00	2028.74	.00	.00	.00	.00		
															02-02-06 L
															74.85 AA
02-06 02-14	1 72	1		225.42	.00	147572.80	.00	.00	2028.74	.00	.00	.00	.00		1
															225.42 W
															02-13-06 L
02-06 02-16	1 73	1		1094.94	162.40	147410.40	707.12	225.42	2254.16	.00	.00	.00	.00		1
															02-16-06 L
															74.77 AA
03-06 02-17	1 75	1		.00	225.42	147184.98	.00	.00	2254.16	.00	.00	.00	.00		1

11561-721
LOAN-NO (CONT'D)

WASHINGTON MUTUAL BANK, F.A.

LOAN HISTORY Y-T-D INV C04 CAT 001 INV# 017816815 T13 12/30/06
PAGE 77778

LN# 0690657267 CAROL MANIGAULT

EMP O POPO

DUE DATE	PRCC DATE	TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS DCT	CFD
03-06	03-01	1	71	1	1094.94	164.26	147020.72	705.26	225.42	2479.58	.00	.00	.00	02-16-06 L	1
BATCH 839 EDIT-SEQ 166957															
04-06	04-01	1	71	1	1094.94	165.05	146855.67	704.47	225.42	2705.00	.00	.00	.00	03-01-06 L	1
BATCH 901 EDIT-SEQ 999999															
05-06	05-01	1	71	1	1094.94	165.84	146689.83	703.68	225.42	2930.42	.00	.00	.00	04-01-06 L	1
BATCH 901 EDIT-SEQ 999999															
06-06	06-01	1	71	1	1094.94	166.63	146523.20	702.89	225.42	3155.84	.00	.00	.00	04-01-06 L	1
BATCH 901 EDIT-SEQ 999999															
06-06	06-22	3	S1	1	CHECK #574734				2705.00-	450.84				05-01-06 L	1
07-06	07-01	1	71	1	1094.94	167.43	146355.77	702.09	225.42	676.26	.00	.00	.00	06-01-06 L	1
BATCH 901 EDIT-SEQ 999999															
PAYEE CD 7005E															
08-06	08-01	1	71	1	1094.94	168.23	146187.54	701.29	225.42	901.68	.00	.00	.00	07-01-06 L	1
BATCH 901 EDIT-SEQ 999999															
09-06	09-01	1	71	1	1094.94	169.04	146018.50	700.48	225.42	1127.10	.00	.00	.00	08-01-06 L	1
BATCH 901 EDIT-SEQ 999999															
10-06	10-02	1	71	1	1094.94	169.85	145848.65	699.67	225.42	1352.52	.00	.00	.00	09-01-06 L	1
BATCH 901 EDIT-SEQ 999999															
11-06	11-01	1	71	1	1094.93	170.66	145677.99	698.86	225.41	1577.93	.00	.00	.00	10-02-06 L	1
BATCH 901 EDIT-SEQ 999999															
12-06	12-01	1	71	1	1094.93	171.48	145506.51	698.04	225.41	1803.34	.00	.00	.00	11-01-06 L	1
BATCH 901 EDIT-SEQ 999999															
BATCH 901 EDIT-SEQ 999999															
12-01-06 L															
73.81 AA															
73.81 AA															

I1561-721 WASHINGTON MUTUAL BANK, F.A. LOAN HISTORY Y-T-D INV C04 CAT 001 INV# 017816815 T13 12/30/06
 LOAN-NO (CONT'D) 0690657267 PAGE 77779

REQ-BY TOTALS	17,873.00	8,431.74	.00	3,596.56
Y/S	2,227.92	4,508.34		

OTHER AMOUNT CODES:
 A=FRA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCURED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
 B=ESC H=FEE-AMT L=PD-TRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
 C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
 F=KISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
 AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
 AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-STAMP
 AR=HTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC-CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
 FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER 4=ELOC-FEEY=ADJ YE 1098 IND 5=CHOICES-PD

11561-721

WASHINGTON MUTUAL BANK, F.A.

LOAN HISTORY Y-T-D INV C04 CAT 001 INV# 017816815 T13 12/31/07
PAGE 30598

LN# 0690657267 CAROL MANIGAULT 1288 TAFT RD TEANECK NJ 076660000 EMP 0 POF0

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M			
143,383.52	.00	1775.71	.00	.00	.00	.00	.00	.00	.00	01-01-08	.00	00 0			
P & I 1ST	P&I 2ND	CO TAX	CITY TAX	H&I INS	M I P	LIEN	BSC A & B	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT SM		
869.52	.00	.00	.00	229.36	.00	.00	.00 0	.00 0	.00 0	.00	1104.80	.0575000	1 6		
OVER/SHORT AMT 5.92															
1ST ORIG MTG	2ND ORIG MTG	PRIN BAL	BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR	FPD INT	FPD INT IND	GPM	ORG			
149,000	0	145,506.51	2	460 82	0567		0.00		0.00	0		0			
ASSUM-DT	MPER-DEED	FHA-SEC/NUM	LIP PAYOFF	FC-TRK-SW	YE-ACQ-RPT/DATE	SALE-ID	EXEMPT	PLGD-LN	PMT-OPT	CALC-METH	ELOC	BNKRPCY	CH/DT		
PMT PERIOD	1098-DET-RIST	POINTS-PAID/RPTS	YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REC	STAT/COMPL	DT				
12		.00						05-05							
IOE CREDIT	YTD/W-B	SW/W-B	BALANCE	IOE CREDIT	YTD/W-B	SW/W-B	BALANCE	CONSTR CD	NO PURGE	FLAG/YR	ENKPT	STAT	LAST DEF DUE		
.00	.00	.00	.00	.00	.00	.00	.00						04-35		
REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST	CODE/REINSTATE	DATE	INIT ESC	STMT CODE	/	DATE	LOSS MIT	STATUS/COMPL	DATE				
.00	.00														
DUE DATE	PROC	TP	SQ	AMOUNT	PRINCIPAL	PRINCIPAL	INTEREST	ESCROW	ESCROW	ADVANCE	STATUS	STATUS	UNEARNEED	OTHER	CFD
BAL-FWD	DATE	TR	NO	RECEIVED	PAID	BALANCE	PAID	PAID	BALANCE	BALANCE	AMOUNT	BALANCE	INT-BAL.	AMOUNTS	DCT
01-07	01-02	1	71	1	1094.93	172.30	145334.21	697.22	225.41	2028.75	.00	.00	.00	.00	
															01-02-07 L
															73.72 AA
02-07	02-01	1	71	1	1094.93	173.13	145161.08	696.39	225.41	2254.16	.00	.00	.00	.00	
															02-01-07 L
															73.64 AA
03-07	03-01	1	71	1	1094.93	173.96	144987.12	695.56	225.41	2479.57	.00	.00	.00	.00	
															03-01-07 L
															73.55 AA
04-07	04-02	1	71	1	1094.93	174.79	144812.33	694.73	225.41	2704.98	.00	.00	.00	.00	
															04-02-07 L
															73.46 AA
05-07	05-02	1	71	1	1094.93	175.63	144636.70	693.89	225.41	2930.39	.00	.00	.00	.00	
															05-02-07 L
															73.37 AA
06-07	06-01	1	71	1	1094.94	176.47	144460.23	693.05	225.42	3155.81	.00	.00	.00	.00	
															06-01-07 L
															73.28 AA
06-07	06-22	3	51	1	CHECK #458921			2752.34	403.47		BATCH 901 EDIT-SEQ 999999				
07-07	07-02	1	71	1	1094.94	177.31	144282.92	692.21	225.42	628.89	PAYEE CD 7005E				
															07-02-07 L
															73.19 AA

11561-721
LOAN-NO (CONT'D)

WASHINGTON MUTUAL BANK, F.A.

LOAN HISTORY Y-T-D INV C04 CAT 001 INV# 017816815 T13 12/31/07
PAGE 30599

LN# 0690657267 CAROL MANIGAUULT

EMP 0 POF0

DATE	PROC DATE	TR	SQ	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL	OTHER AMOUNTS	CFD DCT
08-07	08-01	1	71	1	1094.94	178.16	144104.76	691.36	225.42	854.31	.00	.00	.00	.00	08-01-07 L 1 73.10 AA
09-07	09-01	1	71	1	1094.94	179.02	143925.74	690.50	225.42	1079.73	.00	.00	.00	.00	09-01-07 L 1 73.01 AA
10-07	10-01	1	71	1	1094.94	179.88	143745.86	689.64	225.42	1305.15	.00	.00	.00	.00	10-01-07 L 1 72.92 AA
11-07	11-01	1	71	1	1104.80	180.74	143565.12	688.78	235.28	1540.43	.00	.00	.00	.00	11-01-07 L 1 72.83 AA
12-07	12-01	1	71	1	1104.80	181.60	143383.52	687.92	235.28	1775.71	.00	.00	.00	.00	12-01-07 L 1 72.74 AA
REQ-BY TOTALS 13,158.95 8,311.25 .00 878.81															
Y/E 2,122.99 2,724.71															

OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER-INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-ED N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
RA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-REC AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-
STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC-CORP-ADV AY=ADJ YZ 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER \$=ELOC-FEE=ADJ YZ 1098 IND A2=CHOICES-PD

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT

COUNTY OF: CHARLESTON)

STATEMENT OF CREDITOR'S CLAIM

IN THE MATTER OF: THE ESTATE OF)
ANDREW MANIGAULT

) CASE NUMBER: 2010-ES-10-0413

Decedent's Date of Death (if known): 3/5/2010

Decedent's Last Mailing Address: 601 Belle Pointe Drive, Mt. Pleasant, SC 29466

Creditor: Carol Manigault
Address: 1288 Taft Road
Teaneck, NJ 07666
Telephone: (201) 837-3037

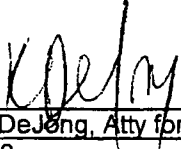
Basis of claim: Equitable Distribution of Property located at Tract 233, Beech Mountain, TMS# 194009250244, recorded in Plat Book 14 at Page 49 in the Register of Deeds in Avery County, North Carolina and Lot B, 5.77 acres located on Hamlin Road and U.S. Highway #17, Christ Church Parish, Charleston County, South Carolina, recorded in Plat Book CK at Page 42.

Amount of claim \$ 875,000.00 (est.) for SC Property
and NC Property-Unknown

Date claim will become due (if not already due): November 17, 2010

Nature of uncertainty as to amount of claim and due date, if any: Inventory/Appraisal filed by PR does not list appraised values.

Description of any security as to claim: Above captioned properties.

Signature: 
Title: Karen M. DeJong, Atty for Creditor Manigault
Date: 11/17/2010

INSTRUCTIONS: Claims must be filed with the Probate Court of this county and delivered or mailed to the Personal Representative appointed to administer the estate (see section 62-3-803, 62-3-804, and 62-3-806 on next page.)

2010-10-9512

FILED
2010 NOV 17 AM 11:30

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

IN THE COURT OF COMMON PLEAS

NOTICE OF FILING
OF FOREIGN JUDGMENT

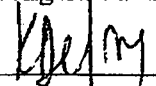
CASE NUMBER: 2010-ES-10-0413

TO: PERSONAL REPRESENTATIVE OF THE ESTATE OF ANDREW MANIGAULT

Pursuant to the provisions of Code of Laws of South Carolina 1976 (as amended), § 15-35-920 *et seq.*, notice is hereby given that the attached foreign judgment on behalf of Carol Manigault has been filed in the Charleston County, South Carolina Clerk of Court's office by its undersigned attorney.

YOU ARE HEREBY SUMMONED that you have THIRTY (30) DAYS from the receipt of this notice to seek relief from the enforcement of the judgment and if the judgment is not satisfied and no relief is sought within that thirty (30) days, the judgment will be enforced in this state in the same manner as a judgment of this State.

DeJong Law Firm, LLC



Karen M. DeJong

1100 Queensborough Blvd., Ste. 101

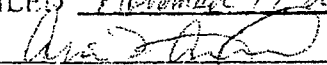
Mt. Pleasant, SC 29464

(843) 216-6161

ATTORNEY FOR THE PLAINTIFF

Charleston, South Carolina

November 15, 2010

FILED November 17, 2010

Judge / Clerk Probate Court
Charleston County

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

IN THE COURT OF COMMON PLEAS

DECLARATION OF FILING
OF FOREIGN JUDGMENT

CASE NUMBER: 2010-ES-10-0413

FILED
2010 NOV 17 AM 11:30
CLERK OF COURT

TO: PERSONAL REPRESENTATIVE OF THE ESTATE OF ANDREW MANIGAULT

On June 25, 2002, Plaintiff, Carol Manigault, obtained a judgment against the above referenced Defendant, Andrew Manigault, in the Superior Court of New Jersey, Chancery Division, Bergen County, wherein the Court awarded the Plaintiff the marital property located at 1288 Taft Road, Teaneck, New Jersey and declared that Defendant would be responsible for the payment of the mortgage on said property. Defendant failed to do so.

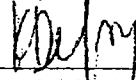
There have been no subsequent entries affecting the judgment. A certified copy of the judgment is attached as Exhibit A and incorporated herein by reference.

This action is brought pursuant to the provisions of the Code of Laws of South Carolina 1976 (as amended), Section 15-35-920 *et seq.* Being the Uniform Enforcement of Foreign Judgments Act.

There is due to Plaintiff from the Defendant under the above described Judgment the sum of \$212,577.00 for unpaid mortgage payments, remaining mortgage balance and refinance costs on the above described property. This Judgment accrues post judgment interest at the legal rate.

Wherefore, Plaintiff prays that the judgment be registered in South Carolina Court of Common Pleas in the County of Charleston.

DeJong Law Firm, LLC



Karen M. DeJong

1100 Queensborough Blvd., Ste. 101

Mt. Pleasant, SC 29464

(843) 216-6161

ATTORNEY FOR THE PLAINTIFF

Charleston, South Carolina

November 15, 2010

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

IN THE COURT OF COMMON PLEAS

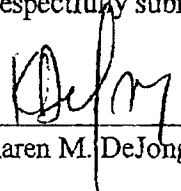
ATTORNEY'S AFFIDAVIT OF FILING
FOREIGN JUDGMENT

CASE NUMBER: 2010-ES10-413

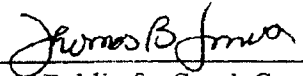
Personally appeared before me, Karen M. DeJong, who, after being duly sworn, states the following:

1. That she is the attorney for the Plaintiff Carol Manigault, the judgment creditor of the Defendant Estate of Andrew Manigault.
2. That the judgment creditor obtained a judgment against the Defendant on June 25, 2002 in the Superior Court of New Jersey, Chancery Division, Bergen County, wherein the Court ordered that Andrew Manigault shall remain responsible for payment of the mortgage of Carol Manigault's residence located at 1288 Taft Road, Teaneck, New Jersey. This Judgment accrues post judgement interest at the legal rate.
3. That the said judgment is final and is unsatisfied in whole or in part.
4. That on information and belief, the judgment is not further contested.

Respectfully submitted,


Karen M. DeJong

Sworn to before me on this
16th day of November, 2010


Notary Public for South Carolina
My commission expires: 3/15/16

FILED

OCT 03 2002

Lorane L. Posner
One Gateway Center, Suite 105
Newark, NJ 07102
(973) 622-4800
Attorney for Defendant

BRIAN R. MARTINOTTI, J.S.C.

Carol Manigault,	) SUPERIOR COURT OF NEW JERSEY
	) CHANCERY DIVISION – FAMILY PART
Plaintiff,	) Bergen County <i>2012</i>
	) Docket No. FM-02-2013-01
vs.	)
	) CIVIL ACTION
Andrew Manigault	)
	)
Defendant.	)
	)

FINAL JUDGMENT OF DIVORCE

2010 NOV 17 AM 11:31
JULIE J. ARMSTRONG
CLERK OF COURT

f

This matter having been heard by the Honorable Brian Martinotti, J.S.C. on the 25th day of June, 2002, Herbert Savoy, Jr., Esq., appearing for the Plaintiff, Carl Manigault and Lorane L. Posner, Esq., appearing for Defendant, Andrew Manigault, and the Court having considered the Complaint filed herein, and the Court having heard and considered Plaintiff's proofs, and it appearing that Plaintiff and Defendant were joined in the bonds of matrimony on the 7th day of August, 1971, the Plaintiff has pleaded and proven a cause of action for divorce under the statute of such case made and provided the action for divorce, arose and the Plaintiff having been a bona fide resident of the State of New Jersey for more than one (1) year, next preceding the commencement of this action, and jurisdiction having been acquired pursuant to the Rules governing the Courts of the State of New Jersey, and for good cause having been shown;

IT IS on this 3 day of October, 2002, by the Superior Court of New Jersey, ~~Essex~~ County, Chancery Division, Family Part;

Bergin

ORDERED and **ADJUDGED**, by virtue of the power and authority of this Court, and the acts of Legislature in such case provided that the Plaintiff, Carol Manigault, and the Defendant, Andrew Manigault, are hereby freed and discharged from the obligations thereof, and that the marriage of the parties is hereby dissolved; and

It is further **ORDERED** that the Agreement as put forth on the record on June 25, 2002 is hereby made a part of this Final Judgment of Divorce and shall not merge with but shall survive this Final Judgment of Divorce with the understanding that the Court makes no findings of fact as to the adequacy and sufficiency of the agreement, however the Court finds that the parties having voluntarily entered into this agreement and therefore are ordered to comply with and carry out the terms of this agreement; and

It is further **ORDERED** that Defendant will deed to Plaintiff, via Bargain and Sale Deed of all of his interest in the marital property located at 1288 Taft Road, Teaneck, New Jersey and in the property located in Hamilton Township, New Jersey and that the Defendant will cooperate fully in the transfer of the Deed by signing all documents prepared by his attorney; and

It is further **ORDERED** that Defendant shall remain responsible for payment of the mortgage of the Teaneck property. Plaintiff will remain responsible for payment of all other costs associated with both properties.

It is further **ORDERED** that Defendant shall have the use of a basement apartment at 1288 Taft Road, Teaneck, New Jersey for no more than four (4) times per year, for five (5) days each visit and that Defendant will notify Plaintiff of his intent to use the basement apartment five (5) days in advance of his proposed stay; and

It is further **ORDERED** that both Plaintiff and Defendant permanently waive any claim to past, present or future rights of alimony that each would have against the other and both parties having agreed that they are able to maintain the lifestyle enjoyed during the marriage absent the imposition of alimony; and

It is further **ORDERED** that final restraints pursuant to Docket No.: FV-02-631-92A are vacated and that mutual civil restraints shall be imposed; and

It is further **ORDERED** that Defendant represents that he owns no other real or personal property and that in the event that he does own such property, it shall be subject to equitable distribution; and

It is further **ORDERED** that Plaintiff shall retain the real property inherited by her in Texas, as well as all retirement benefits in her name; and

It is further **ORDERED** that a copy of this Amended Final Judgment of Divorce be served on Defendant within seven (7) days of the signing thereof.

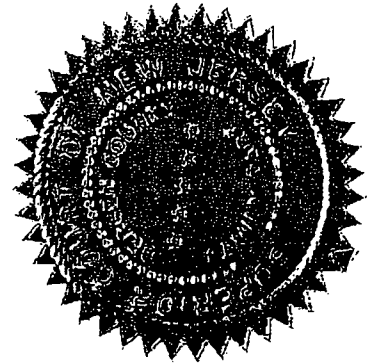
The Plaintiff's Social Security number is 460-82-0567

I hereby certify that the foregoing is a true copy of the original on file in my office.

Luana M. ...
... - ...

Dated:

B. Marinotti
Honorable Brian Marinotti, J.S.C.



2 24-10-9512

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

IN THE COURT OF COMMON PLEAS

NOTICE OF FILING
OF FOREIGN JUDGMENT

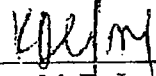
CASE NUMBER: 2010-ES-100433

TO: PERSONAL REPRESENTATIVE OF THE ESTATE OF ANDREW MANIGAULT

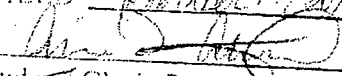
Pursuant to the provisions of Code of Laws of South Carolina 1976 (as amended), § 15-35-920 *et seq.*, notice is hereby given that the attached foreign judgment on behalf of Carol Manigault has been filed in the Charleston County, South Carolina Clerk of Court's office by its undersigned attorney.

YOU ARE HEREBY SUMMONED that you have THIRTY (30) DAYS from the receipt of this notice to seek relief from the enforcement of the judgment and if the judgment is not satisfied and no relief is sought within that thirty (30) days, the judgment will be enforced in this state in the same manner as a judgment of this State.

DeJong Law Firm, LLC


Karen M. DeJong
1100 Queensborough Blvd., Ste. 101
Mt. Pleasant, SC 29464
(843) 216-6161
ATTORNEY FOR THE PLAINTIFF

Charleston, South Carolina
November 15, 2010

FILED November 17, 2010

Judge/Clerk Probate Court
Charleston County

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

10 NOV 17 AM 11:39

IN THE COURT OF COMMON PLEAS

DECLARATION OF FILING
OF FOREIGN JUDGMENT

CASE NUMBER: 2010-ES-10-0413

FILED
2010 NOV 17 AM 11:30
JULIE J. ARMSTRONG
CLERK OF COURT

TO: PERSONAL REPRESENTATIVE OF THE ESTATE OF ANDREW MANIGAULT

On June 25, 2002, Plaintiff, Carol Manigault, obtained a judgment against the above referenced Defendant, Andrew Manigault, in the Superior Court of New Jersey, Chancery Division, Bergen County, wherein the Court ordered that in the event Defendant owned real or personal property, other than 1288 Taft Road, Teaneck, NJ and property located in Hamilton Township, NJ, that said other properties would be subject to equitable distribution. Properties have since been discovered, namely, Tract No. 233, recorded in Plat Book 14 at Page 49 in the Office of the Register of Deeds in Avery County, North Carolina and Lot B, 5.77 acres located on Hamlin Road and U.S. Highway #17, Christ Church Parish, Charleston County, South Carolina, recorded in Plat Book CK at Page 42.

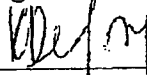
There have been no subsequent entries affecting the judgment. A certified copy of the judgment is attached as Exhibit A and incorporated herein by reference.

This action is brought pursuant to the provisions of the Code of Laws of South Carolina 1976 (as amended), Section 15-35-920 *et seq.* Being the Uniform Enforcement of Foreign Judgments Act.

There is due to Plaintiff from the Defendant under the above described Judgment an equitable distribution of the sale proceeds from these two above described properties. This Judgment accrues post judgment interest at the legal rate.

Wherefore, Plaintiff prays that the judgment be registered in South Carolina Court of
Common Pleas in the County of Charleston.

DeJong Law Firm, LLC



Karen M. DeJong

1100 Queensborough Blvd., Ste. 101

Mt. Pleasant, SC 29464

(843) 216-6161

ATTORNEY FOR THE PLAINTIFF

Mount Pleasant, South Carolina
November 15, 2010

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

IN THE COURT OF COMMON PLEAS

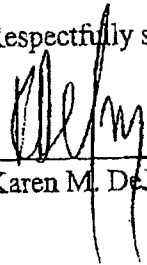
ATTORNEY'S AFFIDAVIT OF FILING
FOREIGN JUDGMENT

CASE NUMBER: 2010-ES-10-0413

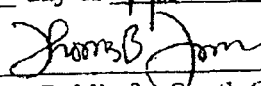
Personally appeared before me, Karen M. DeJong, who, after being duly sworn, states the following:

1. That she is the attorney for the Plaintiff Carol Manigault, a judgment creditor of the Defendant Estate of Andrew Manigault.
2. That the judgment creditor obtained a judgment against the Defendant on June 25, 2002 in the Superior Court of New Jersey, Chancery Division, wherein the Court ordered that in the event Andrew Manigault owned real or personal property, other than 1288 Taft Road, Teaneck, NJ and property located in Hamilton Township, NJ, that said other properties would be subject to equitable distribution.
3. That the said judgment is final and is unsatisfied in whole or in part.
4. That on information and belief, the judgment is not further contested.
5. Debtor's estate has filed probate action in Case No. 2010-ES-10-043 and should more property surface with which Carol Manigault is entitled to, affiant may supplement this Affidavit.

Respectfully submitted,


Karen M. DeJong

Sworn to before me on this
16th day of November, 2010


Notary Public for South Carolina
My commission expires: 3/15/16

FILED

OCT 03 2002

Lorane L. Posner
One Gateway Center, Suite 105
Newark, NJ 07102
(973) 622-4800
Attorney for Defendant

BRIAN R. MARTINOTTI, J.S.C.

Carol Manigault,
Plaintiff,
vs.
Andrew Manigault
Defendant.

) SUPERIOR COURT OF NEW JERSEY
) CHANCERY DIVISION - FAMILY PART
) Bergen County
) Docket No. FM-02-2013-01

CIVIL ACTION

FINAL JUDGMENT OF DIVORCE

2010 NOV 17 AM 11:30
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

This matter having been heard by the Honorable Brian Martinotti, J.S.C. on the 25th day of June, 2002, Herbert Savoy, Jr., Esq., appearing for the Plaintiff, Carl Manigault and Lorane L. Posner, Esq., appearing for Defendant, Andrew Manigault, and the Court having considered the Complaint filed herein, and the Court having heard and considered Plaintiff's proofs, and it appearing that Plaintiff and Defendant were joined in the bonds of matrimony on the 7th day of August, 1971, the Plaintiff has pleaded and proven a cause of action for divorce under the statute of such case made and provided the action for divorce, arose and the Plaintiff having been a bona fide resident of the State of New Jersey for more than one (1) year, next preceding the commencement of this action, and jurisdiction having been acquired pursuant to the Rules governing the Courts of the State of New Jersey, and for good cause having been shown;

IT IS on this 3 day of October, 2002, by the Superior Court of New Jersey, Essex County, Chancery Division, Family Part;

Bergu

ORDERED and **ADJUDGED**, by virtue of the power and authority of this Court, and the acts of Legislature in such case provided that the Plaintiff, Carol Manigault, and the Defendant, Andrew Manigault, are hereby freed and discharged from the obligations thereof, and that the marriage of the parties is hereby dissolved; and

It is further **ORDERED** that the Agreement as put forth on the record on June 25, 2002 is hereby made a part of this Final Judgment of Divorce and shall not merge with but shall survive this Final Judgment of Divorce with the understanding that the Court makes no findings of fact as to the adequacy and sufficiency of the agreement, however the Court finds that the parties having voluntarily entered into this agreement and therefore are ordered to comply with and carry out the terms of this agreement; and

It is further **ORDERED** that Defendant will deed to Plaintiff, via Bargain and Sale Deed of all of his interest in the marital property located at 1288 Taft Road, Teaneck, New Jersey and in the property located in Hamilton Township, New Jersey and that the Defendant will cooperate fully in the transfer of the Deed by signing all documents prepared by his attorney; and

It is further **ORDERED** that Defendant shall remain responsible for payment of the mortgage of the Teaneck property. Plaintiff will remain responsible for payment of all other costs associated with both properties.

It is further ORDERED that Defendant shall have the use of a basement apartment at 1288 Taft Road, Teaneck, New Jersey for no more than four (4) times per year, for five (5) days each visit and that Defendant will notify Plaintiff of his intent to use the basement apartment five (5) days in advance of his proposed stay; and

It is further ORDERED that both Plaintiff and Defendant permanently waive any claim to past, present or future rights of alimony that each would have against the other and both parties having agreed that they are able to maintain the lifestyle enjoyed during the marriage absent the imposition of alimony; and

It is further ORDERED that final restraints pursuant to Docket No.: FV-02-631-92A are vacated and that mutual civil restraints shall be imposed; and

It is further ORDERED that Defendant represents that he owns no other real or personal property and that in the event that he does own such property, it shall be subject to equitable distribution; and

It is further ORDERED that Plaintiff shall retain the real property inherited by her in Texas, as well as all retirement benefits in her name; and

It is further ORDERED that a copy of this Amended Final Judgment of Divorce be served on Defendant within seven (7) days of the signing thereof.

The Plaintiff's Social Security number is ~~460-23-1167~~

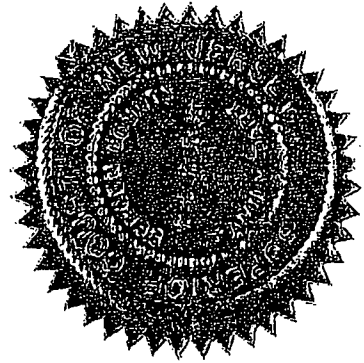
I hereby certify that the foregoing is a true copy of the original on file in my office.

Gianna Mucka
Deputy Manager - Family Port

Dated:

BMA

Honorable Brian Marinotti, J.S.C.



STATE OF SOUTH CAROLINA

COUNTY OF

Carol Manigault

Plaintiff(s)

Estate of
Andrew Manigault

vs.

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2010-CP-10-9512

(Please Print)

Submitted By: Karen DeJong, Esq.

Address: 1100 Queensborough Blvd.

Suite 101
Mt Pleasant, SC 29464

SC Bar #:

Telephone #: 843-216-6161

Fax #: 843-216-1119

Other:

E-mail: dejonglawfirm@gmail.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

☐ Contracts ☐ Constructions (100) ☐ Debt Collection (110) ☐ Employment (120) ☐ General (130) ☐ Breach of Contract (140) ☐ Other (199)	☐ Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) ☐ Previous Notice of Intent Case # 20-CP- ☐ Notice/ File Med Mal (230) ☐ Other (299)	☐ Torts - Personal Injury ☐ Assault/Slander/Libel (300) ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Other (399)	☐ Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☐ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499)
☐ Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599)	☐ Judgments/Settlements ☐ Death Settlement (700) ☒ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Other (799)	☐ Administrative Law/Relief ☐ Reinstate Driver's License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order (850) ☐ Other (899)	☐ Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Commission (990) ☐ Employment Security Comm (991) ☐ Other (999)
☐ Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699)	☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of State Depositions (650) ☐ Motion to Quash Subpoena in an Out-of-County Action (660) ☐ Sexual Predator (510)		

Submitting Party Signature:

J. Manigault

Date:

11-17-2010

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

**Allendale, Anderson, Beaufort, Colleton, Florence, Greenville, Hampton, Horry,
Jasper, Lexington, Pickens (Family Court Only), Richland, Union and York**

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

2010-07-10-9512

FILED
2010 NOV 17 AM 11:30
JULIE J. ARMSTRONG
CLERK OF COURT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

IN THE COURT OF COMMON PLEAS

NOTICE OF FILING
OF FOREIGN JUDGMENT

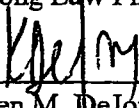
CASE NUMBER: 2010-ES-10-0413

TO: PERSONAL REPRESENTATIVE OF THE ESTATE OF ANDREW MANIGAULT

Pursuant to the provisions of Code of Laws of South Carolina 1976 (as amended), § 15-35-920 *et seq.*, notice is hereby given that the attached foreign judgment on behalf of Carol Manigault has been filed in the Charleston County, South Carolina Clerk of Court's office by its undersigned attorney.

YOU ARE HEREBY SUMMONED that you have THIRTY (30) DAYS from the receipt of this notice to seek relief from the enforcement of the judgment and if the judgment is not satisfied and no relief is sought within that thirty (30) days, the judgment will be enforced in this state in the same manner as a judgment of this State.

DeJong Law Firm, LLC



Karen M. DeJong

1100 Queensborough Blvd., Ste. 101

Mt. Pleasant, SC 29464

(843) 216-6161

ATTORNEY FOR THE PLAINTIFF

Charleston, South Carolina
November 15, 2010

2010-CP-10-9512

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

IN THE COURT OF COMMON PLEAS

DECLARATION OF FILING
OF FOREIGN JUDGMENT

CASE NUMBER: 2010-ES-10-0413

2010 NOV 17 AM 11:29
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

TO: PERSONAL REPRESENTATIVE OF THE ESTATE OF ANDREW MANIGAULT

On June 25, 2002, Plaintiff, Carol Manigault, obtained a judgment against the above referenced Defendant, Andrew Manigault, in the Superior Court of New Jersey, Chancery Division, Bergen County, wherein the Court awarded the Plaintiff the marital property located at 1288 Taft Road, Teaneck, New Jersey and declared that Defendant would be responsible for the payment of the mortgage on said property. Defendant failed to do so.

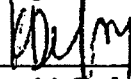
There have been no subsequent entries affecting the judgment. A certified copy of the judgment is attached as Exhibit A and incorporated herein by reference.

This action is brought pursuant to the provisions of the Code of Laws of South Carolina 1976 (as amended), Section 15-35-920 *et seq.* Being the Uniform Enforcement of Foreign Judgments Act.

There is due to Plaintiff from the Defendant under the above described Judgment the sum of \$212,577.00 for unpaid mortgage payments, remaining mortgage balance and refinance costs on the above described property. This Judgment accrues post judgment interest at the legal rate.

Wherefore, Plaintiff prays that the judgment be registered in South Carolina Court of Common Pleas in the County of Charleston.

DeJong Law Firm, LLC



Karen M. DeJong

1100 Queensborough Blvd., Ste. 101

Mt. Pleasant, SC 29464

(843) 216-6161

ATTORNEY FOR THE PLAINTIFF

Charleston, South Carolina
November 16, 2010

2010-CP-10-9512

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

IN THE COURT OF COMMON PLEAS

ATTORNEY'S AFFIDAVIT OF
FOREIGN JUDGMENT

CASE NUMBER: 2010-ES10-413

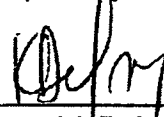
2010 NOV 17 AM 11:29
JULIE J. ASTROFF
CLERK OF COURT

FILED

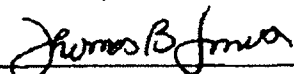
Personally appeared before me, Karen M. DeJong, who, after being duly sworn, states the following:

1. That she is the attorney for the Plaintiff Carol Manigault, the judgment creditor of the Defendant Estate of Andrew Manigault.
2. That the judgment creditor obtained a judgment against the Defendant on June 25, 2002 in the Superior Court of New Jersey, Chancery Division, Bergen County, wherein the Court ordered that Andrew Manigault shall remain responsible for payment of the mortgage of Carol Manigault's residence located at 1288 Taft Road, Teaneck, New Jersey. This Judgment accrues post judgement interest at the legal rate.
3. That the said judgment is final and is unsatisfied in whole or in part.
4. That on information and belief, the judgment is not further contested.

Respectfully submitted,


Karen M. DeJong

Sworn to before me on this
16th day of November, 2010


Notary Public for South Carolina
My commission expires: 3/15/16

FILED

OCT 03 2002

Lorane L. Posner
One Gateway Center, Suite 105
Newark, NJ 07102
(973) 622-4800
Attorney for Defendant

BRIAN R. MARTINOTTI, J.S.C.

Carol Manigault,
Plaintiff,

vs.

Andrew Manigault
Defendant.

) SUPERIOR COURT OF NEW JERSEY
) CHANCERY DIVISION – FAMILY PART
) Bergen County *2012*
) Docket No. FM-02-2013-01

CIVIL ACTION

FINAL JUDGMENT OF DIVORCE

2010 NOV 17 AM 11:31
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

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This matter having been heard by the Honorable Brian Martinotti, J.S.C. on the 25th day of June, 2002, Herbert Savoy, Jr., Esq., appearing for the Plaintiff, Carl Manigault and Lorane L. Posner, Esq., appearing for Defendant, Andrew Manigault, and the Court having considered the Complaint filed herein, and the Court having heard and considered Plaintiff's proofs, and it appearing that Plaintiff and Defendant were joined in the bonds of matrimony on the 7th day of August, 1971, the Plaintiff has pleaded and proven a cause of action for divorce under the statute of such case made and provided the action for divorce, arose and the Plaintiff having been a bona fide resident of the State of New Jersey for more than one (1) year, next preceding the commencement of this action, and jurisdiction having been acquired pursuant to the Rules governing the Courts of the State of New Jersey, and for good cause having been shown;

IT IS on this 3 day of October, 2002, by the Superior Court of New Jersey, ~~Essex~~ County, Chancery Division, Family Part;

Bergen

ORDERED and **ADJUDGED**, by virtue of the power and authority of this Court, and the acts of Legislature in such case provided that the Plaintiff, Carol Manigault, and the Defendant, Andrew Manigault, are hereby freed and discharged from the obligations thereof, and that the marriage of the parties is hereby dissolved; and

It is further **ORDERED** that the Agreement as put forth on the record on June 25, 2002 is hereby made a part of this Final Judgment of Divorce and shall not merge with but shall survive this Final Judgment of Divorce with the understanding that the Court makes no findings of fact as to the adequacy and sufficiency of the agreement, however the Court finds that the parties having voluntarily entered into this agreement and therefore are ordered to comply with and carry out the terms of this agreement; and

It is further **ORDERED** that Defendant will deed to Plaintiff, via Bargain and Sale Deed of all of his interest in the marital property located at 1288 Taft Road, Teaneck, New Jersey and in the property located in Hamilton Township, New Jersey and that the Defendant will cooperate fully in the transfer of the Deed by signing all documents prepared by his attorney; and

It is further **ORDERED** that Defendant shall remain responsible for payment of the mortgage of the Teaneck property. Plaintiff will remain responsible for payment of all other costs associated with both properties.

It is further **ORDERED** that Defendant shall have the use of a basement apartment at 1288 Taft Road, Teaneck, New Jersey for no more than four (4) times per year, for five (5) days each visit and that Defendant will notify Plaintiff of his intent to use the basement apartment five (5) days in advance of his proposed stay; and

It is further **ORDERED** that both Plaintiff and Defendant permanently waive any claim to past, present or future rights of alimony that each would have against the other and both parties having agreed that they are able to maintain the lifestyle enjoyed during the marriage absent the imposition of alimony; and

It is further **ORDERED** that final restraints pursuant to Docket No.: FV-02-631-92A are vacated and that mutual civil restraints shall be imposed; and

It is further **ORDERED** that Defendant represents that he owns no other real or personal property and that in the event that he does own such property, it shall be subject to equitable distribution; and

It is further **ORDERED** that Plaintiff shall retain the real property inherited by her in Texas, as well as all retirement benefits in her name; and

It is further **ORDERED** that a copy of this Amended Final Judgment of Divorce be served on Defendant within seven (7) days of the signing thereof.

The Plaintiff's Social Security number is ~~450-88-9587~~

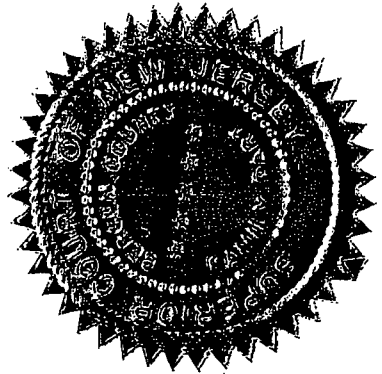
I hereby certify that the foregoing is a true copy of the original on file in my office.

Luana M. ...
Station Manager - Family ...

Dated:

B. Marinotti

Honorable Brian Marinotti, J.S.C.



2010-CP-10-9512

FILED
2010 NOV 17 AM 11:29
JULIE J. ARMSTRONG
CLERK OF COURT
BY

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

IN THE COURT OF COMMON PLEAS

NOTICE OF FILING
OF FOREIGN JUDGMENT

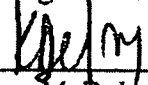
CASE NUMBER: 2010-ES-10-0413

TO: PERSONAL REPRESENTATIVE OF THE ESTATE OF ANDREW MANIGAULT

Pursuant to the provisions of Code of Laws of South Carolina 1976 (as amended), § 15-35-920 *et seq.*, notice is hereby given that the attached foreign judgment on behalf of Carol Manigault has been filed in the Charleston County, South Carolina Clerk of Court's office by its undersigned attorney.

YOU ARE HEREBY SUMMONED that you have THIRTY (30) DAYS from the receipt of this notice to seek relief from the enforcement of the judgment and if the judgment is not satisfied and no relief is sought within that thirty (30) days, the judgment will be enforced in this state in the same manner as a judgment of this State.

DeJong Law Firm, LLC



Karen M. DeJong
1100 Queensborough Blvd., Ste. 101
Mt. Pleasant, SC 29464
(843) 216-6161
ATTORNEY FOR THE PLAINTIFF

Charleston, South Carolina
November 15, 2010

2010-ES-10-0413

FILED
2010 NOV 17 AM 11:30
JULIE J. ARMSTRONG
CLERK OF COURT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

IN THE COURT OF COMMON PLEAS

NOTICE OF FILING
OF FOREIGN JUDGMENT

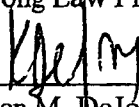
CASE NUMBER: 2010-ES-10-0413

TO: PERSONAL REPRESENTATIVE OF THE ESTATE OF ANDREW MANIGAULT

Pursuant to the provisions of Code of Laws of South Carolina 1976 (as amended), § 15-35-920 *et seq.*, notice is hereby given that the attached foreign judgment on behalf of Carol Manigault has been filed in the Charleston County, South Carolina Clerk of Court's office by its undersigned attorney.

YOU ARE HEREBY SUMMONED that you have THIRTY (30) DAYS from the receipt of this notice to seek relief from the enforcement of the judgment and if the judgment is not satisfied and no relief is sought within that thirty (30) days, the judgment will be enforced in this state in the same manner as a judgment of this State.

DeJong Law Firm, LLC



Karen M. DeJong

1100 Queensborough Blvd., Ste. 101

Mt. Pleasant, SC 29464

(843) 216-6161

ATTORNEY FOR THE PLAINTIFF

Charleston, South Carolina
November 15, 2010

2010-CP-10-9512

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

IN THE COURT OF COMMON PLEAS

DECLARATION OF FILE
OF FOREIGN JUDGMENT

CASE NUMBER: 2010-ES-10-0413

2010 NOV 17 AM 11:30
JUDGE J. M. STRONG
CLERK OF COURT

FILED

TO: PERSONAL REPRESENTATIVE OF THE ESTATE OF ANDREW MANIGAULT

On June 25, 2002, Plaintiff, Carol Manigault, obtained a judgment against the above referenced Defendant, Andrew Manigault, in the Superior Court of New Jersey, Chancery Division, Bergen County, wherein the Court ordered that in the event Defendant owned real or personal property, other than 1288 Taft Road, Teaneck, NJ and property located in Hamilton Township, NJ, that said other properties would be subject to equitable distribution. Properties have since been discovered, namely, Tract No. 233, recorded in Plat Book 14 at Page 49 in the Office of the Register of Deeds in Avery County, North Carolina and Lot B, 5.77 acres located on Hamlin Road and U.S. Highway #17, Christ Church Parish, Charleston County, South Carolina, recorded in Plat Book CK at Page 42.

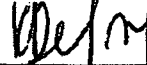
There have been no subsequent entries affecting the judgment. A certified copy of the judgment is attached as Exhibit A and incorporated herein by reference.

This action is brought pursuant to the provisions of the Code of Laws of South Carolina 1976 (as amended), Section 15-35-920 *et seq.* Being the Uniform Enforcement of Foreign Judgments Act.

There is due to Plaintiff from the Defendant under the above described Judgment an equitable distribution of the sale proceeds from these two above described properties. This Judgment accrues post judgment interest at the legal rate.

Wherefore, Plaintiff prays that the judgment be registered in South Carolina Court of
Common Pleas in the County of Charleston.

DeJong Law Firm, LLC



Karen M. DeJong

1100 Queensborough Blvd., Ste. 101

Mt. Pleasant, SC 29464

(843) 216-6161

ATTORNEY FOR THE PLAINTIFF

Mount Pleasant, South Carolina

November 15, 2010

2010-CP-10-9512

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

IN THE COURT OF COMMON PLEAS

ATTORNEY'S AFFIDAVIT OF FILING
FOREIGN JUDGMENT

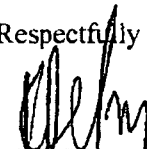
CASE NUMBER: 2010-ES-10-0413

FILED
NOV 7 AM 11:00
CLERK OF COURT
JULIE ARMSTRONG

Personally appeared before me, Karen M. DeJong, who, after being duly sworn, states the following:

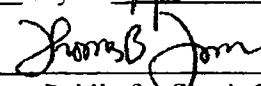
1. That she is the attorney for the Plaintiff Carol Manigault, a judgment creditor of the Defendant Estate of Andrew Manigault.
2. That the judgment creditor obtained a judgment against the Defendant on June 25, 2002 in the Superior Court of New Jersey, Chancery Division, wherein the Court ordered that in the event Andrew Manigault owned real or personal property, other than 1288 Taft Road, Teaneck, NJ and property located in Hamilton Township, NJ, that said other properties would be subject to equitable distribution.
3. That the said judgment is final and is unsatisfied in whole or in part.
4. That on information and belief, the judgment is not further contested.
5. Debtor's estate has filed probate action in Case No. 2010-ES-10-043 and should more property surface with which Carol Manigault is entitled to, affiant may supplement this Affidavit.

Respectfully submitted,



Karen M. DeJong

Sworn to before me on this
16th day of November, 2010



Notary Public for South Carolina
My commission expires: 3/5/16

OCT 03 2002

BRIAN R. MARTINOTTI, J.S.C.

VS.

) SUPERIOR COURT OF NEW JERSEY
) CHANCERY DIVISION – FAMILY PART
) Bergen County
) Docket No. FM-02-2013-01

CIVIL ACTION

FINAL JUDGMENT OF DIVORCE

This matter having been heard by the Honorable Brian Martinotti, J.S.C. on the 25th day of June, 2002, Herbert Savoy, Jr., Esq., appearing for the Plaintiff, Carl Manigault and Lorane L. Posner, Esq., appearing for Defendant, Andrew Manigault, and the Court having considered the Complaint filed herein, and the Court having heard and considered Plaintiff's proofs, and it appearing that Plaintiff and Defendant were joined in the bonds of matrimony on the 7th day of August, 1971, the Plaintiff has pleaded and proven a cause of action for divorce under the statute of such case made and provided the action for divorce, arose and the Plaintiff having been a bona fide resident of the State of New Jersey for more than one (1) year, next preceding the commencement of this action, and jurisdiction having been acquired pursuant to the Rules governing the Courts of the State of New Jersey, and for good cause having been shown;

IT IS on this 3 day of October, 2002, by the Superior Court of New Jersey, ~~Essex~~ Bergen County, Chancery Division, Family Part;

ORDERED and **ADJUDGED**, by virtue of the power and authority of this Court, and the acts of Legislature in such case provided that the Plaintiff, Carol Manigault, and the Defendant, Andrew Manigault, are hereby freed and discharged from the obligations thereof, and that the marriage of the parties is hereby dissolved; and

It is further **ORDERED** that the Agreement as put forth on the record on June 25, 2002 is hereby made a part of this Final Judgment of Divorce and shall not merge with but shall survive this Final Judgment of Divorce with the understanding that the Court makes no findings of fact as to the adequacy and sufficiency of the agreement, however the Court finds that the parties having voluntarily entered into this agreement and therefore are ordered to comply with and carry out the terms of this agreement; and

It is further **ORDERED** that Defendant will deed to Plaintiff, via Bargain and Sale Deed of all of his interest in the marital property located at 1288 Taft Road, Teaneck, New Jersey and in the property located in Hamilton Township, New Jersey and that the Defendant will cooperate fully in the transfer of the Deed by signing all documents prepared by his attorney; and

It is further **ORDERED** that Defendant shall remain responsible for payment of the mortgage of the Teaneck property. Plaintiff will remain responsible for payment of all other costs associated with both properties.

It is further **ORDERED** that Defendant shall have the use of a basement apartment at 1288 Taft Road, Teaneck, New Jersey for no more than four (4) times per year, for five (5) days each visit and that Defendant will notify Plaintiff of his intent to use the basement apartment five (5) days in advance of his proposed stay; and

It is further **ORDERED** that both Plaintiff and Defendant permanently waive any claim to past, present or future rights of alimony that each would have against the other and both parties having agreed that they are able to maintain the lifestyle enjoyed during the marriage absent the imposition of alimony; and

It is further **ORDERED** that final restraints pursuant to Docket No.: FV-02-631-92A are vacated and that mutual civil restraints shall be imposed; and

It is further **ORDERED** that Defendant represents that he owns no other real or personal property and that in the event that he does own such property, it shall be subject to equitable distribution; and

It is further **ORDERED** that Plaintiff shall retain the real property inherited by her in Texas, as well as all retirement benefits in her name; and

It is further **ORDERED** that a copy of this Amended Final Judgment of Divorce be served on Defendant within seven (7) days of the signing thereof.

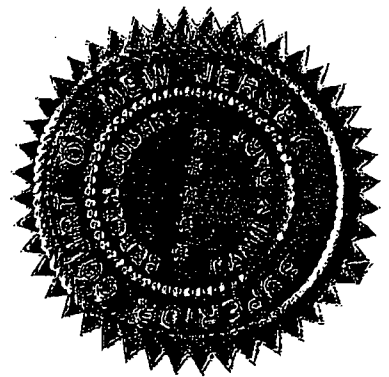
The Plaintiff's Social Security number is ~~400-15-1167~~

I hereby certify that the foregoing is a true copy of the original on file in my office.

Luina Muckel
Division Manager - Family Care

Dated:

BMA
Honorable Brian Marinotti, J.S.C.



STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Carol Manigault,

☐ Plaintiff

v.

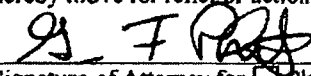
Estate of Andrew Manigault,

☒ Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-10-9512

**MOTION AND ORDER INFORMATION
FORM AND COVER SHEET**

Plaintiff's Attorney: Karen M. DeJong Address: DeJong Law Firm 1100 Queensborough Blvd., Suite 101 Mt. Pleasant, SC 29464 phone: 843-216-6161 fax: 843-216-1119 email:		Defendant's Attorney: Graeme Philp Dana W. Lang Address: Buist Moore Smythe McGee P.A. Post Office Box 999 Charleston, SC 29402 phone: 843-722-3400 fax: 843-723-7398 email: gphilp@buistmoore.com	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: Motion for Relief from Foreign Judgment Estimated Time Needed: 15 Minutes Court Reporter Needed: ☒ YES/ ☐ NO			
SECTION II: Motion Type			
☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.  Signature of Attorney for ☐ Plaintiff/ ☒ Defendant January 7, 2011 Date submitted			
SECTION III: Motion Fee			
☒ PAID - AMOUNT \$25.00 ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ Sexually Violent Predator Act ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: ☐ Other: ☐ State Agency v. Indigent Party ☐ Post-Conviction Relief ☐ Motion for Execution (Rule 69, SCRCP)			
JUDGE'S SECTION			
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:		JUDGE _____ CODE: _____ Date: _____	
CLERK'S VERIFICATION			
Collected by: _____		Date Filed: _____	
☐ MOTION FEE COLLECTED: _____ ☐ CONTESTED - AMOUNT DUE: _____			

FILED

2011 JAN 27 PM 3:08

JULIE J. ARMSTRONG
CLERK OF COURT

BY

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CAROL MANIGAULT

Plaintiff,

v.

ESTATE OF ANDREW MANIGAULT

Defendant.

IN THE COURT OF COMMON PLEAS
CASE NO.: 2010-CP-10-9512

**MOTION FOR RELIEF FROM FOREIGN
JUDGMENT AND NOTICE OF DEFENSES
TO FOREIGN JUDGMENT**

Morris A. Ellison, Personal Representative for the Estate of Andrew Manigault ("Estate" or the "Defendant"), hereby moves for relief from the alleged foreign judgment that is the subject of this action and provides notice of defenses thereto. This Motion for Relief and Notice of Defenses is based on, without limitation, the following grounds:

1. On November 17, 2010, the Plaintiff, Carol Manigault ("Plaintiff"), filed her Notice of Filing of Foreign Judgment, Affidavit of Karen DeJong, and Certified Final Judgment of Divorce (all of the Plaintiff's filings are collectively referred to herein as the "Foreign Judgment"). The Notice of Foreign Judgment was mailed to the Estate, postmarked December 3, 2010, and received by the Estate on December 9, 2010. The Estate denies the allegations in the DeJong affidavit, and affirmatively contests the validity and enforceability of the purported Foreign Judgment under applicable law.

2. The purported Foreign Judgment is an Order of Divorce, the enforcement of which is the exclusive jurisdiction of the Family Court pursuant to the South Carolina Uniform Interstate Family Support Act. S.C. CODE ANN. § 63-17-320 & 3020; see Gardner v. Gardner, 253 S.C. 296, 170 S.E.2d 372 (1969); S.C. CODE ANN. § 63-3-530. In essence, Plaintiff seeks to

have a South Carolina Common Pleas Court enforce a decade-old New Jersey divorce decree. This Court lacks subject matter jurisdiction over this matter and should dismiss this claim.

3. Plaintiff, by her attorney Karen DeJong, filed a creditor's claim in the amount of \$212,577.000 against the Estate on September 15, 2010 with a duplicate copy of the claim filed with the Charleston County Probate Court and a second creditor's claim in the amount of \$875,000 with the Charleston County Probate Court on November 17, 2010. The Charleston County Probate Court has not yet ruled on the whether either claim should be allowed in whole or in part. This matter should therefore be dismissed according to South Carolina Rule of Civil Procedure 12, because "another action is pending between the same parties for the same claim." SCRCP 12(b)8.

4. The purported Foreign Judgment filed by the Plaintiff is an Order of Divorce ordering each party to perform certain acts regarding New Jersey property. The Order of Divorce is not a "foreign judgment" as that term is defined in the Uniform Enforcement of Foreign Judgments Act, Sections 15-35-900, et. seq.

5. No adjudication has been made by a Court of any jurisdiction that either the decedent or the Estate failed to abide by the terms of the Order of Divorce. The Estate disputes it is in default or contempt of the Order of Divorce and demands strict proof thereof and is entitled to a proper adjudication on the merits as to whether the Estate is in default or contempt.

6. Defendant is informed and believes that the Plaintiff has not complied with the requirements of New Jersey law, South Carolina Probate Code, and/or the Uniform Enforcement of Foreign Judgments Act, Sections 15-35-900, et. seq., and this action must be dismissed.

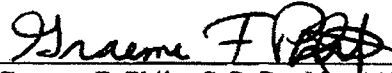
7. The Defendant hereby reserves all rights and remedies relating to the Plaintiff's improper attempt to enforce the purported Foreign Judgment in the State of South Carolina.

8. This motion will be supplemented with affidavits or memoranda of law at a later date.

WHEREFORE, the Defendant asks that this Court dismiss this action and cancel the alleged Foreign Judgment with prejudice, award Defendant his attorney's fees and costs, and grant Defendant such other relief as may be just and proper.

Respectfully submitted,

BUIST MOORE SMYTHE MCGEE P.A.



Graeme F. Philp, S.C. Bar No. 11752
Dana W. Lang, S.C. Bar No. 77546
5 Exchange Street
P.O. Box 999
Charleston, SC 29402
(843) 722-3400
ATTORNEYS FOR DEFENDANT
Estate of Andrew Manigault

January 7th, 2011
Charleston, South Carolina

CERTIFICATE OF SERVICE

This is to certify that on January 7, 2011 a copy of the foregoing *Motion for Relief from Foreign Judgment and Notice of Defenses to Foreign Judgment* was forwarded to the following counsel of record, via U.S. Mail, correct postage prepaid, to:

Karen M. DeJong, Esquire
DeJong Law Firm, LLC
1100 Queensborough Blvd., Suite 101
Mt. Pleasant, SC 29464

BUIST MOORE SMYTHE MCGEE P.A.

Michelle Miller

FILED

2011 JAN -7 PM 3:08

JULIE J. ARMSTRONG
CLERK OF COURT

BY _____

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF: CHARLESTON

NOTICE OF ALLOWANCE/DISALLOWANCE OF CLAIM

IN THE MATTER OF:

ESTATE OF ANDREW MANIGAULT

(Decedent)

16 JAN 12

CASE NUMBER: 2010-ES-10-0413

TO:	Creditor:	CAROL MANIGAULT
	Address:	1288 TAFT ROAD, TEENECK, NJ 07666
	Telephone:	201 837.3037
	Email:	
	Original Creditor:	
	Address (if different from above)	
	Filed Date of Claim:	SEPTEMBER 15, 2010
	Claim Amount:	\$212,577.00
	Account Number:	
	Other Reference Number:	

Allowance of a claim is evidence the Personal Representative accepts the claim as a valid debt of the Decedent's estate.

The undersigned, as the fiduciary(ies), find(s):

☐ the claim is allowed and payment is to be made in full.

Allowance of a claim may not be construed to imply the estate will have sufficient assets with which to pay the claim.

☐ the claim is allowed; however payment cannot be made. Explanation (optional):

☐ the claim is partially allowed in the amount of \$; the balance is disallowed. Explanation (optional):

☒ the claim is disallowed in full. Explanation (optional):

The disallowed claim or the disallowed portion of your claim will be forever barred unless you commence a legal proceeding requiring a Summons, a Petition and a filing fee of \$150.00 for allowance of the claim in accordance with SCPC 62-3-804(2), within thirty (30) days after the mailing or other service of this Notice of Allowance/Disallowance of Claim.

Executed this 18 day of JANUARY, 2016.

Signature:

Print Name: MORRIS A. ELLISON

Address: 5 EXCHANGE STREET

CHARLESTON, SC 29401

Telephone (Work): 843 722.3400

(Home):

(Cell):

Email: MELLISON@WCSR.COM

Attorney: GRAEME F. PHILP

Address: 5 EXCHANGE STREET

CHARLESTON, SC 29401

Telephone: 843 722.3400

Email: GPHILP@WCSR.COM

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF: CHARLESTON

NOTICE OF ALLOWANCE/DISALLOWANCE OF CLAIM

IN THE MATTER OF:
ESTATE OF ANDREW MANIGAULT
(Decedent)

CASE NUMBER: 2010-ES-10-0413

TO:	Creditor:	CAROL MANIGAULT
	Address:	1288 TAFT ROAD, TEENECK, NJ 07666
	Telephone:	201 837.3037
	Email:	
	Original Creditor:	
	Address (if different from above)	
	Filed Date of Claim:	NOVEMBER 2010
	Claim Amount:	\$875,000 (ESTIMATED)
	Account Number:	
	Other Reference Number:	

Allowance of a claim is evidence the Personal Representative accepts the claim as a valid debt of the Decedent's estate.

The undersigned, as the fiduciary(ies), find(s):

☐ the claim is allowed and payment is to be made in full.

Allowance of a claim may not be construed to imply the estate will have sufficient assets with which to pay the claim.

☐ the claim is allowed; however payment cannot be made. Explanation (optional):

☐ the claim is partially allowed in the amount of \$; the balance is disallowed. Explanation (optional)

☒ the claim is disallowed in full. Explanation (optional):

The disallowed claim or the disallowed portion of your claim will be forever barred unless you commence a legal proceeding requiring a Summons, a Petition and a filing fee of \$150.00 for allowance of the claim in accordance with SCPC 62-3-804(2), within thirty (30) days after the mailing or other service of this Notice of Allowance/Disallowance of Claim.

Executed this 18 day of JANUARY, 2016.

Signature:

Print Name: MORRIS A. ELLISON

Address: 5 EXCHANGE STREET
CHARLESTON, SC 29401

Telephone (Work): 843 722.3400

(Home):

(Cell):

Email: MELLISON@WCSR.COM

Attorney: GRAEME F. PHILP

Address: 5 EXCHANGE STREET
CHARLESTON, SC 29401

Telephone: 843 722.3400

Email: GPHILP@WCSR.COM

STATE OF SOUTH CAROLINA
COUNTY OF: CHARLESTON
IN THE MATTER OF:
ESTATE OF ANDREW MANIGAULT
(Decedent)

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2010-ES10-0413

On the 19th day of January, 2016, I mailed or delivered the following document(s):

Notice of Disallowance of Claim

- ☐ A copy of which is attached hereto and incorporated herein, or
☒ The original of which is on file with the Court.

Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery ☐ ordinary first-class mail
☐ certified mail ☐ registered mail
☒ commercial delivery ☐ electronic message (Article 7, Trust matters only)

to each of the following persons at the address shown:

NAME	ADDRESS
Carol Manigault	1288 Taft Road, Teaneck, NJ 07666
Karen M. DeJong	920 Johnnie Dodds Blvd., Ste. 203, Mt. Pleasant, SC 29464

SWORN to before me this 19th day of
January, 2016

Margie K. Uva
Notary Public for South Carolina
My Commission Expires: 8/21/23

Signature: Ester Jo Davis
Print Name: Ester Jo Davis
Address: Womble Carlyle Sandridge & Rice, LLP
5 Exchange St., Charleston, SC 29401
Telephone (Work): (843) 720-4669
(Home): _____
(Cell): _____
E-mail: _____
Relationship to Decedent/Estate: Assistant to Attorney for Estate

WOMBLE
CARLYLE
SANDRIDGE
& RICE
A LIMITED LIABILITY
PARTNERSHIP



5 Exchange Street
Charleston, SC 29401

Mailing Address:
Post Office Box 999
Charleston, SC 29402
Telephone: (843) 722-3400
Fax: (843) 723-7398
www.wcsr.com

JO DAVIS
LEGAL ASSISTANT
E-Mail: esdavis@wcsr.com
DIRECT DIAL: 843-720-4669

January 19, 2016

Charleston County Probate Court
84 Broad Street, Third Floor
Charleston, SC 29401

Re: Estate of Andrew Manigault
Case No. 2010-ES10-00413
Our File No. 70387.0019.0

16 JAN 20 11:11:19
CLERK OF COURT
CLERK OF COURT

Dear Sir or Madam:

Please file the enclosed Proof of Delivery in the captioned Estate and return my stamped copy in the envelope provided.

Do not hesitate to call if you have any questions. Thank you for your assistance with this matter.

Sincerely,

WOMBLE CARLYLE SANDRIDGE & RICE, LLP

Jo Davis
Assistant to Graeme F. Philp

jd/
Enclosures

STATE OF SOUTH CAROLINA,)
)
COUNTY OF CHARLESTON)
)
CAROL MANIGAULT)
)
Petitioner,)
)
vs.)
)
MORRIS ELLISON, ESQ., as Personal)
Representative of the Estate of Andrew)
Manigault,)
Respondent(s).)

IN THE PROBATE COURT

SUMMONS

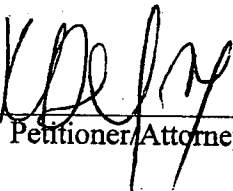
CASE NO. 2010-ES-10-0413

TO THE RESPONDENT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Petition herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to this Petition upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Petition, judgment by default will be rendered against you for the relief demanded in the Petition.

Mount Pleasant, South Carolina

Dated: February 18, 2016



Petitioner/Attorney for Petitioner

Address: DeJong Law Firm, LLC
940 Johnnie Dodds Blvd., Ste. 203
Mt. Pleasant, SC 29464
Tel. 843-216-6161

FILED
16 FEB 19 AM 11:50
PROBATE COURT
CHARLESTON COUNTY

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF CHARLESTON

IN THE MATTER OF:

THE ESTATE OF ANDREW MANIGAULT
(Decedent)

CASE NUMBER: 2010-ES-10-0413

CAROL MANIGAULT

***PETITION FOR
ALLOWANCE OF CREDITOR CLAIM**

Petitioner(s)

vs.

MORRIS ELLISON, Personal Representative
of the Estate of Andrew Manigault,

Respondent(s)

FILED
16 FEB 19 AM 10:29
PROBATE COURT
CHARLESTON COUNTY

The undersigned petitions the Court to allow the following claims against the Estate in the amounts set forth below:

Creditor Name and Address	Amount of Claim
Carol Manigault, 1288 Taft Road, Teaneck, NJ 07666	\$875,000.00 (est.)
Carol Manigault, 1288 Taft Road, Teaneck, NJ 07666	\$212,577.00

In support of this Petition, Petitioner incorporates the claim(s) referenced above as presented to the Court and alleges that each claim is valid and (i) was presented within the period for the presentation of claims as provided by law and/or (ii) any claim not yet presented is attached to this Petition and made a part hereof and is being presented within the period for the presentation of claim(s) as provided by law.

(Other:)

Executed this 18th day of February, 2016.

Signature: Carol Manigault
Print Name: Carol Manigault
Address: 1288 Taft Road
Teaneck, NJ 07666
Telephone (Work): (201) 407-0147
(Home): _____
(Cell): _____
Email: _____

Attorney: Karen DeJong, Esq.
Address: 940 Johnnie Dodds Boulevard Suite 203
Mount Pleasant, SC 29464
Telephone: (843) 216-6161
Email: karen@dejonglawfirm.com

FILED
16 FEB 19 AM 11:49
PROBATE COURT
CHARLESTON COUNTY

***NOTE: THIS IS A FORMAL PROCEEDING. IN ADDITION TO A PETITION, YOU MUST ALSO FILE
A SUMMONS (FORM SCCA 401PC) AND PAY THE STATUTORY FILING FEE OF \$150.00.
A HEARING IN THE PROBATE COURT ON THE PETITION MAY BE REQUIRED.**

ORDER

On the basis of the foregoing Petition and after hearing, the Court finds the aforesaid claim(s) is/are:

THEREFORE, IT IS HEREBY ORDERED that the following be in the amounts set forth below:

Creditor Name and Address

Amount of Claim

Executed this day of , 20 .

Probate Court Judge

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF: CHARLESTON

IN THE MATTER OF:
ESTATE OF ANDREW MANIGAULT
(Decedent)

NOTICE OF ALLOWANCE/DISALLOWANCE OF CLAIM

16 JAN 19 PM 1:45
CASE NUMBER: 2010-ES-10-0413

PROBATE COURT
CHARLESTON COUNTY

TO:	Creditor:	CAROL MANIGAULT
	Address:	1288 TAFT ROAD, TEENECK, NJ 07666
	Telephone:	201 837.3037
	Email:	
	Original Creditor:	
	Address (if different from above)	
	Filed Date of Claim:	NOVEMBER 2010
	Claim Amount:	\$875,000 (ESTIMATED)
	Account Number:	
	Other Reference Number:	

Allowance of a claim is evidence the Personal Representative accepts the claim as a valid debt of the Decedent's estate.

The undersigned, as the fiduciary(ies), find(s):

☐ the claim is allowed and payment is to be made in full.

Allowance of a claim may not be construed to imply the estate will have sufficient assets with which to pay the claim.

☐ the claim is allowed; however payment cannot be made. Explanation (optional):

☐ the claim is partially allowed in the amount of \$; the balance is disallowed. Explanation (optional)

☒ the claim is disallowed in full. Explanation (optional):

The disallowed claim or the disallowed portion of your claim will be forever barred unless you commence a legal proceeding requiring a Summons, a Petition and a filing fee of \$150.00 for allowance of the claim in accordance with SCPC 62-3-804(2), within thirty (30) days after the mailing or other service of this Notice of Allowance/Disallowance of Claim.

Executed this 18 day of JANUARY, 2016.

Signature: M A Ellison
Print Name: MORRIS A. ELLISON
Address: 5 EXCHANGE STREET
CHARLESTON, SC 29401
Telephone (Work): 843 722.3400
(Home): _____
(Cell): _____
Email: MELLISON@WCSR.COM

Attorney: GRAEME F. PHILP
Address: 5 EXCHANGE STREET
CHARLESTON, SC 29401
Telephone: 843 722.3400
Email: GPHILP@WCSR.COM

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF: CHARLESTON

NOTICE OF ALLOWANCE/DISALLOWANCE OF CLAIM

IN THE MATTER OF:

ESTATE OF ANDREW MANIGAULT
(Decedent)

16 JAN 19 PM 143 CASE NUMBER: 2010-ES-10-0413

TO:	Creditor:	CAROL MANIGAULT
	Address:	1288 TAFT ROAD, TEENECK, NJ 07666
	Telephone:	201 837.3037
	Email:	
	Original Creditor:	
	Address (if different from above)	
	Filed Date of Claim:	SEPTEMBER 15, 2010
	Claim Amount:	\$212,577.00
	Account Number:	
	Other Reference Number:	

Allowance of a claim is evidence the Personal Representative accepts the claim as a valid debt of the Decedent's estate.

The undersigned, as the fiduciary(ies), find(s):

☐ the claim is allowed and payment is to be made in full.

Allowance of a claim may not be construed to imply the estate will have sufficient assets with which to pay the claim.

☐ the claim is allowed; however payment cannot be made. Explanation (optional):

☐ the claim is partially allowed in the amount of \$; the balance is disallowed. Explanation (optional)

☒ the claim is disallowed in full. Explanation (optional):

The disallowed claim or the disallowed portion of your claim will be forever barred unless you commence a legal proceeding requiring a Summons, a Petition and a filing fee of \$150.00 for allowance of the claim in accordance with SCPC 62-3-804(2), within thirty (30) days after the mailing or other service of this Notice of Allowance/Disallowance of Claim.

Executed this 18 day of JANUARY, 2016.

Signature: M. A. Ellison
Print Name: MORRIS A. ELLISON
Address: 5 EXCHANGE STREET
CHARLESTON, SC 29401
Telephone (Work): 843 722.3400
(Home): _____
(Cell): _____
Email: MELLISON@WCSR.COM

Attorney: GRAEME F. PHILP
Address: 5 EXCHANGE STREET
CHARLESTON, SC 29401
Telephone: 843 722.3400
Email: GPHILP@WCSR.COM

Charleston County Probate Court
Irvin G. Condon, Judge of Probate
84 Broad Street
Charleston, SC 29401
843-958-5030
www.charlestoncounty.org

Receipt Number
300635
Date
02/19/2016
User ID
TLESHIA

Case Number
2010ES1000413

Case Name
ANDREW MANIGAULT

Paid By:
DEJONG LAW FIRM, LLC

Items
PETITION FOR HEARING

Paid
\$150.00

Total Paid: \$150.00

PaymentType: CHECK

Check #: 9014

MEMO:

3/18/16

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CAROL MANIGAULT,

Petitioner,

v.

MORRIS ELLISON, ESQ., as
Personal Representative of the
Estate of Andrew Manigault,

Respondent.

IN THE PROBATE COURT
2010-ES-10-413

ANSWER TO PETITION FOR
CREDITOR CLAIM

Morris Ellison, as the Personal Representative of the Estate of Andrew Manigault (the "**Respondent**"), hereby answers the Petition for Allowance of Creditor Claim filed with the Charleston County Probate Court (the "**Petition**") by Carol Manigault (the "**Petitioner**") as follows:

1. Respondent denies all allegations set forth in the Petition unless otherwise admitted herein.

2. Respondent sent a Notice of Disallowance of Creditor Claim (including a warning that the claim would be barred unless claimant commenced a proceeding for allowance of the claim in accordance with South Carolina Code Section 62-3-804(2) within thirty (30) days of the mailing or other service of the notice of disallowance) on January 19, 2016 to the Respondent via Federal Express which was delivered on January 25, 2016 and to Respondent's attorney, Karen M. DeJong, which was delivered on January 20, 2016.

3. The Proof of Delivery of the Notice of Disallowance of Creditor Claim was filed with the Charleston County Probate Court on January 19, 2016 along with the Notice of Disallowance of Creditor Claim.

4. South Carolina Code § 62-3-806(a) states, in pertinent part, that any disallowed claim is barred unless the claimant commences a proceeding for allowance of the claim in accordance with South Carolina Code § 62-3-804(2) not later than thirty (30) days after mailing or other service of the notice of the disallowance by the personal representative.

5. South Carolina Code § 62-3-804(2) states, in pertinent part, that subject to South Carolina Code § 62-3-804(5), a legal proceeding for the allowance of a creditor claim must be commenced by “the filing of a summons and complaint for allowance of claim” . . . “and serving the same upon the personal representative.”

6. South Carolina Code § 62-3-804(5) states, in pertinent part:

Notwithstanding any other provision of this section, no proceeding for enforcement or allowance of a claim or collection of a debt may be commenced more than thirty days after the personal representative has mailed a notice of disallowance or partial disallowance of the claim in accordance with the provisions of Section 62-3-806.

7. South Carolina Code § 62-3-1305 states, in pertinent part, that a summons and petition for allowance of claim must be served in the same manner as summons and complaints are served in civil actions in the circuit courts.

8. South Carolina Rule of Civil Procedure 4(d)(1) governs service of process with respect to a summons and complaint on an individual and states, in pertinent part that Service shall be made as follows:

Upon an individual other than a minor under the age of 14 years or an incompetent person, by delivering a copy of the summons and complaint *to him personally* (Emphasis added) or by leaving copies thereof at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, or by delivering a copy to an agent authorized by appointment or law to receive service of process.

9. As of March 17, 2016, neither Respondent, Respondent’s attorney, Graeme F. Philp, or any person authorized by appointment or law to receive service of process on behalf of

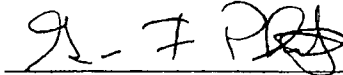
Respondent has been served in accordance with South Carolina Rule of Civil Procedure 4(d)(1) with Petitioner's summons and complaint for allowance of creditor claim.

10. As Respondent was not timely or properly served with a summons and complaint for allowance of claim, the Petitioner's creditor claims are barred as a matter of South Carolina statute and other applicable law. Accordingly, the Petitioner's allegations are denied.

11. Alternately, responding to Petitioner's claims in the amount of \$212,577.00 and \$675,000.00, Respondent denies that Petitioner had any enforceable basis for either claim against Andrew Manigault at the time of his death. Accordingly, these allegations are denied.

WHEREFORE, the Respondent prays the Petition be denied and for such other and further relief as the Court may deem just and proper.

WOMBLE CARLYLE SANDRIDGE & RICE, LLP



Graeme F. Philp, Esq. (S.C. Bar #11752)

Womble Carlyle Sandridge & Rice, LLP

5 Exchange Street

PO Box 999

Charleston, SC 29402

(843) 722-3400

*Counsel for Respondent - The
Estate of Andrew Manigault*

Charleston, South Carolina
March 18, 2016

I. THE CAROL MANIGAULT CREDITOR CLAIMS ARE STATUTORILY BARRED AS A MATTER OF LAW UNDER S.C. CODE ANN. §§ 62-3-806(1) AND 62-3-804(5) FOR FAILURE TO SERVE HER SUMMONS AND PETITION FOR ALLOWANCE OF CLAIM WITHIN THE STATUTORY THIRTY (30) DAY TIME PERIOD.

Decedent Andrew Manigault (the "**Decedent**") and his ex-wife Carol Manigault were divorced pursuant to an October 3, 2002 Final Judgment of Divorce issued by the Superior Court of New Jersey (the "**Divorce Decree**"). The Decedent died on March 5, 2010. Under the provisions of the Decedent's estate plan, Carol Manigault is to receive approximately one-half (1/2) of the Decedent's assets (separate and apart from her creditor claims addressed herein) after payment of administrative expenses and creditors.

Carol Manigault filed and served a Statement of Creditor's Claim on September 15, 2010, claiming \$212,577.00 for mortgage and refinance expenses in connection with the Divorce Decree. On November 17, 2010, Carol Manigault filed and served a second Statement of Creditor's Claim, seeking an estimated \$875,000.00 "for SC Property and NC Property-Unknown," noting as the basis of claim:

"Equitable Distribution of Property located at Tract 233, Beech Mountain, TMS# 194009250244, recorded in Plat Book 14 at Page 49 in the Register of Deeds in Avery County, North Carolina and Lot B, 5.77 acres located on Hamlin Road and U.S. Highway #17, Christ Church Parish, Charleston County, South Carolina, recorded in Plat Book CK at Page 42."

Copies of the Statements of Creditor's Claims and associated documentation are attached hereto, as **Exhibit "A."**

On January 19, 2016, the Personal Representative filed and served two Form #372ES Notices of Disallowance of Claims on Carol Manigault and her attorney Karen M. DeJong, Esq. by Federal Express (delivered to Carol Manigault on January 25, 2016, and delivered to her

counsel Karen DeJong on January 20, 2016). The Notices of Disallowance of Claims included the following warning:

“The disallowed claim or the disallowed portion of your claim will be forever barred unless you commence a legal proceeding requiring a Summons, a Petition and a filing fee of \$150.00 for allowance of the claim in accordance with SCPC 62-3-804(2), within thirty (30) days after the mailing or other service of this Notice of Allowance/Disallowance of Claim.”

The Personal Representative’s Proof of Delivery for the Notices of Disallowance of Creditor Claims was filed with the Charleston County Probate Court on January 19, 2016, along with a copy of said Notice of Disallowance. Copies of the Notice of Disallowance and Proof of Delivery are attached hereto as Exhibit “B.” Carol Manigault’s thirty (30) day statutory deadline for filing and service of her Summons and Petition for Allowance of Claim was February 19, 2016.

S.C. Code Ann. § 62-3-804(2) states, in pertinent part:

“Subject to subsection (5), once a claim is presented in accordance with subsection (1), a claimant may at any time thereafter commence a legal proceeding against the personal representative by the filing of a summons and petition for allowance of claim or complaint in any court where the personal representative may be subjected to jurisdiction, seeking payment of the claim by the decedent’s estate, and serving the same upon the personal representative. (Emphasis added).

S.C. Code Ann. § 62-3-806(a) states, in pertinent part:

“Every claim which is disallowed in whole or in part by the personal representative is barred so far as not allowed unless the claimant commences a proceeding for allowance of the claim in accordance with Section 62-3-804(2) not later than thirty days after the mailing or other service of the notice of disallowance or partial disallowance by the personal representative.” (Emphasis added).

S.C. Code Ann. Section 62-3-804(5) states, in pertinent part:

“Notwithstanding any other provision of this section, no proceeding for enforcement or allowance of a claim or collection of a debt may be commenced more than thirty days after the personal representative has mailed a notice of

disallowance or partial disallowance of the claim in accordance with the provisions of Section 62-3-806.”
(Emphasis added).

Carol Manigault’s Petition for Allowance of Claim was filed with the Probate Court on February 10, 2016; her Summons associated with that Petition was filed with the Court on February 19, 2016. Copies of those pleadings are attached hereto as Exhibit “C.” As detailed in Section II below, no proper service of process was made on the Personal Representative prior to the thirty (30) day statutory deadline. Therefore, Carol Manigault’s claims are time-barred as a matter of law, and the Personal Representative is entitled to summary judgment.

II. THE CAROL MANIGAULT CREDITOR CLAIMS ARE BARRED AS A MATTER OF LAW FOR LACK OF SERVICE OF PROCESS.

S.C. Code Ann. § 62-3-1305 states, in pertinent part:

“To such summons a copy of the petition must be attached and copies of the summons and petition served on the personal representative (if not the petitioner), the heirs at law of the decedent (if the decedent died intestate or the time to challenge a will admitted to probate has not expired), the devisees under the decedent’s will (if any), any person who has properly presented a claim against the estate which remains unresolved, any interested person affected by the proceeding, and any other interested person as required by the court in its discretion, in like manner as summonses and complaints are served in civil actions in the circuit courts.”

South Carolina Rule of Civil Procedure 4(d) governs service of process of a summons and complaint on an individual. SCRPC 4(d)(1) states, in pertinent part:

Upon an individual other than a minor under the age of 14 years or an incompetent person, by delivering a copy of the summons and complaint to him personally or by leaving copies thereof at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, or by delivering a copy to an agent authorized by appointment or by law to receive service of process.

To date, neither the Personal Representative nor his attorney, Graeme F. Philp, or any person authorized by appointment or by law to receive service of process on the Personal

Representative's behalf, has been properly served in accordance with SCRCF 4(d)(1) with Carol Manigault's Summons and Petition for Allowance of Claim. Physical delivery of the Summons and Petition was never made to the Personal Representative or to Graeme Philp as his counsel. Claimant's attempted service of the Summons and Petition on February 19, 2016 was ineffective under SCRCF 4(d)(1) in so far as two unposted, unaddressed handwritten envelopes were left by an unidentified person with a receptionist who did not constitute an agent authorized by appointment or by law to accept such service of process. Claimant's counsel did not use any other acceptable form of service of process during the thirty (30) day time period set by S.C. Code Ann. Sections 62-3-806(a) and 62-3-804(5). Neither the Personal Representative nor his counsel has accepted service. No credible Proof of Delivery or Affidavit of Process Server has been provided to the Personal Representative. Inquiries and August 4, 2016 Interrogatories and Requests for Production directed to Ms. Manigault's counsel Karen DeJong have been completely disregarded and ignored (despite an extension of time granted at her request). Copies of the Estate's communications with Carol Manigault's counsel Karen M. DeJong and correspondence, Interrogatories and Requests for Production served on Ms. DeJong, and reminder letter (overdue Carol Manigault discovery responses) sent to Karen DeJong are attached hereto, as Exhibit "D."

Carol Manigault failed to properly "commence" the proceeding at all under SCRCF 4, and she failed to commence the proceeding within the required thirty (30) day period of time required by S.C. Code Ann. §§ 62-3-806(a) and 62-3-804(5). Therefore, all claims of Carol Manigault are barred as a matter of law, the Personal Representative is entitled to summary judgment as a matter of law, and Carol Manigault's claims as a creditor (but not as a beneficiary)

must be dismissed with prejudice. Further, Carol Manigault never domesticated the New Jersey Divorce Decree or otherwise properly presented it to the Court for consideration.

III. S.C. CODE ANN. § 15-3-530(1) CLAIMS BAR

The amounts claimed by Carol Manigault pursuant to her 2002 New Jersey divorce decree with the Decedent were due more than three (3) years prior to the Decedent's death, and are therefore barred by S.C. Code Ann. §15-3-530(1), the three (3) year statute of limitations for enforcing contractual claims not under seal at the time of the Decedent's death. The 2002 Divorce decree required Andrew Manigault to make mortgage payments. Carol Manigault had contemporaneous knowledge that such payments were not being made (evidenced in her Statement of Creditor's Claim allegation that mortgage payments were made on Decedent's behalf and a refinance occurred due to his default on the mortgage); yet she failed to promptly protect and enforce her rights in New Jersey during Decedent's lifetime. Despite her knowledge of Decedent's alleged failure to comply with the terms of the Divorce Decree, Carol Manigault allowed approximately eight (8) years and the Decedent's death to occur before pursuing her creditor's claim in South Carolina. The Personal Representative is entitled to summary judgment as a matter of law, and the Carol Manigault creditor claims must be dismissed.

IV. SUMMARY JUDGMENT STANDARD

Summary judgment is appropriate when no genuine issue of material fact exists. South Carolina Rule of Civil Procedure 56. Summary judgment must be entered in favor of a party who shows there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Baughman v. American Tel. & Tel. Co., 306 S.C. 101, 410 S.E.2d 537 (1991); Café Assoc. Ltd. v. Gerngross, 305 S.C. 6, 406 S.E.2d 162 (1991). A party responding to a properly supported motion for summary judgment may not rest on the mere

allegations or denials in its own pleading. SCRCP 56(e). Instead, the response must set forth specific facts, admissible in evidence, showing there is a genuine issue for trial; if he does not so respond, summary judgment should be awarded against him. SCRCP 56(e); *see, Moody v. McLellan*, 295 S.C. 157, 367 S.E.2d 449 (1988).

If a plaintiff fails to establish a genuine issue of fact as to any essential element to the cause of action, the existence of factual issues relating to other elements becomes immaterial and therefore subject to summary judgment. *Fender & Latham, Inc. v. First Union Nat'l Bank of S.C.*, 316 S.C. 48, 446 S.E.2d 448 (1995). A litigant cannot create a genuine issue of material fact through mere speculation or the building of one inference upon another. *Beale v. Hardy*, 769 F.2d 213, 214 (4th Cir. 1985). The existence of a mere scintilla of evidence in support of the non-moving party's position is insufficient to overcome a motion for summary judgment. *Id.* Summary judgment is designed to save valuable trial time and thus assist in securing speedy and inexpensive justice. *Royster Co. v. Eastern Distribution, Inc.*, 301 S.C. 18, 389 S.E.2d 863 (1990). In determining whether any triable issues of fact exist, the evidence and all reasonable inferences therefrom must be viewed in the light most favorable to the party opposing summary judgment. *Hancock v. Mid-South Mgmt. Co., Inc.*, 381 S.C. 326, 673 S.E.2d 801 (2009). A motion for summary judgment can be used to raise the defense of the statute of limitations. *McDonnell v. Consolidated School District of Aiken*, 315 S.C. 487, 489, 445 S.E.2d 638 (1994).

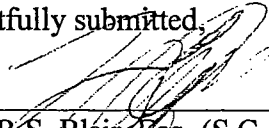
V. CONCLUSION

Based on the reasons set forth above, the above-referenced Carol Manigault creditor claims are barred and must be dismissed, and the Personal Representative is entitled to summary judgment as a matter of law.

WHEREFORE, the Estate of Andrew Manigault, by and through its Personal Representative, is entitled to summary judgment as a matter of law as to all Carol Manigault creditor claims. Accordingly, the Personal Representative respectfully requests an Order granting summary judgment and dismissal with prejudice as to all Carol Manigault creditor claims, in order to facilitate the Personal Representative's proper disposition of all claims and proper estate administration; and requests such other and further relief as the Court may deem just and proper.

This Motion may be supported by such Memoranda, Affidavits and other relevant materials as may hereinafter be filed.

Respectfully submitted,



Laurel R.S. Blair, Esq. (S.C. Bar #66338)
Graeme F. Philp, Esq. (S.C. Bar #11752)
WOMBLE CARLYLE SANDRIDGE & RICE LLP
5 Exchange Street
Charleston, SC 29401
Telephone: (843) 722-3400
gphilp@wcsr.com
lblair@wcsr.com

Counsel for the Estate of Andrew Manigault
Morris A. Ellison, Esq. as Personal Representative

Date: 11/18/16

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

FILED
PROBATE COURT

10 SEP 15 PM 2:29

IN THE MATTER OF: THE ESTATE OF
ANDREW MANIGAULT

PROBATE COURT
CHARLESTON COUNTY

CASE NO. 2010-ES-10-0413

Decedent's Date of Death: 3/5/2010

Decedent's Last Mailing Address: 601 Belle Point Drive
Mt. Pleasant, SC 29466

STATEMENT OF CREDITOR'S CLAIM

Creditor: Carol Manigault

Address: 1288 Taft Road, Teaneck, NJ 07666-2827

Phone No. 201-837-3037

Basis of Claim: Chase Home Finance (formerly Washington Mutual Bank) Mortgage Payments made on behalf of Andrew Manigault (\$65,464.70), Refinance Closing Costs (because of Mr. Manigault's default on mortgage) (\$9600.93) and Remaining Mortgage Balance (\$137,511.37)

Property Address: 1288 Taft Road, Teaneck, NJ 07666-2827

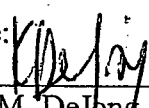
Amount of Claim: \$212,577.00

Date Claim will become due (if not already due): August 31, 2010

Nature of uncertainty as to amount of claim and due date, if any: N/A

Description of any security as to claim: None.

Date: August 31, 2010

Signature: 

Karen M. DeJong

DeJong Law Firm, LLC

1100 Queensborough Blvd., Ste. 101

Mt. Pleasant, SC 29464

(843) 216-6161

dejonglawfirm@gmail.com

Attorney for Creditor Manigault

WOMBLE
CARLYLE
SANDRIDGE
& RICE
A LIMITED LIABILITY
PARTNERSHIP



5 Exchange Street
Charleston, SC 29401

Mailing Address:
Post Office Box 999
Charleston, SC 29402
Telephone: (843) 722-3400
Fax: (843) 723-7398
www.wcsr.com

GRAEME F. PHILP
ATTORNEY AT LAW
E-Mail: gphilp@wcsr.com
DIRECT DIAL: 843-720-4642

January 19, 2016

By Federal Express

Ms. Carol Manigault
1288 Taft Road
Teaneck, NJ 07666

RE: Estate of Andrew Manigault

Dear Ms. Manigault:

Please find enclosed Notices of Disallowance of Claim. Based on the information available to the Personal Representative of the Estate, the Personal Representative is denying your claims in full.

Very truly yours,

WOMBLE CARLYLE SANDRIDGE & RICE, LLP

Graeme F. Philp

GFP/ejd
Enclosures

cc: Karen M. DeJong, Esq. (By Federal Express)
940 Johnnie Dodds Blvd., Suite 203
Mt. Pleasant, SC 29464

Exhibit

B

109

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF: CHARLESTON

NOTICE OF ALLOWANCE/DISALLOWANCE OF CLAIM

IN THE MATTER OF:
ESTATE OF ANDREW MANIGAULT
(Decedent)

CASE NUMBER: 2010-ES-10-0413

TO:	Creditor:	CAROL MANIGAULT
	Address:	1288 TAFT ROAD, TEENECK, NJ 07666
	Telephone:	201 837.3037
	Email:	
	Original Creditor:	
	Address (if different from above)	
	Filed Date of Claim:	NOVEMBER 2010
	Claim Amount:	\$875,000 (ESTIMATED)
	Account Number:	
	Other Reference Number:	

Allowance of a claim is evidence the Personal Representative accepts the claim as a valid debt of the Decedent's estate.

The undersigned, as the fiduciary(ies), find(s):

☐ the claim is allowed and payment is to be made in full.

Allowance of a claim may not be construed to imply the estate will have sufficient assets with which to pay the claim.

☐ the claim is allowed; however payment cannot be made. Explanation (optional):

☐ the claim is partially allowed in the amount of \$; the balance is disallowed. Explanation (optional)

☒ the claim is disallowed in full. Explanation (optional):

The disallowed claim or the disallowed portion of your claim will be forever barred unless you commence a legal proceeding requiring a Summons, a Petition and a filing fee of \$150.00 for allowance of the claim in accordance with SCPC 62-3-804(2), within thirty (30) days after the mailing or other service of this Notice of Allowance/Disallowance of Claim.

Executed this 18 day of JANUARY, 2016.

Signature:

Print Name: MORRIS A. ELLISON

Address: 5 EXCHANGE STREET
CHARLESTON, SC 29401

Telephone (Work): 843 722.3400

(Home):

(Cell):

Email: MELLISON@WCSR.COM

Attorney: GRAEME F. PHILP

Address: 5 EXCHANGE STREET
CHARLESTON, SC 29401

Telephone: 843 722.3400

Email: GPHILP@WCSR.COM

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF: CHARLESTON

IN THE MATTER OF:
ESTATE OF ANDREW MANIGAULT
(Decedent)

NOTICE OF ALLOWANCE/DISALLOWANCE OF CLAIM

CASE NUMBER: 2010-ES-10-0413

TO:	Creditor:	CAROL MANIGAULT
	Address:	1288 TAFT ROAD, TEENECK, NJ 07666
	Telephone:	201 837.3037
	Email:	
	Original Creditor:	
	Address (if different from above)	
	Filed Date of Claim:	SEPTEMBER 15, 2010
	Claim Amount:	\$212,577.00
	Account Number:	
	Other Reference Number:	

Allowance of a claim is evidence the Personal Representative accepts the claim as a valid debt of the Decedent's estate.

The undersigned, as the fiduciary(ies), find(s):

☐ the claim is allowed and payment is to be made in full.

Allowance of a claim may not be construed to imply the estate will have sufficient assets with which to pay the claim.

☐ the claim is allowed; however payment cannot be made. Explanation (optional):

☐ the claim is partially allowed in the amount of \$; the balance is disallowed. Explanation (optional)

☒ the claim is disallowed in full. Explanation (optional):

The disallowed claim or the disallowed portion of your claim will be forever barred unless you commence a legal proceeding requiring a Summons, a Petition and a filing fee of \$150.00 for allowance of the claim in accordance with SCPC 62-3-804(2), within thirty (30) days after the mailing or other service of this Notice of Allowance/Disallowance of Claim.

Executed this 18 day of JANUARY, 2016.

Signature: M. A. Ellison
Print Name: MORRIS A. ELLISON
Address: 5 EXCHANGE STREET
CHARLESTON, SC 29401
Telephone (Work): 843 722.3400
(Home): _____
(Cell): _____
Email: MELLISON@WCSR.COM

Attorney: GRAEME F. PHILP
Address: 5 EXCHANGE STREET
CHARLESTON, SC 29401
Telephone: 843 722.3400
Email: GPHILP@WCSR.COM

STATE OF SOUTH CAROLINA
COUNTY OF: CHARLESTON
IN THE MATTER OF:
ESTATE OF ANDREW MANIGAULT
(Decedent)

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2010-ES10-0413

On the 19th day of January, 2016, I mailed or delivered the following document(s):

Notice of Disallowance of Claim

- ☐ A copy of which is attached hereto and incorporated herein, or
☒ The original of which is on file with the Court.

Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery ☐ ordinary first-class mail
☐ certified mail ☐ registered mail
☒ commercial delivery ☐ electronic message (Article 7, Trust matters only)

to each of the following persons at the address shown:

NAME	ADDRESS
Carol Manigault	1288 Taft Road, Teaneck, NJ 07666
Karen M. DeJong	920 Johnnie Dodds Blvd., Ste. 203, Mt. Pleasant, SC 29464

SWORN to before me this 19th day of
January, 2016

Maggie K. Upia
Notary Public for South Carolina
My Commission Expires: 8/21/23

Signature: Ester Jo Davis
Print Name: Ester Jo Davis
Address: Womble Carlyle Sandridge & Rice, LLP
5 Exchange St., Charleston, SC 29401
Telephone (Work): (843) 720-4669
(Home): _____
(Cell): _____
E-mail: _____
Relationship to Decedent/Estate: Assistant to Attorney for Estate

A. HUD-1 UNIFORM SETTLEMENT STATEMENT

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins.4. ☐ VA 5. ☐ Conv. Ins.

6. File Number:

DT168605NJ

7. Loan Number:

03-2387-06905726-7

8. Mortgage Insurance Case Number:

C. NOTE: This form furnishes a statement of settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown for informational purposes and are not included in the totals.

D. Name & Address of Borrower:

Carol Manigault
1288 Taft Road
Teaneck, NJ 07666

E. Name, Address & TIN of Seller:

REFINANCE

F. Name & Address of Lender:

Washington Mutual Bank
227 Granite Run Drive, Ste. 100
Lancaster, PA 17601

G. Property Location:

1288 Taft Road
Teaneck, NJ 07666

TIN of Seller:

Place of Settlement
1 Kalisa Way, Ste. 101
Paramus, NJ 07652

H. Settlement Agent:

Diamond Title Agency, LLC

I. Settlement Date:

3/17/05

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower:

101. Contract sales price	
102. Escrow - Federal Tax Lien	14,000.00
103. Borrower's settlement charges (line 1400)	\$3,669.20
104. Payoff - WAMU	132,838.77
105. Payoff - Bank of New York	2092.96

Adjustments for items paid by seller in advance

106.	
107.	
108.	
110.	
111.	
112.	
113.	

120. Gross Amount Due from Borrower

\$152,600.93

200. Amounts Paid by or in Behalf of Borrower:

201. Deposits or earnest money	
202. Principal amount of new loan(s)	149,000.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	

Adjustments for items unpaid by seller

210. City/town taxes	to	\$ 0.00
211. County taxes	to	\$ 0.00
212. Assessments	to	\$ 0.00
213.	to	\$ 0.00
214.		
215.		
216.		
217.		
218.		
219.		

220. Total Paid By/for Borrower

\$149,000.00

300. Cash at Settlement From/to Borrower

301. Gross amount due from borrower (line 120)

\$152,600.93

302. Less amounts paid by/for borrower (line 220)

\$149,000.00

303. Cash ☒ from ☐ to Borrower

\$3,600.93

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller:

401. Contract sales price	\$ 0.00
402. Personal Property	
403.	
404.	
405.	

Adjustments for items paid by seller in advance

406. City/town taxes	to	\$ 0.00
407. County taxes	to	\$ 0.00
408. Assessments	to	\$ 0.00
409.	to	\$ 0.00
410.		
411.		
412.		
413.		

420. Gross Amount Due to Seller

\$ 0.00

500. Reductions in Amount Due to Seller:

501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	\$ 0.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage	
505. Payoff of second mortgage	
506.	
507.	
508.	
509.	

Adjustments for items unpaid by seller

510. City/town taxes	to	\$ 0.00
511. County taxes	to	\$ 0.00
512. Assessments	to	\$ 0.00
513.	to	\$ 0.00
514.		
515.		
516.		
517.		
518.		
519.		

520. Total Reduction Amount Due Seller

\$ 0.00

600. Cash at Settlement To/from Seller

601. Gross amount due to seller (line 420)

\$ 0.00

602. Less reductions in amount due seller (line 520)

\$ 0.00

603. Cash ☐ to ☐ from Seller

\$ 0.00

Substitute Form 1099 Seller Statement

The information in Blocks E, G, H, I & line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, *Sale or Exchange of Principal Residence*, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, *Form 6252 and/or Schedule D (Form 1040)*. You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

(Seller)

(Seller)

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 1 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
1288 TAFT RD.
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
65	6/5/2010	6/5/2010	6/1/2010	\$-1,027.00	FIRE/HOMEOWNER		
	\$0.00	\$0.00	\$-1,027.00	\$0.00	\$0.00	\$137,511.37	\$220.48
61	6/1/2010	6/1/2010	6/1/2010	\$977.80	PAYMENT		
	\$209.61	\$659.91	\$108.28	\$0.00	\$0.00	\$137,511.37	\$1,247.48
63	5/1/2010	5/1/2010	5/1/2010	\$977.80	PAYMENT		
	\$208.61	\$660.91	\$108.28	\$0.00	\$0.00	\$137,720.98	\$1,139.20
62	4/1/2010	4/1/2010	4/1/2010	\$977.80	PAYMENT		
	\$207.61	\$661.91	\$108.28	\$0.00	\$0.00	\$137,929.59	\$1,030.92
61	3/1/2010	3/1/2010	3/1/2010	\$977.80	PAYMENT		
	\$206.62	\$662.90	\$108.28	\$0.00	\$0.00	\$138,137.20	\$922.64
60	2/1/2010	2/1/2010	2/1/2010	\$977.80	PAYMENT		
	\$205.64	\$663.88	\$108.28	\$0.00	\$0.00	\$138,343.82	\$814.36
59	1/2/2010	1/2/2010	1/1/2010	\$977.80	PAYMENT		
	\$204.66	\$664.86	\$108.28	\$0.00	\$0.00	\$138,549.46	\$706.08
58	12/1/2009	12/1/2009	12/1/2009	\$977.80	PAYMENT		
	\$203.68	\$665.84	\$108.28	\$0.00	\$0.00	\$138,754.12	\$597.80

FILED
16 SEP 15 PM 2:29
PROVIDENCE COURT
CHARLESTON COUNTY

511

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 2 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
1288 TAFT RD
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
57	11/2/2009	11/2/2009	11/1/2009	\$977.80	PAYMENT		
	\$202.71	\$666.81	\$108.28	\$0.00	\$0.00	\$138,957.80	\$489.52
56	10/1/2009	10/1/2009	10/1/2009	\$977.80	PAYMENT		
	\$201.74	\$667.78	\$108.28	\$0.00	\$0.00	\$139,160.51	\$381.24
55	9/5/2009	9/5/2009	9/1/2009	\$977.80	PAYMENT		
	\$200.78	\$668.74	\$108.28	\$0.00	\$0.00	\$139,362.25	\$272.96
54	8/1/2009	8/1/2009	8/1/2009	\$948.44	PAYMENT		
	\$199.82	\$669.70	\$78.92	\$0.00	\$0.00	\$139,563.03	\$164.68
53	7/1/2009	7/1/2009	7/1/2009	\$948.44	PAYMENT		
	\$198.87	\$670.65	\$78.92	\$0.00	\$0.00	\$139,762.85	\$85.76
52	6/5/2009	6/5/2009	6/1/2009	\$-1,098.00	FIRE/HOMEOWNER		
	\$0.00	\$0.00	\$-1,098.00	\$0.00	\$0.00	\$139,961.72	\$6.84
51	6/1/2009	6/1/2009	6/1/2009	\$948.44	PAYMENT		
	\$197.92	\$671.60	\$78.92	\$0.00	\$0.00	\$139,961.72	\$1,104.84
50	5/1/2009	5/1/2009	5/1/2009	\$948.44	PAYMENT		
	\$196.98	\$672.54	\$78.92	\$0.00	\$0.00	\$140,159.64	\$1,025.92

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CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 3 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
1288 TAFT RD
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
49	4/1/2009	4/1/2009	4/1/2009	\$948.44	PAYMENT		
	\$196.04	\$673.48	\$78.92	\$0.00	\$0.00	\$140,356.62	\$947.00
48	3/2/2009	3/2/2009	3/1/2009	\$948.44	PAYMENT		
	\$195.10	\$674.42	\$78.92	\$0.00	\$0.00	\$140,552.66	\$868.08
47	2/5/2009	2/5/2009		\$25.00	NSF/REVERSAL FEE ASSESSED		
	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$140,747.76	\$789.16
46	2/5/2009	2/5/2009	2/1/2009	\$948.44	PAYMENT		
	\$194.17	\$675.35	\$78.92	\$0.00	\$0.00	\$140,747.76	\$789.16
45	2/5/2009	2/5/2009	2/1/2009	\$-948.44	RETURNED ITEM		
	\$-194.17	\$-675.35	\$-78.92	\$0.00	\$0.00	\$140,941.93	\$710.24
44	2/2/2009	2/2/2009	2/1/2009	\$948.44	PAYMENT		
	\$194.17	\$675.35	\$78.92	\$0.00	\$0.00	\$140,747.76	\$789.16
43	1/27/2009	1/27/2009		\$-43.48	LATE CHARGE WAIVED		
	\$0.00	\$0.00	\$0.00	\$-43.48	\$0.00	\$140,941.93	\$710.24
42	1/27/2009	1/5/2009	1/1/2009	\$948.44	PAYMENT		
	\$193.25	\$676.27	\$78.92	\$0.00	\$-948.44	\$140,941.93	\$710.24

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 4 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
1288 TAFT RD
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
41	1/27/2009	1/27/2009	1/1/2009	\$0.00	MISAPPLICATION REVERSAL		
	\$0.00	\$0.00	\$0.00	\$0.00	\$948.44	\$141,135.18	\$631.32
40	1/27/2009	1/27/2009	1/1/2009	\$-948.44	MISAPPLICATION REVERSAL		
	\$-948.44	\$0.00	\$0.00	\$0.00	\$0.00	\$141,135.18	\$631.32
39	1/8/2009	1/5/2009	1/1/2009	\$948.44	PRINCIPAL PAYMENT		
	\$948.44	\$0.00	\$0.00	\$0.00	\$-948.44	\$140,186.74	\$631.32
38	1/7/2009	1/7/2009		\$25.00	NSF/REVERSAL FEE ASSESSED		
	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$141,135.18	\$631.32
37	1/7/2009	1/7/2009	1/1/2009	\$-948.44	RETURNED ITEM		
	\$-193.25	\$-676.27	\$-78.92	\$0.00	\$0.00	\$141,135.18	\$631.32
36	1/7/2009	1/7/2009	2/1/2009	\$0.00	MISAPPLICATION REVERSAL		
	\$0.00	\$0.00	\$0.00	\$0.00	\$948.44	\$140,941.93	\$710.24
35	1/7/2009	1/7/2009	2/1/2009	\$-948.44	MISAPPLICATION REVERSAL		
	\$-948.44	\$0.00	\$0.00	\$0.00	\$0.00	\$140,941.93	\$710.24
34	1/5/2009	1/5/2009	2/1/2009	\$948.44	PRINCIPAL PAYMENT		
	\$948.44	\$0.00	\$0.00	\$0.00	\$0.00	\$139,993.49	\$710.24

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CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 5 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
1288 TAFT RD
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date. Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
33	1/2/2009	1/2/2009	1/1/2009	\$948.44	PAYMENT		
	\$193.25	\$676.27	\$78.92	\$0.00	\$0.00	\$140,941.93	\$710.24
32	12/1/2008	12/1/2008	12/1/2008	\$948.44	PAYMENT		
	\$192.33	\$677.19	\$78.92	\$0.00	\$0.00	\$141,135.18	\$631.32
31	11/1/2008	11/1/2008	11/1/2008	\$948.44	PAYMENT		
	\$191.41	\$678.11	\$78.92	\$0.00	\$0.00	\$141,327.51	\$552.40
30	10/1/2008	10/1/2008	10/1/2008	\$948.44	PAYMENT		
	\$190.50	\$679.02	\$78.92	\$0.00	\$0.00	\$141,518.92	\$473.48
29	9/2/2008	9/2/2008	9/1/2008	\$948.44	PAYMENT		
	\$189.59	\$679.93	\$78.92	\$0.00	\$0.00	\$141,709.42	\$394.56
28	8/7/2008	8/7/2008		\$-2,439.07	DISBURSEMENT TO MORTGAGOR		
	\$0.00	\$0.00	\$-2,439.07	\$0.00	\$0.00	\$141,899.01	\$315.64
27	8/1/2008	8/1/2008	8/1/2008	\$1,104.80	PAYMENT		
	\$188.68	\$680.84	\$235.28	\$0.00	\$0.00	\$141,899.01	\$2,754.71
26	7/29/2008	7/29/2008	6/1/2009	\$-947.00	FIRE/HOMEOWNER		
	\$0.00	\$0.00	\$-947.00	\$0.00	\$0.00	\$142,087.69	\$2,519.43

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CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 6 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
1288 TAFT RD
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
25	7/7/2008	7/7/2008	8/1/2008	\$2,748.28	HAZARD INSURANCE REFUND		
	\$0.00	\$0.00	\$2,748.28	\$0.00	\$0.00	\$142,087.69	\$3,466.43
24	7/7/2008	7/7/2008	8/1/2008	\$43.76	HAZARD INSURANCE REFUND		
	\$0.00	\$0.00	\$43.76	\$0.00	\$0.00	\$142,087.69	\$718.15
23	7/1/2008	7/1/2008	7/1/2008	\$1,104.80	PAYMENT		
	\$187.78	\$681.74	\$235.28	\$0.00	\$0.00	\$142,087.69	\$674.39
22	6/24/2008	6/24/2008	6/1/2008	\$-2,748.28	FIRE/HOMEOWNER		
	\$0.00	\$0.00	\$-2,748.28	\$0.00	\$0.00	\$142,275.47	\$439.11
21	6/2/2008	6/2/2008	6/1/2008	\$1,104.80	PAYMENT		
	\$186.89	\$682.63	\$235.28	\$0.00	\$0.00	\$142,275.47	\$3,187.39
20	5/1/2008	5/1/2008	5/1/2008	\$1,104.80	PAYMENT		
	\$186.00	\$683.52	\$235.28	\$0.00	\$0.00	\$142,462.36	\$2,952.11
19	4/1/2008	4/1/2008	4/1/2008	\$1,104.80	PAYMENT		
	\$185.11	\$684.41	\$235.28	\$0.00	\$0.00	\$142,648.36	\$2,716.83
18	3/1/2008	3/1/2008	3/1/2008	\$1,104.80	PAYMENT		
	\$184.23	\$685.29	\$235.28	\$0.00	\$0.00	\$142,833.47	\$2,481.55

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CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 7 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
1288 TAFT RD
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
17	2/1/2008	2/1/2008	2/1/2008	\$1,104.80	PAYMENT		
	\$183.35	\$686.17	\$235.28	\$0.00	\$0.00	\$143,017.70	\$2,246.27
16	1/2/2008	1/2/2008	1/1/2008	\$1,104.80	PAYMENT		
	\$182.47	\$687.05	\$235.28	\$0.00	\$0.00	\$143,201.05	\$2,010.99

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WASHINGTON MUTUAL BANK, F.A.

LOAN HISTORY Y-T-D INV C04 CAT 001 INV# 017816815 T13 12/31/05
PAGE 93632

LN# 0690657267 CAROL MANIGAULT

1288 TAFT RD

TEANECK

EMP 0 POF0
NJ 076660000 1522

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
147,734.43	.00	.00	.00	.00	2,705.00	.00	.00	.00	.00	01-01-06	.00	00 0

P & I 1ST	P&I 2ND	CO TAX CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT BM
869.52	.00	.00	.00	.00	.00	.00	.00 0	.00 0	.00 0	.00	869.52	.0575000	1 8

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GPM ORG
149,000	0	149,000.00	2		460 82 0567	0.00	0.00	0	0

ASSUM-DT XFER-DEED FHA-SEC/NUM LIP PAYOFF FC-TRK-SW YE-ACQ-RPT/DATE SALE-ID EXEMPT PLGD-LN PMT-OPT CALC-METH ELOC BNKRPCY CH/DT

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REQ STAT/COMPL DT
12		.00					05-05	

IORE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				04-35

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
.00	.00			

DUE DATE	PROC DATE	TP	SQ	TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
05-05	03-23	1	42	1	.00	149000.00	149000.00	.00	.00	.00	.00	.00	.00	.00		1
04-05	03-23	1	70	2	234.70	.00	149000.00	234.70	.00	.00	.00	BATCH 1W9 EDIT-SEQ 204653	.00	.00		1
05-05	05-11	1	71	1	869.52	155.56	148844.44	713.96	.00	.00	.00	BATCH 5>5 EDIT-SEQ 314963	.00	.00		1
06-05	06-13	1	73	1	869.52	156.31	148688.13	713.21	.00	.00	.00	BATCH 6AA EDIT-SEQ 164054	.00	.00		1
06-05	06-23	3	51	1	CHECK #562692				2705.00	2705.00		BATCH 896 EDIT-SEQ 062458				
07-05	06-23	1	61	2	2705.00	.00	148688.13	.00	2705.00	.00	2705.00	PAYEE CD 7005E	.00	.00		1
07-05	07-18	1	71	1	869.52	157.06	148531.07	712.46	.00	.00	2705.00	.00	.00	.00		1
08-05	08-13	1	72	1	869.52	157.81	148373.26	711.71	.00	.00	2705.00	BATCH 6AP EDIT-SEQ 983152	.00	.00		1
09-05	09-02	1	71	1	869.52	158.56	148214.70	710.96	.00	.00	2705.00	BATCH 6F% EDIT-SEQ 326240	.00	.00		1
												BATCH 6A5 EDIT-SEQ 499922				

10 SEP 15 PM 2:29

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LOAN-NO (CONT\D)

WASHINGTON MUTUAL BANK, F.A.

LOAN HISTORY Y-T-D INV C04 CAT 001 INV# 017816815 T13 12/31/05
PAGE 93633

LN# 0690657267 CAROL MANIGAULT

EMP 0 POF0

DUE DATE	PROC DATE	TP TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
											MPL-ID RN01				
														10-15-05 L	
														75.10 AA	
11-05	11-16	1 72	1	869.52	160.09	147895.29	709.43	.00	.00	2703.00	BATCH 825 EDIT-SEQ 065725	.00	.00	.00	1
											MPL-ID RN01				
														11-16-05 L	
														75.01 AA	
12-05	12-15	1 71	1	869.52	160.86	147734.43	708.66	.00	.00	2705.00	BATCH 826 EDIT-SEQ 163204	.00	.00	.00	1
														12-15-05 L	
														74.93 AA	
											BATCH 6AP EDIT-SEQ 175675				
REQ-BY TOTALS				9,895.86			5,925.29				.00			601.71	
Y/E					1,265.57				2,705.00						

OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-STAMP
AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC-CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD

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WASHINGTON MUTUAL BANK, F.A.

LOAN HISTORY Y-T-D INV C04 CAT 001 INV# 017816815 T13 12/30/06

PAGE 77777

LN# 0690657267 CAROL MANIGAULT

1288 TAFT RD

TEANECK

EMP 0 POFO
NJ 076660000 1522

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
145,506.51	.00	1803.34	.00	.00	.00	.00	.00	.00	.00	01-01-07	.00	00 0

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC A & H	LIFE	MISC	REF RES	TOT PAYMT	INT RATE	DT BM
869.52	.00	.00	.00	225.42	.00	.00	.00 0	.00 0	.00 0	.00	1094.93	.0575000	1 8
OVER/SHORT AMT		.01-											

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL	BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR	PPD INT	PPD INT IND	GPM	ORG
149,000	0	147,734.43	2			460 82 0567	0.00		0.00	0		0

ASSUM-DT XFER-DEED FHA-SEC/NUM LIP PAYOFF FC-TRK-SW YE-ACQ-RPT/DATE SALE-ID EXEMPT PLGD-LN PMT-OPT CALC-METH ELOC BNKRPCY CH/DT

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REQ STAT/COMPL DT
12		.00					05-05	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				04-35

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
.00	.00			

DUE DATE	PROC DATE	TP	SQ	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL	OTHER AMOUNTS	CFD DCT
01-06	01-13	1	73	1	4733.74	.00	147734.43	.00	.00	2705.00	.00	.00	.00		1
															4733.74 W
															01-13-06 L
01-06	01-17	1	70	1	.00	.00	147734.43	.00	4733.74	4733.74	2705.00	.00	.00	.00	1
															BATCH 898 EDIT-SEQ 494633 ACTION 1014
															4733.74-W
															01-13-06 L
01-06	01-17	1	68	2	.00	.00	147734.43	.00	2705.00-	2028.74	.00	.00	.00	.00	1
															BATCH 55B EDIT-SEQ 254522
															2705.00 V
01-06	01-17	1	52	3	.00	.00	147734.43	.00	.00	2028.74	.00	.00	.00	.00	11
01-06	02-02	1	32	1	.00	.00	147734.43	.00	.00	2028.74	.00	.00	.00	.00	311
															BATCH 55B EDIT-SEQ 254522
01-06	02-02	1	73	2	869.52	161.63	147572.80	707.89	.00	2028.74	.00	.00	.00	.00	1
															BATCH \$1X EDIT-SEQ 605460
															02-02-06 L
															74.85 AA
02-06	02-14	1	72	1	225.42	.00	147572.80	.00	.00	2028.74	.00	.00	.00	.00	1
															BATCH 896 EDIT-SEQ 326034
															MPL-ID DFO1
															225.42 W
															02-13-06 L
02-06	02-16	1	73	1	1094.94	162.40	147410.40	707.12	225.42	2254.16	.00	.00	.00	.00	1
															BATCH 6F% EDIT-SEQ 080150 ACTION 1MP8
															02-16-06 L
															74.77 AA
03-06	02-17	1	75	1	.00	225.42	147184.98	.00	.00	2254.16	.00	.00	.00	.00	1
															BATCH 899 EDIT-SEQ 220581

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WASHINGTON MUTUAL BANK, F.A.

LOAN HISTORY Y-T-D INV C04 CAT 001 INV# 017816815 T13 12/30/06

LOAN-NO (CONT\D) 0690637267

PAGE 77779

REQ-BY TOTALS 17,873.00

8,431.74

.00

3,596.56

Y/E

2,227.92

4,508.34

OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER-INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-
STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC-CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER \$=ELOC-FEEY=ADJ YE 1098 IND AZ=CHOICES-PD

921

I1561-721

WASHINGTON MUTUAL BANK, F.A.

LOAN HISTORY Y-T-D INV C04 CAT 001 INV# 017816815 T13 12/31/07
PAGE 30598

LN# 0690657267 CAROL MANIGAULT

1288 TAFT RD

TEANECK

EMP 0 POFO
NJ 076660000 1522

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
143,383.52	.00	1775.71	.00	.00	.00	.00	.00	.00	.00	01-01-08	.00	00 0

P & I 1ST	PAI 2ND	CO TAX	CITY TAX	HAZ INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT HM
869.52	.00	.00	.00	229.36	.00	.00	.00	.00 0	.00 0	.00 0	.00	1104.80	.0575000	1 8
OVER/SHORT AMT		5.92												

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR	PPD INT	PPD INT IND	GPM ORG
149,000	0	145,506.51	2		460 82 0567	0.00		0.00	0	0

ASSUM-DT XFER-DEED FHA-SEC/NUM LIP PAYOFF FC-TRK-SW YE-ACQ-RPT/DATE SALE-ID EXEMPT PLGD-LN PMT-OPT CALC-METH ELOC BNKRPCY CH/DT

EMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTS	YR	SUPPR-MICR-STAT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REC STAT/COMPL DT
12		.00						05-05	

IOE CREDIT YTD/W-H	SW/W-H BALANCE	IORE CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				04-35

REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
.00	.00			

DUE DATE	PROC DATE	TP	SQ	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER CFT AMOUNTS DCT
BAL-FWD	01-07	01-02	1 71 1	1094.93	172.30	145506.51	697.22	225.41	1803.34	.00	.00	.00	.00	
	01-07	01-02	1 71 1	1094.93	172.30	145334.21	697.22	225.41	2028.75	.00	.00	.00	.00	01-02-07 L 73.72 AA
	02-07	02-01	1 71 1	1094.93	173.13	145161.08	696.39	225.41	2254.16	.00	.00	.00	.00	02-01-07 L 73.64 AA
	03-07	03-01	1 71 1	1094.93	173.96	144987.12	695.56	225.41	2479.57	.00	.00	.00	.00	03-01-07 L 73.55 AA
	04-07	04-02	1 71 1	1094.93	174.79	144812.33	694.73	225.41	2704.98	.00	.00	.00	.00	04-02-07 L 73.46 AA
	05-07	05-02	1 71 1	1094.93	175.63	144636.70	693.89	225.41	2930.39	.00	.00	.00	.00	05-02-07 L 73.37 AA
	06-07	06-01	1 71 1	1094.94	176.47	144460.23	693.05	225.42	3155.81	.00	.00	.00	.00	06-01-07 L 73.28 AA
	06-07	06-22	3 51 1	CHECK #458921				2752.34	403.47					
	07-07	07-02	1 71 1	1094.94	177.31	144282.92	692.21	225.42	628.89	.00	.00	.00	.00	07-02-07 L 73.19 AA

127

I1561-721
LOAN-NO (CONT'D)

WASHINGTON MUTUAL BANK, F.A.

LOAN HISTORY Y-T-D INV C04 CAT 001 INV# 017816815 T13 12/31/07
PAGE 30599

LN# 0690657267 CAROL MANIGAULT

EMP 0 POF0

DUE DATE	PROC DATE	TP	SQ	TR	NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
08-07	08-01	1	71	1		1094.94	178.16	144104.76	691.36	225.42	854.31	.00	BATCH 901 EDIT-SEQ 999999	.00	.00	.00	08-01-07 L 73.10 AA 1
09-07	09-01	1	71	1		1094.94	179.02	143925.74	690.50	225.42	1079.73	.00	BATCH 901 EDIT-SEQ 999999	.00	.00	.00	09-01-07 L 73.01 AA 1
10-07	10-01	1	71	1		1094.94	179.88	143745.86	689.64	225.42	1305.15	.00	BATCH 901 EDIT-SEQ 999999	.00	.00	.00	10-01-07 L 72.92 AA 1
11-07	11-01	1	71	1		1104.80	180.74	143565.12	688.78	235.28	1540.43	.00	BATCH 901 EDIT-SEQ 999999	.00	.00	.00	11-01-07 L 72.83 AA 1
12-07	12-01	1	71	1		1104.80	181.60	143383.52	687.92	235.28	1775.71	.00	BATCH 901 EDIT-SEQ 999999	.00	.00	.00	12-01-07 L 72.74 AA 1
BATCH 901 EDIT-SEQ 999999																	
REQ-BY TOTALS						13,158.95			8,311.25				.00			878.81	
Y/E							2,122.99				2,724.71						

OTHER AMOUNT CODES:

A=FHA-PENALTY G=SER=INTEREST-PAID TO POOL K=INT-DUE-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=HUD-FUND
B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
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STAMP AR=MTGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC-CORP-ADV AY=ADJ YE 1098 IND AZ=CHOICES-PD
FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER \$=ELOC-FEEY=ADJ YE 1098 IND AZ=CHOICES-PD

STATE OF SOUTH CAROLINA)

COUNTY OF: CHARLESTON)

IN THE MATTER OF: ESTATE OF ANDREW
MANIGAULT)

IN THE PROBATE COURT

FILED
10 SEP 15 PM 2:28

PROOF OF DELIVERY

PROBATE COURT
CHARLESTON COUNTY

CASE NUMBER: 2010-ES-10-0413

On the 15th day of September, 2010, I mailed or delivered the following document, Statement of Creditor's Claim.

- ☐ A copy of which is attached hereto and incorporated herein, or
☒ The original of which is on file with the court and incorporated herein,

Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery ☒ ordinary first class mail
☐ certified mail ☐ registered mail

to each of the following persons at the address shown:

NAME

ADDRESS

Morris Ellison, Personal Representative of
the Estate of Andrew Manigault

P.O. Box 999, Charleston, SC 29402-0999

SWORN to before me this 15th day of

September, 20 10

J. Manly

Notary Public for South Carolina

My Commission Expires 4-17-2018

Signature: *K. DeJong*

Name: Karen M. DeJong

Address: 1100 Queensborough Blvd., Ste. 101
Mt. Pleasant, SC 29464

Telephone (O): 843-216-6161

(H): 843-216-1119

E-mail: _____

Signature: _____

Name: _____

Address: _____

Telephone (O): _____

(H): _____

E-mail: _____

STATE OF SOUTH CAROLINA)

) IN THE PROBATE COURT

COUNTY OF: CHARLESTON

10 NOV 17 2011:36

) STATEMENT OF CREDITOR'S CLAIM

IN THE MATTER OF: THE ESTATE OF)
ANDREW MANIGAULT

) CASE NUMBER: 2010-ES-10-0413

Decedent's Date of Death (if known): 3/5/2010

Decedent's Last Mailing Address: 601 Belle Pointe Drive, Mt. Pleasant, SC 29466

Creditor: Carol Manigault
Address: 1288 Taft Road
Teaneck, NJ 07666
Telephone: (201) 837-3037

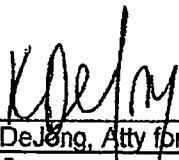
Basis of claim: Equitable Distribution of Property located at Tract 233, Beech Mountain, TMS# 194009250244, recorded in Plat Book 14 at Page 49 in the Register of Deeds in Avery County, North Carolina and Lot B, 5.77 acres located on Hamlin Road and U.S. Highway #17, Christ Church Parish, Charleston County, South Carolina, recorded in Plat Book CK at Page 42.

Amount of claim \$ 875,000.00 (est.) for SC Property
and NC Property-Unknown

Date claim will become due (if not already due): November 17, 2010

Nature of uncertainty as to amount of claim and due date, if any: Inventory/Appraisal filed by PR does not list appraised values.

Description of any security as to claim: Above captioned properties.

Signature: 
Title: Karen M. DeJong, Atty for Creditor Manigault
Date: 11/17/2010

INSTRUCTIONS: Claims must be filed with the Probate Court of this county and delivered or mailed to the Personal Representative appointed to administer the estate (see section 62-3-803, 62-3-804, and 62-3-806 on next page.)

STATE OF SOUTH CAROLINA,)

COUNTY OF CHARLESTON)

CAROL MANIGAULT)

Petitioner,)

vs.)

MORRIS ELLISON, ESQ., as Personal
Representative of the Estate of Andrew
Manigault,)

Respondent(s).)

IN THE PROBATE COURT

SUMMONS

CASE NO. 2010-ES-10-0413

TO THE RESPONDENT(S) ABOVE-NAMED:

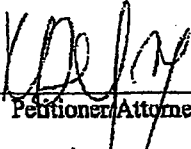
YOU ARE HEREBY SUMMONED and required to answer the Petition herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to this Petition upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Petition, judgment by default will be rendered against you for the relief demanded in the Petition.

Mount Pleasant, South Carolina

Dated: February 18, 2016

Address:

DeJong Law Firm, LLC
940 Johnnie Dodds Blvd., Ste. 203
Mt. Pleasant, SC 29464
Tel. 843-216-6161


 Petitioner/Attorney for Petitioner

 PROBATE COURT
CHARLESTON COUNTY

16 FEB 19 AM 11:43

FILE

SCCA 401PC (9/11)

Exhibit

C

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF CHARLESTON

IN THE MATTER OF:
THE ESTATE OF ANDREW MANIGAULT
(Decedent)

CASE NUMBER: 2010-ES-10-0413

CAROL MANIGAULT

*PETITION FOR
ALLOWANCE OF CREDITOR CLAIM

Petitioner(s)

vs.

MORRIS ELLISON, Personal Representative
of the Estate of Andrew Manigault,

Respondent(s)

FILED
16 FEB 10 AM 10:29
PROBATE COURT
CHARLESTON COUNTY

The undersigned petitions the Court to allow the following claims against the Estate in the amounts set forth below:

Creditor Name and Address	Amount of Claim
Carol Manigault, 1288 Taft Road, Teaneck, NJ 07666	\$875,000.00 (est.)
Carol Manigault, 1288 Taft Road, Teaneck, NJ 07666	\$212,577.00

In support of this Petition, Petitioner incorporates the claim(s) referenced above as presented to the Court and alleges that each claim is valid and (i) was presented within the period for the presentation of claims as provided by law and/or (ii) any claim not yet presented is attached to this Petition and made a part hereof and is being presented within the period for the presentation of claim(s) as provided by law.

(Other:)

Executed this 18th day of February, 2016.

Signature:

Carol Manigault

Print Name: Carol Manigault

Address: 1288 Taft Road

Teaneck, NJ 07666

Telephone (Work): (201) 407-0147

(Home):

(Cell):

Email:

Attorney: Karen DeJong, Esq.

Address: 940 Johnnie Dodds Boulevard Suite 203

Mount Pleasant, SC 29464

Telephone: (843) 216-8161

Email: karen@dejonglawfirm.com

*NOTE: THIS IS A FORMAL PROCEEDING. IN ADDITION TO A PETITION, YOU MUST ALSO FILE A SUMMONS (FORM SCCA 401PC) AND PAY THE STATUTORY FILING FEE OF \$150.00. A HEARING IN THE PROBATE COURT ON THE PETITION MAY BE REQUIRED.

ORDER

On the basis of the foregoing Petition and after hearing, the Court finds the aforesaid claim(s) is/are:

THEREFORE, IT IS HEREBY ORDERED that the following be in the amounts set forth below:

Creditor Name and Address	Amount of Claim

Executed this day of , 20

_____, Probate Court Judge

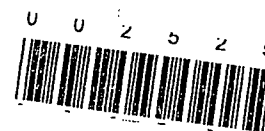
DEJONG LAW FIRM

TO:

MORRIS ELLISON

2-19-2016

134



WOMBLE
CARLYLE
SANDRIDGE
& RICE
A LIMITED LIABILITY
PARTNERSHIP

5 Exchange Street
Charleston, SC 29401

Mailing Address:
Post Office Box 999
Charleston, SC 29402
Telephone: (843) 722-3400
Fax: (843) 723-7398
www.wcsr.com

August 4, 2016

Via Federal Express and U.S. Mail

Karen M. DeJong, Esq.
940 Johnnie Dodds Blvd., Suite 203
Mt. Pleasant, SC 29464

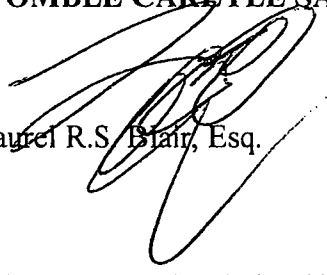
RE: Estate of Andrew Manigault
Case No.: 2010-ES-10-413

Dear Ms. DeJong:

Enclosed herewith please find the Personal Representative's First Set of Interrogatories, First Request for Production and Certificate of Service associated with the above-referenced matter, which documents are hereby served upon you.

Yours very truly,

WOMBLE CARLYLE SANDRIDGE & RICE, LLP


Laurel R.S. Blair, Esq.

Enclosures

cc: Morris A. Ellison, Esq., Personal Representative (w/encl.)

Exhibit **D**

135

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF CHARLESTON	)	2010-ES-10-413
CAROL MANIGAULT,	)	
	)	
Petitioner,	)	RESPONDENT'S FIRST
	)	SET OF INTERROGATORIES
v.	)	
	)	
MORRIS ELLISON, ESQ., as	)	
Personal Representative of the	)	
Estate of Andrew Manigault,	)	
	)	
Respondent.	)	
	)	

TO: CAROL MANIGAULT AND HER COUNSEL, KAREN M. DEJONG, ESQ.:

The Respondent Personal Representative, Morris A. Ellison, Esq., by and through undersigned counsel, does hereby serve and propound the following Interrogatories pursuant to South Carolina Rules of Civil Procedure 26 and 33, requesting the Petitioner's complete written responses within thirty (30) days of service.

The following Interrogatories are continuing until the time of trial; thus, you must supplement your responses if previously unknown information comes to you, to your representative, or to your attorneys. In responding to these Interrogatories and Requests for Production, the following instructions and definitions are applicable.

INSTRUCTIONS

Pursuant to Rules 26 and 33 of the South Carolina Rules of Civil Procedure, answer each of the following Interrogatories under oath, in writing, separately, in the fullest detail possible, and in accordance with the definitions and instructions set forth below. Serve a copy of your answers to the Interrogatories on the Personal Representative's counsel no later than thirty (30) days after the service of these discovery requests.

You are under a duty to supplement your responses with respect to any Interrogatory directly addressed to (1) the identity and location of persons having knowledge of discoverable matters, and (2) the identity of each person expected to be called as an expert witness at trial, the subject matter on which he or she is expected to testify, and the substance of his or her testimony. In addition, you are under a duty to amend a prior response if you obtain information on the basis of which you know that the response was incorrect when made, or that the response, though correct when made, is no longer true, and the circumstances are such that a failure to amend the response is, in substance, a knowing concealment.

DEFINITIONS

"You" or "Your". As used herein, the term "you" or "your" means the person or entity to whom these Interrogatories are addressed, and any and all agents, employees, servants, officers, directors, attorneys, and each person acting or purporting to act on behalf of them.

Person. As used herein, the term "person" means any natural individual in any capacity whatsoever or any entity or organization, including divisions, departments, and other units therein, and shall include, but not be limited to, a public or private corporation, partnership, joint venture, voluntary or unincorporated association, organization, proprietorship, trust, estate, governmental agency, commission, bureau, or department.

Document. As used herein, the term "document" means any medium upon which intelligence or information can be recorded or retrieved, includes, without limitation, the original and each copy, regardless of origin and location, of any book, pamphlet, periodical, letter, memorandum (including any memorandum or report of a meeting or conversation), diary, calendar, telegram, report, record, contract, agreement, study, handwritten note, draft, working paper, list, tape, computer disk or diskette, file, photograph, microfilm, or any other written,

recorded, transcribed, punched, taped, filmed, or graphic matter, however produced or reproduced, which is in your possession, custody, or control or which was, but is no longer, in your possession, custody, or control.

Communication. As used herein, the term "communication" means any oral, written, or electronically transmitted utterance, notation, or statement of any nature whatsoever, by and to whomsoever made, including, but not limited to, correspondence, conversations, dialogues, discussions, transmissions of messages or data, interviews, consultations, agreements, and other understandings between or among two or more persons.

Identification. As used herein, the terms "identification" or "identify," or "identity" when used in reference to (a) a natural individual, require you to state his or her full name and residential and business addresses; (b) a corporation, require you to state its full corporate name and any names under which it does business, its state of incorporation, the address of its principal place of business, and the addresses of all of its offices in South Carolina; (c) a business, require you to state the full name or style under which the business is conducted, its business address or addresses, the types of businesses, and the identity of the person or persons who own, operate and control the businesses; (d) a document, require you to state the number of pages and the nature of the document (e.g., letter or memorandum), its title, and its present location and custodian; (3) a communication, require you, if any part of the communication was written, to identify the document or documents which refer to or evidence the communication and, to the extent that the communication was non-written, to identify the persons participating in the communication and to state the date, manner, place, and substance of the communication.

Identification of Documents. With respect to each Interrogatory, in addition to supplying the information requested, you are to identify all documents that support, refer to, or evidence the subject matter of each Interrogatory and your answers thereto.

If any or all documents identified herein are no longer in your possession, custody, or control because of destruction, loss, or any other reason, then do the following with respect to each and every such document: (a) describe the nature of the document (e.g., letter or memorandum); (b) state the date of the document; (c) identify the person who sent and received the original and any copy of the document; (d) state in as much detail as possible the contents of the document; and (3) state the manner and date of disposition of the document.

If you contend that you are entitled to withhold from production any or all documents identified herein on the basis of the attorney-client privilege, the work product doctrine, or other ground, then do the following with respect to each and every document: (a) describe the nature of the document (e.g., letter or memorandum); (b) state the date of the document; (c) identify the person who sent and received the original and a copy of the document; (d) state the subject matter of the document; and (e) state the basis upon which you contend you are entitled to withhold the document from production.

The Words "Or" and "Any". As used herein, the word "or" should not be read to eliminate any part of the Interrogatory, but, whenever applicable, it should have the same meaning as the word "and." For example, an Interrogatory stating "support or refer" should be read as "support and refer" if an answer that does both can be made. As used herein, the word "any" shall be construed to include all documents or things fitting the description.

Contention Interrogatories. When an Interrogatory directs you to state "the bases" for your contention, you are requested to (1) state each and every fact which you believe supports

that contention; (2) summarize the evidence by which you intend to prove said fact; (3) identify any witness to the fact and any witness whom you intend to call to testify at the trial of this action to prove said fact; and (4) identify any document known by you to exist that supports or rebuts the proof of said fact.

INTERROGATORIES

1. Give the names, addresses and telephone numbers of all persons having knowledge concerning the facts associated with the matters at issue in this case regarding your claim(s) against the Estate of Andrew Manigault (the "Estate"), including but not limited to all claims and defenses. Indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.
2. Set forth a list of all photographs, plats, sketches, documents and information, including but not limited to all electronic, telephone and other communications, that relate to any facts, claims, or defenses associated with your claims(s) against the Estate. Please provide the names, addresses and telephone numbers of all individuals and/or entities which have possession or control of the requested information.
3. List the names, addresses, telephone numbers and credentials of any and all expert witnesses which you will use as witnesses at the trial of this case, at any motion hearings or for any other purpose, in any aspect of the presentation of your case.
4. For each person or entity known to you to be a witness concerning the facts and issues associated with your claims against the Estate, set forth a detailed summary of all facts known to and information possessed by such witnesses.
5. List all exhibits which you will use at the trial of this case, at any deposition, and/or at any motion hearing in this case, whether for demonstrative or other purposes.

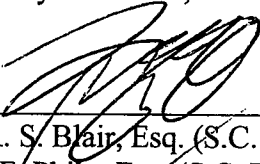
6. Set forth in detail and with specificity all evidence, factual and legal bases upon which you contend that your claims constitute valid and enforceable claims against the Estate.

7. Set forth in detail and with specificity all evidence, factual and legal bases which you contend support the amount(s) of your claim(s) against the Estate. Please provide a detailed calculation of all amounts claimed.

8. Set forth in detail and with specificity all factual and legal bases, if any, upon which you contend that your claims are not barred by the applicable statute(s) of limitations or other law.

These Interrogatories shall continue in full force and effect until the time of trial.

Respectfully submitted,



Laurel R. S. Blair, Esq. (S.C. Bar No. 66338)
Graeme F. Philp, Esq. (S.C. Bar No. 11752)
WOMBLE CARLYLE SANDRIDGE & RICE, LLP
5 Exchange Street
Charleston, SC 29401
Telephone: (843) 720-4670
Fax: (843) 410-2355
Email: lblair@wcsr.com

Counsel for the Estate of Andrew Manigault
Morris A. Ellison, Esq., Personal Representative

Date: 08/24/16

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
COUNTY OF CHARLESTON	)	2010-ES-10-413
CAROL MANIGAULT,	)	
	)	
Petitioner,	)	
	)	RESPONDENT'S FIRST
v.	)	REQUEST FOR PRODUCTION
	)	OF DOCUMENTS
MORRIS ELLISON, ESQ., as	)	
Personal Representative of the	)	
Estate of Andrew Manigault,	)	
	)	
Respondent.	)	
_____	)	

TO: CAROL MANIGAULT AND HER COUNSEL, KAREN M. DEJONG, ESQ.

The Respondent Personal Representative, Morris A. Ellison, Esq., by and through undersigned counsel, hereby requests, pursuant to South Carolina Rules of Civil Procedure 26 and 34, that you produce the requested documents and information to the undersigned counsel within thirty (30) days of service.

INSTRUCTIONS AND DEFINITIONS

A. For purposes of this request, the word "document" is used in its broadest sense and means all tangible items and all written, printed, typed, recorded, transcribed, punched, taped or graphic matter and information of every type and description, however prepared, produced, reproduced, disseminated or made, in your actual or constructive possession, custody or control, including but not limited to writings, records, correspondence, communications, letters, diaries, diary entries, logs, log books, telegrams, telexes, memoranda, notes, reports, bulletins, summaries or other records of telephone or personal conversations, messages, minutes or summaries of telephone or personal meetings and conferences, instructions, literature, work assignments, records, agreements, contracts, inter office or inter office communications, microfilm, notebooks, calendars, appointment books, circulars, pamphlets, projections, estimates, charts, lists, tables, computer runs, tabulations, printouts, studies, notices, books, checks, credit card vouchers, statements of accounts, receipts, invoices, drafts, photographs, drafts, data sheets, data compilations, computer data compilations, e-mails, statistics, work sheets, speeches or other writings, tape recordings, and means the original copy or any non-identical copy, regardless of origin or location.

B. In responding to these requests, produce all documents and things which are in your possession, custody or control, or can be obtained upon reasonable inquiry of persons within your control, including documents, information and things which are in the possession, custody or control of your attorneys, investigators for your attorneys, independent accountants, directors, trustees, officers, employees, agents or any person acting on behalf of or in concert with you or with any of these persons, not merely documents and things from your own files, records or facilities.

C. If you cannot respond to any of the following requests in full, respond to the extent possible, specifying the reasons why you are unable to respond in full and provide whatever information you have concerning the unprovided things, documents or portions of documents including the source or sources from which the things, documents, information or portions thereof may be obtained.

D. If documents or things requested are not reasonably available to you in precisely the form requested; or for the particular date or period specified but could be produced in modified form or for a slightly different date or period, then you are requested to respond to that request in such modified form or for such different date or period.

E. If any document, information or thing which is responsive to a request is no longer complete or has been altered, state in what respect the document or thing is incomplete or altered and explain the reasons therefore. If any such document, information or thing is no longer in existence or no longer in your possession, custody or control, state the disposition which was made of the document, information or thing, the reasons for disposition, the date of the disposition, the identity of the persons ordering, authorizing and supervising such disposition, the substance or contents of the documents or nature of the thing disposed of and the identity of all persons having knowledge of such document, information or thing.

F. If any document, information, thing or portion thereof is or will be withheld because of a claim of privilege or work product and is not produced for any reason other than destruction, that document, information or thing is to be identified as follows:

- (i) identify the author;
- (ii) identify each person to whom the document indicates the original or a copy thereof was sent and others who at any one time possessed the document;
- (iii) state the date of the document;
- (iv) state the number of pages, attachments and appendices;
- (v) state the name, title and address of the present custodian of the document;
- (vi) describe the subject matter of the document or portion thereof for which the privilege is claimed; and
- (vii) state the basis of which the privilege is or will be claimed or the reason asserted for non-production.

G. The terms "you" or "your" means the party to whom these Requests are addressed, and any and all agents, employees, servants, officers, directors, attorneys, and each person acting or purporting to act on behalf of the party.

H. As used herein, the term "document" means any medium upon which intelligence or information can be recorded or retrieved, includes, without limitation, the original and each copy, regardless of origin and location, of any book, pamphlet, periodical, letter, memorandum (including any memorandum or report of a meeting or conversation), diary, calendar, telegram, report, record, contract, agreement, study, handwritten note, draft, working paper, list, tape, computer disk or diskette, file, photograph, microfilm, or any other written, recorded, transcribed, punched, taped, filmed, or graphic matter, however produced or reproduced, which is in your possession, custody, or control or which was, but is no longer, in your possession, custody, or control.

I. The word "person" means and includes without limiting the generality of its meaning, any natural person, corporate or business entity, firm, partnership, association, group, governmental body, agency or subdivision, committee, commission or other organization or entity.

J. The terms "concerning," "relate to" and "relating to" include: referring to, alluding to responding to, relating to, connected with, commenting on and respect of, about, regarding, discussing, memorizing, showing, describing, reflecting, analyzing, constituting, or any way relevant to the specified subject.

K. The word "communication" includes any written, oral or electronically transmitted utterance, notation, or statement of any nature whatsoever, by and to whomsoever made, including, but not limited to, correspondence, conversations, dialogues, discussions, transmissions of messages or data, interviews, consultations, agreements, and understandings.

L. The words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.

M. "Each" "any" and "all" should be construed as both singular and plural.

N. Each document sought to be produced by this request shall be produced in and with the file folder and other documents in which such document is located when this request was served.

O. Each document shall be produced in the condition and order of arrangement of which they existed when this request was served and shall not be shuffled or otherwise rearranged when produced.

This request is continuing and calls for prompt, further and supplemental production whenever you receive or discover an additional document or information sought to be produced hereby. You are reminded of your ongoing duty to promptly supplement your responses to this request for production. If you obtain information upon the basis of which you know that your response is incorrect or incomplete when made, or you know that the response thought correct and complete when made is no longer true and complete.

INFORMATION REQUESTED

1. Provide any and all documents, written materials, recordings, photographs, items and information in your possession or control (and/or in the possession and control of third parties), which relate to the subject matter of your claim(s) against the Estate of Andrew Manigault (the "Estate").

2. Provide any and all documents, written materials, recordings, photographs, items and information used by and/or referred to by you in preparing responses to the Interrogatories of the Estate (including but not limited to all written or recorded statements of the parties, witnesses and potential witnesses in this case).

3. Provide any and all documents, written materials, recordings, photographs, items, and information, and other evidence which you will use in any manner whatsoever in the presentation of your case at any motion hearing(s), depositions and/or at trial, whether for demonstrative or other purposes.

4. Produce all statements of witnesses and potential witnesses, including but not limited to parties in this action, whether written, oral, summarized or reproduced in any manner whatsoever, relating to the subject matter of these proceedings.

5. Provide a detailed curriculum vitae of all experts which you intend to use at any hearing in this case and provide copies of all reports, opinions, evaluations and other materials issued by said expert(s) in connection with this case and/or the subject matter thereof.

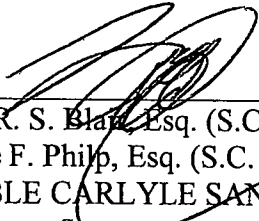
6. Produce copies of all exhibits which you will use in these proceedings regarding your claim against the Estate for any purpose whatsoever.

7. Produce all evidence and information substantiating the date, time and manner in which all documentation supporting your claim(s) was served upon the Estate.

8. Produce all evidence and information substantiating the legal bases and amounts of your claims against the Estate.

These Requests shall remain in full force and effect until time of trial.

Respectfully submitted,



Laurel R. S. Blair, Esq. (S.C. Bar No. 66338)
Graeme F. Philp, Esq. (S.C. Bar No. 11752)
WOMBLE CARLYLE SANDRIDGE & RICE, LLP
5 Exchange Street
Charleston, SC 29401
Telephone: (843) 720-4670
Fax: (843) 410-2355
E-mail: lblair@wcsr.com

*Counsel for the Estate of Andrew Manigault,
Morris A. Ellison, Esq., Personal Representative*

Date: 08/04/16

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
COUNTY OF CHARLESTON	)	2010-ES-10-413
CAROL MANIGAULT,	)	
	)	
Petitioner,	)	
	)	CERTIFICATE OF SERVICE
v.	)	
	)	
MORRIS ELLISON, ESQ., as	)	
Personal Representative of the	)	
Estate of Andrew Manigault,	)	
	)	
Respondent.	)	
_____	)	

This is to certify that on this 4th day of August, 2016, a copy of the Personal Representative's First Set of Interrogatories and First Request for Production of Documents was served on Counsel for the Petitioner, via U.S. Mail and Federal Express, as follows:

Karen M. DeJong, Esq.
 940 Johnnie Dodds Blvd., Suite 203
 Mt. Pleasant, SC 29464

WOMBLE CARLYLE SANDRIDGE & RICE, LLP

By: *Yvonne C. Masseo*
 Assistant to Laurel R.S. Blair



<i>package id</i>	<i>from</i>	<i>vendor</i>
0155951	Laurel Blair (1991)	FedEx
<i>ship date</i>	Womble Carlyle, LLP	<i>tracking number</i>
Thu, Aug 04 2016	5 Exchange Street	783743040940
<i>to</i>	Charleston , SC 29401 US	<i>service</i>
Karen M. DeJong, Esquire		FedEx Priority
Dejong Law Firm	<i>billing</i>	<i>packaging</i>
940 JOHNNIE DODDS	Manigault, Andrew, Estate	FedEx Envelope
BLVD	of Estate of Andrew	<i>signature</i>
MOUNT	Man... admi	Direct signature - at
PLEASANT , SC 29464-	(70387.0019.0)	address
6128 US	<i>operator</i>	<i>courtesy quote</i>
843 216 6161	Yvonne Mazzell	14.42
<i>residential address</i>	8435765504	<i>The courtesy quote does not</i>
No	YMazzell@wcsr.com	<i>reflect fuel surcharge and does</i>
<i>return label</i>	<i>create time</i>	<i>not necessarily reflect all</i>
No	08/04/16, 10:04AM	<i>accessorial charges.</i>
<i>notification type</i>		
Delivery		
<i>notification recipients</i>		
LBlair@wcsr.com		
YMazzell@wcsr.com		

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September 7, 2016

U.S. Mail

Karen M. DeJong, Esq.
940 Johnnie Dodds Blvd., Suite 203
Mt. Pleasant, SC 29464

RE: Estate of Andrew Manigault
Case No.: 2010-ES-10-413

Dear Ms. DeJong:

Our records reflect that the Personal Representative's First Set of Interrogatories, First Request for Production and Certificate of Service associated with the above-referenced matter were served on you by Federal Express and U.S. Mail on August 4, 2016 (with confirmed physical August 9, 2016 Federal Express delivery to your office). We respectfully request your clients' complete written discovery responses by September 19, 2016; otherwise, we will have no alternative but to pursue the requisite Motion to Compel those responses.

Yours very truly,

WOMBLE CARLYLE SANDRIDGE & RICE, LLP

Laurel R.S. Blair, Esq.

Enclosure

cc: Morris A. Ellison, Esq., Personal Representative (w/encl.)

149



August 9, 2016

Dear Customer:

The following is the proof-of-delivery for tracking number **783743040940**.

Delivery Information:

Status:	Delivered	Delivered to:	Receptionist/Front Desk
Signed for by:	D.DEJONG	Delivery location:	272 W COLEMAN MOUNT PLEASANT, SC 29464
Service type:	FedEx Priority Overnight	Delivery date:	Aug 9, 2016 12:58
Special Handling:	Deliver Weekday Direct Signature Required		

Shipping Information:

Tracking number:	783743040940	Ship date:	Aug 4, 2016
		Weight:	0.5 lbs/0.2 kg

Recipient:
Karen M. DeJong, Esquire
Dejong Law Firm
940 JOHNNIE DODDS BLVD
MOUNT PLEASANT, SC 29464 US
Reference

Shipper:
Laurel Blair
Womble Carlyle, LLP
5 Exchange Street
Charleston, SC 29401 US
70387-0019.0/1991

Thank you for choosing FedEx.

150

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
COUNTY OF CHARLESTON	)	2010-ES-10-413
CAROL MANIGAULT,	)	
	)	
Petitioner,	)	
	)	CERTIFICATE OF SERVICE
v.	)	
	)	
MORRIS ELLISON, ESQ., as	)	
Personal Representative of the	)	
Estate of Andrew Manigault,	)	
	)	
Respondent.	)	

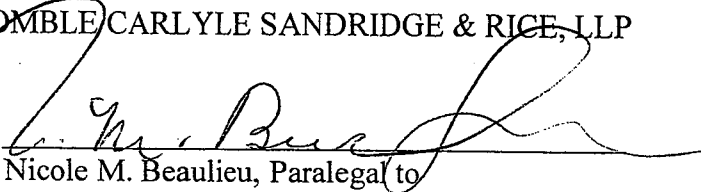
This is to certify that on this 18th day of November, 2016, a copy of the Personal Representative's Motion for Summary Judgment was served on Counsel for the Petitioner, via U.S. Mail and Federal Express, as follows:

Karen M. DeJong, Esq.
DeJong Law Firm, LLC
Coleman Center
272 West Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464-5652

Morris A. Ellison, Esq.
Womble Carlyle Sandridge & Rice, LLP
P.O. Box 999
Charleston, SC 29402-0999

WOMBLE CARLYLE SANDRIDGE & RICE, LLP

By:


Nicole M. Beaulieu, Paralegal to
Laurel R.S. Blair

Charleston County Probate Court
Irvin G. Condon, Judge of Probate
84 Broad Street
Charleston, SC 29401
843-958-5030
www.charlestoncounty.org

Receipt Number

306368

Date

11/18/2016

User ID

TLESHIA

Case Number

2010ES1000413

Case Name

ANDREW MANIGAULT

Paid By:

WOMBLE CARLYLE SNADRIDGE & RICE, LLP

Items

MOTION FEE

Paid

\$25.00

Total Paid:

\$25.00

PaymentType: CHECK

Check #: 1300008221

MEMO:

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

WOMBLE CARLYLE SANDRIDGE & RICE, LLP

One West Fourth Street
Winston-Salem, NC 27101

2010-413

No. 1300008221

Date: 10/13/2016

66-021/530

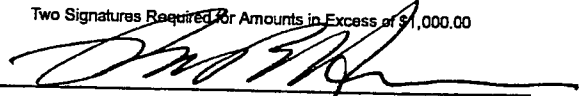
\$25.00

Twenty-five _____ DOLLARS 00 CENTS

AY
THE
DER

CHARLESTON COUNTY PROBATE COURT
84 BROAD STREET
CHARLESTON, SC 29401

Two Signatures Required for Amounts in Excess of \$1,000.00



VOID AFTER 180 DAYS

ells Fargo Bank, N.A.



SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈ 1300008221 ⑈ ⑆ 121000248 ⑆ 2087310121920 ⑈

November 18, 2016

VIA COURIER HAND DELIVERY

Ms. Alison V. Atwood
Charleston County Probate Court, Estate Division
Historic Courthouse, 84 Broad Street (Third Floor)
Charleston, SC 29401

RE: Estate of Andrew Manigault (Carol Manigault creditor's claims)
2010-ES-10-413

Dear Alison:

Enclosed herewith please find for filing the original and one copy of the Personal Representative's Motion for Summary Judgment with Exhibits (Carol Manigault creditor's claims), a Certificate of Service, and the requisite motion filing fee check. Please return a file-stamped copy of the aforementioned documents to my courier. Counsel and parties are served with the aforementioned documents by copy of this letter.

We respectfully request that this motion be scheduled for a hearing as soon as possible, in order to facilitate estate administration and closure.

With best regards, I am

Yours very truly,

WOMBLE CARLYLE SANDRIDGE & RICE LLP

Laurel R. S. Blair, Esq.

cc: Karen M. DeJong, Esq. (w/encl.) (Counsel for Carol Manigault)
Morris A. Ellison, Esq., Personal Representative (w/encl.)
Graeme F. Philp, Esq. (w/encl.)

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

17 JAN 17 PM 3:55 IN THE PROBATE COURT

PROBATE COURT
CHARLESTON COUNTY

CASE NO. 2010-ES-10-0413

IN RE: THE ESTATE OF ANDREW
MANIGAULT

) **CAROL MANIGAULT'S**
) **OPPOSITION TO**
) **RESPONDENT'S MOTION**
) **FOR SUMMARY JUDGMENT**

Now comes the Petitioner, CAROL MANIGAULT, ("Petitioner"), by and through her undersigned counsel, in opposition to the Estate of Andrew Manigault's ("Respondent") Motion for Summary Judgment:

This objection is made pursuant to Rule 56 and Rule 12 of the South Carolina Rules of Civil Procedure upon the following grounds:

1. Respondent's Motion for Summary Judgment should be denied. On or about November 17, 2010, I filed a Foreign Judgment with the Charleston County Clerk of Court, namely- Final Judgment of Divorce from the Superior Court of New Jersey, Chancery Division- Family Part, Docket No. FM-02-2012-01, pursuant to the Uniform Enforcement of Judgment Act. S.C Code Ann. Section 15-35-920, et seq..
2. Charleston County Clerk of Court assigned this Foreign Judgment filing as Case No. 2010-CP-10-9512. There are two claims associated with this filing.
3. One claim is for this Court to enforce the Foreign Judgment in that the New Jersey Superior Court ordered that if Andrew Manigault owned property other than 1288 Taft Road, Teaneck, New Jersey, that these other properties would be subject to equitable distribution between Andrew Manigault and his ex-wife, Carol Manigault.

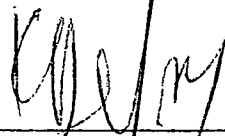
4. South Carolina properties have been found that Andrew Manigault owned at the time of his divorce in New Jersey and Carol Manigault has filed a claim for her equitable portion of the South Carolina property.
5. The second claim is for this Court to enforce the Foreign Judgment in that the New Jersey Superior Court ordered that Andrew Manigault be responsible for the payment of the mortgage on 1288 Taft Road, Teaneck, New Jersey.
6. Andrew Manigault did not make payments upon the mortgage and at the time the claim was filed, the amount of \$212,577.00 was due. **See Foreign Judgments attached hereto as Exhibit A.**
7. Subsequently thereafter, the Charleston County Court of Common Pleas ruled that the Foreign Judgment with its claims should be heard by the Charleston County Probate Court as "the Probate Court has exclusive original jurisdiction over all subject matters related to estates of decedents". Also, the Charleston County Court ruled that "the Charleston County Probate Court has authority to hear and determine issues relating to marital agreements in connection with pending estate actions"., **See Order filed August 1, 2011 attached hereto as Exhibit B.**
8. The validity of the Foreign Judgment has never been challenged by the Petitioner in either the Charleston County Court of Commons Pleas or Charleston County Probate Court.
9. In addition, Petitioner had also filed creditor claims with regard to these two issues with the Charleston County Probate Court. **See Carol Manigault's Statements of Creditor Claims attached hereto as Exhibit C.**

10. On January 19, 2016, Respondent filed a Notice of Disallowance of Claims and Petitioner timely filed a Summons and Petition for Allowance of Creditor Claim.
11. Genuine issues of material fact remain unresolved in this case. Petitioner alleges that she is a judgment creditor thus giving her valid claims priority over the unsecured creditors in this action.
12. The Motion for Summary Judgment is inappropriate and premature at this time until all issues of material fact have been resolved by the parties.

WHEREFORE, Petitioner respectfully prays that this Court:

- A. Deny Respondent's Motion for Summary Judgment;
- B. Award Petitioner reasonable attorneys' fees, costs, and expenses of litigation; and
- C. Award Defendant such other and further relief as it deems just, necessary, and proper.

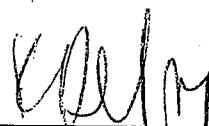
Respectfully Submitted,



Karen M. DeJong, Esq.
DeJong Law Firm, LLC
272 West Coleman Blvd., Ste. 200
Mt. Pleasant, SC 29464-5652

I, Karen M. DeJong, hereby certify that on January 17, 2017 a copy of the Petitioner's Objection to Respondent's Motion for Summary Judgment was hand delivered to:

Laurel Blair, Esq.
Womble Carlyle
5 Exchange Street
Charleston, SC 29401
Attorney for Respondent



Karen M. DeJong, Esq.
DeJong Law Firm, LLC
272 West Coleman Blvd., Ste. 200
Mt. Pleasant, SC 29464
(843) 216-6161
Attorney for the Petitioner

EXHIBIT A

2010-10-9512

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

IN THE COURT OF COMMON PLEAS

NOTICE OF FILING
OF FOREIGN JUDGMENT

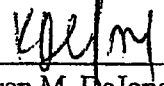
CASE NUMBER: 2010-ES-10-0413

TO: PERSONAL REPRESENTATIVE OF THE ESTATE OF ANDREW MANIGAULT

Pursuant to the provisions of Code of Laws of South Carolina 1976 (as amended), § 15-35-920 *et seq.*, notice is hereby given that the attached foreign judgment on behalf of Carol Manigault has been filed in the Charleston County, South Carolina Clerk of Court's office by its undersigned attorney.

YOU ARE HEREBY SUMMONED that you have THIRTY (30) DAYS from the receipt of this notice to seek relief from the enforcement of the judgment and if the judgment is not satisfied and no relief is sought within that thirty (30) days, the judgment will be enforced in this state in the same manner as a judgment of this State.

DeJong Law Firm, LLC


Karen M. DeJong

1100 Queensborough Blvd., Ste. 101

Mt. Pleasant, SC 29464

(843) 216-6161

ATTORNEY FOR THE PLAINTIFF

Charleston, South Carolina

November 15, 2010

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

FILED

10 NOV 17 AM 11:30

CLERK OF COURT
CHARLESTON COUNTY

DECLARATION OF FILING
OF FOREIGN JUDGMENT

FILED
2010 NOV 17 AM 11:30
BY JULIE L ARMSTRONG
CLERK OF COURT

CASE NUMBER: 2010-ES-10-0413

TO: PERSONAL REPRESENTATIVE OF THE ESTATE OF ANDREW MANIGAULT

On June 25, 2002, Plaintiff, Carol Manigault, obtained a judgment against the above referenced Defendant, Andrew Manigault, in the Superior Court of New Jersey, Chancery Division, Bergen County, wherein the Court awarded the Plaintiff the marital property located at 1288 Taft Road, Teaneck, New Jersey and declared that Defendant would be responsible for the payment of the mortgage on said property. Defendant failed to do so.

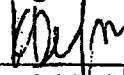
There have been no subsequent entries affecting the judgment. A certified copy of the judgment is attached as Exhibit A and incorporated herein by reference.

This action is brought pursuant to the provisions of the Code of Laws of South Carolina 1976 (as amended), Section 15-35-920 *et seq.* Being the Uniform Enforcement of Foreign Judgments Act.

There is due to Plaintiff from the Defendant under the above described Judgment the sum of \$212,577.00 for unpaid mortgage payments, remaining mortgage balance and refinance costs on the above described property. This Judgment accrues post judgment interest at the legal rate.

Wherefore, Plaintiff prays that the judgment be registered in South Carolina Court of Common Pleas in the County of Charleston.

DeJong Law Firm, LLC



Karen M. DeJong
1100 Queensborough Blvd., Ste. 101
Mt. Pleasant, SC 29464
(843) 216-6161
ATTORNEY FOR THE PLAINTIFF

Charleston, South Carolina
November 15, 2010

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

IN THE COURT OF COMMON PLEAS

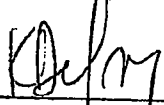
ATTORNEY'S AFFIDAVIT OF FILING
FOREIGN JUDGMENT

CASE NUMBER: 2010-ES10-413

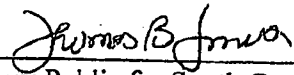
Personally appeared before me, Karen M. DeJong, who, after being duly sworn, states the following:

1. That she is the attorney for the Plaintiff Carol Manigault, the judgment creditor of the Defendant Estate of Andrew Manigault.
2. That the judgment creditor obtained a judgment against the Defendant on June 25, 2002 in the Superior Court of New Jersey, Chancery Division, Bergen County, wherein the Court ordered that Andrew Manigault shall remain responsible for payment of the mortgage of Carol Manigault's residence located at 1288 Taft Road, Teaneck, New Jersey. This Judgment accrues post judgement interest at the legal rate.
3. That the said judgment is final and is unsatisfied in whole or in part.
4. That on information and belief, the judgment is not further contested.

Respectfully submitted,


Karen M. DeJong

Sworn to before me on this
16th day of November, 2010


Notary Public for South Carolina
My commission expires: 3/15/16

FILED

OCT 03 2002

BRIAN R. MARTINOTTI, J.S.C.

Lorane L. Posner
One Gateway Center, Suite 105
Newark, NJ 07102
(973) 622-4800
Attorney for Defendant

Carol Manigault,

Plaintiff,

vs.

Andrew Manigault

Defendant.

) SUPERIOR COURT OF NEW JERSEY
) CHANCERY DIVISION - FAMILY PART
) Bergen County *2012*
) Docket No. FM-02-2013-01

CIVIL ACTION

FINAL JUDGMENT OF DIVORCE

2010 NOV 17 AM 11:01
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

f

This matter having been heard by the Honorable Brian Martinotti, J.S.C. on the 25th day of June, 2002, Herbert Savoy, Jr., Esq., appearing for the Plaintiff, Carl Manigault and Lorane L. Posner, Esq., appearing for Defendant, Andrew Manigault, and the Court having considered the Complaint filed herein, and the Court having heard and considered Plaintiff's proofs, and it appearing that Plaintiff and Defendant were joined in the bonds of matrimony on the 7th day of August, 1971, the Plaintiff has pleaded and proven a cause of action for divorce under the statute of such case made and provided the action for divorce, arose and the Plaintiff having been a bona fide resident of the State of New Jersey for more than one (1) year, next preceding the commencement of this action, and jurisdiction having been acquired pursuant to the Rules governing the Courts of the State of New Jersey, and for good cause having been shown;

IT IS on this 3 day of October, 2002, by the Superior Court
of New Jersey, ~~Essex~~ Bergen County, Chancery Division, Family Part;

ORDERED and **ADJUDGED**, by virtue of the power and authority of
this Court, and the acts of Legislature in such case provided that the
Plaintiff, Carol Manigault, and the Defendant, Andrew Manigault, are
hereby freed and discharged from the obligations thereof, and that the
marriage of the parties is hereby dissolved; and

It is further **ORDERED** that the Agreement as put forth on the record
on June 25, 2002 is hereby made a part of this Final Judgment of Divorce
and shall not merge with but shall survive this Final Judgment of Divorce
with the understanding that the Court makes no findings of fact as to the
adequacy and sufficiency of the agreement, however the Court finds that
the parties having voluntarily entered into this agreement and therefore are
ordered to comply with and carry out the terms of this agreement; and

It is further **ORDERED** that Defendant will deed to Plaintiff, via
Bargain and Sale Deed of all of his interest in the marital property located
at 1288 Taft Road, Teaneck, New Jersey and in the property located in
Hamilton Township, New Jersey and that the Defendant will cooperate fully
in the transfer of the Deed by signing all documents prepared by his
attorney; and

It is further **ORDERED** that Defendant shall remain responsible for
payment of the mortgage of the Teaneck property. Plaintiff will remain
responsible for payment of all other costs associated with both properties.

It is further **ORDERED** that Defendant shall have the use of a basement apartment at 1288 Taft Road, Teaneck, New Jersey for no more than four (4) times per year, for five (5) days each visit and that Defendant will notify Plaintiff of his intent to use the basement apartment five (5) days in advance of his proposed stay; and

It is further **ORDERED** that both Plaintiff and Defendant permanently waive any claim to past, present or future rights of alimony that each would have against the other and both parties having agreed that they are able to maintain the lifestyle enjoyed during the marriage absent the imposition of alimony; and

It is further **ORDERED** that final restraints pursuant to Docket No.: FV-02-631-92A are vacated and that mutual civil restraints shall be imposed; and

It is further **ORDERED** that Defendant represents that he owns no other real or personal property and that in the event that he does own such property, it shall be subject to equitable distribution; and

It is further **ORDERED** that Plaintiff shall retain the real property inherited by her in Texas, as well as all retirement benefits in her name; and

It is further **ORDERED** that a copy of this Amended Final Judgment of Divorce be served on Defendant within seven (7) days of the signing thereof.

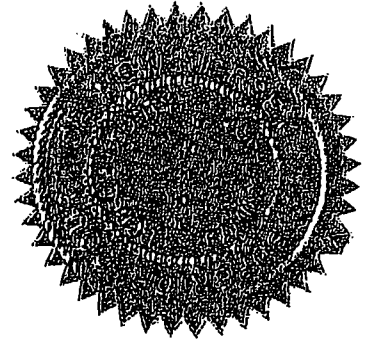
The Plaintiff's Social Security number is 460-82-0567

I hereby certify that the foregoing is a true copy of the original on file in my office.

Anna Moshak
Division Manager - Family Fed

Dated:

BMA
Honorable Brian Marinotti, J.S.C.



2010-CP-10-456

FILED
2010 NOV 17 AM 11:31
JULIE J. ARMSTRONG
CLERK OF COURT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

IN THE COURT OF COMMON PLEAS

NOTICE OF FILING
OF FOREIGN JUDGMENT

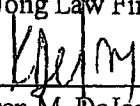
CASE NUMBER: 2010-ES-10-0413

TO: PERSONAL REPRESENTATIVE OF THE ESTATE OF ANDREW MANIGAULT

Pursuant to the provisions of Code of Laws of South Carolina 1976 (as amended), § 15-35-920 *et seq.*, notice is hereby given that the attached foreign judgment on behalf of Carol Manigault has been filed in the Charleston County, South Carolina Clerk of Court's office by its undersigned attorney.

YOU ARE HEREBY SUMMONED that you have THIRTY (30) DAYS from the receipt of this notice to seek relief from the enforcement of the judgment and if the judgment is not satisfied and no relief is sought within that thirty (30) days, the judgment will be enforced in this state in the same manner as a judgment of this State.

DeJong Law Firm, LLC



Karen M. DeJong
1100 Queensborough Blvd., Ste. 101
Mt. Pleasant, SC 29464
(843) 216-6161
ATTORNEY FOR THE PLAINTIFF

Charleston, South Carolina
November 15, 2010

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

10 NOV 17 AM 11:39

IN THE COURT OF COMMON PLEAS

DECLARATION OF FILING
OF FOREIGN JUDGMENT

CASE NUMBER: 2010-ES-10-0413

FILED
2010 NOV 17 AM 11:30
JULIE J. ARMSTRONG
CLERK OF COURT

TO: PERSONAL REPRESENTATIVE OF THE ESTATE OF ANDREW MANIGAULT

On June 25, 2002, Plaintiff, Carol Manigault, obtained a judgment against the above referenced Defendant, Andrew Manigault, in the Superior Court of New Jersey, Chancery Division, Bergen County, wherein the Court ordered that in the event Defendant owned real or personal property, other than 1288 Taft Road, Teaneck, NJ and property located in Hamilton Township, NJ, that said other properties would be subject to equitable distribution. Properties have since been discovered, namely, Tract No. 233, recorded in Plat Book 14 at Page 49 in the Office of the Register of Deeds in Avery County, North Carolina and Lot B, 5.77 acres located on Hamlin Road and U.S. Highway #17, Christ Church Parish, Charleston County, South Carolina, recorded in Plat Book CK at Page 42.

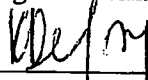
There have been no subsequent entries affecting the judgment. A certified copy of the judgment is attached as Exhibit A and incorporated herein by reference.

This action is brought pursuant to the provisions of the Code of Laws of South Carolina 1976 (as amended), Section 15-35-920 *et seq.* Being the Uniform Enforcement of Foreign Judgments Act.

There is due to Plaintiff from the Defendant under the above described Judgment an equitable distribution of the sale proceeds from these two above described properties. This Judgment accrues post judgment interest at the legal rate.

Wherefore, Plaintiff prays that the judgment be registered in South Carolina Court of
Common Pleas in the County of Charleston.

DeJong Law Firm, LLC



Karen M. DeJong

1100 Queensborough Blvd., Ste. 101

Mt. Pleasant, SC 29464

(843) 216-6161

ATTORNEY FOR THE PLAINTIFF

Mount Pleasant, South Carolina
November 15, 2010

.STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF: ESTATE
OF ANDREW MANIGAULT

IN THE COURT OF COMMON PLEAS

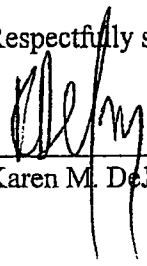
ATTORNEY'S AFFIDAVIT OF FILING
FOREIGN JUDGMENT

CASE NUMBER: 2010-ES-10-0413

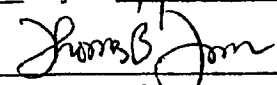
Personally appeared before me, Karen M. DeJong, who, after being duly sworn, states the following:

1. That she is the attorney for the Plaintiff Carol Manigault, a judgment creditor of the Defendant Estate of Andrew Manigault.
2. That the judgment creditor obtained a judgment against he Defendant on June 25, 2002 in the Superior Court of New Jersey, Chancery Division, wherein the Court ordered that in the event Andrew Manigault owned real or personal property, other than 1288 Taft Road, Teaneck, NJ and property located in Hamilton Township, NJ, that said other properties would be subject to equitable distribution.
3. That the said judgment is final and is unsatisfied in whole or in part.
4. That on information and belief, the judgment is not further contested.
5. Debtor's estate has filed probate action in Case No. 2010-ES-10-043 and should more property surface with which Carol Manigault is entitled to, affiant may supplement this Affidavit.

Respectfully submitted,


Karen M. DeJong

Sworn to before me on this
16th day of November, 2010


Notary Public for South Carolina
My commission expires: 3/15/16

FILED

OCT 03 2002

Lorane L. Posner

One Gateway Center, Suite 105

Newark, NJ 07102

(973) 622-4800

Attorney for Defendant

BRIAN R. MARTINOTTI, J.S.C.

Carol Manigault,

Plaintiff,

vs.

Andrew Manigault

Defendant.

) SUPERIOR COURT OF NEW JERSEY

) CHANCERY DIVISION - FAMILY PART

) Bergen County

) Docket No. FM-02-2013-01

CIVIL ACTION

FINAL JUDGMENT OF DIVORCE

2010 NOV 17 AM 11:30

HILLIE J. ARMSTRONG
CLERK OF COURT

FILED

f

This matter having been heard by the Honorable Brian Martinotti, J.S.C. on the 25th day of June, 2002, Herbert Savoy, Jr., Esq., appearing for the Plaintiff, Carl Manigault and Lorane L. Posner, Esq., appearing for Defendant, Andrew Manigault, and the Court having considered the Complaint filed herein, and the Court having heard and considered Plaintiff's proofs, and it appearing that Plaintiff and Defendant were joined in the bonds of matrimony on the 7th day of August, 1971, the Plaintiff has pleaded and proven a cause of action for divorce under the statute of such case made and provided the action for divorce, arose and the Plaintiff having been a bona fide resident of the State of New Jersey for more than one (1) year, next preceding the commencement of this action, and jurisdiction having been acquired pursuant to the Rules governing the Courts of the State of New Jersey, and for good cause having been shown;

IT IS on this 3 day of October, 2002, by the Superior Court
of New Jersey, ~~Essex~~ County, Chancery Division, Family Part;
Bergen

ORDERED and **ADJUDGED**, by virtue of the power and authority of
this Court, and the acts of Legislature in such case provided that the
Plaintiff, Carol Manigault, and the Defendant, Andrew Manigault, are
hereby freed and discharged from the obligations thereof, and that the
marriage of the parties is hereby dissolved; and

It is further **ORDERED** that the Agreement as put forth on the record
on June 25, 2002 is hereby made a part of this Final Judgment of Divorce
and shall not merge with but shall survive this Final Judgment of Divorce
with the understanding that the Court makes no findings of fact as to the
adequacy and sufficiency of the agreement, however the Court finds that
the parties having voluntarily entered into this agreement and therefore are
ordered to comply with and carry out the terms of this agreement; and

It is further **ORDERED** that Defendant will deed to Plaintiff, via
Bargain and Sale Deed of all of his interest in the marital property located
at 1288 Taft Road, Teaneck, New Jersey and in the property located in
Hamilton Township, New Jersey and that the Defendant will cooperate fully
in the transfer of the Deed by signing all documents prepared by his
attorney; and

It is further **ORDERED** that Defendant shall remain responsible for
payment of the mortgage of the Teaneck property. Plaintiff will remain
responsible for payment of all other costs associated with both properties.

It is further **ORDERED** that Defendant shall have the use of a basement apartment at 1288 Taft Road, Teaneck, New Jersey for no more than four (4) times per year, for five (5) days each visit and that Defendant will notify Plaintiff of his intent to use the basement apartment five (5) days in advance of his proposed stay; and

It is further **ORDERED** that both Plaintiff and Defendant permanently waive any claim to past, present or future rights of alimony that each would have against the other and both parties having agreed that they are able to maintain the lifestyle enjoyed during the marriage absent the imposition of alimony; and

It is further **ORDERED** that final restraints pursuant to Docket No.: FV-02-631-92A are vacated and that mutual civil restraints shall be imposed; and

It is further **ORDERED** that Defendant represents that he owns no other real or personal property and that in the event that he does own such property, it shall be subject to equitable distribution; and

It is further **ORDERED** that Plaintiff shall retain the real property inherited by her in Texas, as well as all retirement benefits in her name; and

It is further **ORDERED** that a copy of this Amended Final Judgment of Divorce be served on Defendant within seven (7) days of the signing thereof.

The Plaintiff's Social Security number is 460-82-0567

I hereby certify that the foregoing is a true copy of the original on file in my office.

Heina Muckel
Deputy Manager - Family Fund

Dated:

B. Marinotti
Honorable Brian Marinotti, J.S.C.

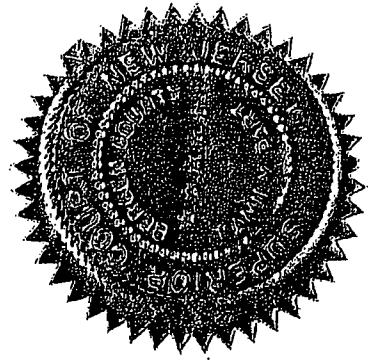


EXHIBIT B

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CAROL MANIGAULT,

Plaintiff,

vs.

ESTATE OF ANDREW MANIGAULT,

Defendant.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.2010-CP-10-9512

**ORDER GRANTING DEFENDANT'S
MOTION FOR RELIEF FROM FOREIGN
JUDGMENT**

FILED
AUG - 1 PM 1:5
JULIE J. ARMSTRONG
CLERK OF COURT

This matter comes before the Court on Defendant Estate of Andrew Manigault's ("Estate") Motion for Relief from Foreign Judgment. After considering the pleadings, the motion submitted by counsel for the Defendant and the oral argument presented at the hearing on this matter, this Court hereby grants the Estate's motion.

BACKGROUND

By order dated October 3, 2002, the Superior Court of New Jersey – Chancery Division-Family Part entered a Final Judgment of Divorce ("Divorce Order"), in which the divorce of Carol and Andrew Manigault was finalized. The Court ordered Arthur Manigault to deed all of his interest in the marital home to Carol Manigault. See Divorce Order at pg. 2. The Court further ordered that Andrew Manigault "represents that he owns no other real or personal property and that in the event he does own such property, it shall be subject to equitable distribution." Id. at pg. 3. Arthur Manigault died on March 5, 2010.

The Estate initiated an action in the Probate Court for Charleston County, South Carolina, which is captioned *In the Matter of The Estate of Andrew Manigault, Case Number 2010-ES-10-0413* ("Probate Court Action"). On November 17, 2010, Carol Manigault filed a creditor's claim in the Probate Court Action, by which she sought equitable distribution of certain real property located in North Carolina and South Carolina. Also on November 17, 2010, Carol Manigault filed a Notice of Filing of Foreign Judgment and Attorney's Affidavit of Filing Foreign

R

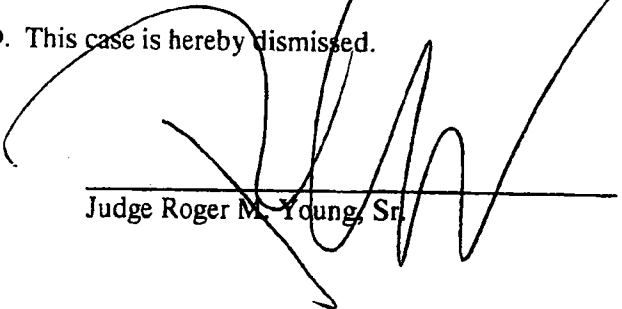
Judgment in the present matter. In her notice, Carol Manigault attempts to domesticate the Divorce Order and claims that the judgment is unsatisfied in whole or in part. The Estate subsequently filed its Motion for Relief from Foreign Judgment.

ANALYSIS

The South Carolina Probate Court has exclusive original jurisdiction over all subject matter related to estates of decedents. S.C. Code Ann. §62-1-302(a)(1). The Probate Court also has authority to hear and determine issues relating to marital agreements in connection with estate actions pending before it, concurrent with that of the family court, pursuant to Section 63-3-530. See S.C. Code Ann. § 62-1-302(c). Therefore, to the extent Carol Manigault has a claim for real property owned by Andrew Manigault before his death, her claim may not be adjudicated in the Court of Common Pleas. Further, Carol Manigault has already filed a creditor's claim in the Probate Court Action. Therefore, the Court of Common Pleas does not have subject matter jurisdiction over Carol Manigault's claims. Further, her claims must be dismissed under South Carolina Rule of Civil Procedure 12(b)(8).

CONCLUSION

For the reasons set forth above, the Defendant Estate of Andrew Manigault's Motion for Relief from Foreign Judgment is GRANTED. This case is hereby dismissed.



Judge Roger M. Young, Sr.


_____, 2011
Charleston, South Carolina

EXHIBIT C

179

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF: CHARLESTON

10 NOV 17 AM 11:38

STATEMENT OF CREDITOR'S CLAIM

IN THE MATTER OF: THE ESTATE OF)
ANDREW MANIGAULT

) CASE NUMBER: 2010-ES-10-0413

Decedent's Date of Death (if known): 3/5/2010

Decedent's Last Mailing Address: 601 Belle Pointe Drive, Mt. Pleasant, SC 29466

Creditor: Carol Manigault
Address: 1288 Taft Road
Teaneck, NJ 07666
Telephone: (201) 837-3037

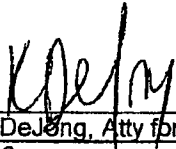
Basis of claim: Equitable Distribution of Property located at Tract 233, Beech Mountain, TMS# 194009250244, recorded in Plat Book 14 at Page 49 in the Register of Deeds in Avery County, North Carolina and Lot B, 5.77 acres located on Hamlin Road and U.S. Highway #17, Christ Church Parish, Charleston County, South Carolina, recorded in Plat Book CK at Page 42.

Amount of claim \$ 875,000.00 (est.) for SC Property
and NC Property-Unknown (Z)

Date claim will become due (if not already due): November 17, 2010

Nature of uncertainty as to amount of claim and due date, if any: Inventory/Appraisal filed by PR does not list appraised values.

Description of any security as to claim: Above captioned properties.

Signature: 
Title: Karen M. DeJong, Atty for Creditor Manigault
Date: 11/17/2010

INSTRUCTIONS: Claims must be filed with the Probate Court of this county and delivered or mailed to the Personal Representative appointed to administer the estate (see section 62-3-803, 62-3-804, and 62-3-806 on next page.)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PROBATE COURT

10 SEP 15 PM 2:29

IN THE MATTER OF: THE ESTATE OF
ANDREW MANIGAULT

CASE NO. 2010-ES-10-0413

Decedent's Date of Death: 3/5/2010

Decedent's Last Mailing Address: 601 Belle Point Drive
Mt. Pleasant, SC 29466

STATEMENT OF CREDITOR'S CLAIM

Creditor: Carol Manigault
Address: 1288 Taft Road, Teaneck, NJ 07666-2827
Phone No. 201-837-3037

Basis of Claim: Chase Home Finance (formerly Washington Mutual Bank) Mortgage Payments made on behalf of Andrew Manigault (\$65,464.70), Refinance Closing Costs (because of Mr. Manigault's default on mortgage) (\$9600.93) and Remaining Mortgage Balance (\$137,511.37) 3
Property Address: 1288 Taft Road, Teaneck, NJ 07666-2827

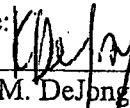
Amount of Claim: \$212,577.00

Date Claim will become due (if not already due): August 31, 2010

Nature of uncertainty as to amount of claim and due date, if any: N/A

Description of any security as to claim: None.

Date: August 31, 2010

Signature: 

Karen M. DeJong
DeJong Law Firm, LLC
1100 Queensborough Blvd., Ste. 101
Mt. Pleasant, SC 29464
(843) 216-6161
dejonglawfirm@gmail.com
Attorney for Creditor Manigault

A. HUD-1 UNIFORM SETTLEMENT STATEMENT

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins.	6. File Number: DT188605NJ	7. Loan Number: 03-2387-069065726-7	8. Mortgage Insurance Case Number:
4. ☐ VA 5. ☐ Conv. Ins.			

C. NOTE: This form furnishes a statement of settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown for informational purposes and are not included in the totals.

D. Name & Address of Borrower: Carol Manigault 1288 Taft Road Teaneck, NJ 07666	E. Name, Address & TIN of Seller: REFINANCE TIN of Seller: Place of Settlement: 1 Kalisa Way, Ste. 101 Paramus, NJ 07652	F. Name & Address of Lender: Washington Mutual Bank 227 Granite Run Drive, Ste. 100 Lancaster, PA 17601
G. Property Location: 1288 Taft Road Teaneck, NJ 07666	H. Settlement Agent: Diamond Title Agency, LLC	I. Settlement Date: 3/17/05

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower:

101. Contract sales price	
102. Escrow - Federal Tax Lien	14,000.00
103. Borrower's settlement charges (line 1400)	\$3,669.20
104. Payoff - WAMU	132,838.77
105. Payoff - Bank of New York	2092.96

Adjustments for items paid by seller in advance

106. City/town taxes	to	\$ 0.00
107. County taxes	to	\$ 0.00
108. Assessments	to	\$ 0.00
109. Other	to	\$ 0.00
110.		
111.		
112.		
113.		

120. Gross Amount Due from Borrower \$152,600.93

200. Amounts Paid by or in Behalf of Borrower:

201. Deposits or earnest money	
202. Principal amount of new loan(s)	149,000.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	

Adjustments for items unpaid by seller

210. City/town taxes	to	\$ 0.00
211. County taxes	to	\$ 0.00
212. Assessments	to	\$ 0.00
213. Other	to	\$ 0.00
214.		
215.		
216.		
217.		
218.		
219.		

220. Total Paid By/for Borrower \$149,000.00

300. Cash at Settlement From/to Borrower

301. Gross amount due from borrower (line 120)	\$152,600.93
302. Less amounts paid by/for borrower (line 220)	\$149,000.00
303. Cash ☒ from ☐ to Borrower	\$3,600.93

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller:

401. Contract sales price	\$ 0.00
402. Personal Property	
403.	
404.	
405.	

Adjustments for items paid by seller in advance

406. City/town taxes	to	\$ 0.00
407. County taxes	to	\$ 0.00
408. Assessments	to	\$ 0.00
409. Other	to	\$ 0.00
410.		
411.		
412.		
413.		

420. Gross Amount Due to Seller \$ 0.00

500. Reductions in Amount Due to Seller:

501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	\$ 0.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage	
505. Payoff of second mortgage	
506.	
507.	
508.	
509.	

Adjustments for items unpaid by seller

510. City/town taxes	to	\$ 0.00
511. County taxes	to	\$ 0.00
512. Assessments	to	\$ 0.00
513. Other	to	\$ 0.00
514.		
515.		
516.		
517.		
518.		
519.		

520. Total Reduction Amount Due Seller \$ 0.00

600. Cash at Settlement To/from Seller

601. Gross amount due to seller (line 420)	\$ 0.00
602. Less reductions in amount due seller (line 520)	\$ 0.00
603. Cash ☐ to ☐ from Seller	\$ 0.00

Substitute Form 1099 Seller Statement

The information in Blocks E, G, H, I & line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040). You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

(Seller)

(Seller)

L. Settlement Charges															
700. Total Sales/Broker's Commission: (based on price)										\$ 0.00	@	%	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement	
Division of Commission (line 700) as follows:															
701.															
702.															
703.	Commission paid at Settlement														
704.														\$ 0.00	
800.	Items Payable in Connection with Loan														
801.	Loan Origination Fee to Washington Mutual														
802.	Loan Discount												1117.50		
803.	Appraisal Fee to Washington Mutual Bank, FA														
804.	Credit Report												290.00		
805.	Lender's Inspection Fee														
806.	Mortgage Insurance Application Fee														
807.	Flood Determination Fee to Lerela Corp.														
808.	Tax Research/ Payment Service Fee to Washington Mutual Bank, FA												13.00		
809.	Tax Procurement/Tracking Fee to Transamerica												31.00		
810.	Property Update Fee to Landsafe												50.00		
811.	Premium Paid to Broker by Lender														
812.	Application Fee to Washington Mutual Bank, FA														
813.	Deposit by Borrower												330.00		
814.															
900.	Items Required by Lender to Be Paid in Advance														
901.	Interest from	3/22/05	to	4/1/05	@	\$	23.47	per day				234.701			
902.	Mortgage Insurance Premium for														
903.	Hazard Insurance Premium for														
904.															
905.															
1000.	Reserves Deposited with Lender														
1001.	Hazard Insurance										months @ \$	per month			
1002.	Flood Insurance										months @ \$	per month			
1003.	City property taxes										months @ \$	per month			
1004.	County property taxes										months @ \$	per month			
1005.	Annual assessments										months @ \$	per month			
1006.											months @ \$	per month	\$ 0.00		
1007.											months @ \$	per month	\$ 0.00		
1008.															
1009.	Aggregate Accounting Adjustment														
1100.	Title Charges														
1101.	Settlement/Closing fee to Diamond Title Agency												325.00		
1102.	Abstract/Title search to Diamond Title Agency												670.00		
1103.	Title examination														
1104.	Title insurance binder														
1105.	Document preparation														
1106.	Notary fees														
1107.	Attorney's fees														
	(includes above item numbers)														
1108.	Title Insurance to Diamond Title Agency												608.00		
	(includes above item numbers)														
1109.	Lender's coverage														
1110.	Owner's coverage														
1111.															
1112.	Preparation and Record Subordinations														
1113.	Payoffs (9)														
1200.	Government Recording and Transfer Charges														
1201.	Recording fees: Deed Mortgage Release										\$ 0.00		\$ 0.00		
1202.	City/county tax/stamps: Deed Mortgage										\$ 0.00				
1203.	State tax/stamps: Deed Mortgage										\$ 0.00				
1204.															
1205.															
1206.															
1300.	Additional Settlement Charges														
1301.	Survey														
1302.	Pest Inspection														
1303.															
1304.															
1305.															
1306.															
1307.															
1308.	1st Qtr Taxes - Due 2/1/05														
1400.	Total Settlement Charges (This Number Transfers to Lines 103 & 502 Above)										\$3,669.20		\$ 0.00		

CERTIFICATION
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Seller Carol Manigault Borrower
Seller _____ Borrower _____

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent 3/17/05 Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 1 of 7

Loan # 0690857267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
1288 TAFT RD
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
65	6/5/2010	6/5/2010	6/1/2010	\$-1,027.00	FIRE/HOMEOWNER		
	\$0.00	\$0.00	\$-1,027.00	\$0.00	\$0.00	\$137,511.37	\$220.48
64	6/1/2010	6/1/2010	6/1/2010	\$977.80	PAYMENT		
	\$209.61	\$659.91	\$108.28	\$0.00	\$0.00	\$137,511.37	\$1,247.48
63	5/1/2010	5/1/2010	5/1/2010	\$977.80	PAYMENT		
	\$208.61	\$660.91	\$108.28	\$0.00	\$0.00	\$137,720.98	\$1,139.20
62	4/1/2010	4/1/2010	4/1/2010	\$977.80	PAYMENT		
	\$207.61	\$661.91	\$108.28	\$0.00	\$0.00	\$137,929.59	\$1,030.92
61	3/1/2010	3/1/2010	3/1/2010	\$977.80	PAYMENT		
	\$206.62	\$662.90	\$108.28	\$0.00	\$0.00	\$138,137.20	\$922.64
60	2/1/2010	2/1/2010	2/1/2010	\$977.80	PAYMENT		
	\$205.64	\$663.88	\$108.28	\$0.00	\$0.00	\$138,343.82	\$814.36
59	1/2/2010	1/2/2010	1/1/2010	\$977.80	PAYMENT		
	\$204.66	\$664.86	\$108.28	\$0.00	\$0.00	\$138,549.46	\$706.08
58	12/1/2009	12/1/2009	12/1/2009	\$977.80	PAYMENT		
	\$203.68	\$665.84	\$108.28	\$0.00	\$0.00	\$138,754.12	\$597.80

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 2 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
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TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
57	11/2/2009	11/2/2009	11/1/2009	\$977.80	PAYMENT		
	\$202.71	\$666.81	\$108.28	\$0.00	\$0.00	\$138,957.80	\$489.52
58	10/1/2009	10/1/2009	10/1/2009	\$977.80	PAYMENT		
	\$201.74	\$667.78	\$108.28	\$0.00	\$0.00	\$139,160.51	\$381.24
55	9/5/2009	9/5/2009	9/1/2009	\$977.80	PAYMENT		
	\$200.78	\$668.74	\$108.28	\$0.00	\$0.00	\$139,362.25	\$272.96
54	8/1/2009	8/1/2009	8/1/2009	\$948.44	PAYMENT		
	\$199.82	\$669.70	\$78.92	\$0.00	\$0.00	\$139,563.03	\$164.68
53	7/1/2009	7/1/2009	7/1/2009	\$948.44	PAYMENT		
	\$198.87	\$670.65	\$78.92	\$0.00	\$0.00	\$139,762.85	\$85.76
52	6/5/2009	6/5/2009	6/1/2009	\$-1,098.00	FIRE/HOMEOWNER		
	\$0.00	\$0.00	\$-1,098.00	\$0.00	\$0.00	\$139,961.72	\$6.84
51	6/1/2009	6/1/2009	6/1/2009	\$948.44	PAYMENT		
	\$197.92	\$671.60	\$78.92	\$0.00	\$0.00	\$139,961.72	\$1,104.84
50	5/1/2009	5/1/2009	5/1/2009	\$948.44	PAYMENT		
	\$196.98	\$672.54	\$78.92	\$0.00	\$0.00	\$140,159.64	\$1,025.92

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 3 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
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TEANECK, NJ 07666-0000

Mailing Address:
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TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
49	4/1/2009	4/1/2009	4/1/2009	\$948.44	PAYMENT		
	\$196.04	\$673.48	\$78.92	\$0.00	\$0.00	\$140,356.62	\$947.00
48	3/2/2009	3/2/2009	3/1/2009	\$948.44	PAYMENT		
	\$195.10	\$674.42	\$78.92	\$0.00	\$0.00	\$140,552.66	\$868.08
47	2/5/2009	2/5/2009		\$25.00	NSF/REVERSAL FEE ASSESSED		
	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$140,747.76	\$789.16
46	2/5/2009	2/5/2009	2/1/2009	\$948.44	PAYMENT		
	\$194.17	\$675.35	\$78.92	\$0.00	\$0.00	\$140,747.76	\$789.16
45	2/5/2009	2/5/2009	2/1/2009	\$-948.44	RETURNED ITEM		
	\$-194.17	\$-675.35	\$-78.92	\$0.00	\$0.00	\$140,941.93	\$710.24
44	2/2/2009	2/2/2009	2/1/2009	\$948.44	PAYMENT		
	\$194.17	\$675.35	\$78.92	\$0.00	\$0.00	\$140,747.76	\$789.16
43	1/27/2009	1/27/2009		\$-43.48	LATE CHARGE WAIVED		
	\$0.00	\$0.00	\$0.00	\$-43.48	\$0.00	\$140,941.93	\$710.24
42	1/27/2009	1/5/2009	1/1/2009	\$948.44	PAYMENT		
	\$193.25	\$676.27	\$78.92	\$0.00	\$-948.44	\$140,941.93	\$710.24

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 4 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
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Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
41	1/27/2009	1/27/2009	1/1/2009	\$0.00	MISAPPLICATION REVERSAL		
	\$0.00	\$0.00	\$0.00	\$0.00	\$948.44	\$141,135.18	\$631.32
40	1/27/2009	1/27/2009	1/1/2009	\$-948.44	MISAPPLICATION REVERSAL		
	\$-948.44	\$0.00	\$0.00	\$0.00	\$0.00	\$141,135.18	\$631.32
39	1/8/2009	1/5/2009	1/1/2009	\$948.44	PRINCIPAL PAYMENT		
	\$948.44	\$0.00	\$0.00	\$0.00	\$-948.44	\$140,186.74	\$631.32
38	1/7/2009	1/7/2009		\$25.00	NSF/REVERSAL FEE ASSESSED		
	\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$141,135.18	\$631.32
37	1/7/2009	1/7/2009	1/1/2009	\$-948.44	RETURNED ITEM		
	\$-193.25	\$-676.27	\$-78.92	\$0.00	\$0.00	\$141,135.18	\$631.32
36	1/7/2009	1/7/2009	2/1/2009	\$0.00	MISAPPLICATION REVERSAL		
	\$0.00	\$0.00	\$0.00	\$0.00	\$948.44	\$140,941.93	\$710.24
35	1/7/2009	1/7/2009	2/1/2009	\$-948.44	MISAPPLICATION REVERSAL		
	\$-948.44	\$0.00	\$0.00	\$0.00	\$0.00	\$140,941.93	\$710.24
34	1/5/2009	1/5/2009	2/1/2009	\$948.44	PRINCIPAL PAYMENT		
	\$948.44	\$0.00	\$0.00	\$0.00	\$0.00	\$139,993.49	\$710.24

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 5 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
Current Escrow Balance: \$220.48
Current Principal Balance: \$137,511.37

Property Address:
1288 TAFT RD
TEANECK, NJ 07666-0000

Mailing Address:
1288 TAFT RD
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
33	1/2/2009	1/2/2009	1/1/2009	\$948.44	PAYMENT		
	\$193.25	\$676.27	\$78.92	\$0.00	\$0.00	\$140,941.93	\$710.24
32	12/1/2008	12/1/2008	12/1/2008	\$948.44	PAYMENT		
	\$192.33	\$677.19	\$78.92	\$0.00	\$0.00	\$141,135.18	\$631.32
31	11/1/2008	11/1/2008	11/1/2008	\$948.44	PAYMENT		
	\$191.41	\$678.11	\$78.92	\$0.00	\$0.00	\$141,327.51	\$552.40
30	10/1/2008	10/1/2008	10/1/2008	\$948.44	PAYMENT		
	\$190.50	\$679.02	\$78.92	\$0.00	\$0.00	\$141,518.92	\$473.48
29	9/2/2008	9/2/2008	9/1/2008	\$948.44	PAYMENT		
	\$189.59	\$679.93	\$78.92	\$0.00	\$0.00	\$141,709.42	\$394.56
28	8/7/2008	8/7/2008		\$-2,439.07	DISBURSEMENT TO MORTGAGOR		
	\$0.00	\$0.00	\$-2,439.07	\$0.00	\$0.00	\$141,899.01	\$315.64
27	8/1/2008	8/1/2008	8/1/2008	\$1,104.80	PAYMENT		
	\$188.68	\$680.84	\$235.28	\$0.00	\$0.00	\$141,899.01	\$2,754.71
26	7/29/2008	7/29/2008	6/1/2009	\$-947.00	FIRE/HOMEOWNER		
	\$0.00	\$0.00	\$-947.00	\$0.00	\$0.00	\$142,087.69	\$2,519.43

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 6 of 7

Loan # 0690657267
CAROL MANIGAULT

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TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
25	7/7/2008	7/7/2008	8/1/2008	\$2,748.28	HAZARD INSURANCE REFUND		
	\$0.00	\$0.00	\$2,748.28	\$0.00	\$0.00	\$142,087.69	\$3,466.43
24	7/7/2008	7/7/2008	8/1/2008	\$43.76	HAZARD INSURANCE REFUND		
	\$0.00	\$0.00	\$43.76	\$0.00	\$0.00	\$142,087.69	\$718.15
23	7/1/2008	7/1/2008	7/1/2008	\$1,104.80	PAYMENT		
	\$187.78	\$681.74	\$235.28	\$0.00	\$0.00	\$142,087.69	\$674.39
22	6/24/2008	6/24/2008	6/1/2008	\$-2,748.28	FIRE/HOMEOWNER		
	\$0.00	\$0.00	\$-2,748.28	\$0.00	\$0.00	\$142,275.47	\$439.11
21	6/2/2008	6/2/2008	6/1/2008	\$1,104.80	PAYMENT		
	\$186.89	\$682.63	\$235.28	\$0.00	\$0.00	\$142,275.47	\$3,187.39
20	5/1/2008	5/1/2008	5/1/2008	\$1,104.80	PAYMENT		
	\$186.00	\$683.52	\$235.28	\$0.00	\$0.00	\$142,462.36	\$2,952.11
19	4/1/2008	4/1/2008	4/1/2008	\$1,104.80	PAYMENT		
	\$185.11	\$684.41	\$235.28	\$0.00	\$0.00	\$142,648.36	\$2,716.83
18	3/1/2008	3/1/2008	3/1/2008	\$1,104.80	PAYMENT		
	\$184.23	\$685.29	\$235.28	\$0.00	\$0.00	\$142,833.47	\$2,481.55

CHASE HOME FINANCE LLC
Detailed Transaction History

Date: 6/10/2010
Pg. 7 of 7

Loan # 0690657267
CAROL MANIGAULT

Interest Rate: 5.75%
Payment Due Date: 7/1/2010
Monthly Payment Amt: \$869.52
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1288 TAFT RD
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1288 TAFT RD
TEANECK, NJ 076662827

Activity for Period 1/1/2008 - 6/9/2010

Reference #	Tran Date Principal Amt	Effective Date Interest Amt	Due Date Escrow Amt	Total Tran Amt Fees/Other Amt	Transaction Description Suspense Amt	Principal Bal	Escrow Bal
17	2/1/2008	2/1/2008	2/1/2008	\$1,104.80	PAYMENT		
	\$183.35	\$686.17	\$235.28	\$0.00	\$0.00	\$143,017.70	\$2,246.27
16	1/2/2008	1/2/2008	1/1/2008	\$1,104.80	PAYMENT		
	\$182.47	\$687.05	\$235.28	\$0.00	\$0.00	\$143,201.05	\$2,010.99

11561-721

WASHINGTON MUTUAL BANK, F.A.

LOAN HISTORY X-T-D INV C04 CAT 001 INV# 017816815 T13 12/31/05
PAGE 93632

LN# 0690657267 CAROL MANIGAULT

1288 TAFT RD

TEANECK

EMP 0 POPO
NJ 076660000 1522

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	CF M
147,734.43	.00	.00	.00	.00	2,705.00	.00	.00	.00	.00	01-01-06	.00	00 0

P & I 1ST	P&I 2ND	CO TAX	CITY TAX	HAZ INS	M I F	LIEN	BSC	A & R	LIFE	MISC	REP RES	TOT PAYMT	INT RATE	DT SM
869.52	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	869.52	.0575000	1 8

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL REG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR	PPD INT	PPD INT IND	GPM ORG
149,000	0	149,000.00	2		460 82 0567	0.00		0.00	0	0

ASSUM-DT XFER-DEED FRA-SEC/NUM LIP PAYOFF FC-TRK-SW IE-ACQ-RPT/DATE SALE-ID EXEMPT PLGD-LN PNT-OPT CALC-METH ELGC BNKRPCY CH/DT

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTS YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUSE	RI-HDR-SW	1ST-DUE-DT	REC STAT/COMPL DT
05-05		.00						

1098 CREDIT YTD/W-H	SW/W-H BALANCE	1098 CREDIT YTD/W-H	SW/W-H BALANCE	CONSTR CD	NO PURGE FLAG/YR	BNKRPT STAT	LAST DEF DUE
.00	.00	.00	.00				04-35

RSC-CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE
.00	.00			

DUN	PROC	TP	SQ	AMOUNT	PRINCIPAL	PRINCIPAL	INTEREST	ESCROW	ESCROW	ADVANCE	STATUS	STATUS	UNEARNED	OTHER	CFD
DATE	DATE	TR	NO	RECEIVED	PAID	BALANCE	PAID	PAID	BALANCE	BALANCE	AMOUNT	BALANCE	INT-BAL	AMOUNTS	DCT
05-05	03-23	1	42	1	.00	149000.00	149000.00	.00	.00	.00	.00	.00	.00	.00	1
04-05	03-23	1	70	2	234.70	.00	149000.00	234.70	.00	.00	.00	.00	.00	.00	1
05-03	05-11	1	71	1	869.52	155.56	148844.44	713.96	.00	.00	.00	.00	.00	.00	1
06-05	06-13	1	73	1	869.52	156.31	148688.13	713.21	.00	.00	.00	.00	.00	.00	1
06-05	06-23	3	51	1	CHECK #562692	.00	148688.13	2705.00	2705.00	.00	.00	.00	.00	.00	1
07-05	06-23	1	61	2	2705.00	.00	148531.07	712.46	.00	.00	.00	.00	.00	.00	1
07-05	07-18	1	71	1	869.52	157.06	148373.26	711.71	.00	.00	.00	.00	.00	.00	1
08-05	08-13	1	72	1	869.52	157.81	148214.70	710.96	.00	.00	.00	.00	.00	.00	1
09-05	09-02	1	71	1	869.52	158.56	148056.14	710.21	.00	.00	.00	.00	.00	.00	1

11561-721 WASHINGTON MUTUAL BANK, F.A. LOAN HISTORY Y-T-D INV C04 CAT 001 INV# 017816815 T13 12/31/05
 LOAN-NO (CONT'D) PAGE 93633

LN# 0690657267 CAROL MANIGAUDT EMP 0 POPO

DUE DATE	PROC DATE	TR	SQ	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS	CFD DCT
MPL-ID RW01															
10-15-05 L 75.10 AA															
11-05	11-16	1	72	1	869.52	160.09	147895.29	709.43	.00	.00	2705.00	.00	.00	.00	1
BATCH 825 EDIT-SEQ 065725															
MPL-ID RW01															
11-16-05 L 75.01 AA															
12-05	12-15	1	71	1	869.52	160.86	147734.43	708.66	.00	.00	2705.00	.00	.00	.00	1
BATCH 826 EDIT-SEQ 163204															
12-15-05 L 74.93 AA															
BATCH 6AP EDIT-SEQ 175675															
REQ-BY TOTALS				9,895.86			5,925.29				.00			601.71	
Y/E					1,265.57			2,705.00							

OTHER AMOUNT CODES:

A=FHA-PENALTY	G=SER=INTEREST-PAID TO POOL	K=INT-DUE-PD	P=ACCURED-IOE/IORE	U=REAPPLICATION-FEE	Y=BUD-FUND
B=BSC	H=PRE-AMT	L=PD-THRU-DT	R=UB-INT-AMT	V=ESCROW-ADVANCE	Z=RESTRICTED-ESCROW
C=235-FEE	I=A-H-PD	M=ADVANCE-EFF-DATE	S=CR-LIFE-AMT	W=SUSPENSE	DI=DEFERRED-INT-BAL
F=MISC	J=LIFE-PD	N=ADVANCE-MEMO-AMT	T=ORIG-FEE-AMT	X=REPLACEMENT-RESERVE	
AA=SER-YZE-PD	AB=DEFERRED-INT-PD	AC=LIFE-DEF-INT-PD	AD=CHECK-NO	AE=DEFERRED-INT-LTD-PD	AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE	AJ=DEF-INT-ADJ-FLAG	AK=ADV-AMT-RECD	AL=TRAN-SOURCE	AM=IOC-SPEC-INT-PD	AN=NON-REC-CORP-ADV
STAMP	AR=MTGR-REC-CORP-ADV	AS=PREV-POSTED	AT=3RD-REC-CORP-ADV	AY=ADJ YE 1098 IND	AZ=CHOICES-PD

11561-721

WASHINGTON MUTUAL BANK, F.A.

LOAN HISTORY Y-T-D INV C04 CAT 001 INV# 017816815 T13 12/30/06
PAGE 77777

LN# 0690657267 CAROL MANIGAULT 1288 TAFT RD TEANECK NJ 076660000 1522 EMP 0 POFO

1ST MTGE PRIN	2ND MTGE PRIN	ESC BAL	REST ESC	SUSPENSE	ADV BAL	REPL RES	HUD BAL	LC BAL	INT DUE	DUE DATE	HUD PRT	OF M
145,506.51	.00	1803.34	.00	.00	.00	.00	.00	.00	.00	01-01-07	.00	00 0
P & I 1ST	P&I 2ND	CO TAX	CITY TAX	H&Z INS	M I P	LIEN	BSC	A & H	LIFE	MISC	REP RES	TOT PAYMT
869.52	.00	.00	.00	225.42	.00	.00	.00	.00	.00	.00	.00	1094.93
OVER/SHORT	AMT											INT RATE
.01-												.0575000
1ST ORIG MTG	2ND ORIG MTG	PRIN BAL	BEG	INT IND	CAP FLAG	MTGR SSN	DEF INT BAL	PRIOR YR	PPD INT	PPD INT	IND	GPM ORG
149,000	0	147,734.43		2		460 82 0567	0.00		0.00	0		0
ASSUM-DT	XFER-DEED	FBA-SEC/NUM	LIP PAYOFF	FC-TAK-SW	YR-ACQ-RPT/DATE	SALE-ID	EXEMPT	FLGD-LN	PMT-OPT	CALC-METH	ELOC	ENRPTCY
12												CS/DT
PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG	YR	SUPPR-MICR-STMT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REG STAT/COMPL	DT		
12								05-05				
IOE CREDIT	YTD/W-H	SW/W-H	BALANCE	IOE CREDIT	YTD/W-H	SW/W-H	BALANCE	CONSTR CD	NO PURGE	FLAG/YR	ENRPT STAT	LAST DEF DUE
.00			.00	.00			.00					04-35
REC CORP ADV BAL	3RD REC CORP ADV BAL	FORECL WKST	CODE/REINSTATE	DATE	INIT ESC	STMT CODE	/ DATE	LOSS MIT	STATUS/COMPL	DATE		
.00	.00											
DUE PROC	TP	SQ	AMOUNT	PRINCIPAL	PRINCIPAL	INTEREST	ESCROW	ESCROW	ADVANCE	STATUS	STATUS	UNEARNED
DATE DATE	TR NO		RECEIVED	PAID	BALANCE	PAID	PAID	BALANCE	AMOUNT	BALANCE	IBT-BAL.	OTHER
01-06 01-13	1 73	1	4733.74	.00	147734.43	.00	.00	.00	2705.00	.00	.00	4733.74 W
01-06 01-17	1 70	1	.00	.00	147734.43	.00	4733.74	4733.74	2705.00	BATCH 598 EDIT-SEQ 494633 ACTION 1014	.00	01-13-06 L
01-06 01-17	1 68	2	.00	.00	147734.43	.00	2705.00-	2028.74	.00	BATCH 588 EDIT-SEQ 254522	.00	4733.74-W
01-06 01-17	1 52	3	.00	.00	147734.43	.00	.00	2028.74	.00	BATCH 588 EDIT-SEQ 254522	.00	01-13-06 L
01-06 02-02	1 32	1	.00	.00	147734.43	.00	.00	2028.74	.00	BATCH 588 EDIT-SEQ 254522	.00	2705.00 V
01-06 02-02	1 73	2	869.52	161.63	147572.80	707.89	.00	2028.74	.00	BATCH \$1X EDIT-SEQ 605460	.00	43.48- 11
02-06 02-14	1 72	1	225.42	.00	147572.80	.00	.00	2028.74	.00	BATCH 896 EDIT-SEQ 326034	.00	43.48 311
02-06 02-16	1 73	1	1094.94	162.40	147410.40	707.12	225.42	2254.16	.00	BATCH 896 EDIT-SEQ 326034	.00	02-02-06 L
03-06 02-17	1 75	1	.00	225.42	147184.98	.00	.00	2254.16	.00	BATCH 896 EDIT-SEQ 326034	.00	74.85 AA
										BATCH 6F4 EDIT-SEQ 080150 ACTION 1MP8	.00	225.42 W
										BATCH 899 EDIT-SEQ 220581	.00	02-13-06 L
											.00	74.77 AA
											.00	02-16-06 L
											.00	1

11561-721
LOAN-NO (CONT'D)

WASHINGTON MUTUAL BANK, F.A.

LOAN HISTORY Y-T-D INV C04 CAT 001 INV# 017816815 T13 12/30/06
PAGE 77778

LN# 0690657267 CAROL MANIGAULT

EMP 0 POFO

DUE DATE	PROC DATE	TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER AMOUNTS DCT	CFD
03-06	03-01	1	71	1	1094.94	164.26	147020.72	705.26	225.42	2479.58	.00	.00	.00	.00	1
BATCH 839 EDIT-SEQ 166957															
03-01-06	L													74.57	AA
04-06	04-01	1	71	1	1094.94	165.05	146895.67	704.47	225.42	2705.00	.00	.00	.00	.00	1
BATCH 901 EDIT-SEQ 999999															
04-01-06	L													74.49	AA
05-06	05-01	1	71	1	1094.94	165.84	146689.83	703.68	225.42	2930.42	.00	.00	.00	.00	1
BATCH 901 EDIT-SEQ 999999															
05-01-06	L													74.41	AA
06-06	06-01	1	71	1	1094.94	166.63	146523.20	702.89	225.42	3155.84	.00	.00	.00	.00	1
BATCH 901 EDIT-SEQ 999999															
06-01-06	L													74.32	AA
06-06	06-22	3	51	1	CHECK #574734			2705.00-	450.84						
07-06	07-01	1	71	1	1094.94	167.43	146355.77	702.09	225.42	676.26	.00	.00	.00	.00	1
BATCH 901 EDIT-SEQ 999999															
07-01-06	L													74.24	AA
08-06	08-01	1	71	1	1094.94	168.23	146187.54	701.29	225.42	901.68	.00	.00	.00	.00	1
BATCH 901 EDIT-SEQ 999999															
08-01-06	L													74.15	AA
09-06	09-01	1	71	1	1094.94	169.04	146018.50	700.48	225.42	1127.10	.00	.00	.00	.00	1
BATCH 901 EDIT-SEQ 999999															
09-01-06	L													74.07	AA
10-06	10-02	1	71	1	1094.94	169.85	145848.65	699.67	225.42	1352.52	.00	.00	.00	.00	1
BATCH 901 EDIT-SEQ 999999															
10-02-06	L													73.98	AA
11-06	11-01	1	71	1	1094.93	170.66	145677.99	698.86	225.41	1577.93	.00	.00	.00	.00	1
BATCH 901 EDIT-SEQ 999999															
11-01-06	L													73.90	AA
12-06	12-01	1	71	1	1094.93	171.48	145506.51	698.04	225.41	1803.34	.00	.00	.00	.00	1
BATCH 901 EDIT-SEQ 999999															
12-01-06	L													73.81	AA
BATCH 901 EDIT-SEQ 999999															
														73.81	AA

11561-721 WASHINGTON MUTUAL BANK, F.A. LOAN HISTORY Y-T-D INV C04 CAT 001 INV# 017816815 T13 12/30/86
 LOAN-NO (CONT'D) 0690657267 PAGE 77779

REQ-BY TOTALS	17,873.00	2,227.92	8,431.74	4,508.34	.00	3,596.56
Y/E						

OTHER AMOUNT CODES:
 A=FHA-PENALTY G=SER-INTEREST-PAID TO POOL N=INT-DUR-PD P=ACCRUED-IOE/IORE U=REAPPLICATION-FEE Y=SUB-FUND
 B=BSC H=FEE-AMT L=PD-THRU-DT R=UE-INT-AMT V=ESCROW-ADVANCE Z=RESTRICTED-ESCROW
 C=235-FEE I=A-H-PD M=ADVANCE-EFF-DATE S=CR-LIFE-AMT W=SUSPENSE DI=DEFERRED-INT-BAL
 F=MISC J=LIFE-PD N=ADVANCE-MEMO-AMT T=ORIG-FEE-AMT X=REPLACEMENT-RESERVE
 AA=SER-FEE-PD AB=DEFERRED-INT-PD AC=LIFE-DEF-INT-PD AD=CHECK-NO AE=DEFERRED-INT-LTD-PD AF=LIFE-DEFERRED-INT-LTD-PD
 AG=SUB-CODE AJ=DEF-INT-ADJ-FLAG AK=ADV-AMT-RECD AL=TRAN-SOURCE AM=IOC-SPEC-INT-PD AN=NON-REC-CORP-ADV AP=DATE-STAMP AQ=TIME-STAMP
 AR=MYGR-REC-CORP-ADV AS=PREV-POSTED AT=3RD-REC-CORP-ADV AY=ADJ YR 1098 IND AZ=CHOICES-PD
 FEE CODES: 1=LATE-CHARGE 2=BAD-CK-FEE 3=CHG-OWNER 4=ELOC-FEEY-ADJ YR 1098 IND A2=CHOICES-PD

LOAN HISTORY Y-T-D INV C04 CAT 001 INV# 017816815 T13 12/31/07
PAGE 30598

EMP 0 POFO
NJ 076660000 1522

[illegible]

1ST ORIG MTG	2ND ORIG MTG	PRIN BAL BEG	INT IND	CAP FLAG	MTGR SBN	DEF INT BAL	PRIOR YR PPD INT	PPD INT IND	GFM ORG
149,000	0	145,506.51	2		460 82 0567	0.00	0.00	0	0

ASSUM-DT XFER-DEED FHA-SEC/NUM LIP PAYOFF FC-TRK-SW YE-ACQ-RPT/DATE SALE-ID EXEMPT PLGD-LN PMT-OPT CALC-METH ELOC BNRKPCY CH/DT

PMT PERIOD	1098-DET-HIST	POINTS-PAID/RPTG YR	SUPPR-MICR-SINT	DI-NOT-RPT-YR	REAS CAUS	RI-HDR-SW	1ST-DUE-DT	REC STAT/COMPL DT
12		.00					05-05	

ICE CREDIT YTD/W-E	SW/W-E	BALANCE	IORE CREDIT YTD/W-E	SW/W-E	BALANCE	CONSTR CD	NO PURGE FLAG/YR	ENKPT STAT	LAST DEF DUE
.00		.00	.00		.00				04-35

REC CORP ADV BAL .00	3RD REC CORP ADV BAL .00	FORECL WKST CODE/REINSTATE DATE	INIT ESC STMT CODE / DATE	LOSS MIT STATUS/COMPL DATE

DUE DATE	PROC DATE	TR	SQ NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL.	OTHER CFB AMOUNTS DCT
01-07	01-02	1	71	1	1094.93	172.30	145334.21	697.22	225.41	1803.34 2028.75	.00 .00	.00 .00	.00 .00	
														01-02-07 L 73.72 AA
02-07	02-01	1	71	1	1094.93	173.13	145161.08	696.39	225.41	2254.16	.00	BATCH 901 EDIT-SEQ 999999 .00	.00	
														02-01-07 L 73.64 AA
03-07	03-01	1	71	1	1094.93	173.96	144987.12	695.56	225.41	2479.57	.00	BATCH 901 EDIT-SEQ 999999 .00	.00	
														03-01-07 L 73.55 AA
04-07	04-02	1	71	1	1094.93	174.79	144812.33	694.73	225.41	2704.98	.00	BATCH 901 EDIT-SEQ 999999 .00	.00	
														04-02-07 L 73.46 AA
05-07	05-02	1	71	1	1094.93	175.63	144636.70	693.89	225.41	2930.39	.00	BATCH 901 EDIT-SEQ 999999 .00	.00	
														05-02-07 L 73.37 AA
06-07	06-01	1	71	1	1094.94	176.47	144460.23	693.05	225.42	3155.81	.00	BATCH 901 EDIT-SEQ 999999 .00	.00	
														06-01-07 L 73.28 AA
06-07	06-22	3	51	1	CHECK #458921			2732.34-	403.47		BATCH 901 EDIT-SEQ 999999			
07-07	07-02	1	71	1	1094.94	177.31	144282.92	692.21	225.42	628.89	.00	PAYEE CD 7005SE .00	.00	
														07-02-07 L 73.19 AA

I1561-721

LOAN-NO (CONT'D)

WASHINGTON MUTUAL BANK, F.A.

LOAN HISTORY Y-T-D INV C04 CAT 001 INV# 017816815 T13 12/31/07

PAGE 30589

LN# 0690657267 CAROL MANIGAULT

EMP 0 POF0

DOE DATE	PROC DATE	TP	SO	TR NO	AMOUNT RECEIVED	PRINCIPAL PAID	PRINCIPAL BALANCE	INTEREST PAID	ESCROW PAID	ESCROW BALANCE	ADVANCE BALANCE	STATUS AMOUNT	STATUS BALANCE	UNEARNED INT-BAL	OTHER AMOUNTS	CFD DCT
08-07	08-01	1	71	1	1094.94	178.16	144104.76	691.36	225.42	854.31	.00	BATCH 901	EDIT-SEQ 999999	.00	.00	1
															08-01-07 L	73.10 AA
09-07	09-01	1	71	1	1094.94	179.02	143925.74	690.50	225.42	1079.73	.00	BATCH 901	EDIT-SEQ 999999	.00	.00	1
															09-01-07 L	73.01 AA
10-07	10-01	1	71	1	1094.94	179.88	143745.86	689.64	225.42	1305.15	.00	BATCH 901	EDIT-SEQ 999999	.00	.00	1
															10-01-07 L	72.92 AA
11-07	11-01	1	71	1	1104.80	180.74	143565.12	688.78	235.28	1540.43	.00	BATCH 901	EDIT-SEQ 999999	.00	.00	1
															11-01-07 L	72.83 AA
12-07	12-01	1	71	1	1104.80	181.60	143383.52	687.92	235.28	1775.71	.00	BATCH 901	EDIT-SEQ 999999	.00	.00	1
															12-01-07 L	72.74 AA
												BATCH 901	EDIT-SEQ 999999			
REQ-BY TOTALS					13,158.95			8,311.25				.00				878.81
Y/E						2,122.99				2,724.71						

OTHER AMOUNT CODES:

A=FHA-PENALTY	G=SER=INTEREST-PAID TO POOL	K=INT-DUR-PD	P=ACCRUED-IOE/IORE	U=REAPPLICATION-FEE	Y=HUD-FUND
B=BSC	H=FEE-AMT	L=PD-THRU-DT	R=UE-INT-AMT	V=ESCROW-ADVANCE	Z=RESTRICTED-ESCROW
C=235-FEE	I=A-H-PD	M=ADVANCE-EFF-DATE	S=CR-LIFE-AMT	W=SUSPENSE	DI=DEFERRED-INT-BAL
F=MISC	J=LIFE-PD	N=ADVANCE-MEMO-AMT	T=ORIG-FEE-AMT	X=REPLACEMENT-RESERVE	
AA=SER-FEE-PD	AB=DEFERRED-INT-PD	AC=LIFE-DEF-INT-PD	AD=CHECK-NO	AE=DEFERRED-INT-LTD-PD	AF=LIFE-DEFERRED-INT-LTD-PD
AG=SUB-CODE	AJ=DEF-INT-ADJ-FLAG	AK=ADV-AMT-RECD	AL=TRAN-SOURCE	AM=IOC-SPEC-INT-PD	AN=NON-REC-CORP-ADV
STAMP	AR=MTGR-REC-CORP-ADV	AS=PREV-POSTED	AT=3RD-REC-CORP-ADV	AY=ADJ YR 1099 IND	AZ=CHOICES-PD
FEE CODES:	1=LATE-CHARGE	2=BAD-CK-FEE	3=CHG-OWNER	\$=ELOC-FEEY-ADJ YR 1099 IND	AZ=CHOICES-PD

STATE OF SOUTH CAROLINA

COUNTY OF: CHARLESTON

IN THE MATTER OF: ESTATE OF ANDREW
MANIGAULT

)

)

)

)

)

)

IN THE PROBATE COURT

10 SEP 15 PM 2:29

PROOF OF DELIVERY

CASE NUMBER: 2010-ES-10-0413

On the 15th day of September, 2010, I mailed or delivered the following document, Statement of Creditor's Claim.

- ☐ A copy of which is attached hereto and incorporated herein, or
☒ The original of which is on file with the court and incorporated herein,

Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery ☒ ordinary first class mail
☐ certified mail ☐ registered mail

to each of the following persons at the address shown:

NAME	ADDRESS
Morris Ellison, Personal Representative of the Estate of Andrew Manigault	P.O. Box 999, Charleston, SC 29402-0999

SWORN to before me this 15th day of

September, 20 10

J. Manigault
Notary Public for South Carolina
My Commission Expires 4-17-2018

Signature: [Signature]

Name: Karen M. DeJong

Address: 1100 Queensborough Blvd., Ste. 101
Mt. Pleasant, SC 29464

Telephone (O): 843-216-6161

(H): 843-216-1119

E-mail: _____

Signature: _____

Name: _____

Address: _____

Telephone (O): _____

(H): _____

E-mail: _____

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN RE: THE ESTATE OF ANDREW
MANIGAULT,

CAROL MANIGAULT,

Petitioner,

vs.

MORRIS ELLISON, ESQ., as
Personal Representative of the Estate
of Andrew Manigault,

Respondent.

IN THE PROBATE COURT

CASE NO: 2010-ES-10-0413

**MOTION TO ALTER OR
AMEND JUDGMENT**

APR 24 PM 1:22

Pursuant to Rule 59(d), Petitioner requests this Court to Reconsider, Alter or Amend its' Order Granting Summary Judgment on behalf of Respondent, signed by Hon. Tamara C. Curry, Associate Probate Judge, Charleston County, South Carolina and dated April 7, 2017.

1. A filed copy of the Order Granting Summary Judgment has not been received by Petitioner's attorney.
2. A copy of the signed Order Granting Summary Judgment was received by Petitioner's attorney on Tuesday, April 18, 2017. See copy of Order and Mailing Envelope attached hereto as **Exhibit A**.
3. Pursuant to Rule 59(e), a motion to alter or amend the judgment shall be served not later than ten (10) days after receipt of written notice of the entry of the order.
4. Petitioner's Motion to Alter or Amend the Judgment is timely served as it will be served prior to April 28, 2017. See Affidavit of Kelly Confer attached hereto as **Exhibit B**.

5. Petitioner files this Motion without waiving and specifically reserving all rights to appeal any and all findings, conclusions, and results of the Order referred to herein despite the fact that she may not raise all objections to such findings, conclusions, and results in this Motion.
6. Petitioner files this Motion to give Judge Tamara Curry the opportunity to alter, amend or reconsider her Order based upon the reasons herein or to comment upon issues which should have been ruled upon but were not.
7. Petitioner believes that any attempted good faith attempt with the opposing party to resolve the matters herein would serve no useful purpose.
8. Petitioner respectfully requests the Order be vacated, reconsidered, altered or amended for the reasons below.

**S.C. CODE §62-3-806(a) (1988)(Amended 2013) IS ERRONEOUSLY
INTERPRETED**

9. The Court found that “It is the responsibility of the Personal Representative to notify the claimant if a claim is disallowed. S.C. Code §62-3-806(a) (1988) (Amended 2013). “ The Court further found that in the Reporter’s Comments to Section 62-3-806, “failure of a personal representative to mail notice of his action within thirty days after the claim filing period has expired *constitutes a notice of disallowance with warning of the impending bar.* (emphasis added).

S.C. Code §62-3-806(a) states that as to claims presented in the manner described in Section 62-3-804(1) within the time limit prescribed in Section 62-3-803, within sixty days after the presentment of claim, or within fourteen months after the death of the decedent, whichever is later, the personal representative MUST serve upon the claimant a notice stating the claim has been allowed or

disallowed, in whole or in part. (Emphasis added).

10. The Court ruled in its' Order Granting Summary Judgment that the Petitioner had timely filed two creditors claims, on September 15, 2010 and November 17, 2010, well within the applicable one-year time period.

11. The Personal Representative then had 60 days after the presentment of the claim or 14 months after the decedent's death, whichever was later, to serve upon Petitioner a notice stating the claim has been allowed or disallowed.

12. Decedent passed away on March 5, 2010. The Personal Representative, Respondent, had until May 5, 2011 to serve Petitioner with a Disallowance of the Claims.

13. Respondent did not mail the Disallowance to the Petitioner's attorney until January 25, 2016 and January 20, 2016, years past the deadline date of the statute.

14. The Court's ruling that if a personal representative does not file a disallowance within the statutory time period, that that failure constitutes a notice of disallowance is a direct contradiction of the statute set forth above with its' specific time limits and the Court's reasoning is erroneous.

**THE REPORTER'S COMMENTS
ARE OPINIONS ONLY AND SHOULD NOT BE GIVEN
THE WEIGHT OF A PUBLISHED COURT DECISION**

15. The Court cites the "Reporter's Comments to Section 62-3-806" as set forth in Paragraph 9 above, as its' basis for granting Summary Judgment in favor of the Respondent.

16. Reporter's Comments are opinions only and should not be used as the sole source in reaching a legal conclusion and this reference should be considered as overreaching, at the very least.

17 APR 24 PM 1:33

**PETITIONER'S CLAIMS AGAINST THE ESTATE
ARE BASED UPON A FOREIGN JUDGMENT TIMELY
FILED WITH THE CHARLESTON COUNTY PROBATE COURT
IN 2010.**

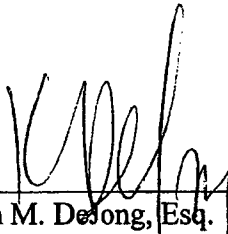
17. S.C. Code §62-3-806(c) states that a judgment in a proceeding in another court against a personal representative to enforce a claim against a decedent's estate is an allowance of the claim.

18. At the time of the filing of the Foreign Judgment in 2010 and until today's date, Respondent has not challenged nor objected to the Judgment's validity.

19. Regardless, the Court did not have the authority to grant summary judgment to the Respondent since the Petitioner's claims are based upon a judgment from New Jersey which was properly filed with the Charleston County Probate Court in 2010.

20. Petitioner's two Claims must be allowed in accordance with the above cited statute.

Dated: April 24, 2017



Karen M. DeJong, Esq.
DeJong Law Firm, LLC
272 West Coleman Blvd., Ste. 200
Mount Pleasant, SC 29464-5652
(843) 216-6161
Attorney for Petitioner

EXHIBIT A

203

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN RE: THE ESTATE OF ANDREW
MANIGAULT,
CAROL MANIGAULT,

Petitioner,

vs.

MORRIS ELLISON, ESQ., as
Personal Representative of the Estate
of Andrew Manigault,

Respondent.

IN THE PROBATE COURT

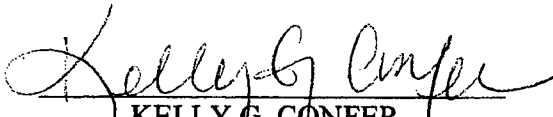
CASE NO: 2010-ES-10-0413

AFFIDAVIT OF KELLY G. CONFER

17 APR 24 PM 1:33
CLERK OF COURT

After being duly sworn, I testify as follows based upon personal knowledge:

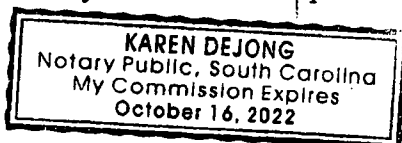
1. My name is Kelly G. Confer and I am a paralegal with the DeJong Law Firm, LLC.
2. It is my responsibility to retrieve the mail from the office post box on a daily basis.
3. On April 18, 2017, I collected the mail from the mailbox. One of the envelopes was from the Charleston County Probate Court.
4. I opened the envelope and at that time, I found a signed copy of Judge Curry's Order Granting Summary Judgment.


KELLY G. CONFER

Sworn to before me this 24th day
Of April

Notary Public of S.C.

My Commission Expires: 10-16-2022



204

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF:
THE ESTATE OF ANDREW MANIGAULT
(Decedent)
CAROL MANIGAULT

Appellant(s),

vs.

MORRIS ELLISON, ESQ., AS PERSONAL
REPRESENTATIVE FOR THE ESTATE OF
ANDREW MANIGAULT

Respondent(s).

IN THE CIRCUIT COURT

Appeal from Probate Court for CHARLESTON
County

CASE NUMBER: 2010-ES-0413

NOTICE OF INTENT TO APPEAL TO
CIRCUIT COURT

Pursuant to SCPC 62-1-308, Appellant hereby provides his/her/its Notice of Appellant's Intent to Appeal the Order/Sentence/Decree of the Probate Court dated June 1, 2017. Said Order/Sentence/Decree was received by the Appellant or Appellant's counsel on June 14, 2017. A copy of said Final Order is attached.

SWORN to before me this 16th
day of June, 2017.

Notary Public for: South Carolina

My Commission Expires: 10/5/22

Respectfully submitted,

Signature:

Print Name:

Address:

Telephone (Work):

(Home):

(Cell):

Email:

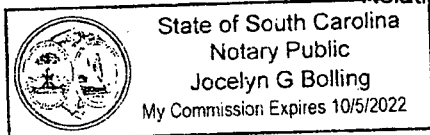
Relationship to Decedent/Estate:

Attorney:

Address:

Telephone:

Email:

**IMPORTANT:**

1. This Notice must be filed with the Probate Court, the Circuit Court, and all parties not in default within ten (10) days after receipt of written notice of the appealed-from order, sentence, or decree of the Probate Court. Parties must comply with requirements set forth in SCPC 62-1-308.
2. This form is not intended for appeals other than appeals to the County Circuit Court. An Appeal to a Court other than the County Circuit Court must follow SCPC 62-1-308(I) and the South Carolina Appellate Court Rules, as applicable.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CAROLINE MANIGAULT

Plaintiff(s)

vs.

ESTATE of ANDREW MANIGAULT

Defendant(s)

Submitted By: KAREN DEJONG

Address: 272 W. COLEMAN BLVD

MT. PLEASANT, SC
29964

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2017 -CP- 10 - 3110

SC Bar #: 79699

Telephone #: (843) 216-6161

Fax #:

Other:

E-mail:

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
- ☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts	Torts - Professional Malpractice	Torts - Personal Injury	Real Property
☐ Constructions (100)	☐ Dental Malpractice (200)	☐ Conversion (310)	☐ Claim & Delivery (400)
☐ Debt Collection (110)	☐ Legal Malpractice (210)	☐ Motor Vehicle Accident (320)	☐ Condemnation (410)
☐ General (130)	☐ Medical Malpractice (220)	☐ Premises Liability (330)	☐ Foreclosure (420)
☐ Breach of Contract (140)	Previous Notice of Intent Case #	☐ Products Liability (340)	☐ Mechanic's Lien (430)
☐ Fraud/Bad Faith (150)	20 <u>-NI-</u>	☐ Personal Injury (350)	☐ Partition (440)
☐ Failure to Deliver/ Warranty (160)	☐ Notice/ File Med Mal (230)	☐ Wrongful Death (360)	☐ Possession (450)
☐ Employment Discrim (170)	☐ Other (299)	☐ Assault/Battery (370)	☐ Building Code Violation (460)
☐ Employment (180)		☐ Slander/Libel (380)	☐ Other (499)
☐ Other (199)		☐ Other (399)	
Inmate Petitions	Administrative Law/Relief	Judgments/Settlements	Appeals
☐ PCR (500)	☐ Reinstate Drv. License (800)	☐ Death Settlement (700)	☐ Arbitration (900)
☐ Mandamus (520)	☐ Judicial Review (810)	☐ Foreign Judgment (710)	☐ Magistrate-Civil (910)
☐ Habeas Corpus (530)	☐ Relief (820)	☐ Magistrate's Judgment (720)	☐ Magistrate-Criminal (920)
☐ Other (599)	☐ Permanent Injunction (830)	☐ Minor Settlement (730)	☐ Municipal (930)
	☐ Forfeiture-Petition (840)	☐ Transcript Judgment (740)	☒ Probate Court (940)
	☐ Forfeiture-Consent Order (850)	☐ Lis Pendens (750)	☐ SCDOT (950)
	☐ Other (899)	☐ Transfer of Structured Settlement Payment Rights Application (760)	☐ Worker's Comp (960)
Special/Complex /Other		☐ Confession of Judgment (770)	☐ Zoning Board (970)
☐ Environmental (600)	☐ Pharmaceuticals (630)	☐ Petition for Workers Compensation Settlement Approval (780)	☐ Public Service Comm. (990)
☐ Automobile Arb. (610)	☐ Unfair Trade Practices (640)	☐ Other (799)	☐ Employment Security Comm (991)
☐ Medical (620)	☐ Out-of State Depositions (650)		
☐ Other (699)	☐ Motion to Quash Subpoena in an Out-of-County Action (660)		
☐ Sexual Predator (510)	☐ Pre-Suit Discovery (670)		
☐ Permanent Restraining Order (680)			

Submitting Party Signature:

Karen DeJong

Date: 6-16-17

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCPP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA	)	IN THE CIRCUIT COURT
	)	
COUNTY OF CHARLESTON	)	APPEAL FROM PROBATE COURT FOR CHARLESTON
	)	COUNTY, CASE NO. 17-CP-10-3110
IN THE MATTER OF:	)	
THE ESTATE OF ANDREW MANIGAULT	)	CASE NUMBER 2010-ES-10-0413
(Decedent)	)	
CAROL MANIGAULT,	)	STATEMENT OF ISSUES ON APPEAL
	)	
Appellant,	)	
	)	
Vs.	)	
	)	
MORRIS ELLISON, ESQ., AS PERSONAL	)	
REPRESENTATIVE FOR THE ESTATE	)	
OF ANDREW MANIGAULT,	)	
	)	
Respondent.	)	

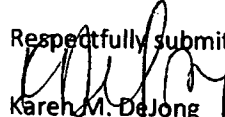
FILED
2017 JUL 28 PM 12:53
JULIE J. ARMSTRONG
CLERK OF COURT

Pursuant to S.C. Probate Court Rules, Section 62-1-308(b), Appellant provides the Statement of Issues on Appeal as follows:

- I. DID THE PROBATE COURT ERR IN DENYING APPELLANT'S MOTION TO ALTER/AMEND JUDGMENT BECAUSE THE COURT DID NOT RULE ON THE APPELLANT'S FOREIGN JUDGMENT CLAIM IN ITS' ORDER GRANTING SUMMARY JUDGMENT AGAINST THE APPELLANT?
- II. DID THE PROBATE COURT ERR IN DENYING APPELLANT'S MOTION TO ALTER/AMEND JUDGMENT BECAUSE THE COURT DISREGARDED THE STATUTE OF LIMITATION AS SET FORTH IN S.C. CODE §62-3-806(a) IN ITS' ORDER GRANTING SUMMARY JUDGMENT AGAINST THE APPELLANT?
- III. DID THE PROBATE COURT ERR IN DENYING APPELLANT'S MOTION TO ALTER/AMEND JUDGMENT BECAUSE THE COURT CITED A "REPORTER'S COMMENT" AFTER S.C. CODE §62-3-806 AS ITS' PRIMARY AUTHORITY IN ITS' ORDER GRANTING SUMMARY JUDGMENT AGAINST THE APPELLANT?

Mt. Pleasant, SC
Dated: July 27, 2017

Respectfully submitted,


Karen M. DeJong
DeJong Law Firm, LLC
272 West Coleman Blvd., Ste. 200
Mount Pleasant, SC 29464-5652

Tel. No. 843-216-6161
karen@dejonglawfirm.com
Bar No. 70699
Attorney for Appellant

STATE OF SOUTH CAROLINA)
)
COUNTY OF: CHARLESTON)
)
IN THE MATTER OF:)
THE ESTATE OF ANDREW MANIGAULT)
(Decedent))

CIRCUIT
IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2010-ES-0413

On the 27 day of July, 2017, I mailed or delivered the following document(s):

Statement of Issues on Appeal

- ☒ A copy of which is attached hereto and incorporated herein, or
☐ The original of which is on file with the Court.

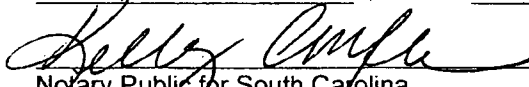
Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery ☒ ordinary first-class mail
☐ certified mail ☐ registered mail
☐ commercial delivery ☐ electronic message (Article 7, Trust matters only)

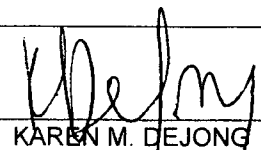
to each of the following persons at the address shown:

NAME	ADDRESS
SEE ATTACHED LIST	

SWORN to before me this 27 day of
JULY, 2017


Notary Public for South Carolina
My Commission Expires April 19, 2027

Relationship to
Decedent/Estate:

Signature: 
Print Name: KAREN M. DEJONG
Address: 272 WEST COLEMAN BLVD., SUITE 200
MOUNT PLEASANT, SC 29464
Telephone (Work): 843 216 6161
(Home): _____
(Cell): _____
E-mail: KAREN@DEJONGLAWFIRM.COM
ATTORNEY FOR APPELLANT CAROL
MANIGAULT

2017-CP-10-3110

CERTIFICATE OF MAILING

I hereby certify that a copy of the foregoing document was mailed, by first class mail on July 27, 2017

Carrie Greene
1927 Old Collins Creek Road
McClellanville, SC 29458

Rebecca Williams
1119 McKean Avenue
Baltimore MD 21217

Rebecca Manigault Green
PO Box 463
Awendaw, SC 29429

Jerome Manigault
PO Box 283
Awendaw, SC 29429

Kevin Manigault
PO Box 291
Awendaw, SC 29429

Eileen Walker
c/o Mikaela Walker, P.R.
7518 Abbington Drive
Oxon Hill, MD 20745

Devora Manigault Lee
2218 Riggs Avenue
Baltimore MD 21216

Dialysis Clinic, Inc.
1411 King Street
Charleston, SC 29403

Carolina Crawler Equipment of Charleston Inc.
c/o Nettles Law Office, LLC
67 Broad Street, 2nd Floor
Charleston, SC 29401

Henry Palmer
1538 Evelina Street
Mt. Pleasant, SC 29464

Resurgent Capital
c/o Simm Associates
800 Pencader Drive

Janet Walker
9200 Edwards Way, Apt. #202
Adelphi MD 20783

Kenneth Walker
1120 Westfield Drive
Oxon Hill, MD 20745

Donald Cave
c/o John Manigault
3206 John Bartram Place
Mt. Pleasant, SC 29466

Mr. John Manigault
Mr. Robert Manigault
c/o Capers G. Barr, III, Esquire
Barr, Unger & McIntosh, LLC
PO Box 1037
Charleston, SC 29402

Lorraine Manigault
470 Lenox Avenue, Apt. #11D
New York, NY 10037

Carl Manigault, Jr.
12213 Fontana Run, Apt. #103
Richmond, VA 23235

Cordell Manigault
104 Neptune Court
Bronx, NY 10473

R. David Chard, Esquire
2050 Spaulding Dr., Suite 2
N. Charleston, SC 29406

Clawson & Staubes, LLC
126 Seven Farms Dr., Suite 200
Charleston, SC 29492-8144

George Dais
2390 Baker Hospital Blvd., Apt. H101
North Charleston, SC 29405

Estate of Neal Baker
c/o Elizabeth M. Baker, PR
74 Rebellion Road

FILED
2017 JUL 28 PM 12:53
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Newark, DE 19702

Estate of Neal Baker
c/o Paul M. Lynch, Esquire
Moore & Van Allen
78 Wentworth Street
Charleston, SC 29401

Ben Coker
Elliott Locklear
c/o Ashley Engineering and Surveying Inc.
306 Sangaree Parkway
Summerville, SC 29483

Inheritance and Probate Funding LP
18 Commons Court
Isle of Palms SC 29451

Ciao Bella Inc.
650 Hannah Park Lane
St. Augustine, FL 32095

Commercial Real Estate Capital Inc.
Billie Attaway, President
PO Box 302
Mt. Pleasant, SC 29465

John J. Dodds III Esquire
Cisa & Dodds LLP
858 Lowcountry Blvd., Suite 101
Mt. Pleasant, SC 29464

S.E.A. Mortgage REIT Inc.
Attn: Guido Evangelista, Director
18 Commons Court
Isle of Palms, SC 29451

Charleston, SC 29407

David Stern
147 Tradd Street
Charleston, SC 29401

Mullet Enterprise LLC
676 Leader Lane
Mt. Pleasant, SC 29464

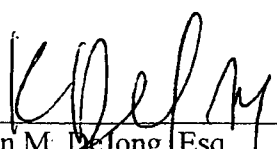
Ciao Bella Inc.
49 Morgan Place Drive
Isle of Palms, SC 29451

Opportunity Investment Capital Inc.
Billie Attaway, Jr.
Founder/CEO
PO Box 302
Mt. Pleasant, SC 29465

Peter A Kouten Esquire
Kouten Law Firm LLC
PO Box 340
Johns Island SC 29457

Coastal Maritime Leasing LLC
Attn: Mark Beasenburg
676 Leader Lane
Mt. Pleasant, SC 29464

Graeme F. Philp, Esquire
Laurel R.S. Blair Esquire - *OVERNIGHT MAIL*
Morris A. Ellison, Esquire
PO Box 999
Charleston, SC 29402-0999


Karen M. DeJong, Esq.
DeJong Law Firm, LLC
272 West Coleman Blvd., Ste. 200
Mt. Pleasant, SC 29464-5652
Attorney for Appellant Carol Manigault

DEJONG LAW FIRM, LLC
272 West Coleman Blvd., Ste. 200
Mount Pleasant, SC 29464-5652
Tel. No. 843-216-6161
karen@dejonglawfirm.com

VIA HAND-DELIVERY

July 27, 2017

Hon. Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Ste. 106
Charleston, SC 29401-2210

Re: Estate of Andrew Manigault
APPEAL from Charleston County Probate Court
Case No. 17-CP-10-3110

Dear Sir/Madam:

Attached please find original and one copy of the Statement of Issues on Appeal and Proof of Delivery in connection with the above captioned matter.

Very truly yours,



Karen M. DeJong, Esq.

KMD:abc
Encs.

2017-CP-10-3110

THE STATE OF SOUTH CAROLINA
In the Court of Common Pleas

APPEAL FROM CHARLESTON COUNTY
Probate Court

Tamara C. Curry, Associate Probate Judge

Case No. 2010-ES-10-0413

BY DS

JULIE J. AMIS PROHC
CLERK OF COURT

2017 AUG 25 AM 10:36

FILED

Carol Manigault Appellant,

v.

Morris Ellison, Esq., as Personal Representative for the Estate of Andrew
Manigault.....Respondent.

**RESPONDENT PERSONAL REPRESENTATIVE MORRIS ELLISON'S
DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL**

214

The Respondent, Morris A. Ellison, Esq., as Personal Representative for the Estate of Andrew Manigault, respectfully designates the following materials for inclusion in the Record on Appeal, pursuant to S.C. Code Ann. Section 62-1-308(d).

1. Charleston County Probate Court Order of The Honorable Tamara C. Curry (granting Estate's Motion for Summary Judgment) dated April 7, 2017;
2. Charleston County Probate Court Order of The Honorable Tamara C. Curry, dated June 1, 2017 (Denial of Carol Manigault Motion for Reconsideration);
3. Carol Manigault Motion to Alter or Amend Judgment dated/filed April 24, 2017;
4. Estate's Motion for Summary Judgment as to Carol Manigault Creditor's Claims (dated/filed November 18, 2016; with Certificate of Service);
5. Statement of Creditor's Claim of Carol Manigault (\$212,577.00) dated August 31, 2010, filed September 15, 2010 (Exhibit A to Estate's Motion for Summary Judgment);
6. HUD 1 Settlement Statement dated March 17, 2005, filed September 15, 2010 (Exhibit A to Estate's Motion for Summary Judgment);
7. Chase Home Finance LLC Transaction History dated 06/10/2010) (Exhibit A to Estate's Motion for Summary Judgment);
8. Statement of Creditor's Claim Proof of Delivery dated September 15, 2010 (Exhibit A to Estate's Motion for Summary Judgment);
9. Statement of Creditor's Claim of Carol Manigault (\$875,000.00 estimated for SC Property and NC Property – Unknown) dated and filed November 17, 2010 (Exhibit A to Estate's Motion for Summary Judgment);
10. Estate's January 19, 2016 correspondence serving Notice of Disallowance of Claim on Carol Manigault (Exhibit B to Estate's Motion for Summary Judgment);
11. Estate's January 18, 2016 Notice of Disallowance of Carol Manigault Creditor's Claim dated November 2010 (Exhibit B to Estate's Motion for Summary Judgment);
12. Estate's January 18, 2016 Notice of Disallowance of Carol Manigault Creditor's Claim dated September 15, 2010 (Exhibit B to Estate's Motion for Summary Judgment);
13. Estate's January 19, 2016 Proof of Delivery (re: Estate's Notice of Disallowance of Claim) (Exhibit B to Estate's Motion for Summary Judgment);
14. Estate's Federal Express Delivery Confirmation (Exhibit B to Estate's Motion for Summary Judgment);
15. Carol Manigault Summons and Petition for Allowance of Claim (dated February 18, 2016; filed February 19, 2016) (Exhibit C to Estate's Motion for Summary Judgment);
16. Copy of Handwritten Envelope (Exhibit C to Estate's Motion for Summary Judgment);
17. Estate's August 4, 2016 correspondence to Carol Manigault counsel Karen DeJong with Interrogatories, Requests for Production and Fed Ex confirmation (Exhibit D to Estate's Motion for Summary Judgment);

18. Estate's September 7, 2016 correspondence to Carol Manigault Counsel Karen DeJong with Fed Ex delivery confirmation (Exhibit D to Estate's Motion for Summary Judgment);
19. January 5, 2017 Letter of Estate Counsel to all interested parties/counsel with Notice of Hearing and Certificate of Service filed January 5, 2017;
20. Charleston County Court of Common Pleas Order Granting Defendant's (Estate's) Motion for Relief from Foreign Judgment (Case No. 2010-CP-10-9512; dated July 29, 2011);
21. Estate's Answer to Carol Manigault Petition for Allowance of Creditor Claim (dated/filed March 18, 2016);
22. Transcript of the Proceedings (January 19, 2017 Motion for Summary Judgment Hearing before the Charleston County Probate Court);
23. Final Judgment of Divorce (Carol Manigault v. Andrew Manigault), Superior Court of New Jersey, dated October 3, 2002.

The undersigned counsel certify that this Designation contains no matter which is irrelevant to this appeal.



Graeme F. Philp, Esq. (S.C. Bar # 11752)
Laurel R.S. Blair, Esq. (S.C. Bar # 66338)
Womble Carlyle Sandridge & Rice, LLP
5 Exchange Street
Charleston, SC 29401
Telephone: (843) 722-3400
gphilp@wcsr.com
lblair@wcsr.com

Counsel for the Respondent
Morris A. Ellison, as Personal Representative of the
Estate of Andrew Manigault

Date: August 25, 2017.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	APPEAL/CASE NO. 2017-CP-10-3110
CAROL MANIGAULT,	)	(FORMER PROBATE COURT 2010-ES-10-413)
	)	
Petitioner,	)	
	)	
v.	)	
	)	CERTIFICATE OF SERVICE
MORRIS ELLISON, ESQ., as	)	
Personal Representative of the	)	
Estate of Andrew Manigault,	)	
	)	
Respondent.	)	
	)	

This is to certify that on this 25th day of August, 2017, a copy of the Personal Representative's Designation of Matter to Be Included in the Record on Appeal (re: Carol Manigault Creditor's Claim against the Estate) was served on the following parties via U.S. Mail, as follows:

Carol Manigault
c/o Karen M. DeJong, Esq.
272 West Coleman Blvd.
Coleman Center, Suite 300
Mt. Pleasant, SC 29464

Carrie Greene
1927 Old Collins Creek Rd.
McClellanville, SC 29458

Rebecca Williams
1119 McKean Avenue
Baltimore, MD 21217

Rebecca Manigault Green
P.O. Box 463
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P.O. Box 283
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7518 Abbington Drive
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Janet Walker
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Kenneth Walker
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Oxon Hill, MD 20745

BY JULIE J. ARMSTRONG
CLERK OF COURT
2017 AUG 25 AM 10:36

Donald Cave
c/o John Manigault
3206 John Bartram Place
Mt. Pleasant, SC 29466

Lorraine Manigault
470 Lenox Ave., Apt. #11D
New York, NY 10037

Carl Manigault, Jr.
12213 Fontana Run, Apt. #103
Richmond, VA 23235

Devora Manigault Lee
2218 Riggs Ave.
Baltimore, MD 21216

Devora Manigault Lee
c/o Anthony Bernard Lee
Berthas Muscles
734 South Broadway
Baltimore, MD 21231

The Estate of Robert Manigault
Mr. John Manigault
c/o Capers G. Barr, III, Esq.
Barr, Unger & McIntosh, LLC
P.O. Box 1037
Charleston, SC 29402

Cordell Manigault
104 Neptune Court
Bronx, NY 10473

Dialysis Clinic, Inc.
1411 King Street
Charleston, SC 29403

R. David Chard, Esq.
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N. Charleston, SC 29406

Carolina Crawler & Equipment
of Charleston, Inc.
c/o Nettles Law Office, LLC
67 Broad Street, 2nd Floor
Charleston, SC 29401

First Federal
c/o J. Ronald Jones, Jr., Esq.
Clawson and Staubes, LLC
126 Seven Farms Dr., Suite 200
Charleston, SC 29492-8144

Henry Palmer
1538 Evelina Street
Mt. Pleasant, SC 29464

George Dais
2390 Baker Hospital Blvd.,
Apt. H101
North Charleston, SC 29405

Resurgent Capital
c/o Simm Associates
800 Pencader Dr.
Newark, DE 19702

Estate of Neal Baker
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74 Rebellion Road
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Estate of Neal Baker
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306 Sangaree Parkway
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Mount Pleasant, SC 29464

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Attn: Guido Evangelista
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650 Hannah Park Lane
St. Augustine, FL 32095

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P.O. Box 302
Mt. Pleasant, SC 29465-0302

Commercial Real Estate Capital, Inc.
Attn: Billie Attaway, President/CEO
P.O. Box 302
Mt. Pleasant, SC 29465-0302

Peter A. Kouten, Esq.
Kouten Law Firm. LLC
PO Box 340
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Cisa & Dodds, LLP
858 Lowcountry Blvd., Suite 101
Mt. Pleasant, SC 29464

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Attn: Mark Beasenburg
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S.E.A. Mortgage REIT, Inc.
Attn: Guido Evangelista, Director
18 Commons Court
Isle of Palms, SC 29451

WOMBLE CARLYLE SANDRIDGE & RICE, LLP

By: Karla Lynes
Assistant to Laurel R.S. Blair



5 Exchange Street
Charleston, SC 29401

Mailing Address:
Post Office Box 999
Charleston, SC 29402
Telephone: (843) 722-3400
Fax: (843) 723-7398
www.wcsr.com

Laurel R.S. Blair, Esq.
Direct Dial: (843) 720-4670
lblair@wcsr.com

August 25, 2017

VIA COURIER HAND DELIVERY

The Honorable Julie J. Armstrong
Clerk of Court, 9th Circuit
Charleston County Court of Common Pleas
100 Broad Street, Suite 106
Charleston, SC 29401

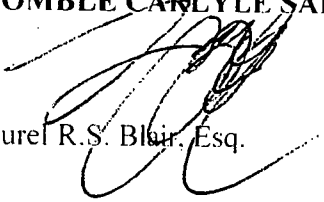
RE: Appeal from Charleston County Probate Court
Court of Common Pleas Case No.: 2017-CP-10-3110
Carol Manigault (Appellant) v. Morris Ellison, Esq., as Personal Representative
of the Estate of Andrew Manigault (Respondent)

Dear Ms. Armstrong:

This firm has the privilege of representing the Respondent Estate of Andrew Manigault through its Personal Representative, Morris A. Ellison, in the above-referenced appeal. Enclosed herewith please find for filing the original and two copies of the Personal Representative's Designation of Matter to Be Included in the Record on Appeal (with Certificate of Service). Please return a file-stamped copy of the aforementioned documents to my courier. By copy of this letter, all counsel and parties are served with the aforementioned documents.

Yours very truly,

WOMBLE CARLYLE SANDRIDGE & RICE LLP


Laurel R.S. Blair, Esq.

Enclosures

cc: Caroline C. Leonard, Non-Jury Coordinator (w/encl.)
Karen M. DeJong, Esq. (w/encl.) (Counsel for the Appellant, Carol Manigault)
Morris A. Ellison, Esq. as Personal Representative (w/encl.)
Graeme F. Philp, Esq. (w/encl.)
Capers G. Barr, III, Esq. (w/encl.) (Counsel for John Manigault and the Estate of Robert Manigault)
Carrie Greene (w/encl.)
Rebecca Williams (w/encl.)

Rebecca Manigault Green (w/encl.)
Jerome Manigault (w/encl.)
Kevin Manigault (w/encl.)
Eileen Walker (w/encl.)
Devora Manigault Lee (w/encl.)
Dialysis Clinic, Inc. (w/encl.)
Carolina Crawler Equipment of Charleston, Inc. (w/encl.)
Henry Palmer (w/encl.)
Resurgent Capital (w/encl.)
Janet Walker (w/encl.)
Kenneth Walker (w/encl.)
Donald Cave (w/encl.)
Lorraine Manigault (w/encl.)
Carl Manigault, Jr. (w/encl.)
Cordell Manigault (w/encl.)
R. David Chard, Esq. (w/encl.)
Clawson & Staubes, LLC (w/encl.)
George Dais (w/encl.)
Estate of Neal Baker (w/encl.)
Ben Coker and Elliott Locklear (w/encl.)
Inheritance and Probate Funding, LP (w/encl.)
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John J. Dodds, III, Esq. (w/encl.)
S.E.A. Mortgage REIT, Inc. (w/encl.)
David Stern (w/encl.)
Mullett Enterprises, LLC (w/encl.)
Opportunity Investment Capital, LLC (w/encl.)
Peter A. Kouten, Esq. (w/encl.)
Coastal Maritime Leasing, LLC (w/encl.)

2017-CP-10-3110

THE STATE OF SOUTH CAROLINA
In the Court of Common Pleas

APPEAL FROM CHARLESTON COUNTY
Probate Court

Hon. Tamara C. Curry, Associate Probate Judge

Case No. 2010-ES-10-0413

In the Matter of the Estate of Andrew Manigault (Decedent)

Carol Manigault,

Appellant,

vs.

Morris Ellison, Esq., as Personal Representative of
The Estate of Andrew Manigault,

Respondent.

APPELLANT'S DESIGNATION OF MATTER TO BE INCLUDED
IN THE RECORD OF APPEAL

KAREN M. DEJONG, ESQ.
DeJong Law Firm, LLC
272 West Coleman Blvd., Ste. 200
Mt. Pleasant, SC 29464-5652
(843) 216-6161
(843) 216-1119 (Fax)
Attorney for Appellant

Other Counsel of Record:

Laurel Blair, Esq.
Womble Carlyle Sandridge & Rice
5 Exchange Street
Charleston, SC 29401
Attorney for Respondent

FILED
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JULIE J. ARMSTRONG
CLERK OF COURT

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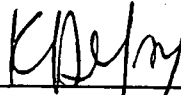
Appellant proposes the following be included in the Record on Appeal:

1. Last Will and Testament of Andrew Manigault dated January 21, 2007
2. Charleston County Probate Court Fiduciary Letters appointing Morris A. Ellison as Personal Representative and dated March 17, 2010 under Case No. 2010-ES-10-0413
3. Statement of Creditor's Claim of Carol Manigault in the amount of \$212,577.00 for property located at 1288 Taft Road, Teaneck, NJ and filed on September 15, 2010 in the Charleston County Probate Court under Case No. 2010-ES-10-0413
4. Statement of Creditor's Claim of Carol Manigault in the approximate amount of \$875,000.00 re: Equitable Distribution of property located at Beech Mountain, N.C. and Acreage located in Christ Church Parish, Charleston County, S.C. and filed on November 17, 2010 in the Charleston County Probate Court under Case No. 2010-ES-10-0413
5. Notice of Filing of Foreign Judgment, Declaration of Filing of Foreign Judgment, Attorney's Affidavit of Filing of Foreign Judgment and Certified Copy of New Jersey Foreign Judgment in the amount of \$212,577.00 for property located at 1288 Taft Road, Teaneck, NJ and filed on November 17, 2010 in the Charleston County Probate Court and Charleston County Court of Common Pleas under Case No. 2010-ES-10-0413.
6. Notice of Filing of Foreign Judgment, Declaration of Filing of Foreign Judgment, Attorney's Affidavit of Filing of Foreign Judgment and Certified Copy of New Jersey Foreign Judgment re: Equitable Distribution of property located at Beech Mountain, N.C. and Acreage located in Christ Church Parish, Charleston County, S.C. and filed on November 17, 2010 in the Charleston County Probate Court and Charleston County Court of Common Pleas under Case No. 2010-ES-10-0413
7. Notice of Disallowance by the Personal Representative re: Carol Manigault's Two Creditor's Claims filed on January 19, 2016 in the Charleston County Probate Court under Case No. 2010-ES-10-0413
8. Summons and Petition on behalf of Carol Manigault for Allowance of the Two Creditor's Claims filed on February 19, 2016 in the Charleston County Probate Court under Case No. 2010-ES-10-0413
9. Answer to Petition for Creditor Claim on behalf of Personal Representative filed on March 18, 2016 in the Charleston County Probate Court under Case No. 2010-ES-10-0413
10. Motion for Summary Judgment on behalf of Personal Representative filed on November 18, 2016 in the Charleston County Probate Court under Case No. 2010-ES-10-0413
11. Opposition to Motion for Summary Judgement on behalf of Carol Manigault filed on January 17, 2017 in the Charleston County Probate Court under Case No. 2010-ES-10-0413

12. Transcript of Charleston County Probate Court Hearing held on January 19, 2017 re:
Personal Representative's Motion for Summary Judgment under Case No. 2010-ES-10-0413
13. Charleston County Probate Court's Order Granting Summary Judgment dated April 7, 2017
under Case No. 2010-ES-10-0413
14. Motion to Alter or Amend Judgment on behalf of Carol Manigault filed on April 24, 2017 in
the Charleston County Probate Court under Case No. 2010-ES-10-0413
15. Charleston County Probate Court's Order Denying Motion to Alter or Amend Judgment
dated June 1, 2017 under Case No. 2010-ES-10-0413

I CERTIFY THAT THIS DESIGNATION CONTAINS NO MATTER WHICH IS IRRELEVANT TO THIS
APPEAL.

August 28, 2017



DeJong Law Firm, LLC
272 West Coleman Blvd., Ste. 200
Mount Pleasant, SC 29464-5652
Tel. No. 843-216-6161
karen@dejonglawfirm.com
Attorney for the Appellant

2017-09-10-3110

THE STATE OF SOUTH CAROLINA
In the Court of Common Pleas

APPEAL FROM CHARLESTON COUNTY
Probate Court

Hon. Tamara C. Curry, Associate Probate Judge

Case No. 2010-ES-10-0413

In the Matter of the Estate of Andrew Manigault (Decedent)

Carol Manigault,

Appellant,

vs.

Morris Ellison, Esq., as Personal Representative of
The Estate of Andrew Manigault,

Respondent.

JULIE J. ARMSTRONG
CLERK, C.P. & G.S.

AUG 30 2017

FILED

APPELLANT'S INITIAL BRIEF

KAREN M. DEJONG, ESQ.
DeJong Law Firm, LLC
272 West Coleman Blvd., Ste. 200
Mt. Pleasant, SC 29464-5652
(843) 216-6161
(843) 216-1119 (Fax)
Attorney for Appellant

Other Counsel of Record:

Laurel Blair, Esq.
Womble Carlyle Sandridge & Rice
5 Exchange Street
Charleston, SC 29401
Attorney for Respondent

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1. Brockbank v. Best Capital Corp., 341 S.C. 372, 379, 534 S.E.2d 688, 692
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STATEMENT OF ISSUES ON APPEAL

I. DID THE PROBATE COURT ERR IN DENYING APPELLANT'S MOTION TO ALTER/AMEND JUDGMENT BECAUSE THE COURT DID NOT RULE ON THE APPELLANT'S FOREIGN JUDGMENT CLAIM IN ITS' ORDER GRANTING SUMMARY JUDGMENT TO RESPONDENT?

II. DID THE PROBATE COURT ERR IN DENYING APPELLANT'S MOTION TO ALTER/AMEND JUDGMENT BECAUSE THE COURT DISREGARDED THE STATUTE OF LIMITATIONS AS SET FORTH IN S.C. CODE §62-3-806(a) IN ITS' ORDER GRANTING SUMMARY JUDGMENT TO RESPONDENT?

III. DID THE PROBATE COURT ERR IN DENYING APPELLANT'S MOTION TO ALTER/AMEND JUDGMENT BECAUSE THE COURT CITED A "REPORTER'S COMMENT" PRINTED AFTER S.C. CODE §62-3-806 AS ITS' PRIMARY AUTHORITY ITS' ORDER GRANTING SUMMARY JUDGMENT TO RESPONDENT?

STANDARD OF REVIEW

This case is presented as a motion for summary judgment; thus, it is governed by Rule 56(c) of the South Carolina Rules of Civil Procedure. This rule provides a motion for summary judgment shall be granted “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Rule 56(c), SCRPC. “An appellate court reviews the granting of summary judgment under the same standard applied by the trial court pursuant to Rule 56, SCRPC.” Brockbank v. Best Capital Corp., 341 S.C. 372, 379, 534 S.E.2d 688, 692 (2000).

Because the facts of this case are undisputed, the resolution of this appeal is limited to the legal determination of whether the Appellant’s claim against the Estate was enforceable under the applicable provisions of the Probate Code. Accordingly, the analysis of this case is controlled by rules of statutory construction. Beach First Nat’l Bank v. Estate of Gurnham (In re Estate of Gurnham), 407 S.C. 194, 754 S.E.2d 875 (S.C., 2014)

STATEMENT OF THE CASE

On March 10, 2010, Andrew Manigault (hereinafter “Decedent”) passed away leaving a Will, see Last Will and Testament of Andrew Manigault attached as **Exhibit 1**. A Petition was

ROA #29

filed to appoint Morris A. Ellison as the Personal Representative of Mr. Manigault's Estate. On March 17, 2010, Charleston County Probate Court appointed Morris A. Ellison (hereinafter "Respondent") as Personal Representative of Mr. Manigault's Estate and assigned Case No. 2010-ES-10-00413 to this estate, see Fiduciary Letters dated March 17, 2010 attached as **Exhibit**

2.

On September 15, 2010, Carol Manigault ("hereinafter "Appellant") filed a Statement of Creditor's Claim in the amount of \$212,577.00 (hereinafter "Claim #1") with the Charleston County Probate Court, attached **Exhibit 3**.

On November 17, 2010, Appellant filed a Statement of Creditor's Claim for approx.. \$875,000.00 (hereinafter "Claim #2") with the Charleston County Probate Court, see attached **Exhibit 4**.

On November 17, 2010, under Case No. 2010-ES-10-0413, Appellant filed a Notice of Foreign Judgment, Declaration of Filing of Foreign Judgment, Attorney's Affidavit of Filing of Foreign Judgment and Certified Copy of Final Judgment of Divorce from Superior Court of New Jersey, Chancery Division- Family Part, Bergen County with the Charleston County Probate Court and Charleston County Court of Common Pleas. The filing of this foreign judgment (hereinafter "Foreign Judgment #1A) was in regard to New Jersey court-ordered mortgage payments owed by Decedent on the Teaneck, NJ property, see attached **Exhibit 5**.

On November 17, 2010, under Case No. 2010-ES-10-0413, Appellant filed a Notice of Foreign Judgment, Declaration of Filing of Foreign Judgment, Attorney's Affidavit of Filing of Foreign Judgment and Certified Copy of Final Judgment of Divorce from Superior Court of New Jersey, Chancery Division- Family Part, Bergen County with the Charleston County Probate

Court and Charleston County Court of Common Pleas. The second filing of this foreign judgment (hereinafter "Foreign Judgment #1B) was in regard to New Jersey court-ordered equitable distribution of Decedent's properties that were not disclosed at the time of divorce, i.e. Tract No. 233, recorded in Plat Book 14 at Page 49 in the Office of the Register of Deeds in Avery County, North Carolina and Lot B, 5.77 acres located on Hamlin Road and U.S. #17, Christ Church Parish, Charleston County, South Carolina, recorded in Plat Book CK at Page 42, ROA #8 & 10 see attached **Exhibit 6**.

Subsequently the Charleston County Court of Commons Pleas, in Case No. 2010-CP-10-9512, ruled that the Charleston County Probate Court had jurisdiction to hear a divorce judgment where one of the spouses had passed away. The Charleston County Court of Common Pleas dismissed the action before it and referred the matter over to the Charleston County Probate Court, Case No. 2010-ES-10-0413.

On January 20, 2016, Appellant was served with Notice of Disallowance for Claim #1 ROA & 12 & 13 and Claim #2 from the Respondent, see attached **Exhibit 7**.

On February 19, 2016, Appellant filed a Summons and Petition with regard to Claim #1 and Claim #2 and served same upon the Respondent's employee at the Respondent's Law Firm, ROA # 14 see attached **Exhibit 8**.

On March 18, 2016, Respondent filed an Answer to Petition for Creditor Claim, see filed ROA # 15 Answer to Petition for Creditor Claim attached as **Exhibit 9**.

On November 18, 2016, the Respondent filed a Motion for Summary Judgment, see ROA #16 Motion for Summary Judgment attached **Exhibit 10**.

On January 17, 2017, Appellant filed Opposition to Motion for Summary Judgment, see

ROA # 17
attached **Exhibit 11.**

The Charleston County Probate Court held a hearing on January, 19, 2017, see Transcript
ROA # 19
of Hearing held on January 19, 2017 attached **Exhibit 12.**

On April 7, 2017, the Court issued it's Order Granting Summary Judgment to
ROA #2
Respondent, see **Exhibit 13.**

On April 24, 2017, Appellant filed a Motion to Alter or Amend Judgment, see
ROA #18
attached **Exhibit 14.**

On June 1, 2017, the Court denied Appellant's Motion to Alter or Amend
ROA #3
Judgment, see attached **Exhibit 15.**

ARGUMENT

I. DID THE PROBATE COURT ERR IN DENYING APPELLANT'S MOTION TO ALTER/AMEND JUDGMENT BECAUSE THE COURT DID NOT RULE ON THE APPELLANT'S FOREIGN JUDGMENT CLAIM IN ITS' ORDER GRANTING SUMMARY JUDGMENT TO RESPONDENT?

In its' Order Granting Summary Judgment to Respondent, the Charleston County Probate Court ruled, after making a decision on the Claim #1 and Claim #2 that "Given this ruling, the Court need not reach Respondent's alternate arguments regarding improper service or the enforceability of the Divorce Decree as a foreign judgment.", ROA #2
Exhibit 12,
p. 6.

Foreign Judgment #1A and Foreign Judgment #1B are separate and apart from Claim #1 and Claim #1. As set forth in Appellant's Opposition to Summary Judgment, foreign judgments are enforceable in this state pursuant to Uniform Enforcement of Foreign Judgment Act, S.C. Code 15-35-920, et seq., ROA #17
Exhibit 11.

The Notices of Filing of Foreign Judgment under Case No. 2010-ES-10-0413, clearly stated that the Respondent had thirty (30) days from the receipt of the Notices to seek relief from the enforcement of the judgment and that if the judgment was not satisfied and no relief was sought within that thirty (30) days, the judgment would be enforced in this State in the same manner as a judgment in this State, **ROA #7 & 8 Exhibit 5 and 6.**

Respondent did not contest the Filing of Foreign Judgment #1A and #1B within the thirty (30) day period. To the best of Appellant's knowledge, the Respondent has never contested the validity of the Filing of Foreign Judgment #1A and #1B.

Therefore, Foreign Judgment #1A and #1B are enforceable in this State. Had the Charleston County Probate Court reached a decision on these Foreign Judgments, a ruling on the Appellant's Claim #1 and Claim #2 would have been moot and unnecessary.

Further support of the validity and enforcement of Appellant's Foreign Judgment #1A and #1B is set forth in S.C. Code Ann. §62-3-806 (c). "A judgment in a proceeding in another court against a personal representative to enforce a claim against a decedent's estate is an allowance of the claim."

Therefore, Appellant's claims within the Foreign Judgment #1A and #1B are allowed by statutory authority.

II. DID THE PROBATE COURT ERR IN DENYING APPELLANT'S MOTION TO ALTER/AMEND JUDGMENT BECAUSE THE COURT DISREGARDED THE STATUTE OF LIMITATIONS AS SET FORTH IN S.C. CODE §62-3-806(a) IN ITS' ORDER GRANTING SUMMARY JUDGMENT TO RESPONDENT?

In its' Order Granting Summary Judgment to Respondent, the Court did find that the Appellant's Creditor's Claims (Claim #1 and Claim #2) were timely filed pursuant to S.C.

Code Ann. §62-3-804(1) (1987)(Amended 2013) and S.C. Code Ann. §62-3-

ROA #2

803(a)(1990)(Amended 2013)., **Exhibit 13, p. 4 (III, Par. a.)**.

However, the Court completely disregarded Appellant's Statute of Limitations argument with regard to the filing date of Respondent's Disallowance of the Appellant's Claims.

ROA #19

Appellant argued at the hearing on January 19, 2017, **Exhibit 12, Transcript 18:25- 20:4, Jan.**

ROA #18

19, 2017 and in her Motion to Alter/Amend Judgment, **Exhibit 14, p. 2-3**, that Respondent filed his Disallowance of Claims on January 19, 2016, years past the time period set forth in S.C. Code Ann. §62-3-806.

S.C. Code Ann. §62-3-806(a) states:

"As to claims present in the manner described in Section 62-3-804(1) within the time limit prescribed in Section 62-3-803, within sixty days after the presentment of the claim, or within fourteen months after the death of decedent, whichever is later, the personal representative must serve upon the claimant a notice stating that the claim has been allowed or disallowed in whole or in part."

Decedent passed away on March 5, 2010. The Court ruled that the Appellant's Claims

ROA #2

filed on September 15, 2010 and November 17, 2010, were timely, **Exhibit 13, p. 5**.

Therefore, Respondent had until May 15, 2011 (fourteen months after date of death) to file Disallowance of Appellant's Claims.

He filed Disallowance of Claims on January 19, 2016, almost five years later! The Court erroneously did not rule on this issue. Instead the Court skipped over it and ruled that the Appellant had thirty (30) days to file a Summons and Complaint after receiving notice of Respondent's Disallowance of Claims and that Appellant did not do so.

Any argument past the fact that the Respondent did not file his Disallowance of Claims within the statutory time period should be completely disregarded.

The Respondent did not file his Disallowance of Claims by May 15, 2011 and is time-barred from arguing any further on Appellant's Claims. Therefore, the Appellant's Claims are allowed under statutory authority.

III. DID THE PROBATE COURT ERR IN DENYING APPELLANT'S MOTION TO ALTER/AMEND JUDGMENT BECAUSE THE COURT CITED A "REPORTER'S COMMENT" PRINTED AFTER S.C. CODE §62-3-806 AS ITS' PRIMARY AUTHORITY ITS' ORDER GRANTING SUMMARY JUDGMENT TO RESPONDENT?

In its' Order granting Summary Judgment to Respondent, it relied solely upon the Reporter's Comments to Section 62-3-806, when granting summary judgment. The Court cited the Reporter's Comments as follows: "failure of a personal representative to mail notice of his action within thirty days after the claim filing period has expired *constitutes* ROA #2 *a notice of disallowance with warning of the impending bar.*", Exhibit 13, p. 5.

Again, since the Respondent did not file his Disallowance of Appellant's Claims within the statutory time period, we need look no further as to either parties' actions or filings past that date.

However, for argument's sake, Appellant's response to the Reporter's Comments citation is as follows:

- a. That particular quote could not be located in the South Carolina Code of Laws;
- b. South Carolina Appellate Court Rules: Rule 268 provides guidance in citing South Carolina authority for South Carolina cases. The list of authority to cite in a matter is Rule 268(a)- South Carolina Constitution, (b) Statutes and

Regulations; (c) Court Rules; (d) Appellate Court Decisions and so on. No where is there any mention as to how to cite a Reporter's Comment.

Therefore, this particular reference to a citation in the Court's Order is a weak reference at best and certainly does not supercede statutory authority.

The Blue Book, p. 61 (2014), set forth its' Order of Authorities beginning with a) Constitution; b) Statutes; c) Treaties and other international agreements; d) Cases; e) Legislative Materials; f) Administrative and Executive Materials.

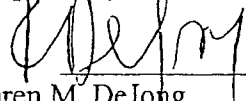
No mention is made with regard to Reporter's Comments and therefore, it should be clear that such a reference in an Order does not supercede a statutory reference in its' arguments.

CONCLUSION

For the reasons stated, this Court should grant this Appeal and reverse/overturn the lower court's Order Granting Summary Judgment.

August 30, 2017

Respectfully submitted,



Karen M. DeJong

DeJong Law Firm, LLC

272 West Coleman Blvd., Ste. 200

Mt. Pleasant, SC 29464

(843) 216-6161

(843) 216-1119 (Fax)

Attorney for Appellant

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CAROL MANIGAULT,

Petitioner,

vs.

MORRIS ELLISON, ESQ.,
As Personal Representative of the
Estate of Andrew Manigault,

Respondent.

IN THE COURT OF COMMON PLEAS

APPEAL/CASE NO. 2017-CP-10-3110

(FORMER PROBATE COURT
CASE NO. 2010-ES-10-413)

CERTIFICATE OF SERVICE

This is to certify that on this date of 30th of August, 2017, a copy of the Appellant's Initial Brief
to the following parties via U.S. Mail as follows:

Laurel R.S. Blair, Esquire
Womble Carlyle Sandridge & Rice, LLP
P.O. Box 999
Charleston, SC 29402-0999

Janet Walker
9200 Edwards Way, Apt. #202
Adelphi MD 20783

Carrie Greene
1927 Old Collins Creek Road
McClellanville, SC 29458

Kenneth Walker
1120 Westfield Drive
Oxon Hill, MD 20745

Rebecca Williams
1119 McKean Avenue
Baltimore MD 21217

Donald Cave
c/o John Manigault
3206 John Bartram Place
Mt. Pleasant, SC 29466

Rebecca Manigault Green
PO Box 463
Awendaw, SC 29429

Mr. John Manigault
Mr. Robert Manigault
c/o Capers G. Barr, III, Esquire
Barr, Unger & McIntosh, LLC
PO Box 1037
Charleston, SC 29402

Jerome Manigault
PO Box 283
Awendaw, SC 29429

Lorraine Manigault
1240 Winnowing Way, Unit 305
Mount Pleasant, SC 29466-7532

FILED
2017 AUG 30 PM 4:30
JULIE J. ARMSTRONG
CLERK OF COURT

Kevin Manigault
PO Box 291
Awendaw, SC 29429

Eileen Walker
c/o Mikaela Walker, P.R.
7518 Abbingdon Drive
Oxon Hill, MD 20745

Devora Manigault Lee
2218 Riggs Avenue
Baltimore MD 21216

Dialysis Clinic, Inc.
1411 King Street
Charleston, SC 29403

Carolina Crawler Equipment of Charleston Inc.
7137 Crosscountry Road
North Charleston, SC 29418

Henry Palmer
1538 Evelina Street
Mt. Pleasant, SC 29464

Resurgent Capital
c/o Simm Associates
800 Pencader Drive
Newark, DE 19702

Estate of Neal Baker
c/o Paul M. Lynch, Esquire
Moore & Van Allen
78 Wentworth Street
Charleston, SC 29401

Ashley Engineering and Surveying Inc.
P.O. Box 1382
Summerville, SC 29484-1382

Inheritance and Probate Funding LP
18 Commons Court
Isle of Palms SC 29451

Ciao Bella Inc.
650 Hannah Park Lane
St. Augustine, FL 32095

Carl Manigault, Jr.
12213 Fontana Run, Apt. #103
Richmond, VA 23235

Cordell Manigault
104 Neptune Court
Bronx, NY 10473

R. David Chard, Esquire
2050 Spaulding Dr., Suite 2
N. Charleston, SC 29406

Clawson & Staubes, LLC
126 Seven Farms Dr., Suite 200
Charleston, SC 29492-8144

George Dais
2390 Baker Hospital Blvd., Apt. H101
North Charleston, SC 29405

Estate of Neal Baker
c/o Elizabeth M. Baker, PR
74 Rebellion Road
Charleston, SC 29407

David Stern
147 Tradd Street
Charleston, SC 29401

Mullet Enterprise LLC
676 Leader Lane
Mt. Pleasant, SC 29464

Ciao Bella Inc.
49 Morgan Place Drive
Isle of Palms, SC 29451

Opportunity Investment Capital Inc.
Billie Attaway, Jr.
Founder/CEO
PO Box 302
Mt. Pleasant, SC 29465

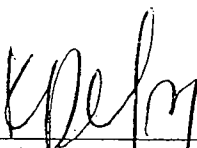
Peter A Kouten Esquire
Kouten Law Firm LLC
PO Box 340
Johns Island SC 29457

Commercial Real Estate Capital Inc.
Billie Attaway, President
PO Box 302
Mt. Pleasant, SC 29465

John J. Dodds III Esquire
Cisa & Dodds LLP
858 Lowcountry Blvd., Suite 101
Mt. Pleasant, SC 29464

Coastal Maritime Leasing LLC
Attn: Mark Beasenburg
676 Leader Lane
Mt. Pleasant, SC 29464

S.E.A. Mortgage REIT Inc.
Attn: Guido Evangelista, Director
18 Commons Court
Isle of Palms, SC 29451



Karen M. DeJong, Esq.
DeJong Law Firm, LLC
272 West Coleman Blvd., Ste. 200
Mount Pleasant, SC 29464-5652
(843) 216-6161
karen@dejonglawfirm.com
ATTORNEY FOR THE PLAINTIFF

Mount Pleasant, South Carolina
August 30, 2017

with RON notes.
- JDM

THE STATE OF SOUTH CAROLINA
In the Court of Common Pleas

APPEAL FROM CHARLESTON COUNTY
Probate Court

Tamara C. Curry, Associate Probate Judge

Case No. 2010-ES-10-0413

In the Matter of the Estate of Andrew Manigault

Carol Manigault.....Appellant,

v.

Morris Ellison, Esq., as Personal Representative for the Estate of Andrew Manigault
.....Respondent.

RESPONDENT PERSONAL REPRESENTATIVE MORRIS ELLISON'S
INITIAL BRIEF

Laurel R.S. Blair, Esq.
Graeme F. Philp, Esq.
Womble Carlyle Sandridge & Rice, LLP
5 Exchange Street
Charleston, SC 29401
Telephone: (843) 720-3400
Fax: (843) 410-2355
lblair@wcsr.com
gphilp@wcsr.com
Attorneys for the Respondent

Other Counsel of Record:

Karen M. DeJong, Esq.
DeJong Law Firm, LLC
272 West Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464-5652
Attorney for the Appellant

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II. All Appellant creditor claims are barred as a matter of S.C. Code Ann. Section 15-3-530(1).	15
III. Appellant's Issue on Appeal I argument fails by virtue of the July 29, 2011 Charleston County Court of Common Pleas Order Granting the Andrew Manigault Estate's Motion for Relief from Foreign Judgment (which Order dismissed Appellant's entire Foreign Judgment case based on the Court of Common Pleas' lack of subject matter jurisdiction and SCRCP 12(b)(8), and did not refer the case to Probate Court). Appellant failed to domesticate any foreign judgment in South Carolina against the Estate of Andrew Manigault.	16
IV. Appellant's Issues on Appeal II and III arguments fail because the Personal Representative properly complied with the relevant prior version of S.C. Code Ann. Section 62-3-806(a) in effect at the time of the Decedent's death (which prior version did not contain the deadline for disallowance relied upon by Appellant).	19
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TABLE OF AUTHORITIES

CASES

Baughman v. American Tel. & Tel. Co., 306 S.C. 101, 410 S.E.2d 537 (S.C. 1991).

Beale v. Hardy, 769 F.2d 213 (4th Cir. 1985).

Brockbank v. Best Capital Corp., 341 S.C. 372, 534 S.E.2d 688 (S.C. 2000).

Café Assoc. Ltd. v. Gerngross, 305 S.C. 6, 406 S.E.2d 162 (S.C. 1991).

Coon v. Coon, 356 S.C. 342, 588 S.E.2d 624 (Ct. App. 2004), affirmed as modified, 364 S.C. 563 (S.C. 2005).

Fender & Latham, Inc. v. First Union Nat'l Bank of S.C., 316 S.C. 48, 446 S.E. 448 (S.C. 1995).

Hancock v. Mid-South Mgmt. Co., Inc., 381 S.C. 326, 673 S.E.2d 801 (S.C. 2009).

In re: Estate of Hover, 407 S.C. 194, 754 S.E.2d 875 (S.C. 2014).

I'On, LLC v. Town of Mt. Pleasant, 338 S.C. 406, 526 S.E.2d 716 (S.C. 2000).

McDonnell v. Consolidated School District of Aiken, 315 S.C. 487, 445 S.E.2d 638 (S.C. 1994).

Moody v. McLellan, 295 S.C. 157, 367 S.E.2d 449 (S.C. 1988).

Ross v. Richland County, 270 S.C. 100, 240 S.E.2d 649 (S.C. 1978).

Royster Co. v. Eastern Distribution, Inc., 301 S.C. 18, 389 S.E.2d 863 (S.C. 1990).

South Carolina Dep't of Labor, Licensing & Regulation v. Chastain, 392 S.C. 259, 708 S.E.2d 818 (Ct. App. 2011).

STATUTES

S.C. Code Ann. Section 62-3-804(3)

S.C. Code Ann. Section 62-3-806(a)

S.C. Code Ann. Section 62-3-1305

S.C. Code Ann. Section 15-3-530(1)

COURT RULES

SCACR 220(c)

SCRCP 56

SCRCP 4(d)(1)

STATEMENT OF ISSUES ON APPEAL

- I. All Appellant creditor claims are barred as a matter of law for Appellant's failure to properly and timely serve her Summons and Petition for Allowance of Claim within the statutory thirty (30) day deadline.
- II. All Appellant creditor claims are barred by S.C. Code Ann. Section 15-3-530(1).
- III. Appellant's Issue on Appeal I argument fails by virtue of the July 29, 2011 Charleston County Court of Common Pleas Order Granting the Andrew Manigault Estate's Motion for Relief from Foreign Judgment (which Order dismissed Carol Manigault's Foreign Judgment case based on the Court of Common Pleas' lack of subject matter jurisdiction and SCRCP 12(b)(8), and did not refer the case to Probate Court). Appellant failed to domesticate any foreign judgment in South Carolina against the Estate of Andrew Manigault.
- IV. Appellant's Issues on Appeal II and III arguments fail because the Personal Representative properly complied with the relevant prior version of S.C. Code Ann. Section 62-3-806(a) in effect at the time of Decedent's death (which prior version did not contain the deadline for disallowance relied upon by Appellant).

STANDARD OF REVIEW

The parties present this case in the posture of a motion for summary judgment; thus, it is governed by Rule 56(c) of the South Carolina Rules of Civil Procedure. This rule provides a motion for summary judgment shall be granted “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with any affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Rule 56(c), SCRPC. An appellate court reviews the granting of summary judgment under the same standard applied by the trial court pursuant to Rule 56, SCRPC. In re Estate of Hover, 407 S.C. 194, 754 S.E.2d 875 (S.C. 2014), citing Brockbank v. Best Capital Corp., 341 S.C. 372, 379, 534 S.E.2d 688, 692 (S.C. 2000).

ADDITIONAL SUSTAINING GROUNDS

In addition, the appellate court may affirm any ruling, order, decision or judgment upon any ground(s) appearing in the Record on Appeal. Rule 220(c), SCACR. Further, a respondent may raise on appeal any additional reasons the appellate court should affirm the lower court’s ruling, even if those reasons have not been presented to or ruled on by the lower court. South Carolina Dept. of Labor, Licensing and Regulation v. Chastain, 392 S.C. 259, 708 S.E.2d 818 (Ct. App. 2011), citing I’On LLC v. Town of Mt. Pleasant, 338 S.C. 406, 419, 526 S.E.2d 716, 723 (S.C. 2000). The appellate court may review the respondent’s additional reasons and, if convinced it is proper and fair to do so, rely on them or any other reason appearing in the record to affirm the lower court’s judgment. Id. at 420, 526 S.E.2d at 723. A prevailing party need never raise an additional sustaining ground below, nor secure a ruling on it, in order for the issue to be preserved for appellate review. *See*, Rule 220(c), SCACR. The Respondent respectfully submits in this Initial Brief additional sustaining grounds upon which the Probate Court’s Order granting

summary judgment should be affirmed. In addition, the Respondent further respectfully requests that the Court take judicial notice of those versions of cited statutes in effect at relevant times.

STATEMENT OF THE CASE

Andrew Manigault (the "Decedent") and his ex-wife Carol Manigault (the "Appellant") were divorced pursuant to an October 3, 2002 Final Judgment of Divorce issued by the Superior Court of New Jersey (the "Divorce Decree"). The Decedent died on March 5, 2010. Pursuant to **ROA #31** the terms of the Decedent's Last Will and Testament dated January 21, 2007, **ROA # 29** Morris A. Ellison, Esq. was informally appointed to serve as Personal Representative of the Estate of Andrew Manigault. Under the provisions of the Decedent's estate plan, the Appellant is to receive approximately one-half (1/2) of the Decedent's assets (separate and apart from her creditor claims addressed herein) after payment of administrative expenses and creditors.

Appellant filed in Charleston County Probate Court and served a Statement of Creditor's Claim on September 15, 2010, claiming **ROA #5** \$212,577.00 for mortgage and refinance expenses in connection with the Divorce Decree. On November 17, 2010, Appellant filed and served a second Statement of Creditor's Claim in connection with the Divorce Decree, seeking an estimated **ROA #6** \$875,000.00 "for SC Property and NC Property-Unknown," noting as the basis of claim:

"Equitable Distribution of Property located at Tract 233, Beech Mountain, TMS# 194009250244, recorded in Plat Book 14 at Page 49 in the Register of Deeds in Avery County, North Carolina and Lot B, 5.77 acres located on Hamlin Road and U.S. Highway #17, Christ Church Parish, Charleston County, South Carolina, recorded in Plat Book CK at Page 42."

ROA #5 **ROA #6**
See, September 15, 2010 and November 17, 2010 Carol Manigault Statements of Creditor Claims.

On November 10, 2010, Appellant filed in the Charleston County Court of Common Pleas a Notice of Filing of Foreign Judgment and Attorney's Affidavit of Filing Foreign Judgment, and Certified Final Judgment of Divorce, seeking payment from Decedent's Estate **ROA #9 & #10**

under her 2002 Divorce Decree. The Estate of Andrew Manigault filed on January 7, 2011 a Motion for Relief from Foreign Judgment and Notice of Defenses to Foreign Judgment, on grounds the Court of Common Pleas lacked subject matter jurisdiction to address claims against the Estate, SCRCP 12(b)(8) (another action pending for the same claim), the Divorce Decree was not a "foreign judgment" as defined in the Uniform Enforcement of Judgments Act, no adjudication was made by any court that the Estate or Decedent failed to comply with the Divorce Decree, and the Appellant failed to comply with New Jersey law, the South Carolina Probate Code, and the Uniform Enforcement of Judgments Act. ROA #11

The Charleston County Court of Common Pleas issued a July 29, 2011 Order Granting Defendant's Motion for Relief from Foreign Judgment, dismissing the Appellant's Foreign Judgment case for lack of subject matter jurisdiction and pursuant to SCRCP 12(b)(8). See, July 29, 2011 Order, Charleston County Court of Common Pleas (Case No. 2010-CP-10-9512). The language of that July 29, 2011 Order *did not refer or transfer* that case to the Probate Court. Appellant failed to properly domesticate any Foreign Judgment (including the New Jersey Divorce Decree) in South Carolina. ROA #1

On January 19, 2016, the Personal Representative filed and served two Form #372ES Notices of Disallowance of Claims on Appellant and her attorney Karen M. DeJong, Esq. by Federal Express (delivered to Appellant on January 25, 2016, and delivered to her counsel Karen DeJong on January 20, 2016). Both Notices of Disallowance of Claims included the following warning: ROA # 12 & 13

"The disallowed claim or the disallowed portion of your claim will be forever barred unless you commence a legal proceeding requiring a Summons, a Petition and a filing fee of \$150.00 for allowance of the claim in accordance with SCPC 62-3-804(2), within thirty (30) days after the mailing or other service of this Notice of Allowance/Disallowance of Claim."

The Personal Representative's Proof of Delivery for the Notices of Disallowance of Creditor Claims was filed with the Charleston County Probate Court on January 19, 2016, along with a copy of said Notice of Disallowance. **ROA #12 & 13** See, Personal Representative's Notices of Disallowance and Proofs of Delivery, filed/served January 19, 2016. The Appellant's thirty (30) day statutory deadline for filing and service of her Summons and Petition for Allowance of Claim was February 19, 2016.

The Appellant's Petition for Allowance of Claim was filed with the Probate Court on February 10, 2016; her Summons associated with that Petition was filed with the Court on February 19, 2016. **ROA #14** See, Carol Manigault Summons filed February 10, 2016 and Petition for Allowance of Claim filed February 19, 2016. As noted by the Probate Court's April 7, 2017 **ROA #2** Order, the Appellant did not file with the Court any Proof of Delivery showing service of her Summons and Petition for Allowance of Claim on the Personal Representative. **ROA #2** See, April 7, 2017 Charleston County Probate Court Order Granting Summary Judgment. No proper service of process of the Summons and Petition for Allowance of Claim was made on the Personal Representative prior to the thirty (30) day statutory deadline. To date, neither the Personal Representative nor his attorney, Graeme F. Philp, Esq., or any person authorized by appointment or by law to receive service of process on the Personal Representative's behalf, has been properly served in compliance with SCRCF 4(d)(1) with the Appellant's Summons and Petition for Allowance of Claim. Physical delivery of the Summons and Petition was never made to the Personal Representative or to Graeme F. Philp, Esq., Esq. as Estate counsel. Appellant's attempted service of the Summons and Petition on February 19, 2016 was ineffective under SCRCF 4(d)(1) insofar as two unposted, unaddressed handwritten envelopes were left by an unidentified person with a receptionist who did not constitute an agent authorized by

appointment or by law to accept such service of process on the Personal Representative's behalf. Appellant's counsel did not use any acceptable form of service of process of the Summons and Petition. Neither the Personal Representative nor his counsel has accepted service. No credible Proof of Delivery or Affidavit of Process Server has been provided to the Personal Representative.

On March 18, 2016, the Respondent Personal Representative timely filed and served an Answer to the Appellant's Petition for Allowance of Creditor's Claims. ^{ROA #15} See, Answer of the Personal Representative filed/served March 18, 2016. On November 18, 2016, the Personal Representative filed and served a Motion for Summary Judgment. ^{ROA #16} See, Personal Representative's November 18, 2016 Motion for Summary Judgment. Appellant's ^{ROA #17} opposition brief was filed January 17, 2017. The motion hearing occurred on January 19, 2017 before the Honorable Tamara C. Curry, Associate Probate Judge. ^{ROA #19} See, Court Reporter's Hearing Transcript, January 19, 2017 Motion for Summary Judgment Hearing before The Honorable Tamara C. Curry, Associate Probate Judge. Judge Curry issued an April 7, 2017 Order Granting Summary Judgment to the Respondent Personal Representative. ^{ROA #2} See, Charleston County Probate Court April 7, 2017 Order Granting Summary Judgment.

The Appellant filed a Motion to Alter or Amend Judgment on April 24, 2017. ^{ROA #18} See, Carol Manigault Motion to Alter or Amend Judgment. The Probate Court's June 1, 2017 Order denied the Appellant's Motion to Alter or Amend Judgment. ^{ROA #3} See, Charleston County Probate Court June 1, 2017 Order.

This appeal followed. Appellant's Notice of Intent to Appeal was filed June 16, 2017 (noting Appellant's receipt of the June 1, 2017 Order on June 14, 2017). ^{not included in ROA} See, Appellant's Notice of Intent to Appeal. Appellant's Statement of Issues on Appeal was filed on July 28, 2017. See,

not included in ROA
Appellant's Statement of Issues on Appeal filed July 28, 2017 (with Proof of Delivery showing 07/27/17 service by mail). Upon information and belief, Appellant's Initial Brief and Designation of Matter to be Included in the Record on Appeal were filed and served out of time on August 30, 2017, past the August 28, 2017 statutory deadline set by S.C. Code Ann. Section 62-1-308(d) and (e) and Rule 208 SCACR. In addition, Appellant's references to the Record and apparent provision of attached Exhibits to the Court with her Initial Brief (which Exhibits were not provided to Respondent) do not comply with Rule 208(b)(4) SCACR.

ARGUMENT

SUMMARY JUDGMENT STANDARD

Summary judgment is appropriate when no genuine issue of material fact exists. South Carolina Rule of Civil Procedure 56. Summary judgment must be entered in favor of a party who shows there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Baughman v. American Tel. & Tel. Co., 306 S.C. 101, 410 S.E.2d 537 (1991); Café Assoc. Ltd. v. Gerngross, 305 S.C. 6, 406 S.E.2d 162 (1991). A party responding to a properly supported motion for summary judgment may not rest on the mere allegations or denials in its own pleading. SCRCP 56(e). Instead, the response must set forth specific facts, admissible in evidence, showing there is a genuine issue for trial; if he does not so respond summary judgment should be awarded against him. SCRCP 56(e); see, Moody v. McLellan, 295 S.C. 157, 367 S.E.2d 449 (1988).

If a plaintiff fails to establish a genuine issue of fact as to any essential element to the cause of action, the existence of factual issues relating to other elements becomes immaterial and therefore subject to summary judgment. Fender & Latham, Inc. v. First Union Nat'l Bank of S.C., 316 S.C. 48, 446 S.E.2d 448 (1995). A litigant cannot create a genuine issue of material fact through mere speculation or the building of one inference upon another. Beale v. Hardy, 769 F.2d 213, 214 (4th Cir. 1985). The existence of a mere scintilla of evidence in support of the non-moving party's position is insufficient to overcome a motion for summary judgment. Id. Summary judgment is designed to save valuable trial time and thus assist in securing speedy and inexpensive justice. Royster Co. v. Eastern Distribution, Inc., 301 S.C. 18, 389 S.E.2d 863 (1990). In determining whether any triable issues of fact exist, the evidence and all reasonable inferences therefrom must be viewed in the light most favorable to the party opposing summary

judgment. Hancock v. Mid-South Mgmt. Co., Inc., 381 S.C. 326, 673 S.E.2d 801 (2009). A motion for summary judgment can be used to raise the defense of the statute of limitations. McDonnell v. Consolidated School District of Aiken, 315 S.C. 487, 489, 445 S.E.2d 638 (1994).

I. ALL APPELLANT CREDITOR CLAIMS ARE BARRED AS A MATTER OF LAW DUE TO APPELLANT'S FAILURE TO PROPERLY AND TIMELY SERVE HER SUMMONS AND PETITION FOR ALLOWANCE OF CLAIM WITHIN THE STATUTORY THIRTY (30) DAY TIME PERIOD.

All Appellant creditor claims are barred under S.C. Code Ann. Sections 62-3-804(3), 62-3-806(a), 62-3-1305 and SCRCP 4(d)(1) for lack of proper and timely service of process of her Summons and Petition for Allowance of Claim. On January 19, 2016, the Personal Representative filed and served two Form 372ES Notices of Disallowance of Claims on the Appellant and her counsel Karen M. DeJong, Esq. by Federal Express (delivered to Karen DeJong on January 20, 2016; delivered to Appellant Carol Manigault on January 25, 2016). *See, ROA # 12 & 13* Personal Representative Notices of Disallowance of Claims filed/served January 19, 2016. The Notices of Disallowance of Claims disallowed all Appellant claims in full, and included the following warning:

"The disallowed claim or the disallowed portion of your claim will be forever barred unless you commence a legal proceeding requiring a Summons, a Petition and a filing fee of \$150.00 for allowance of the claim in accordance with SCPC 62-3-804(2), within thirty (30) days after the mailing or other service of this Notice of Allowance/Disallowance of Claim."

The Personal Representative's Proof of Delivery for the Notices of Disallowance of Claims was filed with the Charleston County Probate Court on January 19, 2016, along with a copy of said Notices of Disallowance. *ROA # 23 & 24* *See, Personal Representative's Proof of Delivery and Notices of Disallowance of Claim filed January 19, 2017.* The Appellant's thirty (30) day deadline for filing and service of her Summons and Petition for Allowance of Claim was February 19, 2016.

The relevant version of S.C. Code Ann. Section 62-3-804(3)(Manner of Presentation of Claims) in effect at the Decedent's death stated, in pertinent part:

"If a claim is presented under subsection (1), no proceeding thereon may be commenced more than thirty days after the personal representative has mailed a notice of disallowance with warning of the impending bar..." (Emphasis added).

The relevant version of S.C. Code Ann. Section 62-3-806(a) (Allowance of Claims) in effect at the Decedent's death stated, in pertinent part:

"Every claim which is disallowed in whole or in part by the personal representative is barred so far as not allowed unless the claimant files a petition for allowance in the court or commences a proceeding against the personal representative not later than thirty days after the mailing of the notice of disallowance or partial disallowance if the notice warns the claimant of the impending bar." (Emphasis added).

The Appellant's Petition for Allowance of Claim was filed with the Probate Court on February 10, 2016; her Summons associated with that Petition was filed with the Court on February 19, 2016. ^{ROA #14} See, Appellant's Summons filed February 10, 2016 and Petition for Allowance of Claim filed February 19, 2016. Contrary to the foregoing statutory requirements, no proper service of process was made by Appellant on the Personal Representative within thirty days of the January 19, 2016 mailing of the Notices of Disallowance of Claim.

The relevant version of S.C. Code Ann. Section 62-3-1305 (Service of Summons and Petition) stated, in pertinent part:

"To such summons a copy of the petition must be attached and copies of the summons and petition served on the personal representative (if not the petitioner), the heirs or devisees, and any other person as required by the court in its discretion, in like manner as summonses and complaints are served in civil actions in the circuit courts."

Rule 4(d)(1) of the South Carolina Rules of Civil Procedure governs service of process of a summons and complaint on an individual in a civil action in the circuit courts, and in Probate Court. Rule 4(d)(1) provides, in pertinent part:

“Upon an individual other than a minor under the age of 14 years or an incompetent person, by delivering a copy of the summons and complaint to him personally or by leaving copies thereof at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, or by delivering a copy to an agent authorized by appointment or by law to receive service of process.”

Neither the Personal Representative (nor his counsel, Graeme F. Philp, Esq., or any person authorized by appointment or by law to receive service of process on the Personal Representative's behalf) was properly served in accordance with Rule 4(d)(1) of the South Carolina Rules of Civil Procedure or under S.C. Code Ann. Section 62-3-1305 within the statutory thirty (30) day time period. Nor has any such proper service been accomplished, to date. Physical delivery of the Summons and Petition for Allowance of Claim was never made to the Personal Representative or his counsel Graeme F. Philp, Esq. Appellant's attempted service of process on February 19, 2017 was ineffective and did not comply with SCRCP Rule 4(d)(1). Two unposted, handwritten envelopes were left by an unidentified person with a receptionist who did not constitute an agent authorized by appointment or by law to accept service of process for the Personal Representative. The Appellant did not use any other legally acceptable form of service of process during the thirty day time period set by S.C. Code Ann. Sections 62-3-806(a) and 62-3-804(3). Neither the Personal Representative nor his counsel has accepted service. No credible Proof of Delivery or Affidavit of Process Server documenting proper Appellant service of process was provided to the Personal Representative. Upon information and belief, no such documentation of proper service was filed with the Court.

Karen M. DeJong, Esq.'s February 22, 2016 email to Womble Carlyle Sandridge & Rice (handed up to the Court and counsel at the January 19, 2017 motion for summary judgment hearing and discussed on the record), also indicates that proper service of process was not timely accomplished by Appellant. In that email, Ms. DeJong states that she sent a courier (not a

process server or Sheriff) to deliver a set of documents to leave at the front desk of the Personal Representative's law office on February 19, 2016. Ms. DeJong's email also says she was told by law firm staff that Mr. Ellison and Mr. Philp were not in the building, and she therefore later requested their acceptance of service. **ROA # 19** See, Court Reporter's January 19, 2017 Hearing Transcript, p. 13 lines 3-23; p. 20 lines 17-23; **not included in ROA** see, February 22, 2016 Karen DeJong email.

By virtue of the Appellant's failure to properly effect service of process within the thirty days required by 62-3-806(a) and 62-3-804(4), her creditor claims are barred. The Appellant failed to properly "commence" her Petition for Allowance of Claim proceeding at all under SCRCP 4(d)(1), given her lack of service of process. Therefore, all of the Appellant's creditor claims are barred as a matter of law, and the Personal Representative is entitled to summary judgment.

II. ALL APPELLANT CREDITOR CLAIMS ARE BARRED BY S.C. CODE ANN. SECTION 15-3-530(1).

The amounts claimed by the Appellant pursuant to her 2002 New Jersey Divorce Decree with the Decedent were due more than three (3) years prior to the Decedent's death, and are therefore barred by S.C. Code Ann. Section 15-3-530(1), which is the three year statute of limitations for enforcing contractual claims not under seal at the time of the Decedent's death. The 2002 Divorce Decree required the Decedent to make mortgage payments. The Appellant had contemporaneous knowledge that he was not making such payments (evidenced in her Statement of Creditor's Claim language that mortgage payments weren't made on Decedent's behalf and a refinance occurred due to his default on the mortgage). **ROA # 5 & 6** See, Appellant's Statement of Creditor's Claim. Yet the Appellant failed to promptly protect and enforce her rights in New Jersey during the Decedent's lifetime. Despite her knowledge of the Decedent's failure to comply with the terms of the Divorce Decree, the Appellant allowed approximately eight (8)

years to pass and the Decedent's death to occur before pursuing her creditor claims against the Decedent's estate in South Carolina. Her claims are barred by statute as a matter of law.

- III. APPELLANT'S FIRST ISSUE ON APPEAL ARGUMENT FAILS AS A MATTER OF LAW BY VIRTUE OF THE JULY 29, 2011 CHARLESTON COUNTY COURT OF COMMON PLEAS ORDER GRANTING THE ANDREW MANIGAULT ESTATE MOTION FOR RELIEF FROM FOREIGN JUDGMENT AND DISMISSING APPELLANT'S ENTIRE CASE FOR LACK OF SUBJECT MATTER JURISDICTION AND PURSUANT TO SCRCP 12(b)(8). THE ORDER DID NOT REFER THE CASE TO PROBATE COURT. APPELLANT FAILED TO DOMESTICATE ANY FOREIGN JUDGMENT AGAINST THE ESTATE OF ANDREW MANIGAULT.

On November 10, 2010, the Appellant filed her Divorce Decree, a Notice of Filing of Foreign Judgment and her Attorney's Affidavit of Filing in the Charleston Court of Common Pleas in an effort to pursue her claim as a divorce creditor of Decedent's Estate. The Estate of Andrew Manigault filed a January 7, 2011 Motion for Relief from Foreign Judgment and Notice of Defenses to Foreign Judgment, on grounds the Court of Common Pleas lacked subject matter jurisdiction to address creditors claims against the Estate, another action was pending for the same claim (SCRCP 12(b)(8)), the Divorce Decree was not a "foreign judgment" as defined in the Uniform Enforcement of Foreign Judgments Act, no adjudication was made by any court that the Estate or Decedent was obligated to comply or failed to comply with the Divorce Decree, and the Appellant failed to comply with New Jersey law, the South Carolina Probate Code, and the Uniform Enforcement of Foreign Judgments Act. On July 29, 2011, the Charleston County Court of Common Pleas issued an Order Granting Defendant's Motion for Relief from Foreign Judgment, *dismissing* the Appellant's Foreign Judgment case in its entirety for lack of subject matter jurisdiction and on grounds that another action was pending in Probate Court for the same claim (SCRCP 12(b)(8)). **ROA #1** See, July 29, 2011 Charleston County Court of Common Pleas Order Granting Defendant's Motion for Relief from Foreign Judgment. The plain language on the face

of the July 29, 2011 Order *did not refer or transfer the case* to Probate Court. The Order states, in pertinent part: “For the reasons set forth above, the Defendant Estate of Andrew Manigault’s Motion for Relief from Foreign Judgment is GRANTED. This case is hereby dismissed.”

Based on the plain language of the July 29, 2011 Order, Appellant’s representation in her Initial Brief on Appeal that “The Charleston County Court of Common Pleas...referred the matter over to the Charleston County Probate Court, Case No. 2010-ES-10-0413” is false, misleading and inaccurate. *See*, Respondent’s Initial Brief, page 8. Appellant’s counsel presented similarly misleading oral argument at the Motion for Summary Judgment hearing before the Probate Court, stating “So it was dismissed and transferred to Probate Court. No objection has ever been raised as far as the validity of this foreign judgment being enforced in South Carolina.” **ROA # 19** January 19, 2017 Hearing Transcript, p. 22 lines 9-13.” Appellant’s counsel further represented to the Probate Court at the hearing:

Mrs. DeJong:“I did find where there was a file copy stamped in the Probate Court transferring – it is on file in the Probate Court – that foreign judgment.”

Court: Okay. So do you have a copy of that?

Mrs. DeJong: No, I don’t. It’s at the office.

Mrs. Blair: I’ve not ever seen a copy, Your Honor.

Mrs. DeJong: I can send one.

Court: Where would that have been transferred from?

Mrs. DeJong: From Circuit Court. Charleston County Circuit Court. It was transferred into Probate Court on or about August 1st, 2011.”

ROA # 19
See, Court Reporter’s January 19, 2017 Hearing Transcript, p. 24
line 24 to p. 25 line 10.

If a court is without jurisdiction of the subject matter, any action with respect to such a cause, other than to dismiss it, is absolutely void. Coon v. Coon, 356 S.C. 342, 588 S.E.2d 624 (Ct. App. 2005), affirmed as modified, 364 S.C. 563 (S.C. 2005). *See also*, Ross v. Richland County, 270 S.C. 100, 240 S.E.2d 649, 650 (S.C. 1978). Therefore, the Court of Common Pleas could do no more than dismiss the case over which it lacked subject matter jurisdiction; it had no power to refer a case over which it lacked subject matter jurisdiction (nor did it attempt to do so).

ROA #1

The July 29, 2017 Order Granting Defendant's Motion for Relief from Foreign Judgment expressly references the Estate's opposition to the foreign judgment (contrary to Appellant's inaccurate representations in her Initial Brief on Appeal that the Estate did not object to enforcement of the foreign Divorce Decree in South Carolina or never contested the validity of the Filing of Foreign Judgment) and grants the Estate's Motion in opposition. The Court of Common Pleas case filed by Appellant was dismissed. Upon information and belief, there is no documentary evidence of record that the Appellant ever properly domesticated any foreign judgment with respect to the South Carolina Estate of Andrew Manigault. Nor did Appellant's counsel ever produce to Estate counsel any such documentation. Accordingly, Appellant's Initial Brief assertion that her "claims within the Foreign Judgment #1 and #1B are allowed by statutory authority" lack merit, the claims were properly disallowed, and the Personal Representative is entitled to summary judgment as a matter of law.

IV. THE APPELLANT'S SECOND AND THIRD ISSUES ON APPEAL LACK MERIT AND FAIL AS A MATTER OF LAW BECAUSE THE PERSONAL REPRESENTATIVE PROPERLY COMPLIED WITH THE PRIOR VERSION OF S.C. CODE ANN. SECTION 62-3-806(a) IN EFFECT AT THE TIME OF THE DECEDENT'S DEATH. THE RELEVANT VERSION OF S.C. CODE ANN. SECTION 62-3-806(a) DID NOT CONTAIN THE DEADLINE FOR DISALLOWANCE RELIED UPON BY APPELLANT.

The Appellant's argument that the Personal Representative's January 19, 2016 Disallowance of her creditor claims violated a fourteen month from date of death "statute of limitations" contained in S.C. Code Ann. Section 62-3-806(a) lacks merit. Appellant incorrectly references in her Initial Brief the current version of S.C. Code Ann. Section 62-3-806(a). The prior version of 62-3-806(a) in effect at the Decedent's death *did not* contain any specific deadline for Personal Representative Disallowance of Claim, and the Personal Representative properly complied with that statute. The relevant prior version of S.C. Code Ann. Section 62-3-806(a) (Allowance of Claims) stated:

(a) As to claims presented in the manner described in Section 62-3-804 within the time limit prescribed in Section 62-3-803, the personal representative may mail a notice to any claimant stating that the claim has been disallowed. If, after allowing or disallowing a claim, the personal representative changes his decision concerning the claim, he shall notify the claimant. The personal representative may not change a disallowance of claim after the time for the claimant to file a petition for allowance or to commence a proceeding on the claim has run and the claim has been barred. Every claim which is disallowed in whole or in part by the personal representative is barred so far as not allowed unless the claimant files a petition for allowance in the court or commences a proceeding against the personal representative not later than thirty days after the mailing of the notice of disallowance or partial allowance if the notice warns the claimant of the impending bar. It is the responsibility of the personal representative to notify the claimant if a claim is disallowed.

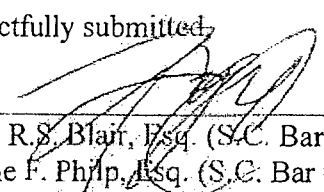
There is no evidence whatsoever that the Personal Representative's January 19, 2016 Disallowances of Appellant's Claims were not timely, taken in the context of the proper, relevant version of S.C. Code Ann. Section 62-3-806(a). Therefore, Appellant's argument lacks merit,

her creditor claims cannot be allowed, and the Personal Representative is entitled to summary judgment as a matter of law.

CONCLUSION

Based on the foregoing grounds, the Respondent Personal Representative respectfully requests that the Court affirm summary judgment in his favor, taking into account all relevant additional sustaining grounds as appear in this Initial Brief and/or in the Record, taking judicial notice of those prior versions of all relevant statutes raised in this Initial Brief and in the Court's ROA #2 April 7, 2017 Order (which were in force at the time of the Decedent's March 5, 2010 death), awarding all costs and fees associated with this appeal to the Estate of Andrew Manigault, and for such and further relief as the Court may deem just and proper.

Respectfully submitted,



Laurel R.S. Blair, Esq. (S.C. Bar #66338)
Graeme F. Philp, Esq. (S.C. Bar #11752)
WOMBLE CARLYLE SANDRIDGE & RICE LLP
5 Exchange Street
Charleston, SC 29401
Telephone: (843) 722-3400
gphilp@wcsr.com
lblair@wcsr.com

Counsel for the Estate of Andrew Manigault
Morris A. Ellison, Esq. as Personal Representative

Date: 09/29/17

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CAROL MANIGAULT,

Petitioner,

v.

MORRIS ELLISON, ESQ., as
Personal Representative of the
Estate of Andrew Manigault,

Respondent.

IN THE COURT OF COMMON PLEAS

APPEAL/CASE NO. 2017-CP-10-3110

)(FORMER PROBATE COURT 2010-ES-10-413)

CERTIFICATE OF SERVICE

FILED
2017 SEP 29 PM 1:35
JULIE
CLERK OF COURT

This is to certify that on this 29th day of September, 2017, a copy of the Respondent's Initial Brief was served on the following parties via U.S. Mail, first class postage pre-paid, as follows:

Carol Manigault
c/o Karen M. DeJong, Esq.
272 West Coleman Blvd.
Coleman Center, Suite 300
Mt. Pleasant, SC 29464

Carrie Greene
1927 Old Collins Creek Rd.
McClellanville, SC 29458

Rebecca Williams
1119 McKean Avenue
Baltimore, MD 21217

Rebecca Manigault Green
P.O. Box 463
Awendaw, SC 29429

Jerome Manigault
P.O. Box 283
Awendaw, SC 29429

Kevin Manigault
P.O. Box 291
Awendaw, SC 29429

Eileen Walker
c/o Mikaela Walker, P.R.
7518 Abbingdon Drive
Oxon Hill, MD 20745

Janet Walker
9200 Edwards Way, Apt. #202
Adelphi, MD 20783

Kenneth Walker
1120 Westfield Dr.
Oxon Hill, MD 20745

Donald Cave
c/o John Manigault
3206 John Bartram Place
Mt. Pleasant, SC 29466

Lorraine Manigault
1242 Berry Creek Dr., #203
Mount Pleasant, SC 29466-7528

Carl Manigault, Jr.
12213 Fontana Run, Apt. #103
Richmond, VA 23235

Devora Manigault Lee
2218 Riggs Ave.
Baltimore, MD 21216

Devora Manigault Lee
c/o Anthony Bernard Lee
Berthas Muscles
734 South Broadway
Baltimore, MD 21231

The Estate of Robert Manigault
Mr. John Manigault
c/o Capers G. Barr, III, Esq.
Barr, Unger & McIntosh, LLC
P.O. Box 1037
Charleston, SC 29402

Cordell Manigault
104 Neptune Court
Bronx, NY 10473

Dialysis Clinic, Inc.
1411 King Street
Charleston, SC 29403

R. David Chard, Esq.
2050 Spaulding Dr., Suite 2
N. Charleston, SC 29406

Carolina Crawler & Equipment
of Charleston, Inc.
c/o Nettles Law Office, LLC
67 Broad Street, 2nd Floor
Charleston, SC 29401

First Federal
c/o J. Ronald Jones, Jr., Esq.
Clawson and Staubes, LLC
126 Seven Farms Dr., Suite 200
Charleston, SC 29492-8144

Henry Palmer
1538 Evelina Street
Mt. Pleasant, SC 29464

George Dais
2390 Baker Hospital Blvd.,
Apt. H101
North Charleston, SC 29405

Resurgent Capital
c/o Simm Associates
800 Pencader Dr.
Newark, DE 19702

Estate of Neal Baker
c/o Elizabeth M. Baker, PR
74 Rebellion Road
Charleston, SC 29407

Estate of Neal Baker
c/o Paul M. Lynch, Esq.
Moore & Van Allen
78 Wentworth Street
Charleston, SC 29401

David Stern
147 Tradd Street
Charleston, SC 29401

Ben Coker
Elliott Locklear
c/o Ashley Engineering and
Surveying, Inc.
306 Sangaree Parkway
Summerville, SC 29483

Mullet Enterprise, LLC
Attn: Mark Beasenburg
676 Leader Lane
Mount Pleasant, SC 29464

Peter A. Kouten, Esq.
Kouten Law Firm, LLC
PO Box 340
Johns Island, SC 29457

Inheritance and Probate Funding LP
Attn: Guido Evangelista
18 Commons Court
Isle of Palms, SC 29451

John J. Dodds, III, Esq.
Cisa & Dodds, LLP
858 Lowcountry Blvd., Suite 101
Mt. Pleasant, SC 29464

Ciao Bella Inc.
49 Morgan Place Dr.
Isle of Palms, SC 29451

Coastal Maritime Leasing LLC
Attn: Mark Beasenburg
676 Leader Lane
Mt. Pleasant, SC 29464

Ciao Bella Inc.
650 Hannah Park Lane
St. Augustine, FL 32095

S.E.A. Mortgage REIT, Inc.
Attn: Guido Evangelista, Director
18 Commons Court
Isle of Palms, SC 29451

Opportunity Investment Capital Inc.
Attn: Billie Attaway, Jr.
P.O. Box 302
Mt. Pleasant, SC 29465-0302

Commercial Real Estate Capital, Inc.
Attn: Billie Attaway, President/CEO
P.O. Box 302
Mt. Pleasant, SC 29465-0302

WOMBLE CARLYLE SANDRIDGE & RICE, LLP

By: 
Assistant to Laurel R.S. Blair

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

J. Mark Hayes, II, Circuit Court Judge

Case No. 2017-CP-10-03110
(formerly Probate Court Case No. 2010-ES-10-00413)

CAROL MANIGUALT,

Appellant,

v.

MORRIS ELLISON, AS PERSONAL
REPRESENTATIVE OF THE ESTATE
OF ANDREW MANIGAULT,

Respondent.

FILED
2019 JAN 17 PM 1:36
JULIE J. ANNSTROM
CLERK OF COURT
BY 58

NOTICE OF APPEAL

Carol Manigault appeals the Order of the Honorable J. Mark Hayes, II filed December 27, 2018. This Notice of Appeal is to conform to Rule 203, SCACR and includes the names, mailing addresses, and telephone numbers of all attorneys of record and the names of the parties represented by each.

January 15, 2019

DeJong Law Firm, LLC
By: Karen M. DeJong
Karen M. DeJong, Esq.
Bar No. 70699
222 West Coleman Blvd., Ste. 110
Mount Pleasant, SC 29464
Tel. No. 843-216-6161

Fax No. 843-300-1080
karen@dejonglawfirm.com
Attorney for Appellant

Other Counsel of Record
James D. Myrick, Esq.
Womble Bond Dickinson, LLP
5 Exchange Street
Charleston, SC 29401
Tel. No. 843-772-3400
Fax No. 843-723-7398
jim.myrick@wbd-us.com
Attorney for Respondent

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

J. Mark Hayes, II, Circuit Court Judge

Appellate Case No. 2018-001945
Circuit Court Case No. 2017-CP-10-03110
(formerly Probate Court Case No. 2010-ES-10-00413)

CAROL MANIGUALT,

Appellant,

v.

MORRIS ELLISON, AS PERSONAL
REPRESENTATIVE OF THE ESTATE
OF ANDREW MANIGAULT,

Respondent.

BY LE

JULIE J. ARMSTRONG
CLERK OF COURT

2019 JAN 17 PM 1:36

FILED

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on the Charleston County Clerk of Court, by depositing a copy of it in the United States Mail, via regular mail, on January 16, 2019, addressed to Hon. Julie Armstrong, Charleston County Clerk of Court, 100 Broad Street, Charleston, SC 29401.

January 15, 2019

DeJong Law Firm, LLC

By: Karen M. DeJong

Karen M. DeJong, Esq.

Bar No. 70699

222 West Coleman Blvd., Ste. 110
Mount Pleasant, SC 29464

Tel. No. 843-216-6161
Fax No. 843-300-1080
karen@dejonglawfirm.com
Attorney for Appellant

Other Counsel of Record
James D. Myrick, Esq.
Womble Bond Dickinson LLP
5 Exchange Street
Charleston, SC 29401
Tel. No. 843-722-3400
Fax No. 843-723-7398
Jim.myrick@wbd-us.com
Attorney for Respondent

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

J. Mark Hayes, II, Circuit Court Judge

Case No. 2017-CP-10-03110
(formerly Probate Court Case No. 2010-ES-10-00413)

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Respondent.

FILED
2019 JAN 17 PM 1:37
JULIE J. ARMSTRONG
CLERK OF COURT

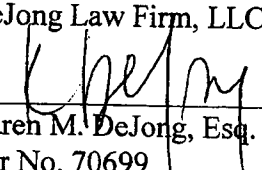
PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Morris Ellison, by depositing a copy of it in the United States Mail, via certified mail, return receipt requested, on January 16, 2019, addressed to his attorney of record, James D. Myrick, Esq., Womble Bond Dickinson, LLP, 5 Exchange Street, Charleston, SC 29402.

January 15, 2019

DeJong Law Firm, LLC

By:


Karen M. DeJong, Esq.

Bar No. 70699

222 West Coleman Blvd., Ste. 110
Mount Pleasant, SC 29464

Tel. No. 843-216-6161
Fax No. 843-300-1080
karen@dejonglawfirm.com
Attorney for Appellant

DeJong Law Firm
222 West Coleman Boulevard
Suite 110
Mount Pleasant, SC 29464

Telephone: (843) 216-6161

Fax: (843) 300-1080

January 15, 2019

Hon. Julie Armstrong
Charleston County Clerk of Court
100 Broad Street
Charleston, SC 29401

RE: Carol Manigault v. Morris Ellison, as Personal Representative of the Estate of Andrew Manigault
Case: 2017-CP-10-03110
Formerly Probate Case No. 2010-ES-10-00413

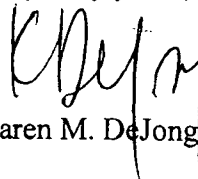
Dear Sir/Madam:

Enclosed please find two copies of the Appellant's Notice of Appeal, Proof of Service (2) and copy of the Order that will be challenged on Appeal in connection with the above captioned matter.

Please return a filed copy in the self-addressed stamped envelope that is enclosed for your convenience.

If you have any questions, please let me know.

Very truly yours,



Karen M. DeJong

KMC:abc
Enclosures

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE MATTER OF:
THE ESTATE OF ANDREW
MANIGAULT (Decedent)
CAROL MANIGAULT

Appellant

vs.

MORRIS ELLISON, ESQ. AS
PERSONAL REPRESENTATIVE FOR
THE ESTATE OF ANDREW
MANIGAULT

Respondent

THE COURT OF COMMON PLEAS

DOCKET NO. 2017-CP-10-3110

TRANSCRIPT OF RECORD

July 30, 2018
Charleston, South Carolina

B E F O R E:

THE HONORABLE J. MARK HAYES, II, JUDGE

A P P E A R A N C E S:

KAREN M. DEJONG, ESQ.
Attorney for the Appellant

JAMES D. MYRICK, ESQ.
Attorney for the Respondent

JOYCE C. RUEGER, CVR-M
Circuit Court Reporter

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1 PROCEEDINGS

2 THE COURT: I was able to make copies of most of
3 the pleadings and the briefs that were on file. I did
4 not make copies of the attachments in the file so if --
5 do I need to get my computer?

6 MR. MYRICK: What I did was, Your Honor, I put on
7 your desk up there an attachment, a copy of the full
8 record on appeal that should have everything that you
9 need in terms of those attachments.

10 THE COURT: All right.

11 MR. MYRICK: I did one other thing I think you're
12 going to need. When you look at the briefing it was
13 never reconciled as to a final record on appeal. And
14 you're going to need that if you're going to -- if this
15 is going to be intelligible because you're going to need
16 -- if you are going to follow you have to be able to have
17 that. So let me give you -- I have that for the
18 Plaintiff's briefing and I have it for our briefing.

19 [Whereupon, Mr. Myrick provides documents to the
20 Court]

21 MR. MYRICK: And you'll see at the top margin I
22 said with record on appeal sites JDM; that's just my
23 initials Jim Myrick, Your Honor. That will help you
24 because if you look at that you'll see in every page I
25 took her reference and went back to the record of appeal

1 for that index and did the cross-reference. Do you see
2 that?

3 [Whereupon, the court reviews documents]

4 THE COURT: I do.

5 MR. MYRICK: Okay. And I've done the same thing of
6 course for our brief. That's our brief. I just handed
7 you her brief and this is our brief that does the same
8 thing.

9 [Whereupon, Mr. Myrick provides more documents to
10 the Court]

11 THE COURT: And I appreciate you handing me those
12 things. Do you have those two that you could have copies
13 for the court reporter?

14 MR. MYRICK: I brought copies for the court
15 reporter and did not hand them to her. They are right
16 here so let me do that. I'm sorry about that.

17 [Whereupon, documents are provided to the court
18 reporter]

19 MR. MYRICK: I think we should make them Court's
20 exhibits please.

21 [Whereupon, Court's exhibit numbers 1 and 2 are
22 marked by the court reporter]

23 MR. MYRICK: Now I believe that covers both of our
24 situations so that you can cite to that record on appeal.

25 THE COURT: All right.

Estate of Andrew Manigault, et al v Morrison Ellison
Appeal from Probate Court
July 30, 2018

1 MR. MYRICK: I'd like to ask Ms. DeJong if that is
2 okay with her so we can make it part of the transcript so
3 we have it in here.

4 [Whereupon, Mr. Myrick and Ms. DeJong confer]

5 THE COURT: As opposed to having Ms. DeJong go
6 through everything if after this hearing you see that
7 there is something that needs to be corrected just notify
8 us and we'll make that part of the record as well. All
9 right, yes, sir?

10 THE COURT: This is Ms. DeJong's motion. This is
11 an appeal from the Probate Court and she is the appellate
12 who will be responding. I'm Jim Myrick from Womble Bond
13 Dickinson and with me is my client Morris Ellison also
14 with the firm. And he is the personal representative of
15 the Estate of Andrew Manigault.

16 THE COURT: Okay. Yes, ma'am?

17 MS. DeJONG: Your Honor, my name is Karen DeJong.
18 I am the attorney for the appellant, Carol Manigault.
19 The decedent Mr. Andrew Manigault passed away March 2010.
20 And these dates are important. So after the death I
21 filed two creditor's claims on behalf of appellant; one
22 on September 18, 2010 and one on November 17th, 2010.
23 The order that we're here with regards to did rule that
24 those two creditor's claims were filed timely. The
25 personal representative, the respondent, filed a

1 disallowance of those two creditors' claims on February
2 19, 2016 -- oh, I'm sorry January 19, 2016; more than
3 five years later. More than five years after I filed the
4 two creditor's claims.

5 I subsequently filed a petition for allowance of the
6 two claims on February 19th, 2016. November 18th, 2016
7 the respondent, the personal representative, filed a
8 Motion for Summary Judgment based upon untimely service
9 of the appellant's Petition for allowance of the two
10 creditor's claims. And he also argued in his Motion for
11 Summary Judgment with regards to a New Jersey foreign
12 judgment that I also filed on behalf of the appellant.

13 I filed opposition papers and we had a hearing
14 before Judge Curry and the date of the hearing was
15 January 19, 2017. The Judge did grant summary judgment
16 to the respondent, the personal representative. Your
17 Honor, this is extremely important for purposes of today
18 the Judge only ruled on the timeliness of my filing the
19 Petition for allowance of the claim.

20 She even said in her order in the last page I
21 believe that given this ruling regarding the timeliness
22 of appellant's filing a Petition for allowance of the
23 claim the Court may not reach respondent's alternate
24 arguments regarding improper service of appellant's
25 petition or the enforceability of the foreign judgment.

1 She only ruled on the timeliness. Your Honor, based upon
2 that ruling I reviewed the respondent's brief, the
3 initial brief, and all four arguments were not part of
4 that ruling. There has been no finding of facts on any
5 of those four arguments at the lower Court.

6 There have been no conclusions of law in the lower
7 Court regarding those four arguments. And I'm not sure
8 I'm using the right word but I would ask that those
9 arguments be stricken. I actually printed out copies for
10 everybody to take a look at quickly.

11 [Whereupon, Ms. DeJong provides documents to the
12 Court]

13 MS. DeJONG: And I could go each one of them if you
14 would like.

15 [Whereupon, the court reviews documents]

16 THE COURT: Okay.

17 MS. DeJONG: Can we go through each one then?

18 THE COURT: However you would like to proceed.

19 MS. DeJONG: With regard to respondent's argument
20 number one in his initial brief he states that the
21 appellant's creditor's claims are barred for failure to
22 properly and timely serve the Summons and Petition for
23 allowance of the claim within the statutory 30 day
24 deadline. That was not ruled upon in the lower Court.
25 The respondent is talking about the Petition for the

1 allowance of claims being served upon him after the fact.
2 That was not ruled upon by the Court. In fact the Court
3 declined to rule upon it in its order.

4 Argument number two; appellant's creditor claims are
5 barred pursuant to South Carolina Code section 15-3-531.
6 That is a three year statute of limitations for contract.
7 That was not ruled upon by the Court.

8 Argument number three; appellant brings up a Motion
9 for Relief from Foreign Judgment in regards to a court
10 order from the Court of Common Pleas. That foreign
11 judgment has not been adjudicated with the lower Court.
12 The Court declined to rule on that in the order that
13 we're here today for.

14 And last argument number four; respondent has argued
15 that the personal representative properly complied with
16 the relevant -- this is important -- with the relevant
17 prior version of South Carolina Code section 62-3-806(a)
18 which is the section we're going to argue about today.
19 But the respondent has never raised this argument in
20 lower Court. It is not in any pleadings.

21 This particular argument was not even in his Motion
22 for Summary Judgment so this is a brand new argument and
23 that is barred pursuant to South Carolina Code section
24 62-1-308(i) in that he cannot bring up new evidence at
25 the appeal level. Thank you, Your Honor.

Estate of Andrew Manigault, et al v Morrison Ellison
Appeal from Probate Court
July 30, 2018

1 MR. MYRICK: Yes sir, are you ready for me?

2 THE COURT: Yes, sir.

3 MR. MYRICK: Thank you very much. Your Honor, my
4 name is Jim Myrick. I practice with Womble Bond
5 Dickinson. My client here today just to give you that
6 name one more time is Morris Ellison. He is a personal
7 representative of the estate of Andrew Manigault.

8 And to start off I will make mention of a couple of
9 points based on what Ms. DeJong has said. The first
10 thing is this Court is standing in an appellate capacity
11 of course from the Probate Court. And matters of law
12 would belong to this Court. That would be appropriate
13 for us to bring up in any pleading appealing the matter
14 from the Probate Court.

15 And if there are issues of law that would control or
16 support the underlying determinative evaluation and
17 judgment by Judge Curry we are perfectly entitled to
18 bring them up in our brief. In fact, we better be
19 bringing them up in our brief and they should be
20 supported here.

21 The second thing I want to mention is that as to
22 foreign judgments that is clearly an issue of law as to
23 -- Ms. DeJong brought it up within her own appellate
24 brief the issue of the foreign judgment matter of law and
25 as to the other matters regarding construction of the

1 rules about when Petitions must be filed in the Probate
2 Court those are always going to be a question of law and
3 must be addressed by the Appellate Court would be my
4 initial assessment of that. But given that that's the
5 background that I'm going forward with I'd like to supply
6 the Court a little bit of additional background.

7 We're here today on the appellate review of an order
8 for summary judgment quoted by, as granted by Judge
9 Tamara Curry of the Charleston County Probate Court. She
10 made that ruling on April 7th, 2017. Let me give you a
11 little bit of background. The appellate here represented
12 by Ms. DeJong is an ex-wife of Andrew Manigault. They
13 were married in 2002. Then Andrew Manigault died in
14 2010. Still we're appearing today involving only the
15 creditor's claim because still under the will of Andrew
16 Manigault his wife is a 50 percent beneficiary.

17 THE COURT: The ex-wife or the wife?

18 MR. MYRICK: The ex-wife; I'm sorry. There is only
19 one that I know of and she's the ex-wife. So the ex-wife
20 is still entitled to that. So really we're not here at
21 all today to address her beneficiary status of the will;
22 it's just her creditor's claims. But her creditor's
23 claims would effectively wipe out the entire estate. So
24 that's a point to be made here. I think it's relevant on
25 the issue of ---

Estate of Andrew Manigault, et al v Morrison Ellison
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July 30, 2018

1 MS. DeJONG: --- objection ---

2 MR. MYRICK: --- what are we talking about. The
3 record is ---

4 THE COURT: --- and your objection?

5 MS. DeJONG: We need to focus on what's before us
6 right now. He's going off on the value of the estate and
7 so on and it has nothing to do with why we're here today.
8 We have to stay -- I would ask the Court we stay within
9 the confines of what we submitted to the Court.

10 THE COURT: You'll have a chance to reply and bring
11 the Court's attention back to where you feel like it
12 needs to focus.

13 MR. MYRICK: So the other point I would make to you
14 is that today we're here and remember under South
15 Carolina Appellate Rule 220(c) the Court can look to
16 additional sustaining grounds for any decision that comes
17 up from the lower ranks. And that's often the case. And
18 I just want to; I'm going to identify those grounds as we
19 go forward as my argument proceeds.

20 But first I want to make this point to you. In Ms.
21 DeJong's argument either in her written brief or what she
22 presented to you today earlier I want you to notice she
23 did not directly address the substance of the underlying
24 Court's opinion, the Probate Court's ruling. Here's the
25 law on that matter. The status of the law in South

1 Carolina in 2010 was that a creditor's claim was not
2 allowed by a PR must be pursued within one year or it was
3 lost. That citation is 62-3-803(a). Now here Ms. DeJong
4 is right. There were two creditor's claims that were
5 filed. They were filed in time but they were not allowed
6 by the PR.

7 Ms. Manigault had a unilateral right to pursue the
8 claims by filing a Summons and Petition under 62-3-804(2)
9 for one year's time. That statute said the claimant may
10 commence a proceeding against the personal representative
11 in any Court where the personal representative may be
12 subjected to jurisdiction to obtain payment of its claim
13 against the estate but the commencement of the proceeding
14 must occur within the time limited to presenting the
15 claim. And the claimant must file a written statement of
16 the claim as in one with the Clerk of the Probate Court.

17 So she had filed an underlying creditor's claim but
18 when the PR did not allow it she was not allowed to stand
19 on her rights. And as Judge Curry correctly ruled in my
20 view she lost her claims, her claim was automatically
21 disallowed by the statute. And that's the critical part,
22 yes. From Ms. Ms. DeJong's comments and briefs she
23 accurately notes that a reporter's comment was quoted by
24 the Judge that wasn't under the statute; that's accurate.
25 That reporter's comment dated to an earlier version of

1 it. That also is accurate. But that does not change the
2 outcome. Merely that the court cited to a reporter's
3 comment that was older does not control the results and
4 action based on the language of the statute.

5 So let's go -- I referenced a moment ago additional
6 sustaining grounds under 220(c) and I want to address
7 these and then I'm going to address the three errors that
8 she alleged in her brief; that's sort of the roadmap. So
9 we're going to talk the sustaining grounds under 220 and
10 then I'm going to talk about the three errors that she
11 cited in her brief although she didn't go into them here
12 today.

13 One such additional sustaining ground, and this is
14 comprehensive, simple, and clear. Under any scenario the
15 creditor's claims were disallowed by the PR on January
16 19th, 2016. Also under any scenario section 62-3-804(2)
17 requires the legal proceeding against the PR must be
18 filed and served within 30 days. That's the law on that
19 issue. This did not happen.

20 THE COURT: Within 30 days of the disallowance?

21 MR. MYRICK: Yes. The petition for the creditor's
22 claim was filed but it was not served. Service failed.
23 Instead there was an un-posted, undated envelope dropped
24 off at our receptionist desk and it appears in the record
25 at tab 26. But to save you fishing around I want to show

1 it to you. I think you'll find that is exactly what goes
2 under tab 26.

3 [Whereupon, Mr. Myrick provides documents to the
4 Court]

5 MR. MYRICK: No affidavit of service of this was
6 ever filed with the Court even to this day. And service
7 was required as under the South Carolina Rules of Civil
8 Procedure Rule 4. Instead the only proof is that sheet
9 that you have in front of you.

10 And Mr. Ellison did not receive this on February
11 19th as suggested on that document. And the rules are
12 clear under Rule 4(d) that this does not constitute
13 proper service. Specifically, I will cite to 62-3-1305
14 service of Summons and Petition. And it reads and I
15 quote:

16 To such Summons a copy of the Petition must be
17 attached and copies of the Summons and Petition served on
18 the personal representative, the heirs or devisees and
19 any other person required by the Court in its discretion
20 in like manner as Summons and Complaints are served in
21 civil actions in Circuit Court.

22 Well, why is that so important? Why can't you just
23 drop it by? You can't just drop it by because it is the
24 commencement of a legal proceeding. And the PR never
25 accepted service on this and for this reason Your Honor

1 it's very important to note to preserve the -- how do you
2 achieve service and achieving service are to be held up.
3 It is not something to be simply disregarded because it
4 sets a pattern if you allow it. Additional detail if you
5 want to look at this later when we're not here is at page
6 14 and 15 of our brief.

7 Additional sustaining ground number two underlying
8 claims are barred by the statute of limitation. This is
9 the second independent sustaining ground that the
10 underlying creditor's claims are barred by the South
11 Carolina statute of limitations at 15-3-530(1).

12 Now let me tell you a little bit about the
13 background that I will fill in around that concept. The
14 amounts that are allegedly due here pursuant to this
15 divorce that occurred in New Jersey in 2002 were about
16 monies that were due on a mortgage and about some
17 unidentified properties. Here I'm talking about those
18 monies.

19 Those monies if they were ever due, and we're
20 talking about hundreds of thousands of dollars alleged by
21 the appellate were more than three years old at the time
22 of the decedent's death. I think that's the right way to
23 phrase it. They were more than three years old at the
24 time of the decedent's death. Here are the facts. The
25 2002 divorce decree required the decedent to make

1 mortgage payments. That's accurate. It's in the divorce
2 decree. But she had contemporaneous knowledge that he
3 wasn't making these payments so much so Your Honor that
4 she alleges in 2005 in the material she provides to the
5 Court that she had to refinance the mortgage. The HUD
6 statement is in her claim which is filed with the Court
7 and that is dated March 17, 2005.

8 So if she had a claim against her ex-husband she
9 knew she should have pursued it while back in 2005 she
10 refinanced and she didn't do anything about it. And for
11 that reason that would be an independent ground why this
12 Court in South Carolina shouldn't have to entertain that
13 matter.

14 Now, I told you I should come to the specific three
15 errors that were cited by the plaintiff. This is error
16 one. She says in her brief although I understood her to
17 say something a little differently here today she says as
18 error one that it was an error that the Judge did not
19 rule on the foreign judgment claim.

20 And in her brief she says after citing claims one
21 and two the Judge said that she did not reach the divorce
22 decree on a foreign judgment. And that's accurate. And
23 then she went on to say but they are separate foreign
24 judgments enforceable due to the Uniform Enforcement of
25 Foreign Judgment Act, 15-35-720. And I'm quoting from

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1 her brief there. And she says that we, the estate,
2 didn't contest it within 30 days. Something was filed
3 and we didn't contest within 30 days. But here's what I
4 have to say to that Judge Hayes the Circuit Court Judge
5 Roger Young already addressed this issue on August 1,
6 2011.

7 And you'll find his ruling as exhibit 1 in the
8 appellate record. He dismissed the case. He said he
9 dismissed this case that reported what the appellate
10 calls the domesticated judgment. That's what she calls
11 it but we're going to go into that for a minute. And
12 Judge Young's ruling was never appealed.

13 Here's the relevant chronology of that issue. First
14 on November 17, 2010 Carol Manigault, the ex-wife, filed
15 a creditor's lien in Probate Court by which she sought
16 equitable distribution of certain real property located
17 in South Carolina and North Carolina. And also at the
18 same day she filed in the Circuit Court a notice of
19 filing a foreign judgment on November 17, 2010.

20 And in that pleading she attempted what appeared to
21 be to domesticate a divorce decree from 2002 from the New
22 Jersey court and she claimed it was unsatisfied. And
23 that's what Judge Roger Young notes on page 2 of his
24 order. But here's what additionally what you need to
25 know in order to consider this. Carol Manigault never

1 went back to the New Jersey Family Court which retained
2 exclusive jurisdiction over that matter for a
3 determination that Mr. Andrew Manigault breached that
4 agreement. She never went to the New Jersey Family Court
5 for a determination of any amount that would have been
6 due under that. And she brings back which it really begs
7 the question to the South Carolina court saying here's my
8 judgment.

9 Well, it has no number affixed to it, nobody has
10 even determined that the fellow was even in breach of it
11 in any way and it's over eight years old at the time of
12 his death and she had taken no action in New Jersey to
13 handle that matter further or to get a determination from
14 that Court of any sort of breach under the default
15 decree.

16 And as I mentioned before Ms. Manigault's Petition
17 on its face shows that the claims were for a period more
18 than three years preceding the 2010 death of Andrew
19 Manigault. If she had a claim to bring during that
20 period of time, a breach, she should have brought it up
21 there in New Jersey and have that Court make that
22 determination. So any claim here would be undetermined.
23 Now what law in South Carolina applies to this? Code
24 section 15-35-920 has certain requirements for the
25 enrollment of a foreign judgment and it must be properly

1 enrolled with the Clerk of Court of Charleston County.
2 That's one of them. It must be docketed under section
3 920 and should be indexed. Now, when we moved to dismiss
4 this filing in Circuit Court the Circuit Court agreed
5 that it should be dismissed.

6 And in that ruling Judge Young said number one,
7 whatever she's got here and he didn't refer on the merits
8 of any of it, the Probate Court has exclusive
9 jurisdiction over these claims. Two, that that Court
10 also has the authority to hear and determine anything
11 related to any marital agreements.

12 That's the way he phrased it because as a foreign
13 domesticated judgment and in our view it didn't meet the
14 snuff. He said that that Court would have to have
15 concurrent with Family Court to review those things. And
16 he wrote, and I'm quoting now:

17 Therefore to the extent Carol Manigault has a claim
18 for real property owned by Ray Andrew Manigault before
19 his death her claim cannot be adjudicated in the Court of
20 Common Pleas. Therefore, I have no subject matter
21 jurisdiction. And further, he wrote, she had already
22 filed creditor's claims in the Probate Court so her
23 claims must be under Rule 12(b)(8) dismissed. And he did
24 dismiss it. This is important to note. He didn't refer
25 it over or transfer jurisdiction to the Probate Court

1 that's not what happened; he dismissed it from Circuit
2 Court. And again to reiterate there was no appeal of his
3 ruling there. So what we have is an ineffective attempt
4 to domesticate a foreign judgment. It was disallowed by
5 the Circuit Court and we have that ruling and Judge Curry
6 felt like she didn't even really need to get to that
7 point. I bring that up because Ms. DeJong brought it up.

8 Error two. This is the second error that Ms. DeJong
9 feels is important and that is she states in her brief
10 the Court disregarded the statute of limitations in
11 section 62-3-806(a) to wit, and I want to quote that, the
12 PR must serve an allowance for disallowance within 60
13 days of presentment or within 14 months after death
14 whichever is later.

15 Now, I want to say if you go and open up the statute
16 right now that's what you'll find. That is what that
17 says for now. But what the appellate fundamentally
18 missed is that's the language as it appears now. But
19 that's an amended statute that was passed in 2014 and was
20 in effect in 2016 but not the statute in effect in 2010
21 at the time of decedent's death.

22 And that's the controlling time one has to look at
23 in order to make this determination. That's the marker
24 is that date of death. So what did it read like in 2010?
25 In 2010 the applicable statute, this statute had no such

1 time limitation for 60 days or for 14 months. Therefore,
2 there is no 806 statute of limitation argument available
3 to her under this because I have a handout and I can show
4 it to you to prove it to you this is the law in 2010 and
5 now. Well, in 2010 and 2016 which she cites to which
6 was based on that code -- that's a copy and I'd like to
7 make that the next Court's exhibit.

8 [Whereupon, Mr. Myrick provides documents to the
9 Court]

10 [Whereupon, Court's exhibit number 3 is entered into
11 evidence by the court]

12 MR. MYRICK: And what I did was you'll see there
13 I've got the 2010 code as the second page and the code
14 that was derived from 2014 on the last page. But
15 importantly to make it easier on you if you look at the
16 first page that's the text comparison. And in the margin
17 I wrote a little key, bold equals 2010 code, and you can
18 compare this when you take this back, and highlighted is
19 the 2014 code.

20 And if you follow me I'll only go as far as the
21 first sentence because that's all you really need to see.
22 As to claims presented -- and I'm under 62-3-806
23 allowance of claims (a) -- as the claims presented in the
24 manner described above within the time limit prescribed
25 in 62-3-803, and this is the new language, within 60 days

1 after the presentment of the claim or within 14 months
2 after the death of decedent whichever is later the
3 personal representative, and if you look there is the
4 critical language, and you may know this cite from other
5 things that you've done, but there is the language that
6 appeared in 2010, may mail a notice stating the claim has
7 been allowed or disallowed.

8 And if you remember there was a good bit of
9 controversy about this in South Carolina. But that's
10 going a little bit outside, but you may have an
11 independent memory of that. But that's the key. This
12 personal representative in 2010 did not have a legal
13 obligation to send out that allowance or disallowance at
14 that time. That was not incumbent upon him. There was
15 not a rule saying he had to do it within 60 days or 14
16 months.

17 And so if you look at that background such
18 disallowance of claims was in fact later supplied in
19 2016. And Ms. DeJong is right. It was a period of about
20 five years. So one would wonder why? What was the
21 reason for delay? Think about what was going on in 2009
22 and 2010 what had happened to property values in the
23 market. This is a real estate, this is all about real
24 estate that existed in this estate and it wasn't worth
25 squat compared to what it had been worth. There wasn't

1 any assurance that the assets in the estate would even
2 meet the creditor's demands so why in the world would you
3 spend money litigating that issue before you knew that
4 there was something to argue over.

5 And it wasn't until deliberate action in holding
6 onto the property and finding a way to better market and
7 frankly the passage of time that gave it any value
8 whatsoever so that people now can could come to the
9 estate and try to divide it up. They were land rich and
10 cash poor and the market had crashed. And the market
11 really wasn't even solvent in 2010 when this fellow died.
12 It would have been irresponsible to do other things at
13 that point in time.

14 And to come back to the point that the PR is looking
15 at the statute and it says he may provide allowance or
16 disallowance. He's trying to look at all this in
17 context. He does file a disallowance when the property
18 values recovered on January 20th, 2016. And what happens
19 then was when he sent out this disallowance Judge Hayes
20 the creditor then has to take action under any scenario;
21 under the scenario in 2010 or the scenario in 2016.

22 There is an obligation at that point to file and
23 serve a Summons and Petition within that 30 days. This
24 part doesn't change and I talked to you about that
25 earlier so I won't go over it again. It was filed but it

1 was not served. And the statute reads: Every claim
2 which is disallowed in whole or in part by the personal
3 representative is barred so far as not allowed unless the
4 claimant files a petition for allowance in the Court or
5 commences a proceeding against the personal
6 representative not later than 30 days after the mailing
7 of the notice of disallowance or partial allowance if the
8 notice warrants the claimant of the impending bar.
9 That's 62-3-806(a) or (9). I'm sorry, I can't read my
10 own writing; it's one or the other (a) or (9). But that
11 links us back into saying that has to be filed and
12 served. It wasn't done.

13 So error three that is assigned to us is this. The
14 Court cited as its primary authority the reporter's
15 comment printed after 62-3-806. And then her brief
16 continues. Again, since the respondent did not fail his
17 disallowance and appellant's claim within the statutory
18 time period we need look no further as to either party's
19 actions or filings past that date. That's what she
20 wrote.

21 Well, that tells us that the real issue, the real
22 error the appellant is citing is found here when she says
23 since the respondent did not file his disallowance
24 appellant claim within the statutory time period. Well,
25 that's kind of a garbage in garbage out argument because

1 what we know under the statute is there was no
2 obligation. So that's not going to be a telling point.
3 She's correct that the reporter's comment was from an
4 earlier version but it's certainly not the primary
5 authority that the Court used. It was the code itself
6 that the Court used to say look, it's been past a year.

7 You might not have liked the way the law was written
8 in 2010 but the law was written in 2010 the way the law
9 was written in 2010. And so when the appellate cites to
10 the wrong version of the code which applies at that time
11 period we have to look at the correct code in order to
12 make a fact determination.

13 So even if she did cite to the reporter's comment
14 that's clearly a harmless error because Judge Curry got
15 it right in the law. In short her client would have
16 needed to take action two times Judge Hayes. The first
17 time was when these or after the first period she had a
18 year to do something and she didn't do anything after the
19 original creditor's claim was not allowed expressly by
20 the PR then the burden shifted to the creditor to go and
21 do something about that.

22 Then there was that whole period leading up from
23 2002 to 2010. Then no action was taken by the creditor
24 from 2010 to 2016. But in 2016 when she got that
25 disallowance again, there was a trigger for her. She had

1 to file and serve that and it didn't happen within the
2 time period so she's out of time. There is one other
3 point that I'm obligated to make for this as it becomes
4 an appellate record and that's at page 10 of my brief and
5 I'll be very brief on this.

6 The initial brief and designation of matter were
7 filed and served in this matter. That deadline was
8 August 28th, 2017 and this did not happen until August
9 30th, 2017. And this is under Rule 62-1-308(d) and Rule
10 208 of the South Carolina Appellate Court Rules. That's
11 all I have Judge Hayes.

12 THE COURT: So you believe that Judge Curry was
13 correct in the initial order without ever addressing the
14 arguments that you now present as further support of the
15 decision?

16 MR. MYRICK: I think they could be argued in both
17 ways Judge Hayes. I think we have additional sustaining
18 grounds. But I think under the law she had it right
19 under the comments -- the reporter's comments she had it
20 wrong. There was a one year period that applied to it so
21 she came about it in a different way than I would have
22 maybe but I'm not the Judge.

23 THE COURT: All right. I've done things that
24 people don't agree with the way I got there.

25 MR. MYRICK: Thank you, Your Honor.

Estate of Andrew Manigault, et al v Morrison Ellison
Appeal from Probate Court
July 30, 2018

1 THE COURT: Thank you. Yes, ma'am?

2 MS. DeJONG: Your Honor, with regard to my first
3 argument that respondent's fourth argument in his initial
4 brief are improper for reasons that I handed up to the
5 Court before. The only explanation that respondent's
6 attorney gave is that the Appellate Court can decide
7 these issues as a matter of law.

8 That's the only argument he gave. Those were his
9 words. However, the Appellate Court can't make decisions
10 as to a matter of law unless there has been a decision by
11 the lower Court. There has, as I said before, there has
12 been no finding of fact. There have been no conclusions
13 of law.

14 There is no aggrieved party with which to use the
15 mechanism of an appeal to bring it forward to the
16 Appellate Court with regards to the four issues that they
17 raise in their argument. So I think that those arguments
18 should just be disregarded and stricken from the record.

19 He stated, the respondent's attorney stated that,
20 and I'm already argued the foreign judgment but with
21 regards to the foreign judgment the respondent's attorney
22 is talking about the one that was filed in the Charleston
23 County Court of Common Pleas. That same day the foreign
24 judgment was filed in Charleston County Probate Court.
25 The Judge dismissed the foreign judgment in the Court of

1 Common Pleas because I consented to it, that we all
2 agreed and Mr. Ellison was at the hearing that day, we
3 all agreed that this foreign judgment should be properly
4 heard before the Probate Court. And that judgment was
5 filed with the Probate Court. There is a little
6 misleading going on there. That was error number one
7 that Mr. Myrick brought up.

8 Error number two, that the personal representative
9 was not served within 60 days or 14 months, whichever is
10 later is the statute of limitations that I'm arguing.
11 This is really interesting. Until today I had never seen
12 this 2010 version of section 62-3-806(a) which is now
13 what they are relying upon for the Court to consider.

14 This was never submitted to the lower Court, this
15 2010 statute. This wasn't even the statute that the
16 Court relied on in its order granting summary judgment.
17 The Court relied on 62-3-806(a) amended 2013. So this is
18 new and this should be disregarded.

19 The reason that I'm here and the strongest argument,
20 the primary argument that I have is that the Court ruled
21 based upon 62-3-806(a) amended 2013 ruled that the
22 Petition for allowance of the claim was not timely filed.
23 I'm arguing that that statute is inapplicable that we
24 need to look to the 2016 statute and I'll tell you why.
25 Your Honor, beginning with a notice of allowance and

1 disallowance of claim which the PR filed on January 18,
2 2016 they used the form that was approved for the year
3 2016. Your Honor, I've already -- this page number 71 of
4 our record on appeal do you want a copy too?

5 THE COURT: If you have an extra one?

6 MS. DeJONG: Yes, sir.

7 MS. DeJONG: It's the latest form and it says
8 12/2014 and this is a form that is proper for 2016 filing
9 a disallowance of claim.

10 [Whereupon, Ms. DeJong provides documents to the
11 Court]

12 MS. DeJONG: The respondent's Motion for Summary
13 Judgment it cites 62-3-806(a) verbatim from the 2016
14 edition of that statute. And I have that here as well,
15 Your Honor. I put R for respondent as cited in its
16 Motion for Summary Judgment as appellate obviously --

17 [Whereupon, Ms. DeJong provides documents to the
18 Court]

19 MS. DeJONG: The respondent's initial brief
20 verbatim they cite section 62-3-806(a) 2016 edition as
21 their argument. And that's what we're bound by. That's
22 what I've used, respondent's attorneys have used and now
23 to try to go back to 2010; it's never been presented
24 before and it's inappropriate. And this is my argument
25 with regards to why I would like to see the summary

1 judgment to be overturned. If you look at 62-3-806(a)
2 2016 edition it says does the PR have within 60 days
3 after presentment of a claim or within 14 months after
4 the death of decedent, whichever is later, the PR must
5 serve upon the claimant a notice stating the claim has
6 been allowed or disallowed in Court.

7 The decedent passed in March of 2010. I filed in
8 September and November 2010 so the latest date would be
9 14 months from March 2010. I think that would take us to
10 May 2011. They didn't file disallowance claims within
11 that statutory time lime. They didn't file until 2016.
12 For the Judge to then rule that the Petition was not
13 timely filed when in fact the very first step was for the
14 disallowance of claim to be filed within the statute of
15 limitation is improper.

16 The fact that the Court used a 2013 amended version
17 of this statute was inaccurate. And I ask Your Honor
18 that the order of summary judgment be reversed or
19 returned. Thank you.

20 THE COURT: All right. I will take a look at it.
21 Thank y'all very much.

22 MR. MYRICK: Thank you, Your Honor.

23 MS. DeJONG: Thank you.

24 THE COURT: If by chance y'all work this thing out
25 y'all call me and tell me; that way I'll stop.

Estate of Andrew Manigault, et al v Morrison Ellison
Appeal from Probate Court
July 30, 2018

1 MR. MYRICK: Absolutely. Thank you.

2 THE COURT: Are there any pending deadlines that
3 y'all are dealing with that I'm not aware of that would
4 affect what I'm doing?

5 MR. MYRICK: Not that I'm aware of, Your Honor.

6 THE COURT: Sometimes I've been involved in estate
7 deals where there are things like they're trying to sell
8 property out on the open market and they need the
9 decision quicker or something like that.

10 MR. MYRICK: Thank you for asking the question very
11 much because a lot of times that's exactly right.

12 *****END OF TRANSCRIPT OF RECORD*****
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C E R T I F I C A T E

I, the undersigned, Joyce C. Rueger, Official
Circuit Court Reporter for the Ninth Judicial Circuit of
the State of South Carolina, do hereby certify that the
foregoing is a true, accurate, and complete Transcript of
Record of the proceedings had and evidence introduced in
the trial of the captioned case, relative to appeal, in
the Court of Common Pleas for Charleston County, South
Carolina on the 30th day of July, 2018.

I do further certify that I am neither of kin,
counsel, nor interest to any party hereto.

March 9, 2019

Joyce C. Rueger, CVR-M
Court Reporter

LAST WILL AND TESTAMENT
OF
ANDREW MANIGAULT

I, Andrew Manigault, a resident of the State of South Carolina, and a citizen of the United States, do make, publish and declare this as and for my Last Will and Testament, hereby revoking any and all former Wills and Codicils.

ARTICLE 1

Appointment of Fiduciaries

1.1 Personal Representative. I appoint Morris A. Ellison, as my Personal Representative.

1.2 Trustee. I appoint Morris A. Ellison as Trustee of all Trusts established under this Will.

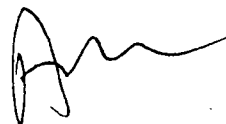
1.3 Ancillary Administration. If my Personal Representative or Trustee is not permitted to act as my Personal Representative or as my Trustee, as the case may be, in a jurisdiction, they shall select an individual or entity to serve in such capacity in that jurisdiction, shall determine the compensation to be paid to such fiduciary, and shall delegate to such fiduciary any and all powers and discretion granted herein. I authorize my Personal Representative or my Trustee, as the case may be, in such jurisdiction to employ a person or entity, without designation of fiduciary capacity, as custodian or agent, to acquire, hold, register, or dispose of property in his, her or its name or the name of his, her or its nominee, to prepare accounts and tax returns, and to perform such other functions as may be required, and to pay out of income and, if insufficient, out of principal, the charges and expenses arising therefrom.

ARTICLE 2

Payment of Enforceable Claims

Except as may specifically be provided otherwise in this Will, I direct that all of my legally enforceable debts of a current nature, expenses incurred in the administration of my estate, and

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funeral and burial expenses (including the expenses of my last illness and the cost of a suitable memorial), be paid out of my residuary estate. With respect to long term notes and debts secured by mortgages on or security interests in specific property, my Personal Representative, during the administration of my estate, shall pay such installments as they come due out of my residuary estate, and any such property shall be distributed by my Personal Representative subject to such debt. My Personal Representative may continue, renew, and/or refinance any indebtedness upon such terms and with such security for its repayment as he deems advisable.

ARTICLE 3

Gifts of Tangible Personal Property

3.1 Disposition by Memorandum. I may leave with this, my Last Will and Testament, a list in my handwriting, or signed by me, directing the distribution of specific items of tangible personal property to named individuals as specified in said list. If no such written list is found or identified by my Personal Representative within ninety (90) days after my Personal Representative's qualification, it shall be conclusively presumed that there is no such list and any subsequently discovered list shall be ineffective. It is my direction that my Personal Representative follow my instructions as specified in any such list in the distribution of said articles of tangible personal property.

3.2 Conflicts. Should there be a conflict as to the disposition of any specific item or article between any memorandum I have left and a specific gift of such property under this Will, I direct that the list or memorandum which I may have left shall control such disposition over any specific gift provisions of this Will.

3.3 Remaining Personal Property. Any property not disposed of by memorandum shall become part of my residuary estate.

ARTICLE 4

Exercise of Powers of Appointment

I do not intend by this Will to exercise any power of appointment.



ARTICLE 5
Residuary Estate

All the rest, residue and remainder of my property and estate, real and personal, of whatever nature and wherever situated, including any property before mentioned but not effectively disposed of (my "residuary estate"), shall be distributed to the Trustee of that Trust created by indenture dated January 21, 2007 between myself, as Settlor and as Trustee, and heretofore executed by me, or to such successor Trustee as is then serving as Trustee of said Trust. Income and principal distributed by my Personal Representative shall be deemed income and principal, respectively, by the Trustee of that Trust. Said rest and residue of my estate shall be added to the corpus of the Trust funds and thereafter be an integral part thereof, to be held, administered and distributed by the Trustee thereof in accordance with all the terms and provisions of the Trust as the same may be amended from time to time prior to my death, notwithstanding that any such amendment may have been made subsequent to this my Last Will and Testament or any codicil hereto. The receipt of the Trustee under the Trust shall be a full acquittance and discharge to my Personal Representative for the property so distributed. Upon distribution to the Trustee, the administration of my estate shall cease with respect to the assets passing to the Trustee, and the Trustee shall not be subject to the control of the court in which my Last Will and Testament is probated.

5.1 Contingent Residual Devise. If for any reason the Trust specified in the immediately foregoing paragraph of this Article shall not be in existence at the time of my death, or a court of competent jurisdiction shall declare the transfer to said Trust under the foregoing paragraph to be invalid, then by this paragraph, I hereby incorporate the terms of said Trust into this my Last Will and Testament by this reference, it having been executed prior to execution of this my Last Will and Testament. If said incorporation shall become necessary because of the lapse of the bequest and devise under the preceding paragraph, I leave the rest and residue of my estate to the Trustee of the testamentary trust hereby created. The provisions of the incorporated trust shall not be a necessary part of this my Last Will and Testament unless and until occurrence of a lapse of the devise under the preceding paragraph hereof. If allowed by a court of proper jurisdiction, the testamentary trust herein created shall include each amendment of the Trust occurring after the date of this my Last Will and Testament as if such amendment were a codicil hereof or an event of independent significance; otherwise, the Trust shall be incorporated as of the

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last revision recognized by the court as being incorporated herein.

5.2 Direct Distributions. If the Trustee of a Trust to which property passes under this Will is directed to distribute (or is authorized to distribute and gives written notice to my Personal Representative of his or her intent to so distribute upon receipt) income or principal passing to the Trustee from my estate immediately upon receipt of such income or principal, my Personal Representative shall have the power to distribute the property to which the Trustee is otherwise entitled directly to the beneficiary of such Trust during the administration of my estate.

ARTICLE 6

Disabled Persons

6.1 Disabled Person. A "disabled person" is a minor or a person who (i) has been determined to be legally incapacitated to act on his or her own behalf by a court of competent jurisdiction, or as to whom any such court has appointed a guardian to act on his or her behalf, (ii) in the written opinion of two licensed physicians or psychiatrists appointed by the Trustee is deemed to be physically or mentally incapable of managing his or her affairs although a judicial declaration of the incapacity may not have been made, or (iii) as to whom the Trustee has credible and current evidence that such individual has disappeared, is unaccountably absent, or is being detained under duress in such a manner as to be unable effectively and prudently to attend to his or her own financial best interests. The incapacity shall be deemed to continue until the court order or circumstances have been revoked or become inapplicable.

6.2 Title To Property Vested. Whenever under this Will any property is to be distributed to a person under a disability (a "disabled person"), title to that property shall vest in the disabled person, but payment may be deferred and held by my Personal Representative or Trustee, as the case may be, who shall apply so much or all or none of the principal and income as he may determine, in the exercise of his sole and absolute discretion (without regard to the other income or other resources of the disabled person), for the disabled person's comfort and welfare. When the disability ceases, the property and any accumulated income shall be delivered to the disabled person or to his or her legal representatives. Any income accumulated shall be added to and accounted for as part of the principal.



6.3 Distributions for Disabled Person's Benefit. In case the income or principal payment under this Will or under any Trust created hereunder or any share thereof shall become payable to a disabled person, then such amounts shall be paid out by my Personal Representative or Trustee, as the case may be, in such of the following ways as the Personal Representative or Trustee, in his sole and absolute discretion, deems best: (1) directly to the disabled person; (2) to the disabled person's parent, guardian, custodian under the applicable state Uniform Gifts to Minors Act, committee, conservator, or to an individual with whom the disabled person resides, for the care, support and education of the disabled person; (3) to an appropriate relative or friend for the care, support and education of the disabled person; or (4) by the Personal Representative or Trustee using such amounts directly for the disabled person's care, support and education. The receipt of the distributee shall constitute a full and sufficient discharge to the Personal Representative or Trustee, as the case may be. The powers for the management of assets granted to Fiduciaries in this Will shall be applicable to any property dealt within this Article.

ARTICLE 7

Payment of Transfer and Death Taxes

All transfer, estate, succession and other death taxes imposed with respect to property passing under this Will (but not including any Chapter 13 tax on a direct skip) shall be paid out of my residuary estate as an administration expense, without apportionment. All such taxes in respect of property which does not pass under this Will shall be apportioned against and paid by the persons in possession thereof or benefitted thereby, in the manner provided by law. The apportionment shall be based ratably upon the values at which such interests or properties are valued in my Gross Estate as finally determined for federal estate tax purposes; provided, however, that for purposes of such apportionment, property includable in my estate which is subject to debt which is secured by a lien on such property (such debt as is not specifically directed to be satisfied at my death) shall be valued at the net value of the equity in such property.

My Personal Representative or Trustee shall be authorized to make any election permitted by any tax law, if, in the opinion of such Personal Representative or Trustee, such election is in the combined best interest of my estate and the beneficiaries thereof. Any income taxes imposed upon or chargeable to the income of my estate shall be apportioned to and deducted from the share of all beneficiaries (excluding any charitable beneficiary) having an interest in said income in such

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equitable manner as my Personal Representative shall determine. Any such determination shall be conclusive as to all persons interested in my estate.

ARTICLE 8

Removal, Appointment and Succession of Fiduciaries

8.1 Resignation and Appointment Procedure. Any person or organization at any time serving as a fiduciary hereunder, whether as Personal Representative, Trustee or in any other capacity (a "Fiduciary"), may resign at any time by providing written notice to another then acting Co-Fiduciary (if there is one), or, if none, to the then beneficiary or one of the then beneficiaries (of the Will or the affected Trust, as the case may be), setting forth the effective time and date of such resignation on or before such effective time. Notwithstanding the previous sentence, the resignation of a Fiduciary acting alone shall only be effective upon the appointment and qualification of a successor Fiduciary.

All Fiduciary appointments and removals permitted hereunder shall be made by an acknowledged instrument delivered to the Trustee(s) then acting, if any, and, when applicable, to the appointee, and shall become effective on the date or upon the happening of the event specified in the instrument and may be revoked in the same manner at any time before the successor qualifies.

8.2 Disability of a Fiduciary. The determination that a Fiduciary is a disabled person shall be made by a court of competent jurisdiction.

8.3 Termination of Fiduciary Powers. An outgoing Fiduciary, upon the effective date of removal, resignation, or incapacity, shall cease to have any powers or discretion hereunder. At the earliest possible date after a Fiduciary ceases for any reason to be a Fiduciary hereunder, there shall be delivered to such Fiduciary's successor or to another then acting Fiduciary hereunder all of the assets (Trust or otherwise) which were in the possession of such Fiduciary and there shall be made available to each successor Fiduciary a complete financial record and inventory of assets affected thereby. With respect to any properties thus transferred by the outgoing Fiduciary or by such Fiduciary's representative, such Fiduciary shall stand and be discharged of all further duties and obligations.

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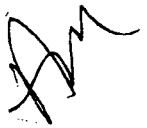
8.4 Successor Fiduciary Powers and Authority. Each successor Fiduciary, upon assumption of such position, shall have the same powers, rights, discretion, duties, and obligations as the predecessor Fiduciary. Title to the entire property (of the Trust or otherwise) shall automatically vest in any successor Fiduciary without the necessity of any conveyance. The assumption of authority by a successor Fiduciary shall not be complete until such successor executes a written acceptance of such appointment showing the authority for such succession (a copy of which shall promptly be delivered personally or sent by certified mail to the outgoing Fiduciary or to such Fiduciary's legal representative). Any corporation into which any corporate Fiduciary acting hereunder shall be merged or converted, or with which it shall be consolidated, or any corporation resulting from any merger, conversion, reorganization or consolidation to which all or substantially all of its trust business shall be transferred, shall be the successor of such corporate Fiduciary hereunder, without the execution or filing of any instrument or the performance of any further act and shall have the same powers, authorities and discretions as though originally named in this Will.

8.5 Exoneration from Liability for Acts of Prior Fiduciaries. Each successor Fiduciary shall be exempt from any liability in any way related to the prior actions or omissions of the previous Fiduciaries and each shall be entitled to accept as conclusive any accountings and statement of assets furnished by any predecessor Fiduciary.

8.6 Trustee Settlements. The Primary Beneficiary of any Trust created hereunder or, if none, any individual who is at the time (a) a beneficiary entitled to receive income distributions from any Trust created hereunder, and (b) not then serving as a Trustee, may at any time or from time to time settle any Trustee's or former Trustee's accounts and to the extent permissible by law each settlement shall be binding and conclusive upon all persons who may be interested in the Trust, whether directly or contingent, born or unborn, infant or adult. If the person herein designated with the power to consent to settlements is a disabled person, such power shall only be exercised by his or her guardian or other legal representative.

ARTICLE 9
Fiduciary Provisions

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9.1 Delegation of Ministerial Acts. Each Fiduciary hereunder is authorized, by written instrument filed with such Fiduciary's Co-Fiduciary or Co-Fiduciaries, to delegate to such other Co-Fiduciary or Co-Fiduciaries, or any one of them, such Fiduciary's duties with respect to general ministerial acts, specifically including the signing of checks, the execution of tax returns and the execution of instruments of contract, sale or conveyance with respect to my Estate's or a particular Trust's assets, including the opening of checking, brokerage or similar accounts. This authority to delegate ministerial duties does not permit a Fiduciary to delegate fiduciary powers, authorities or discretions conferred upon such Fiduciary under this Will, the purpose of this delegation authority being intended solely to facilitate the administration of my Estate, and any Trusts created under this Will, through the delegation of non-discretionary duties. Upon written assurance by any Fiduciary that such Fiduciary has been delegated such ministerial duties, any third parties shall accept the signature of such Fiduciary as binding upon my Estate or the affected Trust, shall not require further authorization of any other Fiduciary, and shall be indemnified and held harmless to the extent of the Estate's or such Trust's assets (as the case may be) on account of any loss, liability or expense arising out of the acceptance of the signature of any Fiduciary as the basis of any transfer, withdrawal or other transaction.

9.2 Appointment of Attorney as Fiduciary. I have appointed my attorney, **Morris A. Ellison** as **Personal Representative and Trustee** in this Will. I have asked him to serve in this capacity after having discussed with him the choices of using various family, friends, or professional fiduciaries in this capacity. I have chosen him because I have worked with him for many years and I feel that he has a clear understanding of my interests both as to the management and as to the ultimate disposition of my Estate and the trusts created hereunder. I expect that my attorney acting hereunder will be subject to the same restrictions, liabilities, and normal fiduciary duties as would any other fiduciary appointed hereunder, including all such successor fiduciaries as may be appointed. Finally, I have discussed the issue of fiduciary compensation with him. I understand that he will be entitled to the receipt of commissions as provided herein and/or by law and I also expect that his law firm may be employed (and I approve such employment) and receive compensation for rendering legal services to my Estate and any Trusts established hereunder. Notwithstanding my approval of the payment of both fees as a fiduciary and fees to him or his firm for legal and administration work, it is understood that he shall perform separate functions and duties as a fiduciary and as an attorney and each such separate function shall be subject to

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separate compensation - there shall not be a duplication of fees or time.

9.3 Inventory; Appraisals; Bond. Except as otherwise required by law, neither my Personal Representative nor my Trustee shall be required to file any inventory or appraisal or any annual or other returns or reports to any court or to give bond in any jurisdiction, but, upon request, shall make available a statement of receipts and disbursements and an investment review of the assets of the Estate or the Trust at least annually to each person then eligible to receive income from my Estate or any Trust.

9.4 Notice. Any notice or other instrument required or permitted to be given, made, executed, or delivered hereunder shall be in writing duly signed by (or, where permitted hereunder, on behalf of) the party or parties giving, making, or executing the same and shall be physically delivered or sent by certified or express mail (or equivalent postal or private express service) to all parties, if any, entitled thereto (when so sent, such notice or communication shall be plainly addressed to such person at such person's last known address). Any such instrument required to be given or sent to the estate of any deceased or incapacitated person shall be physically delivered or sent, in like manner, to the personal representative (or one of the personal representatives) of such person at such representative's last known address or, if there be no such personal representative known to the sender, to the estate of such person at his or her last known address.

Instruments shall be considered delivered: (i) if sent by mail or express service, on the third day following the date of its receipt by the postal service (or such express service), as evidenced by a dated postal (or express) service receipt showing the addressee's name and proper address (as described above); (ii) if sent by facsimile, upon receipt by the sender of a confirmation of receipt from the addressee's facsimile machine indicating (a) the correct telephone number of the addressee's facsimile machine and (b) receipt of the correct number of pages sent as properly received; or (iii) if sent by e-mail, upon receipt by the sender of a confirmation from the addressee's e-mail address indicating that the addressee has opened the e-mail.

In all other cases, the date of actual physical delivery shall be the effective date of delivery and, except as such instrument may specifically provide for a later effective date, it shall be

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effective for all purposes from such date.

Copies of all instruments of amendment, revocation, exercise of power, designation, release, disclaimer, etc., as well as of trustee resignation, removal, appointment, and/or acceptance, the original of which shall be attached hereto, shall, upon request, be promptly delivered or sent by mail by the Trustee receiving or initiating the same to each other then interested party (i.e., the other then Trustee or Trustees, if any, of the affected Trust or Trusts, and each present beneficiary of the affected Trust or Trusts).

9.5 Notice to Disabled Parties. If a person under a disability is a party to any legal proceeding relating in any manner to any Trust created by this Agreement, service of process upon the disabled person shall not be required if another individual, not under a disability, is a party to the proceeding and has the same interest as the disabled person.

9.6 Fiduciaries Protected. Each Fiduciary shall be fully protected for any action taken in good faith or in accordance with the advice of counsel. No Fiduciary acting hereunder shall be responsible for the act, default or omission of any other Fiduciary, nor for the default or misconduct of any agent or attorney appointed by the Fiduciary, or any of them, except that any corporate Fiduciary shall be liable for the default or misconduct of its own agents, officers, or employees. Each Fiduciary shall be liable only for his, her or its own willful misconduct or gross negligence.

ARTICLE 10

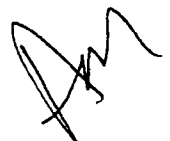
Fiduciary Powers

In the administration of the Estate and of any Trusts established under this Will, my Personal Representative and Trustee shall have all the powers granted by law, including but not limited to the powers granted to Personal Representatives by South Carolina Code Section 62-3-715, and to Trustees by the Uniform Trust Code (S.C. Code Section 62-7-801, et. seq.), which powers shall not be revoked or reduced if said statutes should hereafter be repealed or restrictively amended. It is my intention to give broad discretion and flexibility to my Personal Representative and my Trustee.



Without limiting the foregoing, my Personal Representative and Trustee shall have the following powers:

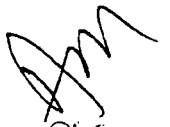
- 10.1 Determinations.** To determine what property is covered by general descriptions in this Will.
- 10.2 Payment of Expenses.** To pay all debts and funeral and burial expenses (including the expenses of my last illness, which I direct shall be paid out of my estate) as soon as the convenience of my estate will permit and without regard to any limitation in applicable laws as to the amount of such expenses, and to pay or deliver any legacy without waiting the time prescribed by law.
- 10.3 Investments and Reinvestments.** To invest or reinvest in and to sell and/or to sell short such securities or other property, real or personal (whether within or without the United States); to lease all or part of the real or personal property of the estate or trust, even for a term longer than the probable duration of any trust, to grant options for the renewal of leases; and to retain any property received by them for such periods as they determine, including specifically retention of, or investment in, assets which may be for the use of the beneficiary or beneficiaries of any such Trust, even though such asset or assets may not be of a character, or of such a percentage of the total Trust, as would otherwise be deemed proper Trust investments. I request that my Trustee honor the wishes of the Trust beneficiaries as to the disposition or retention of any original property of the Trust, or any Trust asset which is of a personal use nature, unless the Trustee determines that such wishes are clearly in contradiction to the purposes and terms of any such Trust.
- 10.4 Non-Traditional Investments.** In addition to the powers granted under this Article, the Trustee (other than any beneficiary) is expressly authorized to acquire and retain investments not regarded as traditional for Trusts. The Trustee may invest in any type of property, wherever located, including any security or option, improved or unimproved real property, and tangible or intangible personal property, and in any manner, including direct purchase, joint ventures, partnerships, limited partnerships, limited liability companies, restricted stocks, foreign debt, equity or real estate investments, corporations, mutual funds or other forms of participation or ownership and may sell or write options on assets of the Trust. In making investments, the Trustee may disregard the following factors: (i) whether an investment will produce a reasonable rate of return or result in preservation of principal; and (ii) whether an investment would be classified as too risky or speculative for Trusts. The Trustee shall determine what constitutes acceptable risk and what constitutes proper investment strategy.



10.5 Management and Holding of Assets. To invest and reinvest all or part of the assets of my estate or of any trust created hereunder in interests formed principally for the commingling of assets for investment, such as partnerships, limited liability companies, and common trust funds, including any common trust fund of any corporate Fiduciary, including registered mutual funds for which any Trustee hereunder, or an affiliate of any Trustee, provides investment advisory; custodial or other services for compensation paid from such funds; to execute trades of securities by, purchase from or sell securities to the dealer portfolio of, and purchase securities from the underwriting position of any affiliate of any Trustee; to employ banks, trust companies, securities brokerage firms and/or independent investment advisors or managers (collectively, "Agents or Advisors"), including affiliates of any Trustee, located anywhere within or without the United States, at the discretion of my Personal Representative or the Trustee, as the case may be, but at the expense of my estate or the Trust, as custodian or agent; and to designate and employ such persons to give investment advice and to hold and manage discretionary investment and/or trading accounts; to have stock and securities registered in the name of such agent or custodian or nominee thereof without designation of fiduciary capacity; and to appoint such agent, bank, trust company, or securities brokerage firm to perform such other ministerial functions as my Fiduciary(ies) may direct. While such stock or securities are in the custody of any such bank, trust company, or securities brokerage firm, my Fiduciary(ies) shall be under no obligation to inspect or verify such stock or securities nor shall my Fiduciary(ies) be responsible for any loss by such bank, trust company, or securities brokerage firm. My Fiduciary(ies) shall not be responsible for the act, default or omission of any such Agent or Advisor except to the extent that my Fiduciary(ies) have been negligent or exhibited willful misconduct in the selection of such Agent or Advisor. My Fiduciaries shall not be liable for relying absolutely on any apparently valid documents or the opinions of counsel and advisors.

10.6 Consolidation and Division of Assets. To hold and administer the assets of my estate or the Trusts created hereby in one or more consolidated funds, in whole or in part, in which any separate Trusts shall have undivided interests. Generally, and subject only to the provisions of this Will, my Fiduciary(ies) shall hold, manage, control, use, invest, reinvest and dispose of trust properties to the same extent as may a fee simple owner of such properties.

10.7 Borrowing. To borrow such sums, on a secured or unsecured basis, from any source (including themselves), for such period and upon such terms as they deem necessary or convenient in the administration of my estate or of such Trust, and to secure any such loan by mortgage or pledge. To maintain margin account(s) and to make such pledges of and other undertakings with respect to assets as my Fiduciary(ies) deem(s) advisable in connection with the establishment and



maintenance of such account or accounts. No lender shall be bound to see to or be liable for the application of the proceeds, and no Personal Representative or Trustee shall be personally liable, and each such loan shall be payable only out of assets of my estate or the Trust.

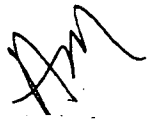
10.8 Lending. To lend all or any portion of the funds of any Trust created hereunder to any beneficiary, with or without security and with or without interest, to make any Trust property available as security for a loan obligation or undertaking made or to be made by any beneficiary, or to guarantee a loan to be made to, or any obligation to be assumed by, any beneficiary (notwithstanding in each case that the beneficiary may also be a Trustee), subject to those terms and conditions as the Trustee may in his discretion impose.

10.9 Receipts, Disbursements and Allocations. To allocate receipts and disbursements between income and principal in such manner as my Trustee (other than any beneficiary) determines, even though a particular allocation may be inconsistent with otherwise applicable state law; provided, however, that this power shall not apply to permit any allocation of administration expenses to income that would require a reduction in the estate tax marital deduction (pursuant to IRC §2056(b)(4)) or charitable deduction (pursuant to Treas. Reg. §20.2055-3(b)), as the case may be. Upon the sale or other disposition of property which has been unproductive or underproductive of income, no part of the proceeds received shall be allocated to income, except (i) in the case of property qualifying for the marital deduction, in which case such allocation shall follow state law, and (ii) in the discretion of the Trustee (other than any beneficiary).

10.10 Distributions. Without the consent of any beneficiary, my Fiduciary(ies) (other than any beneficiary) may make distributions (including the satisfaction of any pecuniary bequest) in cash or in specific property, real or personal, or an undivided interest, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property allocated to any beneficiary (including any Trust) and without making pro-rata distributions of specific assets. In addition, my Personal Representative is authorized to select specific assets in funding fractional share devises and is not required to select a percentage of each specific asset.

10.11 Occupancy and Use. Except as may be otherwise specified elsewhere in this Will as to any specific property, my Trustee shall have the power to permit any person having an interest in the income of any Trust created hereunder to occupy real property, or to use personal property, held by any such Trust upon such terms as my Trustee deems proper, whether rent free or for the payment of taxes, insurance, maintenance and ordinary repairs, or other expenses, or upon such

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terms and conditions as the Trustee determines. My Trustee may pay or employ such domestic employees and pay such expenses incident to the maintenance of households for the benefit of any one or more of the Trust beneficiaries as he shall determine.

10.12 Unproductive, Wasting and Personal Use Assets. In addition to the powers granted under this Article, my Trustee (other than any beneficiary) is expressly authorized to invest and reinvest the Trust funds without regard to the production of current income. The Trustee should invest and reinvest the Trust funds in assets which are expected to produce a reasonable rate of appreciation or are expected to produce substantial personal enjoyment for the Trust's beneficiaries. Such assets may include, but are not limited to, personal use real estate, personal property such as works of art and antiques, undeveloped real estate, discounted debt obligations, and remainder interests, whether such interests will produce current enjoyment and benefits or enjoyment and benefits after any term of years or the deaths of one or more individuals, which terms or deaths may not be expected to occur within the term of this Trust.

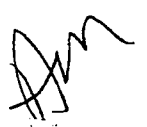
10.13 Related Party Transactions. To sell to or purchase from, at fair market value at the time of such purchase, property of any character from any Trust I may have established during my lifetime and to retain such property so long as my Trustee hereunder may deem advisable, whether or not such property is of the class in which Trustees are authorized by law or any rule of court to invest; and to make loans to, or borrow from, any such Trust or Trusts upon such terms and conditions as the Trustee deems advisable.

10.14 Management of Closely Held Businesses. In connection with (a) the continuation or operation of any business or investment interests which become a part of any Trust under this Will (whether on initial funding, by purchase by my Trustee or bequest under the Will or otherwise), or (b) the establishment of any new business or investment, my Trustee is specifically authorized: (i) to invest sums or additional sums in any such business even to the extent that the Trust may be invested largely or entirely in that business; (ii) to hold the interest in any form, including, but not limited to, general or limited partnership interests; and (iii) to act as or to select other persons to act as directors, officers, agents, or in other capacities with respect to the business, and to be compensated for those services (and for any other services rendered by him in respect of the operation of the business) without regard to his being a Trustee under this Agreement. Such power shall include the power to organize, either alone or jointly with others, new corporations, partnerships, limited partnerships, limited liability companies or other business entities; and generally to exercise with respect to the continuance, management, sale or liquidation of any business which my estate or any Trust may



own or in which it may be financially interested, or of any new business or business interest, all the powers which I could have exercised.

- 10.15 Division or Combination of Trusts.** In the event that the Trustee determines that it is more feasible or advisable to administer the Trust or any shares or interests created hereunder as separate trusts or shares (whether for tax (including a desire to enable any such trust to qualify as an eligible shareholder of an S corporation), administrative, liability, environmental, or other reasons), the Trustee shall have the power to divide any such Trust into further trusts or shares. The Trustee shall also have the power to combine any such Trust created hereunder with any other Trust, whether created by me or another person, if the terms of the trusts are substantially the same and the Trustees are the same.
- 10.16 Stock and Other Options.** To exercise any and all stock and other forms of options, whether held by me at my death or otherwise acquired and to make any and all necessary payments required thereby.
- 10.17 Qualified Conservation Easements.** To create a qualified conservation easement in real property (including any property which, or an interest in which, is specifically disposed of) that permits my estate to make use of the exclusion pursuant to section 2031(c) of the Internal Revenue Code and to make the election under said provision in the absence of the consent of all beneficiaries of the property as to which the election is made.
- 10.18 Voting Trusts and Self Interested Voting of Securities.** To enter into a voting trust agreement; to transfer any stock or securities to the Trustee under a voting trust agreement; and, generally, to exercise all the rights and powers as are or may be lawfully exercised by persons owning securities or other property. To vote for themselves, or for any officer or employee of a corporate Trustee, to be a director or officer of any Corporation in which any Trust may be interested, or to be a member of any committee related in any way to such corporation, and any officers or employees of any corporate Trustee may serve as such directors, officers or committee members, and receive proper remuneration for such services, and may exercise free and untrammelled discretion with respect to all matters concerning the affairs of such corporation (or any other entity or property).
- 10.19 Life Insurance.** To purchase, hold or own life insurance policies (including insurance policies which may be purchased, held or owned in part by the Trustee on a split-ownership basis) and to pay all premiums, exercise all options, rights and elections (including settlement options and conversion privileges) exercisable under any life insurance policies (or portions thereof) owned by the Trust (the "Policy"); designate and change beneficiaries under the Policy; demand and collect



all Policy proceeds unless by assignment or designation of beneficiary the Trustee shall have otherwise provided; cancel any certificate issued in connection with the Policy and any interest in the Policy and cancel, substitute, convert, modify, or surrender any Policy or converted Policy; borrow upon the Policy and assign any and all rights thereunder; convert any group insurance policy or policies to an individual life insurance policy on the life of the insured; and surrender the Policy for cash value, provided, however, that under no circumstances shall any person who is the insured under any policy of insurance owned by any Trust who may also be a Trustee participate in any determination concerning the Policy or its proceeds or in any manner or fashion exercise any incident of ownership (as that term is defined in Treasury Regulation §20.2042-1(c)(2)) over such Policy. It is specifically contemplated that the Trustee (other than any beneficiary) shall have the power to create from any Trust created hereunder one or more separate Trusts which may hold insurance on a beneficiary hereunder. If such action is desired, the Trustee (other than any beneficiary) shall have the power to exclude such insured party from certain or all beneficial interests in such Trust in order to prevent such insured party from having any incidents of ownership of any such policy. In addition, the Trustee (other than any beneficiary) may create lifetime or testamentary powers of appointment (general or limited) to facilitate the creation and funding of any such Trust or Trusts.

- 10.20 Power to Deal With Environmental Hazards.** To use and expend the estate or any Trust income and principal: (i) to conduct environmental assessments, audits, and site monitoring; (ii) to take all appropriate remedial action to contain, cleanup or remove any environmental hazard; (iii) to institute legal proceedings concerning environmental hazards or contest or settle legal proceedings; (iv) to comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) to employ agents, consultants and legal counsel to assist or perform the above undertakings or actions. My Fiduciaries shall also have the power: (a) to require, as a prerequisite to accepting as an addition to any Trust hereunder any property, real or personal, from any person, that the transferring party provide evidence satisfactory to the Trustee that the property is not subject to such environmental hazards as the Trustee may specify; (b) to decline to serve as a Fiduciary or to resign if the potential individual liability relating to environmental problems conflicts with fiduciary duties; (c) to set aside as a separate Trust, to be held and administered upon the same governing terms as any other Trusts which I may have established, any interests in property, for any reason, including but not limited to a concern that such property could cause potential liability under any federal, state, or local environmental law; and (d) to disclaim any power which, in the sole discretion of such Fiduciary, will or may cause any such Fiduciary to be considered an "owner" or "operator" of property, or which shall otherwise cause any Fiduciary to incur



liability under CERCLA or any other federal, state, or local law, rule or regulation. My Fiduciaries shall not be personally liable to any beneficiary of my Will or of any trust created under my Will, or to any other party interested in my estate or any trust created under my Will, for any claim against my estate or trust for the diminution in value of estate or trust property arising from the compliance by my Fiduciaries with any federal, state, or local law, rule, or regulation. Any expenses incurred by the Personal Representative or Trustee under this paragraph may be charged against income or principal as the Personal Representative or Trustee (other than a beneficiary) shall determine.

10.21 Uneconomical Trusts. If at any time any Trust created hereunder has a net asset value (adjusted for inflation by the Consumer Price Index from the date of my death), as determined by the Trustee, of Fifty Thousand (\$50,000) Dollars or less, the Trustee (other than any beneficiary), in his sole and absolute discretion, if he determines that it is uneconomical to continue such Trust, may terminate such Trust and distribute the Trust Estate to the Trust's then Primary Beneficiary, or if none, to the person or persons then entitled to receive or have the benefit of the income therefrom, or to the legal representative of such person. If there is more than one current beneficiary, the Trustee shall make such distribution to such current beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated, to such beneficiaries, per stirpes.

10.22 Limitations. Notwithstanding the foregoing, nothing in this Will shall be construed as permitting a beneficiary who may also be a Trustee of any Trust created hereunder to exercise any rights or powers which may be in excess of any limitations imposed by law or elsewhere in this Will upon the exercise of such powers (such as, for example, those limited by ascertainable standards, or otherwise prohibited to such Trustee).

ARTICLE 11

Jurisdiction, Governing Law and Trust Removal

11.1 Jurisdiction and Governing Law. Except as provided in the next section of this Article, all questions pertaining to the construction, validity and effect of this Will and any Trusts hereby created shall be determined in accordance with the laws of the State of South Carolina.

11.2 Trust Removal. The Trustee of any Trust created under this Will may at any time and from time to time (i) declare that the construction and effect of all or any portion of the Trust shall from that date be determined in accordance with the law of a different jurisdiction; provided, the designated jurisdiction must be a jurisdiction (a) where a portion of the Trust

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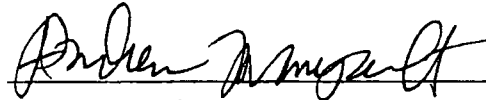
property or its indicia is located or is to be removed and (b) under the laws of which the Trust (or the portion of the Trust) would not be invalid or revocable, (ii) change the situs of the Trust, and (iii) pay or transfer the whole or any part of the Trust's income and principal to the Trustee or Trustees for the time being of any irrevocable Trust with the same or similar provisions under which the beneficiary or beneficiaries of the Trust under this Will (and no other person or persons) are the beneficiary or beneficiaries to be held by the Trustee or those Trustees as an addition to the property held in that Trust (freed and discharged from the trusts, powers and provisions of this Will) whether or not the Trustee or Trustees of that Trust are domiciled or resident in South Carolina or the United States (or in such other place to which this Trust shall have been previously removed), or whether or not the Trust is governed by the laws of South Carolina or the United States (or by such other place to which this Trust shall have been previously removed), and the receipt of such Trustee or Trustees shall constitute full discharge of the Trustee.

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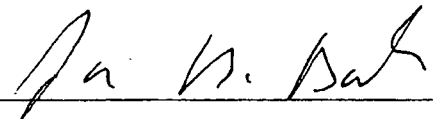
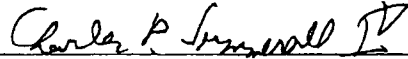
A handwritten signature in black ink, appearing to be 'DM', located in the bottom right corner of the page.

EXECUTION

IN WITNESS WHEREOF, I, Andrew Manigault, the Testator, sign my name to this instrument this 21st day of January, 2007, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

 (SEAL)
Andrew Manigault

We, JANA B. BAKER and Charles P. Sumner III, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare generally and to the undersigned authority that the Testator signs and executes this instrument as his Last Will and that he signs it willingly and that each of us, in the presence and hearing of the Testator, hereby signs this Will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Subscribed, sworn to and acknowledged before me by Andrew Manigault the Testator and
subscribed and sworn to before me by JANA B. BAKER witness, this 21st day of
January, 2007.

Charles P. Summelle IV (SEAL)
Notary Public for South Carolina
My commission expires: 12/9/15

Jana B. Baker

WOMBLE
CARLYLE
SANDRIDGE
& RICE
A LIMITED LIABILITY
PARTNERSHIP

5 Exchange Street
Charleston, SC 29401

Mailing Address:
Post Office Box 999
Charleston, SC 29402
Telephone: (843) 722-3400
Fax: (843) 723-7398
www.wcsr.com

GRAEME F. PHILP
ATTORNEY AT LAW
E-Mail: gphilp@wcsr.com
DIRECT DIAL: 843-720-4642

January 19, 2016

By Federal Express

Ms. Carol Manigault
1288 Taft Road
Teaneck, NJ 07666

RE: Estate of Andrew Manigault

Dear Ms. Manigault:

Please find enclosed Notices of Disallowance of Claim. Based on the information available to the Personal Representative of the Estate, the Personal Representative is denying your claims in full.

Very truly yours,

WOMBLE CARLYLE SANDRIDGE & RICE, LLP



Graeme F. Philp

GFP/ejd

Enclosures

cc: Karen M. DeJong, Esq. (By Federal Express)
940 Johnnie Dodds Blvd., Suite 203
Mt. Pleasant, SC 29464

Exhibit **B**

STATE OF SOUTH CAROLINA
COUNTY OF: CHARLESTON
IN THE MATTER OF:
ESTATE OF ANDREW MANIGAULT
(Decedent)

)
)
)
)
)
)

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2010-ES10-0413

On the 19th day of January, 2016, I mailed or delivered the following document(s):

Notice of Disallowance of Claim

- ☐ A copy of which is attached hereto and incorporated herein, or
☒ The original of which is on file with the Court.

Delivery was accomplished by the following method (check appropriate box):

- ☐ personal delivery ☐ ordinary first-class mail
☐ certified mail ☐ registered mail
☒ commercial delivery ☐ electronic message (Article 7, Trust matters only)

to each of the following persons at the address shown:

NAME	ADDRESS
Carol Manigault	1288 Taft Road, Teaneck, NJ 07666
Karen M. DeJong	920 Johnnie Dodds Blvd., Ste. 203, Mt. Pleasant, SC 29464

SWORN to before me this 19th day of
January, 2016

Maqela K. Upua
Notary Public for South Carolina
My Commission Expires: 8/21/23

Signature: Ester Jo Davis
Print Name: Ester Jo Davis
Address: Womble Carlyle Sandridge & Rice, LLP
5 Exchange St., Charleston, SC 29401
Telephone (Work): (843) 720-4669
(Home): _____
(Cell): _____
E-mail: _____
Relationship to Decedent/Estate: Assistant to Attorney for Estate

Davis, Ester (Jo)

From: trackingupdates@fedex.com
Sent: Wednesday, January 20, 2016 9:45 AM
To: Davis, Ester (Jo)
Subject: FedEx Shipment 782196236895 Delivered

This tracking update has been requested by:

Company Name: Womble Carlyle, LLP
Name: Graeme Philp
E-mail: GPhilp@wcsr.com

Message: PSShip eMail Notification

Our records indicate that the following shipment has been delivered:

Reference: 70387-0019.0/2971
Ship (P/U) date: Jan 19, 2016
Delivery date: Jan 20, 2016 9:43 am
Sign for by: K.D.
Delivery location: MOUNT PLEASANT, SC
Delivered to: Receptionist/Front Desk
Delivery date: Wed, 1/20/2016 9:43 am
Service type: FedEx Priority Overnight
Packaging type: FedEx Envelope
Number of pieces: 1
Weight: 0.50 lb.
Special handling/Services: Adult Signature Required
Deliver Weekday

Tracking number: 782196236895

Shipper Information
Graeme Philp
Womble Carlyle, LLP
Exchange Street
Charleston
SC
US
29464
3401

Recipient Information
Karen M. DeJong
940 JOHNNIE DODDS BLVD STE 203
MOUNT PLEASANT

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 8:45 AM CST on 01/20/2016.

To learn more about FedEx Express, please visit our website at fedex.com.

Weights are estimated.

Davis, Ester (Jo)

From: trackingupdates@fedex.com
Sent: Monday, January 25, 2016 8:06 PM
To: Davis, Ester (Jo)
Subject: FedEx Shipment 782196287120 Delivered

This tracking update has been requested by:

Company Name: Womble Carlyle, LLP
Name: Graeme Philp
E-mail: GPhilp@wcsr.com

Message: PSShip eMail Notification

Our records indicate that the following shipment has been delivered:

Door Tag number: DT104168937915
Reference: 70387-0019.0/2971
Ship (P/U) date: Jan 19, 2016
Delivery date: Jan 25, 2016 8:05 pm
Sign for by: C. MANIGAULT
Delivery location: MOONACHIE, NJ
Delivered to: FedEx Location
Delivery date: Mon, 1/25/2016 8:05 pm
Service type: FedEx Standard Overnight
Packaging type: FedEx Envelope
Number of pieces: 1
Weight: 0.50 lb.
Special handling/Services: Adult Signature Required
Deliver Weekday
Residential Delivery

Tracking number: 782196287120

Shipper Information	Recipient Information
Graeme Philp	Carol Manigault
Womble Carlyle, LLP	1288 TAFT RD
5 Exchange Street	TEANECK
Charleston	NJ
SC	US
US	07666
29401	

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 7:06 PM CST on 01/25/2016.

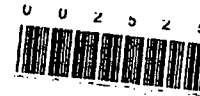
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DEJONG LAW FIRM

TO:

MORRIS ELLISON

2-19-2016



NEW EVIDENCE
ON 7/30/2018
at Appellate
Hearing

COMPARISON OF 2010 & 2014 S.C. Code

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from Respondents
att'y

SECTION 62-3-806. Allowance of claims.

(a) As to claims presented in the manner described in Section 62-3-804(1) within the time limit prescribed in Section 62-3-803, within sixty days after the presentment of the claim, or within fourteen months after the death of the decedent, whichever is later, the personal representative ~~may mail~~ must serve upon the claimant a notice to any claimant stating that the claim has been allowed or disallowed in whole or in part. Service of such notice shall be by United States mail, personal service, or otherwise as permitted by rule and a copy of the notice shall be filed with the probate court along with proof of delivery setting forth the date of mailing or other service on the claimant. A notice of disallowance or partial disallowance of a claim must contain a warning that the claim will be barred to the extent disallowed unless the claimant commences a proceeding for allowance of the claim in accordance with Section 62-3-804(2) within thirty days of the mailing or other service of the notice of disallowance or partial disallowance. ~~If, after allowing or disallowing a claim, the personal representative changes his decision concerning the claim, he shall notify the claimant. The personal representative may not change a disallowance of a claim after the time for the claimant to file a petition for allowance or to commence a proceeding on the claim has run and the claim has been barred.~~ Every claim which is disallowed in whole or in part by the personal representative is barred so far as not allowed unless the claimant commences a proceeding files a petition for allowance of the claim in accordance with Section 62-3-804(2) in the court or commences a proceeding against the personal representative not later than thirty days after the mailing or other service of the notice of disallowance or partial allowance by the personal representative. ~~If the notice warns the claimant of the impending bar, it is the responsibility of the personal representative to notify the claimant if a claim is disallowed.~~ For good cause shown, the court may reasonably extend the time for filing the notice of allowance or disallowance of a properly filed claim.

In Effect:

BOLD = 2010 Code

Highlight = 2014 Code

332

SECTION 62-3-806. Allowance of claims.

(a) As to claims presented in the manner described in Section 62-3-804 within the time limit prescribed in Section 62-3-803, the personal representative may mail a notice to any claimant stating that the claim has been disallowed. If, after allowing or disallowing a claim, the personal representative changes his decision concerning the claim, he shall notify the claimant. The personal representative may not change a disallowance of a claim after the time for the claimant to file a petition for allowance or to commence a proceeding on the claim has run and the claim has been barred. Every claim which is disallowed in whole or in part by the personal representative is barred so far as not allowed unless the claimant files a petition for allowance in the court or commences a proceeding against the personal representative not later than thirty days after the mailing of the notice of disallowance or partial allowance if the notice warns the claimant of the impending bar. It is the responsibility of the personal representative to notify the claimant if a claim is disallowed.

2014 SC Code

SECTION 62-3-806. Allowance of claims.

(a) As to claims presented in the manner described in Section 62-3-804(1) within the time limit prescribed in Section 62-3-803, within sixty days after the presentment of the claim, or within fourteen months after the death of the decedent, whichever is later, the personal representative must serve upon the claimant a notice stating the claim has been allowed or disallowed in whole or in part. Service of such notice shall be by United States mail, personal service, or otherwise as permitted by rule and a copy of the notice shall be filed with the probate court along with proof of delivery setting forth the date of mailing or other service on the claimant. A notice of disallowance or partial disallowance of a claim must contain a warning that the claim will be barred to the extent disallowed unless the claimant commences a proceeding for allowance of the claim in accordance with Section 62-3-804(2) within thirty days of the mailing or other service of the notice of disallowance or partial disallowance. Every claim which is disallowed in whole or in part by the personal representative is barred so far as not allowed unless the claimant commences a proceeding for allowance of the claim in accordance with Section 62-3-804(2) not later than thirty days after the mailing or other service of the notice of disallowance or partial disallowance by the personal representative. For good cause shown, the court may reasonably extend the time for filing the notice of allowance or disallowance of a properly filed claim.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Hon. J. Mark Hayes, II, Circuit Court Judge

APPELLATE CASE NO. 2019-000076

Case No. 2017-CP-10-03110 (Court of Common Pleas)

Carol Manigault,

Appellant,

vs.

Morris Ellison, Esq. as Personal Representative of
The Estate of Andrew Manigault,

Respondent.

RECEIVED
SEP 24 2019
SC Court of Appeals

CERTIFICATE OF COUNSEL

Pursuant to Rule 210(g) of the SCACR, I certify that the Record on Appeal contains all material proposed to be included by the parties and not any other material.

Dated: 09/23/2019


KAREN M. DEJONG, ESQ.
DeJong Law Firm, LLC
272 West Coleman Blvd., Ste. 200
Mt. Pleasant, SC 29464-5652
(843) 216-6161
(843) 216-1119 (Fax)
Attorney for Appellant

Other Counsel of Record:

James D. Myrick, Esq.
Womble Bond Dickinson, PA
5 Exchange Street
Charleston, SC 29401
Attorney for Respondent