

STATE OF SOUTH CAROLINA COURT OF APPEALS  
FOR THE FOURTH CIRCUIT

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APPEAL FROM LEXINGTON COUNTY  
Common Pleas Court  
Appellate Case No. 2018-002157

State of South Carolina Appeals Court

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Case No. 2016-CP-32-01385

Presiding Honorable Judge Allison Lee

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James Reese,

Appellant,

v.

**CERTIFICATE OF DESIGNATION**

Richie D. Barnes,

Respondent.

I, James Reese, appellant, comes with good faith and in honor to present upon entry to this superior court the relevant evidence that is the supporting substantiating facts to the defense and has not been declared irrelevant or consider a waste court time, but only to aid the competent court in doing justice by wholes and not by halves. I, James Reese, now enter the supporting evidence and exhibits with my initial brief.

Date: 12/2/19

Drafted by: James Reese

James Reese

1 MR. JORDAN: May it please the Court.

2 THE COURT: Yes, sir.

3 MR. JORDAN: Good afternoon, everyone. This  
4 hopefully will be a relatively short trial and we'll get  
5 out of here maybe this evening and I hope that's the  
6 case, but if we have to come back in the morning, we'll  
7 certainly get wound up by then. This is kind of a simple  
8 case I would think but it has a lot of twists and turns  
9 to it. This is a landlord/tenant matter basically.  
10 Mr. Reese, the defendant, has raised other issues that  
11 bring it outside of what would normally be a Magistrate  
12 Court case. This case actually started in Magistrate  
13 Court and it didn't get too far there because the  
14 Magistrate decided he didn't have jurisdiction. The  
15 ✓ reason he decided that he didn't have jurisdiction is Mr.  
16 Reese claimed that there was, that he had some equitable  
17 ownership interest in the property or some claim or some  
18 path to ownership of the property and therefore it was  
19 not a routine landlord and tenant matter and because of  
20 that the case then got filed in Common Pleas Court and  
21 it's pending in this court since April of 2016. Two and  
22 ✓ a half years we have been waiting to get to a resolution.  
23 So I want to tell you a little bit about the facts  
24 and then we'll start into the testimony. But the basic  
25 facts is this is a lease situation. Mr. Richie Barnes,

1           this time we are ready to continue on with this matter.  
2           Mr. Glymph, you are still under oath to tell the truth in  
3           this matter. Mr. Reese, you may continue.

4                           CROSS EXAMINATION CONTINUED

5           BY MR. REESE:

6           Q.    Good morning, Mr. Glymph.

7           A.    Mr. Reese, good morning to you.

8           Q.    I apologize you had to come back another day. I  
9           know you're busy. I would like to start with a couple  
10          questions and then I'll proceed where we left off yesterday.  
11          Mr. Glymph, were you informed by Mr. Barnes and his  
12          representative Mr. Jordan that they offered me \$5000.00  
13          yesterday to stop your testimony, to let you go early?

14                   MR. JORDAN: Your Honor, objection. We tried to  
15          settle this particular part of the case. That's  
16          certainly not relevant for today's trial.

17                   MR. REESE: I will show relevance in a minute, Mr.  
18          Jordan.

19                   MR. JORDAN: You mentioned the amount. That's what  
20          makes it a problem.

21                   MR. REESE: But is the amount accurate?

22                   THE COURT: Mr. Reese --

23                   MR. REESE: Okay. What you ask me.

24                   THE COURT: Any conversations --

25                   MR. REESE: Okay.

1 consecutively without fail. He meet me at the bank and  
2 my wife handed him cash and he run off in the Citizens  
3 with it. I was helping this man supposedly and then he  
4 flip on me like this. Mr. Barnes knows that I paid him  
5 consistently. He leads you to believe I didn't pay the  
6 man or I stopped paying him in 2016. Let's address that,  
7 Mr. Barnes. Mr. Barnes refused to take my money in  
8 February 2016 after I was paying so diligently. If you  
9 look at these receipts, non stop consistently every time  
10 he got paid until he refused to take my money. You know  
11 why he refused? Because he went out in February which  
12 the evidence will show, he got a mortgage for \$30,500.00  
13 the same day, not the same week, but including the same  
14 month of February he got \$30,500.00 on the property he  
15 sold me under contract which says contract to sell with  
16 my signature and his on it.

17 He got \$30,500.00 under a government loan which was  
18 a - it wasn't a FEMA loan. It was a federal business  
19 loan. And I got a copy of the contract to show the  
20 dates. Now, if you stop taking my payment and you say I  
21 didn't pay you February the 1st, same day you closed on  
22 that loan, guess what, he was intending to defraud me all  
23 along because you can't just go up one day and close a  
24 loan. You have to get documents, you have to get notary,  
25 you got to get appraisals on the property to lead up to

1 presented to the Court?

2 THE COURT: You can look through the file and see if  
3 it's here.

4 MR. REESE: This is not a blank lease. It's filled  
5 in.

6 THE COURT: Don't go away with that file. You need  
7 to look at it over this way.

8 BY MR. REESE:

9 Q. Mr. Barnes, tell the Court what this document is an  
10 what's written on it?

11 A. Nothing.

12 Q. What does the document say?

13 A. Lease with purchase option.

14 Q. Flip to the next page, Mr. Barnes.

15 A. (Witness complies.)

16 Q. What does it say?

17 A. Blank.

18 Q. Turn to the next page, sir.

19 A. Blank.

20 Q. Turn to the next page, sir.

21 A. James Reese.

22 Q. Where is that? That's not part of the lease, sir.

23 A. I'm just doing what you said.

24 MR. REESE: Okay. Thank you very much. I would  
25 like to establish to the Court for the record that it did

1 Q. That's your stamp?

2 A. Yes.

3 Q. Nobody could have come in and added these at a later  
4 time or something of that nature?

5 A. No. Nobody has my seal but me.

6 Q. And you have seen your signature there and that is,  
7 in fact, your signature?

8 A. Yes. It is.

9 Q. So of the four things that you had mentioned as what  
10 your normal practice is, three of the four are here?

11 A. Mm-hmm.

12 Q. Okay. The only thing you're missing is the date.  
13 Now, do you recall that you went to the Chili's on March 9th,  
14 2013 or do you have any recollection with regard to that?

15 A. I don't recall what the date was. I do know that it  
16 was that time frame as far as 2013, correct.

17 Q. Okay. Now, in fact, this original lease was  
18 actually found in your possession, wasn't it?

19 A. The original lease?

20 Q. The original residential lease that I just handed to  
21 you?

22 A. Was found in my possession?

23 Q. In your possession.

24 A. As in at Chili's?

25 Q. No. No. I'm talking about after this lawsuit was

1 filed. This lawsuit was filed and we had some discussion  
2 about a blank lease, okay? That's all we had to start with  
3 but somehow Mr. Barnes retrieved the original of the lease  
4 which you had.

5 A. Me? I had the lease? When did I have the lease?

6 Q. I mean, so you're saying you didn't have the  
7 lease?

8 A. No.

9 Q. You didn't have the original lease and then provide  
10 it to Richie Barnes?

11 A. The lease was there for us to sign.

12 Q. Yes.

13 A. Right.

14 Q. Okay. And you signed it but you took it home  
15 with you?

16 A. I did not take anything with me.

17 Q. Okay.

18 A. I'm not understanding. Why would I take it with me?

19 Q. All right. Now, is it possible that you were, that  
20 when you arrived at Chili's you were informed by Mr. Reese  
21 that his signature had already been placed on this lease?

22 A. No.

23 Q. Okay. You didn't. Is it possible that you didn't  
24 see him sign it but he acknowledged it?

25 A. No. He signed the lease in front of me.

1 yesterday that your wife had that in her possession from the  
 2 date of inception --

3 A. You got to talk to him.

4 Q. -- that he got up here and told in front of the jury  
 5 she had it, she didn't do anything about it?

6 A. Every time I get something notarized from her, I  
 7 send her a copy. She don't have the original. You had the  
 8 original because you took it and you said you would get me a  
 9 copy and when you gave me my copy, I gave her a copy. She  
 10 never had the original.

11 Q. Mr. Barnes, can I ask you how did the Court get the  
 12 original filed by your attorney, the original filed by your  
 13 attorney into the Court from my possession and if I made a  
 14 copy for you, why you didn't introduce a copy and not the  
 15 original, sir?

16 A. Because you gave me the original. You took the  
 17 original and made it -- This is a lot of stuff for a place you  
 18 say you wasn't at. But okay. But to the person who was there  
 19 took the original with you and you made a copy. When you gave  
 20 it back, evidently you gave me the original and I made her a  
 21 copy. I said that she didn't have the original. I gave her a  
 22 copy. What we turned in if it was the original, so be it but  
 23 it's all the same. Now you're saying you agree with it  
 24 because you just say you didn't sign it. I'm confused. I'm  
 25 getting confused. I have got a headache. I need some

1 MR. REESE: Your Honor, the point that I was trying  
2 to make is it was established before she testified.

3 THE COURT: No. I don't believe that that's what  
4 the questions were and that's what the testimony was.  
5 The jury heard it. Let's move on to something else  
6 because you should be about finished with this witness by  
7 this time.

8 BY MR. REESE:

9 Q. Mr. Barnes, is there any other proof besides your  
10 word and her word that she witnessed my signature?

11 A. Your son was there and the waitress was there but  
12 like I said, I saw her look at your ID itself. I never said I  
13 saw you sign it because I went to the restroom, I think, and I  
14 came back and why would I think something was untoward when I  
15 thought the way we supposed to do it is wait for her to get  
16 there and her to - to wait for me to do it. I had already  
17 signed and went to the restroom. I came back. Why would you  
18 sit up there and pretend to - to - to - to - to - to write  
19 your name or whatever? That would behoove me. We agreed. We  
20 came to a consensus. Everything was agreed upon. I went,  
21 came back, she was there. She said is this you? You gave her  
22 your ID, she stamped it, she left.

23 Q. Mr. Barnes --

24 A. Now, if I would have told her to scrutinize it if I  
25 thought you was shady like that then, that's a whole different

1 that document.

2 Q. Would you say it's legal for you to notarize a  
3 document without a date and attest to it?

4 A. All documents that I have notarized has had dates on  
5 them because I had to put the date on it myself.

6 Q. Why you attested this does not allege to the date  
7 that you were supposedly have document signed this?

8 A. I wouldn't have signed anything unless I wrote the  
9 entire seal out. I have to put on there sworn to this day,  
10 uhm, this document was signed on this particular day and it  
11 has my signature, my commission stamp and also my seal.

12 Q. Did you do that on this document?

13 A. I can't say whether it was this particular document  
14 or not but this is not how I would normally conduct my  
15 business as far as notarizing.

16 Q. Thank you very much. But you said this is not how  
17 you normally conduct your business. What would you do again  
18 now when you notarize legally?

19 A. I have to put the date in there. I have to put the  
20 date in there when it was signed, I have to view the  
21 signatures of, after that individual has signed it. Do you  
22 have the original document?

23 Q. This is the copy of the original document that  
24 Mr. Barnes entered into evidence of the Court.

25 MR. REESE: And take note that Mrs. Barnes says that

1 she don't normally notarize like this even though she  
2 says --

3 MR. JORDAN: Your Honor.

4 THE COURT: You cannot testify.

5 MR. REESE: Oh, okay. Anyway --

6 THE COURT: You cannot testify. All you can do is  
7 ask her questions. Ask the witness questions and then  
8 when it's time for any closing arguments, you can make  
9 any arguments that you wish to make at that particular  
10 time.

11 BY MR. REESE:

12 Q. Once again, Ms. Barnes-Williams, you attest that  
13 this is not the way you normally notarize a document  
14 legally?

15 A. Not with just my signature.

16 MR. REESE: Thank you very much. I would like to  
17 enter this into evidence, that this document according to  
18 testimony just given is not the way she normally did it.

19 THE COURT: Again, Mr. Reese, you cannot  
20 editorialize.

21 MR. REESE: Oh, okay. I won't editorial -- Strike  
22 that please.

23 THE COURT: You can offer it into evidence.

24 MR. REESE: I would like to offer this into evidence  
25 and let the jury take note, please, what was said.

1 Q. And Mr. Barnes was there?

2 A. Yes.

3 Q. Okay. Was also Mr. Reese's wife there?

4 A. No.

5 Q. Was Mr. Reese's son there?

6 A. Yes.

7 Q. He was there. Okay. When the document was  
8 presented to you, had the document already been signed?

9 A. No.

10 Q. You don't recall the situation?

11 A. No.

12 Q. Okay. I'm going to show you the original of this  
13 lease which was Plaintiff's Exhibit number 3 which you have  
14 seen already and it shows your impression seal; is that  
15 correct?

16 A. Yes.

17 Q. Would that impression seal have been there if you  
18 had not signed as a notary?

19 A. No.

20 Q. Okay. There would be no way that would have  
21 happened?

22 A. No, sir.

23 Q. Okay. And your stamp there with your commission  
24 expiration date is there?

25 A. Mm-hmm.

1 20 years off from when the question signature is, then you  
2 have to go back to the submitter and get the right material.  
3 Once you have accomplished all of that, you look at the known  
4 signatures and look at the grouping detail to see what are the  
5 features of the known signatures and you look at the question  
6 signature to see what are the features of the question  
7 signature or signatures. Then you compare the features and  
8 determine whether the same features appear in both the group  
9 of knowns and the group of question, or if it's different  
10 features or if it's some differences and some similarities.

11 Then you go on to an analysis phase where you figure  
12 out if there are differences. Are they different because two  
13 different people wrote it or are they different because the  
14 person has a medical condition or was writing in some unusual  
15 circumstance or was trying to disguise his or her writing or  
16 if it could be just a really good simulation, and if the  
17 features are the same in the known and the question, you try  
18 to figure out if it's because it's the same writer or because  
19 it could be coincidence or because someone did a really good  
20 job of simulating someone else's writing. Once you have all  
21 of that worked out, you reach an opinion and attach a degree  
22 of confidence to the opinion.

23 Q. Ms. Will, I'm gonna present to you a copy of a  
24 residential lease which has my name on it and in your  
25 professional opinion on the residential lease presented to you

1 lease agreement, I filled it out and we both signed it and had  
 2 it notarized. You went and you, because I never did this so I  
 3 have always gone through realtors. You said I got this. I  
 4 got this. And you went to Office Max and you brought back a  
 5 packet and it had three of those leases in it and I used my  
 6 handwriting and I filled it out. We agreed what the terms  
 7 was, we signed and notarized it. That was the lease. We  
 8 never did anything about purchasing because we didn't get to  
 9 that point.

10 Q. Is there anywhere in that lease that's talking about  
 11 what you trying to present to the Court that said anything  
 12 about a three year buy out --

13 A. Yes, sir.

14 Q. -- a balloon note anywhere?

15 A. It didn't say balloon. It said three years.

16 Q. Three years. It specified that it's a balloon at  
 17 the end of the term according to real estate terminology,  
 18 correct?

19 A. If you say so.

20 Q. No. Not that I say so.

21 A. Because I'm not a real estate agent.

22 Q. Because you have done many evidently with all the  
 23 mortgages you got and all the money. But you present yourself  
 24 as one. If you present yourself to do a contract to sell and  
 25 somebody decide to buy and in your own handwriting each

1 receipt says mortgage from inception date to the last date you  
2 refused to take my money, is that not true?

3 A. That's correct.

4 Q. Thank you very much for the record of the Court,  
5 Mr. Barnes.

6 A. Because I wrote it on there saying it was deducted  
7 from the mortgage that you were supposed to pay \$70,000.00  
8 for. You got all way down to \$49,000.00 and you defaulted.

9 Q. Did it show a declining balance each time I made a  
10 payment?

11 A. Every single month.

12 Q. Is that customary on a lease to show a declining  
13 balance that says in your own handwriting mortgage and it's a  
14 box to check rent, lease or mortgage and you never on one of  
15 those receipts said morg - I mean rent or lease. It's always  
16 checked as you said 32 times which is supposed to be 42, you  
17 said, you checked mortgage and wrote in your own handwriting  
18 mortgage. Was that in error?

19 A. On the receipts it's a regular receipt book. It  
20 doesn't have lease or mortgage or anything like that. It's  
21 just a regular receipt book that I have got to make sure that  
22 I keep a running tab on what we was doing. There was nothing  
23 else.

24 Q. The question is, in your own handwriting did you not  
25 say mortgage and showed a declining balance and check the box

1 take notes but what you need to do is like put your name  
 2 on the note pad that you have and those notes are to be  
 3 used strictly for your own purposes. You should not  
 4 share those notes with anyone else. They are only for  
 5 you and for what you wish to use them for in terms of  
 6 refreshing your recollection and taking notes about some  
 7 of the testimony that you have heard so I ask that you  
 8 make sure that you keep up with those note pads. I think  
 9 some of them just have a few sheets of paper in them.  
 10 We'll get some additional note pads for you if you need  
 11 them. Mr. Reese, you may continue.

12 BY MR. REESE:

13 Q. Mr. Barnes, in order to expedite testimony, can you  
 14 tell the Court what the \$28,000.00 that you claimed you gave  
 15 me from NBSC Bank was used for?

16 A. NBSC. Uhm, to answer your question, even though I  
 17 didn't even, uhm, ask for that money, that was to be used and,  
 18 uhm, divided up between 524 Rock Haven and 41 Canterbury and  
 19 that's what led us to you offering to purchase 41 Canterbury.  
 20 Uhm, I needed some work done at, uhm, my residential facility  
 21 and as always you brag and boast about having the contacts of  
 22 this, that, and the other thing and, uhm, you said you had  
 23 people to do the flooring and the roofing and paint the  
 24 outside of the facility and things of that nature so I paid  
 25 you to do that. And at Canterbury you were supposed to do the

1 window, trimming, replace the windows, uh, you said you was  
 2 gonna put down wood floors throughout the place. You put wood  
 3 laminate. But, uhm, that was what all that was for. But I  
 4 didn't ask for it back. But when you was working on  
 5 Canterbury because, uhm, that's what I was doing, getting it  
 6 ready for sale, you asked me what was I gonna do with it and I  
 7 said sell it. And you said - you said I'll get it from you  
 8 and you said that, uhm, your son Ujama Reese and his  
 9 girlfriend and their baby needed a place to stay and that's  
 10 what lead us to one thing to another to us entering the lease  
 11 and we signed the lease at Chili's, Katrina notarized it and  
 12 you broke the lease and we're here.

13 Q. Specifically pertaining to 41 Canterbury and you  
 14 alluded to the Court that you have checks to prove that I  
 15 cashed, which I know you cannot and never will, tell the Court  
 16 what did I do with that \$28,000.00 for 41 Canterbury, the  
 17 property that's in question. We're not talking about your  
 18 other facility or any of that but this particular property --

19 A. The budget was \$28,000.00. You spent a majority of  
 20 it at 524 Rock Haven and the rest of it went to Canterbury and  
 21 you were supposed to repair the outside as well as lay the  
 22 laminate. I mean lay the wood flooring. You said, oh, you  
 23 want to sell? You need to get rid of the carpet put down some  
 24 wood. That will make it more valuable and that was it because  
 25 the house was in immaculate condition other than the outside

1 painting. The appliances that I left was all standard and up  
 2 to date because I like that kind of stuff. I left the washing  
 3 machine, drier, glass top stove, ice, water, two sided  
 4 refrigerator, brand new garbage disposal. Yeah. I mean, dish  
 5 washer and I had the garbage disposal. It was - it was - it  
 6 was - the inside was immaculate. People loved it. The  
 7 outside, like I say, the outside is the homeowners association  
 8 claimed the responsibility when we paid for it but they still  
 9 hit me and so I came out of my pocket to fix it and I had  
 10 relied on you to fix it.

11 Q. So you trying to tell the Court, Mr. Barnes, that  
 12 you gave me from five to \$7000.00 to put in the exterior of 41  
 13 Canterbury when that is the responsibility of the homeowners  
 14 association?

15 A. Yes, sir. Correct.

16 Q. And that you paid me to do exterior work?

17 A. Yes, sir. And interior work, the flooring.

18 Q. Did I do the exterior work on that property?

19 A. No. You did not.

20 Q. Did you inspect it for me to do any exterior on that  
 21 outside property, Mr. Barnes?

22 A. I didn't care anymore. After you decided that you  
 23 wanted to buy it, you said you were gonna take care of it so  
 24 once you said you wanted to buy it and you signed the lease, I  
 25 automatically assumed that if it's in your best interest that

1 A. Yeah.

2 Q. Okay. And you said in most cases homeowners do  
3 that?

4 A. Either/or.

5 Q. Is that right?

6 A. Either/or.

7 Q. Either/or?

8 A. Either/or.

9 Q. So that mean either/or it could be the owner of the  
10 property?

11 A. Either/or. The owner of the property or the tenant.  
12 Somebody got to pay it because if the tenant leaves, then  
13 whoever own the property still got to pay the regime so even  
14 when you defaulted and even though you was collecting money  
15 for two years and still didn't pay, I still had to pay the  
16 regime. You didn't pay the regime even though you still had  
17 the property all the way up until February 2018. So if you  
18 the owner, why didn't you continue to pay the regime. Because  
19 you wasn't the owner. I was the owner. And to this day I  
20 still pay the 185 the first of every month to the regime  
21 company located on North Main Street. So yes, I am the owner.  
22 I pay the regime. When you was the tenant and when you was in  
23 it, I was getting the regime from you because you were  
24 receiving because that's the agreement we had.

25 Now, you could have said no. You could have said

1 that but you chose to and because of that I took the regime  
 2 from you and I took it from the so-called mortgage that I was  
 3 taking from you and yeah. But when you abandoned the  
 4 property, the regime kept going and since I'm liable and  
 5 that's who they, every time something was wrong with the  
 6 house, they sent it to me because I'm the owner. They never  
 7 sent you anything. I got letters when they complain because  
 8 I'm the owner. I'm the owner of record. So they sent me the  
 9 complaints. They send me the bill. They never sent you  
 10 anything because you're not the owner. You never was. The  
 11 deed has always been, all those so-called mortgages you want  
 12 to call, liens or whatever, your name ain't on nothing. Why?  
 13 Because you never owned it. You only own stuff once you  
 14 purchase it. You trying to tell these people I gave you  
 15 whatever, a \$40,000.00 home for free.

16 Q. \$70,000.00.

17 A. Relying on - relying on -- \$70,000.00, relying on  
 18 you to pay me and then you abscond and now I'm out of a home?  
 19 No. You was supposed to pay and you paid the regime. When  
 20 you defaulted and left, I continued to pay the regime.

21 Q. Didn't we show on the court record earlier, sir,  
 22 that the property according to Lexington County Tax Office  
 23 Assessor's registered and certified this morning that the  
 24 property is worth \$40,000.00?

25 A. It could be worth \$25.00.

1 discussing the execution of the residential lease and I wanted  
2 to ask you about this \$70,000.00 purchase price, okay? That's  
3 not something that would be in a lease ordinarily. Where was  
4 information regarding the purchase price enrolled or written  
5 down?

6 A. That's what he brought to the restaurant that night  
7 because when I told him 93,000, he said he did some searching  
8 online about taxes and something and said the property was  
9 worth 70,000 so I told him I'm not nitpicking. We'll due  
10 70,000.

11 Q. And there wasn't a signed document that was entitled  
12 option to purchase or something of that nature?

13 A. The lease agreement that was signed and notarized  
14 that night at Chili's.

15 Q. Well, it doesn't have anything about an option to  
16 purchase in it. Where did you get that information?

17 A. That was my stipulation. But like I said, I never  
18 really did this. I just told him like, hey, we'll do a lease  
19 to purchase, three years, you can buy it.

20 Q. Okay. And the purchase price was \$70,000.00?

21 A. Yes, sir. He talked me down to that.

22 Q. Was he getting any credit against the monthly  
23 payment?

24 A. Yes. Exactly.

25 Q. Explain that.

1 BY MR. REESE:

2 Q. Anything on it with Richie Barnes' name on it and  
3 your signature both written the same way and dated and  
4 witnessed, can you tell the Court if this not a description of  
5 your signature?

6 A. First of all, there's two different dates.

7 Q. Either date, whatever date.

8 A. And like I said yesterday --

9 Q. Your signature is what's in question.

10 A. And as I said yesterday, this is my signature but it  
11 has been copied and paste and you can look at it and tell it's  
12 blatantly been copied and paste as well as, this one is dated  
13 March 9th, 2013. That's the same date that we did the lease.  
14 March 9th, 2013 when we sat in Chili's and we had it  
15 notarized. Why would I sign something like this the same time  
16 I signed the lease that was notarized and I have it notarized  
17 on this? That doesn't make any sense. But I would agree in -  
18 in - in - in terms of what this last one that says the balance  
19 is \$49,780.00 even though that's copied and paste, but I say,  
20 yeah, if that's what you want to say. But the whole point is  
21 I'm not gonna argue with you about these signatures. The  
22 point is even under that you violated.

23 Q. My question to you, sir, does this depict or  
24 represent your signature? That's a yes or no.

25 A. It been copy and pasted but that's my signature.

1 lease.

2 Q. Not dealing with the lease, sir. Not right now. We  
3 dealing with your signature and mine. What does this say?

4 A. That's that stuff you had wrote up in your own  
5 handwriting.

6 Q. What does it say?

7 A. Just like I said before, that's the agreement.

8 Q. To? I mean, what else?

9 A. To sell real estate.

10 Q. Thank you very much. And you did say that is your  
11 signature on this original?

12 A. No. My signature is on the other page.

13 Q. To the same document --

14 A. No. No.

15 Q. -- on the other page.

16 A. No.

17 Q. Hold on, sir. Hold on, sir. What does that word  
18 say?

19 A. That's not - that's copy and paste.

20 Q. The question is what does that word say?

21 A. That's copy and paste.

22 Q. This is an original now.

23 A. That can still be copy and paste.

24 Q. Originals can be copy and paste? You now you tell  
25 one lie, you got to tell two.

1 signatures on here are your signatures.

2 Q. Thank you very much. This original, do it appear to  
3 be cut and paste?

4 A. No. It cannot be cut and paste because you cannot  
5 move ink from one page to another page so there would have to  
6 be some sort of printing process or copying process involved  
7 to make a cut and paste or an actual cut and tape on which I  
8 have seen that, too, so that cannot be a cut and paste.

9 MR. REESE: Thank you very much. Thank you, Your  
10 Honor. I'll give the Court back the original copy, the  
11 stamped original. Thank you very much.

12 BY MR. REESE:

13 Q. Miss Emily, on the documents that we passed out to  
14 the jury, the document that we passed to the jury, would you  
15 once again explain to them how you can identify to the Court  
16 that that is not my signature in the Q1 example for 3/9,  
17 that's dated 3/9/2013 off of that residential lease?

18 A. Certainly. I'm sorry you're not all looking at it  
19 at this moment but when you see it, you will notice that it's  
20 two pages and on each page the top row left and middle columns  
21 have the two signatures that were in question for me in this  
22 case. That's why they are called Q1 and Q2. The others are  
23 labeled K1 through 24, and K means known and they are arranged  
24 chronologically. The known signatures are arranged  
25 chronologically. So on the first page I did put some arrows.

1 A. That's not the same page.

2 Q. Sir, what does that say?

3 A. Seller.

4 Q. What does that say?

5 A. Buyer.

6 Q. Whose name is by the seller?

7 A. Somebody wrote my name.

8 Q. No. I said whose name is by the seller? I didn't  
9 ask you who wrote it.

10 A. My name.

11 Q. Whose name is this by the buyer?

12 A. Ujama Reese.

13 Q. By the - by here?

14 A. I can't read your writing. For 3/19/13 when we had  
15 the lease. But I didn't do this paper. I didn't do -- You  
16 added a page to something else that says you was trying to buy  
17 the house. But like I said, I'll give it to you. If you want  
18 to use that, hey, I acquiesce. But you still defaulted on  
19 it.

20 Q. No. Don't say -- We didn't get to that point yet.  
21 We'll get to that part, and we'll add everything up totally in  
22 a minute.

23 A. Okay. Okay.

24 Q. The question is, is this - is this --

25 A. Yes.

1 the date is on it (proffering.)

2 A. It's a lien.

3 Q. For what? What does it say it is? Does it say  
4 mortgage?

5 A. It's a lien.

6 Q. Does it say mortgage?

7 A. A lien against my mortgage.

8 Q. It's a lien against your mortgage for how much? You  
9 said it's a lien. Did you get money --

10 THE COURT: One moment. You asked him a question.

11 MR. REESE: Okay.

12 BY THE WITNESS:

13 A. \$189,800.0.

14 BY MR. REESE:

15 Q. Okay. Can I have the document?

16 A. (Proffering.)

17 Q. Okay. Mr. Barnes, did you not mortgage the property  
18 on 41 Canterbury for \$30,500.00 for a small business loan?

19 A. No, sir.

20 Q. Never?

21 A. Never.

22 Q. Mr. Barnes, on your --

23 MR. REESE: I want to enter into evidence, Your  
24 Honor, that he did get a mortgage for \$30,500.00.

25 BY MR. REESE:

1 yourself. You said you never did the \$31,600.00. You said  
2 you never did 18,000 in February yesterday and this morning.

3 MR. JORDAN: Objection.

4 BY MR. REESE:

5 Q. Didn't you say that, sir?

6 MR. JORDAN: Mr. Reese --

7 MR. REESE: You need to object.

8 MR. JORDAN: I said it.

9 THE COURT: You need to ask a question and stop  
10 testifying.

11 BY MR. REESE:

12 Q. Did you not say only yesterday that you did not get  
13 \$31,600.00 yesterday? Do you deny that?

14 A. Yes. I denied it. It was a mortgage.

15 Q. Do you deny --

16 A. I said it was a lien.

17 Q. Did you --

18 A. I mean, not a -- Yeah. A lien. I said it was lien  
19 because it's collateral.

20 Q. Okay. You said a lien. Does that mean you got  
21 money?

22 A. Yeah.

23 Q. Does it mean you got \$18,000.00 also February 16 the  
24 same time, the month and on the same date that my money was  
25 due? Yes or no?

1 now that's unpaid and which --

2 A. Before I sold you the house I contacted, at the time  
 3 it was City Financial and I said I wanted to sell this  
 4 property. I need permission to sell this property because  
 5 it's tied into my mortgage with the other property and I'm not  
 6 selling the other property. I just want to sell this. I had  
 7 to get permission from City Financial. They said, well,  
 8 Richie, if you give us \$70,000.00, we can go ahead and give  
 9 you a clear title and, uhm, and - and take this and we'll give  
 10 you clear deed and title and you can take this off the  
 11 mortgage and just have the 524 Rock Haven which I was inclined  
 12 to believe since you said because I was selling it for 93, you  
 13 said 70. I said, hey, you want 70, hey, I'll take 70, but you  
 14 didn't even give me 70 because you balked. You defaulted.

15 Q. Are you telling the Court how much --

16 A. But you defaulted. So even - even - even if my  
 17 property at the time was worth \$25.00, you offered \$70,000.00.  
 18 It's my property. I could have charged you five hundred  
 19 million dollars. If you wanted to buy it, you bought it.  
 20 It's my property. I can sell it for how much I want. You  
 21 chose 70. I didn't even argue. I didn't say let's go half of  
 22 that. I say from 93, I took off 23,000 and gave it to you for  
 23 70. And all you had to do was -- You said, I don't have the  
 24 money but let me pay on it. I said for two years. You said  
 25 give me three.

1 association who is ever the person that's dwelling in the  
2 place, they're responsible for the homeowners association or  
3 it could be the owner but that's the agreement. You and I had  
4 an agreement. That's why you paid me for two years.

5 Q. Mr. Barnes, I will agree with you on that.

6 A. Thank you.

7 Q. Since I was the owner and you said the owner pays  
8 regime fee, correct? Isn't that what you just said?

9 A. I said owner and -- Why you repeat what you want to  
10 hear. I said owner and tenant. It's between what they agree.  
11 What they agree.

12 Q. Do we have anything in writing other than on the buy  
13 and sell agreement that I just showed you from the Judge on  
14 the original that says I'm gonna pay regime? Isn't that  
15 included in there, sir?

16 A. No. But I told you that you were gonna pay that.

17 Q. Do I need to get that from the Judge again to show  
18 you the original?

19 A. It says it? Well, if it says it.

20 Q. It does.

21 A. Well, the you paying regime out of pocket.

22 Q. And on the receipts, and in your own handwriting on  
23 the receipts doesn't it say regime?

24 A. Yes, it does.

25 Q. I signed it, you signed it?

1 he wanted done to the house and that's what I did for him.

2 Q. So again, you're stating that you were asked to  
3 write up an estimate on the things he wanted done to the  
4 house?

5 A. To bring the house back up to living condition.

6 Q. Putting marble on the cabinets, granite on cabinets,  
7 is that bringing it up to standards of that house that was  
8 already there?

9 A. It's an upgrade.

10 Q. It is an upgrade in your professional opinion?

11 A. Yes. It's an upgrade.

12 Q. So far we have went through the whole house. Mr.  
13 Glymph, you have presented to the Court an estimate of  
14 approximately \$45,000.00.

15 A. Mm-hmm.

16 Q. On a house that only values at \$40,000.00. How in  
17 the world can you come up with \$45,000.00 worth of damage when  
18 you have thus so far, I haven't even seen \$4000.00 according  
19 to the numbers that you gave us as we going through the whole  
20 house?

21 A. There's several other items on here also. I don't  
22 know the value of the house. That was not my job to do. I  
23 didn't do an estimate on what the value of the house was. I  
24 was just there to prepare an estimate and give it to the owner  
25 and that's what I did. There are several other items I was

1 in the breakdown of your 45 to \$48,000.00 worth of damage?

2 A. You're saying the bedroom on the right?

3 Q. Yes, sir.

4 A. The only thing on the bedroom on the right I saw in  
5 there was the door was hung upside down, the entry door is  
6 hung upside down. It just has to be flipped around. But  
7 other than that I didn't write anything else on that  
8 bedroom.

9 Q. So that room is good. In the master bedroom, sir,  
10 can you give us a breakdown of the cost of repairs in that  
11 bedroom? It's in your original estimate that you presented to  
12 the Court on yesterday.

13 A. I have this in front of me. I don't have anything  
14 on that bedroom.

15 Q. There is a master bathroom in there.

16 A. Yes.

17 Q. Can you tell the Court what kind of repairs did you  
18 have to do in the master bathroom --

19 A. We're gonna replace --

20 Q. -- that's in your estimate original?

21 A. We was gonna replace the commode, the vinyl floor  
22 covering, the vanity cabinet, the top for the vanity cabinet,  
23 the faucet, replace the tub, replace the medicine cabinet,  
24 install a toilet paper holder, tile bar mirror, install  
25 baseboard and shoe mold.

1 Q. Is the mirror in that house damaged?

2 A. I don't know.

3 Q. Sir?

4 A. I don't know.

5 Q. You don't know but you were asked to replace it. Is  
6 the toilet damaged in that house, sir, in the master  
7 bedroom?

8 A. There was no water in the house. There is no way to  
9 test it.

10 Q. But you gonna replace that. You said the vanity.  
11 Is the vanity damaged to the point where it has to be  
12 replaced? It's a wall to wall vanity. Is it torn down or  
13 distorted in any form or fashion according to your estimate?

14 A. I can't recall.

15 Q. There are two other small rooms. The laundry room.  
16 What kind of damage is in that laundry room?

17 A. There's a big hole in the floor.

18 Q. What would the hole have come from --

19 A. I don't know.

20 Q. -- from your estimate?

21 A. Probably water damage. That's just -- I don't know  
22 who put the hole there or how the hole got there. There's a  
23 hole in the floor.

24 Q. What size hole is in that floor?

25 A. It's enough for a man to crawl through.

1 particular room?

2 A. \$1200.00.

3 Q. \$1200.00. Make note. Let me see if we covered the  
4 whole house. Oh, there is a restroom in there which is a half  
5 bath. What kind of damage is in that room?

6 A. We're gonna remove and replace the vanity, vanity  
7 top, the faucet, the commode, the HVAC register and install an  
8 exhaust fan, install a lock set, mirror, medicine cabinet,  
9 seal and paint the walls.

10 Q. Is there or was there a mirror in that small half  
11 bath?

12 A. I don't know. I can't recall what was there.

13 Q. So you just know you were asked to put a mirror in  
14 there, right? Was there a vanity in that small restroom?

15 A. It says remove and replace so I assume one was  
16 there.

17 Q. What kind of condition was that vanity in?

18 A. I don't recall.

19 Q. You don't recall. Is there a toilet in that room?

20 A. Says replace one so I guess one was there.

21 Q. We don't want you to guess. We want you to give  
22 your expert opinion. You're doing a lot of guessing.

23 A. Listen, Mr. Reese, I was there at that house back in  
24 April. I was just there to do an estimate. I met with the  
25 homeowner. He asked me to write up an estimate on the things

1 realize and hear today as we broke down each room it was  
2 presented to this Court that this house has been damaged  
3 to the point that it was unbearable, intolerable and  
4 needed to be rebuilt at \$45,000.00 which his professional  
5 estimate gave us and I'm just trying to get for the Court  
6 knowledge --

7 BY THE WITNESS:

8 A. Well, the --

9 MR. REESE: Excuse me, sir.

10 BY THE WITNESS:

11 A. You need to ask me that question.

12 MR. REESE: -- how we got to \$45,000.00.

13 BY THE WITNESS:

14 A. What question did you ask me?

15 BY MR. REESE:

16 Q. The question is --

17 A. Yes, sir.

18 Q. -- with what has been said were you asked to go in  
19 there and assess the damages of the house or were you asked  
20 assess and to add and remodel the house?

21 A. I was there to prepare an estimate for the work he  
22 had asked me to do.

23 Q. Thank you very much.

24 A. Allow me to finish.

25 Q. Okay.

1           A.    Where is this located at? This is coming into the  
2 living room as you walk in the entry door. What's this?

3           Q.    That's the bedroom, sir.

4           A.    That's the entry door right here, front door coming  
5 into the house.

6           Q.    Okay.

7           A.    That door there.

8           Q.    Okay.

9           A.    Tell me what's this right here? That's paint?

10          Q.    If you can't tell me, sir. I just wanted to show  
11 you the pictures of the room. Take your time.

12          A.    I'm just telling you, you trying to show me a hole  
13 in the wall and this is the front door as you walk into the  
14 house.

15          Q.    Was there a hole in the front door when you walked  
16 in the house?

17          A.    There is no hole in the front door. The door down  
18 here is damaged at the bottom.

19          Q.    Is that interior door or an exterior door?

20          A.    Exterior door.

21          Q.    Thank you. We are not referring to the exterior so  
22 we'll take that out. The glass sliding door that you alluded  
23 to that you gonna replace, was it cracked or broken?

24          A.    I don't believe so. It's just old and need to be  
25 replaced.

1 the water off and from there then I went through the house a  
2 little more. Saw that the carpet had been taken up and all  
3 that. I saw the carpet was taken down when I came in and saw  
4 the living room and the hallway because I know there was brand  
5 new carpet put in there when Richie moved back in there.

6 Q. Okay. And did you notice that anybody had done  
7 anything with the water meter?

8 A. Yes, sir. Usually when the water get turned off and  
9 nobody paying the bill, they usually put a lock on it so they  
10 must have had a lock on it and somebody broke the lock off of  
11 it.

12 Q. Was the purpose of breaking the lock off so they  
13 could turn the water on?

14 A. Yes, sir.

15 Q. Okay. But at the time you went there the water was  
16 already off or was it something you had to turn off?

17 A. I turned it back off because somebody had turned it  
18 on.

19 Q. All right. And then when, back in the spring of  
20 this year when you were at the house, did you make any repairs  
21 to the house?

22 A. Yes. I put a lock on the sliding door and I put a  
23 lock on the back door.

24 Q. Was the front door locked all right?

25 A. Yes, sir.

1 Q. Because he said he went there yesterday as well.

2 A. I wasn't with him.

3 Q. Did you see him there?

4 A. I did not.

5 Q. You said it appears that somebody went in and they  
6 put the stove and refrigerator back in the house, is that  
7 true? Is it back in there now?

8 A. Yeah. It's there. It wasn't there initially but  
9 something is there now.

10 Q. But you did hear your husband testify yesterday that  
11 somebody had stolen the equipment out of the house?

12 A. That's because as I said when we went, there wasn't  
13 anything there.

14 Q. If somebody -- Well, the holes in the walls, are  
15 they still there as they were in April?

16 A. One of the big holes is in the bedroom wall and the  
17 hole that was in the living room, I didn't see it there.

18 Q. The hole that was covered in the laundry room, is it  
19 in the same condition that it was when you were there in  
20 April?

21 A. The hole was exposed. When I went yesterday, it  
22 looked like somebody tried to staple some type of linoleum  
23 type thing on the hole.

24 Q. Was it wood under the hole covering that hole under  
25 the linoleum?

1 hole.

2 Q. So is it fair for you to say you don't know because  
3 you really didn't examine it?

4 A. I'm not an examiner. I didn't go there to examine.  
5 I just went to refresh my memory. When I saw how you were  
6 badgering the other people yesterday, I said, well, I don't  
7 remember details. Let me go back and look. When I went back  
8 and looked, I can see that everything was different. I don't  
9 know who was in there. That's not my business. I don't care.  
10 That's, Richie deals with that. He handles all of that so I  
11 asked him did he know of anyone going in there and doing  
12 work.

13 Q. If it's not your business and you don't deal with  
14 that, why are you on the stand this morning?

15 A. Because I'm his witness. I went - I went in the  
16 home. I'm here to tell about what the home looks like.  
17 That's why I'm here today.

18 Q. Ms. Barnes, how long did you live in that house?

19 A. For about a year and a half.

20 Q. Did y'all have to do any repairs to it while you  
21 were there?

22 A. No. We did not.

23 Q. So when you left there in 2013, was the house in  
24 good condition?

25 A. It was in great condition.

1 whatever the balance was remaining was supposed to go towards  
2 fixing and cleaning the house that we lived in.

3 Q. Ms. Barnes, you just stated the house was in  
4 immaculate condition when you left there. Why would he give  
5 me \$28,000.00 to repair it after you left it in immaculate  
6 condition?

7 A. You was already in there, whoever was in there, and  
8 he was paying for work to be done in there just to get things,  
9 like he said, the carpet, the dog had chewed the front carpet  
10 so he was gonna replace that but you said you would put down  
11 wooden floors.

12 Q. So after you examined the house in good condition  
13 when you left, then all of a sudden are you saying that he  
14 gave me money after I bought the house to come in to do my  
15 repairs?

16 A. I don't know what y'all business thing was and for  
17 me to actually word whatever y'all had going on I don't  
18 know.

19 Q. So is it fair to say you cannot give accurate  
20 testimony this morning that the house did need the \$28,000.00  
21 worth of repairs?

22 MR. JORDAN: Your Honor, he's coming up with this  
23 \$28,000.00 number that was completely testified the  
24 opposite of that yesterday.

25 THE COURT: I think that the jury heard the

1 back to you and you can begin your deliberations at that  
2 time. So at this time I'm gonna ask that you retire to  
3 the jury room and wait for further instructions before  
4 you begin any deliberations.

5 (Whereupon, the jury entered the jury room at 7:10  
6 p.m.)

7 THE COURT: All right. Are there any exceptions or  
8 anything I need to revise by the plaintiff on my charge?

9 MR. JORDAN: Your Honor, that was an extremely  
10 thorough well done charge and we have no changes.

11 MR. REESE: I agree, Your Honor. That was  
12 excellent.

13 THE COURT: All right.

14 MR. REESE: And a fair charge.

15 THE COURT: Thank you. If you all will come and  
16 look at the exhibits one more time to make sure they're  
17 all there. And look at the verdict form one more time to  
18 make sure it's acceptable and then we can send it back to  
19 the jury and it's in their hands.

20 (Whereupon, the verdict form and exhibits were sent  
21 into the jury and deliberations started at 7:20 p.m.)

22 (Jury question at 8:55 p.m.)

23 BAILIFF: All rise.

24 THE COURT: Please be seated. I have received a  
25 note from the jury. It says, in the counterclaim who is

1 the defendant? It's signed by the foreperson. So I'm  
2 not sure exactly what he's asking but what I intend to  
3 indicate is that the counterclaim is filed by the  
4 defendant, Mr. Reese, and so he would - he would - and  
5 that's the name that I have. The counterclaim is filed  
6 by the defendant and then and so the defendant stands in  
7 the shoes - the defendant has the burden of proof. I'll  
8 put it that way. And then so the plaintiff, Mr. Barnes,  
9 does not have the burden of proof and leave it at that.  
10 Is that sufficient?

11 MR. JORDAN: Yes, ma'am. Sounds good to me.

12 MR. REESE: So what does that mean?

13 THE COURT: I don't know whether they're asking me  
14 the generic terms of plaintiff and defendant or whether -  
15 and they want to know who's the defendant in the  
16 counterclaim. Or I think the way my verdict form says is  
17 that on the claim, on the counterclaim it says on the  
18 defendant's counterclaim for breach of contract with  
19 fraudulent act we the jury unanimously find for, and then  
20 it says defendant and then it says plaintiff. So I think  
21 maybe they're trying to figure out who is who. So if I  
22 say that the counterclaim was filed by the defendant  
23 James Reese that that would probably answer their  
24 question and that he has the burden of proof on the  
25 counterclaim.

1 responsible for. That's the way that agreement worked.  
2 And the second agreement, the agreement to sell real  
3 estate, and there are two agreements that y'all have to  
4 decide on which one counts. The second agreement, the  
5 agreement to sell real estate again has nothing in there  
6 about occupying this property. It doesn't have anything  
7 to do with the fact that or according to this contract  
8 for 12 years, you know, somebody is going to be paying  
9 \$70,000.00 at \$486.11 per month. But it doesn't say,  
10 well, do they get to buy it? Do they get to move into  
11 the property in the mean time? It doesn't say that.

12 And we have had a lot of discussions obviously over  
13 the three days about what the deal was but I don't think  
14 there is any question that the residential lease is the  
15 part of this transaction that is pretty much  
16 indisputable. Not only is it completely legitimate on  
17 its face but that's exactly what was performed by Mr.  
18 Reese and Mr. Barnes. \$700.00 a month was paid. I mean,  
19 it wasn't like clockwork but it was regular so, I mean,  
20 that was not really something that was really an issue,  
21 okay?

22 But the main thing is Mr. Reese obviously at some  
23 point in time decided he didn't want to buy this property  
24 anymore. I mean, it had gotten so wrecked and trashed  
25 and just devastated, why in the world would he want to

1 could also determine that it was, in fact, signed by  
2 Ujama Reese. I mean, the two signatures, and y'all have  
3 had the opportunity to compare them already, but I want  
4 you to make sure you look at it again when you go back in  
5 to deliberate. But there's no question, couldn't be any  
6 question in your mind that Mr. Reese's son signed his  
7 name for him when that document was signed.

8 Now, you also heard the testimony from the notary  
9 public that she got Mr. Reese's, this Mr. Reese, got his  
10 driver's license to determine that was him that she was  
11 notarizing. Mr. Barnes indicated that he was, had gone  
12 to the bathroom and didn't actually see the signature so  
13 from that perspective anything could have happened. But  
14 I think the logical conclusion would have to be that  
15 James Reese asked his son to sign for him. He might have  
16 had some ulterior motive for that but it's probably  
17 innocent, you know. Eating chicken wings, didn't want to  
18 mess up the paper or something. Who knows. But at the  
19 end of the day that document clearly can be shown to have  
20 been signed by Ujama Reese for James Reese and it really  
21 doesn't matter in any event. I mean, the residential  
22 lease was the agreement of the parties. Mr. Barnes gave  
23 possession of his house to Mr. Reese, gave him the keys  
24 and the only thing he expected to get was \$700.00 a  
25 month.

1           Now, There's some discussion about homeowner  
2 association charges and I think there's some confusion  
3 during that back and forth on the witness stand but Mr.  
4 Reese never paid any homeowners association assessments.  
5 Mr. Barnes paid every one of them. All Mr. Reese ever  
6 paid and he paid it fairly regularly was \$700.00 a month  
7 and that was the rent amount specified in the lease. It  
8 also specified that \$1400.00 which we all acknowledged  
9 that he paid went to a security deposit for Mr. Reese  
10 and, you know, typical leases have a security deposit and  
11 in our calculation have given Mr. Reese full credit for  
12 \$1400.00 in calculating the damages to the particular  
13 house.

14           But when I first stood before you, I told you that  
15 Mr. Reese was going to do his best to confuse you. And  
16 I'm pretty certain that he has or I'm hoping he hasn't  
17 frankly but he certainly made an effort to prove that the  
18 agreement he had was a mortgage. There is no evidence of  
19 any mortgage that's been put in the record here between  
20 Mr. Barnes and Mr. Reese. It never happened. It was  
21 just a word, a misstatement by Mr. Barnes on his receipt  
22 book that it was a mortgage payment but that certainly  
23 lends credence to the fact that there was not just a  
24 lease, there was an option to purchase because he was  
25 trying to give an indication in the receipt book of how

1 Q. Can you attest to the condition of the living room  
2 of the interior of the house?

3 A. The only thing I can recall is the house was  
4 trashy.

5 Q. I'm talking about physical wise, sir. From a  
6 contractor's point of view.

7 A. Trashy.

8 Q. I'm not worried about trashy inside. I'm wondering  
9 about, what I'm asking for, the living room when you walk in  
10 the front door, describe that house and what you got to do to  
11 it? Just the living room. That's all I want to know.

12 A. I couldn't describe the living room to you. I was  
13 only there for about an hour.

14 Q. You were only there for an hour but you gave a  
15 \$45,000.00 estimate, sir?

16 A. Yes, sir.

17 Q. So you had to do some measurements and pictures?

18 A. I did. I did.

19 Q. Do you have pictures?

20 A. No. I don't have pictures. I saw some being passed  
21 around here.

22 Q. No. I'm not talking about that.

23 A. I don't have any pictures, Mr. Reese. Because I'm  
24 not gonna get into in a badgering contest with you.

25 Q. I'm not gonna badger you, sir. I promise. I just

1 recall no appliances being in that house.

2 Q. What's wrong with the sink that's there, sir, that  
3 you gonna replace it?

4 A. I don't know if there's anything wrong with the  
5 sink.

6 Q. But you gonna replace it?

7 A. I'm a contractor, sir. If you ask me to replace it,  
8 I replace it.

9 Q. So you were asked to do these things whether they  
10 needed to be done or not. Is that fair to say?

11 A. People does it everyday.

12 Q. I'm not talking about what people do. I'm talking  
13 about this instance.

14 A. What do you mean?

15 Q. Were you just asked to do the repairs --

16 A. You're asking me to go in there and examine the sink  
17 and tell him he don't need one? Is that what you're asking  
18 me?

19 Q. Yes, sir.

20 A. No. I don't do that, sir.

21 Q. Can you tell us what your total came up to for  
22 kitchen repairs, not the appliances, but just the repairs, the  
23 goose neck?

24 A. \$10,500.00.

25 Q. So to screw that goose neck for \$3.00 you gonna

1 Q. It would be fair to say because it had roaches you  
2 didn't examine to see if they were in any kind of condition?  
3 Would that be fair to say that?

4 A. Listen, mister, I value my health. I value it real  
5 well. Now, I'm in a nasty place and I'm being very careful  
6 where I step. I'm not trying to stay in this place too long.  
7 I don't want to become sick. Now, the entire house --

8 Q. We haven't gotten to that part, sir. Stick to  
9 directly what I asked you.

10 A. Allow me to finish.

11 Q. Okay, sir. Go ahead.

12 A. The entire house was in such disarray and stink so  
13 bad you had to open up all the doors just to get some of the  
14 stink out of there so you could go inside the house.

15 Q. Can you tell me what kind of odor was in the  
16 house?

17 A. I can tell you I know it smelled bad. You had to  
18 open the doors, let it breathe a little bit, then go inside,  
19 then you can't stay in there but for so long because it  
20 stinks.

21 Q. What do it smell like, sir?

22 A. Feet and ass. That's all I can say.

23 Q. Okay. Would you tell us again excluding the granite  
24 counter tops and excluding the cabinets, how much would those  
25 repairs come up to?

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )  
 )  
Richie D. Barnes, )  
 )  
 )  
Plaintiff, )  
Vs. )  
James Reese, )  
 )  
Defendant. )

IN THE COURT OF COMMON PLEAS  
ELEVENTH JUDICIAL CIRCUIT

Civil Action No. 2016-CP-32-01385

AFFIDAVIT OF UJAMA REESE  
REPLY TO PLAINTIFF'S MOTION  
FOR SUMMARY JUDGMENT

PERSONALLY appeared before me, Ujama Reese, who, first being duly sworn,  
deposes and says:

1. I, Ujama Reese was a witness on the signing of the Mortgage Contract of Sale between Mr. James Reese and Mr. Richie D. Barnes.
2. I was also the first tenant at 41 Canterbury Court, Columbia, SC 29212, that was rented to me , with Mr. Richie D. Barnes knowledge.
3. Mr. James Reese has never lived in this property. Further, it was without a doubt a Mortgage Contract and not a Lease with Option to Buy.

By: Ujama Reese  
Ujama Reese

SWORN to and subscribed before  
This 30<sup>th</sup> day of November, 2016

Matthew E. De (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 4-9-26

A TRUE COPY  
Ujama Reese  
Lex. Co. C.O.C.P., G.S. & F.C.

**DEFENDANT'S  
EXHIBIT**  
#7 11-7-18  
2016CP32-1385



2016CV321070447

Richie Barnes VS James Reese

CV/Rule to Vaca Settled

Reese, James - Defendant

- Case Information for SC Sta
- Actions
- Associated Cases
- Case File Location
- Case Parties
- Case Traffic
- Costs/Payments
- Disbursements
- Exhibits
- Fines/Costs
- Judgments
- Notes
- Payments
- Service/Warrant

### Case Information for SC State

Basic information Extended information

Case filed date	3/17/2016	Total paid	0.00	Balance	0.00
Case type	CV Civil	Case subtype	101	Rule to Vacate	
Case status	SETL Settled	Assigned Judge	5057	Adams, Rebecca L	
Disposition	31 Settled	Disposition Judge	5057	Adams, Rebecca L	
Disposition date	4/11/2016	<input type="checkbox"/> Finalized 0/0/0000	<input type="checkbox"/> Sealed		
File type	*Blank	Original case nbr			

Case parties	Name	Party type description	SS
	Barnes, Richie	Plaintiff	000-00-000
	Reese, James	Defendant	000-00-000

Actions	Name	Action code	Description	Action type	Begin date	Begin
	Barnes, Richie	RTV	RTV	Action	4/6/2016	2:43 p
	Barnes, Richie	WRITOE	Writ of Ejectment with Doc	Filing	3/30/2016	2:21 p

Judgments	For	Against	Judgment number	Filing date	Amou

C32MWHETST  
Imo Magistrate Court

Exhibit 2

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )  
 )  
 )  
 )  
 )

2016CV321070447  
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

WRIT OF EJECTMENT

Richie Barnes  
147 Abbey Walk Lane  
Columbia, SC 29229  
(803) 361-0771

Be Out By 5:25pm on 4/1/16

PLAINTIFF(S)

Vs  
James Reese  
41 Canterbury Court  
Columbia, SC 29210

DEFENDANT(S)

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

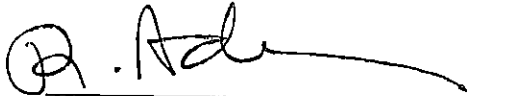
Upon Judgment of this Court, rendered on the , you are hereby Ordered to proceed to the premises located at  
**41 Canterbury Court**  
**Columbia, SC 29210.**

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have **twenty four (24) hours to voluntarily vacate** the premises. If the premises appear **unoccupied and no one responds** to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

If after **24 hours** following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, a **deputy sheriff may enter the premises** using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall **remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway.** All personal property removed from the premises, and placed on a public street or roadway may be removed by the proper local government agency after **eight (48) hours, excluding Saturdays, Sundays, and holidays.** Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.

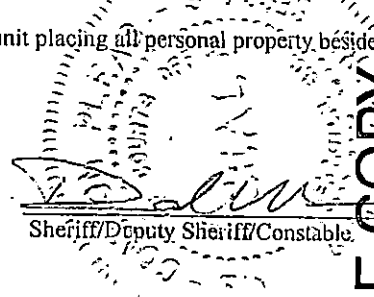
March 30, 2016

  
Irmo Magistrate Court

Wesley, being duly sworn state that:

- I personally served a copy of this Writ on \_\_\_\_\_, an occupant of the rental unit.
- On \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise. On \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.
- Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.
- The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.
- Informed by Plaintiff that case is settled.

Date: 3/30, 20 16

  
Sheriff/Deputy Sheriff/Constable

**DEFENDANT'S EXHIBIT**

#17 11-7-18  
2016CP32-1385

A TRUE COPY  
  
Lex. Co. C.O.C.P., G.S. & F.C.

# Residential Lease

Q1

## Clause 1. Identification of Landlord and Tenant

This agreement is entered into between James Reese [Tenant] and Richie D. Barnes [Landlord]. Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

## Clause 2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at #41 Canterbury St Columbia  
South Carolina 29210 together with the following furnishings and appliances:

Rental of the premises also includes dishwasher, refrigerator, glass top oven & stove, security, microwave, washer & dryer.

## Clause 3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and the following minor children: - NA -

Occupancy by guests for more than - NA - is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

## Clause 4. Term of the Tenancy

The term of the rental will begin on March 9, 2013, and end on March 9, 2016. If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term.

## Clause 5. Payment of Rent.

### Regular month rent

Tenant will pay to Landlord a monthly rent of \$ 700.00, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to Richie D. Barnes at 41 Canterbury St, Columbia, S.C. 29210 or at such other place as Landlord designates.

### Delivery of Payment.

Rent will be paid:

- by mail, to 147 Abbeywalk Ln, Columbia, S.C. 29229
- in person, at 41 Canterbury St, Columbia, S.C. 29210

### Form of payment.

Landlord will accept payment in these forms:

- personal check made payable to Richie D. Barnes
- cashier's check made payable to Richie D. Barnes
- credit card
- money order
- cash

A TRUE COPY

Lex. Co. C.C.C.P., G.S. & F.C.

**Prorated first month's rent.**

For the period from Tenant's move-in date, March 9, 2013, through the end of the month, Tenant will pay to Landlord the prorated monthly rent of \$ 0. This amount will be paid on or before the date the Tenant moves in.

**Clause 6. Late Charges**

If Tenant fails to pay the rent in full before the end of the 5<sup>th</sup> day after it's due, Tenant will pay Landlord a late charge of \$ 50.00, plus \$ 5.00 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed \$ 100.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

**Clause 7. Returned Check and Other Bank Charges**

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$ 35.00.

**Clause 8. Security Deposits**

On signing this Agreement, Tenant will pay to Landlord the sum of \$ 1,400.00 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 30 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

**Clause 9. Utilities**

Tenant will pay all utility charges, except for the following, which will be paid by Landlord:  
Sewer

**Clause 10. Assignment and Subletting**

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

**Clause 11. Tenant's Maintenance Responsibilities**

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect. Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

**Clause 12. Repairs and Alterations by Tenant**

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including nailing holes in the walls or painting the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm-system.

**Clause 13. Violating Laws and Causing Disturbances**

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adja-

**A TRUE COPY**

*[Signature]*  
Lex. Co. C.C.C.P., G.S. & F.C.

cent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

**Clause 14. Pets**

No animal, bird, or other pet will be kept on the premises, even temporarily, except properly trained service animals needed by blind, deaf, or disabled persons and -NA- under the following conditions:

-NA-

**Clause 15. Landlord's Right to Access**

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant 24 hrs. notice before entering.

**Clause 16. Extended Absences by Tenant**

Tenant will notify Landlord in advance if Tenant will be away from the premises for 14 days or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

**Clause 17. Possession of the Premises**

a. *Tenant's failure to take possession.*

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. *Landlord's failure to deliver possession.*

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

**Clause 18. Tenant Rules and Regulations**

Tenants acknowledge receipt of, and have read a copy of, tenant rules and regulations, which are labeled Attachment A and attached to and incorporated into this Agreement by this reference.

**Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit**

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party  shall not /  shall recover reasonable attorney fees and court costs.

**Clause 20. Disclosures**

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Other disclosures:

*[Faint, illegible text]*

**A TRUE COPY**

Lexipol Residential Lease 6-10 Pg. 2

*[Handwritten signature]*

Lex. Co. C.C.O.P., G.S. & F.O.

# Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

## Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

## Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) NA Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) NA Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) NA Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

None Found

(ii) NA Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Lessee's Acknowledgment (initial)

(c) GR Lessee has received copies of all information listed above.

(d) GR Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

## Agent's Acknowledgment (initial)

(e) NA Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

## Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Richie D. Barnes 3-9-13  
Lessor Date

\_\_\_\_\_  
Lessor Date

James Reese 3-9-13  
Lessee Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Agent Date

**A TRUE COPY**

© 2010 Lead Disclosure 12-08  
www.nolo.com  
Richie Barnes  
Lex. Co. C.O.C.P., G.S. & F.O.

**Clause 21. Authority to Receive Legal Papers**

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

- The Landlord, at the following address: 41 Canterbury Pt. Columbia, S.C. 29210
- The manager, at the following address: \_\_\_\_\_
- The following person, at the following address: Michelle Barnes 144 Abbeywalk Ln Columbia, S.C. 29229

**Clause 22. Additional Provisions**

Additional provisions are as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Clause 23. Validity of Each Part**

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Clause 24. Grounds for Termination of Tenancy**

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

**Clause 25. Entire Agreement**

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

March 9, 2013      Michelle D. Barnes      Owner  
 Date                      Landlord or Landlord's Agent                      Title


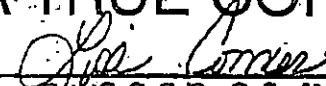
144 Abbeywalk Ln.  
 Address

Columbia                      S.C.                      29229                      803-361-0441  
 City                              State                              Zip Code                      Phone

3-9-2013                      James Reed                      803-760-4387  
 Date                              Tenant                              Phone

\_\_\_\_\_  
 Date                              Tenant                              Phone

\_\_\_\_\_  
 Date                              Tenant                              Phone

  
 Katrina L. Barnes  
 South Carolina Notary Public  
 My Commission Expires  
 May 11th 2018  
**A TRUE COPY**  
  
 Lex. Co. C.C.C.P., G.S. & F.C.



Emily J. Will, D-BFDE  
Board Certified Document Examiner  
P.O. Box 58552  
Raleigh, NC 27658

Phone: 919-556-7414  
Fax: 858-712-0803  
E-mail: [ewill@Odewill.com](mailto:ewill@Odewill.com)  
<http://Odewill.com>

October 5, 2018

Mr. James Reese  
153 Solomon Street  
Columbia,  
South Carolina 29203

Examination of Documents -

Materials: The following documents were submitted as having known or questioned signatures:

Doc. #	Original, Scan Copy, Fax	Type of Document	Date	Known or Questioned
K1	Scan	Joint Share Account Agreement	undated	Known signature of James Reese
K2	Scan	Check #2375	7/31/12	Known signature of James Reese
K3	Scan	Check #2194	8/23/12	Known signature of James Reese
K4	Scan	Check #2401	3/26/13	Known signature of James Reese
K5	Scan	Check #1647	6/22/13	Known signature of James Reese
K6	Scan	Check #1322	6/25/13	Known signature of James Reese
K7	Scan	Check #2063	7/15/13	Known signature of James Reese
K8	Scan	Check #1649	7/19/13	Known signature of James Reese
K9	Scan	Check #2376	8/13/13	Known signature of James Reese
K10	Scan	Check #2332	9/12/13	Known signature of James Reese
K11	Scan	Check #2452	1/27/14	Known signature of James Reese
K12	Scan	Check #2414	2/21/14	Known signature of James Reese
K13	Scan	Check #2460	4/11/14	Known signature of James Reese
K14	Scan	Check #2473	5/24/14	Known signature of James Reese
K15	Scan	Check #1837	7/31/14	Known signature of James Reese
K16	Scan	Check #1000	2/11/15	Known signature of James Reese

Page 1 of 4  
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*Emily J. Will*  
Lex. Co. C.C.C.P., G.S. & F.C.

Doc. #	Original, Scan Copy, Fax	Type of Document	Date	Known or Questioned
K17	Scan	Check #2502	3/17/15	Known signature of James Reese
K18	Scan	Check #2392	4/17/15	Known signature of James Reese
K19	Scan	Check # 9016	4/30/15	Known signature of James Reese
K20	Scan	Check #2399	5/3/15	Known signature of James Reese
K21	Scan	Check #2398	6/3/15	Known signature of James Reese
K22	Scan	Check #2253	6/13/16	Known signature of James Reese
K23	Scan	Check #1267	2/21/18	Known signature of James Reese
K24	Scan	Check #5985	7/3/18	Known signature of James Reese
Q1	Scan	Residential Lease	3/9/13	Questioned signature, "James Reese"
Q2	Scan	Disclosure Information on Lead-Based Paint and/or Lead-Based Paint Hazards	3/9/13	Questioned signature, "James Reese"

Question: Did James Reese, known signer of documents K1-K24 listed above, sign the questioned documents, Q1 and Q2?

Propositions: For the purposes of this examination, there are two mutually exclusive propositions that must be explored for each questioned document:

1. The signature "James Reese" on questioned document Q1/Q2 was written by James Reese.
2. The signature "James Reese" on questioned document Q1/Q2 was written by someone other than James Reese.

Procedures: The original documents were examined with a stereo zoom microscope. The documents were also scanned at a high resolution. Enlargements of the signatures were examined and compared side-by-side on the computer monitor. Standard document examination methodology was followed.<sup>1</sup> Portions of the documents were extracted and arranged in a chart attached to this report as Illustration 1.

Assumptions: In any handwriting examination case, certain assumptions are made by the examiner. First, it is assumed that any non-original documents are accurate reproductions of original documents. If the original documents become available, this assumption can be verified. Second, it is assumed that the purported known signatures are indeed signatures of the individual named. The examiner does conduct an inter comparison of the known signatures to seek out any outliers or potentially incorrect signatures that need to be verified with the submitter.

Observations: The questioned signature, "James Reese," is a complex writing with sufficient handwriting movement to warrant a forensic examination. As compared to the known signatures of James Reese during the same time period, there are many significant differences. Some, but not necessarily all, of those differences are:

1. Entry stroke of the "J" - Mr. Reese begins the "J" with an inverted "v" shape that may or may not be connected to the top loop of the letter. This stroke does not appear in the questioned signatures.
2. Loops of the "J" - Mr. Reese forms top and bottom loops of the "J" that are wider than they are tall, but in the questioned signatures the loops of the "J" are taller than they are wide.
3. Connectivity - In the known signatures, the "J" and "R" are not connected to the lower case letters that follow, but rather their terminal strokes pass under, over, or through the lower case letters that follow. In the questioned signatures the "J" and "R" are connected to the lower case letters that follow.
4. Proportion - In the known signatures, the upper case letters are 3-4 times taller than the lower case letters, but in the questioned signatures they are not even twice as tall.
5. Structure of the "R" - In the questioned signatures the "R" begins with a humped entry stroke and there is a tall, narrow loop forming the left side of the letter. The known signatures begin either with a downstroke to begin the formation of the left side, or begin with formation of the top loop.
6. Spacing - The spacing between first and last names is wider in the questioned signatures than in the known signatures.

In the comparison of the known and questioned signatures, no significant or fundamental differences were observed. There were no indicators often associated with simulated writing, such as unusual hesitation, tremor, patching, or overwriting.

Discussion: To identify handwriting as that of an individual, there must be significant similarities in form and structure of the handwriting, and no unexplained significant differences. The questioned writing must be sufficient in amount and complexity and the number and type of similarities must accumulate to a level that precludes the likelihood of a chance match with another writer or successful simulation by another writer. It is appropriate to consider the universe of possible writers in evaluating the likelihood of a random match.

To exclude a writer as the author of a signature, there must be significant differences, and it must be possible to rule out the possibilities of disguise or unusual internal/external factors that could cause anomalous writing.

In some cases, there are limitations to an examination that require the examiner to state a qualified opinion. Such limitations include insufficient or incomparable known samples, poor quality of questioned or known writing, and lack of complexity in the questioned writing. In the case at hand the reproduction quality of the known and questioned documents was evaluated as a potentially limiting factor and was deemed sufficient to support the opinion expressed.

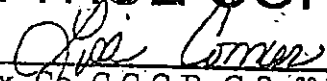
A TRUE COPY Page 3 of 4  
  
Lex. Co. C.C.C.P., G.S. & F.C.

Exhibit 3

LEONARD R. JORDAN, JR.  
TELEPHONE: (803) 726-1950  
DIRECT LINE: (803) 255-0650  
EMAIL: LJORDAN@LJORDANLAW.COM

**JORDAN**  
**LAW FIRM**  
LEONARD JORDAN, ATTORNEY, LLC

4500 FORT JACKSON BOULEVARD  
COLUMBIA, SOUTH CAROLINA 29209  
TOLL FREE: (866) 222-1044  
FACSIMILE: (803) 726-1951

April 19, 2016

Lexington County Clerk of Court  
Lexington County Judicial Center  
205 E. Main Street  
Lexington, South Carolina 29063

RE: Richie D. Barnes vs. James Reese

Clerk of Court:

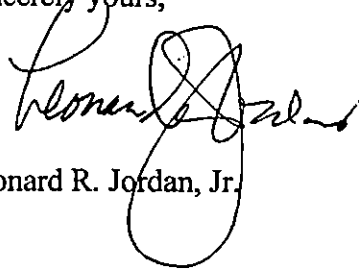
Please file the enclosed Summons and Complaint and return a clocked-copy in the stamped envelope provided.

Also enclosed is our firm's check for \$150.00 to cover filing fees.

If you have any questions regarding this matter, please do not hesitate to contact me.

Thanking you in advance for your cooperation in this matter, I am

Sincerely yours,



Leonard R. Jordan, Jr.

LRJjr/km  
Enclosures

JP  
FILED  
2016 Apr 21 PM 1:41  
JIM A. CARRIGAN  
CLERK OF COURT  
LEXINGTON COUNTY

A TRUE COPY  
  
Lex. Co. C.O.C.P., G.S. & F.C.

ORIGINAL

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

IN THE COURT OF COMMON PLEAS  
2016 CP 3201385

SCANNED CR

Richie D. Barnes, )  
 )  
Plaintiff, )  
 )  
-vs- )  
 )  
James Reese, )  
 )  
Defendant. )

SUMMONS  
(Termination of Lease with  
Purchase Option)  
(Non-Jury)

FILED  
2016 APR 21 PM 1:41

JP FILED

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 4500 Fort Jackson Boulevard, Columbia, South Carolina 29209, within thirty (30) days after service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for a judgment by default granting the relief demanded in the Complaint.

Leonard R. Jordan, Jr.  
JORDAN LAW FIRM  
4500 Fort Jackson Boulevard  
Columbia, South Carolina 29209  
(803) 726-1950 Tel  
(803) 726-1951 Fax  
ljordan@ljordanlaw.com  
Attorney for Plaintiff

Columbia, South Carolina  
April 19, 2016

A TRUE COPY  
  
Lex. Ct. C.C.C.P., G.S. & E.C.

ORIGINAL

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

IN THE COURT OF COMMON PLEAS

2016 CP 3201385

Richie D. Barnes, )  
 )  
Plaintiff, )  
 )  
-vs- )  
 )  
James Reese, )  
 )  
Defendant. )

COMPLAINT  
(Termination of Lease with  
Purchase Option)

STEPH A. GARRIGO  
CLERK OF COURT

2016 APR 21 PM 1:41

SP FILED

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

1. That the Plaintiff is a citizen and resident of the County of Richland, State of South Carolina.
2. That the Defendant is, upon information and belief, a citizen and resident of the County of Richland, State of South Carolina.
3. That the real property hereinafter described, which is the subject of this action, is situated and located in the County of Richland, State of South Carolina.
4. That the Plaintiff is the owner of record of the subject real property.
5. That in or about March 2013, for value received, the Plaintiff and the Defendant entered into a Lease with Purchase Option (the "Lease"), by which the Plaintiff agreed to rent/lease to the Defendant the subject real property, known as 41 Canterbury Court, Columbia, South Carolina.
6. That the Lease included a provision whereby the Plaintiff gave the Defendant an exclusive option to buy the subject property for \$70,000.00, and the monthly rent payment, less the homeowner's association monthly dues, would be applied against the purchase price.

A TRUE COPY

*[Signature]*  
Lex. Co. C.C.C.P., G.S. & F.C.

7. That although a formal Lease with Purchase Option was executed by the Plaintiff and the Defendant, no executed copy thereof can be located.

8. That attached as Exhibit "A" hereto is the form used by the parties to contract with regard to the property.

9. That notwithstanding any other condition of the Lease, the Defendant's first obligation was to make monthly rent payments to the Plaintiff.

10. That the Defendant is in default of the Lease due to his failure to pay rent timely.

11. That the Defendant has not tendered a rent payment to the Plaintiff since January 2016.

12. That the Defendant has failed and refused to comply with the terms and conditions of the Lease and has not responded to the Plaintiff's demands for payment.

13. That the payments accrued and due and payable on the Lease are due for February 1, 2016, and subsequent months.

14. That, in addition, the Defendant is in default of the Lease due to his vacating and abandoning the property and/or his subletting the property without the Plaintiff's written consent.

15. That the Defendant has caused, or allowed others to cause, significant damages to the real and personal property owned by the Plaintiff.

#### CAUSE OF ACTION

16. That the Plaintiff realleges Paragraphs 1 through 15 above as fully as if repeated herein verbatim.

17. That the Plaintiff has declared, and by this Complaint does declare, that he has elected to terminate the Lease and all rights of the Defendant thereunder.

18. That the Plaintiff is informed and believes that he is entitled to a final termination

of the Lease, to the extinguishment of any and all rights of the Defendant under the Lease and/or the subject real property and to resume possession of the subject real property.

19. That the Defendant, by his failure to exercise the option to purchase term of the Lease, the Plaintiff is entitled to retain all of the payments made by the Defendant as rent under the Lease.

20. That the Plaintiff is informed and believes that he is entitled to an Order terminating the Lease and directing the Sheriff for Lexington County to place and keep the Plaintiff in quiet possession of the subject real property, if necessary.

#### RESERVATION

21. That the Plaintiff does not seek in this suit but specifically reserves the right, in the future by separate suit, to seek money damages against the Defendant for unpaid rent, for damages to the Plaintiff's real and personal property and for other contractual losses owed by the Defendant to the Plaintiff.

WHEREFORE, having fully set forth his Complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein; and

That the Court issue an Order declaring the Lease to be terminated and forever ended; that any and all rights of the Defendant under the Lease be extinguished; that the Sheriff for Lexington County be directed to place and keep the Plaintiff in quiet possession of the subject real property, if necessary; and for such other and further relief as may be just and proper.

# Lease with Purchase Option

This Lease is made on \_\_\_\_\_, between \_\_\_\_\_,  
 Landlord, of \_\_\_\_\_, City of \_\_\_\_\_,  
 State of \_\_\_\_\_, and \_\_\_\_\_, Tenant, of  
 \_\_\_\_\_, City of \_\_\_\_\_,  
 State of \_\_\_\_\_.

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the following residence:

2. The term of this lease will be from \_\_\_\_\_, until \_\_\_\_\_.

3. The rental payments will be \$ \_\_\_\_\_ per \_\_\_\_\_ and will be payable by the Tenant to the Landlord on the \_\_\_\_\_ day of each month, beginning on \_\_\_\_\_.

4. The Landlord agrees to give the Tenant an exclusive option to buy this property for the following price and terms:

A. \_\_\_\_\_ percent of the amount that the Tenant pays the Landlord as rent under this Lease will be held as a deposit and credited against the purchase price of this property if this option is exercised by the Tenant. If the option is not exercised, the Landlord will retain all of these payments as rent under this Lease.

B. The option period will be from the beginning date of this Lease until \_\_\_\_\_, at which time it will expire unless exercised.

C. During this period, the Tenant has the exclusive option and right to buy the leased property for the purchase price of \$ \_\_\_\_\_. The Tenant must notify the Landlord, in writing, of the decision to exercise this option. The purchase price will be paid as follows:

Rental payment deposit, to be held in trust by Landlord \$ \_\_\_\_\_

Other deposit: \$ \_\_\_\_\_

Cash or certified check for balance on closing \$ \_\_\_\_\_  
 (subject to any adjustments or prorations on closing)

Total Purchase Price \$ \_\_\_\_\_

D. Should the Tenant exercise this Option in writing, Landlord and Tenant agree to enter into a standard Agreement to Sell Real Estate. The Agreement will be conditional upon the Tenant being able to arrange suitable financing on the following terms at least thirty (30) days prior to the closing date specified in the Agreement to Sell Real Estate: a mortgage in the amount of \$ \_\_\_\_\_, payable in \_\_\_\_\_ monthly payments, with an annual interest rate of \_\_\_\_\_ percent.

5. The Tenant has paid the Landlord a security deposit of \$ \_\_\_\_\_ . This security deposit will be \_\_\_\_\_.

**A TRUE COPY**  
 LF237 Lease with Purchase Option (11-78)  
 \_\_\_\_\_  
 Lex. Co. C.O.P. G.S. & F.C.

held as security for the repair of any damages to the residence by the Tenant. This deposit will be returned to the Tenant within ten (10) days of the termination of this lease, minus any amounts needed to repair the residence, but without interest.

6. The Tenant has paid the Landlord an additional month's rent in the amount of \$ \_\_\_\_\_. This rent security deposit will be held as security for the payment of rent by the Tenant. This rent security deposit will be returned to the Tenant within ten (10) days of the termination of this lease, minus any rent still due upon termination, but without interest.

7. The Tenant has inspected the residence and has found it satisfactory. Tenant agrees to maintain the residence and the surrounding outside area in a clean and sanitary manner and not to make any alterations to the residence without the Landlord's written consent. At the termination of this lease, the Tenant agrees to leave the residence in the same condition as when it was received, except for normal wear and tear.

8. Tenant also agrees not to conduct any type of business in the residence, nor store or use any dangerous or hazardous materials. Tenant agrees that the residence is to be used only as a single family residence, with a maximum of \_\_\_\_\_ tenants. Tenant also agrees to comply with all rules, laws, and ordinances affecting the residence. Tenant agrees that no pets or other animals are allowed in the residence without the written permission of the Landlord.

9. The Landlord agrees to supply the following utilities to the Tenant:

10. The Tenant agrees to obtain and pay for the following utilities:

11. The Tenant agrees not to sub-let the residence or assign this lease without the Landlord's written consent. Tenant agrees to allow the Landlord reasonable access to the residence for inspection and repair. Landlord agrees to enter the residence only after notifying the Tenant in advance, except in an emergency.

12. If the Tenant fails to pay the rent on time or violates any other terms of this lease, the Landlord will provide written notice of the violation or default. If the violation or default is not corrected, the Landlord will have the right to terminate this lease in accordance with state law. The Landlord will also have the right to re-enter the residence and take possession of it and to take advantage of any other legal remedies available.

13. If the Tenant remains as tenant after the expiration of this lease without signing a new lease, a month-to-month tenancy will be created with the same terms and conditions as this lease, except that such new tenancy may be terminated by thirty (30) days written notice from either the Tenant or the Landlord.

14. As required by law, the Landlord makes the following statement: "Radon gas is a naturally-occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas and radon gas testing may be obtained from your county health department."

15. As required by law, the Landlord makes the following LEAD WARNING STATEMENT: "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk."

A TRUE COPY  
*[Signature]*  
Lex. Co. C.C.C.P., G.S. & F.C.

of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular threat to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

LANDLORD'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards: (Landlord to initial one).

\_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in building (explain).

\_\_\_\_\_ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in building.

RECORDS AND REPORTS AVAILABLE TO LANDLORD: (Landlord to initial one).

\_\_\_\_\_ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards that are present in building (list documents).

\_\_\_\_\_ Landlord has no records and reports pertaining to lead-based paint and/or lead-based paint hazards in building.

TENANT'S ACKNOWLEDGMENT (Tenant to initial all applicable).

\_\_\_\_\_ Tenant has received copies of all information listed above.

\_\_\_\_\_ Tenant has received the publication "Protect Your Family from Lead in Your Home."

\_\_\_\_\_ Tenant has received a 10-day opportunity (or mutually-agreed on period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

\_\_\_\_\_ Tenant has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

The Landlord and Tenant have reviewed the information above and certify, by their signatures at the end of this Lease, to the best of their knowledge, that the information they have provided is true and accurate.

16. This Lease may only be terminated by \_\_\_\_\_ days written notice from either party.

17. The following are additional terms of this Lease:

18. The parties agree that this Lease with Option is the entire agreement between them and that no terms of this Lease with Option may be changed except by written agreement of both parties. This Lease with Option is intended to comply with any and all applicable laws relating to landlord and tenant relationships in this state. This Lease with Option binds and benefits both the Landlord and Tenant and any successors, representatives, or assigns. Time is of the essence of this agreement. This Lease with Option is governed by the laws of the State of \_\_\_\_\_

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Name of Landlord

\_\_\_\_\_  
Name of Tenant

LF237 Lease with Purchase Option Pg. 2 (0-11)  
**A TRUE COPY**  
*[Handwritten Signature]*  
Lex. Co. C.C.O.P., G.S. & F.C.

ORIGINAL

2016 CP 3201385  
VERIFICATION

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND        )

PERSONALLY appeared Richie D. Barnes, the Plaintiff, who, first being duly sworn, deposes and says that he has read the Complaint against James Reese; and that the factual circumstances and indebtedness stated therein are true to his personal knowledge.

*Richie D. Barnes*

SWORN to before me this  
19<sup>th</sup> day of April, 2016

*Kelly McVey* (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 6/17/24  
*Kelly McVey*

JP

FILED

2016 APR 21 PM 1:42

ETHA A. CARRIGE  
CLERK OF COURT  
LEXINGTON, SC

A TRUE COPY

*Richie Barnes*  
Lex. Co. C.C.C.P., G.S. & F.C.

ORIGINAL

2016CP3201385

CIVIL ACTION COVERSHEET

Richie D. Barnes,

Plaintiff(s)

vs.

James Reese,

Defendant(s)

-CP-

CLERK OF COURT

2016 APR 21 PM 1:41

FILED

Submitted By: Leonard R. Jordan Jr., Esquire
Address: 4500 Fort Jackson Boulevard
Columbia, South Carolina 29209

SC Bar #: 3221
Telephone #: 803-726-1950
Fax #: 803-726-1951
Other:
E-mail: ljordan@ljordanlaw.com

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

DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), Employment (120), General (130), Breach of Contract (140), Other (199), Terminate Lease
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case # 20 -NI-, Notice/ File Med Mal (230), Other (299)
Torts - Personal Injury: Assault/Slander/Libel (300), Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499)
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Administrative Law/Relief: Reinstate Drv. License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Confession of Judgment (770), Petition for Workers Compensation Settlement Approval (780), Other (799)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Comm. (990), Employment Security Comm (991), Other (999)
Special/Complex /Other: Environmental (600), Automobile Arb. (610), Medical (620), Other (699), Pharmaceuticals (630), Unfair Trade Practices (640), Out-of State Depositions (650), Motion to Quash Subpoena in an Out-of-County Action (660), Sexual Predator (510)

Submitting Party Signature: [Signature]

Date: 04/19/2016

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.

A TRUE COPY

Lex. Co. C.C.C.P., G.S. & F.C. Page 1 of 2

**FOR MANDATED ADR COUNTIES ONLY**

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, 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 210<sup>th</sup> 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.**

**A TRUE COPY**

*[Signature]*  
Lex. Co. C.C.C.P., G.S. & F.C.

Page 2 of 2

Common Pleas  
 Clerk : Beth A. Carrigg  
 Lexington County Judicial Center  
 Lexington, SC 29072  
 (803) 785-8212

Received From: Jordan, Leonard R. Jr.  
 4500 Fort Jackson Blvd.  
 Columbia, SC 29209

Date: 4/22/2016  
 Receipt #: 192567  
 Clerk: jparker

Paying for: Barnes, Richie D

Transaction Type: Payment

Reference #: 2333

Payment Type: Check \$150.00

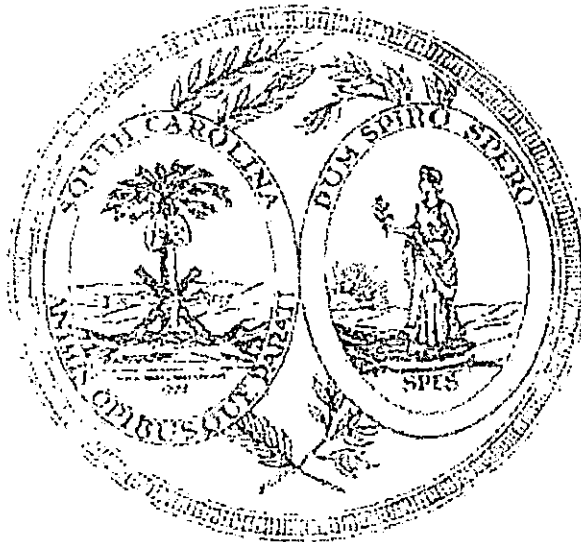
Comment:  
 Non-Refundable

Total Paid: \$150.00

Total Received: \$150.00

Change Due: \$0.00

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2016CP3201385	Richie D Barnes VS James Reese	\$150.00	\$150.00	\$0.00



<b>Total Cases:</b>	<b>1</b>	<b>\$150.00</b>	<b>\$150.00</b>	<b>\$0.00</b>
---------------------	----------	-----------------	-----------------	---------------

**TRUE COPY**  
*[Signature]*  
 C.C.C.R. G.S. & F.C.

Exhibit-6

**Thomas E. Mosley**  
**LAWYER**

1018 Price Ave  
Columbia, SC 29201  
Mail P.O. Box 8362  
Columbia, SC 29202

(803) 929-0969 Office  
(803) 929-3169 Fax  
(803) 394-8343 Cell  
Email:temosley@sc.rr.com

September 22, 2017

Lexington County Clerk of Court

Re: Richie D. Barnes vs. James Reese  
Case # 2016 CP 32 01385  
Notice of Appearance for Defendant

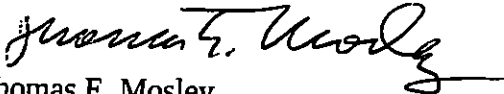
Dear Clerk:

On behalf of the Defendant see enclosed notice of appearance that our office will hereinafter serve as counsel to the Defendant in the on-going case.

See attached the original Agreement to Sell Real Estate (hand written) and a form Agreement to Sell Real Estate to be filed with the court as evidence of the Defendant regarding the parties dispute. Copies of these document have been provided to counsel for the Plaintiff.

Our law firm is now responding the discovery request of the Plaintiff.

Sincerely,



Thomas E. Mosley

cc: Leonard Jordan attorney for Plaintiff

A TRUE COPY



Lex. Co. C.O.C.P., G.S. & F.C.

FILED

2013 SEP 22 PM 6:48

Agreement to Real Estate

LISA COMER  
CLERK OF COURT  
LEXINGTON, SC

This Agreement is made on  
March 9, 2013, Between Richie Barnes Seller of Columbia SC  
and the Buyer James S. Reese  
of Columbia, SC.

The Seller now owns the  
following Described Real Estate,  
Located at the City of Columbia,  
State of SC 29210, County of Lexington  
Address: 41 Canterbury, Off of  
Bush River Road.

The seller will sell this property  
to the Buyer, free from all  
claims, liabilities, and indebtedness,  
unless noted in this agreement.

The Buyer agrees to <sup>pay the</sup> sell the  
sum of \$70,000, payable Seventy  
Thousand dollars in (144) one  
hundred forty four monthly payments  
until paid in full. Minus \$1,400  
Deposit

70,000.00  
- 1,400.00  
\$ 68,600.00

- 135.00  
\$ 68,465.00  
+ 135.00  
\$ 68,735.00

Regime Fee

March 9, 2013

Error Regime Fee

March 9, 2013

TRUE COPY

Lex. Co. C.O.C.P., G.S. & F.C.

Agreement to Sell Real Estate  
Page 2 of 2 Both Seller and  
Buyer agree to Terms

Seller — ~~Robert D. Banks~~ 3-9-13

Buyer — James Reese 3-9-13

Witness — James Reese 3-9-13

Amended Note as of December 1, 2015

Balance as of 12/1/2015 = \$49,780.00  
at 41 Canterbury 29210

James Reese 12/1/15

~~Robert D. Banks~~ 12-1-15

A TRUE COPY

*James Reese*  
Lex. 06. C.C.O.F., G.S. & F.O.

# Agreement to Sell Real Estate

This Agreement is made on March 9, 2013, between James Reese, Jr.,  
Seller, of Richie Barnes, City of Colas,  
State of SC, and \_\_\_\_\_, Buyer, of  
\_\_\_\_\_, City of \_\_\_\_\_,  
State of \_\_\_\_\_.

The Seller now owns the following described real estate, located at 41 Canterbury 29210,  
City of Lantern, State of SC 29210.

For valuable consideration, the Seller agrees to sell and the Buyer agrees to buy this property for the following price and on the following terms:

1. The Seller will sell this property to the Buyer, free from all claims, liabilities, and indebtedness, unless noted in this Agreement.

2. The following personal property is also included in this sale:

N/A

3. The Buyer agrees to pay the Seller the sum of \$ 70,000, which the Seller agrees to accept as full payment. This Agreement, however, is conditional upon the Buyer being able to arrange suitable financing on the following terms at least thirty (30) days prior to the closing date for this Agreement: a mortgage in the amount of \$ 70,000, payable in 144 monthly payments, with an annual interest rate of 9% percent.

4. The purchase price will be paid as follows:

Earnest deposit (upon signing this Agreement)	\$ _____
Other deposit: <u>\$ 1,400</u>	\$ _____
Cash or certified check on closing	\$ _____
(subject to any adjustments or prorations on closing)	
Total Purchase Price	\$ _____

5. The Seller acknowledges receiving the Earnest money deposit of \$ 1,400.00 from the Buyer. If Buyer fails to perform this Agreement, the Seller shall retain this money. If Seller fails to perform this Agreement, this money shall be returned to the Buyer or the Buyer may have the right of specific performance. If Buyer is unable to obtain suitable financing at least thirty (30) days prior to closing, then this money will be returned to the Buyer without penalty or interest.

6. This Agreement will close on 3-9-2013, at 7:00 pm o'clock, at

TRUE COPY

Lex. Co. C.C.C.P., G.S. & F.C.

Exhibit-7

ORIGINAL

Case # NO. 2016-CP-32-01385

Richie Barnes  
Plaintiff

Vs

James Reese  
Defendant

Please Add - Exhibit

2018 OCT 15 PM 3:08  
LEXIPEDIA  
ELECTRONIC COURT  
TRANSCRIPTION SC

Board Certified Document Examination:  
Shows Residential lease with Fraudulent  
Signature of James Reese has been  
Certified not to be of James Reese  
Presented by Plaintiff Richie Barnes.  
Document and signatures are fraudulent

A TRUE COPY  
*Richie Barnes*  
Lex. Co. C.C.O.P., G.S. & F.O.

EX

Money/Rent Receipt Book TC2701



**RECEIPT** No. 123456

RECEIVED FROM: \_\_\_\_\_

CYMBOL KEY FOR: \_\_\_\_\_

ACCOUNT	<input type="checkbox"/> CASH
PAYMENT	<input type="checkbox"/> CHECK
BILL COPY	<input type="checkbox"/> MONEY ORDER
	<input type="checkbox"/> CREDIT

**3 PARTY**

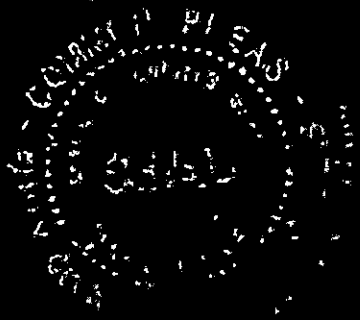


Money/Rent Receipt Book

2 3/4" x 7 3/16" (7 x 18.3 cm) TC2701



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Downers Grove, IL 60515  
www.tops-products.com  
Made in Mexico



**RECEIPT** DATE: *March 9, 2013* No: *297901*

RECEIVED FROM: *Mr. James Reese* \$ *1,400.00*

*xx Fourteen Hundred dollars No/100 xxx* DOLLARS

FOR RENT:    
 FOR: *mortgage 1st payment minus \$135.00 Reserve*

ACCOUNT:		<input checked="" type="radio"/> CASH
PAYMENT:	<i>1,265.00</i>	<input type="radio"/> CHECK
BAL DUES:	<i>68,393.00</i>	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM: *James Reese* TO: *Tridic bank*

BY: *[Signature]*

A-2701  
T-46800/46802

A TRUE COPY

*[Signature]*

Lex. Co. C.C.C.P., G.S. & F.C.

# RECEIPT

DATE: *April*

No. *297902*

RECEIVED FROM: *Mr. James Reese*

\$ *1,400.00* XX

~~XX~~ *Fourteen Hundred Dollars 40/100* ~~XX~~

DOLLARS

FOR RENT  
 FOR *Mortgage and Payment minus \$135.00 balance*

ACCOUNT	
PAYMENT	<i>1,265.00</i>
BAL. DUE	<i>67,476.00</i>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM: *James Reese* TO: *Lillie Reese*

BY: *Lillie Reese* A-2701 T-46800/46802

A TRUE COPY

*Lillie Reese*  
Lex. Co. C. O. P. C. B. & F. O.

**RECEIPT** DATE: April 3, 2013 No: 297903

RECEIVED FROM James Beese \$: 700.00

xxx Seven Hundred Dollars <sup>100</sup> DOLLARS

FOR RENT  
 FOR 2nd Mortgage Payment minus \$135.00 H. Beese

ACCOUNT	
PAYMENT	<u>\$ 700.00</u>
BAL: DUE	<u>\$168,170.00</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM: James Beese TO: Arthur D. James

BY: Arthur D. James A-2701 T-46800/46802

A TRUE COPY  
John Carter  
Lex. Co. C.C.C.P., G.S. & F.C.

**RECEIPT**

DATE *May 6, 2013* No. *297904*

\$ *700.00*

RECEIVED FROM: *Mr. James Reese*

*xxx Seven Hundred dollars no/100 xxx* DOLLARS

FOR: *Mortgage 3rd Payment minus \$135.00 Prepaid*

ACCOUNT	
PAYMENT	<i>\$ 700.00</i>
BAL. DUE	<i>\$107,605.00</i>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM: *James Reese* TO: *Bank of America*

BY: *Robin A. Baker*

A-2701  
T-46800/46802

A TRUE COPY

*James Reese*  
Lex. Co. O.G.O.P., O.S. & F.O.

**RECEIPT**

DATE May 27, 2013 No. 297905

RECEIVED FROM Maurice Hodges

\$ 16,000.00

xxx Six Thousand dollars No/100 xxx DOLLARS

FOR RENT  
 FOR Investment in Rich One Enterprises Inc.

ACCOUNT	
PAYMENT	<u>6,000.00</u>
BAL. DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM Maurice Hodges TO Richie A. Bane

BY Richie A. Bane

A-2701  
T-46800/46802

A TRUE COPY  
Lex. Co. G.O.P.  
G.S. 9-101

**RECEIPT** DATE May 24, 2013 No. 297906

RECEIVED FROM Anthony Jerome Smith \$ 2,000.00XX

Two Thousand Dollars /100XX DOLLARS

FOR RENT High Ace Enterprises Inc. Investment

FOR

ACCOUNT		<input type="radio"/> CASH
PAYMENT	<u>2,000.00</u>	<input type="radio"/> CHECK
BAL. DUE	<u>8,000.00</u>	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM Jerome Smith TO Lidhie Baines

BY Lidhie Baines

A-2701  
T-46800/46802

Lex. Co. O.O.O.P.

A TRUE COPY

RECEIVED

**RECEIPT** DATE: June 19, 2013 No. 297907

RECEIVED FROM Mr. James Reese \$ 700.00~~XX~~

XXX Seven Hundred dollars <sup>NO</sup>/<sub>100</sub>~~XX~~ DOLLARS

FOR RENT  
 FOR Mortgage 4th Payment minus \$135.00 Reserve

ACCOUNT		<input checked="" type="radio"/> CASH
PAYMENT	<u>700.00</u>	<input type="radio"/> CHECK
BAL. DUE	<u>67040.00</u>	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM James Reese Libby Bank  
BY Libby A. Bank

A-2701  
T-46800/46802

A TRUE COPY  
Lex. 06.00.0.F.  
1575101



RECEIPT

DATE: June 19, 2013 No: 297909

RECEIVED FROM: Terome Smith \$ 3,000.00

Three thousand dollars 10/100xxx DOLLARS

FOR RENT FOR Rich One Enterprises Inc. Investment

ACCOUNT		<input type="radio"/> CASH
PAYMENT	3,000.00	<input type="radio"/> CHECK
BAL. DUE	4,000.00	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM: Terome Smith TO: Rikki Baez  
BY: Rikki Baez

SA 17A-2701  
17-46800/46802

ATRU  
Lex 06:00  
17-46800/46802

**RECEIPT** DATE July 3, 2013 No. 297910

RECEIVED FROM: Mr. James Reese

\$ 700.00XX

~~xxx Seven Hundred dollars No/100xxx~~

DOLLARS

FOR RENT

FOR Mo 5th Payment minus \$135.00 Regime

ACCOUNT

CASH

PAYMENT 700.00

CHECK

FROM James Reese TO Bank Branch

BAL. DUE \$66,340.00

MONEY ORDER

CREDIT CARD

BY: James A. Reese

A-2701

T-46800/46802

Lex. Co. O.C.O.P., G. C. H. Q.  
James Reese  
A TRUE COPY

**RECEIPT** DATE July 11, 2013 No. 297911

RECEIVED FROM Anthony Jerome Smith \$ 2,000.00 XX  
Two thousand dollars No/100 XX DOLLARS

FOR RENT  
 FOR: Michone Enterprises Inc. Investment

ACCOUNT	
PAYMENT	<u>2,000.00</u>
BAL DUE	<u>2,000.00</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM Jerome Smith to Michone Enterprises  
BY: Justin A. Lavelle

A-2701  
T-46800/46802

Tex. 06.00.C.O.

A TRUE COPY

1915.910

**RECEIPT**

DATE July 17, 2017 No: 297912

RECEIVED FROM Anthony Felice Smith \$ 2,000.00

& Two Thousand Dollars No/100 x 10 DOLLARS

FOR RENT  
 FOR High Inc. Enterprises Inc. Investment

ACCOUNT	
PAYMENT	<u>2,000.00</u>
BAL. DUE	<u>0</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM Felice Smith TO Bisher A. Lewis

BY Bisher A. Lewis

A-2701  
T-46800/46802

A TRUE COPY  
Lex. Co. C.O.C.P. G.S. & H.

**RECEIPT** DATE August 3, 2013 No. 297913

RECEIVED FROM: Mr. James Heese \$ 700.00 ~~XX~~

~~XXX~~ Seven Hundred dollars ~~No/100~~ ~~XXX~~ DOLLARS

FOR RENT  
 FOR mtg 6<sup>th</sup> Payment minus \$135.00 regime (\$565.00)

ACCOUNT		<input type="radio"/> CASH
PAYMENT	<u>\$700.00</u>	<input type="radio"/> CHECK
BAL. DUE	<u>65775.50</u>	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM: James Heese to: Trustee Bank

BY: James Heese

A-2701  
T-46600/46602

A TRUE COPY  
Lex. Co. O.C.O.P., G.B. & W.

**RECEIPT** DATE *September 3, 2013* No. *297914*

RECEIVED FROM *Mr. James Heese* \$ *700.00*

*xxx Seven Hundred Dollars No/100 xxx* DOLLARS

FOR RENT  
 FOR *Mtg 4th Payment minus \$135.00 Arrears (\$765)*

ACCOUNT	
PAYMENT	<i>700.00</i>
BAL. DUE	<i>652.00</i>

CASH  
 CHECK  
 MONEY ORDER  
 CREDIT CARD

FROM: *James Heese* TO: *Public Trust*  
BY: *Arthur A. Arnold*

A-2701  
746800/46802

A TRUE COPY  
Lex. 06.01.01.0  
0209

**RECEIPT** DATE *September 20, 2013* No. *297915*

RECEIVED FROM *Richie D. Barnes*

\$ *7,000.00* ~~XX~~

*xxx Seven thousand dollars No/100 xxx* DOLLARS

FOR RENT  
 FOR *Repairing of backhaver Bathroom, Roof, Flooring*

ACCOUNT	<i>Deposit</i>	<input type="radio"/> CASH
PAYMENT	<i>7,000.00</i>	<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM *Richie Barnes* TO *James Reese*

BY *James Reese*

A-2701  
T-46800/46802

AT THE COPY  
Lex C  
090911631010

Tex. Co. 000153 C.F.

A TRUE COPY

# RECEIPT

DATE Sept 24, 1913 No. 297916

RECEIVED FROM Archie D. Barnes \$ 10,000.00

Ten Thousand Dollars ~~10/100000~~ DOLLARS

FOR RENT  
 FOR Continuing repairs to Rockhaven C.M.

ACCOUNT	
PAYMENT	<u>\$10,000.00</u>
BAL. DUE	<u>\$8,000.00</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM Archie Barnes TO James Hesse

BY James Hesse

1-46800/46802

# RECEIPT

DATE September 26, 1972 No. 297917

RECEIVED FROM Richard D. Barnes \$10,000.00

Ten thousand dollars No 10000 DOLLARS

FOR RENT  
 FOR Acce Repairing backhaves

ACCOUNT		<input type="radio"/> CASH
PAYMENT	<u>\$10,000.00</u>	<input type="radio"/> CHECK
BAL. DUE	<u>0 00</u>	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM Richard Barnes to Lewis Acce  
BY \_\_\_\_\_

A-2701  
T-46800/46802

A TRUE COPY  
Lex. Co. C.O.P.R. 510101

**RECEIPT** DATE October 3, 2013 No. 297918

RECEIVED FROM Mr. James Reese \$ 700.00 XX

Seven Hundred dollars XX 100 XX DOLLARS

FOR RENT  
 FOR mtg 8th Payment mins #135. begining \$4565.00

ACCOUNT	
PAYMENT	<u>700.00</u>
BAL. DUE	<u>64,645.00</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM James Reese TO Butler  
BY [Signature]

A-2701  
T-46800/46802

Lex 0610  
ATP  
JE COPY  
JOHN CH. PHO.

RECEIPT  
 DATE  
 RECEIVED FROM  
 FOR RENT  
 ACCOUNT  
 PAYMENT  
 BAL. DUE  
 A TRU  
 Lex. Co. of

# RECEIPT

DATE Nov. 17, 2013 No. 297919

RECEIVED FROM Mr. James Reese \$ 700.00

Seven Hundred Dollars DOLLARS

FOR RENT  
 FOR mtg 9th Payment minus \$135.00 before (\$565.00)

ACCOUNT		<input checked="" type="radio"/> CASH
PAYMENT	<u>700.00</u>	<input type="radio"/> CHECK
BAL. DUE	<u>1764.05</u>	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM James Reese TO Kathleen

BY James Reese

A-2701  
T-46800/46802

COPY

# RECEIPT

DATE December 3, 1913 No. 297920

RECEIVED FROM Mr. James Reese \$ 1700.00 ~~XXX~~

XX Seven Hundred dollars No/100 XXX DOLLARS

FOR RENT  
 FOR Mo't 10<sup>th</sup> Payment minus \$135.00 Refund (565.00)

ACCOUNT	
PAYMENT	<u>700.00</u>
BAL. DUE	<u>635.00</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM James Reese TO Bidie Barnes

BY [Signature]

A-2701  
 T-46800/46802

# RECEIPT

RECEIVED FROM Mr. James Reese

XX Seven Hundred dollars

FOR RENT  
 FOR Mo't 10<sup>th</sup> Payment minus \$135.00 Refund (565.00)

ACCOUNT	
PAYMENT	<u>700.00</u>
BAL. DUE	<u>635.00</u>

JE COPY  
 THE COMPANY  
 100 N. 4th St. St. Louis, Mo.

**RECEIPT**

DATE: *7/3/14*

RECEIVED FROM: *Mr. James Heese*

FOR RENT: *XX Seven Hundred Dollars*

FOR: *Mgt. 11th Payment minus \$155.00 Regime (65.65.00)*

ACCOUNT: *700.00*

PAYMENT: *700.00*

BAL. DUE: *62,250.00*

CASH  
 CHECK  
 MONEY ORDER  
 CREDIT CARD

FOR RENT  
 FOR

A TRUE COPY  
 Tel: 66.010.019.68

*James Heese*  
*7/3/14*

**RECEIPT** DATE *January 3, 2014* No. **297921**

RECEIVED FROM *Mr. James Heese* \$ *700.00*

*xx Seven Hundred Dollars No/100.000* DOLLARS

FOR RENT  
 FOR *Mgt. 11th Payment minus \$155.00 Regime (65.65.00)*

ACCOUNT		<input checked="" type="radio"/> CASH
PAYMENT	<i>700.00</i>	<input type="radio"/> CHECK
BAL. DUE	<i>62,250.00</i>	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM *James Heese* TO *Lidwibauer*

BY *Stamm*

A-2701  
T-46800/46802

RECEIPT  
 RECEIVED FROM: *Mr. James Heese*  
 DATE: *Feb 7, 2014*  
 AMOUNT: *\$ 700.00 xx*  
 FOR RENT: *FOR RENT*  
 FOR: *FOR RENT*  
 ACCOUNT: *FOR RENT*  
 PAYMENT: *FOR RENT*  
 BAL DUE: *FOR RENT*

*44 Cambridge Way S.C. 29710*

**RECEIPT** DATE *Feb 7, 2014* No. **297922**

RECEIVED FROM: *Mr. James Heese* \$ *700.00 xx*

*xx Seven Hundred dollars No 700.00 xx* DOLLARS

FOR RENT  
 FOR *next 12th payment month \$135.00 begin 6/5/00*

ACCOUNT	
PAYMENT	<i>\$700.00</i>
BAL. DUE	<i>\$62,385.00</i>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM *James Heese* TO *Trust Bank*  
 BY *James Heese*

A:2701  
 T:46800/46802

*Handwritten notes and stamps in the bottom left corner, including a circular stamp and some illegible text.*

# 41 Cambridge St. E. Ida S.C. 29215

**RECEIPT** DATE March 7, 2014 No. 297923

RECEIVED FROM Mr. James Reese \$ 700.00

Seven Hundred dollars No/100 x 88 DOLLARS

FOR RENT  
 FOR Mo'thly Payment minus \$135.00 Regime (565.00)

ACCOUNT		<input checked="" type="radio"/> CASH
PAYMENT	<u>700.00</u>	<input type="radio"/> CHECK
BAL. DUE	<u>\$61,320.00</u>	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM James Reese TO Rhodie Banc  
BY [Signature]

A-2701  
T-46800/46802

Lex. 06. O.G.G.P.

A TRUE COPY

[Faint vertical text]

PO #1 Canterbury Ct Columbia, S.C. 29710

**RECEIPT** DATE *April 4, 2014* No. *297926*

RECEIVED FROM *Mr. James Reese* \$ *700.00*xx

xx *Seven Hundred Dollars* No/100xx DOLLARS

FOR RENT  
 FOR *14th mthly. Payment minus \$185.00 Regime (\$515.00)*

ACCOUNT	
PAYMENT	<i>\$100.00</i>
BAL. DUE	<i>\$61,305.00</i>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM *James Reese* TO *Felicia Baker*  
BY *James Reese*

A-2701  
T-46800/46802

ATRU  
Lex. Co. C.C.

For 41 Cortesbury St. Col., S.C. 29210

**RECEIPT** DATE: *May 4, 2014* No. *297925*

RECEIVED FROM *Mr. James Reese* \$ *700.00XX*

*XXX Seven Hundred dollars No/100XXX* DOLLARS

FOR RENT  
 FOR *15th Mortgage Payment minus \$185.00 Reserve (\$515.00)*

ACCOUNT	
PAYMENT	<i>\$700.00</i>
BAL. DUE	<i>\$60,798.00</i>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM: *James Reese* TO: *Bilkie Barre*

BY: *Danna Reese*

A-2701  
T-46800/46802

Tex. Ch. C.C.C.H.  
A TRUE COPY  
MAY 5 15C

For 41 Canterbury St. Ada S.C. 29220

**RECEIPT** DATE June 1, 2014 No. 297926

RECEIVED FROM Mr. James Reese \$ \$700.00XX

XXX Seven Hundred Dollars No/100XXX DOLLARS

FOR RENT  
 FOR 16th Mortgage Payment minus \$180.00 regime (520.00)

ACCOUNT		<input checked="" type="radio"/> CASH
PAYMENT	<u>\$700.00</u>	<input type="radio"/> CHECK
BAL. DUE	<u>\$60,270.00</u>	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM James Reese TO Trishie Barnes  
BY Danna Reese

A-2701  
T-46800/46802

A TRUE CO  
Lex. Co. O.C.O.P., G.S.

Box 41 Canterbury W. Va. S.C. 29720

**RECEIPT** DATE: July 3, 2014 No. 297927

RECEIVED FROM Mr. James Reese \$ 700.00

six Seven Hundred dollars no/100 xxx DOLLARS

FOR RENT  
 FOR 17th Mortgage Payment minus \$180.00 Regime (\$520.00)

ACCOUNT	
PAYMENT	<u>\$700.00</u>
BAL. DUE	<u>\$59,250.00</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM: James Reese TO: Home Loans  
BY: James Reese

A-2701  
T-46800/46802

ATRUUE CO  
Lex. Co. O.C.G.R. G.S. & C.

PO Box 111, Liberty Hill, Tex. 78741

**RECEIPT** DATE Aug 1, 2014 No. 297928

RECEIVED FROM Mr. James Keese \$ 700.00 ~~xxx~~

Seven Hundred Dollars ~~xxx~~ DOLLARS

FOR RENT  
 FOR 13<sup>th</sup> Mortgage Payment minus \$185.00 begin at \$515.00

ACCOUNT	
PAYMENT	<u>700.00</u>
BALANCE	<u>\$ 59,230.00</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM James Keese TO Bank of America  
BY James Keese

A-2701  
E-46800/46802

ATRUE  
Lex. Op. C.O.P.

Pocahontas, Kan. 66501

# RECEIPT

DATE Sept 3, 2011 No. 297929

RECEIVED FROM Mr. James Beese

\$ 700.00

xxx Seven Hundred dollars No/100 xxx DOLLARS

FOR RENT  
 FOR 19th Mortgage Payment minus \$150.00 Regime (515.00)

ACCOUNT	
PAYMENT	<u>700.00</u>
BAL. DUE	<u>58,530.00</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM James Beese TO Public Bank  
BY James Beese

A-2701  
T-46800/46802

Lex. Co. O.C.C.P. G  
A TRUE COPY

1832 St. Charlesberry St. Lda S.C. 29410

# RECEIPT

DATE Oct 3, 2014 No. 297930

RECEIVED FROM Mr. James Reese

\$ 700.00 KX

xxx Seven Hundred Dollars No/100 xix DOLLARS

FOR 20th Mortgage Payment minus \$185.00 begin (515.00)

ACCOUNT	
PAYMENT	<u>700.00</u>
BAL. DUE	<u>157,838.00</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM James Reese TO Richie Baker  
BY James Reese

46800/46802

Lex. Co. O.C.C.F. Co.  
*James Reese*  
**A TRUE COPY**

Part 41 Canterbury St. Columbia S.C. 29210

**RECEIPT** DATE *Nov 3, 2014* No. *297931*

RECEIVED FROM: *M. James Reebe* \$ *1,000.00xx*

*1000* DOLLARS

FOR RENT  
 FOR *21st Mortgage Payment minus \$185.00 (residual \$815.00)*

ACCOUNT		<input checked="" type="checkbox"/> CASH
PAYMENT	<i>191,000.00</i>	<input type="checkbox"/> CHECK
BAL. DUE	<i>157,016.00</i>	<input type="checkbox"/> MONEY ORDER
		<input type="checkbox"/> CREDIT CARD

FROM: *James Reebe* TO: *Billie Baird*

BY: *James Reebe*

TA-2701  
T-46800/46802

Lex-06-C.C.D.  
*John*  
**ATRU**

1700 2371 Colburnway St, Colo, SL 28710

**RECEIPT** DATE Dec 5, 2014 No. 297932

RECEIVED FROM M. James Reese \$ 700.00

700 Seven Hundred Dollars No/100 XXX DOLLARS

FOR RENT  
 FOR 22nd Mortgage Payment minus \$185.00 Reginc (518)

ACCOUNT	
PAYMENT	<u>717.00.00</u>
BAL. DUE	<u>156,515.00</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM James Reese TO Richard Baker  
BY James Reese

A-2701  
T-46800/46802

Lex. Co. C.O.

ATRU

1700 2371 Colburnway St, Colo, SL 28710

Feb 27 1915 Canby N. Cal., S. C. 29210

<b>RECEIPT</b>		DATE: 1-2-15	No. 297933
RECEIVED FROM <u>Mr. James Reese</u>		\$ <u>700.00</u>	
<u>Seven Hundred Dollars</u>		DOLLARS	
<input type="radio"/> FOR RENT <input checked="" type="radio"/> FOR <u>25th Mortgage Payment m. &amp; l. \$185.00 Regime 515.00</u>			
ACCOUNT		<input checked="" type="radio"/> CASH	
PAYMENT	<u>\$700.00</u>	<input type="radio"/> CHECK	FROM: <u>James Reese</u> TO: <u>Public Board</u>
BAL. DUE	<u>\$55,815.00</u>	<input type="radio"/> MONEY ORDER	BY: <u>James Reese</u>
		<input type="radio"/> CREDIT CARD	A-2701 T-46800/46802

Lex. 06  
A T T

120 39 Marlborough St. Columbia, S.C. 29210

**RECEIPT** DATE *February 20 1965* No. *297931*

RECEIVED FROM *Mr. James Reese* \$ *700.00 XX*

*XX Seven Hundred dollars No/ies xxx* DOLLARS

FOR RENT  
 FOR *1/4 Mortgage Payment minus \$185.00 require*

ACCOUNT	
PAYMENT	<i>700.00</i>
BAL. DUE	<i>155,700.00</i>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM: *James Reese* TO: *Bilbie Bault*  
BY: *[Signature]*

A-2701  
T-46800/46802

ATRUE CO  
EX. CO. C. C. P. G. S. B.

re: 44 Wilkerson St. Columbia, S.C. 29220

**RECEIPT** DATE: *March 5, 2015* No. *297935*

RECEIVED FROM: *Mr. James Heese* \$ *700.00*

*xxx Seven Hundred dollars. No/100xxx* DOLLARS

FOR RENT  
 FOR *25th Mortgage Payment minus begin #185.00*

ACCOUNT:		<input checked="" type="radio"/> CASH
PAYMENT:	<i>700.00</i>	<input type="radio"/> CHECK
BAL DUE:	<i>54,986.00</i>	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM: *James Heese* TO: *Libre Bank*

BY: *James Heese*

A-2701  
T-46800/46802

Lex  
ATT

**RECEIPT**

DATE March 14, 2015 No. 297936

RECEIVED FROM: James Heese

\$ 1,500.00 X

one thousand five hundred dollars No. 111 DOLLARS

FOR RENT  
 FOR

ACCOUNT	
PAYMENT	<u>1,500.00</u>
PAID DUES	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM James Heese TO Little Bame  
 BY James Heese

A-2701  
T-46800/46802

Tex. Ch. C.G. 61

A TRUE

# RECEIPT

DATE: *March 20, 2015* No: *297937*

RECEIVED FROM: *Rockhaven LLC - bidue bank* \$: *660.00*

*Two Six Hundred & Sixty dollars* No *100xxx* DOLLARS

FOR RENT  
FOR *Arthur Hofer March 15 '55 Check*

ACCOUNT	
PAYMENT	<i>660.00</i>
BAL DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM: *Rockhaven LLC* TO: \_\_\_\_\_  
BY: *Tela Hofer*

A-2701  
T-46800/46802

ATP  
Lex

547 Cartersway Ch. Columbia, S.C. 29710

<b>RECEIPT</b>		DATE: <i>April 3, 2015</i>	No. <i>297938</i>
RECEIVED FROM <i>Mr. James Reese</i>		\$ <i>700.00</i>	
<i>xxx Seven Hundred dollars No/100 xxx</i>		DOLLARS	
<input type="checkbox"/> FOR RENT <input checked="" type="checkbox"/> FOR <i>26th mortgage Payment minus Regime #185.00 x 1</i>			
ACCOUNT		<input checked="" type="radio"/> CASH	
PAYMENT	<i>700.00</i>	<input type="radio"/> CHECK	
BAL DUE	<i>1,59,270.00</i>	<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	
FROM: <i>James Reese</i>		TO: <i>Richie D. Galles</i>	
BY: <i>[Signature]</i>		A-2701 T-46800/46802	

Lex. Co. C.O.C.P., G

ATRUER

cc. McCallaway St. Columbia S.C. 29210

**RECEIPT** DATE: May 7, 2015 No. 297939

RECEIVED FROM Mr. James Reese \$ 700.00xx

xxx Seven Hundred dollars No/100 xxx DOLLARS

FOR RENT  
 FOR 2<sup>nd</sup> mortgage payment minus require of (\$185.00)

ACCOUNT		<input checked="" type="radio"/> CASH
PAYMENT	<u>700.00</u>	<input type="radio"/> CHECK
BAL DUE	<u>1,537.56.00</u>	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM: James Reese TO: hishie barne

BY: James Reese

A-2701  
T-46800/46802

Lex. Co. O.C.O.  
*[Signature]*  
A TRUE

411 Castleburg St Columbia, S.C. 29210

**RECEIPT** DATE June 3, 2015 No. 297940

RECEIVED FROM Mr. James Heese \$ 700.00 XX

Seven Hundred Dollars No/100XXX DOLLARS

FOR RENT  
OR 28th Mortgage Payment minus fee of (\$185.00)

ACCOUNT	
PAYMENT	<u>700.00</u>
BAL DUE	<u>15,240.00</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM: James Heese TO: Tricie Baker  
BY: [Signature]

A:2701  
T:46800/46802

A TRUE  
Lex. 06. C.C.C.

*1544 Canterbury Ct. Columbia, S.C. 29210*

**RECEIPT** DATE *July 3, 2015* No. **297941**

RECEIVED FROM *Mr. James Beese* \$ **700.00** *xxx*

*Seven Hundred dollars* No/100 *xxx* DOLLARS

FOR RENT  
 FOR *29th Mortgage Payment minus Regime of 48185.00*

ACCOUNT	
PAYMENT	<i>700.00</i>
BAL DUE	<i>152,540.00</i>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM *James Beese* TO *First Bank*

BY *[Signature]* A-2701  
T-46800/46802

ATP  
*[Signature]*  
Tex 06/0

1700 W. Carlebury St. Columbia, S.C. 29210

**RECEIPT** DATE: August 1, 2015 No. 297962

RECEIVED FROM Mr. James Keese \$ 700.00 ~~XX~~

~~XXX~~ Seven Hundred dollars ~~No/100~~ ~~XXX~~ DOLLARS

FOR RENT  
 FOR 30th mortgage payment minus beqime of (\$185.00)

ACCOUNT	
PAYMENT	<u>700.00</u>
BAL DUE	<u>151,840.00</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM: James Keese TO: Autie Baker  
BY: [Signature]

TA-2701  
T-46800/46802

Lex Co.  
A T F

A  
 D  
 Tex

41 Waterbury Ct. Columbia S.C. 29710

**RECEIPT** DATE *Oct 13, 2015* No. *297944*

RECEIVED FROM *Mr. James Keese* \$ *700.00*

*Seven Hundred dollars* No/100 & C C DOLLARS

FOR RENT *2nd mortgage payment minus bequme of (155.00)*

ACCOUNT		<input checked="" type="radio"/> CASH
PAYMENT	<i>700.00</i>	<input type="radio"/> CHECK
DUE	<i>855.00</i>	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM *James Keese* TO *Lichie D. Bau*

BY *[Signature]*

A-2701  
T-6800/46602

2511 Barberway Ct. Columbia, S.C. 29210

**RECEIPT** DATE *Nov. 6, 2015* No. *297945*

RECEIVED FROM *Mr. James Reese* \$ *700.00*

*Seven Hundred dollars No/100* DOLLARS

FOR RENT  
 FOR *25<sup>th</sup> mortgage payment minus fee of (\$185.00)*

ACCOUNT	
PAYMENT	<i>700.00</i>
BAL DUE	<i>250,225.00</i>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM: *James Reese* TO: *Richard B. Bove*  
BY: *James Reese*

A-2701  
T-46800/46802

Lex. Co. C.U.  
*ATRU*

*W. M. Eastabury Co., Columbia, S. C. 29210*

**RECEIPT** DATE *Dec 1, 2015* No. *297946*

RECEIVED FROM *Mr. James Keese* \$ *700.00*

*xxx Seven Hundred Dollars No/100 xxx* DOLLARS

FOR RENT  
 FOR *34th mortgage payment minus reserve of \$185.00*

ACQUANT		<input checked="" type="radio"/> CASH
PAYMENT	<i>700.00</i>	<input type="radio"/> CHECK
BAL. DUE	<i>\$49,700.00</i>	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM *James Keese* TO *Widie Bone*  
BY *James Keese*

A-2701  
T-46800/46802

ATRI  
Lex 06 C

#11 Canterbury St. Columbus, S.C. 29210

**RECEIPT** DATE *Feb. 1, 2016* No. *297947*

RECEIVED FROM *Mr. James Reese*

\$ *700.00* ~~XX~~

*xx Seven Hundred Dollars No/100 xx*

DOLLARS

FOR RENT

FOR *25th Mortgage Payment minus Reserve of (\$186.00)*

ACCOUNT:

CASH

PAYMENT: *700.00*

CHECK

FROM *James Reese* TO *Pickie Baird*

BAL. DUE: *\$49,265.00*

MONEY ORDER

BY *James Reese*

CREDIT CARD

3-2701  
T-46800/46802

**RECEIPT**

DATE \_\_\_\_\_ RECEIVED FROM \_\_\_\_\_

FOR RENT  FOR \_\_\_\_\_

CASH <input type="radio"/>	CHECK <input type="radio"/>	MONEY ORDER <input type="radio"/>	CREDIT CARD <input type="radio"/>
ACCOUNT:	PAYMENT:	BAL. DUE:	
	<i>700.00</i>	<i>49,265.00</i>	

BY \_\_\_\_\_

AT TRUE CC  
 ex. 05, C.O.D.P., G.B.

# 711 Canterbury St. Columbia, S.C. 29210

# RECEIPT

DATE February 2016 No. 297918

\$ 700.00

RECEIVED FROM Mr. James Beese

xxx Seven Hundred dollars No/100 xxx DOLLARS

FOR RENT  
 FOR 36th Mortgage Payment minus Prepaid (185.00)

ACCOUNT	
PAYMENT	<u>700.00</u>
BAL. DUE	<u>948,150.00</u>

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM James Beese @ Rich's Bank

BY \_\_\_\_\_

A-2701  
T-46800/46802

RECEIVED FROM Mr. James Beese

RECEIVED FROM Mr. James Beese  
FOR 36th Mortgage Payment

ACCOUNT	
PAYMENT	<u>700.00</u>
BAL. DUE	<u>948,150.00</u>

TRUE COPY  
O.C.C.P., G.S. & F.C.

RECEIVED FROM Mr. James Beese

DATE March 2016

FOR RENT 346

FOR 346

ACCOUNT	
PAYMENT	<u>700.00</u>
BAL. DUE	<u>448,235.00</u>

Carterbury, Columbia, S.C. 29710

**RECEIPT** DATE March 2016 No. 297919

RECEIVED FROM Mr. James Beese \$ 700.00 DOLLARS

xxx Seven Hundred dollars No/100xxx

FOR RENT 346

FOR 346

FROM James Beese to Riche Barnes

ACCOUNT	
PAYMENT	<u>700.00</u>
BAL. DUE	<u>448,235.00</u>

CASH

CHECK

MONEY ORDER

CREDIT CARD

BY \_\_\_\_\_

Lexington, Va. 24451

**A TRUE COPY**

P. O. Box 1000

P. O. Box 1000

P. O. Box 1000

Normal, Columbia, S.C. 29110

DATE April 2016 No. 297950

FROM Mr. James Reese \$700.00

Seven Hundred dollars <sup>00</sup>/<sub>100</sub> xxx DOLLARS

FOR DEPOSIT ONLY  
Mortgage Payment minus fee (185.00)

ACCOUNT	
BY	700.00
DATE	4/20/16

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM James Reese TO Riskic Brown

15A-2701  
T-46800/46802

Lex. 06, 01, 01, P, G, S  
A TRUE COPY

2016005016 FILED, RECORDED, INDEXED  
02/05/2016 12:05:16:953  
REC FEE: \$12.00 ST FEE: \$8.00  
CD FEE: \$0.00 Pages: 6  
Lexington County K.O.D. Debra M. Gunter  
MORTGAGE Bk:Pg 18162:69

2016009391 FILED, RECORDED, INDEXED  
03/07/2016 15:49:24:480  
REC FEE: \$12.00 ST FEE: \$8.00  
CD FEE: \$0.00 Pages: 6  
Lexington County K.O.D. Debra M. Gunter  
MORTGAGE Bk:Pg 18218:79

MAIL ANY NOTICE OF DEFAULT TO:  
U.S. SMALL BUSINESS ADMINISTRATION  
801 Tom Martin Drive Suite 120  
Birmingham, AL 35211

THIS INSTRUMENT PREPARED BY:  
ANDREW NEUBAUER, Attorney

WHEN RECORDED MAIL TO:  
U.S. SMALL BUSINESS ADMINISTRATION  
14925 Kingsport Road  
Fort Worth, TX 76155-2243

RICHIE D. BARNES  
Application: 0005817673 / DLH 8203165000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

*Plaintiff  
Debt*

**MORTGAGE  
(Direct)**

*Same Day he Refused  
Payments There After*

This mortgage made and entered into this 1st day of February, 2016, by and between **RICHIE D. BARNES AND MICHELLE MCPHOY, HIS WIFE, AS TO HER INTEREST, IF ANY, 147 ABBEYWALK LANE, COLUMBIA, SC 29229**, (hereinafter referred to as mortgagor) and the Administrator of the U.S. Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive Suite 120, Birmingham, AL 35211.

**WITNESSETH**, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of **LEXINGTON**, State of South Carolina.

Described in Exhibit "A" attached hereto and made a part hereof.

Being the same property conveyed to **RICHIE D. BARNES** by deed of **WATERFORD PLACE HOMEOWNERS ASSOCIATION OF LEXINGTON, INC.** dated 06/22/2011 and recorded in the Office of the Recorder for **LEXINGTON** County on 12/29/2011 in Deed Book 15250, Page 250, Instrument 2011052035.

The mortgage lien herein retained in favor of mortgagee, cannot be assumed by any subsequent purchaser of the hereinabove described real estate without the written approval of mortgagee. If title is transferred without the approval of mortgagee, then the entire unpaid balance of principal and interest shall be immediately due and payable at the option of mortgagee, and it may take all legal steps necessary to enforce payment of the obligation secured by this lien in the mortgage.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and

Lexington County Register of Deeds

Tina Query

**TRUE COPY**

*Debra M. Gunter*  
Lex. Co. C.C.C.R., G.S. & F.C.

**DEFENDANT'S EXHIBIT**

#5 11-7-18  
2016CP32-1385

0005817673 / DLH 8203165000

the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal and interest as set forth above; (2) Payment of any and all obligations and liability, which are now due or may hereafter become due from Mortgagor; (3) Performance of each agreement of Mortgagor hereincontained; (4) Payment of all sums to be paid to Mortgagee pursuant to the terms hereof.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated February 1, 2016 in the principal sum of \$18,800.00 and maturing on February 1, 2046.

- 1. The mortgagor covenants and agrees as follows:
  - a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
  - b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefore to the said mortgagee.
  - c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.
  - d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
  - e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
  - f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss

Lexington County Register of Deeds

Tina Query

TRUE COPY

Lex. Co. C.C.C.P., G.S. & F.C.

0005817673 / DLH 8203165000

payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). If after default, the mortgagee shall deem it necessary to obtain an appraisal of the said property, the cost of such an appraisal shall be immediately due and payable and shall be secured by the lien of this mortgage.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisalment (the mortgagor having waived and assigned to the mortgagee all rights of appraisalment):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once

Lexington County Register of Deeds

Tina Query

A TRUE COPY

*[Signature]*  
Lex. Co. C.C.O.P., G.S. & F.C.

0005817673 / DLH 8203165000

during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal [ , county, or city/or Commonwealth] courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisal.*

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. In compliance with section 101.106 of the Rules and Regulations of the U.S. Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law. This Mortgage is to be construed and enforced in accordance with Federal law.

Lexington County Register of Deeds

Tina Guern

A TRUE COPY

*[Signature]*  
Lex. Co. C.C.C.F., G.S. & F.C.

0005817673 / DLH 8203165000

Mortgagor hereby waives any rights or immunity purportedly conferred by Commonwealth law limiting Mortgagee's right to a deficiency judgement after either a judicial foreclosure or a foreclosure under the power of sale referred to above.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 147 ABBEYWALK LANE, COLUMBIA, SC 29229 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive Suite 120, Birmingham, AL 35211.

If any one or more of the provisions contained in this Mortgage shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Executed and delivered in the presence of the following witnesses:

Mary Johnson  
Witness Signature

Mary Johnson  
Witness Printed Name

R Sach  
Witness Signature

R Sach  
Witness Printed Name

STATE OF SOUTH CAROLINA )  
COUNTY OF Richland )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of February, 2016 by RICHIE D. BARNES, INDIVIDUALLY and MICHELLE MCPHOY, INDIVIDUALLY.

Jubata R Powers  
Notary Public

My Commission Expires: Jan. 12, 2026



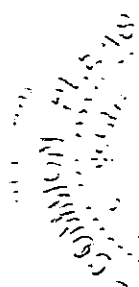
Individual Execution:

Richie D Barnes  
RICHE D. BARNES, INDIVIDUALLY

Individual Execution:

Michelle McPhoy  
MICHELLE MCPHOY, INDIVIDUALLY

**ORIGINAL**



A TRUE COPY

Jubata R Powers  
Lex. Co. C.C.P., G.S. & F.C.

Lexington County Register of Deeds

Tina Query

0005817673 / DLH 8203165000

**EXHIBIT "A"**

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF LEXINGTON, NEAR THE CITY OF COLUMBIA, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT 3, BLOCK 'A', ON A FINAL PLAT OF WATERFORD PLACE, PHASE II ON A PLAT PREPARED FOR RICHIE D. BARNES PREPARED BY DONALD G. PLATT, RLS DATED JUNE 30, 1997 AND RECORDED JULY 27, 1997 IN BOOK 280 AT PAGE 660; SAID LOT HAVING SUCH BOUNDARIES AND DIMENSIONS AS SHOWN ON SAID PLAT, BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

More commonly known as: 41 CANTERBURY CT, COLUMBIA, SC 29210

Lexington County Register of Deeds

Tina Ghent

A TRUE COPY



Lex. Co. C.O.C.P., G.S. & F.O.

Exhibit -10

Proven Upgrades "Not" Damages

Full House Repairs & Renovations Co.

NO Signatures

Estimate #



216 Luther Road  
Columbia, SC 29210-6006  
803-606-7207 803-754-5850

Phone # 803-754-5850  
Fax # 803-754-5045

fullhourepairst@yahoo.com  
www.fullhourepairst.com

Date	Estimate #
4/17/2018	S3081

Name / Address
Richie Barnes 41 Canterbury Ct. Columbia, SC 29210

Ship To
Richie Barnes 41 Canterbury Ct Columbia, SC 29210

P.O. No.	Terms	Account #	Job Address
	See Below		

Item	Description	Qty	U/M	Cost	Total
Masterbathroom	Remove and replace commode, vinyl floor covering, vanity cabinet, top and faucet, replace tub, replace medicine cabinet, install toilet paper holder and towel bar and mirror. Install base board and shoe mold. Allowance for commode \$145.00, vanity cabinet, faucet, top \$500.00, mirror, towel bar, toilet paper holder \$175.00, vinyl floor covering \$1.25 sqft. 96 sqft., tub and surround \$650.00, baseboard and shoe mold \$60.00	1		3,260.00	3,260.00
Painting/Repairs	Repair all holes in walls, prep and paint all wall door trim, doors, base board, shoe mold. Contractor will furnish all material. Owner will select color.	1		3,000.00	3,000.00
Door	Remove and replace four interior doors, 6 panel door unit. Contractor will furnish material.	4		760.00	3,040.00
Ceiling	Remove all ceiling texture, make necessary repairs, make smooth, paint. approx. 1200 sqft. Contractor will furnish all material.	1		4,200.00	4,200.00
Floor Covering	Remove all carpet and pad, install carpet and pad in three bed rooms, approx. 475 sqft. Allowance for carpet \$1.30 sqft, pad \$.65 sqft.	1		2,333.00	2,333.00

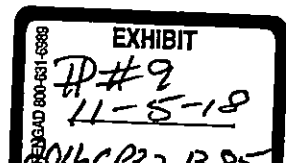
License Number # G111989	Subtotal
	Total

Signature



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Page 1  
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Full House Repairs & Renovations Co.

Estimate

216 Luther Road  
Columbia, SC 29210-6006  
803-606-7207 803-754-5850

Phone # 803-754-5850  
Fax # 803-754-5045

fullhourepairst@yahoo.com  
www.fullhourepairst.com

Date	Estimate #
4/17/2018	S3081

Name / Address
Richie Barnes 41 Cantybury Ct Columbia, SC 29210

Ship To
Richie Barnes 41 Cantybury Ct Columbia, SC 29210

P.O. No.	Terms	Account #	Job Address
	See Below		

Item	Description	Qty	U/M	Cost	Total
Floor Covering	Bathrooms: Install luan underlayment, install vinyl floor covering, shoe mold. Allowance for vinyl floor covering \$1.25 sqft.	1		225.00	225.00
Floor Covering	Hallway/livingroom: Install padding and Linate floor covering, shoe mold. Allowance for Linate floor covering, \$1.99 sqft, pad, \$40.00 per roll. Approx. 600 sqft.	1		2,555.00	2,555.00
Floor Covering	Kitchen: Install cement board, install ceramic floor tile, grout for completion. Allowance for ceramic tile. \$1.45 sqft.	1		687.50	687.50
Hall Bath	Remove and replace vanity, top, faucet, commode, a/c register, install exhaust fan, lockset, mirror, medicine cabinet, seal and paint wall paper. Allowance for commode \$145.00, vanity, faucet, top \$350.00	1		685.00	685.00
Laundry Room	Remove and replace floor covering, sub floor, install new sub floor, luan underlayment, install vinyl floor covering, shoe mold. Allowance for vinyl floor covering \$\$1.25 sqft. Contractor will furnish all construction material.	1		1,200.00	1,200.00

License Number # G111989

<b>Subtotal</b>
<b>Total</b>

Signature

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Date	Estimate #
4/17/2018	S3081

Name / Address
Richie Barnes 41 Cantybury Ct Columbia, SC 29210

Ship To
Richie Barnes 41 Cantybury Ct Columbia, SC 29210

P.O. No.	Terms	Account #	Job Address
	See Below		

Item	Description	Qty	U/M	Cost	Total
Kitchen	Remove all counter top, sink, cabinetry, install new appliances, microwave over range, install granite counter top, undermount stain steel sink, paint grade cabinetry, Install cabinet knobs, paint cabinetry, reconnect plumbing. Allowance for cabinetry, \$3500.00, Allowance for granite counter top \$35.00 sqft. stainless steel sink \$200.00, allowance for range \$900.00, microwave \$240.00, range \$550.00			10,590.00	10,590.00
Siding Door	Remove and replace sliding door, make weather tight, install trim exterior/interior. Allowance for door \$700.00.			1,350.00	1,350.00
Electrical	Remove and replace light fixture, install ceiling fans in bed room, install four recess light fixtures in kitchen, pendent fixture over sink, GFIC in kitchen and bathrooms, four smoke detectors, install two exterior security light fixtures. Allowance for ceiling fan \$75.00 each. Light fixture \$30.00 Contractor will furnish all other material.	1		1,560.00	1,560.00
Exterior	Repair damage at chimney, replace missing or water damaged brick mold, contractor will furnish material	1		350.00	350.00

License Number # G111989	Subtotal
	Total

Signature

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Date	Estimate #
4/17/2018	S3081

Name / Address
Richie Barnes 41 Cantybury Ct Columbia, SC 29210

Ship To
Richie Barnes 41 Cantybury Ct Columbia, SC 29210

P.O. No.	Terms	Account #	Job Address
	See Below		

Item	Description	Qty	U/M	Cost	Total
Exterior Painti...	Wash exterior, paint all paintable surface. No color change, contractor will furnish material.	1		2,800.00	2,800.00
Deck	Make necessary repairs, secure the deck, paint. Contractor will furnish material.	1		300.00	300.00
Insulation	Remove all debris and insulation from crawl space, install R-19 insulation. Contractor will furnish material.	1		1,800.00	1,800.00
Gutter	Back exterior only: Remove and replace gutter and downspouts with seamless gutter. Contractor will furnish material.	1		1,600.00	1,600.00
Haul Away	Construction container, landfill fee	1		350.00	350.00
Window	Remove and replace windows with vinyl replacement double hung, white, double pane, no grid, full screen.	9		375.00	3,375.00
Terms	Contractor will furnish all labor, material, equipment to complete job. 50% downpayment on the first day job start, 30% of the project is complete, 20% full upon completion.			0.00	0.00
Proposal	Mastercard, Visa, American Express Are Accepted. 3% fee if using a credit card. We propose to furnish labor, materials (unless stated above) and equipment to complete the			0.00	0.00

License Number # G111989	<b>Subtotal</b>
	<b>Total</b>

Signature

*[Handwritten signature]*

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# Full House Repairs & Renovations Co.

Estimate

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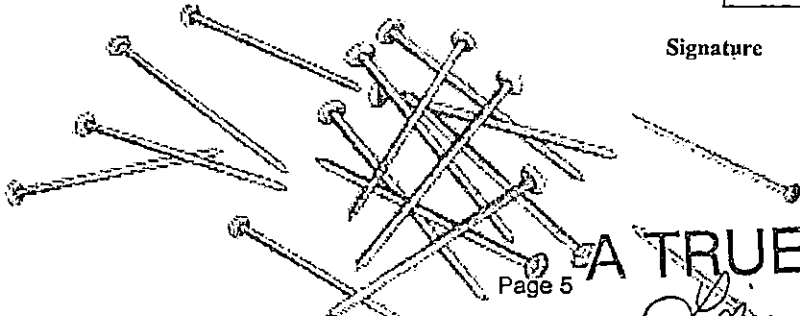
Name / Address
Richie Barnes 41 Canterbury Ct Columbia, SC 29210

Ship To
Richie Barnes 41 Canterbury Ct Columbia, SC 29210

P.O. No.	Terms	Account #	Job Address
	See Below		

Item	Description	Qty	U/M	Cost	Total
	<p>job in accordance with above specifications. All materials are guaranteed are warranty by manufacturer, one year warranty on workmanship from date job is completed. Full House Repairs &amp; Renovations Company is not responsible or liable for losses due to acts of nature, thief vandalism or fire. All work is to be completed in a workmanlike manner according to standard practices. Any alteration from above specifications involving additions cost will be executed only upon written order and will become an additional charge over the above estimate. All agreements contingent upon strikes, accidents, acts of nature or delays that are beyond our control.</p> <p>Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. By signing this agreement you have authorized Full House Repairs &amp; Renovations Company to do the work as specified above. You have also agreed to make payment as shown above.</p> <p>Date of Acceptance _____</p>				

License Number # G111989	Subtotal
	Total



Signature

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*Richie Barnes*  
 Lex. Co. C.C.C.P., G.S. & F.C.



Full House Repairs & Renovations Co.

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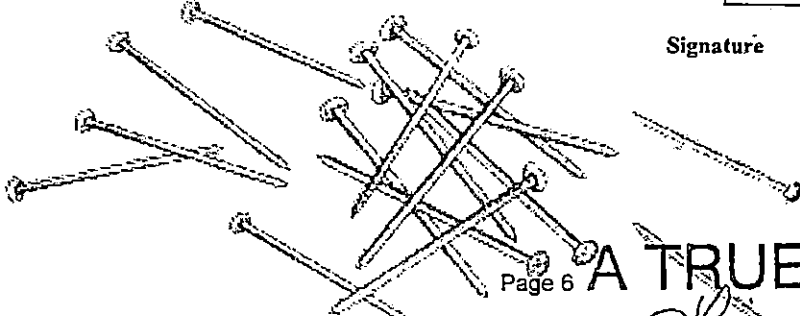
Name / Address
Richie Barnes 41 Canterbury Ct Columbia, SC 29210

Ship To
Richie Barnes 41 Canterbury Ct Columbia, SC 29210

P.O. No.	Terms	Account #	Job Address
	See Below		

Item	Description	Qty	U/M	Cost	Total
	Signature _____				
	Authorized Company Signature _____				
	This proposal may be withdrawn if not accepted within 30 days.				

License Number # G111989	Subtotal
	Total



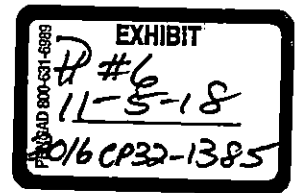
Signature

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Exhibit - 12



**S.C. Code Ann. § 27-40-710**

This document is current through 2018 Act Nos. 1-264, and Act No. 266.

*South Carolina Code of Laws Annotated by LexisNexis® > Title 27. Property and Conveyances (Chs. 1 — 50) > Chapter 40. Residential Landlord and Tenant Act (Arts. 1 — 9) > Article 7. Remedies (Subarts. I — II) > Subarticle II. Landlord Remedies (§§ 27-40-710 — 27-40-800)*

**§ 27-40-710. Noncompliance with rental agreement; failure to pay rent; removal of evicted tenant's personal property.**

(A) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental agreement other than nonpayment of rent or a noncompliance with Section 27-40-510 materially affecting health and safety or the physical condition of the property, or Section 27-40-540, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than fourteen days after receipt of the notice, if the breach is not remedied in fourteen days. The rental agreement terminates as provided in the notice except that:

- (1) if the breach is remediable by repairs or otherwise and the tenant adequately remedies the breach before the date specified in the notice, or
- (2) if the remedy cannot be completed within fourteen days, but is commenced within the fourteen-day period and is pursued in good faith to completion within a reasonable time, the rental agreement may not terminate by reason of the breach.

(B) If rent is unpaid when due and the tenant fails to pay rent within five days from the date due or the tenant is in violation of Section 27-40-540, the landlord may terminate the rental agreement provided the landlord has given the tenant written notice of nonpayment and his intention to terminate the rental agreement if the rent is not paid within that period. The landlord's obligation to provide notice under this section is satisfied for any lease term after the landlord has given one such notice to the tenant or if the notice is contained in conspicuous language in a written rental agreement. The written notice requirement upon the landlord under this subsection shall be considered to have been complied with if the rental agreement contains the following or a substantially equivalent provision:

**"IF YOU DO NOT PAY YOUR RENT ON TIME**

This is your notice. If you do not pay your rent within five days of the due date, the landlord can start to have you evicted. You will get no other notice as long as you live in this rental unit."

The presence of this provision in the rental agreement fully satisfies the "written notice" requirement under this subsection and applies to a month-to-month tenancy following the specified lease term in the original rental agreement. If the rental agreement contains the provision set forth in this subsection, the landlord is not required to furnish any separate or additional written notice to the tenant in order to commence eviction proceedings for nonpayment of rent even after the original term of the rental agreement has expired.

(C) Except as provided in this chapter, the landlord may recover actual damages and obtain injunctive relief, judgments, or evictions in magistrate's or circuit court without posting bond for any noncompliance by the tenant with the rental agreement or Section 27-40-510. A real estate broker-in-charge licensed in this State or a licensed property manager, in the conduct of his licensed business may, either in person or through one or more regular employees, complete a form writ of eviction and present facts to judicial officers on behalf of his landlord/principal in support of an action for eviction and/or distress and/or abandonment for which no separate charge is made for this service. If the tenant's noncompliance is wilful other than nonpayment of rent, the landlord may recover reasonable attorney's fees, provided the landlord is represented by an attorney. If the tenant's nonpayment of rent is not in good faith, the landlord is entitled to reasonable attorney's fees, provided the landlord is represented by an attorney.

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(D) Personal property belonging to a tenant removed from a premises as a result of an eviction proceeding under this chapter which is placed on a public street or highway shall be removed by the appropriate municipal or county officials after a period of forty-eight hours, excluding Saturdays, Sundays, and holidays, and may also be removed by these officials in the normal course of debris or trash collection before or after a period of forty-eight hours. If the premises is located in a municipality or county that does not collect trash or debris from the public highways, then after a period of forty-eight hours, the landlord may remove the personal property from the premises and dispose of it in the manner that trash or debris is normally disposed of in such municipalities or counties. The notice of eviction must clearly inform the tenant of the provisions of this section. The municipality or county and the appropriate officials or employees thereof have no liability in regard to the tenant if he is not informed in the notice of eviction of the provisions of this section.

## **History**

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1986 Act No. 336, § 1; 1992 Act No. 484, § 1; 1998 Act No. 382, § 2; 1999 Act No. 59, § 1.

Annotations

## **LexisNexis® Notes**

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## **Case Notes**

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**Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: General Overview**

**Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Termination Notice**

**Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Eviction Actions: General Overview**

Sufficient notice existed under S.C. Code Ann. § 27-40-710(B) to terminate lease after the late payment of rent for one month because the letter that was mailed to the tenant notifying him that any subsequent nonpayment would result in eviction satisfied the language contained in S.C. Code Ann. § 27-40-710(B); additionally, because the landlord's obligation to provide notice was satisfied for any lease term after the landlord gave one such notice to the tenant, the landlord was not required to furnish any separate or additional written notice to the tenant to commence proceedings in a later month for nonpayment of rent when due. *Bowers v. Thomas*, 373 S.C. 240, 644 S.E.2d 751, 2007 S.C. App. LEXIS 42 (S.C. Ct. App. 2007).

**Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Termination Notice**

Sufficient notice existed under S.C. Code Ann. § 27-40-710(B) to terminate lease after the late payment of rent for one month because the letter that was mailed to the tenant notifying him that any subsequent nonpayment would result in eviction satisfied the language contained in S.C. Code Ann. § 27-40-710(B); additionally, because the landlord's obligation to provide notice was satisfied for any lease term after the landlord gave one such notice to the tenant, the landlord was not required to furnish any separate or additional written notice to the tenant to commence proceedings in a later month for nonpayment of rent when due. *Bowers v. Thomas*, 373 S.C. 240, 644 S.E.2d 751, 2007 S.C. App. LEXIS 42 (S.C. Ct. App. 2007).

## **Research References & Practice Aids**

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CROSS REFERENCES.—

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## S.C. Code Ann. § 27-40-750

This document is current through all legislation signed and in effect through chs. 127-177, 179-182, 185-222, 225, 227-234, 236-244, 247-250, 252-253 of session 122-2.

*South Carolina Code of Laws Annotated by LexisNexis® > Title 27. Property and Conveyances (Chs. 1 — 50)  
> Chapter 40. Residential Landlord and Tenant Act (Arts. 1 — 9) > Article 7. Remedies (Subarts. I — II) >  
Subarticle II. Landlord Remedies (§§ 27-40-710 — 27-40-800)*

### § 27-40-750. Remedy after termination.

If the rental agreement is terminated, the landlord has a right to possession and for rent and a separate claim for actual damages for breach of the rental agreement and reasonable attorney's fees.


### History

1986 Act No. 336, § 1.

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## S.C. Code Ann. § 27-40-770

This document is current through all legislation signed and in effect through chs. 127-177, 179-182, 185-222, 225, 227-234, 236-244, 247-250, 252-253 of session 122-2.

*South Carolina Code of Laws Annotated by LexisNexis® > Title 27. Property and Conveyances (Chs. 1 — 50) > Chapter 40. Residential Landlord and Tenant Act (Arts. 1 — 9) > Article 7. Remedies (Subarts. I — II) > Subarticle II. Landlord Remedies (§§ 27-40-710 — 27-40-800)*

### § 27-40-770. Periodic tenancy; holdover remedies.

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven days before the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty days before the termination date specified in the notice.

(c) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession. If the holdover is not in good faith, the landlord may recover reasonable attorney's fees. If the tenant's holdover is a wilful violation of the provisions of this chapter or the rental agreement, the landlord may also recover an amount not more than three months periodic rent or twice the actual damages sustained by him, whichever is greater and reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, § 27-40-310(d) applies.

### History

1986 Act No. 336, § 1.

Annotations

### LexisNexis® Notes

### Case Notes

**Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Termination Notice**

**Real Property Law: Landlord & Tenant: Tenancies: Periodic Tenancies**

**Real Property Law: Landlord & Tenant: Landlord's Remedies & Rights: Termination Notice**

Tenants could not claim that a landlord did not have the right to give 30 days' notice to terminate a lease agreement because their written agreement created a month-to-month tenancy when the term of the original year lease expired pursuant to S.C. Code Ann. § 27-35-30 and a landlord or tenant could terminate a month-to-month tenancy by a written notice at least 30 days before the termination date specified in the notice pursuant to S.C. Code Ann. § 27-40-770(b). *Koon v. Fares*, 379 S.C. 150,

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