

ORIGINAL

THE STATE OF SOUTH CAROLINA

In The Court of Appeals
In The Supreme Court

APPEAL FROM FLORENCE COUNTY

Court of Common Pleas

Michael G. Nettles, Circuit Court Judge

Case No.: 2009-cp-21-1934

Jay and Sandra Morgan

Appellant

v.

James Lee Properties, LLC

Respondent

RECORD ON APPEAL

Sandra G. Morgan, Pro Se
P.O. Box 5782
Florence, SC 29502
(843)319-9057
Appellant

Gary I. Finklea
P.O. Box 1317 Florence, SC 29503
(843) 317-4900
Attorney for the Respondent

*Revised
4/4/2012*

RECEIVED

APR 16 2012

SC Court of Appeals

THE STATE OF SOUTH CAROLINA

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In The Supreme Court

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Attorney for the Respondent

Revised
4/4/2012

RECORD ON APPEAL

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Line 7-13

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Table of Authorities:

S.C. Rental Agreements Code of Laws, S.C. State and Federal Consumer Laws, S.C. and Federal Tax Laws for Business Owners, Florence County and City Business Regulations and S.C. Real Estate Regulations.

Statement of Issue on Appeal:

The case of the Appellants should be heard and judged based on submitted evidence and S.C. Laws governing this transaction and not by Pro Se bias, hearsay, and the absents of legitimate documents of agreement.

Statement of the case- Respondent Designation of matter:

Application of Ejectment, Demand for Jury trial, Amended Answer and Counterclaim, Reply to counterclaim, Order to Transfer Case to Circuit Court and Pay Rent, Order Relieving Counsel, Motion for Summary Judgment, Affidavit in Support of Motion for

Summary Judgment, and Attachments, Correspondence to Appellants, Roster, Certificate of Mailing regarding Notice of Hearing, Order Granting Summary Judgment, Motion and Order to Reconsider Summary Judgment, Motion to Rescind Order to Vacate, Order denying Appellants Motion to Rescind Order to vacate, Appellants request to Admit to Respondent, Civil Action Coversheet, Summons and Appellant' filing Lawsuit for monies owed and unethical Conduct Under SC Code of Laws; Title 40-57-135, Appellants Motion for Default Judgment and Writ of Execution, Respondent's Motion to Dismiss Appellants Complaint, Order denying Appellants' Motion for Default Judgment, Summons as to counterclaim, Answer and Counterclaim, Appellants' reply to Counterclaim, Appellants' Motion of Continuance, Affidavit for change of Venue, Form Order granting Respondents' Motion to Dismiss, Formal order granting Respondents' Motion to Dismiss.

Statement of the Case- Appellant Designation of Matter...P

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2009-2871

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
TWELTH JUDICIAL CIRCUIT
C/A NO. 2008-CP-21-1311

James Lee Properties, LLC)
)
Plaintiff,)
)
vs.)
)
Jay and Sandra Morgan,)
)
Defendant(s).)

WRIT OF ASSISTANCE
3694 West Point Dr.
Florence, SC 29501

ORDER FOR WRIT OF ASSISTANCE AND WRIT OF ASSISTANCE

This matter came before me upon Motion of the Property owner, James Lee Properties, LLC Seeking a Writ of Assistance to be issued by this Court to the Sheriff of Florence County, South Carolina, ordering and directing him to remove, peaceably or forcibly, the Defendants, Jay and Sandra Morgan; together with any and all persons claiming under the said Defendants and all his/her personal property located within or on the subject premises.

All that certain piece, parcel or lot of land situate, lying and being in the County of Florence, State of South Carolina, being shown and designated as Lot No. one hundred forty two (142) as shown on a Final Plat of West Pointe Subdivision Section #2 prepared by Nesbitt Surveying Co. dated September 1, 2000 and recorded in the Office of the Clerk of Court for Florence County in Plat Book 81 at page 101. Reference being had to the above mentioned map for a more complete and accurate description

This being the same property conveyed to James Lee Properties, LLC by deed of Leigh Porter, Special Referee; said deed having been recorded in the Office of the Clerk of Court for Florence County on February 06, 2007, in Book B-075 at page 0625.

TMS. 07514-01-053
Property Address: 3694 West Pointe Drive Florence, SC 29501

#1
TMC

RECEIVED
SHERIFF
FLORENCE COUNTY
JUN 18 4:22

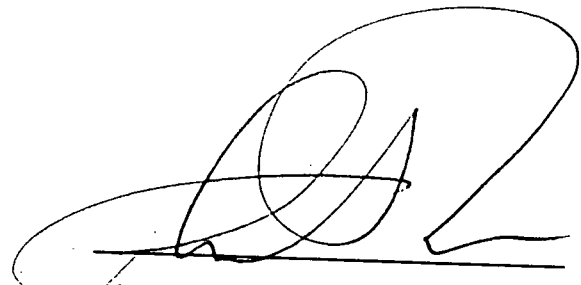
NOW THEREFORE, IT IS ORDERED that the Defendants, Jay and Sandra Morgan, together with any and all occupant(s) shall vacate the premises on or before August, 17th at 12:00 PM o'clock and that James Lee Properties, LLC, or its assigns, are entitled to recover possession of the premises on said date.

IT IS FURTHER ORDERED that if the premises is not vacant on said date, then upon receipt of a copy of this Order, the Sheriff of Florence County, South Carolina or his authorized deputies, be and hereby directed and authorized to enter upon the afore described premises, by force if the same be necessary, and seize the said premises and to remove there from any and all persons who may be occupying the same together with all possessions therein, including the Defendants, Jay and Sandra Morgan; and to put James Lee Properties, LLC, or its assigns, in full, peaceful and quiet possession of the premises without delay, and thereafter, and within ten (10) days, make due return to the Clerk of Court for Florence County, South Carolina, showing how this Order has been executed.

IT IS FURTHER ORDERED that if the occupants have voluntarily vacated the premises or have been ejected from the premises leaving personal property, automobiles, boats, furnishings, fixtures, or other items, the Sheriff, or his deputies, are authorized to remove there from all personal property, deemed abandoned, shall be removed from the subject property by placing said personal property on the public street or highway or by any other means.

IT IS FURTHER ORDERED that this order shall constitute a final judgment and Writ of Assistance pursuant to Rule 53 (b), SCRCF; and.

AND IT IS SO ORDERED.



Thomas A. Russo
Circuit Court Judge

Florence, South Carolina

August 17, 2009

RECEIVED
09 AUG 18 PM 4:22
SHERIFF
FLORENCE COUNTY

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF FLORENCE)

TWELFTH JUDICIAL CIRCUIT

C/A #: 2009-CP-21-1935

Jay and Sandra Morgan,)

Plaintiffs,)

vs.)

James Lee Properties, LLC,)

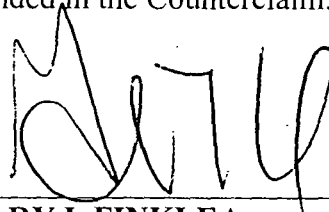
Defendant.)

SUMMONS AS TO COUNTERCLAIM

TO THE PLAINTIFFS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Counterclaims in this action, a copy of which is herewith served upon you, and to serve a copy of your Reply to said Counterclaims on the subscriber at 814 West Evans Street, Post Office Box 1317, Florence, South Carolina, 29503 within thirty (30) days from the service hereof, exclusive of the date of such service; and in case of the failure to do so, judgment by default will be rendered against you for the relief demanded in the Counterclaim.

June 8, 2010
Florence, South Carolina



GARY I. FINKLEA
Attorney for Defendant

Finklea Law Firm
814 West Evans Street
Post Office Box 1317
Florence, SC 29503
(843) 317-4900
(843) 317-4910 (fax)
gfinklea@finklealaw.com

STATE OF SOUTH CAROLINA)
)
 COUNTY OF FLORENCE)
)
 Jay and Sandra Morgan,)
)
 Plaintiffs,)
)
 Vs.)
)
 James Lee Properties, LLC,)
)
 Defendant.)
 _____)

IN THE COURT OF COMMON PLEAS
 TWELFTH JUDICIAL CIRCUIT
 C/A # 2009-CP-21-1935

ANSWER AND COUNTERCLAIM

The Defendant, James Lee Properties, LLC, responding to the Complaint of the Plaintiff, would respectfully allege as follows:

FOR A FIRST DEFENSE
 (By Way of Motion)

1. The Defendant hereby incorporates its Motion to Dismiss under Rule 12(b)(8) which was previously filed May 26, 2010.

FOR A SECOND DEFENSE
 (By Way of Affirmative Defenses)

2. The Defendant affirmatively sets forth the defenses of accord and satisfaction, payment, offer of payment, tender, condemnation, contributory negligence, comparative negligence, laches, misrepresentation, bad faith, fraud, mutual mistake, lack of consideration, default, breach of contract, offset, setoff, notice, consent, injury by fellow servant, unconscionability, unclean hands, release, waiver, estoppel, and any other matter constituting an avoidance or affirmative defense that may develop through discovery process.

FOR A THIRD DEFENSE
 (By Way of Answer)

3. Any allegation not admitted, modified, or explained is denied and strict proof is demanded thereof.

4. The Defendant would admit so much of the Complaint that alleges the parties entered into a contract to sell the property contingent upon financing. The Plaintiffs were allowed to occupy the home prior to closing upon their pleas to do so despite the Defendant's grave concerns that the loan was not yet approved and transaction not closed. Nevertheless, the Defendant ^{why} did allow the Plaintiffs to occupy the home. The Plaintiffs were not able to secure financing. The Defendant is not in the rental business and did not want to rent the home to the Plaintiffs. The Plaintiffs would not vacate after proper notice, and therefore, the Defendant had to file an eviction action in the Florence County Magistrate's Court, Case Number being 08-001-2661. The Plaintiff herein counterclaimed on the same grounds of which he complains of in this Complaint. The case was transferred to the Circuit Court based upon the Morgans' claim that the jurisdiction exceeded the Magistrate's Court and an issue of title was presented, that case number being 2008-CP-21-1311. This Court granted James Lee Properties, LLC's Summary Judgment Motion and the case ended.
5. The Plaintiffs have now filed this frivolous ^{How so?} action herein although it relates to the exact same subject matter in the prior action.

FOR A FOURTH DEFENSE
(Frivolous Civil Proceedings Sanctions Act)
(Section 15-36-10)

6. The Defendant realleges each and every relevant allegation set forth above as if fully repeated herein verbatim.
7. The Defendant is informed and believes that the Plaintiffs have initiated and continue this action for an improper purpose[?], and further, that this proceeding will terminate in favor of the Defendant.
8. The Defendant believes that there is no reasonable belief that the Plaintiffs' facts will entitle them to relief upon any theory of their case; that the Plaintiffs have not

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	TWELFTH JUDICIAL CIRCUIT
COUNTY OF FLORENCE)	C/A # 2009-CP-21-1935
)	
Jay and Sandra Morgan,)	
)	RESPONSES TO PLAINTIFFS'
Plaintiffs,)	REQUESTS TO ADMIT
)	
vs.)	
)	
James Lee Properties, LLC,)	
)	
Defendant.)	

TO JAY AND SANDRA MORGAN, PLAINTIFFS HEREIN:

1. Admit or deny you gave your legal counsel complete and truthful information on the real estate transaction concerning 3694 Westpointe Drive, Florence, SC 29501.

RESPONSE: Admit.

2. Admit or deny you verbally told the Plaintiff, Sandra Morgan, that you have your own mortgage company and you could get them financed.

RESPONSE: Deny; however, the Defendant was hopeful that the Plaintiff would, in fact, qualify for financing, but as a result of the sudden and unexpected change in underwriting procedures and the Plaintiff's failure to protect her credit, she was not approved.

*with
used
How many
times*

3. Admit or deny you allowed the Plaintiff(s) to move in because you believed your first mortgage package you did would go through.

RESPONSE: Deny. *then why*

4. Admit or deny after the third attempt to get the financing for the Plaintiff(s), you never told them you could not do it.

RESPONSE: Deny. *then what did you say*

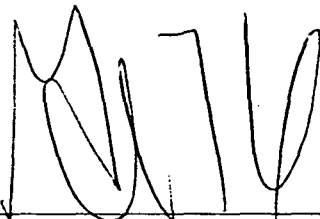
5. Admit or deny you never gave any other written contract and/or document concerning the sale of the home (not to include loan paperwork or notices to vacate).

RESPONSE: Deny. *what then?*

6. Admit or deny you did not follow SC Real Estate Law Title 40-57-135 concerning the legal and ethical sale of 36945 Westpointe Drive to Jay and Sandra Morgan.

RESPONSE: Deny.

Florence, SC
June 7, 2010



GARY I. FINKLEA
Attorney for Defendant

Finklea Law Firm
P.O. Box 1317
814 West Evans Street
Florence, SC 29503
Phone: (843) 317-4900
Fax: (843) 317-4910
E-mail: gfinklea@finklealaw.com

STATE OF SOUTH CAROLINA

) IN THE MAGISTRATE COURT

COUNTY OF FLORENCE

) C/A NO.: 080012661

James Lee Properties,

Plaintiff,

) ORDER TO TRANSFER
) CASE TO CIRCUIT COURT

vs.

Jay and Sandra Morgan,

Defendants.

This matter comes before me upon the Plaintiff/Landlord's request that the Defendants/Tenants make payments of rent pursuant to §27-40-790 and the Defendants' Motion that the Case be transferred to Circuit Court on the grounds that the Counterclaim relates to claimed equity in the real estate and that the amount of the Counterclaim may exceed \$7,500.00.

The first motion came before the Court on May 19, 2008. At that time, the parties agreed with the Court's approval that the Defendants would pay \$1,200.00 per month to the Plaintiff. The first payment was due on May 23, 2008 and thereafter \$1,200.00 per month due by the 10th of each month would be paid beginning June 2008. The payments shall be unclassified and subject to further adjudication or agreement as to whether they shall be rent, principal payments, interest payments or something else.

The Defendants' Motion to Transfer came before this Court for a hearing on June 23, 2008. Although the Plaintiff objected to the merits and substance of the Defendants' Counterclaim, the Plaintiff otherwise had no objection to the matter being transferred from a procedural standpoint based upon the allegations and issues raised.

Based on the foregoing, IT IS

ORDERED that this case be transferred to the Circuit Court for disposition; **IT IS**

FURTHER ORDERED. that the Defendants continue to make unallocated monthly payments of \$1,200.00 by the 10th of each month until further order of the Court.

IT IS SO ORDERED.

June _____, 2008
Florence, South Carolina

Honorable James Harwell
Florence County Magistrate

STATE OF SOUTH CAROLINA)
)
 COUNTY OF FLORENCE)
)
 James Lee Properties,)
)
 Plaintiff,)
)
 -vs-)
)
 Jay and Sandra Morgan,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 TWELFTH JUDICIAL CIRCUIT
 CALENDAR NO.: 2008-CP-21-1311

ORDER RELIEVING COUNSEL

FILED
 2008 DEC 15 AM 10:18
 CONNIE REEL-SHEARIN
 CLERK OF COURT C.P. & G.S.
 FLORENCE COUNTY, S.C.

John David Whisenhunt, Jr., has been attorney of record for the Defendants in the above matter. The Defendants now wish to represent themselves and wish to relieve John David Whisenhunt, Jr., as their attorney of record and relieve him from any other duties and representation of the Defendants in this matter.

THEREFORE, on motion of the Defendants and with the consent of John David Whisenhunt, Jr., it is hereby,

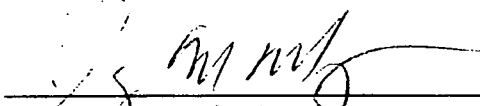
ORDERED that John David Whisenhunt, Jr., is hereby relieved as attorney for the Defendants and shall have no further duties of representation of the Defendants in this matter.

Presiding Judge of the 12th Judicial Circuit

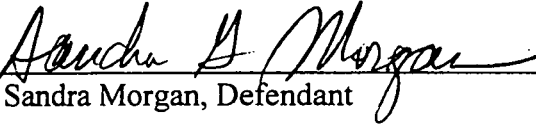
At Chambers
 Florence, South Carolina
 12-10-2008

CERTIFIED: A TRUE COPY
 Connie Reel-Shearin
 CLERK OF COURT C.P. & G.S.
 FLORENCE COUNTY, S.C.

WE SO MOVE:

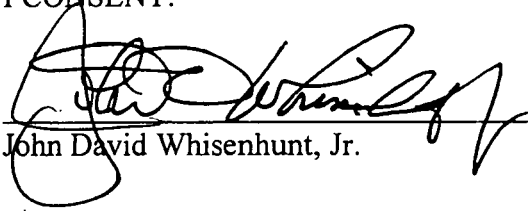


Jay Morgan, Defendant



Sandra Morgan, Defendant

I CONSENT:



John David Whisenhunt, Jr.

State of South Carolina
County of Florence County

Judgment in a Civil Case

2008 - CP-21-1311

James Lee Properties, LLC

Jay and Sandra Morgan

Plaintiff(s)

Defendant(s)

CERTIFIED A TRUE COPY
For
Connie Reel-Shearin
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

Check one:

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT** This action came to trial or hearing before the court. The issues have been tried or heard and decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41 (a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j) SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate modify arbitration award; Other _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order. (Formal order to follow) Statement of Judgment by the court:

Dated at Florence, South Carolina, this _____ day of _____ 2009

FILED
2009 JUN -3 AM 10:17
CLERK OF COURT
FLORENCE COUNTY, SC

PRESIDING JUDGE

This judgment was entered on the 2 day of June 2009, and a copy mailed first class this 3 day of June 2009, to attorneys of record or to parties (when appearing pro-se) as follows.

G.I. Finklea

Pro Se - Sandra Morgan
Jay Morgan

P.O. Box 1317

3694 Westpointe Drive

Florence, S.C. 29503-1317

Florence, S.C. 29501

Attorney(s) for Plaintiff(s)

Attorney(s) for Defendant(s)

Connie Reel-Shearin
Florence County Clerk of Court

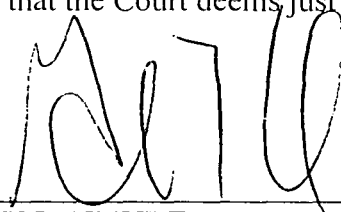
c

pursued this action upon the advice of counsel; and that the Plaintiffs are pursuing this action primarily to harass the Defendant and continue to litigate this matter. *civil fight*

9. The Defendant is informed and believes it has been actually damaged as a result of *what?* *How* the Plaintiffs' pursuit of this matter and has incurred attorney's fees and costs.

WHEREFORE, having fully responded to the Complaint of the Plaintiffs, the Defendant respectfully prays the Court dismiss the same and award the Defendant actual damages, attorney's fees, costs, and for such other and further relief that the Court deems just and proper. *?*

Florence, South Carolina
June 8, 2010



GARY I. FINKLEA
Attorney for Plaintiffs

Finklea Law Firm
814 West Evans Street
Post Office Box 1317
Florence, SC 29503-1317
Phone: (843) 317-4900
Fax: (843) 317-4910
gfinklea@finklealaw.com

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF FLORENCE

) TWELFTH JUDICIAL CIRCUIT

) C/A NO.: 2008-CP-21-1311

James Lee Properties, LLC

) Plaintiff,

) ORDER GRANTING SUMMARY
) JUDGMENT

) vs.

) Jay and Sandra Morgan,

) Defendants.

2009 JUN -2 PM 1:29

FILED

THIS MATTER CAME BEFORE ME upon Plaintiff's Motion for Summary Judgment. The underlying case involves an eviction of the Defendants from a property which they were renting from the Plaintiff at 3694 West Pointe Drive in Florence, South Carolina. It appears from a review of the Affidavits and Pleadings that the Defendants agreed to purchase a home at 3694 West Pointe Drive for One Hundred Ninety Six Thousand and No 00/100 (\$196,000.00) Dollars. A One Thousand and No 00/100 (\$1,000.00) Dollars deposit was paid. The contract was contingent upon the buyers obtaining a first loan for no more than ninety percent (90%) of the purchase price. The Plaintiff agreed to give a second loan of five percent (5%) of the purchase price. Following the execution of the contract and before the purchase of the property, the Defendants requested to occupy the home prior to closing. Ultimately the home did not close as the Defendants were not able to procure financing. The Defendants have remained in the home paying Twelve Hundred and no 00/100 (\$1,200.00) Dollars per month pursuant to an agreement reached by the parties embodied in the Order of Magistrate James Harwell dated July 3, 2008.

CERTIFIED A TRUE COPY

Connie Keel-Spearin
CLERK OF COURT C.P & G.S.
FLORENCE COUNTY, S.C.

Heretofore, the Plaintiff served the Defendants with Requests to Admit by mail on March 6, 2009 as evidenced on a Certificate of Mailing filed with the Court. The Defendants failed to respond to those Requests to Admit. The Plaintiff thereafter filed a Motion for Summary Judgment and in support of that Motion filed an Affidavit. These pleadings were served upon the Defendants by mail on April 8, 2009 as reflected on the Certificate of Mailing filed with the Court. It also appears that the Defendants were properly notified of this hearing as reflected from the Clerk's Roster and representation from the Deputy Clerk that a notice was mailed to the Defendants. Further, Plaintiff's counsel notified the Defendants of this hearing by forwarding them a copy of the Roster as reflected by the Certificate of Mailing admitted into evidence. The Defendants could not be located on either the 10th or 11th floor of the City County Complex.

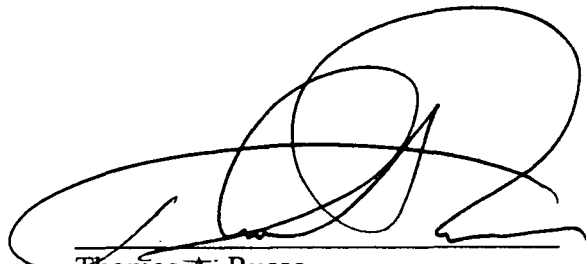
Based upon the pleadings, affidavits, other papers submitted and arguments of Counsel the Plaintiff's Motion for Summary Judgment be and hereby is **GRANTED**.

IT IS FURTHER ORDERED that the Defendants shall have until June 10, 2009 to vacate the home and property located at 3694 Westpointe Drive, Florence;

IT IS FURTHER ORDERED that the Counterclaim of the Defendants be dismissed.

AND IT IS SO ORDERED.

June 2nd, 2009
Florence, SC



Thomas A. Russo
Circuit Court Judge

NOTICE OF MOTION SCHEDULING

May 12, 2010



**Motion "MMFDEF - Motion/Default Judgment" for Case:
2009CP2101934 - Sandra Morgan VS James Lee Properties has been
added to the following Motions Roster:**

21 - Motion Roster June 1st-4th, 3th Floor, Room 803

**The hearing of this motion has been scheduled for Thursday, June 3,
2010 at 9:30 am.**

To view the roster or check the date and time of the scheduled case, please go to
www.judicial.state.sc.us click on Trial Courts and then Court Rosters, Florence County.

All Motions for Continuance must be filed with the Court, along with the \$25, the
Wednesday prior to the term of court.

Please notify Melissa McCutcheon at mmcutcheon@florenceco.org as to any motions that
appear on this roster that are resolved, withdrawn, settled or dismissed.

Mail Notice To:

Sandra Morgan
P O BOX 5782

Florence, SC 29502

Court Info:

Common Pleas Court
M S C -E 180 North Irby Street

Florence, SC 29501-3456

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(843)665-3031

Respectfully,

Connie Reel-Shearin
Clerk of Court

NOTICE OF MOTION SCHEDULING

June 30, 2010



Motion "MDISMS - Motion/Dismiss" for Case: 2009CP2101934 - Sandra Morgan VS James Lee Properties has been added to the following Motions Roster:

31 - Motion Roster/ 10th Floor Courtroom

The hearing of this motion has been scheduled for Tuesday, July 27, 2010 at 2:00 pm.

To view the roster or check the date and time of the scheduled case, please go to www.judicial.state.sc.us click on Trial Courts and then Court Rosters, Florence County.

All Motions for Continuance must be filed with the Court, along with the \$25, the Wednesday prior to the term of court.

Please notify Melissa McCutcheon at mmcutcheon@florenceco.org as to any motions that appear on this roster that are resolved, withdrawn, settled or dismissed.

Mail Notice To:

Sandra Morgan
P O BOX 5782

Florence, SC 29502

Court Info:

Common Pleas Court
M S C -E 180 North Irby Street

Florence, SC 29501-3456

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(843)665-3031

Respectfully,

John B. Stanton
Judge *(Signature)*

Connie Reel-Shearin
Clerk of Court

State of South Carolina

County of Florence County

Judgment in a Civil Case

2009 - CP-21-1311

James Lee Properties, LLC

Jay and Sandra Morgan

Plaintiff(s)

Defendant(s)

CERTIFIED A TRUE COPY

Connie Reel-Shearin
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

Check one:

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT** This action came to trial or hearing before the court. The issues have been tried or heard and decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41 (a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j) SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate modify arbitration award; Other _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other _____
 NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order. (Formal order to follow) Statement of Judgment by the court:

Dated at Florence, South Carolina, this _____ day of _____ 2009

2009 JUN -3 AM 10:17
FLORENCE COUNTY, SC

PRESIDING JUDGE

This judgment was entered on the 2 day of June 2009, and a copy mailed first class this 3 day of June 2009, to attorneys of record or to parties (when appearing pro-se) as follows.

G.I. Finklea
P.O. Box 1317
Florence, S.C. 29503-1317
Attorney(s) for Plaintiff(s)

Pro. se - Sandra Morgan
Jay Morgan
3694 Westpointe Drive
Florence, S.C. 29501
Attorney(s) for Defendant(s)

Connie Reel-Shearin
Florence County Clerk of Court

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

James Lee Properties, LLC

Plaintiff,

vs.

Jay and Sandra Morgan,

Defendants.

) IN THE COURT OF COMMON PLEAS

) TWELFTH JUDICIAL CIRCUIT

) C/A NO.: 2008-CP-21-1311

) ORDER GRANTING SUMMARY
) JUDGMENT

2009 JUN -2 PM 1:29

FILED

THIS MATTER CAME BEFORE ME upon Plaintiff's Motion for Summary Judgment. The underlying case involves an eviction of the Defendants from a property which they were renting from the Plaintiff at 3694 West Pointe Drive in Florence, South Carolina. It appears from a review of the Affidavits and Pleadings that the Defendants agreed to purchase a home at 3694 West Pointe Drive for One Hundred Ninety Six Thousand and No 00/100 (\$196,000.00) Dollars. A One Thousand and No 00/100 (\$1,000.00) Dollars deposit was paid. The contract was contingent upon the buyers obtaining a first loan for no more than ninety percent (90%) of the purchase price. The Plaintiff agreed to give a second loan of five percent (5%) of the purchase price. Following the execution of the contract and before the purchase of the property, the Defendants requested to occupy the home prior to closing. Ultimately the home did not close as the Defendants were not able to procure financing. The Defendants have remained in the home paying Twelve Hundred and no 00/100 (\$1,200.00) Dollars per month pursuant to an agreement reached by the parties embodied in the Order of Magistrate James Harwell dated July 3, 2008.

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10

CERTIFIED A TRUE COPY

Cornie Reel-Spearin
CLERK OF COURT C.P & G.S.
FLORENCE COUNTY, S.C.

Heretofore, the Plaintiff served the Defendants with Requests to Admit by mail on March 6, 2009 as evidenced on a Certificate of Mailing filed with the Court. The Defendants failed to respond to those Requests to Admit. The Plaintiff thereafter filed a Motion for Summary Judgment and in support of that Motion filed an Affidavit. These pleadings were served upon the Defendants by mail on April 8, 2009 as reflected on the Certificate of Mailing filed with the Court. It also appears that the Defendants were properly notified of this hearing as reflected from the Clerk's Roster and representation from the Deputy Clerk that a notice was mailed to the Defendants. Further, Plaintiff's counsel notified the Defendants of this hearing by forwarding them a copy of the Roster as reflected by the Certificate of Mailing admitted into evidence. The Defendants could not be located on either the 10th or 11th floor of the City County Complex.

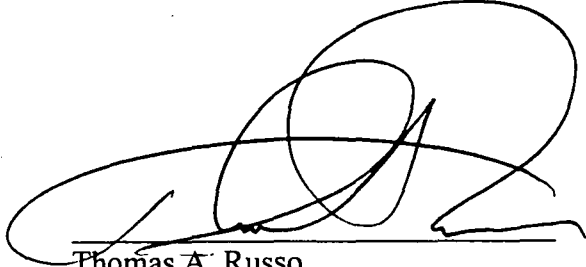
Based upon the pleadings, affidavits, other papers submitted and arguments of Counsel the Plaintiff's Motion for Summary Judgment be and hereby is **GRANTED**.

IT IS FURTHER ORDERED that the Defendants shall have until June 10, 2009 to vacate the home and property located at 3694 Westpointe Drive, Florence;

IT IS FURTHER ORDERED that the Counterclaim of the Defendants be dismissed.

AND IT IS SO ORDERED.

June 2nd, 2009
Florence, SC


Thomas A. Russo
Circuit Court Judge

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

Jay and Sandra Morgan,)

Plaintiffs,)

vs.)

James Lee Properties, LLC,)

Defendant.)

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT

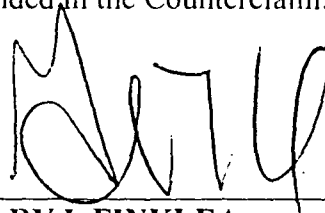
C/A #: 2009-CP-21-1934

SUMMONS AS TO COUNTERCLAIM

TO THE PLAINTIFFS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Counterclaims in this action, a copy of which is herewith served upon you, and to serve a copy of your Reply to said Counterclaims on the subscriber at 814 West Evans Street, Post Office Box 1317, Florence, South Carolina, 29503 within thirty (30) days from the service hereof, exclusive of the date of such service; and in case of the failure to do so, judgment by default will be rendered against you for the relief demanded in the Counterclaim.

June 8, 2010
Florence, South Carolina



GARY I. FINKLEA
Attorney for Defendant

Finklea Law Firm
814 West Evans Street
Post Office Box 1317
Florence, SC 29503
(843) 317-4900
(843) 317-4910 (fax)
gfinklea@finklealaw.com

CERTIFIED: A TRUE COPY
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

Corrie Reel-Shearin

2010 JUN -9 PM 3:35
CORRIE REEL-SHEARIN
CCCP & GS
FLORENCE COUNTY, SC

FILED

2011 CP 21 110

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
12TH JUDICIAL CIRCUIT
COUNTY FO FLORENCE

FILING LAWSUIT FOR MONIES OWED
AND UNETHICAL CONDUCT UNDER
SC CODE OF LAWS; TITLE 40-57-135

JAY AND SANDRA MORGAN
Plaintiff(s)

3694 WESTPOINTE DRIVE
FLORENCE, SC 29501
Vs

JAMES LEE PROPERTIES, LLC
Defendants

P.O. BOX 13534
FLORENCE, SC 29504

FILED
2011 AUG 27 PM 2:21
CLERK OF COURT C.P. & C.S.
FLORENCE COUNTY, S.C.

We, Jay and Sandra Morgan, plaintiffs, entered into a verbal and written contract after reading and ad and believing that we could acquire the home at 3694 Westpointe Drive after being told it was possible because they "had their own mortgage company". They knew our credit history and submitted 3 different loan applications. At no time did they ever say they could not get us financed. We gave \$3200.00 of the \$4,400.00 that we verbally agree on as the 5% down with the other 5% carried by Jamesleeproperties as a second mortgage. We were allowed to move in April 1, 2007 with the expectation of closing in which we were to give the last part of the down payment. We had previously rented a house for \$900/month for one year and used the money from the returned rental fees to go towards the down payment. We have a great credit/rental reference that was done properly. The only real estate contract paperwork we received from Jamesleeproperties was a single sheet that expired April 30, 2007. We were not shown or given paperwork under title 40-57-135. No other agreements were made. They did not complete the work in our verbal agreement, yet they continued to take the money which was said to go towards the total of the home purchase. The only time we had issues with JamesLeeProperties is when I asked what was going on with our financing. We have made improvements to the home, maintained the property, suffered loss of business for two years, incurred expenses and have been in real estate limbo for 2 years and 4 months. We are suing for 24 months of payments in escrow=\$28,800; 2 years loss of home business=\$57,600; expenses=\$3000; and pain and suffering and upkeep=\$5000. The total is \$94,400.

Sandra Morgan
PRO SE; Sandra Morgan
3694 Westpointe Drive
Florence, SC 29504

CLERK OF COURT C.P. & C.S.
FLORENCE COUNTY, S.C.

Christie R. Spivey

CERTIFIED: A TRUE COPY

STATE OF SOUTH CAROLINA)
)
 COUNTY OF FLORENCE)
)
 Jay and Sandra Morgan,)
)
 Plaintiffs,)
)
 Vs.)
)
 James Lee Properties, LLC,)
)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 TWELFTH JUDICIAL CIRCUIT
 C/A # 2009-CP-21-1935

ANSWER AND COUNTERCLAIM

FILED
 2010 JUN -9 PM 3:45
 CONNIE REEL-SHEARAN
 CCJP & GS
 FLORENCE COUNTY, SC

The Defendant, James Lee Properties, LLC, responding to the Complaint of the Plaintiff, would respectfully allege as follows:

FOR A FIRST DEFENSE
 (By Way of Motion)

1. The Defendant hereby incorporates its Motion to Dismiss under Rule 12(b)(8) which was previously filed May 26, 2010.

FOR A SECOND DEFENSE
 (By Way of Affirmative Defenses)

2. The Defendant affirmatively sets forth the defenses of accord and satisfaction, payment, offer of payment, tender, condemnation, contributory negligence, comparative negligence, laches, misrepresentation, bad faith, fraud, mutual mistake, lack of consideration, default, breach of contract, offset, setoff, notice, consent, injury by fellow servant, unconscionability, unclean hands, release, waiver, estoppel, and any other matter constituting an avoidance or affirmative defense that may develop through discovery process.

FOR A THIRD DEFENSE
 (By Way of Answer)

3. Any allegation not admitted, modified, or explained is denied and strict proof is demanded thereof.

CERTIFIED: A TRUE COPY
 Marie Spivey
 CLERK OF COURT
 TWELFTH JUDICIAL CIRCUIT
 FLORENCE COUNTY, SC

4. The Defendant would admit so much of the Complaint that alleges the parties entered into a contract to sell the property contingent upon financing. The Plaintiffs were allowed to occupy the home prior to closing upon their pleas to do so despite the Defendant's grave concerns that the loan was not yet approved and transaction not closed. Nevertheless, the Defendant did allow the Plaintiffs to occupy the home. The Plaintiffs were not able to secure financing. The Defendant is not in the rental business and did not want to rent the home to the Plaintiffs. The Plaintiffs would not vacate after proper notice, and therefore, the Defendant had to file an eviction action in the Florence County Magistrate's Court, Case Number being 08-001-2661. The Plaintiff herein counterclaimed on the same grounds of which he complains of in this Complaint. The case was transferred to the Circuit Court based upon the Morgans' claim that the jurisdiction exceeded the Magistrate's Court and an issue of title was presented, that case number being 2008-CP-21-1311. This Court granted James Lee Properties, LLC's Summary Judgment Motion and the case ended.
5. The Plaintiffs have now filed this frivolous action herein although it relates to the exact same subject matter in the prior action.

FOR A FOURTH DEFENSE
(Frivolous Civil Proceedings Sanctions Act)
(Section 15-36-10)

6. The Defendant realleges each and every relevant allegation set forth above as if fully repeated herein verbatim.
7. The Defendant is informed and believes that the Plaintiffs have initiated and continue this action for an improper purpose, and further, that this proceeding will terminate in favor of the Defendant.
8. The Defendant believes that there is no reasonable belief that the Plaintiffs' facts will entitle them to relief upon any theory of their case; that the Plaintiffs have not

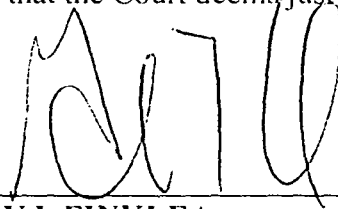
pursued this action upon the advice of counsel; and that the Plaintiffs are pursuing this action primarily to harass the Defendant and continue to litigate this matter.

9. The Defendant is informed and believes it has been actually damaged as a result of the Plaintiffs' pursuit of this matter and has incurred attorney's fees and costs.

WHEREFORE, having fully responded to the Complaint of the Plaintiffs, the Defendant respectfully prays the Court dismiss the same and award the Defendant actual damages, attorney's fees, costs, and for such other and further relief that the Court deems just and proper.

Florence, South Carolina

June 8, 2010



GARY I. FINKLEA
Attorney for Plaintiffs

Finklea Law Firm
814 West Evans Street
Post Office Box 1317
Florence, SC 29503-1317
Phone: (843) 317-4900
Fax: (843) 317-4910
gfinklea@finklelaw.com

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A # 2009-CP-21-1934

JAY AND SANDRA MORGAN

Plaintiffs,

REPLY TO COUNTERCLAIM

Vs

JAMES LEE PROPERTIES, LLC

Defendant.

FILED
2010 JUL 19 PM 4:44
FLORENCE COUNTY, S.C.

TO THE DEFENDANTS ABOVE-NAMED AND ATTORNEY GARY FINKLEA:

In answer to you allegations towards the Plaintiffs, 1st Defense is answered with my Counter request for a continuation so evidence may be presented and then a ruling.

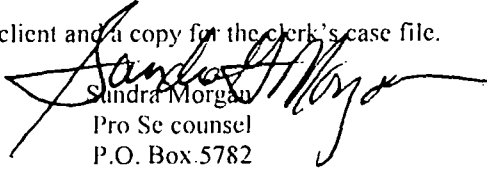
Your 2nd Defense answer, I don't know where to begin. I strongly request the Judge to Add defamation of character to my claim against the defendant and or their attorney.

You need to expound and explain to give account for what is said.

Your 3rd Defense answer, I am anxious to divulge all evidence in this case that would Substantiate my claim. I take offense at your unprofessional and false statements made Against me and my intentions. You don't know me.

Your 4th Defense answer, what is my improper purpose? How have I harassed your Client? How have they been damaged? How can you ask to dismiss with allegations like These and no explanation and no evidence given? It's time for evidence and proof and Not hearsay and conjecture. I serve the LIVING GOD. I leave everything in his hands.

Copies have been mailed to attorney and client and a copy for the clerk's case file.


Sandra Morgan
Pro Se counsel
P.O. Box 5782
Florence, SC 29502
(843)319-9057

7/19/2010

CERTIFIED: A TRUE COPY

LOUISE NOEL SPIVEY
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

Motion for Continuance is Denied

7/21/2010
FLORENCE COUNTY, S.C.
2010 JUL 19 PM 12:27
FILED

pd
25:00

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE
JAY AND SANDRA MORGAN
Plaintiffs,

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A #2009-CP-21-1934
MOTION OF CONTINUANCE

Vs

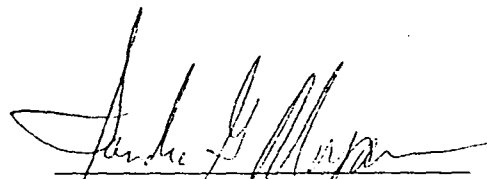
JAMES LEE PROPERTIES, LLC,
Defendant

YOU WILL PLEASE TAKE NOTICE that the undersigned as Pro Se counsel will request before the Presiding Judge of the Twelfth Judicial Circuit on July 27, 2010, at 2:00 p.m. in the Florence City-County Complex to continue Case # 2009-CP-21-1934. It should be noted that the presiding Judge ruled The defendants duly served as of June 3, 2010. Also note that Case # 2008-cp-21-1311 was dismissed in The "Plaintiff's" favor, that being James Lee Properties, LLC, due to missed court date and the request to Admit was not submitted within the required time. This was their case to evict and it was done. My case, As Plaintiff is not about eviction. I have the civil right to present my evidence in my case which has not Been fully heard. Furthermore the presiding Judge on June 3, 2010 stated and is recorded saying that These are two different cases.

A copy will be sent to the defendants and their attorney.

July 19, 2010

Florence, South Carolina


SANDRA MORGAN
Pro Se counsel

P.O. Box 5782
Florence, SC 29502
(843)319-9057
smorgan@teacher.com

CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

Amie Spivey

filed 7/22/10
C. Finkbea
J. Morgan (Pro Se)
S. Morgan (Pro Se)

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A #: 2009-CP-21-1934

JAY AND SANDRA MORGAN,

Plaintiffs,

AFFIDAVIT FOR CHANGE OF
VENUE S.C. CODE ANN. 14-25-45

Vs.

JAMES LEE PROPERTIES, LLC.

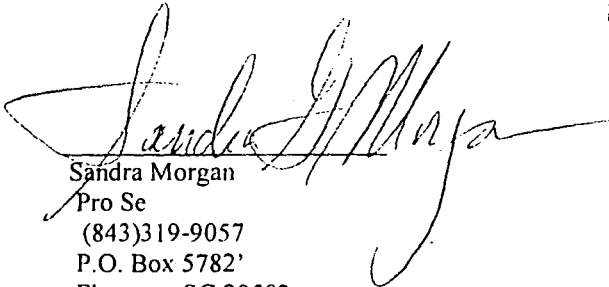
Defendants

At 4:19pm July 21, 2010, I received a phone call from Mellissa of the Clerk of Courts office
Stating that my motion of continuance which was filed July 19th was denied by Judge Russo.
And I could plead my case at the July 27, 2010; 2p.m. hearing. As of today, July 23, 2010,
I have not received this information by mail.

I am requesting that Judge Russo, being the same Judge that presided over case #2008-CP-21-
1311 and ruled at the hearing August 3, 2009, disqualify himself under SC Code 14-25-45.

In that case, It is on record that Judge Russo made at least two inappropriate remarks of my
Mental choice to be in court without an attorney. It is not only our legal civil right to
Represent oneself but is also a growing trend whether by choice or necessity. In the upcoming
Hearing on July 27th, he will read and be influenced again by the defense attorney, Gary
Finklea's comment of "the plaintiffs have not pursued this action upon the advice of
Counsel." Page 2-3 #8 of his summons. This is also a separate case from the previous and with
the same Judge presiding, I do not feel it will be handled without bias. I have yet to present
evidence in my case and the defendants to answer.

July 23, 2010
Florence, South Carolina


Sandra Morgan
Pro Se
(843)319-9057
P.O. Box 5782'
Florence, SC 29502
smorgan@teacher.com

FLORENCE COUNTY, S.C.

2010 JUL 23 PM 4:03

FILED

CERTIFIED: A TRUE COPY
Carrie Y. Spivey
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE



COPY

IN THE COURT OF COMMON PLEAS

James Lee Properties

Plaintiff

v.

Jay And Sandra Morgan

Defendant.

CASE NO.
2008-CP-21-1311

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

RECEIVED
CLERK OF COURT
FLORENCE COUNTY
APR 10 2009 11:58 AM

Plaintiff's Attorney: Gary I. Finklea, Bar No. 66174 Address: P.O. Box 1317, Florence, SC 29503 phone: (843) 317-4900 fax: (843) 317-4910 e-mail: gfinklea@finklealaw.com other:	Defendant's Attorney: , Bar No. Address: phone: fax: e-mail: other:
---	---

- MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
 FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
 PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Summary Judgment
Estimated Time Needed: 15 minutes Court Reporter Needed: YES / NO

SECTION II: Motion/Order Type

- Written motion attached
 Form Motion/Order
 I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for Plaintiff / Defendant

April 7, 2009

Date submitted

SECTION III: Motion Fee

- PAID - AMOUNT: \$25.00
 EXEMPT: Rule to Show Cause in Child or Spousal Support
 (check reason) Domestic Abuse or Abuse and Neglect
 Indigent Status State Agency v. Indigent Party
 Sexually Violent Predator Act Post-Conviction Relief
 Motion for Stay in Bankruptcy
 Motion for Publication Motion for Execution (Rule 69, SCRPC)
 Proposed order submitted at request of the court; or,
 reduced to writing from motion made in open court per judge's instructions
 Name of Court Reporter:
 Other:

JUDGE'S SECTION

- Motion Fee to be paid upon filing of the attached order.
 Other:

JUDGE

CODE: _____ Date: _____

CLERK'S VERIFICATION

Collected by: Kim

Date Filed: _____

- MOTION FEE COLLECTED: \$25.00
 CONTESTED - AMOUNT DUE: _____

VERIFIED: A TRUE COPY

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF FLORENCE

) TWELFTH JUDICIAL CIRCUIT

) C/A NO.: 2008-CP-21-1311

James Lee Properties,

)

)

Plaintiff,

)

)

vs.

)

)

REQUEST TO ADMIT

Jay and Sandra Morgan,

)

)

Defendant.

)

)

)

Copy this

K

TO: DEFENDANTS JAY AND SANDRA MORGAN.

Pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, you are hereby served with this written Request for Admissions of Facts and Genuineness of Documents for the purpose of the pending action only. Such Request for Admissions, pursuant to the Rule, shall be deemed admitted unless within thirty (30) days from the date hereof, the undersigned at their address shall receive a written answer or objection. If objection is made, the reason therefore shall be stated. The answer to these Requests shall be specifically deny the matter, or set forth in detail the reasons why answering party cannot truthfully admit or deny the matter. Any such denial shall fairly meet the substance of the requested admissions, and when good faith requires that you qualify an answer or deny part of the matter which is requested to be admitted, you shall specify so much of the Request as being true, and qualify or deny the remainder. Please take notice that you may not give lack of information or knowledge as a reason for failure to admit or deny, unless you shall state that you have made a reasonable inquiry into the information known or readily obtainable by you and it is sufficient to enable you to admit or deny.

YOU WILL HEREBY TAKE NOTICE, that if you fail to admit this Request for Admissions, and if the undersigned thereafter proves the truth of the matter, the undersigned


Exhibit L

shall apply to the Court for an Order requiring you client to pay the reasonable expenses incurred in making such proof, which shall include reasonable attorney's fees.

REQUEST

1. *yes* Admit or deny the offer to purchase real estate attached as exhibit A is the contract where defendants agree to purchase and the plaintiff agrees to sell the property located at 3694 Westbrook drive.
2. *False* Admit that the agreement between the parties required the purchaser to obtain financing in order to purchase this home.
3. *False* Admit that prior to the defendant being able to procure a loan, the defendants requested they occupy the home before closing which the plaintiff authorized.
4. *yes* Admit that in consideration for the defendants moving in the home prior to closing that they agreed to pay \$1200/month due on the 21st of each month.
5. *False* Admit that the defendants have not been able to procure a loan.
6. *False* Admit that the plaintiff has properly notified the defendants to vacate the home.
7. *False* Admit that the defendants have no defense precluding their eviction from this property.

Florence, SC
March 6, 2009



GARY I. FINKLEA
Attorney for Defendant
814 West Evans Street
Post Office Box 1317
Florence, SC 29503-1317
P: 843.317.4900
F: 843.317.4910
E: gfinklea@finklealaw.com

1. Appellants complete file from the Respondents to include a rental agreement.
2. Written Evidence of non compliance business conduct by the City of Florence
3. Receipts of money spent on property and payments.
4. Respondents submit documents proving the agreement to find financing other than with the Respondents Mortgage Company, Arrow Mtg. (submitted 3 times).
5. Respondents to submit evidence of when the initial transaction of buying turned into a rental agreement.
6. Respondents to give account of advertisement practices and S.C. Codes of Law.
7. photo evidence as well as video at request
8. Respondents to give financial account for at least 24 month of funds in an escrow account that would be credited to the home purchase amount as stated.

Documented Court Testimony- Attorney Gary I, Finklea.....P

(Transcript page 2, lines 7-13)

Argument.....Pa7-28

Appellants Exhibits.....final

pages.

Made False Statement
in court,

Feb --

Payments - Morgan's

April	1,000.00	Deposit	
April (24)	2,200.00		
May 17	1,200.00		
June 27	1,200.00	returned	void next day
August 23	1,200.00	returned	They deposited before date (they usually took post dated checks)
Sept 26	1,200.00		
Dec 28	1,200.00		
Feb 25	1,200.00		

4 good Payments in 12 months

Oct / dispute
Not paid

March 2008
April 2008

You stated NO pay
will be accepted

May 2008 - paid

DETACH THIS PORTION BEFORE CASHING C:

7.

Account # 711438-0
Shares
Posted 09/20/2007 at 9:42 AM
Effective 09/20/2007

JAY M. MORGAN
Teller # 24

Tran # 3568
Check # 3568
Station # 125

Check Amount \$1,225.00

Check Payee: JAMES LEE PROPERTIES
RE: SANDRA MORGAN



2007 Oct -
Nov -

DETACH THIS PORTION BEFORE CASHING CHECK

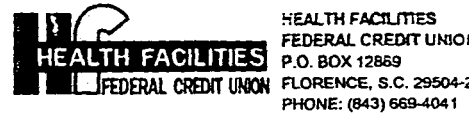
Account # 711438-71
Convenience Checking
Posted 12/28/2007 at 11:26 AM
Effective 12/28/2007

JAY M. MORGAN
Teller # 19

Tran # 37670
Check # 37670
Station # 1238

Check Amount \$1,200.00

Check Payee: JAMES LEE PROPERTIES
FBO SANDRA MORGAN



JAY M. MORGAN 011163303
SANDRA G. MORGAN 008121919
(843) 386-2615 - 319-9057
724 MCKEITHAN RD.
FLORENCE, SC 29501 3694 Westpointe Dr

12
67-849

June 28, 2007
Date

Pay to the Order of James Lee Properties
Twelve hundred

\$ 1200.00



711438-71

P.O. Box 12869 • Florence, SC 29504

For June Rent

Sandra G. Morgan

JAY M. MORGAN 011163303
SANDRA G. MORGAN 008121919
(843) 386-2615 - 319-9057
724 MCKEITHAN RD.
FLORENCE, SC 29501 3694 Westpointe Drive

1280
67-8499/2532

July 25, 2007
Date

Pay to the Order of James Lee Properties
Twelve hundred

\$ 1200.00



711438-71

P.O. Box 12869 • Florence, SC 29504

For Rent (July)

Sandra G. Morgan

⑆ 253 284 990 ⑆ 5030054 ⑆ 28 ⑆ 280 ⑆ 0000 ⑆ 20000 ⑆

JAY M. MORGAN 011163303
SANDRA G. MORGAN 008121919
(843) 386-2615 - 319-9057
724 MCKEITHAN RD.
FLORENCE, SC 29501 3694 Westpointe Dr

12
67-8499/2

August 23, 2007
Date

Pay to the Order of James Lee Properties
Twelve hundred

\$ 1200.00



711438-71

P.O. Box 12869 • Florence, SC 29504

For August Rent (House)

Sandra G. Morgan

⑆ 253 284 990 ⑆ 5030054 ⑆ 28 ⑆ 258 ⑆ 0000 ⑆ 20000 ⑆

1 paint / Carpet the house

1st pm
Good Pa
ear

CBR Systems
215-A West Pine Street • Florence, SC 29501 • 843-665-5000 Office • 843-661-5568 Fax

RECEIVED FROM Sandra Morgan 2-12 20 07

one thousand and 00/100 dollars \$ 1,000 00

CURRENT BALANCE	<u>1,000 00</u>
PAYMENT	<u>Deposit</u>
BALANCE DUE	<u>only</u>

FOR Deposit on 3694 West Pine Dr
Florence, SC.

RECEIVED BY [Signature]

CASH CHECK CREDIT CARD

Thank You

5070

2nd pm
Down pm

+
moved in
April 2007

CBR Systems
215-A West Pine Street • Florence, SC 29501 • 843-665-5000 Office • 843-661-5568 Fax

RECEIVED FROM Sandra Morgan 4-23 20 07

Twenty two hundred and 00/100 dollars \$ 2,200 00

CURRENT BALANCE	<u>2,200 00</u>
PAYMENT	
BALANCE DUE	

FOR _____

RECEIVED BY [Signature]

CASH CHECK CREDIT CARD

Thank You

5070

CBR Systems
215-A West Pine Street • Florence, SC 29501 • 843-665-5000 Office • 843-661-5568 Fax

RECEIVED FROM JAY & SANDRA MORGAN 5-17 20 07

TWELVE HUNDRED AND 00/100 dollars \$ 1,200 00

CURRENT BALANCE	<u>1,000 00</u>
PAYMENT	
BALANCE DUE	

FOR MAY PAYMENT

RECEIVED BY [Signature]

CASH CHECK CREDIT CARD

Thank You

5070

PAYMENT SYSTEMS, INC. DRAWER
P.O. BOX 9376
MINNEAPOLIS, MN 55480
www.moneygram.com

James Lee Properties 1/2

DATE/AMOUNT
10/10/08

James Lee Properties

3694 Westport

EMPLOYEE
R200827273064

598 (6/06) 500/5000
M 92646-P

KEEP A COPY OF THIS STUB FOR YOUR RECORDS / MANTENGA UNA COPIA DE ESTE RECIBO PARA SUS ARCHIVOS

PAYMENT SYSTEMS, INC. DRAWER
P.O. BOX 9376
MINNEAPOLIS, MN 55480
www.moneygram.com

James Lee Properties 1/1

DATE/AMOUNT
10/10/08

James Lee Properties

3694 Westport

EMPLOYEE
R200827273075

598 (6/06) 500/5000
M 92646-P

KEEP A COPY OF THIS STUB FOR YOUR RECORDS / MANTENGA UNA COPIA DE ESTE RECIBO PARA SUS ARCHIVOS

DETACH THIS PORTION BEFORE CASHING CHECK

Account # 711438-71 JAY M. MORGAN Tran # 41826
 Convenience Checking Teller # 29 Check # 41826
 Posted 07/10/2008 at 10:53 AM Station # 1251
 Effective 07/10/2008

Check Amount \$1,200.00

Check Payee: JAMES LEE PROPERTIES
 REMITTER: SANDRA MORGAN

HEALTH FACILITIES
 FEDERAL CREDIT UNION
 P.O. BOX 12869
 FLORENCE, S.C. 29504-
 PHONE: (843) 669-4041

5137

~~CBR Systems~~ *James Lee Properties, Inc*

215-A West Pine Street • Florence, SC 29501 • 843-665-5000 Office • 843-661-5568 Fax

RECEIVED FROM *Sandra Morgan* 8/8 20 08

Twelve hundred & 00/100 dollars \$ 1200 00

CURRENT BALANCE		
PAYMENT		
BALANCE DUE		

FOR *Project Rent*

RECEIVED BY *[Signature]*

CASH CHECK CREDIT CARD

Thank You

5115

CBR Systems

215-A West Pine Street • Florence, SC 29501 • 843-665-5000 Office • 843-661-5568 Fax

RECEIVED FROM *Sandra Morgan* 10-2 20 08

Twenty four hundred & 00/100 dollars \$ 2400 00

CURRENT BALANCE		
PAYMENT	2400 00	
BALANCE DUE		

FOR _____

RECEIVED BY *[Signature]*

CASH CHECK CREDIT CARD

Thank You

*pt 10th payments
 10/10/08*

RECEIVED FROM

Jay Morgan 12-11 20 08
Twelve Hundred and 00/100 dollars \$ 1200 00

12

CURRENT BALANCE	1200 00
PAYMENT	
BALANCE DUE	

FOR 3694 Westpointe Dr

RECEIVED BY *Jim Parn*

CASH CHECK CREDIT CARD

Money Order Thank You

CBR Systems

215-A West Pine Street • Florence, SC 29501 • 843-665-5000 Office • 843-661-5568 Fax

RECEIVED FROM *Sandra Jay Morgan* 11-13 20 08
Twelve Hundred and 00/100 dollars \$ 1200 00

CURRENT BALANCE	1200 00
PAYMENT	1200 00
BALANCE DUE	

FOR RECEIVED BY *Jim Parn*

CASH CHECK CREDIT CARD

Money Order Thank You

CBR Systems

215-A West Pine Street • Florence, SC 29501 • 843-665-5000 Office • 843-661-5568 Fax

RECEIVED FROM *Sandra Jay Morgan* 3-11 20 09
Twelve Hundred and 00/100 dollars \$ 1200 00

CURRENT BALANCE	
PAYMENT	1206 00
BALANCE DUE	

FOR 3674 Westpointe Dr

RECEIVED BY *Parn*

CASH CHECK CREDIT CARD

Thank You

CBR Systems

215-A West Pine Street • Florence, SC 29501 • 843-665-5000 Office • 843-661-5568 Fax

RECEIVED FROM *Morgan* 6/26 20 09
Twelve Hundred and 00/100 dollars \$ 1200 00

CURRENT BALANCE	
PAYMENT	
BALANCE DUE	

FOR Rent for June

RECEIVED BY *Parn*

CASH CHECK CREDIT CARD

Thank You

1177

513

FROM Jandra Morgan 1-9-09 20
 five hundred and 00/100 dollars \$ 1200 00

CURRENT AMOUNT		
PAYMENT	1200 00	
BALANCE DUE		

FOR 3694 Rent

RECEIVED BY [Signature]

CASH CHECK CREDIT CARD Money order Thank You

13

215-A West Pine Street • Florence, SC 29501 • 843-665-5000 Office • 843-661-5568 Fax

RECEIVED FROM Jandra Morgan 2/10 2009
 Twelve Hundred (1200) dollars \$ 1200 00

CURRENT BALANCE		
PAYMENT		
BALANCE DUE		

FOR Feb. Rent

RECEIVED BY [Signature]

CASH CHECK CREDIT CARD Money order Thank You

4351

CBR Systems
 215-A West Pine Street • Florence, SC 29501 • 843-665-5000 Office • 843-661-5568 Fax

RECEIVED FROM Jandra Morgan 5/14 2009
 Twelve hundred 00/100 dollars \$ 1200 00

CURRENT BALANCE		
PAYMENT		
BALANCE DUE		

FOR May Rent

RECEIVED BY [Signature]

CASH CHECK CREDIT CARD Thank You

1758

CBR Systems
 215-A West Pine Street • Florence, SC 29501 • 843-665-5000 Office • 843-661-5568 Fax

RECEIVED FROM Morgan 4/16 2009
 Twelve hundred 00/100 dollars \$ 1200 00

CURRENT BALANCE		
PAYMENT	1200 00	
BALANCE DUE		

FOR _____

RECEIVED BY [Signature]

CASH CHECK CREDIT CARD Thank You

5173

14.

HOME CENTERS, INC.
 D. H. MCLEOD BLVD.
 FLORENCE, SC 29501
 33413-3276
 -SALE-
 1123745 05-04-07

 4 OZ 311 3.35
 CPVC 0.44
 0.22
 CPVC HOT 2.14
 AFTER CPVC 0.26

 BTOTAL: 6.19
 32276: 0.43
 TOTAL: 6.62

 BALANCE DUE: 6.62

 CASH: 10.00
 CHANGE: 3.38

05/04/07 20:51:13



LOWE'S HOME CENTERS, INC.
 2501 DATED H. MCLEOD BLVD.
 FLORENCE, SC 29501
 33413-3276

-SALE-

SALES #: 1120801 13 05-28-07
 40207 120 OZ SAMPLE 717 REDWOOD 0.72
 150025 120 OZ 0.72
 12000 120 OZ WASHINGTON BEIGE 1.00
 12000 120 OZ 39.97
 SUBTOTAL: 46.79
 TAX 32276: 3.74
 TOTAL: 50.53

BALANCE DUE: 50.53
 CASH: 100.00
 CHANGE: 49.47

ISS TERMINAL: 03 06/29/07 13:53:26

OF ITEMS PURCHASED: 6
 EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

THANK YOU FOR
 SCHOFIELD ACE HAND.
 (843) 669-6393

05/07 11:21AM CAROLYN 558 SALE
 1 EA 1.50 EA
 SINGLE CUT KEYS 1.50
 4 EA 2.00 EA
 DOUBLE CUT KEYS 8.00
 067373 1 EA 5.09 EA
 LEA & TICK POWDER FOR CATS 5.00

SUB-TOTAL: 14.59 TAX: 1.50
 CASH TEND: 20.61 CHANGE: 5.00
 TOTAL: 15.00



=====> JRNL# E48071 <=====
 CUST # *44011
 ACE REWARDS ID # 1905297469

LOWE'S

LOWE'S HOME CENTERS, INC.
2301 DAVID H. MCLEOD BLVD.
FLORENCE, SC 29501
(843)413-9276

-SALE-

SALES #: 311206D2 950946 05-04-07

186855 3" FRAME W/COVER DEC CHOIC	3.87
94953 GL VALSPAR INT FLT BSE 4	9.48
61343 POLY ENTRY LOCK PB/BB	12.97
61344 POLY PRIVACY LOCK PB/BB	20.34
2 3 10.47	
15370 BI-FOLD OGGR TOP PIVOT	5.14
2 3 2.57	
18278 BI-FOLD UR TOP GUIDE ROLL	5.94
3 2.97	
196208 1"X#9 SCREW PK/RES HINGE/	1.16
2 3 0.58	
21529 LARGE BALL CATCH W/STRIKE	6.34
2 3 3.17	
227231 1-1/3" BRASS BI-FOLD PULL	3.53
196354 3-1/2"X1/4"RAD CORNER HGE/	6.48
6 3 1.08	

SUBTOTAL: 75.95

TAX 32276 : 5.32

INVOICE 89670 TOTAL: 81.27

BALANCE DUE: 81.27

CASH : 102.09

CHANGE : 20.73

FAMILY DOLLAR STORES
BIG BRANDS
LITTLE PRICES.
THANK YOU
843-317-6855
3219 W PALMETTO ST
FLORENCE, SC
29501-5939

Store #: 02866

0503251 YOR PC S
0503251 YOR 5 PC S

Register #: 01

12.50T
12.50T

2.50T
6.00T
12.50T
12.50T

135409 ZENITH 5.5 GAUGE LINER-CL	2.97
40322 9-3/8" 6PK ROLLER COVERS	8.98
16639 DISP PAINT TRIM TRAY LESS	5.96
133404 1.5" FOAM BRUSH DEC CHOIC	6.98
156438 9" DISPOSAB ROLLER TRAY L	0.98
94785 GL VALSPAR INT FLT BSE 1	1.97
22282 7/8" ID WASHER HOSE	1.98
4 e	19.98
2.42	9.68

15

75.02

LOWES
(McLeod Blvd)



LOWE'S HOME CENTERS, INC.
2301 DAVID H. MCLEOD BLVD.
FLORENCE, SC
(843)413-9276

REBATE RECEIPT

VALID FOR REBATE REQUESTS ONLY

OLYMPIC PREMIUM PAINT \$5/GAL REBATE

SALE DATE: 06-22-07
LOCATION #: 1120
INVOICE #: 43656

REBATE DESCRIPTION:

58824 GL VALSPAR INT FLT	2.97
52839 GL PREMIUM INT FL	5.00
55402 GL PREH. INT S/G WH	5.00
40322 9-3/8" 6PK ROLLER	6.98
104023 2" CHIP BRUSH LGS	1.38
2 3 0.34	
40352 11" METAL PAINT TR	2.97

INVOICE 43656 SUBTOTAL: 50.81

REQUIREMENTS:

THIS COMPLETED REBATE RECEIPT

2028224
2803431
0503254
0503254
0509025
0509025
1021287
0503251
DEBANKING
Transfer Pr
CAR 5PC SE
CAR 5PC SE
SHOWER ROD
SHOWER ROD

75.02

161

LOWE'S HOME CENTERS, INC.
2301 DAVID H. MCLEOD BLVD.
FLORENCE, SC 29501
(843)413-9276

-SALE-

SALES #: S112043 1123552 01-04-07

24028 24028005 1/2" BRASS 200Z	0.97	H
44441 1/2" 152 WIRE BRAD 10-911	1.97	
219757 1/4" BR BLACKGOLD GRILL B	2.57	
30497 1 1/2" X 16 GALV WIRE BRAD	0.97	
3553 PHE WATT 266 1 1/2 X 1/4	4.96	
3077 PHE MULL 988 1 1/2 X 3/8	5.71	

SUBTOTAL: 17.15

TAX 32276 : 1.27

INVOICE 99833 TOTAL: 20.42

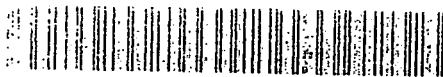
BALANCE: 20.42

21.00

CHANGE: 0.58

1129 TERMINAL: 09 05/04/07 18:58:37

ITEMS PURCHASED: 6
EXCLUDING SERVICES AND SPECIAL ORDER ITEMS



GATORADE INSIDE PASS INSTANT WIN GAME

CHECK YOUR RECEIPT AND YOU COULD WIN
VIP ACCESS AT DAYTONA OR HUNDREDS
OF OTHER GREAT PRIZES. ENTER THE
ACCESS CODE PRINTED ON YOUR RECEIPT
BELOW AT WWW.GATORADE.COM/INSIDEPASS



LOWE'S HOME CENTERS, INC.
2301 DAVID H. MCLEOD BLVD.
FLORENCE, SC 29501
(843)413-9276

-SALE-

SALES #: S1120SU1 131528 06-22-07

98824 GL VALSPAR STG INT S/G BS	28.98
52939 GL PREMIUM INT FL BSEA1 7	5.00
55413 GL PREM INT S/G WH/BSE2	5.00
40322 9-3 FT ROLLER COVERS	6.98
104023 2" CHIP BRUSHES	1.88
2 3	
40352 11" METAL PAINT TRAY	2.87

SUBTOTAL: 50.81

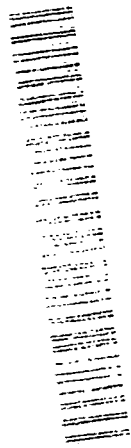
TAX 32276 : 4.06

INVOICE 43656 TOTAL: 54.87

BALANCE DUE: 54.87

CASH : 50.00

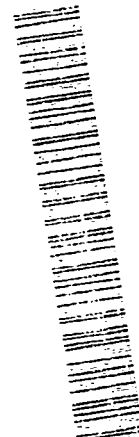
CHANGE : 5.13



SALES #: S1120T01 689425
INVOICE 79969 SUBTOTAL: 2.00

-SALE- 06-15-07

SALES #: S1120T01 689425 2.00 H



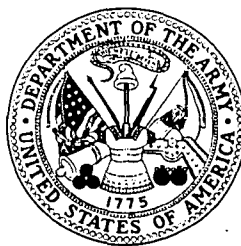
INVOICE 79969 SUBTOTAL: 278.09

SALES #: S1120T01 689425 278.09

LOWE'S HOME CENTERS, INC.
2301 DAVID H. MCLEOD BLVD.
FLORENCE, SC 29501
(843)413-9276

-SALE- 06-15-07

51618 320	
ALUMINUM CONNECTION KIT 3/4"	
203213 FL-300CR012	
8 1/2" CLAMP LIGHT	
185397 110156-1	
12X12 RIGID EBW WIRE GR	
20 3	
0.98	
33858 INCH20841	3.33
AAA ALKALINE DURACELL 57K	2.2
30248 STD 9185	23
(JH) TURV 31/4" WALL PROF	
30130	
HIF CASE 145 2 1/4 X 5/8	
3 0	
7.88	
11665 20522201	13.96
6 2 1/2" 100' 100'	
153930 289408	
10 02 WALL SWR PH/WH/DB 9	
1 3	
2.91	
5.74	



DEPARTMENT OF THE ARMY

CERTIFICATE OF TRAINING

This is to certify that

SANDRA MORGAN

has successfully completed

Thirty hours of Family Child Care continuing education to include:
Safety (1), Emergency Procedures (1), Sanitation (1), Business Management (3),
Medication Administration (2), Recognition of the Ill Child (2), Guidance
Techniques (2), Activity Schedules and Room Arrangements (1), Child Growth
and Development (2), Child Advocacy (2), Assertiveness Training (3), Exceptional
Children (3), FDCERS (1), Child Program Activities (3), Nutrition (3).

Given at Child Development Services
Frankfurt Military Community
APO New York 09710
22 June 1990

Betty Bledsoe
BETTY BLEDSOE
Director, Family Child Care



No 029514

SCHOOL BOARD OF POLK COUNTY

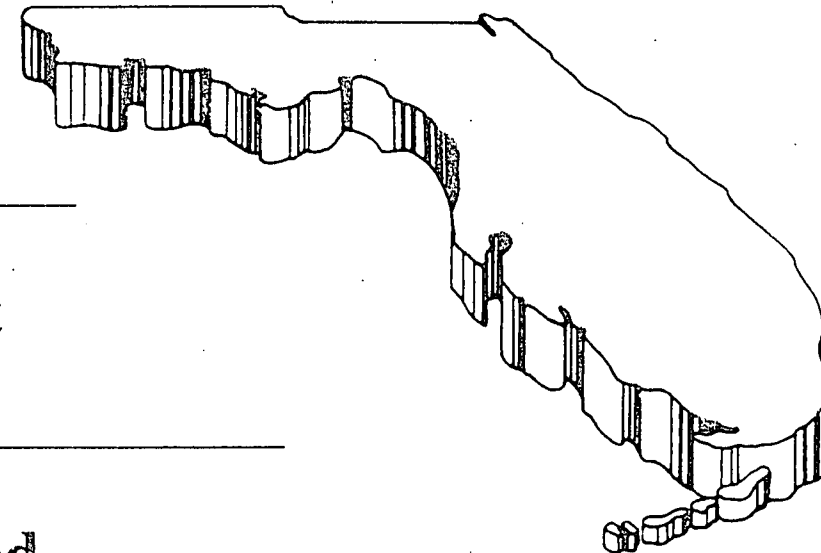
Training Agency/Institution

Certifies That

SANDRA MORGAN

Has Completed

*The 3 Hour Family Day Care Training Course Developed
by The Department of Health and Rehabilitative Services*



[Signature]

Authorized Trainer

1/22/92

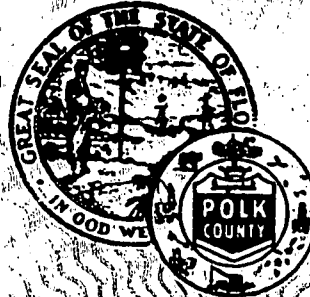
Date

Board of County Commissioners

POLK COUNTY, FLORIDA

Permit No. 93-28

FEBRUARY 4, 1993



This is to certify that

MORGAN FAMILY DAY CARE HOME

Address: 3047 LANTANA CIRCLE AUBURNDALE, FLORIDA 33823

has complied with rules and regulations promulgated by the Board of County Commissioners, Polk County, Florida and Florida Statutes 402.306 Laws of Florida and is authorized to operate a Family Day Care Home for the care of 5 preschool children and 3 of their school age brothers and sisters.

This permit shall expire FEBRUARY 3, 1994

Operator SANDRA GAYE MORGAN

This Permit may be revoked for cause

A handwritten signature in cursive script that reads 'John H. Darné'.

For the DIRECTOR OF POLK COUNTY HEALTH DEPARTMENT



State of Florida

Department of Health and Rehabilitative Services



Certificate No. 94-28

Licensing Agency: Department of Health
(Address and Phone) and Rehabilitative Services

CHILD CARE LICENSING

2090 E CLOWER

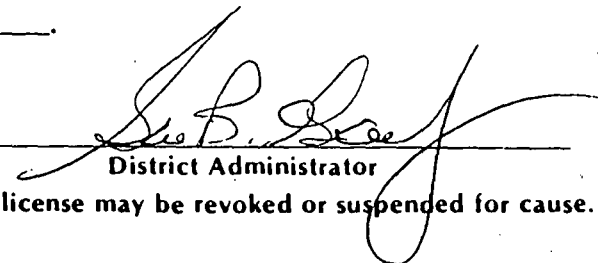
BARTOW, FL 33830 533-3398

EXT. 119

Family Day Care Facility Certificate of License

Know All Men by These Presents: That the Department of Health and Rehabilitative Services being satisfied that the MORGAN FAMILY DAY CARE HOME in the city of AUBURNDALE, County of POLK, State of Florida, has complied with Chapter 10M-10 (the state's minimum family day care home standards) adopted by the Department and authorized in Sections 402.301-319, Florida Statutes, and the Department approves the application of said SANDRA GAYE MORGAN for a license to operate and directs the issuance of this certificate on the 15 day of SEPTEMBER, 1994 to expire on the 14 day of SEPTEMBER, 1995.

APPROVED FOR NIGHT TIME CARE 3 SCHOOL AGE
Maximum Licensed Capacity: 5 PRESCHOOL
Age Range of Children: 6WKS - SCHOOL AGE


District Administrator

This license may be revoked or suspended for cause.



State of New Mexico
Environment Department

Food or Drink Service or Processor Permit

This is to certify that SANDRA MORGAN

Owner of: KINGDOM KIDS DAYCARE

Is hereby granted a permit to operate a food service or processing establishment

At: 410 T-BIRD DRIVE LAS VEGAS NM 87701

Type of Facility: INSTITUTION

Failure to maintain and operate the facility in compliance with the Regulations may result in suspension or revocation of this permit by an authorized representative of this Department. This permit shall be renewed annually.

Date Issued: 30-APR-96

Permit Number: 021170001

Expiration Date: 30-APR-97

Authorizing Official: *Jordan*

Not transferable to another individual or facility

Note: This Permit Must Be Displayed in a Conspicuous Place

**SETTLEMENT AGREEMENT AND
RELEASE AND CONFIDENTIALITY AGREEMENT**

**THIS SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND
CONFIDENTIALITY AGREEMENT** is made this ___ day of October by and between the
parties named.

WHEREAS, James Lee Properties, LLC filed an action to evict Jay and Sandra
Morgan in Florence Magistrate’s Court, Civil Case Number 080012661, alleging the
Morgans were delinquent in their rent payment; and

WHEREAS, Morgans counterclaim denying said allegations and further asserted an
ownership or equitable interest in the property; and

WHEREAS the parties thereafter mutually agreed to transfer the case to Circuit
Court provided the Morgans make unallocated payments of Twelve Hundred and No/100
(\$1,200.00) Dollars per month to James Lee Properties; and

WHEREAS all parties to this Agreement desire to fully and finally resolve this
matter;

NOW, THEREFORE, for and in consideration of the mutual promises herein, the
Morgans and James Lee Properties mutually release each other, their heirs and assigns, from
all actions, causes of action, claims, grievances, demands, damages, costs, injuries and
damages of whatsoever nature, whether past, present, or future arising out of the rent, lease,
sale or relationship of property located at 3694 West Point Drive, Florence, South Carolina.
The Parties fully understand and agree that this settlement is a compromise of a doubtful and
disputed claim, and the compromise made is not to be construed as an admission of liability.
The Parties further state that they have either read the foregoing Release, or have had it read

to them, understand the contents thereof, and sign their same as our free act. Specifically, the Morgans agree to pay James Lee Properties Two Thousand Four Hundred and NO/100 Dollars (\$2,400.00) by October 2, 2008; Twelve Hundred and NO/100 (\$1,200.00) Dollars by November 10, 2008; and Twelve Hundred and NO/100 (\$1200.00) by December 10, 2008. The Morgans further agree to vacate the property by December 31, 2008. In the event the Morgans are more than five (5) days late in any payment, James Lee Properties may obtain a Writ of Ejectment from the Florence County Magistrate for purposes of setting the Morgans out of the property. Upon vacating, the home will be in move-in condition as it was when Morgans took occupancy. In consideration thereof, James Lee Properties will allow the Morgans to continue to reside in the home and release the Morgans from any other claims it may have.

The parties further agree to indemnify one another from any and all loses and damages, including attorney's fees, occurring to, or lost by, the parties due to a breach of this Agreement.

This Agreement shall be interpreted and governed in accordance with the laws of the State of South Carolina, and both parties further agree that should suit arise the proper venue is Florence County and both parties hereby waive their right to a trial in the county of her residence. Both parties acknowledge that a breach of this Agreement would cause them irreparable harm, for which money is inadequate compensation. Accordingly, the parties agree that the non-breaching party shall be entitled to injunctive relief, including the granting of an emergency Temporary Restraining Order, and specific performance to enforce this Agreement, in addition to damages and other available remedies. This Agreement contains the parties' sole and entire Agreement regarding the subject matter hereof, and supersedes any and all other Agreements between them.

The parties acknowledge and agree that no party has made any representations a) concerning the subject matter hereof, or (b) inducing the other party to execute and deliver this Agreement, except those representations specifically referenced herein. The parties have relied on their own judgment in entering into this Agreement. Waivers or modifications of this Agreement, or of any covenant, condition, or limitation contained herein, are valid only if in writing, duly executed by the parties. If any part, clause, or condition of this Agreement is held to be partially or wholly invalid, unenforceable, or inoperative for any reason whatsoever, such shall not affect any other provision or portion hereof, which shall continue to be effective as though such invalid, inoperative, or unenforceable part, clause or condition had not been made.

Dated this ____ day of October, 2008.

WITNESS

James Lee Properties, LLC

WITNESS

WITNESS

Jay Morgan

WITNESS

WITNESS

Sandra Morgan

WITNESS

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

COURT OF COMMON PLEAS
2008-CP-21-1311

James Lee Properties)

vs.)

Sandra Morgan)

DEFENDANT)

TRANSCRIPT OF RECORD

August 3, 2009
Florence, South Carolina

B E F O R E:

THE HONORABLE THOMAS A. RUSSO, JUDGE.

A P P E A R A N C E S:

GARY I. FINKLEA, ESQ.
Attorney for the Plaintiff

Defendant's Pro se

KESHIA REED
Official Court Reporter

1 statements in regard to the roster being mailed to
2 Ms. Morgan and Ms. Morgan was not present. I don't
3 believe she's provided the Court with any good cause to
4 excuse her from not being here the last hearing to contest
5 this matter. I know this court is concerned with doing
6 equity to all parties even in the face of a procedural
7 rule. But even as Ms. Morgan states here today, my
8 clients never intended to rent this property to Ms.
9 Morgan. And she never intended to rent it from them.
10 They don't want to rent it. They not in the rental
11 business. They in the selling business. And the simple
12 fact is Ms. Morgan can't get financing to purchase this
13 property and they need her out.

14 Another interesting issue that's come to light
15 since the last hearing is that under the previous orders
16 actually of Judge Harwell when this case was transferred
17 in the circuit, and a copy of that order is placed in the
18 record, Ms. Morgan was required to make monthly payments
19 to the plaintiffs and she has not made the monthly payment
20 for the month of July. And therefore, she's not made a
21 payment in over 30 days. In addition to not showing up
22 for court and all the other issues, we don't think Ms.
23 Morgan has provided a good enough reason for the Court to
24 reopen this case. Thank you, Your Honor.

25 THE COURT: All right. Ms. Morgan, I'm going to

ARGUMENT

I have lost the place that was to be our home after starting to make it a home. We went into this on words and promises and trusting the owners of the home and the mortgage company to do what they say. They said "we could get you in that house if your credit score was 580 or more". I have the report to prove it was. "We will put appliances in the house, fix the door and floor and replace carpet and paint". We would be given credit to paint and do the carpet ourselves. They replaced the back door with no knobs and a board was nailed over it to secure the door. Nothing else was done. Not the leak, the broken window, the glass and wood debris on the back porch, (I had younger children then), no appliances. We were never shown the house but after several visits we happened upon Mr. Lee Haun once and Mr. Barnes said he hadn't been in it since the last tenant. I saw and ad and answered it and thought it just might be true. They gave me no indication of there not being a chance they wouldn't get us financed. Why would you let me move in? I didn't ask them because I had to. They wanted the money that I would get back from our security deposit. And they kept taking the money and gave us the go around about how the financing was going but they kept taking the money and then went silent. If we had of waited till May 1st to move in, the utilities would not be on because we had an obsolete agreement with no replacement. Don't you find that odd? Illegal? We had the ability to pay and stay in the house in a normal situation. I have been self employed over the last 20+ years because I schedule my work around our home schooled children while my husband works days. I have had a licensed childcare business in several states. They hindered my income which alone would have paid the mortgage. We lost 1/3 of our belongings in the move. If they don't rent houses, how can I be evicted for not paying rent? We made our payments but when we questioned what was going on everything was silent. Is it legal to manipulate the buyer and keep the money? Court papers document Attorney Finklea saying they are not in the renting business...They want them out. If the agreement was to pay until financing then we should still be there paying \$1200 that goes towards the payment of the home. I left myself open by mistakenly missing my first court date. That was their case and they got what they wanted, an eviction. Our case, which has its own court number, is not about the eviction but the improper handling of a transaction. I have been called frivolous and my case has no merit. That sounds like harassment. We have suffered a major loss, and my income was hindered for two years. Attorney Fink lea's request for all the court documents we both have and I am not using is in excess and redundant

and is also a cost to me. If James Lee Properties doesn't come up with concrete paperwork answering for the \$94,000 plus loss and court cost I ask that you consider my evidence put before you. I have been chastised for not having a lawyer. I have included a document mailed to me from my previous lawyer Mr. Whisenhunt that I did not open until recently. This document is a settlement agreement by the attorneys and possibly the respondents that I did not know about nor agree upon. This was drawn up without my knowledge. Is court about court business and not the case? Do you see why I struggle along and take my chances and pray for GOD understanding? I don't have money to waste and I don't appreciate it being stolen. The Respondents went all this time knowing the truth, watching me take care of their property, plotting to get us out without returning what was ours. I can't put a nail in the wall without the landlord's approval. Who lets you paint the walls copper, amber, bronze, and brass, which was quite beautiful with the sun hitting it through all the windows? They didn't even have light fixture in many of the living areas. We were willing to patch the holes in the wall and fix the many issues of the home because it was to be our home, 3694 Westpointe Drive. The respondents had every opportunity to make this right more than two years ago. I ask for the money that is owed, punitive damages (which could include the house if not sold) and jail time that is allowed under the law. I am not trying to be rude but this is the end of the road for me and I have tried to comply and respect the court.

SUMMARY OF THE
TERMS OF YOUR LOAN

This loan has an ADJUSTABLE Interest Rate. Your monthly payment will change periodically.

The following information is a description of the key terms of your loan. This form is intended to provide you with "at-a-glance" information in a clear, easy-to-read format, and is not designed to replace any Federally required disclosures. For complete details on this transaction, including your interest rate, margin, index and change dates (if an adjustable rate mortgage); as well as your prepayment charge, if any, please review your Note, Deed of Trust/Mortgage/Security Deed, Truth-in-Lending, Itemization of Amount Financed, and HUD-1 Settlement Statement.

Should you have questions regarding any of the terms of this loan, please contact your mortgage broker, ARROW MORTGAGE, LLC. (843) 679-5557

- This loan has a ADJUSTABLE interest rate of 11.800 %, with an Annual Percentage Rate of 12.307 %.
- The principal loan amount is \$ 176,400.00
Your loan contains a provision for a Balloon payment. Total amount due and due date:
- The loan term is 360 months.
- The monthly payments due, beginning November 01, 2007 , are:

Principal and Interest	\$ 1,739.50
Taxes	\$ PAID BY BORROWER
Insurance	\$ PAID BY BORROWER

Total	\$ 1,739.50
-------	-------------

- The total lender fees are \$ 995.00 . The total broker fees are \$ 3,146.00 .
If your loan is a refinance, these fees may be financed and if so, would be included in the principal balance of your loan. You will also likely incur charges by third parties, such as title insurer and closing agent. Please see your HUD-1 Settlement Statement for a complete itemization of these fees.

Please note this is a Balloon loan. Please refer to your Balloon Note Addendum for full disclosure.

By signing below, Borrower(s) hereby acknowledges reading and understanding the information disclosed above, and having received a copy of this disclosure on the date indicated below.

Borrower JAY MORGAN

Date

Borrower

Date

Loan Number: 231101150

Servicing Number: 000000000-0

Date: 08/23/07

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT (REAL ESTATE)

Provisions preceded by a box (), are applicable only if the box is marked.

[X] PRELIMINARY [] FINAL

LENDER (Creditor): Option One Mortgage Corporation 950 Warren Avenue Suite 100 East Providence, RI 02914

Borrower(s) Name(s): JAY MORGAN SANDRA MORGAN

Loan Type: CONVENTIONAL Loan Program: 938

Address: 3694 W POINTE DR FLORENCE, SC 29501-8587 Property Address: 3694 W POINTE DR FLORENCE, SC 29501-8587

Table with 4 columns: ANNUAL PERCENTAGE RATE, FINANCE CHARGE, AMOUNT FINANCED, TOTAL OF PAYMENTS. Values include 12.307%, \$629,839.10, \$171,334.26, and \$801,173.36.

YOUR PAYMENT SCHEDULE WILL BE:

Table with 3 columns: NUMBER OF PAYMENTS, AMOUNT OF PAYMENTS, WHEN PAYMENTS ARE DUE. Details include 60 payments of \$1,739.50 monthly, 299 payments of \$1,786.19 monthly, and 1 payment of \$162,732.55 on Oct 01, 2037.

VARIABLE RATE:

[X] This transaction is subject to a Variable-Rate Feature. Disclosures about Variable-Rate Feature have been provided to you.

The current index used for this calculation is 5.373%

SECURITY:

You are giving a security interest in the Property located at: 3694 W POINTE DR FLORENCE, SC 29501-8587

LATE CHARGE:

If you are more than FIFTEEN days late in making any payment, you will pay a late charge of [] the lesser of [] the greater of [X] an amount equal to [] \$ [X] 5.000 of the overdue payment of principal and interest.

INSURANCE:

You may obtain property insurance from anyone you want that is acceptable to Lender.

FILING/RECORDING FEE:

[X] \$ 13.00

PREPAYMENT:

If you pay off early, you [] may [X] will not have to pay a fee. [] may [X] will not be entitled to a refund of part of the finance charge.

ASSUMPTION:

Someone buying your home, [] cannot assume the remainder of the mortgage on the original terms.