

THE STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals

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APPEAL FROM YORK COUNTY
Court of Common Pleas

SC Court of Appeals

Teasa K. Weaver, Master in Equity Court Judge

2019-001968

Edgar Bruce Massey..... Respondent

v.

James Anthony Fanning, Danny Joseph Baker,
Michael Kaminski, a/k/a Michael Kaminsky,
And Republic Finance, LLC,

Of Whom James Anthony Fanning is Appellant..... Appellant

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS
CASE NO. 2017-CP46-00004

Edgar Bruce Massey,

Plaintiff,

ORDER

vs.

James Anthony Fanning; Danny
Joseph Baker; Michael Kaminski,
a/k/a Michael Kaminsky; Republic
Finance, LLC,

Defendants.

This matter came before me pursuant to an Order of Reference for trial on December 4, 2018 regarding Plaintiff's claim for quiet title and partition of the subject properties. Present at the hearing: Plaintiff Edgar Bruce Massey, Plaintiff's attorney J. Martin Foster, Defendant James Anthony Fanning ("Fanning") and his attorney, James W. Boyd. Defendants, Danny Joseph Baker ("Baker"), Michael Kaminski ("Kaminski"), and Republic Finance, LLC ("Republic"), were not present or represented at the hearing. No information being provided as to the existence of any persons designated as John Doe or Richard Roe, and neither having been appointed a Guardian ad litem, all claims against those parties are dismissed.

FINDINGS OF FACT

Based on the record presented, including all testimony and exhibits, I make the following findings of fact. I have also considered and weighed the credibility of the witnesses and the documentary evidence in making these findings.

The properties subject of this action, herein referred to as "Parcel 1" and "Parcel 2", are described as follows:

Parcel 1:

All that certain piece, parcel or lot of land lying, being and situate on the eastern side of Saluda Road in the City of Rock Hill, York County, South Carolina and being more particularly shown and described on plat of property drawn by Leonard H. Patterson as follows: BEGINNING at a point on the eastern edge of Saluda Road joint front corner of within property and property of Massey and

Fanning and running thence N. 21-54 E. 137.2 feet to a point; thence in an easterly direction along the edge of Blackmon Street for a distance of 169 feet to a point; thence S. 20-44 W. 186.5 feet to an iron; thence N. 68-06 W. 170 feet to the point of beginning.

Tax Map No. 623-01-01-014

Parcel 2:

All that certain piece, parcel or lot of land lying, being and situate in the on the eastern side of Saluda Street City of Rock Hill, County of York, State of South Carolina and being more particularly shown and described on plat of property drawn by Leonard H. Patterson, as follows: Beginning at a *point on* the eastern edge of Saluda Street, joint corner of within property and property now or formerly of W. R. Rast, Jr., said point being 137.2 feet from the southern edge of Blackman [*sic*, properly Blackmon] Street and *running* thence S. 68-06 E. 170 feet to a point; thence *turning* S. 77-00 E. 78.5 feet to a point; thence running S. 83-08 E. 82.5 feet to a *point*; thence running S. 86-45 E. 145 feet to an old iron; thence running N. 87-03 E. 113.2 feet to an old iron; thence running S. S. [*sic*] 43-23 W. 270 feet to an iron; thence running N. 53-03 W. 516.1 feet to an iron on the eastern edge of Saluda Street; running thence with said edge of said Street N. 21-54 B. 52.4 feet to the point of beginning; containing 2.03 acres more or less; together with the right and privilege to use a certain 20 foot alley having a depth of 150 feet and leading from the eastern portion of the tract herein described to Marshall Road.

Tax Map Nos. 623-01-01-003 and 623-01-01-008

The Plaintiff and Fanning are each the owners of a one-half interest in both Parcel 1 and Parcel 2, having received the first by Deed dated July 9, 1980 and recorded on July 14, 1980 in Deed Book 616, Page 430 in the Office of the Clerk of Court for York County, William Holman Rast and Marie M. Rast grantors; and the second by Deed dated June 15, 2006 and recorded on July 11, 2006 in Record Book 08193, Page 00017 in the Office of the Clerk of Court for York County, Bettye R. Thomas, grantor.

Parcel 1 consists of a single lot upon which is placed a building and thirteen mobile homes. The building is used by Fanning as a paint and body shop ("Shop"). The mobile homes are not a part of the realty and are owned and titled individually either to the Plaintiff or Fanning. They do not share rents, profits, losses or expenses to maintain these homes. They do not share in the control or management of their homes. The Plaintiff and Fanning share in the payment of the property taxes, and water and insurance for the Shop. There was no evidence presented that Plaintiff and Fanning share similar expenses or liabilities for the mobile homes.

Parcel 2 contains a home that has been divided into two apartments. Fanning also created another mobile home space, making an equal number of spaces at fourteen. Like the homes on Parcel 1, no rent, profits, expenses or liabilities are shared between the Plaintiff and Fanning. The Plaintiff and Fanning share payment of property taxes, and water and insurance for the apartment building.

Neither property is mortgaged or encumbered by any lien(s).

In October of 1979, Plaintiff and Fanning signed an agreement ("1979 Agreement" or "Agreement") regarding Parcel 1, a copy of which was entered into evidence without objection. (Plaintiff's exhibit 1). The parties concur that the Agreement is not applicable to Parcel 2.

On May 6, 2016, Fanning signed an agreement with Baker to rent the Shop and purchase his one-half interest in Parcel 1. (Plaintiff's exhibit 7). This agreement was amended by Fanning and Baker on October 21, 2016. (Plaintiff's exhibit 8). Baker paid Fanning \$10,000.00 (\$6000.00 deposit and \$4000.00 for one month of rent). Fanning did not receive Plaintiff's consent prior to initiating and/or signing these agreements. The Plaintiff did not receive any portion of these amounts paid to Fanning.

Baker then rented the Shop to Kaminski, without the consent of Fanning or the Plaintiff. Kaminski used and occupied the building for four months. The Plaintiff nor Fanning received any payments for Kaminski's use or possession.

Fanning also admitted he received rents from Doug's Auto for their use and possession of the Shop or part of the building for two months.

Defendants Baker and Republic Finance are in default. Thus, the allegations of the pleadings are deemed admitted.

CONCLUSIONS OF LAW

Based on the record presented and the findings of fact herein, I make the following conclusions of law.

A. Quiet Title

Plaintiff requests that title to Parcel 1 be quieted in his and Fanning's favor, forever barring any interests or claims by the remaining Defendants. A person in possession of real property may bring an action against any who could claim an adverse interest in the same, to determine the rights of the parties. S.C. Code Ann. § 15-67-10 (1976, as amended). Based upon the evidence, title to Parcel 1 has been proven to be held entirely by Plaintiff and Fanning, each

owning an undivided one-half interest. The remaining Defendants, Baker, Kaminski and Republic Finance have no interest or claim to Parcel 1.

B. Partnership and Partition

Plaintiff seeks dissolution of a partnership alleged to be created by the 1979 Agreement, and partition of both properties. Fanning denies a partnership was created, asserting that neither their joint ownership of the property, nor their conduct support such a finding. Also, Fanning points out that the Plaintiff expressly waived his right to partition in the 1979 Agreement.

A partnership was not created by the 1979 Agreement. "A 'partnership' is an association of two or more persons to carry on as co-owners a business for profit." S.C. Code Ann. § 33-41-210 (1976, as amended). "In determining whether a partnership exists, ... [j]oint tenancy, tenancy in common, tenancy by the entireties, joint property, common property or part ownership does not of itself establish a partnership, whether such co-owners do or do not share any profit made by the use of the property." S.C. Code Ann. § 33-41-220(2) (1976, as amended). The following factors are used to determine if a partnership exists: (1) the sharing of profits and losses; (2) community of interest in capital or property; and (3) community of interest in control and management. *Halsberg v. Berry*, 302 S.C. 97, 394 S.E.2d 7 (Ct. App. 1990) (citation omitted).

The 1979 Agreement contains some language to support Plaintiff's position. It states the parties' intention to continue their partnership in the real estate and trailer park. It provided for the sharing of profits and losses. It includes terms of how the real property or building thereon by will be controlled and managed by requiring mutual consent to sale, convey, partition, or make certain improvements.

However, it lacks details regarding the control and management of the business, namely the trailer park. Further, the parties' dealings with each other and the public do not align whatsoever with the terms of the Agreement. Each mobile home is owned individually by the parties. They have not and do not share the rents they collect, or the losses and expenses incurred to rent and maintain the homes. The liabilities they share in the payment of taxes on the real property, or utilities and insurance for the business building are not so different from other joint owners of property. They do not share in the control or management of their homes, and in the last few years have had little to no contact with each other. There was also no evidence they interacted with the public in a manner supporting a partnership. The parties simply divided the

existing spaces to rent, which at first was uneven thirteen. It was later that Fanning added a mobile home space to Parcel 2, making the total number of spaces between them an even fourteen. This conduct demonstrates they ignored the terms of the Agreement, setting up separate businesses, not a partnership.

The question now turns to whether the Plaintiff should be granted a partition despite his express waiver in the Agreement. Equity should not "lend its aid to one who has been guilty of inequitable conduct in the subject matter." *Masonic Temple, Inc. v. Ebert*, 199 S.C. 5, 18 S.E.2d 584 (1942). Though neither party adhered to the terms of the Agreement, Fanning further ignored its terms by signing both contracts with Baker without Plaintiff's consent, and by withholding rents.¹ It would be inequitable to prohibit Plaintiff from partition based upon the same terms Fanning disregarded.

As to the partition of Parcel 2, both the Plaintiff and Fanning agree that partition is proper. Also, both agree that neither property can be fairly and equitably partitioned in kind.

In accordance with §15-61-110 and Rule 71(d)(3) S.C.R.C.P., I conclude that the Plaintiff's attorney's fees and costs, as well as any further expenses of a sale should be paid from the proceeds of the sale of the property, whether paid by Fanning if he chooses to purchase the properties, or paid as a result of a sale.

C. Accounting

Plaintiff is entitled to an accounting by Fanning regarding payment of common expenses on the properties and for an accounting of all rents Fanning received from Baker. *See Screven v. Joyner*, 10 S.C. Eq. 252 (Ct.App.1833) (A cotenant is entitled to be compensated for any payments he made toward the common burdens of himself and the defendant), *see also Griffin v. Griffin*, 82 S.C. 256, 64 S.E. 160 (1909) (A tenant in common is liable for profits made or rents actually received).

At trial, Fanning admitted to owing a one-half portion of a water bill (no amount specified), and \$400.00 toward an insurance payment on the apartment house, however, Plaintiff failed to prove he is entitled to reimbursement. Nonetheless, any amounts still owing by either party regarding common expenses, may be accounted for at a later hearing and paid from the proceeds of a sale. Further, the evidence does not support appointment of a receiver at this time.

¹ According to the Agreement, the parties waived any right to "initiate and pursue" any action to sale or divide the property or make any change "of any form or manner whatsoever" without their mutual consent, and to equally share rents of the "business building".

See Midlands Utility, Inc. v. South Carolina Dept. of Health and Environmental Control, 301 S.C. 224, 391 S.E.2d 535 (1989) (Appointment of a receiver is within the discretion of the Court and considered "... a drastic remedy, and should be granted only with reluctance and caution.").

D. Cross-Claims

Fanning is entitled to receive a full accounting of all rents received by Baker from Kaminski and to be compensated for the four months Baker allowed Kaminski use and possession of the Shop. The rental value of the property according to the agreement with Baker was \$4000.00 per month. Fanning also requested judgment against Kaminski for payment of the same amount of rent; however, no such claim against Kaminski could be found in the pleadings.

Having failed to appear at trial and offer any evidence, all claims alleged by Kaminski are dismissed with prejudice.

ORDER

Based on the findings and conclusions recited above, it is ordered as follows:

1. Title to both subject properties are quieted in favor of the Plaintiff and Fanning, each having an undivided one-half interest. Any and all interests or claims that Defendants Baker, Kaminski and Republic Finance, LLC may have as to Parcel 1 are extinguished.
2. Plaintiff's request for partition of the subject properties is granted; neither property to be partitioned in kind.
3. Fanning may request to partition by allotment, or the parties may agree to proceed by private or public sale. If neither is done within thirty (30) days from the date of this order, either may request a hearing for the Court to determine the manner of partition.
4. None of the mobile homes individually owned by the Plaintiff or Fanning are a part of the real property to be partitioned, and the parties are entitled to remove such personal property prior to partition. If either party wishes to include such personalty with a sale of the property, this will not change the parties' one-half interest in the sale proceeds.
5. Either party may request a hearing to determine any amounts owed for common expenses that should be paid out of the sale proceeds.
6. Fanning shall provide to Plaintiff a full accounting of all amounts received from Baker regarding the aforementioned agreements. Fanning shall also pay the Plaintiff \$5000.00, one-half of the payments Fanning received from Baker.
7. Fanning shall provide to Plaintiff a full accounting of all amounts received by Doug's

Auto for its rental of the Shop, and shall pay to the Plaintiff one-half of those amounts received.

8. Plaintiff's request for appointment of a receiver is denied at this time, without prejudice to the Plaintiff's right to seek appointment a later time.

9. Baker shall provide a full accounting to Fanning of all amounts received from Kaminski for rental and use of the Shop. Baker shall also pay Fanning \$16,000.00 (four months' rent at \$4000.00 per month). If any of these amounts are received, Fanning shall account for and pay the Plaintiff his one-half portion.

10. All claims by Kaminski are dismissed with prejudice.

11. All claims against John Doe or Richard Roe are dismissed.

12. Ruling on the amount of attorneys' fees and costs will be reserved until completion of this matter.

AND IT IS SO ORDERED.

Teasa K. Weaver
Master in Equity for York County
E-Signature Page to Follow

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF YORK
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP4600004

Edgar Bruce Massey,
PLAINTIFF(S)

James Anthony Fanning, et al.,
DEFENDANT(S)

DISPOSITION TYPE (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 a 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 restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **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:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on _____.

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



York Common Pleas

Case Caption: Edgar Bruce Massey VS James Anthony Fanning , defendant, et al
Case Number: 2017CP4600004
Type: Master/Order/Partition and Form 4

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2019-09-23 12:47:30 page 10 of 10

STATE OF SOUTH CAROLINA
COUNTY OF York
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP4600004

Edgar Bruce Massey
PLAINTIFF(S)

James Anthony Fanning et al
DEFENDANT(S)

DISPOSITION TYPE (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 a 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 or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **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:

On October 17, 2019, Defendant's Motion to alter or amend the order granting partition was heard. Present were J. Martin Foster for the Plaintiff and James W. Boyd for Defendant Fanning. After hearing from counsel, I denied Defendant's request to alter or amend the ruling. Either party may at this time request a hearing for the Court to determine the manner of partition if they have not yet reached an agreement.

JUDGE'S SIGNATURE PAGE TO FOLLOW

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 11/06/2019 .

Richard Roe
John Doe
Republic Finance LLC
Michael Kaminsky
Michael Kaminski for Michael Kaminski, Michael Kaminski
Michael Kaminski for Michael Kaminski
Danny Joseph Baker
Michael Kaminski for Michael Kaminski

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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York Common Pleas

Case Caption: Edgar Bruce Massey VS James Anthony Fanning , defendant, et al
Case Number: 2017CP4600004
Type: Order/Electronic Form 4

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2019-11-06 10:27:57 page 3 of 3

ELECTRONICALLY FILED - 2019 Nov 06 10:35 AM - YORK - COMMON PLEAS - CASE#2017CP4600004

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

SUMMONS

C.A. No. 17-CP-46-00004

FILED-RECEIVED
2017 JAN -4 PM 4:25
DAVID HAMILTON
C.C.P. & S.
YORK COUNTY, SC

EDGAR BRUCE MASSEY,

Plaintiff,

vs.

JAMES ANTHONY FANNING,
DANNY JOSEPH BAKER,
MICHAEL KAMINSKI, a/k/a MICHAEL KAMINSKY,
REPUBLIC FINANCE, LLC, a Delaware limited liability company,
JOHN DOE, a fictitious person representing the class of all unknown adult, mentally competent, unimprisoned, non-military persons, who claim any right, title or interest in, or lien upon, the real estate described in the Complaint herein; and

RICHARD ROE, another fictitious person representing the class of all unknown persons who are either: under the age of eighteen (18) years, imprisoned, or in the Armed Forces, and who claim any right, title or interest in, or lien upon, the real estate described in the Complaint, which fictitious persons include, but are not limited to, all unknown heirs at law, distributees, devisees or assigns of any deceased heirs, and all persons entitled to claim under or through them, or any of them,

Defendants.

TO THE DEFENDANT(S) ABOVE-NAMED:

IF UPON AN INDIVIDUAL, OTHER THAN A MINOR, OR AN INCOMPETENT PERSON, CORPORATION, PARTNERSHIP, OR OTHER UNINCORPORATED ASSOCIATION WHICH IS SUBJECT TO SUIT UNDER A COMMON NAME:

YOU ARE REQUIRED to answer the Complaint in this action and to serve a copy of your Answer on the subscriber of this Summons at 223 East Main Street, Suite 520, Post Office Box 106, Rock Hill, South Carolina 29731, within thirty (30) days after service of this Summons, exclusive of the day of service.

YOU ARE NOTIFIED that in case of your failure to appear and defend within thirty (30) days after service of this Summons, judgment by default will be rendered against you for the relief demanded in the Complaint.

IF UPON A MINOR, A PERSON JUDICIALLY DECLARED INCAPABLE OF CONDUCTING HIS OWN AFFAIRS, OR AN INCOMPETENT PERSON:

YOU ARE NOTIFIED if you have a representative, such as a general guardian, committee, conservator, or other like fiduciary, the representative may defend on your behalf.

If you are not otherwise represented in this civil action or the Court shall deem it proper, the Court shall appoint a Guardian *ad Litem* for you.

If you are a minor party of the age of 14 years or over, you may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If you are a minor party under the age of 14 years, your parent, general or testamentary guardian, relative or friend may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

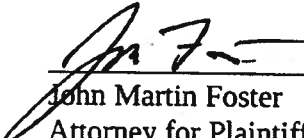
If you are an imprisoned person, you, your relative or friend may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If no application for the appointment of a Guardian *ad Litem* is made by or in your behalf within Thirty (30) days after service of this Summons upon you, then the undersigned as attorney for the Plaintiff will make application for the appointment of such Guardian *ad Litem*, after first giving notice of such application to the person or persons to whom such notice must be given under Rule 17(d)(3), (4), or (5), S.C.R.C.P.

IF UPON THE UNITED STATES OF AMERICA:

YOU ARE REQUIRED to answer the Complaint in this action and to serve a copy of your Answer on the subscriber of this Summons at 223 East Main Street, Suite 520, Post Office Box 106, Rock Hill, South Carolina 29731, within Sixty (60) days after service of this Summons, exclusive of the day of service.

YOU ARE NOTIFIED that in case of your failure to appear and defend within Sixty (60) days after service of this Summons, judgment by default will be rendered against you for the relief demanded in the Complaint.



John Martin Foster
Attorney for Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, S.C. 29730

Post Office Box 106
Rock Hill, S.C. 29731

803 324-8100
803 324-8109: Fax
jmfoster@comporium.net

January 3, 2017

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

COMPLAINT

C.A. No. 17-CP-46-00004

FILED-RECEIVED
2017 JAN 6 PM 4:25
DAVID HAMILTON
C.C.P. & G.S.
YORK COUNTY, SC

EDGAR BRUCE MASSEY,

Plaintiff,

vs.

JAMES ANTHONY FANNING,
DANNY JOSEPH BAKER,
MICHAEL KAMINSKI, a/k/a MICHAEL KAMINSKY,
REPUBLIC FINANCE, LLC, a Delaware limited liability company,
JOHN DOE, a fictitious person representing the class of all unknown adult, mentally competent, unimprisoned, non-military persons, who claim any right, title or interest in, or lien upon, the real estate described in the Complain herein; and

RICHARD ROE, another fictitious person representing the class of all unknown persons who are either: under the age of eighteen (18) years, imprisoned, or in the Armed Forces, and who claim any right, title or interest in, or lien upon, the real estate described in the Complaint, which fictitious persons include, but are not limited to, all unknown heirs at law, distributees, devisees or assigns of any deceased heirs, and all persons entitled to claim under or through them, or any of them,

Defendants.

The Plaintiff above named, complaining of the Defendants herein, would respectfully show:

1. The Plaintiff and, on knowledge and information, the following Defendants are residents of York County, South Carolina:

JAMES ANTHONY FANNING,
DANNY JOSEPH BAKER,
MICHAEL KAMINSKI, a/k/a MICHAEL KAMINSKY,

2. On knowledge and information, the Defendant REPUBLIC FINANCE, LLC is a limited liability company incorporated in Delaware, and having Capital Corporate Services, Inc.

located at 2 Office Park Court, Columbia, S.C. named as its Registered Agent for service of process.

3. The Defendant or Defendants designated as JOHN DOE is or are a fictitious person representing the class of all unknown adult, mentally competent, unimprisoned, non-military persons, who claim any right, title or interest in, or lien upon, the real estate described in the Complaint herein.
4. The Defendants designated as RICHARD ROE is or are another or other fictitious person or persons representing the class of all unknown persons who are either: under the age of eighteen (18) years, imprisoned, or in the Armed Forces, and who claim any right, title or interest in, or lien upon, the real estate described in the Complaint, which fictitious persons include, but are not limited to, all unknown heirs at law, distributees, devisees or assigns of any deceased heirs, and all persons entitled to claim under or through them, or any of them.
5. The other residency of the other Defendants is unknown.
6. This Civil action is to quiet title as to real estate located within York County, South Carolina, and to obtain remedies relating to the partnership between the Plaintiff and the Defendant JAMES ANTHONY FANNING.

FIRST CAUSE OF ACTION:

QUIET TITLE

7. On knowledge and information, by a deed dated July 9th, 1980, and recorded July 14th, 1980 in Deed Book 616 at Page 430 in the Office of the Clerk of Court for York County, William Holman Rast and Marie M. Rast conveyed to James Anthony Fanning and Edgar Bruce Massey that real property, the same being described as follows:

All that certain piece, parcel or lot of land lying, being and situate on the eastern side of Saluda Road in the City of Rock Hill, York County, South Carolina and being more particularly shown and described on plat of property drawn by Leonard H. Patterson as follows: BEGINNING at a point on the eastern edge of Saluda Road joint front corner of within property and property of Massey and Fanning and running thence N. 21-54 E. 137.2 feet to a point; thence in an easterly direction along the edge of Blackmon Street for a distance of 169 feet to a point; thence S. 20-44 W. 186.5 feet to an iron; thence N. 68-06 W. 170 feet to the point of beginning.

Tax Map No. 623-01-01-014

8. On knowledge and information, by a deed dated June 15th, 2006 and recorded July 11th, 2006, in Record Book 08193 at Page 00017 in the Office of the Clerk of Court for York County, Bettye R. Thomas conveyed to James Anthony Fanning and Edgar Bruce Massey that real property, the same being described as follows:

All that certain piece, parcel or lot of land lying, being and situate in the on the eastern side of Saluda Street City of Rock Hill, County of York, State of South Carolina and being more particularly shown and described on plat of property drawn by Leonard H. Patterson, as follows: Beginning at a point on the eastern edge of Saluda Street, joint corner of within property and property now or formerly of W. R. Rast, Jr., said point being 137.2 feet from the southern edge of Blackman [sic, properly Blackmon] Street and running thence S. 68-06 E. 170 feet to a point; thence turning S. 77-00 E. 78.5 feet to a point; thence running S. 83-08 E. 82.5 feet to a point; thence running S. 86-45 E. 145 feet to an old iron; thence running N. 87-03 E. 113.2 feet to an old iron; thence running S. S. [sic] 43-23 W. 270 feet to an iron; thence running N. 53-03 W. 516.1 feet to an iron on the eastern edge of Saluda Street; running thence with said edge of said Street N. 21-54 B. 52.4 feet to the point of beginning; containing 2.03 acres more or less; together with the right and privilege to use a certain 20 foot alley having a depth of 150 feet and leading from the eastern portion of the tract herein described to Marshall Road.

Tax Map No.s 623-01-01-003 and 623-01-01-008

9. On knowledge and information, the Defendants have, or may claim, an interest in the subject real property, but the Plaintiff knows of no instrument of record or other legitimate basis upon which any person might base an interest in the subject real property adverse to the Plaintiffs.
10. Contemporaneously with the filing of this Complaint, the Plaintiff has filed with the Clerk of Court for York County a notice of *Lis Pendens* as to the subject real property.
11. The Plaintiff does not wish to continue holding the property as a tenants in common with the Defendant FANNING or the other Defendants. On knowledge and information, the subject real property in question is not capable of a partition in kind or by allotment.
12. The Plaintiff has expended various sums for the upkeep of the property, for the investigation of this matter and the prosecution of this civil action, and for other necessary purposes and, on knowledge and information, is entitled to reimbursement for those amounts. His actions and expenditures relative to this civil action have been, were or are expected to benefit all parties hereto and to create a common fund.
13. On knowledge and information, and pursuant to S.C. Code § 15-61-110 (West) and Rule 71(d)(3), S.C.R.C.P., the actions of the Plaintiff will have benefited all parties herein. On

knowledge and information, the same should be apportioned among the parties according to their respective ownership interest in the above-referenced real estate.

14. The Plaintiff institutes this action for partition of the subject real property against the Defendants pursuant to S.C. Code §§ 15-61-10 *et seq.* (West)., and for a declaration of their respective rights, status and legal relations, pursuant to S.C. Code § 15-53-20 (West).

15. On knowledge and information, for the reasons set out and referenced herein, due to the status of the subject real property, the said property is subject to fair and equitable partition in kind, and the Plaintiff is entitled to an order of this Court:

- a) Declaring the ownership of the subject real property;
- b) Declaring the existence and status of the named parties and of any other estates which may have ownership interests in the subject real property;
- c) Directing the division or sale of the said property upon reasonable terms and the distribution of the property and/or proceeds, pursuant to Rule 71, S.C.R.C.P. And any other applicable precedent; and
- d) For any declaratory relief necessary to effect such partition and/or distribution.

16. On knowledge and information, the parties hereto are all persons who have or claim any interest which would be affected by the said declaration of rights, and no declaration shall prejudice the rights of persons not parties to the said proceeding, within the meaning of S.C. Code § 15-53-80 (West).

17. On knowledge and information, and pursuant to S.C. Code § 15-61-20 (West), a severance or partition of the subject real property will work no prejudice or hurt to any person or persons, their heirs or successors, other than such as are parties unto this partition action, their executors and assigns.

SECOND CAUSE OF ACTION

PARTNERSHIP

18. All matters, set out elsewhere in this Complaint and consistent herewith, are realleged hereby as fully as if set out herein.

19. The Plaintiff and Defendant JAMES ANTHONY FANNING are now, and at all times mentioned were, partners doing business as the operators of a mobile home park and rental area located on the real property described herein above.
20. Within the last year past and prior to the commencement of this action, the Defendant FANNING became indebted to the Plaintiff for utility payments, taxes, goods, wares, and merchandise, and for services rendered to the Defendant at Defendant's instance and based upon the agreement of FANNING and the Plaintiff that such expenses would be shared equally.
21. The expenses, work, labor, and services performed, and the materials furnished, by the Plaintiff were of the reasonable value of the amounts actually expended.
22. No part of the above-mentioned indebtedness to the Plaintiff has been paid, notwithstanding demand for payment made on the Defendant FANNING by the Plaintiff.
23. The Plaintiff has demanded that the partnership be dissolved, its assets liquidated, and the respective shares of the Plaintiff and Defendant FANNING be distributed; but Defendant refuses to do so.

WHEREFORE, the Plaintiff prays that this Court:

- A. Assume jurisdiction of this case;

AS TO THE FIRST CAUSE OF ACTION:

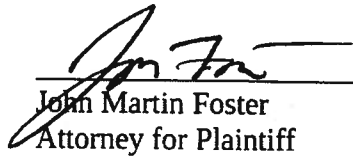
- B. Issue its Order for Service By Publication, for appointment of Guardian *ad litem Nisi*, and any other temporary relief usual or necessary to similar civil actions;
- C. Determine the existence and status of the owners and claimants of the subject real property herein;
- D. Direct the sale or partition of the said real property upon reasonable terms and distribute the proceeds, pursuant to Rule 71, S.C.R.C.P. and any other applicable precedent;
- E. Issue its Order for any declaratory relief necessary to effect such sale, partition and/or distribution;
- F. Award Plaintiff his attorney's fees herein, and assess the same against any and all parties in interest, pursuant to S.C. Code § 15-61-110 (West) and Rule 71(d)(3), S.C.R.C.P.;

AS TO THE SECOND CAUSE OF ACTION:

- G. Issue its Order dissolving the partnership now existing between the Plaintiff and Defendant JAMES ANTHONY FANNING;
- H. Require the Defendant FANNING to account for all transactions, affairs, and assets of the partnership business;
- I. Appoint a receiver, with full power and authority to collect and receive all money now due or to become due the partnership, to pay all debts of the partnership now due or to become due, to sell the property, assets, and effects of the partnership, and to distribute the surplus assets, after payment of partnership liabilities, to the Plaintiff and Defendant FANNING according to their respective interests;

AS TO ALL CAUSES OF ACTION:

- J. Include a prayer for any other relief which may be authorized under other causes of action; and
- K. Award or allow Plaintiff such other and further relief as this Court may deem just and proper.


John Martin Foster
Attorney for Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, S. C. 29730

Post Office Box 106
Rock Hill, S. C. 29731-6106

803 324-8100
803 324-8109: Fax
jmfoster@comporium.net

January 3, 2017

Rock Hill, South Carolina

207C7460000A
VERIFICATION

Edgar Bruce Massey
Edgar Bruce Massey

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: 07/20/2019

FILED-RECEIVED
2017 JAN -4 PM 4:25
DAVID HAMILTON
C.C. B. AGS.
YORK COUNTY, SC

2017CP4600004

STATE OF SOUTH CAROLINA]
]
COUNTY OF YORK]

VERIFICATION

PERSONALLY appeared before me Edgar Bruce Massey by Linda A. Massey, his attorney in fact, being duly sworn, deposes and says that he is the Plaintiff in the foregoing action; that he has read the within Complaint; and that the facts stated therein are true of his own knowledge, except for those matters alleged therein on knowledge and information, and as to those, he believes them to be true.

Linda A. Massey
Edgar Bruce Massey by
Linda A. Massey, Attorney in fact

SWORN TO and subscribed before me
this date of January 4, 2017

J. F. S.
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: 07/20/2019

FILED-RECEIVED
2017 JAN -4 PM 4:25
DAVID HAMILTON
CLERK & C.S.
YORK COUNTY, SC

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Edgar Bruce Massey,

Plaintiff,

-vs-

James Anthony Fanning, Danny Joseph
Baker, Michael Kaminski, a/k/a Michael
Kaminsky, Republic Finance, LLC, a
Delaware Limited Liability Company.

Defendants.

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

Case NO.: 2017-CP-46-00004

ANSWER AND CROSSCLAIM OF
DEFENDANT,

JAMES ANTHONY FANNING

DAVID HAMILTON
CLERK
CIRCUIT COURT
YORK COUNTY, SC

2017 FEB -9 AM 11:39

FILED-RECEIVED

The Defendant, James Anthony Fanning above named answering the Complaint of the Plaintiff would respectfully show:

1. The Plaintiff admits the jurisdictional allegations contained in Paragraphs One (1) through Six (6) of the Complaint.
2. The Defendant, Anthony Fanning admits the allegations in Paragraphs Seven (7) and Eight (8) of the Complaint.
3. The Defendant, Anthony Fanning admits the allegations in Paragraphs Nine (9) and Ten (10) of the Complaint.
4. The Defendant denies the allegations of Paragraphs Eleven (11) through Seventeen of the Complaint.

The Defendant, James Anthony Fanning would show that the Parties entered into an agreement concerning the subject property on October 5, 1979. Paragraph one of the agreement provides in part as follows, "the Parties specifically understand that they are hereby waiving any right they may have to initiate and pursue any partition or similar action to unilaterally force any sale or division of the subject property; the Parties specifically understand and declare that there shall be no changes of any form or manner whatsoever in the subject property without the mutual consent of each." A copy of the agreement is attached hereto, marked Exhibit A and by reference is made apart hereof.

5. The allegations of Paragraph Eighteen (18) require no response.

6. The Defendant denies the allegations in Paragraph Nineteen (19) of the Complaint to the extent that the Parties jointly operate a mobile home park and rental area. The Plaintiff and Defendant each collect rent from certain units within the mobile home park as has been agreed between them.

7. The Defendant denies the allegations of Paragraphs Twenty (20) through Twenty-Three (23) and demands strict proof thereof.

CROSSCLAIM AGAINST DANNY JOSEPH BAKER

8. The Defendant, James Anthony Fanning reaffirms and reiterates the allegations contain in Paragraphs One (1) through Seven (7).

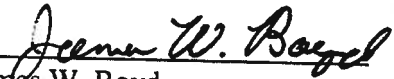
9. On May 6, 2016, the Defendants, James Anthony Fanning and Danny Joseph Baker entered into an agreement whereby James Anthony Fanning agreed to sell the business known as Rock Hill Paint and Body to Danny Joseph Baker. The agreement was amended of October 21, 2016. The amended agreement provided that Danny Joseph Baker would pay to James Anthony Fanning the sum of \$4,000.00 per month beginning October 15, 2017 with payments due on the Fifteenth (15th) of each month. Should payment not be made within five days of the due date then it was provided that the Defendant, James Anthony Fanning could take possession of the property. The Defendant, Danny Joseph Baker has failed to make payments as provided in the agreement. The Defendant, James Anthony Fanning has given notice to the Defendant, Danny Joseph Baker, that he is taking possession of the property and is informed and believes that he is entitled to possession of the property.

10. The Defendant, Danny Joseph Baker has refused to give possession of the property to Defendant, James Anthony Fanning and has continued to collect rent on rental units located on the property and deprived Defendant, James Anthony Fanning of the property. The Defendant, James Anthony Fanning is informed and believes that he is entitled to an accounting of all rents collected by the Danny Joseph Baker and granted judgment for the amount of rents wrongfully collected by Defendant, Dany Joseph Baker.

WHEREFORE the Defendant, James Anthony Fanning prays as follows:

1. That the Complaint of the Plaintiff be dismissed.
2. That he be granted judgement against The Defendant, Danny Joseph Baker for possession of the property.

3. That the Defendant, Danny Joseph Baker be required to provide an accounting of all rents collected on the property and that Defendant, James Anthony Fanning be granted judgment for all rent wrongfully collected by Defendant, Danny Joseph Baker.


James W. Boyd
1544 Ebenezer Road
Post Office Box 36425
Rock Hill, SC 29732
(803) 328-2600
Attorney for the Defendant,
James Anthony Fanning

Rock Hill, South Carolina
February 8, 2017

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Edgar Bruce Massey,

Plaintiff,

-vs-

James Anthony Fanning, Danny Joseph
Baker, Michael Kaminski, a/k/a Michael
Kaminsky, Republic Finance, LLC, a
Delaware Limited Liability Company.

Defendants.

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

Case NO.: 2017-CP-46-00004

DEFENDANT, JAMES
ANTHONY FANNING'S
ANSWERS AND
COUNTERCLAIM TO
DEFENDANT, MICHAEL
KAMINSKY'S 1ST AMENDED
ANSWER AND CROSSCLAIM

The Defendant, James Anthony Fanning respectfully alleges as follows;

1. The allegations of Paragraphs One (1) through Forty-Eight (48) of the 1st Amended Answer and Crossclaim of Defendant, Michael Kaminski requires no response from Defendant, James Anthony Fanning.
2. The Defendant, James Anthony Fanning admits so much of Paragraph Forty-Nine (49) of the Defendant, Michael Kaminski's 1st Amended Answer and Crossclaim as that it alleges that he introduced Defendant, Michael Kaminski and Defendant, Danny Joseph Baker. The Defendant, James Anthony Fanning denies that he introduced Defendant, Danny Joseph Baker as the new owner of the property.
3. The Defendant, James Anthony Fanning denies the allegations of Paragraphs Fifty (50) through Fifty-Four (54).
4. The Defendant, James Anthony Fanning denies the Paragraph Fifty-Five (55) of the Complaint and demands strict proof thereof.

FOR SECOND DEFENSE

5. The Defendant, James Anthony Fanning incorporated by reference and reiterates all prior allegations of this Answer and Crossclaim.

6. Even if the Defendant, James Anthony Fanning did represent that the Defendant, Danny Joseph Baker was the new owner of the property, which is expressly denied, the Defendant, Michael Kaminski did not reasonably rely on the statement in entering into the contract with Defendant, Danny Joseph Baker. A check of public records would have shown that the Defendant, Danny Joseph Baker was not in fact owner of the property.

FOR A THIRD DEFENSE BY WAY OF A COUNTERCLAIM

7. The Defendant, Michael Kaminski entered into and took possession of the property and operated a business from the property for several months.

8. The Defendant, James Anthony Fanning is informed and believes that Defendant, Michael Kaminski should be required to pay reasonable rent for the time he occupied the property on the basis of quantum meruit.

WHEREFORE the Defendant, James Anthony Fanning prays that the Crossclaim of Defendant, Michael Kaminski be dismissed and that the Defendant, James Anthony Fanning be granted judgment on his Counterclaim.


James W. Boyd
1544 Ebenezer Road
Post Office Box 36425
Rock Hill, SC 29732
(803) 328-2600
Attorney for the Defendant,
James Anthony Fanning

Rock Hill, South Carolina

May 3, 2017

EDGAR BRUCE MASSEY vs JAMES ANTHONY FANNING, ET AL.
Transcript of Proceedings on 12/04/2018

1 STATE OF SOUTH CAROLINA)
2 COUNTY OF YORK) IN THE COURT OF COMMON PLEAS
3)
4 EDGAR BRUCE MASSEY,)
5 PLAINTIFF,)
6 -VS-) CASE NO: 2017-CP-46-0004
7 JAMES ANTHONY FANNING,)
8 ET AL,)
9 DEFENDANTS.)

10
11
12 TRANSCRIPT OF PROCEEDINGS

13 YORK, SOUTH CAROLINA

14 DECEMBER 4, 2018

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17
18
19 REPORTER: SHIRLEY DALLAS-GERRALD, CVR-CM
20 DALLAS REPORTING, A HUSEBY COMPANY
21
22
23
24
25

1 APPEARANCES: Representing the Plaintiff -
2 John Martin Foster, Esquire
3 John Martin Foster Law Offices
4 223 East Main Street, #520
5 Rock Hill, South Carolina 29730
6 803-324-8100
7 jmfoster@comporium.net
8
9 Representing the Defendant,
10 Fanning -
11 James W. Boyd, Esquire
12 Law Office of James W. Boyd
13 1544 Ebenezer Road
14 Rock Hill, South Carolina 29732
15 803-328-2600
16 jamesboyd@comporium.net

11 INDEX

13 Testimony of Bruce Edgar Massey
14 Examination by Mr. Foster Page 6
15 Testimony of Ms. Massey
16 Examination by Mr. Foster Page 9
17 Examination by Mr. Boyd Page 17
18 Further Examination by Mr. Foster Page 30
19 Testimony of James Anthony Fanning
20 Examination by Mr. Foster Page 31
21 Examination by Mr. Boyd Page 35
22 Further Examination by Mr. Foster Page 48
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1	EXHIBITS	
2	** All Exhibits Retained by the Court	
3		
4	Plaintiff's Exhibit 1 Contract	Page 8
5	Plaintiff's Exhibit 2 Deed	Page 8
6	Plaintiff's Exhibit 3 Deed	Page 8
7	Plaintiff's Exhibit 4 Notes	Page 14
8	Plaintiff's Exhibit 5 List of Debts	Page 14
9	Plaintiff's Exhibit 6 Tax Statements	Page 15
10	Plaintiff's Exhibit 7 Agreement	Page 15
11	Plaintiff's Exhibit 8 Agreement	Page 15
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1 P R O C E E D I N G S

2 BEFORE: THE HONORABLE TEASA WEAVER

3 (9:30 a.m.)

4 *****

5 The Court: This is Case Number 2017-CP-46-0004,
6 Edgar Bruce Massey versus James Manning and others.
7 Present in the court room representing the Plaintiff
8 is Mr. Martin Foster. Also present in the court room
9 is Mr. Jim Boyd representing the Defendant Fanning.

10 Is Mr. Michael Kaminsky in the court room? Mr.
11 Kaminsky is not in the court room, nor anyone, I
12 believe, representing Republic Finance. Is that
13 correct, Mr. Foster?

14 Mr. Foster: Ma'am?

15 The Court: Is that correct, Mr. Foster?

16 Mr. Foster: That is my understanding, yes,
17 ma'am. He was sent a notice.

18 The Court: Mr. Foster, you may proceed.

19 Mr. Foster: I am sorry?

20 The Court: You may proceed.

21 Mr. Foster: Thank you. Ma'am, if I could hand
22 up our trial brief.

23 The Court: Yes.

24 Mr. Foster: I am afraid I am not as efficient as
25 Mr. Boyd. He filed his electronically.

1 Mr. Boyd: I filed it electronically, but I have
2 another copy here.

3 The Court: Yes.

4 Mr. Boyd: It should say trial brief, but
5 actually I put in pretrial brief instead of trial
6 brief.

7 Mr. Foster: I have never had that problem word
8 processing, myself. Ma'am, before we get started, if
9 I am not going too fast, we are going to call Mr.
10 Massey to the stand. Mr. Massey suffers from
11 Parkinson's. He has a very soft voice. Ms. Dallas
12 our court reporter tells us that is not a problem for
13 her. I would suggest, frankly, because his voice is
14 so soft that both the Court and Mr. Boyd may wish to
15 come over here, if I may approach him when I ask
16 questions, so that you can hear him. This is your
17 decision, ma'am,.

18 Mr. Boyd: I am fine with me. I will see if I
19 can hear him.

20 The Court: We'll see how it goes.

21 Mr. Foster: We'll see how it goes. Okay. We
22 call Mr. Massey to the stand. And, ma'am, in my
23 deafness may I approach?

24 The Court: Yes.

25 Whereupon -

1 Edgar Bruce Massey

2 was called as a witness and first being duly sworn,
3 testified as follows:

4 Examination: (By Mr. Foster)

5 Q Sir, would you state your full name for the
6 record?

7 A Edgar Bruce Massey.

8 Q Ma'am, as you see, very soft.

9 The Court: Mr. Massey, if you would lean
10 forward and speak directly in to the microphone
11 so we can hear you.

12 Q Why don't you try it again, sir? Your name?

13 A Edgar Bruce Massey.

14 Q Sir, I understand you own some property with Mr.
15 James Anthony Fanning. Is that correct?

16 A Yes, sir.

17 Q Sir, I am going to show you a document which I
18 have previously shown to Mr. Boyd. Sir, do you recognize
19 this?

20 A Sorry. I don't have my glasses on.

21 The Court: He said he doesn't have his
22 glasses on.

23 Q Okay. Do you know what it is? Would these help
24 you? I don't know if mine will help you or not. For the
25 record he's being handed some glasses. Does that help?

1 A Yes.

2 Q Do you recognize this document, sir?

3 A (Indiscernible).

4 Q I need you to answer, sir. Do you recognize
5 this document?

6 A (Indiscernible)

7 Q Sir, I can't --

8 A (Indiscernible)

9 Q Okay, let me ask you this. I am turning to the
10 second page. Is this your signature, sir, on the bottom?

11 A I think so.

12 Q Is that correct, sir?

13 A Yeah.

14 Q I gather Ms. Dallas is having trouble hearing.
15 I understand you to confirm?

16 A Yes.

17 Q So for the record, there are some markings in
18 blue on the document. Did you make those, sir? Here, and
19 on the second page, here? Did you make those, sir?

20 A I really can't say.

21 Q Okay. Do you remember who drew these documents,
22 sir?

23 A Yes, sir. My attorney did.

24 Q What?

25 A My attorney did. Yeah

1 Mr. Boyd: If it will save time, I will
2 stipulate that's the contract between the
3 parties, and I will agree to its admissibility.

4 Mr. Foster: Thank you. We will move this
5 into evidence now. Ms. Dallas indicates to me
6 that she would prefer to do these one thing at a
7 time, which I completely agree with.

8 The Court: Plaintiff's 1 entered without
9 objection.

10 Whereupon: Document entered as Plaintiff's
11 Exhibit 1.

12 Mr. Foster: If I may ask the Court to take
13 judicial notice of the two deeds referenced in
14 the Complaint, which have been admitted, as I
15 understand it, by Mr. Boyd's Answer, the two
16 deeds to both of the parties jointly.

17 The Court: Any objections to that?

18 Mr. Boyd: No objection.

19 Mr. Foster: I'll leave it to the court
20 as to whether to - I guess we are marking them.
21 Okay.

22 The Court: Plaintiff's 2 and 3 entered
23 without objection.

24 Whereupon: Documents entered as Plaintiff's
25 Exhibits 2 and 3.

1 Mr. Foster: I have nothing further of Mr.
2 Massey.

3 The Court: Mr. Boyd?

4 Mr. Boyd: I have no questions.

5 Mr. Foster: We would call Ms. Massey to the
6 stand.

7 Whereupon -

8 Mrs. Massey
9 was called as a witness and first being duly sworn,
10 testified as follows:

11 Examination: (By Mr. Foster)

12 Q Ms. Massey, you are married to Edgar Massey; is
13 that correct?

14 A Yes, for 50 years.

15 Q And, ma'am, what is your understanding of the
16 arrangement about money that Mr. Massey has with Mr.
17 Fanning, specifically as to rent and expenses?

18 A You mean, like, the agreement, or ---

19 Q If y'all split it and if so, how?

20 A He has half the spaces that are located behind
21 the building, shop building, which we purchased from Mr.
22 And Ms. Rast. Back in 1977, we purchased the building and
23 the rental spaces behind the body shop, which is --
24 there's actually only 13 spaces. Another one was added
25 later behind the other piece of property at 1305.

1 Q Okay. What --

2 A And we own half the mobile homes and rent them
3 out. Mr. Fanning owns -- has the other half of the mobile
4 homes and rents them out.

5 Q Are there any expenses that are split, ma'am?

6 A The water bill for the park is supposed to be
7 split half and half. It comes to me, so I make sure that
8 it is paid on time, because they have a due date and after
9 that they charge a late fee. It's been coming to me since
10 him and Cathy got divorced, and I actually have a copy of
11 a 2000 -- I mean, a 1986 water bill I started paying
12 before that date.

13 And then I would go and tell him, here's our water
14 bill, let's pay it, and he'd say, well, I can't do it
15 right now, come back next week. I would try to do it so
16 many times while I was over at the park. He'd say, well,
17 come back. Sometimes it would be three months before I
18 would get the water money.

19 Q So the water bills are split; is that correct?

20 A Correct, and the taxes for the property.

21 Q Anything else that's split?

22 A Any major thing like gravel for the driveway.

23 Q Insurance?

24 A Insurance, correct. Yes. We have insurance on
25 the house, which is actually not in this contract.

1 Q Ma'am, could you identify these documents?

2 A Yes. This is the insurance on the 1305 Saluda
3 property that was mailed to me, and I mailed it to him on
4 6/29 of '18, 2018. And he has not paid it yet. I mailed
5 it to him, actually, three different times.

6 Q Well, that's the one on top, ma'am. There's a
7 bunch of stuff --

8 A Oh, there's another one. Okay. This is the
9 county taxes for 2017, which I paid. The other is --
10 There's actually three sets of taxes, and the other two
11 were sent -- I sent to Mr. Fanning. And when you add all
12 these tax bills together they're like approximately 4,300
13 to 4,500 dollars. This one that I paid was 2,238, and the
14 ones that I mailed him were like, 22 -- maybe \$75 more.
15 So that was actually maybe split or whatever.

16 Q What's after that?

17 A This is the final notice that was sent for the
18 taxes for the property that Anthony had not paid for 2016.
19 I mailed them to him earlier than December of 2016 and --
20 Of course, he didn't pay them. But then I paid the one
21 for the actual body shop. Well, not the body shop, excuse
22 me. The mobile home park, which was 22, approximately,
23 about the same as last year. So every year it costs us
24 about \$2,200 to \$2500 just for taxes. I paid my part, I
25 sent the others to him.

1 Normally the, since 1986, I have received the tax
2 bills every year at my address. When I received them, I'd
3 tell Anthony they're here, let's pay them. Sometimes I'd
4 get it before they were due, most of the time I didn't get
5 it until after they were due, and I would go ahead and pay
6 the taxes which would be over \$4,000, and he would pay me
7 at a later date.

8 Q Go on, ma'am, briefly through the rest of them.
9 What is that?

10 A This is actually for the apartment, which is
11 1305 Saluda Street where the -- there's a two-story
12 building there and we made it in to an apartment. And the
13 actual water bill for that apartment is not on the water
14 bill that's for the mobile home park. It's on a separate
15 bill. It actually comes on my bill because I furnish the
16 utilities for this unit.

17 So every month he's supposed to pay half of that
18 water and sewer because they charge me, and a night light
19 that he said he wasn't going to pay for because he said
20 that they didn't need the night light, but believe me they
21 do.

22 Q And briefly, ma'am, I believe you --

23 A And he has not paid them for 2017, 2018, or
24 2016.

25 Q And I believe the rest of those, if I'm correct,

1 at the risk leading perhaps, are other bills of that kind.

2 A Yeah, of that kind. He did go back in -- Let me
3 think, here. Back in December, he had water bills for
4 2006 he did not pay because he said they were supposed to
5 be paid by Mr. Baker, who he supposedly sold the property
6 to. And I'm saying, well, you know, you can't sell the
7 property -- blah, blah, blah. You understand what I am
8 saying. But anyway, he said I had to get the water bills
9 out of Mr. Baker. So he owes for 2016 water bills. He
10 owes for 2017 water bills, Mr. Fanning did, but he paid
11 them at the end of -- It was actually 12/12 -- I got it
12 right here somewhere. He actually paid on 12 -- of 2017.
13 I ain't got the exact date. I got it somewhere.

14 Q For the record, you're examining ---

15 A Oh, here it is. This is my -- This is my notes
16 to the property. In 12/18 of 2017, he sent me a check for
17 the balance of the water bills was for 2017, which was
18 \$2,045. Check number 1610, and I deposited it two days
19 later after I received it.

20 Mr. Foster: The first thing, ma'am, these
21 having been identified and, I believe without
22 objection, we would move these collectively in
23 as an exhibit.

24 The Court: Any objection?

25 Mr. Boyd: No objection.

1 The Court: Plaintiff's 4 entered without
2 objection.

3 Whereupon: Document entered as Plaintiff's
4 Exhibit 4.

5 Q Ma'am, you tried to prepare a listing of what
6 Mr. Fanning currently owes?

7 A Yes, and I gave it to you. I am hoping it's
8 pretty current.

9 Q And, ma'am, having gone over that with me, does
10 this represent that list?

11 A Yes. It also has the funds that he received
12 from the person that he was renting the body shop building
13 to.

14 Mr. Foster: We would move this into
15 evidence.

16 The Court: Any objection?

17 Mr. Boyd: No objection.

18 The Court: Plaintiff's 5 entered without
19 objection.

20 Whereupon: Documented entered as
21 Plaintiff's Exhibit 5.

22 The Court: Ma'am, at this point also we
23 would ask the Court to take judicial notice of
24 the tax statements as they currently exist on
25 these parcels of property. These have been

1 shown to opposing counsel. I understand there
2 is no objection, but I also understand that it
3 is something the Court can take judicial notice
4 of. If the Court wishes to put this in as a
5 matter of evidence, I'll leave that to the
6 Court's discretion.

7 The Court: Any objection, Mr. Boyd?

8 Mr. Boyd: No, Your Honor.

9 The Court: Mr. Foster, I am going to mark
10 this as Plaintiff's 6.

11 Mr. Foster: That's fine.

12 The Court: Plaintiff's 6 entered without
13 objection.

14 Whereupon: Document entered as Plaintiff's
15 Exhibit 6.

16 The Court: Your Honor, we'll also ask the
17 Court to take judicial notice, and I believe
18 this is without objection of Mr. Boyd, of two
19 versions of an agreement signed between Mr.
20 Fanning and Mr. Danny Baker.

21 Mr. Boyd: No objection.

22 The Court: Plaintiff's 7 and 8 entered without
23 objection.

24 Whereupon: Documents entered as Plaintiff's
25 Exhibit 7 and 8.

1 Mr. Foster - Resuming

2 Q Ma'am, I call attention to the fact that those
3 conjoined, shall I say, will back up the references in her
4 list as to apparent rents received on the building - the
5 mechanical building. Ms. Massey, you hold your husband's
6 power of attorney; is that correct?

7 A Yes, sir, I do.

8 Q This suit, as I understand it, has been brought
9 to effect a partition of this property between your
10 husband and Mr. Fanning; is that correct?

11 A Correct.

12 Q And to get an accounting as to money owed by Mr.
13 Fanning to your husband?

14 A Yes, sir.

15 Q And that is what you're asking essentially?

16 A Yes, sir.

17 Mr. Foster: If the Court will allow me one
18 moment. I believe also, ma'am, we have also
19 included language for a quiet title action for
20 the Court to declare ownership of the property,
21 to which end we hand up the information as to
22 the deeds. I don't believe I have any further
23 questions for Ms. Massey. Ms. Massey, please
24 answer any questions Mr. Boyd may have or the
25 Judge.

1 Examination: (By Mr. Boyd)

2 Q Ms. Massey, I am a little confused, so bear with
3 me a minute. I wanted to --

4 A It's a lot of info to keep up with.

5 Q It is, and I want to go over some of it with
6 you. Looking at Exhibit Number 6, Treasure and Finance,
7 now this bill -- This is a tax bill, is that correct?

8 A Yes. This is a new one. Yeah, I usually
9 receive them -- Looking at it, it's -- Let me see what
10 year that is. It's a tax bill for -- I don't see the
11 year. Okay. It's got penalties added on it there. It's a
12 tax bill the way that they print it out, yes.

13 Q And you don't know the year?

14 A Well, I am trying to find the -- I'm saying it's
15 the 2016 tax bill. Tax year -- excuse me. It says tax
16 year 2018.

17 Q Well, that's not due until January 15, is that
18 correct?

19 A Correct. I always pay mine at the end of
20 December, though.

21 Q So that's a total due of \$1,680.76, and that's
22 not due until January 15. Is that correct?

23 A That's right.

24 Q Which property is this on?

25 A I paid the one for -- The one that came to me

1 was the one -- This is the tax bill for the property --
2 It's actually three different properties, tax numbers.
3 014 is for -- It's for the shop building.

4 Q Okay. So --

5 A It's for the shop building. The 0031 is for the
6 apartment 1305, and the park one is 008 and it's 2,193.

7 Q I probably need to ask you about this first.
8 This agreement that was entered October 5, 1979, between
9 your husband and Mr. Fanning, it applies to the property
10 at 1307 Saluda Street; is that correct?

11 A Correct.

12 Q And it does not apply to the property in which
13 the apartments are located on?

14 A Well, the apartment is adjacent to that
15 property, and they bought that property together also.
16 It's not in that contract.

17 Q But the property, the apartment property was
18 deeded at a later date, 2006, I believe; is that correct?

19 A It was. Yes.

20 Q Basically, this agreement, written agreement,
21 didn't apply to that property?

22 A It don't apply

23 Mr. Foster: I think I have to make some
24 noise here. I appreciate that cross examination
25 is broad, but I don't think Ms. Fanning can

1 offer a legal opinion.

2 Mr. Boyd: I don't think I am asking a legal
3 opinion. I am just asking what property is
4 involved.

5 The Court: The objection is overruled.

6 Q This agreement is for 1307 Saluda Street --

7 A It's for 1307 Saluda Street and the mobile home
8 park.

9 Q And 1305 is a separate piece of property that
10 the apartments are located on?

11 A It's only one apartment, but two -- two
12 residents in it. And that's also the property that Mr.
13 Fanning put that extra space on for the mobile home park,
14 it's actually on 1305 Saluda.

15 Q Okay. So there is an extra space over there?

16 A That he put there, plus a storage building that
17 he added on the side of the shop.

18 Q Okay.

19 A That's on 1305, too, That he gets rent out of
20 also.

21 Q Okay. Now, this bill, this appears to be
22 another bill that's due on the January 15, 2019. So I
23 assume this is also for taxes on --

24 A Yes, I received my tax notice also, for 2019,
25 for the park. And the other two were probably sent to Mr.

1 Fanning, as I called and told them to send to him since he
2 is responsible for half the taxes.

3 Q This Exhibit Number 4, The Auto Owners, the
4 insurance policy, is this --

5 A Now, that's for the apartment.

6 Q That's for the apartment?

7 A But he -- This agreement that he would pay half
8 the insurance.

9 Q I'm just trying to understand what applies to
10 what.

11 A Okay.

12 Q I don't see exhibit numbers marked on these.
13 Now, the taxes that were due on all these properties for
14 2017, not due this year but last year, has Mr. Fanning
15 paid his portion --

16 A He has paid those. He paid those 5/12 of 2018.

17 Q Okay. And --

18 A After he mailed them to me wanting me to pay
19 half of them, and I explained to him that -- I sent them
20 back to him with an explanation that I has already paid
21 the entire tax bill for the mobile home park, which was
22 2,193, and that he should pay those.

23 Q Okay.

24 A He sent -- Actually sent me a check for half of
25 that amount, those two added together, which is \$1,300. I

1 also have a copy of that.

2 Q Okay. But my question is, it has been paid?

3 A Yes, it has been paid.

4 Q As far as the water bills, is it your contention
5 that Mr. Fanning owes one-half of some water bills that
6 haven't been paid by him?

7 A He owes some for 2016 when he sold the property
8 to Mr. Baker, which he wasn't supposed to do, I don't
9 think, but he did. And he told me that he wasn't paying
10 the water bills, that they belonged to Mr. Baker because
11 he had sold the property to him.

12 Q Is that reflected on your summary Exhibit Number
13 5?

14 A It probably is. Right here.

15 Q How about what you list here as the 2017 and '18

16 --

17 A That is actually half the water --

18 Q For the apartment?

19 A For the apartment. He has agreed -- He's
20 supposed to pay half of that, but that's not in the
21 contract.

22 Q But has that been paid?

23 A No, he has not paid that.

24 Q Okay.

25 A He has not paid for 2017, 2016 or 2018.

1 Q But that's for the apartment?

2 A Yes, that is for the apartment.

3 Q And you list here insurance on apartment 1305 --

4 A That's on the apartment. Yes.

5 Q Now, as far as the rent, where you say one-half
6 of 4,000 a month for Mr. Kaminsky, do you have any
7 information that Mr. Fanning actually received any money
8 from Mr. Kaminsky?

9 A Well, December 12 -- and I have to check on this
10 here. On December 12, of 2016, this was after Mr.
11 Kaminsky had moved into the shop to rent it, I assumed he
12 was renting it, so I called the lawyer and talked to the
13 lawyer, and he said, well --

14 Q Well, I am going to object, because --

15 A Well, okay. Here's what happened. I went into
16 the body shop and told Mr. Mike, Mr. Kaminsky -- his wife
17 happened to be there, Cindy. And I said, I come over here
18 to see about getting my half of the rent for the -- for
19 the shop because this building is half my husband's. He
20 said --

21 Mr. Boyd: Your Honor, I am going to object
22 to hearsay.

23 Mr. Foster: I believe counsel's question
24 was, how do you know? I don't believe that
25 limits the question of what may be admissible

1 under normal hearsay rules. She can testify how
2 she knows it, and the weight of that matter
3 would be up to the Court.

4 The Court: Mr. Boyd, your objection is
5 noted. You may proceed. Answer his question.

6 A Okay. I went in to the shop. I was real nice.
7 I introduced myself, told him who I was and what the
8 problem was. He said, well, I am not renting this
9 building. I'm buying it. I said, what? You're buying
10 it? How can this -- This don't belong just to Mr.
11 Fanning. This building's half my husband's. He says,
12 well, I've got a contract. I said, you do? He went over
13 there fumbling through it. I said, well, the contract
14 ain't no good, I'm afraid.

15 Anyway, so he proceeds to call Mr. Fanning on the
16 telephone while I am standing there, and his wife's
17 standing there. And he calls Mr. Fanning and says, this
18 lady's here saying that she owns half of this property.
19 What's the deal? And he actually said out of his mouth --
20 It was on speaker phone, by the way. He told Mr. Kaminsky
21 that I was out of my mind. And after he said that, I just
22 politely walked out.

23 Q Okay. But my question was --

24 A That's how I know that he was getting \$1,500 a
25 month?

1 Q Do you know that he --

2 A That's what he told me he was paying.

3 The Court: Ms. Massey, let Mr. Boyd first
4 finish his question before you --

5 The Witness: I'm sorry. I am sorry. I am bad
6 about that.

7 Q My question is, do you have any knowledge that
8 Mr. Fanning actually received some money from Mr.
9 Kaminsky?

10 A I did not see a receipt that he received, no.
11 Generally, if somebody doesn't pay, they evict them.

12 Q Mr. Kaminsky's not there anymore; is that
13 correct?

14 A No, he's not.

15 Q And Mr. Baker's not there any more?

16 A Mr. Baker -- Mr. Kaminsky's not there any more.
17 He's no longer in business. When he lost that money, that
18 \$5,000 that he supposedly gave Mr. Fanning, he wasn't able
19 to start another business.

20 Q All right. Now --

21 A He moved out in May, April of 2017.

22 Q On behalf of your husband, you brought a lawsuit
23 in Magistrate's Court against Mr. Baker; is that correct?

24 A Yes.

25 Q And basically you alleged in that lawsuit that

1 Mr. Baker owed your husband water bills for August,
2 September, October and November of 2016; is that correct?

3 A Yes.

4 Q And you obtained, I believe, a default judgement
5 in that Magistrate's Court for the amount of \$1,407; is
6 that correct?

7 A I think they disclosed that.

8 Q What do you mean, they disclosed that?

9 A That means that they didn't follow through.

10 Q Well, you later --

11 A Mr. Fanning told me I had to get the water bills
12 from Mr. Baker because he wasn't going to pay them, and I
13 ain't going to repeat the words that he said.

14 Q But you did sue Mr. Baker?

15 A Yes, because I was distraught. I didn't know
16 what to do. I needed to figure out who was supposed to be
17 paying the water bill.

18 Q And you received a judgement against him for
19 \$1,407; is that correct?

20 A Yes, but it's supposed to be --

21 Q And then --

22 A Okay. Yes, I did. Okay.

23 Q And then later, by your agreement, that
24 judgement was set aside; is that correct?

25 A Well, my lawyer told me --

1 Q I am not asking what your lawyer said --

2 A It was set aside, yes.

3 Q Were you married to your husband on October 5,
4 1979 when this agreement between he and Mr. Fanning was
5 executed?

6 A Yes. Yes, I was.

7 Q Were you aware that attorney Charlie, Charles
8 Ridley, Jr., drew up this agreement?

9 A Yes.

10 Q Now, I believe actually at the time the
11 agreement was made the property hadn't been transferred
12 over to Mr. Fanning and your husband's name; is that
13 correct?

14 A We were making payments on it.

15 Q And payments were made. Correct?

16 A Payments were made.

17 Q And after the payments were made the property
18 was deeded over?

19 A Correct.

20 Q Confirming the rent for the units, the trailers,
21 whatever, campers, whatever's there, each -- When the
22 property was bought, was purchased, was there -- were
23 there empty pads there or places for --

24 A When we bought the property, they were just
25 rented spaces. That's what Mr. and Ms. Rast were doing.

1 They were renting mobile home spaces.

2 Q Basically, what happened at the time Mr. Fanning
3 and Mr. Massey bought it, when they started renting spaces
4 each of -- He and Mr. Fanning decided which space would
5 got for each one; is that correct?

6 A They just decided that it wasn't really
7 designated that this was supposed to be his, or that one
8 was supposed to be his and that one was supposed to be Mr.
9 Fanning's. We just put -- As people moved, out we put
10 mobile homes in.

11 Q And as you put mobile homes in -- Before that
12 time, before you started putting mobile homes in, people
13 were bringing their own mobile homes and renting the
14 spaces?

15 A They were from Mr. and Ms. Rast, yes.

16 Q Before people started moving out and you put
17 mobile homes in there, were the profits being divided
18 between y'all or how was that working?

19 A It wasn't really divided until they made that
20 contract.

21 Q Well --

22 A And we still made half the payment -- each
23 person made half the payment to Mr. and Ms. Rast.

24 Q I am talking about after the contract was made
25 at this point. Okay? After the contract was made and

1 rent started to be collected from the spaces, how did
2 y'all divide up the rent?

3 A If I remember correctly, when it was first done,
4 it went in to the account to pay the payment to Mr. and
5 Ms. Rast.

6 Q Okay. And after Mr. And Ms. Rast were paid off,
7 how was it divided up?

8 A By that time Mr. Fanning and my husband and I
9 had mobile homes on the rented spaces.

10 Q Okay. Now, the mobile homes that were placed on
11 the rented spaces, those mobile homes did not belong to
12 your husband and Mr. Fanning jointly, did they?

13 A No. Just the property.

14 Q Okay. So the units that are on the property are
15 owned individually by you and your husband --

16 A Correct. The only thing that's owned jointly on
17 that property is the body shop building which is jointly
18 owned.

19 Q I understand. And so, basically, the rent that
20 is received from a mobile home belonging to you or your
21 husband goes directly to you; is that correct?

22 A Correct.

23 Q And those that are -- the rent that's paid to
24 Mr. Fanning on a unit that he owns goes directly to Mr.
25 Fanning?

1 A That is correct.

2 Q As far as any tax that's owed on any mobile
3 home, I don't know if they are or not, but if there are
4 taxes owed on a particular mobile home you pay the taxes
5 on the ones belonging to you, and he pays the taxes on the
6 ones belonging to him?

7 A Yes, but sometimes they send me the notices
8 because they don't have his address, and like for four
9 years in a row they sent me the tax notices for four
10 mobile homes that he had not changed over in to his name,
11 and I kept sending them back. But I think he finally got
12 them.

13 Q Okay. But --

14 A So, yes. Correct.

15 Q And it seems as far as any expenses for repairs
16 on any particular mobile homes you pay for the repairs on
17 yours, he pays for repairs on his?

18 A Yes, that's correct.

19 Q And there's no mortgage on the property at this
20 point; is that correct?

21 A Not at this point.

22 Mr. Boyd: Okay. That's all the questions I
23 have.

24 The Court: Any re-direct, Mr. Foster?

25 Thank you, ma'am. If I may, ma'am, I'm just

1 showing something to Mr. Boyd.

2 Further Examination: (By Mr. Foster)

3 Q Ms. Fanning -- Ms. Massey. Sorry. Ma'am, after
4 you got this judgement on Joseph Baker did you and I
5 discuss this?

6 A Yes, we did.

7 Q Was I directed to file a motion to set it aside?

8 A Yes, sir.

9 Q Ma'am, I am handing you copies of what I believe
10 is self-proving, but a motion and the Judge's order
11 setting aside that matter. To the extent you can, can you
12 identify those items?

13 A Yes, you are correct.

14 Mr. Foster: Your Honor, I believe that
15 these are self-proving and I don't believe Mr.
16 Boyd has an objection. I would hand these to
17 the Court for its information. I would point
18 out in those documents our allegations that the
19 matter was brought because the matter was at
20 that time already before this Court by way of
21 our pleadings.

22 Mr. Boyd: I don't object to that.

23 The Court: Mr. Foster, do you want to put
24 this in?

25 Mr. Foster: I believe that they are

1 pertinent to this case. Whether the Court
2 wishes to have them marked I will leave up it to
3 the Court, but I believe they are matters which
4 the Court should take judicial notice of.

5 The Court: I am going to have the marked as
6 Plaintiff's 8 and 9, and they are without
7 objection.

8 Mr. Foster: I don't believe I have any
9 other questions of Ms. Massey.

10 The Court: You may be excused. Call your
11 next witness.

12 Mr. Foster: We would call James Anthony
13 Fanning.

14 Whereupon -

15 James Anthony Fanning
16 was called as a witness and first being duly sworn,
17 testified as follows:

18 Examination: (By Mr. Foster)

19 Q Would you state your full name?

20 A James Anthony Fanning.

21 Q Sir, I presume you are one of the defendants in
22 this case?

23 A That would be me.

24 Q And you and Mr. Massey own the property that we
25 are talking about here today. Correct?

1 A Correct.

2 Q Now, sir, I am handing you what I believe is
3 already marked, two copies of the agreement, or two
4 versions of the agreement, I guess I --

5 A Excuse me. Can I get my glasses?.

6 Q By all means. I am not running this place, but
7 as far as I am concerned. Sir, I am handing you what has
8 already been marked as Exhibit 7, two -- and 8. Two
9 versions of the agreement between yourself, apparently,
10 and Mr. James Baker. Do you recognize those, sir?

11 A It's Joseph Baker.

12 Q That's fine. James Joseph Baker, I believe it
13 is. Do you recognize those, sir?

14 A Yes, I do.

15 Q And did you sign those, sir?

16 A Yes, I did.

17 Q Okay, sir. On the one that is dated both at the
18 top and bottom May 6, if I may I believe that is Number 7,
19 there is a recitation that you have been paid, or will be
20 paid \$50,00 down and \$4,000 a month. This is Paragraph C.
21 Were you paid any of that money, sir?

22 A I was paid \$6,000.

23 Q Were you paid any rent or monthly payments by
24 Mr. Baker?

25 A No, sir.

1 Q None at all?

2 A I don't think so. I might have got one. I'm
3 not sure.

4 Q Okay, sir. Mr. Kaminsky, did he pay you any
5 money, sir?

6 A No, sir.

7 Q So did he pay you any monthly payments and/or
8 what I will call you rent, sir?

9 A No, sir. He was renting that building from Mr.
10 Baker.

11 Q Okay. How long, again -- and if you've answered
12 that I don't mean to harass you. How long was Mr. Baker
13 in the building?

14 A I am not sure. We had to evict him for non-
15 payment, and in the contract we had with him, when he quit
16 paying we had to take him to court or something. I don't
17 know if we took him to court or not, to be honest with
18 you.

19 Q Who took him to court, sir? Was that done by
20 you, or Mr. Boyd or ---

21 A I don't believe we took him to court, did we
22 Jim?

23 Q Well, --

24 Mr. Boyd: I can't answer for you.

25 A Okay. I don't think we took him to court. I

1 think we handled everything in Jimmy's office.

2 Mr. Boyd: I can't answer.

3 Q We are being informed. Okay. Mr. Fanning, do
4 you know what discovery is in a lawsuit?

5 A No, sir. I don't.

6 Q Okay, sir. We sent discovery to Mr. Boyd on
7 your behalf and asked him for al the documentation that
8 relates to this matter including the claims that we have
9 been talking about, about this money. And, sir, we have
10 been served with nothing. Do you have any financial
11 records of the monies you have been paid, sir?

12 A To who?

13 Q To you, sir?

14 A I don't think I've got any. I've got -- I know
15 I've had a -- one \$6,000 payment initially on the deposit,
16 and I might have got one month of rent from Mr. Baker.

17 Q So you have no receipts?

18 A No. I've got a receipt book, but I don't have
19 it here, and if memory serves there are some notes written
20 down in a little pad.

21 Q Okay. I shan't ask whether you supplied that to
22 Mr. Boyd because I know his quality of attorneyship. Sir,
23 besides receipts do you have any statements or checks of
24 monies that you paid to or on behalf of Mr. Massey?

25 A No.

1 Q Okay, sir. Without trying to be hurtful, sir,
2 is this an example of how you keep your records that you
3 just --

4
5 A I don't keep records. I can't do math. That's
6 one reason Ms. Massey was paying all the bills.

7 Q How much acreage was involved in the mobile home
8 park?

9 A I'm not sure. I think it's two and a half or
10 maybe three. I am not sure.

11 Q Would it be 1.9, I believe?

12 A That is possible. I am not sure.

13 Q And, sir, would you say this property is capable
14 of being physically divided between the two of you?

15 A It'd be hard.

16 Mr. Foster: Thank you. I believe those are
17 all of my questions.

18 The Court: Mr. Boyd?

19 Examination: (By Mr. Boyd)

20 Q I'd like to ask a few questions. I am going to
21 show you what is Exhibit Number 1 to look at here. Is
22 this the contract that was originally made between you and
23 Mr. Massey?

24 A It looks like it.

25 Q What led up to this contract? How did you know

1 Mr. Massey?

2 A I've known him -- lifelong friends.

3 Q Were y'all in business together at one time?

4 A Yes, sir, we were.

5 Q What were y'all doing?

6 A Operating a body shop.

7 Q Were you operating that body shop at the time
8 this contract was entered in to?

9 A Yes.

10 Q When this contract was entered in to were y'all
11 still operating together?

12 A Yes.

13 Q What was the purpose of the contract?

14 A At the time, we had the contract drawn up Ed had
15 a job offered to him. He was going to take a job, and he
16 was going to leave the shop. He went to work for Ronnie
17 Carter Pontiac.

18 Q At the time the contract was entered in to were
19 y'all already buying the property and making payments on
20 it?

21 A Yes, sir.

22 Q Okay. And so he was going to leave so did y'all
23 decide to get a written contract setting forth your rights
24 and responsibilities?

25 A I did that, yeah.

1 Q Did he actually leave the business?

2 A Yes, he did.

3 Q And was there any discussion between you and he
4 about handling the ending of the business as far as how it
5 happened?

6 A Originally, on a handshake agreement, if either
7 one of us was going to leave the business, we were going
8 to walk away from the property entirely. Nothing was
9 going to change hands, we were just going to quit whether
10 it was him or me left. We were just going to walk away
11 from the property.

12 Q Okay. And then what happened after that?

13 A I questioned him about it and he said -- he said
14 that's not what he meant. He said he was not going leave
15 the property. He was going to obtain half ownership in
16 the property which it wasn't supposed to be.

17 Q So he was going to work at another --

18 A At another body shop, yeah.

19 Q -- and you were going to continue operating the
20 body shop?

21 A That is correct, and I still am there.

22 Q I see. Paragraph 1 of the agreement provides
23 that there wouldn't be a sale of the property without
24 consent and you both waived any right to bring a partition
25 action to have the property divided or sold. What was the

1 purpose from your perspective of including that provision?

2 A I was scared Ed at some point in the future
3 would sell the property to somebody else, and I would be
4 in partners with somebody else I didn't know about. I did
5 that to keep him from selling the property, his half, and
6 I agreed not to sell my half without their permission,
7 also.

8 Q And was that an important provision to you in
9 entering the contract?

10 A It was the only -- Yes, it was. It was
11 important.

12 Q Okay. Now as far as -- It was also agreed that
13 you would continue to operate Rock Hill Paint and Body
14 Clinic there. Is that correct?

15 A That's correct.

16 Q And that you would -- that would basically be
17 your business; you would operate that business?

18 A That's correct, with no interference from either
19 Mr. Massey or his wife.

20 Q And are you continuing to operate the business
21 at that location?

22 A Yes, I am.

23 Q Now let me ask you about the mobile homes on the
24 property. When you bought the -- At the time of the
25 agreement what was the -- were there just spaces there for

1 mobile homes, or were there mobile homes located on the
2 property?

3 A I am not sure about the dates and times, but
4 originally it was just mobile home spaces, and I think Ed
5 and Jo started putting -- When somebody left their side,
6 we agreed to divide it down the middle, then when mobile
7 homes moved out, they bought a mobile home and put it in.
8 I didn't do that until years later.

9 Q So the spaces that you had for mobile homes for
10 lots -- For lack of a better word, that were assigned by
11 you -- to you, did you get all the rent from those spaces?

12 A That's correct, yes.

13 Q And did they get all the rent from their spaces?

14 A That's correct.

15 Q And now at this point are the units that are on
16 each respective space, is that owned by the person who
17 basically was assigned the lot, assigned the space?

18 A Will you repeat that question. My hearing is a
19 little bad.

20 Q Okay. Let me give an example. The spaces that
21 the Masseys had, when they moved a mobile home in there,
22 did they collect all the rent from that mobile home?

23 A That's correct, yes.

24 Q And when you moved a mobile home or unit in, did
25 you collect all the rent from that mobile home?

1 A That's correct.

2 Q Okay. And if something happened to a mobile
3 home, it needs a repair or something, do you pay yours and
4 they pay theirs?

5 A That's correct.

6 Q So there's no common paying for repairs or
7 anything of that sort?

8 A No, sir.

9 Q And as far as the rent that's collected, the
10 rent doesn't go in to a general pool and get divided up.
11 It goes directly to the person?

12 A No.

13 Q Okay. And if someone has to be evicted from a
14 unit, it is the person who has the mobile home who handles
15 that?

16 A That is correct. Only common cost we have is
17 for the shop, the maintenance and the repair on the
18 driveway and that kind of stuff.

19 Q Okay. As far as the water bill, there is a
20 water bill for all the mobile homes together. Is that
21 correct?

22 A And the 1305 property.

23 Q And you split that water bill?

24 A That is correct.

25 Q Is the shop included in the water bill?

1 A That's correct.

2 Q Okay. Are there different water bills or
3 different meters or --

4 A It's just one water bill.

5 Q Okay.

6 A It used to be two water bills. One went to
7 1305, and one went to 1307, but we had so much problem
8 with the plumbing -- It was a 50-year-old water system and
9 it kept breaking. We had to repair it two or three times
10 a year. Last time we repaired it four or five years ago,
11 we has new lines put in, and I had the house plumbed in
12 directly in to the 1307 meter. So the 1305 doesn't even
13 have a meter any more. The other meter is not operating,
14 and it gets water from the 1307 property.

15 Q Now, 1305 is actually where the shop is and
16 where the mobile home park is. Is that correct?

17 A 1305 is the --

18 Q I mean 1307.

19 A 1307 is the shop and the mobile home park. That
20 is correct?

21 A And 1305 is the building next door with the
22 house that's divided in to two living spaces. Is that
23 correct?

24 A Yeah. There's two rental properties on it also.

25 Q Okay?

1 A One was a storage shed that got burned down, and
2 I rebuilt the shed. And I moved a mobile home over there
3 also, put an extra mobile home space over there also, but
4 when I did the mobile home space at 1305 I gave the
5 Masseys an extra trailer space in the trailer park to even
6 the trailers up. They had seven, I think, and I have
7 seven.

8 Q All right. And the property at 1305 I believe
9 was conveyed to y'all in 2006. Is that correct?

10 A It was later, at a later time.

11 Q Okay. So that wasn't part of the agreement from
12 October 5, 1979?

13 A No, sir. Not legally. It might be commingled a
14 little bit, but it's no separate contract for that.

15 Q Okay. Let me show you what is marked
16 Plaintiff's Exhibit 7 and 8. Looking at Exhibit 7, that
17 was an agreement made with Joseph Baker. Is that correct?

18 A Correct, yes.

19 Q And basically was Mr. Baker agreeing to buy the
20 business of Rock Hill Paint and Body? Is that correct?

21 A Correct.

22 Mr. Foster: I think I need to say something
23 at this point again. I don't mind -- Let me
24 move forward. Pardon me for not standing up.
25 But counsel is essentially asking his client to

1 say, this is the proper interpretation of the
2 document. That is a question for the Court.

3 The Court: The objection is overruled.

4 Q Was Mr. Baker to buy the business. Is that
5 correct?

6 A And the property.

7 Q Okay.

8 A The whole property, not just half of it, the
9 whole property.

10 Q Number 2 of the provision, that he was going to
11 pay you \$50,000 down. Did that ever happen?

12 A No, it did not.

13 Q I believe you testified he paid \$6,000?

14 A Correct.

15 Q And the --

16 A Excuse me. He was supposed to pay that other
17 \$44,000 and scrape up another \$6,000 to give to Ms. Massey
18 for a down payment on her half of the park.

19 Q And I believe that there was a provision in here
20 that this agreement was subject to the 1979 agreement. Is
21 that correct?

22 A I don't exactly understand what you're asking
23 me.

24 Q Okay. Well, it should speak for itself. As far
25 as the agreement, the next exhibit, I think Number 8, that

1 was an amendment of that agreement. Is that correct?

2 A Yes. I remember it was amended. It was Mr.
3 Baker.

4 Q It acknowledges paying \$6,000 down and as far as
5 the \$4,000 per month beginning October 15, 2017, did he
6 make those payments?

7 A He paid me \$6,000 on a deposit, and he made --
8 the \$4,000 he was supposed to make, he made a partial
9 payment on that.

10 Q Do you remember what that partial payment was?

11 A It was 3,000 and something dollars. I don't
12 remember.

13 Q Did you receive any other money from Mr. Baker?

14 A No, sir. I did not.

15 Q I believe he was basically -- The agreement was
16 terminated and he is no longer on the property?

17 A No, correct. We basically evicted him,
18 according to that --

19 Q While he was in the property, to your knowledge,
20 did he make an agreement with Mr. Kaminsky?

21 A Yes, he did. Not to my knowledge, but after the
22 fact.

23 Q Were you a part of that agreement?

24 A No. I didn't know it until months later.

25 Q Did you receive any of that money from Mr.

1 Kaminsky?

2 A Not one dime.

3 Q And even after Mr. Baker left the property, did
4 Mr. Kaminsky continue to be in the property?

5 A Yes, he did. I had to eventually get rid of him
6 with an eviction.

7 Q I believe you, in a cross-claim against Mr.
8 Kaminsky, you filed on the basis of quantum merit, and
9 that's a legal term, that you think he should be required
10 to pay the reasonable value of rental for those four
11 months that he was in there?

12 A That's correct. I don't think he paid any rent
13 to Mr. Baker or myself. I know he didn't pay any to me.
14 I don't know if he paid any to Mr. Baker or not.

15 Q So you believe a judgement should be entered
16 against Mr. Kaminsky. Is that correct?

17 A He owes the money.

18 Q Now I want to ask you a little bit about -- I
19 ask you to look at Exhibit Number 5. It's listed here
20 some waters bill from 2016. Have those been paid?

21 A Yes, they have.

22 Q By you?

23 A That's correct. I paid my half of them.

24 Q And how about the -- a bill, 2017, water, sewer
25 and night light and 2018, water, sewer and night light.

1 Have those been paid?

2 A I don't see that on here.

3 Q That's the second item?

4 A Oh. Water, sewer and light?.

5 Q Yes.

6 A That's 1305? I don't think I paid for the -- I
7 paid for the sewer. The sewer runs in to the main line,
8 but the night light I didn't pay for. I didn't want it,
9 still don't want it.

10 Q Okay.

11 A And there is no water bill for 1305.

12 Q When you say there's no water bill, does it all
13 come in one water bill?

14 A The water bill for 1305 -- 1305 gets its water
15 from the 1307 meter, the shop's meter.

16 Q It's got a bill, 6/18 water bill for 250?

17 A Right now what I know I owe is half of last
18 month's water bill, and I owe half of last year's
19 insurance payment on the house which is like 400 bucks.
20 Haven't paid for half of last month's water bill or half
21 of the insurance.

22 Q Then it's got here Mr. Kaminsky. I think we've
23 covered that. You didn't receive any money from him?

24 A No. I did receive 500 tires he left there.

25 Q 500 tires? What did you do with tires?

1 A Take them to the landfill. They charged me two
2 dollars apiece to take them.

3 Q And it's down here, Doug's Autos, one month.
4 What is that?

5 A Those guys wanted to rent the building, part of
6 the building, to run an upholstery shop and do mechanic
7 in, mechanical work in. They stayed there about -- I
8 think they paid one or two months' rent.

9 Q Were you continuing to run the paint and body
10 shop during that time?

11 A Yes. Yes, sir.

12 Q It's got Mr. Baker. I think we've covered that
13 as far as what he paid. Is that correct?

14 A Beg your pardon?.

15 Q The bottom line is Mr. Baker. I think you
16 covered what he paid. Is that correct?

17 A Yeah. He didn't -- Most of this problem comes
18 from lack of communication between Ms. Massey and myself.

19 Q Well, let me ask you about The bills come to
20 her, is that correct, the water bill and the taxes?

21 A That's correct. That's correct. Been doing
22 that for 35, 40 years.

23 Q How does she notify you as to what is owed?

24 A She stops by the shop and tells me the water
25 bill was X amount. I give her half the money. Same with

1 the taxes. End of the year, we save on the taxes long as
2 we can, pay them late as we can, and she tells me what I
3 owe her, and I pay her, up until a couple of years ago.
4 She quit communicating with me, so I don't know until
5 after the fact when the taxes are due.

6 Q Do you write a check, pay cash, or how do you
7 pay her?

8 A Check.

9 Mr. Boyd: Thank you. That's all of the
10 questions I have.

11 The Court: Re-direct?

12 Mr. Foster: Briefly.

13 Further Examination: (By Mr. Foster)

14 Q Briefly. Mr. Fanning, did I understand
15 correctly that you pay these amounts you pay by check?

16 A Yes. I always paid by check.

17 Q Where are the checks?

18 A I don't know. I got them, in my bank, whatever.

19 Q Would you agree they weren't supplied to us?

20 A I didn't supply them to you.

21 Q Did you supply them to Mr. Boyd?

22 A I didn't supply them to Mr. Boyd, I don't
23 believe. Nobody asked me for them.

24 Q Okay, sir.

25 A If you'll ask Ms. Massey, she'll explain to you

1 I have paid her. Every time she's said I owed her I paid
2 her.

3 Q I believe she also sent you things by certified
4 mail, didn't she?

5 A I think she has. After she quit communicating
6 with me a couple of years ago on your advice.

7 Q Wouldn't be because you weren't paying your
8 bills?

9 A No, sir. I always paid them.

10 Q Sometimes?

11 A Always. Like I say, the only bills I haven't
12 paid is half the insurance and the last month's water
13 bill. Haven't paid for that half yet.

14 Q Sir, the agreement which is in front of you, as
15 I understand it, states that the rent or -- Let me read
16 it. This is Number 2. (As read) the parties shall equally
17 divide all rents, profits, liabilities, maintenance, taxes
18 and insurance regarding the subject property including any
19 payments on mortgage and other similar payments. This
20 paragraph covers the trailer park and the business
21 building but does not include the operation, profits or
22 losses of the business known as Rock Hill Paint and Body
23 Clinic. That is what it says, isn't it, sir?

24 A I think so, yes.

25 Q So, sir --

1 A And the only problem with that that I could
2 possibly see was when I put that extra trailer space at
3 1305, and I gave Ms. Massey another trailer space at 1307,
4 which I --

5 Q But my question was, as I read that, any income
6 from the building, the mechanic building, is supposed to
7 be joint. So my question is, have you paid Mr. Massey or
8 Ms. Massey on his behalf any of these monies that you have
9 talked about receiving from Baker or Kaminsky or Doug?

10 A Haven't gotten any rent. Might've -- I got two
11 months rent from Doug what's-his-name --

12 Q Okay, if not rent what do you call it?

13 A I haven't received any money from Mr. Kaminsky
14 or Mr. Baker.

15 Q Well, I believe you indicated you got \$6,000
16 from him?

17 A That was a down payment on a deposit. That
18 wasn't rent.

19 Q Which I believe you testified was part of -- was
20 for the property and the building?

21 A And the business.

22 Q The building, some part of that, belongs to Mr.
23 Massey, does it not?

24 A Yes, it does.

25 Q Okay.

1 A Nothing to do with the business. It's in the
2 contract.

3 Mr. Foster: I am talking about the
4 building, but thank you, sir. I have nothing
5 further.

6 The Court: Mr. Boyd?

7 Mr. Boyd: Nothing further.

8 The Court: You may step down. Mr. Foster?

9 Mr. Foster: Your Honor, if I may, my client
10 seems to be having a bit of a hissy so I need to
11 talk to him, if I may.

12 The Court: Okay.

13 Mr. Foster: Ma'am, Plaintiff's case.

14 The Court: Any motions, Mr. Boyd?

15 Mr. Boyd: I don't have motions. I'll have
16 arguments.

17 The Court: This will be my first ending of
18 a civil trial. I am not quite sure who proceeds
19 first with arguments.

20 Mr. Foster: I assume -- I don't mean to
21 interrupt, ma'am. I assume Mr. Boyd has a
22 Motion to Dismiss or something comparable. What
23 I am going to say in response to that is
24 effectively going to be my trial brief. So I
25 have no problem with him going forward if he

1 wishes to at this point.

2 The Court: Okay. I asked if he had any
3 motions.

4 Mr. Boyd: Yes. Your Honor, I would move
5 for dismissal as to the Complaint for Partition
6 as to 13 - I have to look at the contract - I
7 think it's 1305, on the basis that the contract
8 provides no partition action may be brought, and
9 basically the agreement specifically says that.

10 And as a result of that I would submit
11 that the Plaintiff is not entitled to that
12 relief as to that property. It appears that the
13 13, I think, 07 is not the subject of this
14 agreement, so I can't argue that the Plaintiff
15 can't go forward on that piece of property.

16 But as far as the other property I would
17 submit the contract, their contract provides a
18 way in which the property can be divided, that
19 provides upon the death of one party the estate
20 of the other party will buy it out.

21 Basically, Your Honor, as I stated in my
22 trial brief, as a general rule partition is a
23 right; however, as I have cited in cases that
24 parties can contract to waive that, and that is
25 what I submit was done in this situation.

1 There are some provisions of law that in
2 some -- that a clause in a contract can be
3 unreasonable; however, I submit that it's not
4 unreasonable in this case because it is not a
5 situation like in some of the cases in which
6 parties -- the property can never be
7 partitioned. In fact, there's some -- I think
8 the Court indicated in some cases that a
9 thousand years from now some property can't be
10 partitioned, but in this particular case there
11 is a provision of what will happen.

12 Basically, the parties entered an agreement
13 at that time that a lawyer drew up that upon --
14 that the partnership with the property would end
15 upon death, so that at that point the property
16 would be bought out by the other party.

17 Your Honor, I think the Plaintiff also
18 submitted or makes the argument that because
19 there's a partnership, the parties -- they are
20 entitled to partition because that would be part
21 of dissolving a partnership. However, I submit
22 in this case the partnership is not part and
23 parcel of the ownership of the property. Under
24 the -- just owning the property jointly does not
25 constitute a partnership.

1 What we have here is basically -- The
2 agreement talks about a partnership of sharing
3 expenses and profits of a mobile home park and
4 as a practical matter the parties long ago
5 divided the partnership. They each assigned
6 each other certain spaces. They each moved
7 mobile homes on those spaces. Those mobile
8 homes belonging to the respective parties, not
9 jointly.

10 The parties never commingled the rent from
11 the property. The parties make their own
12 repairs on those portions of the property. The
13 parties -- If there is a problem with a tenant
14 they evict the tenant themselves. The tenants
15 are not answerable to any of the other parties.
16 So essentially the parties have separate
17 entities, mobile homes, on the property. The
18 only thing the parties do is jointly own the
19 property together.

20 Either party could quit renting mobile
21 homes, and that's their decision of what to do
22 with the property. The only thing that the
23 parties really have jointly as far as the
24 property is one or two things. One, the taxes,
25 and any time parties owe property jointly, they

1 are both responsible for the taxes, so that in
2 and of itself doesn't create a partnership.

3 The property that -- They also on this
4 property share a water bill, and -- but the
5 statute setting forth the definition of a
6 partnership is operating a business for profit,
7 and the parties don't operate a business
8 together for profit. They have separate units.
9 Each gets the profit from whatever unit they
10 have. There's no commingling of profits or
11 commingling of monies. They share some expenses
12 that are involved with the property but they
13 don't jointly operate a business on the
14 property.

15 So I would submit that the Plaintiff, as a
16 matter of law, is not entitled to the relief it
17 seeks.

18 The Court: Mr. Foster?

19 Mr. Foster: Thank you. Ma'am, the simple
20 answer to Mr. Boyd's argument, with respect, is
21 the language of the agreement itself, which
22 states in its third paragraph, (As read) Whereas
23 the parties are no longer in business together
24 but wish to continue their partnership,
25 continuing the real property and trailer park

1 located thereon and desire to reduce their
2 agreement to writing. They pay the taxes
3 together. They keep the property up together.
4 They are in every sense of the word a
5 partnership. And here we come to the point.

6 There is one piece of property if I
7 remember correctly, 1305, to which this
8 agreement has no application. For that matter I
9 take it there is no argument against the right
10 of partition. Common law and the Uniform
11 Partnership Act as adopted by the State since
12 1950 sets out the common law rule.

13 A partner cannot be prevented from seeking
14 dissolution. Cannot. The South Carolina
15 statute even says if there's an agreement
16 against that it can still be allowed, and I am
17 quoting from 33-42-930. I absolutely agree that
18 the partnership agreement says what it is. The
19 partnership agreement had two purposes, I think,
20 clear on its face. One is to say that Mr.
21 Fanning was going to run the business, and the
22 other thing that says a partnership as to the
23 mobile home park, and as to the property because
24 that's the language they use.

25 Ma'am, this is, simply speaking, an illegal

1 agreement. Full stop. And South Carolina law
2 and the American English law on illegal
3 agreements is quite clear. They cannot be
4 enforced by this Court or any Court.

5 Beyond that there is the fact that the
6 parties own this property together, they are
7 tenants in common. Under the General Law of
8 Partition that means that either one has the
9 right to say, I want the property partitioned.

10 Now, I acknowledge Mr. Boyd's point, which
11 is well made. There are items of personal
12 property, the trailers, on this property. Well,
13 my response to that is they can either be sold
14 with the property, if the party so wishes, or
15 they can be moved, but as too the real property
16 we have the right, the black-letter-law right,
17 to enforce a partition.

18 I can go in to accounting but Mr. Boyd did
19 not get in to that and that would be more my
20 area. My understanding, ma'am, of the law as it
21 relates to this matter, in Rule 71, is as
22 follows: We have not attempted to set forward a
23 value for the property. We have the right to
24 use the ancient procedure of having you issue a
25 Writ of Partition in getting five people, I have

1 heard Mr. Boyd agree to few people less than
2 five, to go out and set the value or this Court
3 can, under what I believe is correctly 71(f)5,
4 simply go ahead and issue an order for sale of
5 the property. I believe under modern law that
6 can be a matter of listing it with a broker.
7 Either of those is acceptable to us. Either of
8 those is allowed.

9 I would like to address the other issues
10 about accounting and about any attorney's fees
11 that may arise, but I am responding at this
12 point to Mr. Boyd's order -- Mr. Boyd's
13 argument, pardon me, and I will reserve that
14 until the Court tells me I should go ahead.

15 The Court: Mr. Boyd, correct me if I'm
16 wrong. Your motion to dismiss really only has
17 to deal with the property at 1305 as to the
18 partition?

19 Mr. Boyd: That's correct.

20 The Court: Not as to 1307?

21 Mr. Boyd: That's correct.

22 The Court: Is this a motion for a directed
23 verdict? Is that really what --

24 Mr. Boyd: That's correct.

25 The Court: I am not denying the motion for

1 a directed verdict; however, I will proceed, and
2 I understand your arguments, and I will take
3 those in to consideration. It's just at this
4 stage I don't want to -- I'm denying your
5 motion for a directed verdict, if I understand
6 where we're at in this process. Is it Mr.
7 Foster is going to argue as far as closing
8 argument?

9 Mr. Foster: Ma'am, we've already discussed
10 partnerships so I see no reason to further
11 burden the Court. I am obviously restating our
12 brief, which the Court has.

13 Accounting is due to any partner if they
14 wish it. We have a situation here where there
15 is no documentation whatsoever furnished from
16 Mr. Fanning. Zip. We have his testimony; we
17 have our documentation, our attempted summary.

18 Let me jump to my point here, which may be
19 conceding too much. My understanding of
20 accounting is that this Court has the ability to
21 do one of two things. It can take the evidence,
22 sit down and make a decision about the money.
23 It can, as I understand it, defer the question
24 to a bookkeeper or an accountant, say, you
25 figure this out and give me a report.

1 Frankly, ma'am, given the fact that we are
2 told today there is all sorts of documentation
3 which we have not been furnished but which Mr.
4 Fanning claims exists, I would suggest that
5 possibly, although it's not the cheapest
6 mechanism, the best thing that could be done
7 would be, assuming the Court agrees we have the
8 right to an accounting, to refer this to an
9 accountant or a bookkeeper and allow them to
10 make a report to this Court which would allow me
11 and Mr. Boyd to make a comment.

12 Beyond that I would make a comment that an
13 accounting is due to us whether or not this
14 Court allows a partition. There is one piece of
15 property which partition is agreed. There's
16 no obligation to - There's not attempt to oppose
17 1305, if I have the numbers right.

18 We, of course, maintain because of our
19 argument that we stated earlier that it goes to
20 both parties, both pieces, and I believe it's
21 obvious that if there is going to be a division
22 and end this partnership, we need to wrap it up
23 and see what the numbers are going to be.

24 Beyond that, with no disrespect to opposing
25 counsel, under a partition case, this is under

1 Rule 71, we are allowed to ask for attorney's
2 fees. We are allowed to as having created a
3 common fund and we do so, assuming without
4 perhaps going too fast the Court's decision. I
5 would say at this point that I do not believe
6 that I am capable or, if Mr. Boyd believes he is
7 capable, of coming up with a figure that can be
8 submitted because we are not at the end of this
9 case. The Court may decide to give us
10 partition. Well, I gather it's going to have to
11 give us partition, with all due respect, ma'am,
12 as to one of these pieces or property, so there
13 will be work to be done on that. We think there
14 is on both.

15 Beyond that there is going to be an
16 accounting, possibly by this Court though I
17 urge, given the state of things, that possibly
18 an independent bookkeeper or accountant would be
19 the person to do this. Those issues need to be
20 faced, and that's what we believe is before the
21 Court today. Thank you.

22 The Court: Mr. Boyd?

23 Mr. Boyd: Your Honor, I stand on the
24 partitioning issue what I - I'll just adopt
25 what I said in my motion for directed verdict.

1 Your Honor, as far as accounting goes it
2 looks like from the -- what was submitted by the
3 Plaintiffs the basic testimony has been, I mean,
4 just going from -- nothing was received from Mr.
5 Kaminsky. I would say I believe that Mr.
6 Fanning is entitled -- He had cross claimed
7 against Mr. Kaminsky. I think he is entitled to
8 rent on the basis of quantum merit on that. I
9 think we put a -- we may have put a fee of
10 \$1,500 a month on that. I think the Plaintiff
11 in here said \$4,00 a month. If that should be
12 divided between the Plaintiff and the Defendant
13 that's fine, but I think at least the parties
14 are entitled to a judgement against Mr.
15 Kaminsky.

16 As far as the other items, the -- I think
17 it was testified what was received from Mr.
18 Baker. I would submit though under the
19 agreement between the parties -- If we're going
20 strictly by the agreement between Mr. Baker and
21 Mr. Fanning that was made, he was selling the
22 business of the -- the contract only states he
23 was selling the business, and he'll have no
24 legal equitable interest in the property until
25 \$500,000 is paid, which was never paid. And so

1 the business is separate and apart, Rock Hill
2 Paint and Body is separate and apart from the
3 property itself. So I submit that was for the
4 business itself, not for the property.

5 The other items are very small items. I
6 think Ms. Massey testified there's very little
7 of that that she claims has not been paid. I
8 think it comes to -- The 2018 taxes are owed, so
9 they are not due yet. My client certainly -- he
10 has to pay half of that, without question, but I
11 think he testified that the 2017 taxes had been
12 paid by him. The water, sewer and I think she
13 testified a number of that has been paid, so
14 there's very little here that hasn't been paid
15 that I think the Plaintiff would be entitled to.
16 Thank you.

17 Mr. Foster: I will try the Court's patience
18 with a very brief response. If we assume that
19 everything that Mr. Fanning has testified to is
20 accurate, based upon his memory alone, since we
21 have no documentation whatsoever, that might be
22 true. But we don't. We have no documentation
23 from him at all. No checks, no receipts,
24 nothing. I don't believe this Court properly
25 should make a decision based upon -- although,

1 granted, it may have to be done in some cases,
2 whether it finds one side or the other to be
3 more believable, though I would hope in this
4 case it would be my client. That is all.

5 Mr. Boyd: If I could just respond to that.

6 We can't produce something that doesn't exist
7 as far as money received from Mr. Kaminsky. If
8 he didn't pay him there's no way to document he
9 didn't pay it. As far as the other items I
10 think that pretty much what Ms. Massey testified
11 to concerning that, as far as what Mr. Fanning
12 has paid. So as far as any checks he's written,
13 those could be produced but as far as anything
14 received there is just no way to document that.

15 Mr. Foster: I would say we're in agreement
16 on the last point.

17 The Court: I am trying to work through the
18 different claims against the parties first.
19 And, Mr. Foster, nothing was mentioned -- I know
20 you filed an Affidavit and Motion for Default --

21 Mr. Foster: Yes, ma'am.

22 The Court: -- Against Mr. Baker and
23 Republic Finance.

24 Mr. Foster: Yes, ma'am. And the only point
25 of that is to say they could have made claim

1 against the property. They have not done so.
2 We were simply eliminating them as claimants to
3 the title?

4 The Court: And that was when the quiet
5 title --

6 Mr. Foster: Yes, ma'am.

7 The Court: And Mr. Foster, explain to me
8 what exactly were you trying to do with the
9 quiet title?

10 Mr. Foster: Being careful about the matter
11 because there were agreements by Mr. Baker and
12 we understand by Mr. Kaminsky to, quote,
13 unquote, purchase the property. We have
14 questions as to the validity of those
15 agreements, but if there were agreements they
16 were a cloud on title and; therefore, we wanted
17 the Court to be able to agree with us that they,
18 in fact, created no interest, legal or
19 equitable, in the property which belongs at this
20 point still to Mr. Massey and Mr. Fanning.

21 Mr. Boyd: And I am in complete agreement
22 with that.

23 Mr. Foster: Once in a blue moon.

24 The Court: I don't now if I need say final
25 judgment in favor of the Plaintiff, Mr.

1 Boyd, just as to the quiet title. I know that's
2 something both of - just solidify for both
3 parties.

4 The only thing I have to say about the
5 quiet title, Mr. Foster, I noticed -- I did not
6 notice until yesterday that there are unknown
7 heirs and minors. There are Richard Rowe and
8 John Doe.

9 Mr. Foster: We found no such people in the
10 title. That was put in simply to say should
11 anybody develop the course of this matter we
12 will add them as parties. They were not found,
13 they were not added.

14 The Court: I am going to remove those from
15 any order.

16 Mr. Foster: That would be fine.

17 The Court: And as to 1307, I do find that
18 Plaintiff is entitled to a partition. And
19 correct me if I am wrong, but that is the
20 property that is not within the agreement.

21 Mr. Boyd: That is correct.

22 Mr. Foster: Mr. Boyd says so. I think he
23 is correct.

24 Mr. Boyd: Let me absolutely sure.

25 Mr. Foster: I believe it might be easier

1 for us to say the house property.

2 Mr. Boyd: 1307 is the -- Actually, 1305 is
3 the house property. 1307 is the --

4 Mr. Foster: The house property is the one,
5 if I may, ma'am -- It's the property that came
6 in later.

7 Mr. Boyd: 1305 is.

8 The Court: The house property is not a part
9 of the agreement.

10 Mr. Boyd: That is correct.

11 The Court: I do find that the Plaintiff is
12 entitled to the partition as to 1305. Now as
13 far as -- We talked about the two different ways
14 of valuing the property?

15 Mr. Foster: As I read Rule 71, ma'am, there
16 are two possibilities. One is a defined 18th
17 century matter. This Court can issue a Writ of
18 Partition, and we can go out and find five
19 people, I say again I would hope Mr. Boyd might
20 agree on slightly fewer, to issue a matter of --
21 to issue an opinion as to value. I believe,
22 however, that we have adequately proved this
23 property is not - the real property - is not
24 adequately capable of being divided in to
25 portions.

1 I believe under that, and under 71 -- I'm
2 going try to remember, (f)3, this Court has the
3 ability as I read it and as I understand the
4 cases, to order a sale or a partition without a
5 writ, and I understand that would give the Court
6 a priority to either as we suggested with the
7 accountant to appoint some third party to give a
8 value and appoint a broker, should you of course
9 find that we have carried our case for partition
10 of that property.

11 The Court: Mr. Boyd, do you have any
12 opinion as to -- just as to the house property.

13 Mr. Boyd: This is the house property.
14 That's what the rule says.

15 Mr. Foster: Well, if that's agreed to, I
16 believe on the house there's no requirement
17 there be a Writ of Partition assuming -- Well,
18 the Court can do it that way. The Court is the
19 Court. I believe it has the ability to get an
20 order for a value or to appoint an independent
21 broker and sell the property. Or if the Court
22 wishes, sell it on the courthouse steps.

23 The Court: Well, I'll review that. I'd
24 like to do what is more cost efficient for the
25 parties as possible, so I don't know if that's -

1 - If the parties agree on a broker, if you
2 wanted me -- I guess it could go through a
3 private sale or public sale. I'm not sure.
4 I'll let you two discuss that, and I will review
5 about how to proceed from there. So I guess,
6 just right now,
7 the partition as to the house property?

8 Mr. Foster: Yes, ma'am.

9 The Court: That's 1305. What I'm going to
10 do is take under advisement 1307, the building,
11 the business and the accounting, the other two
12 issues left. Mr. Boyd, did you file a default
13 against Mr. Kaminsky?

14 Mr. Boyd: Actually, he wasn't in default.
15 He filed --

16 Mr. Foster: That's right. He answered and
17 then his attorney withdrew, and he was noticed
18 for this hearing.

19 The Court: And you were looking for a few
20 months that Mr. Kaminsky --

21 Mr. Boyd: Four months.

22 The Court: Four months, and you were
23 looking for the payment of that rent. The
24 Court: So I do find in favor of Mr.

25 (indiscernible) against Mr. Kaminsky for those

1 four months of rent. And Mr. Foster, was there
2 a claim from you against Mr. Kaminsky?

3 Mr. Foster: We have no claim against him
4 except the quiet title action now.

5 The Court: That's what I thought. Anything
6 further. Am I missing anything. It's just the
7 accounting and then the partition on --

8 Mr. Foster: Well, the big decision about
9 the partition and the accounting. As I
10 understand it, it will be on the order as well.
11 Your Honor has ordered the partition. There is
12 our right to attorney's fees. I presume Mr.
13 Boyd may wish to make a claim for that. We can
14 argue that at the time, but that is down the
15 line.

16 Mr. Boyd: I agree with that. Those are
17 the issues that are left for you to determine.

18 The Court: Anything further?

19 Mr. Foster: I don't think so, ma'am.

20 Mr. Boyd: No, Your Honor.

21 Whereupon: Hearing concluded at 11:30 a.m.

22

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25

1 P R O C E E D I N G S

2 Before: The Honorable Teasa Weaver

3 * * * * *

4 The Court: Case Number 2017-CP-46-0004, Massey
5 versus James Fanning. Present in the courtroom
6 representing the Plaintiff is Mr. Martin Foster.
7 Present representing Mr. Fanning is Mr. Jim Boyd.
8 This is Defendant's Motion to Alter Judgement
9 pursuant to Rule 59(e). Mr. Boyd, whenever you are
10 ready.

11 Mr. Boyd: Your Honor, this motion is a motion to
12 alter the judgement granting partition in this
13 action.

14 Just a little bit on why I am filing this
15 motion. Basically, the Plaintiff brought an action
16 for partition stating that the parties had a
17 partnership and the parties -- his client had a right
18 to dissolve the partnership, and part of the
19 dissolving of the partnership would be the sale of
20 the property by partition. There was one piece of
21 property that's not at issue, and I think everybody
22 agreed was subject to partition.

23 This goes to the other point. The Court, I
24 think in its order, a very well-reasoned order, dealt
25 with the issue of a partnership by saying that the

1 parties actually didn't have a partnership but had
2 developed -- basically had separate businesses and
3 there was no partnership. However, the Court ordered
4 partition based on, my client, Mr. Fanning entering
5 in to what the Court said in the order was a rental
6 agreement with another party thereby violating the
7 prior contract between the parties that provided that
8 there would be no partition of the property.

9 If you go back to the original contract between
10 the parties the, the Plaintiff relinquished his
11 rights in Rock Hill Paint and Body Clinic, which was
12 the business operated on the property in the
13 building.

14 My client kept operating this business, and it
15 was provided in the contract that my client wouldn't
16 have to pay any rent for that building. So my client
17 had an ongoing business in that property.

18 The Court found in its order that my client
19 entered in to a rental agreement with Defendant Baker
20 that he would rent the building and thereby violated
21 the contract. However, my client didn't rent the
22 building to Baker but agreed to a sale of the ongoing
23 business in which the Plaintiff had no interest.

24 Paragraph 6 of the agreement with Baker refers -
25 - referenced rather that the property was subject to

1 an agreement between the Plaintiff and the Defendant,
2 and the Defendant, my client, would be responsible
3 for complying with the terms of that agreement.

4 So that agreement between Baker and Fanning
5 referenced this underlying agreement, and basically
6 said that agreement would have to be complied with.
7 So there wouldn't be a breach of the agreement.

8 Baker was paying my client, Fanning, for his
9 interest in the business, which the Plaintiff in this
10 case had no interest in that business as an operating
11 business.

12 There was an amendment to the agreement with
13 Baker, but it didn't change the nature of the
14 agreement with Baker. It was provided in that
15 agreement in the end when Mr. Baker had paid so much
16 money, that there would be a transfer of the property
17 to him, but both agreements contemplated that this
18 agreement, the underlying agreement between Massey
19 and Fanning, would have to be complied with to do
20 that.

21 Now, at that point, had that come, there may
22 certainly have been some issues between Baker and
23 Fanning about that if Mr. Fanning had not been able
24 to comply with that but that wouldn't be a problem
25 between Massey and Fanning but between Baker and

1 Fanning. But that never occurred because the
2 agreement with Baker -- Basically, Mr. Baker never
3 complied with the agreement. He made some payments,
4 and then defaulted on the agreement so it didn't work
5 out. So the parties were back where they were to
6 begin with.

7 Even if it was a breach of the agreement for Mr.
8 Fanning to enter this agreement with Baker, it ended
9 up with the parties back in the same point they had
10 always been because Mr. Baker defaulted.

11 Basically, Your Honor, our contention is that
12 Mr. Fanning did not breach the underlying agreement,
13 that there wasn't a rental agreement, that the
14 Defendant -- I'm sorry, that the Plaintiff would have
15 been entitled to any money from because dealt with
16 the ongoing business that was something that Mr.
17 Fanning operated, a body shop on the premises, and
18 Mr. Baker was taking over that.

19 So I would submit that the Court should amend
20 its order based on that in denying the request for
21 partition because there wasn't a breach.

22 The Court: Thank you, Mr. Boyd. Mr. Foster?

23 Mr. Foster: Thank you, ma'am. Let me warn the
24 court up front. My deafness has increased;
25 therefore, I may have to lean over and say, would you

1 repeat that, please, ma'am. It's not intended to be
2 ill-mannered.

3 Briefly, ma'am, as I understand it, Mr. Boyd
4 began with the question of partnership. Let me again
5 repeat what I believe governs this matter, with no
6 disrespect to the Court because I believe the result
7 you arrived at and the reasoning you used are quite
8 proper. I also believe, however, that insofar as
9 partnership law goes an agreement against partnership
10 is clearly against private -- policy and statute.

11 Having said that, we are coming down to the
12 question of what the agreement, back in 1979, and the
13 following agreements in 19 -- 2061 (sic) meant.

14 I believe the Court is correct that the 1979
15 agreement where it clearly talks about the rent --
16 Pardon, the rentals and the profits from the business
17 known as Rock Hill Body Shop. It does not deal with
18 the question of an agreement to sell the property.

19 And what do we have in the 2016 agreement? It
20 says clearly in Paragraph Number 3, the real property
21 located at 1307 and 1305 Saluda Street, Rock Hill,
22 South Carolina, will be transferred to the second
23 party when \$500,000 has been paid. That is an
24 agreement so sell. It may be an agreement to sell
25 subject to whatever had to be done with my client,

1 but it is an agreement to sell land. It is clearly
2 that. It may be a mixed agreement whereby the party
3 was buying the business as well as the land, but the
4 fact is the land is there.

5 The extent the land is there is in violation of
6 the spirit and the letter of the 1979 agreement
7 which, if I may say, is, I believe, exactly what this
8 Court concluded. To that extent there is no problem
9 with the conclusion or the wording of the Court.

10 Basically, that's where we see it, ma'am. If I
11 can add anything I am happy to do so.

12 The Court: Mr. Boyd, I deny your motion, based
13 in part on the violation of the agreement was part of
14 my consideration of -- As far as his violation of the
15 1979 agreement Mr. Fanning, Mr. Fanning's violation
16 of the 1979 agreement, by entering in to this other
17 2016 agreements, was only part of the decision.

18 If you looked at the ruling, I stated that
19 further evidence of the fact that neither of these
20 parties, and the way that I viewed the evidence
21 before me, was that the agreement was entered in to
22 and then the parties just sort of developed their own
23 manner of operating their own businesses.

24 Many of the reasons to support why a partnership
25 was not created are the same reasons as to why this

1 agreement should not be enforced against Mr. Massey
2 because Mr. Fanning also did not -- neither party
3 really complied with this agreement after it was
4 entered in to. They did not share any rents, any
5 profits according to the agreement, so they in
6 themselves in operating the trailer park and the real
7 property did not coincide with the agreement.

8 Just based upon those terms, not to mention the
9 fact that then after that, years later after that,
10 Mr. Fanning then proceeds to enter in to these
11 agreements with Mr. Baker, which I believe in my
12 order -- and maybe to that point that I do need to
13 correct it because the 1979 agreement states, (As
14 read) The parties shall equally divide, in Paragraph
15 2, pardon me -- The parties shall equally divide all
16 rents and profits, and this paragraph covers the
17 trailer park and the business building.

18 And clearly the agreements Mr. Fanning entered
19 in to with Mr. Baker covered both the business and
20 the property, and neither of these agreements were
21 with the consent of Mr. Massey. And particularly the
22 second agreement basically leaves it to Mr. Baker to
23 make sure he complies or or buys Mr. Massey's
24 interest, which to me is in violation of the
25 agreement that there shall be no changes of any form

1 or manner whatsoever in the subject property without
2 mutual consent.

3 I don't think that changes by virtue of the fact
4 that Mr. Baker did not end up complying with the
5 amount. And also, I want to say that Mr. Fanning may
6 have referred to that \$4,000 as rent himself, but I
7 would note the agreement says rents or profits, which
8 I would think that if this were a rental agreement or
9 a contract to sell the property would include either,
10 one as a rent or one as profit from the sale of the
11 business building.

12 I find that that's what Mr. Fanning was
13 intending to do in these agreements with Mr. Baker,
14 was not only to sell the business but to sell the
15 business building and his interest in the property.

16 I hope that clarifies it, but I just wanted to
17 say that the reason for me stating about that these
18 agreements were in addition to already that the
19 parties -- I did not feel, just based upon the
20 evidence, that they conducted themselves in
21 accordance with the agreement, just based upon the
22 running of the trailer park and the real estate.

23 I think that alone could have been the reason to
24 say that neither one of them complied with the
25 agreement or followed the agreement, and so it would

1 be inequitable at this point to enforce the agreement
2 against either party.

3 And that these agreements, these 2016 agreements
4 with Mr. Baker, were just further evidence to me of
5 the fact that the agreement was not followed, the
6 1979 agreement was not solid by either party.

7 Anything further, Mr. Boyd?

8 Mr. Boyd: No, Your Honor.

9 The Court: Anything further, Mr. Foster?

10 Mr. Foster: I can support that Mr. Boyd and I
11 have discussed the question of the sale of the
12 property. I am not foreclosing the position at this
13 point. He may, in fact, wish to appeal it. But
14 assuming that's what we are moving toward, Your
15 Honor's order gave us, I believe, 30 days to file
16 something with you, and my -- although I suppose
17 technically a Rule 59 motion extends that time, it is
18 my hope that we could meet that deadline in the
19 absence of an appeal.

20 The Court: While I have you both here, because
21 this will be sort of my first procedure with
22 partition by sale, if you need an extension of time,
23 if you think you can work something out, please let
24 me know. I'll be more than happy --

25 Mr. Foster: We certainly do not, ma'am.

THIS AGREEMENT entered into this 5 day of October, 1979, by and between James Anthony Panning, hereinafter referred to as the First Party and Edgar Bruce Massey, hereinafter referred to as the Second Party; and

~~WHEREAS, the Parties jointly own property at 1307 Saluda Street, Rock Hill, South Carolina and were formerly partners in the business at the same address known as Rock Hill Paint and Body Clinic;~~

WHEREAS, the Parties are no longer in business together, but desire to continue their partnership regarding the real estate and trailer park located thereon and desire to reduce their agreement to writing; therefore,

BASED ON THE CONSIDERATION on the mutual promises contained herein and other valuable consideration, the Parties hereby agree as follows:

~~1. The Parties shall jointly own the subject real estate without consent of each party; the Parties specifically understand that they are hereby waiving any right they may have to initiate and pursue any partition or similar action to unilaterally force any sale or division of the subject property; the Parties specifically understand and declare that there shall be no changes of any form or manner whatsoever in the subject property without the mutual consent of each.~~

2. The Parties shall equally divide all rents, profits, liabilities, maintenance, taxes and insurance regarding the subject property including any payments on mortgages or other similar payments. This paragraph covers the trailer park and the business building, but does not include the operation, profits or losses of the business known as the Rock Hill Paint and Body Clinic; the First Party shall be responsible

~~WITNESSES~~

for all matters, debts, liabilities, and profits regarding the Rock Hill Paint and Body Clinic, past and future.

3. The Second Party hereby relinquishes any and all rights, claims or interest that he has or may have in the future in the business known as Rock Hill Paint and Body Clinic.

4. The Parties agree that the ~~portion of real estate~~ presently designated for use by Rock Hill Paint and Body Clinic shall remain as is and shall not be increased or decreased without the mutual consent of the Parties; however, nothing shall restrict the First Party from regulating the size of the business or the business buildings, but specifically refers to the amount of real estate on which the business is situate.

5. The First Party shall pay no rent on the business portion of the real estate unless the same is mutually agreeable by the Parties.

6. In the event of the death of either Party then the ~~decedent's estate shall sell and the surviving shall purchase the~~ deceased parties interest as it shall then appear for an amount equal to the amount that the deceased partner had actually paid for his interest.

IN WITNESS WHEREOF, the undersigned have hereunto entered into this Agreement on the day and year first above written.

IN THE PRESENCE OF:

James A. Fanning
Edgar Bruce Massey

JAMES ANTHONY FANNING

EDGAR BRUCE MASSEY

COUNTY OF YORK
The Rock Hill Paint and Body Clinic, past and future.

THIS AGREEMENT entered into this 5th day of September, 1975, by and between James Anthony Manning, hereinafter referred to as the First Party and Roger Bruce Hasey, hereinafter referred to as the Second Party, and

WHEREAS, the Parties jointly own property at 1307 Saduda Street, Rock Hill, South Carolina and were formerly partners in the business of the same address known as Rock Hill Paint and Body Clinic, a part of the Rock Hill, South Carolina, nothing shall prevent the Parties from being in business together; and WHEREAS, the Parties are no longer in business together and desire to continue their partnership regarding the subject matter and after said 180th day of September and desire to reduce their agreement to writing, therefore, out on the day and date of the consideration of the subject property, and other valuable consideration, the Parties hereby agree as follows: of the death of either Party then the other Party shall have the right to purchase the subject property or conveyance of the subject real estate without consent of either Party, the Parties specifically understand that they are hereby giving any right they may have to initiate and pursue any party or similar action to initiate any sale or disposition of the subject property; the Parties specifically understand and declare that there shall be no changes of any form or manner whatsoever in the subject property without the mutual consent of each Party; and the Parties shall equally divide all rents, profits, liabilities, maintenance, taxes and insurance regarding the subject property including any payments on mortgages or other similar payments. This paragraph covers the trailer park and the business building, but does not include the operation, profits or losses of the business known as the Rock Hill Paint and Body Clinic; the First Party shall be responsible

for all matters, debts, liabilities, and profits regarding
the Rock Hill Paint and Body Clinic, past and future.

3. The Second Party hereby relinquishes any and all
rights, claims or interest that he may have in the
future in the business known as Rock Hill Paint and Body
Clinic.

4. The Parties agree that the portion of real estate
presently designated for use by Rock Hill Paint and Body Clinic
shall remain as is and shall not be increased or decreased
without the mutual consent of the Parties. However, nothing shall
restrict the First Party from regulating the size of the business
or the business buildings, but specifically refers to the amount
of real estate on which the business is operated.

5. The Second Party shall pay no rent on the business
portion of the real estate unless the same is mutually agreeable
by the Parties.

6. In the event of the death of either Party then the
decedent's estate shall sell and the survivor shall purchase the
deceased party's interest as it shall then appear for an amount
equal to the amount that the deceased partner had actually paid
for his interest.

IN WITNESS WHEREOF, the undersigned have hereunto entered
this Agreement on the day and year first above written.

IN THE PRESENCE OF:

John J. [Signature]
John J. [Signature]

James Anthony [Signature]
James Anthony [Signature]

8032260547 >>> 2038760543

THE STATE OF SOUTH CAROLINA
YORK COUNTY

(See Affidavit)
RODDY, CARPENTER & WHITE
ATTORNEYS-AT-LAW
ROCK HILL, S. C.
TITLE TO REAL ESTATE NO. 101
White Star Printing Co., Inc.
Rock Hill, S. C.

FILED & RECORDED
JUL 14 1 12 PM '90
THE CLERK OF THE
YORK COUNTY S. C.



COUNTY
CONVEYANCE
TAX
\$ 35 75
PAID

KNOW ALL MEN BY THESE PRESENTS, That
William Hollman Rast and Marie M. Rast

In the State aforesaid, for and in consideration of the sum of

-----FULL VALUE----- Dollars,

to us in hand paid at and before the sealing of these presents by
James Anthony Fanning and Edgar Bruce Massey, 1307 Saluda Road, Rock
Hill, SC, 29730

In the State aforesaid

(the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these
Presents do grant, bargain, sell and release unto the said James Anthony Fanning and Edgar
Bruce Massey, their heirs and assigns, the following described property,
to wit:

All that certain piece, parcel or lot of land lying, being and situate
on the eastern side of Saluda Road in the City of Rock Hill, York County,
South Carolina and being more particularly shown and described on plat
of property drawn by Leonard H. Patterson as follows: BEGINNING at a
point on the eastern edge of Saluda Road joint front corner of within
property and property of Massey and Fanning and running thence N. 21-54
E. 137.2 feet to a point; thence in an easterly direction along the edge
of Blackmon Street for a distance of 169 feet to a point; thence S. 20-
44 W. 186.5 feet to an iron; thence N. 68-06 W. 170 feet to the point of
beginning.

DERIVATION: Deed from J. Reuben Anderson, recorded 2-11-44, Book 112
Page 132.

The within described property is conveyed subject to existing easements
and to restrictions, if any, appearing in the chain of title, which said
restrictions, if any, are not intended to be reimposed hereby.

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TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned, unto the said James Anthony Fanning and Edgar Bruce Massey, their Heirs and Assigns forever.

And We do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said James Anthony Fanning and Edgar Bruce Massey, their Heirs and Assigns against us and our Heirs and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our Hands and Seals this 9th day of July in the year of our Lord one thousand nine hundred and eighty and in the two hundred and fourth year of the Sovereignty and Independence of the United States of America.

Given, sealed and delivered in the presence of
Charles Jackson
 Charles Jackson

William Hollman East
 William Hollman East
Mary M. East
 Mary M. East (Seal)

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432

THE STATE OF SOUTH CAROLINA,
YORK COUNTY

PERSONALLY APPEARED before me Charyl P. Jackson and
made oath that she saw the within named William Hollman Rast and Marie M. Rast

sign, seal and as their act and deed, deliver the within Written Deed; and that she with
Carroll M. Pitts, Jr. witnessed the execution thereof.

Sworn to before me this 9th day of

July, A.D. 1980

(Seal) *Charyl P. Jackson*

Notary Public for S.C.

My Commission Expires: 5/19/90

Charyl P. Jackson

THE STATE OF SOUTH CAROLINA,
YORK COUNTY

I, Carroll M. Pitts, Jr.,

RENUNCIATION OF DOWER

Notary Public,

do hereby certify unto all whom

it may concern, that Mrs. Marie M. Rast

the wife of the within named William Hollman Rast

did this day appear before me, and upon being privately and separately examined by me, did declare
that she does freely, voluntarily, and without compulsion, dread or fear of any person or person
whomsoever, renounce, release, and forever relinquish unto the within named James Anthony
Fanning and Edgar Bruce Massey, their
Heirs and Assigns, all her interest and estate, and also her
right and claim of Dower, of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this 9th

day of July, A.D. 1980

(Seal) *Marie M. Rast*

Notary Public for S.C.

My Commission Expires: 5/19/90

Marie M. Rast
Marie M. Rast

133

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State of South Carolina
County of York

WILLIAM HOLMAN EAST AND

WALTER M. EAST

TO

JAMES ARTHUR FANNING AND

EDGAR SHEPHERD GAGNEY

Title To Real Estate

I hereby certify that the within deed was

filed for record in my office at 1:12

P.M. which is the 14th day

of July 1954

and was immediately entered upon the proper

index and duly recorded in Book 611

of Deeds, page 230 York

County, S. C.

Witness my hand and the seal of said County, S. C.

at York, S. C. this 14th day

of July 1954

In Testimony Whereof I have hereunto set my hand and the seal of said County, S. C.

at York, S. C. this 14th day

of July 1954

Notary Public for York County, S. C.

RODNEY CARPENTER & WHITE

ATTORNEYS-AT-LAW

YORK, S. C.

RECORDED

YORK COUNTY

TAX ASSESSOR'S OFFICE

DATE 9/15/54

TAX MAP NO. 152-1-14

INITIALS J. H. G.

433

433

104
44
AFTER RECORDING, MAIL TO:
Robinson, Bradshaw & Hinson, P.A.
Post Office Drawer 12070
Rock Hill, SC 29731
Attn: Carroll M. Pitts, Jr.

000301909
RECORDED 07/10/2006 02:37:42PM
Bk:08193 Pg:00017 Pages:5
Fee:10.00 State:104.00
County:44.00 Exempt:
David Hamilton, Clerk of Court
York County, SC

RECORDED

YORK COUNTY

TAX ASSESSOR'S OFFICE

DATE

7/11/06

TAX MAP NO.

623-1-1-3

INITIALS

TS Kj 8

ROBINSON, BRADSHAW & HINSON, P.A.

Attorneys at Law

140 East Main Street, Suite 420

Rock Hill, South Carolina 29730

THE STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF YORK

Hollman ^{per}
WHEREAS, William ~~Hoffman~~ Rast and Marie M. Rast entered a Contract of Purchase and Sale as Sellers with James Anthony Fanning and Edgar Bruce Massey as Purchasers, a copy of which is recorded in Deed Book 541 at Page 976 (the "Contract"); and

Hollman ^{per}
WHEREAS, William ~~Hoffman~~ Rast died testate on October 26, 1980 and devised all of his property to his wife, Marie McNaron Rast; Probate Court File 719-21,092; and

WHEREAS, Marie McNaron Rast died testate June 19, 1996 and by the terms of her Last Will and Testament her residuary estate was devised to Bettye Rast Thomas and by the terms of the First Codicil to the Last Will and Testament of Marie M. Rast, devised and bequeathed her interest in the proceeds of the Contract to Betty Rast Thomas; and

WHEREAS, all of the payment required under the Contract have been paid in full;

NOW, THEREFORE:

KNOW ALL MEN BY THESE PRESENTS, That I, Bettye Rast Thomas, in consideration of the preamble, to me in hand paid at and before the sealing of these presents by James Anthony Fanning and Edgar Bruce Massey, P. O. Box 11313, Rock Hill, SC 29731 (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said James Anthony Fanning and Edgar Bruce Massey, their heirs and assigns, the following described property, to wit:

All that certain piece, parcel or lot of land lying, being and situate in the on the eastern side of Saluda Street City of Rock Hill, County of York, State of South Carolina and being more particularly shown and described on plat of property drawn by Leonard H. Patterson, as follows: Beginning at a point on the eastern edge of Saluda Street, joint corner of within property and property now or formerly of W. R. Rast, Jr., said point being 137.2 feet from the southern edge of Blackman Street and running thence S. 68-06 E. 170 feet to a point; thence running S. 77-00 E. 78.5 feet to a point; thence running S. 83-08 E. 82.5 feet to a point; thence running S. 86-45 E. 145 feet to an old iron; thence running N. 87-03 E. 113.2 feet to an old iron; thence running S. S. 43-23 W. 270 feet to an iron; thence running N. 53-03 W. 516.1 feet to an iron on the eastern edge of Saluda Street; running thence with said edge of said Street N. 21-54 E. 52.4 feet to the

point of beginning; containing 2.03 acres more or less; together with the right and privilege to use a certain 20 foot alley having a depth of 150 feet and leading from the eastern portion of the tract herein described to Marshal Road.

DERIVATION: Deed from J. Reuben Anderson to W. H. Rast, Jr. dated February 9, 1944 and recorded February 11, 1944 in Deed Book 112, Page 132.

TMS# 623-01-01-003 and 008.

The within described property is conveyed subject to restrictions, of record in the chain of title and to easements and rights of way of record or apparent upon a reasonable inspection of the premises.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said James Anthony Fanning and Edgar Bruce Massey, their heirs and assigns forever.

And I do hereby bind myself and my heirs to warrant and forever defend all and singular the said premises unto the said James Anthony Fanning and Edgar Bruce Massey, their heirs and assigns against myself and my heirs and against every other person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under the undersigned, but not otherwise.

Witness my hand and seal this 15th day of June and in the year of our Lord two thousand six (2006) and in the two hundred and thirtieth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered
in the presence of:

Sharon G. Halloran
(witness 1)

Bettye R. Thomas (SEAL)
Bettye R. Thomas

William B. Halloran
(witness 2 who also signs as
Notary below)

William B. Halloran
Notary Public. In and for the State of
Comm. Exp. 8/31/2009

THE STATE OF VIRGINIA)
COUNTY OF Isle of Wight)

The foregoing instrument was acknowledged before me this 15th day of June 2006 by Bettye ^{BRT}
R. Thomas.

William B. Hill (SEAL)
Notary Public for Virginia
My Commission Expires: 8/31/2009

[NOTARIAL SEAL]

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 1307 Saluda Street, Rock Hill, SC bearing York County Tax Map Numbers 623-01-01-003 and 008 was transferred by Bettye R. Thomas to James Anthony Fanning and Edgar Bruce Massey on June 15, 2006.
3. Check one of the following: The deed is
 - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) exempt from the deed recording fee because (See Information section of affidavit):
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or 3(b) above has been checked (See Information section of this affidavit.):
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$40,000.00
 - (b) The fee is computed on the fair market value of the realty which is
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes or No X to the following: A lien or encumbrances existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here \$40,000.00

(b) Place the amount listed in item 5 above here
(If no amount is listed, place zero here)

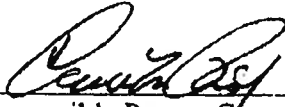
-0-

(c) Subtract Line 6(b) from Line 6(a) and place result here: 40,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and deed recording fee due is: \$148.00

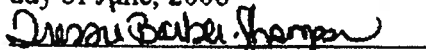
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Buyer's attorney.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned for not more than one year, or both.



Responsible Person Connected with the Transaction
Carroll M. Pitts, Jr.

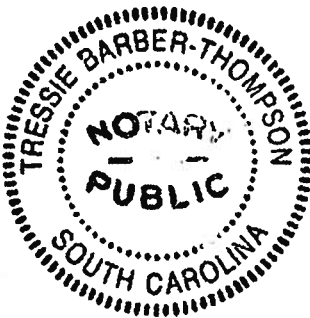
Sworn to before me this 27
day of June, 2006



Notary Public for S.C.

My Commission Expires: 4/5/2010

Print or Type Name Here



Auto-Owners

Page 1

15560 (01-14)

Issued 06-14-2018

Policyholder since 1994

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

DWELLING FIRE POLICY DECLARATIONS

AGENCY CORRELL INSURANCE
16-0808-00 Mkt Terr 106 (803) 324-2984

Renewal Effective 07-21-2018

INSURED EDGAR B MASSEY & ANTHONY FANNING

POLICY NUMBER 43-715-261-00

Company Use 36-51-SC-9407

ADDRESS PO BOX 11313

ROCK HILL SC 29731-1313

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.
07-21-2018 to 07-21-2019

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

TOTAL POLICY PREMIUM
PAID IN FULL DISCOUNT
TOTAL POLICY PREMIUM IF PAID IN FULL

TERM

\$867.56
-43.38
\$824.18

LOCATION DESCRIPTION

1305 Saluda Rd Rock Hill, SC 29730-6228

Special Form Policy

COINSURANCE CLAUSE - SOUTH CAROLINA VALUATION CLAUSE APPLIES

Frame Construction Built in 1952

Roof Age Unknown

Protection Class 1

Non owner Primary Home

PRIMARY PROPERTY COVERAGES

	LIMITS
A Dwelling	\$94,000
B Other Structures	
All Other Structures (Unless Specifically Excluded)	9,400
C Personal Property	6,000
D Loss of Rents	9,400

Property Deductible
\$250 - All Peril Deductible

COVERAGES THAT APPLY

Property Coverage Limitation for Fungi, Wet Rot, Dry Rot
and Bacteria resulting from a covered cause of loss

\$14,100

Terrorism - Certified Acts

See Forms 59350, 15243, 59390

PREMIUM ADJUSTMENTS THAT APPLY

Dwelling/Auto Multi-Policy Discount

Age of Insured Discount - Policy Term Age 70

Multiple Family Surcharge

Paid In Full Discount is available

Claim Free Discount

Payment History Discount

FIXED FEES AND STATUTORY CHARGES

Terrorism - Certified Acts Premium

\$8.59

Premium for Wind/Hail Coverage

\$171.80

Premium for All Other Coverages

\$695.76

TOTAL LOCATION PREMIUM

\$867.56

Forms That Apply To This Location:

15004 (07-97) 15408 (08-13) 15426 (04-14) 15439 (03-15) 15147 (02-05) 15023 (07-97)

Secured Interested Parties: None

EXHIBIT



RECEIPT FOR PAYMENT OF PROPERTY TAXES
YORK COUNTY TREASURER P.O. BOX 116 YORK, S.C. 29745

TD

TAXPAYER COPY

DATE PAID 12/08/2017

PERSONAL		APPRaised VALUE		TOTAL	ASSES. %	ASSESSED VALUE	LEVY	LESS EXEMPTIONS	TOTAL TAXES PAID
		LAND	BUILDING						
		57000	35400	92400	6%	5544	403.7	.00	2,238.11
DISTRICT	CITY CODE	SCHOOL DISTRICT		CITY		DESCRIPTION OF PROPERTY:			
3X	RH	ROCK HILL		ROCK HILL		OFF BLACKMON ST			
MAP REFERENCE NUMBER		ACRES		LOTS		BLDGs.			
623-01-01-008		1.90				13			
\$	1305.06	SCH TAXES	\$	518.36	CITY TAXES	\$	.00	CITY ASMT	
\$	146.37	GEN FUND	\$	133.61	GF-SHERIFF	\$	21.07	GF-SOLICTR	
\$	.55	CAPITAL PR	\$	52.11	CNTY BONDS	\$	26.06	LIBRARY	
\$	14.41	CULTURE	\$	20.51	YORK TECH	\$	.00	UNINCORP.	
\$	.00	SPEC. FIRE	\$						
TAXES LEVIED BY SCHOOL BOARD		TAXES LEVIED BY CITY		TAXES LEVIED BY COUNTY COUNCIL		2,238.11 GROSS TAX			
1,305.06		518.36		414.69					
FANNING JAMES ANTHONY & EDGAR BRUCE MASSEY PO BOX 11313 ROCK HILL S C 29731									
Taxes we are not paying any late fees your copy									
GROSS TAXES 2,238.11 LESS EXEMPTIONS: .00 PENALTIES & COSTS .00 TOTAL AMOUNT PAID 2,238.11									
York County SOUTH CAROLINA Check your payment status on-line at www.YORKCOUNTYGov.com									

Massey pd

for 2017

RECEIPT FOR PAYMENT OF PROPERTY TAXES

HS5 DATE PAID 01/12/2017

YORK COUNTY TREASURER P.O. BOX 116 YORK, S.C. 29745

PERSONAL		APPRaised VALUE		TOTAL	ASSES. %	ASSESSED VALUE	LEVY	LESS EXEMPTIONS	TOTAL TAXES PAID
		LAND	BUILDING						
		57000	35400	92400	6%	5544	395.7	.00	2,193.76
DISTRICT	CITY CODE	SCHOOL DISTRICT		CITY		DESCRIPTION OF PROPERTY:			
3X	RH	ROCK HILL		ROCK HILL		OFF BLACKMON ST			
MAP REFERENCE NUMBER		ACRES		LOTS		BLDGs.			
623-01-01-008		1.90				13			
\$	1271.80	SCH TAXES	\$	518.36	CITY TAXES				
\$	291.07	CNTY OPER	\$	.00	CITY SPEC ASSMNT				
\$	52.11	CNTY BONDS	\$	25.50	LIBRARY				
\$	14.41	CULTURE	\$	20.51	YORK TECH				
\$	.00	SPEC. FIRE	\$	.00	UNINCORP.				
TAXES LEVIED BY SCHOOL BOARD		TAXES LEVIED BY CITY		TAXES LEVIED BY COUNTY COUNCIL		2,193.76 GROSS TAX			
1,271.80		518.36		403.60					
FANNING JAMES ANTHONY & EDGAR BRUCE MASSEY PO BOX 11313 ROCK HILL S C 29731									
GROSS TAXES 2,193.76 LESS EXEMPTIONS: .00 PENALTIES & COSTS .00 TOTAL AMOUNT PAID 2,193.76									
York County SOUTH CAROLINA									

035002-16-3

for 2016

Mail others to James Fanning which almost looks same as there We are paying to take for 21 had to pay

ROCK HILL PAINT & BODY 07/12
ROCK HILL MACHINE SHOP
PH. 803-328-5757 / 803-789-3737
1307 SALUDA STREET
ROCK HILL, SC 29730

1161

9-2-14

45-1275 630
401

Date

Pay to the

Order of

Linda Murrey

\$ 190.00

one hundred ninety & 00/100

Dollars



Carolina PREMIERBANK

www.carolinapremierbank.com

For

Water Report

[Signature]

⑆053012760⑆051137852⑆

1161

Same \$

no well # for
machine shop

1st of 2014
Feb March mail Koff
get up on dirt

☒ Track your expenses...

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

☐ TAX-DEDUCTIBLE ITEM

1256

12517

York County Treasurer
Two thousand five hundred thirty three
Specs 1309 Saluda
St.
623-01-01-008

BALANCE FORWARD	
THIS ITEM	2232.11
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

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

NOT NEGOTIABLE

ILL NO. 035510-17-3

RECEIPT FOR PAYMENT OF PROPERTY TAXES

YORK COUNTY TREASURER P.O. BOX 116 YORK, S.C. 29745

TD

TAXPAYER ID#

DATE PAID 12/08/2017

APPROAISED VALUE		TOTAL		ASSES %	ASSESSED VALUE	LEVY	LESS EXEMPTIONS	TOTAL TAXES PAID
LAND	BUILDING							
57000	35400	92400	6%	5544	403.7	.00		2,238.11
SCHOOL DISTRICT		CITY		CITY				
RH		ROCK HILL		ROCK HILL				
MAP REFERENCE NUMBER		ACRES		LOTS		BLDG.		
11-01-008		1.90				13		
05.06	SCH TAXES \$	518.36	CITY TAXES \$	.00	CITY ASMT			
16.37	GEN FUND \$	133.61	GP-SHERIFF \$	21.07	GP-SOLICTR			
.55	CAPITAL PR \$	52.11	CNTY BONDS \$	26.06	LIBRARY			
4.41	CULTURE \$	20.51	YORK TECH \$	.00	UNINCORP.			
.00	SPEC. FIRE \$							
LEVIED BY SCHOOL BOARD		TAXES LEVIED BY CITY		2,238.11 GROSS TAX				
1,305.06		518.36		TAXES LEVIED BY COUNTY COUNCIL				
				414.69				
ING JAMES ANTHONY & EDGAR E MASSEY OX 11313 HILL S C 29731 <i>Massey pd</i>								
GROSS TAXES						2,238.11		
LESS EXEMPTIONS:						.00		
PENALTIES & COSTS						.00		
TOTAL AMOUNT PAID						2,238.11		
York County SOUTH CAROLINA Check your payment status on-line at www.yorkcountysc.gov								

2017

United States Postal Service®		Today's Date	Sender's Name
Sorry We Missed You! We'll Deliver for You		8-22	
Item is at:	Available for Pick-up After	For Redelivery Go to usps.com/redelivery or see reverse	
☒ Post Office (See back)	Date	Time	
☒ Letter (2)	For Delivery: (Enter total number of items delivered by service type)	☐ If checked, you or your agent must be present at time of delivery to sign for item.	
☐ Large envelope, magazine, catalog, etc.	For Notice Left: (Check applicable item)	USPS Tracking # or Article Number(s)	
☐ Parcel	☐ Priority Mail	700 5862 2151 6161	
☐ Perishable item	☐ Express Mail	2327	
☐ Other	☒ Certified Mail	Return Receipt for Merchandise	
	☐ Restricted Delivery	Signature Confirmation	
	☐ Registered Mail	Notice Left Section	
Article Requiring Payment	Amount Due	Customer Name and Address	
☐ Postage Due	☐ COD ☐ Customs	Finney, S. & Mary J.	
☒ Final Notice: Article will be returned to sender on 8-22		PO Box 11313	
Delivered By and Date			
PS Form 3849, July 2013		usps.com Delivery Notice/Reminder/Receipt	

We will redeliver OR you or your agent can pick up your mail at the Post Office. (Bring this form and proper ID.
If your agent will pick up, sign below in item 2, and enter agent's name here).

1. Check all that apply in section 3.
a. Sign in section 2 below.
b. Leave this notice where the carrier can see it.

2. Sign Here to authorize redelivery or to authorize an agent to sign for you.

206 S WILSON ST
ROCK HILL SC
29730-9998
800ASK-USPS
www.usps.com/redelivery or 800-ASK-USPS (276-8777)

Delivery Section

3. ☐ Redeliver (Enter day of week):

(Allow at least two business days for redelivery, or go to usps.com/redelivery or call 800-877-8777 to arrange redelivery.)

☒ Leave item at my address.
(This requires 7 days of no delivery attempts.)

☐ Return item to sender. (Example: Return to sender. This is placed on the front of the envelope.)

☐ Refused

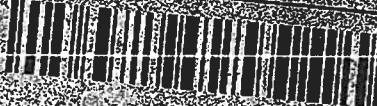
Signature

X

Printed Name

Delivery Address

USPS



5293 0550 8327 9891

PS Form 3849, July 2013 (Reverse)

BILL NO. 035001-16-3

PROPERTY TAX BILL
YORK COUNTY, SOUTH CAROLINA



TAX YEAR 2016

PERSONAL		APPAISED VALUE		TOTAL	ASSES. %	ASSESSED VALUE	LEVY	LESS EXEMPTIONS	TOTAL TAXES DUE
LAND	BUILDING								
	19200	9200		28400	6	1704	395.7		\$ 674.27
DISTRICT	CITY CODE	SCHOOL DISTRICT		CITY		DESCRIPTION OF PROPERTY:			
3X	RH	ROCK HILL		ROCK HILL		SALUDA ST			
PRIOR YEAR TAX ON THIS PROPERTY		Apartment							
668.99									
FANNING JAMES ANTHONY & EDGAR									
MAP REFERENCE NUMBER		ACRES		LOTS		BLDGS.		QUESTIONS ABOUT YOUR TAX BILL ?	
623-01-01-003				1		1		REFER TO THE BACK OF THIS NOTICE	
								FOR THE OFFICE TO CONTACT.	
								You may be eligible for a reduction of taxes based on the Homestead	
								Exemption Program. Please see the program description on the back	
								of this bill to see if you qualify.	

THE INFORMATION BELOW IS A BREAKDOWN OF HOW YOUR TAX DOLLARS ARE DISTRIBUTED.

302.29	SCHOOL OPERATIONS
88.61	SCHOOL DEBT SERVICE
159.32	CITY OPERATIONS
.00	CITY SPECIAL ASSESSMENT
89.46	COUNTY OPERATIONS
16.02	COUNTY DEBT SERVICE
7.84	LIBRARY
4.43	CULTURAL AND HERITAGE
6.30	YORK TECHNICAL COLLEGE
.00	UNINCORPORATED
.00	SPECIAL FIRE DISTRICT

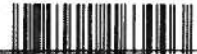
\$ 674.27 TAXES DUE

Handwritten notes: Auto 4-26-17, 3375, He 675, Paid in 2017

GROSS TAXES	\$ 674.27
LESS EXEMPTIONS:	
SCHOOL TAX CREDIT SAVINGS	
HOMESTEAD EXEMPTION	
INDUSTRIAL ABATEMENT	
PLUS CITY FEES: (CONTACT CITY FOR MORE INFORMATION)	
TOTAL TAXES & FEES DUE BY JANUARY 15th	\$ 674.27
If the tax due date falls on a weekend or holiday, taxes may be paid on the next business day without penalty.	
York County south carolina	
Installment payment information on reverse side of this bill. Taxes may be paid on-line at www.YORKCOUNTYGOV.com	

BILL NO. 035001-16-3

DETACH HERE



TAX YEAR 2016

MAIL THIS STUB WITH PAYMENT TO:
YORK COUNTY TREASURER
P.O. BOX 116
YORK, S.C. 29745

FANNING JAMES ANTHONY & EDGAR
BRUCE MASSEY
PO BOX 11313
ROCK HILL S C 29731

TOTAL TAXES & FEES DUE BY JANUARY 15th	\$ 674.27
PAY THIS AMOUNT AFTER JANUARY 15th	\$ 694.50
PAY THIS AMOUNT AFTER FEBRUARY 1st	\$ 741.70
PAY THIS AMOUNT AFTER MARCH 16th	\$ 775.41

Handwritten notes: 1591, 674, 2265, 4094, -294, 711000

IF YOUR ADDRESS HAS CHANGED, PLEASE INDICATE NEW ADDRESS BELOW:

County Taxes: If you have questions concerning your taxes, please contact one of the following offices:

County Assessor (803-684-8526): For questions on real estate and mobile home assessments, ownership records, address changes, and roll back taxes.

County Auditor (803-684-8501; 803-909-7171): For questions on the preparation and calculation of tax bills, homestead exemption applications, and personal property assessments including vehicles, business personal property, watercraft and aircraft.

County Treasurer/Tax Collector (803-684-8527, 803-909-7272): For questions on the payment of current or delinquent taxes.

For questions about the Town of Fort Mill's Stormwater Utility fee, please contact the Stormwater Department at 803-396-9730 or stormwaterhotline@fortmillsc.gov.

City Taxes (For questions on fees or use of City taxes):

Town of Clover	803-222-9495
Town of Fort Mill	803-547-2116
Town of Hickory Grove	803-925-2625
City of Rock Hill	803-325-2500
Town of Sharon	803-927-1927
City of Tega Cay	803-548-3512
City of York	803-684-2341

School Taxes (For questions on use of school district taxes):

York School District #1	803-684-9916
Clover School District #2	803-810-8000
Rock Hill School District #3	803-931-1000
Fort Mill School District #4	803-548-2527

NEW PAYMENT OPTIONS

We now accept Visa, Master Card, and Discover at Counter and through Internet Transactions or by Phone. Payments made by credit/debit cards and by phone are subject to a convenience fee passed on and collected by the County's payment processor. The County only collects the amount of the bill.

Taxes at 1-866-541-4097 - Water/Sewer at 1-866-541-4098
by E-Check on County Website
www.yorkcountygov.com

Taxes may be paid by mail or at the following locations:

York County Office Complex 1070 Heckle Blvd. - Suite 101 Rock Hill, SC 29732	York County Tax and Fee Payment Office 18 West Liberty St. York, SC 29745
--	--

Installment Payments (Advance Payments of Real Estate Taxes)

In 2009 Council adopted an ordinance providing for installment payments of real estate taxes. This option allows taxpayers to pay their future year taxes in advance of the January 15th tax deadline in 6 installments. The amount of the first five installment payments is based on the amount of the current year's tax bill and the final installment is determined once the new bill has been calculated in October.

In order to be eligible for the Tax Year 2017 installment program, your 2016 taxes must be paid by January 15, 2017. The application period is from December 1, 2016 through January 15, 2017 and will be on-line beginning December 1, 2016.

Homestead Exemption Program:

You are eligible for a reduction in this tax bill if you met the following qualifications prior to December 31st of last year:

- (1) were 65 years of age; or were legally blind; or were 100% disabled...AND
- (2) Hold complete fee-simple title or life estate to this property as your primary residence and (3) have been a legal resident of South Carolina for at least a year prior to December 31st of last year.

If you are already receiving the Homestead Exemption, you do not need to reapply unless, in the past year, there has been a change in ownership of the property or you have moved. For further information call the York County Auditor's office at 803-684-8501 or 803-909-7171.

Aircraft and Watercraft:

S.C. Code provides for the proration of property taxes, if the (seller) and (buyer) agree, when personal property, (boats, motors, airplanes, helicopters, etc.), but not including motor vehicles or units of manufactured housing, is transferred. If you wish to appeal the value of your personal property, or have taxes pro-rated, you must do this on or before the first penalty date. For details call the York County Auditor's Office prior to January 15th at (803) 684-8501 or (803) 909-7171

(Rev. 6/16)

Real Estate Tax Information: If this property was transferred to a new owner during the year and the new owner is responsible for the taxes, please forward this bill to the new owner of the property.

X BILL NO. 034999-16-3

PROPERTY TAX BILL
YORK COUNTY, SOUTH CAROLINA



TAX YEAR **2016**

APPRaised VALUE				ASSES. %	ASSESSED VALUE	LEVY	LESS EXEMPTIONS	TOTAL TAXES DUE
PERSONAL	LAND	BUILDING	TOTAL					
	40000	27000	67000	6	4020	395.7		\$ 1,590.71

DISTRICT	CITY CODE	SCHOOL DISTRICT	CITY
3X	RH	ROCK HILL	ROCK HILL
PRIOR YEAR TAX ON THIS PROPERTY			
1578.25 FANNING JAMES ANTHONY			
MAP REFERENCE NUMBER		ACRES	LOTS
623-01-01-014		.62	1

DESCRIPTION OF PROPERTY:
SALUDA STREET

Shop Building

QUESTIONS ABOUT YOUR TAX BILL ?
REFER TO THE BACK OF THIS NOTICE
FOR THE OFFICE TO CONTACT.

You may be eligible for a reduction of taxes based on the Homestead Exemption Program. Please see the program description on the back of this bill to see if you qualify.

*****AUTO**SCH 5-DIGIT 29730 275
FANNING JAMES ANTHONY
& EDGAR BRUCE MASSEY
PO BOX 11313
ROCK HILL SC 29731-1313
76157

THE INFORMATION BELOW IS A BREAKDOWN OF HOW YOUR TAX DOLLARS ARE DISTRIBUTED.

713.15	SCHOOL OPERATIONS
209.04	SCHOOL DEBT SERVICE
375.87	CITY OPERATIONS
.00	CITY SPECIAL ASSESSMENT
211.05	COUNTY OPERATIONS
37.79	COUNTY DEBT SERVICE
18.49	LIBRARY
10.45	CULTURAL AND HERITAGE
14.87	YORK TECHNICAL COLLEGE
.00	UNINCORPORATED
.00	SPECIAL FIRE DISTRICT

GROSS TAXES	\$ 1,590.71
LESS EXEMPTIONS:	
SCHOOL TAX CREDIT SAVINGS	
HOMESTEAD EXEMPTION	
INDUSTRIAL ABATEMENT	
PLUS CITY FEES: (CONTACT CITY FOR MORE INFORMATION)	
TOTAL TAXES & FEES DUE BY JANUARY 15th	
	\$ 1,590.71

\$ 1,590.71 TAXES DUE

If the tax due date falls on a weekend or holiday, taxes may be paid on the next business day without penalty.



TAX BILL NO. 035002-16-3

DETACH HERE

TAX YEAR 2016

MAIL THIS STUB WITH PAYMENT TO:

T YORK COUNTY TREASURER
P.O. BOX 116
YORK, S.C. 29745

FANNING JAMES ANTHONY & EDGAR
BRUCE MASSEY
PO BOX 11313
ROCK HILL S C 29731

TOTAL TAXES & FEES DUE BY JANUARY 15th	
PAY THIS AMOUNT AFTER JANUARY 15th	\$ 2,193.76
PAY THIS AMOUNT AFTER FEBRUARY 1st	\$ 2,259.57
PAY THIS AMOUNT AFTER MARCH 16th	\$ 2,413.14
PAY THIS AMOUNT AFTER MARCH 16th	\$ 2,522.82

IF YOUR ADDRESS HAS CHANGED, PLEASE INDICATE NEW ADDRESS BELOW:

IMPORTANT INFORMATION ON BACK

LINDA A. MASSEY PH. 803-324-0177
EDGAR B. MASSEY
P.O. BOX 11313
ROCK HILL, SC 29731-1313

DATE 1-8-17

PAY TO THE ORDER OF York Co. Treasurer \$ 2193.76

Two thousand one hundred + ninety three + 76/100 DOLLARS

25301 BB&T
BRANCH BANKING AND TRUST COMPANY OF SOUTH CAROLINA
115 SALUDA STREET
CHESTER, SC 29706

MEMO 623-01-0-008 paid Linda A. Massey

05320160715120718519 0248

for 2016

mailed 1-8-2017



City of Rock Hill
155 Johnston Street
P.O. Box 11706
Rock Hill, SC 29731

Access Your Account and **Pay 24 hours a day** at www.cityofrockhill.com/utilitybilling

Or via IVR : 803-329-5565

Payment Locations

155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00
Customer Service Contact number (803)325-2500

Account Number	Bill Type	Due Date	Amount	
1031510	REGLR	Jan-26-2017	\$378.06	
EPP.No	Settle Up Mo-	Beg Bal	Current Chgs	End Bal
Service Address	1305 SALUDA ST SUITE 201			

Account Activity

Bill Date	Jan-10-2017
Days	31
Previous Balance	\$366.54
Payments	-\$366.54
Adjustments/Fees	-\$11.00
Balance Forward	-\$11.00
Penalties	\$11.00
Current Charges	\$378.06
Total Due	\$378.06



AUTO**SCH 5-DIGIT 29730 2014 T5:5 2014 1 AV 0.373
ED MASSEY
PO BOX 11313
ROCK HILL SC 29731-1313

Electric Consumption History



Water Consumption History



Description	Meter	Prior Date	Current Date	Prior Reading	Current Reading	Multi/ Dem	Usage	\$Amount
Sanitation Residential								18.59
Stormwater Residential								3.50
Sewer Residential Inside City								\$57.66
Outdoor Lighting								12.16
- State Tax								0.85
Basic Electric Res	61221108	06-Dec-16	06-Jan-17	37095	39032	1	1937	\$55.87
Water Inside City Res	03136726	06-Dec-16	06-Jan-17	139368	140750	7.48	10337	29.43
TOTAL CURRENT CHARGES								378.06

We will also be closed on Monday, January 16th, in observance of Martin Luther King, Jr. Day. . Don't forget to take advantage of our automated bill payment system by dialing 329-5500.



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Payment Locations

155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00
Customer Service Contact number (803)325-2500

Account Number	Bill Type	Due Date	Amount	
1031510	REGLR	Apr-24-2017	\$299.02	
EPP:No	Settle Up Mo-	Beg Bal	Current Chgs	End Bal
Service Address	1305 SALUDA ST SUITE 201			

Account Activity

Bill Date	Apr-06-2017
Days	33
Previous Balance	\$349.05
Payments	-\$349.05
Adjustments/Fees	\$0.00
Balance Forward	\$0.00
Penalties	\$0.00
Current Charges	\$299.02
Total Due	\$299.02



AUTO**SCH 5-DIGIT 29730 2013 T5:5 2013 1 AV 0.370
ED MASSEY
PO BOX 11313
ROCK HILL SC 29731-1313

Electric Consumption History



Water Consumption History



Description	Meter	Prior Date	Current Date	Prior Reading	Current Reading	Multi/Dem	Usage	\$Amount
Sanitation Residential								13.59
Stormwater Residential								3.50
Sewer Residential Inside City								34.09
Outdoor Lighting								12.16
- State Tax								0.85
Basic Electric Res	61221108	02-Mar-17	04-Apr-17	42806	44410	1	1604	213.60
Water Inside City Res	03136726	02-Mar-17	04-Apr-17	142636	143236	7.48	4488	16.23
TOTAL CURRENT CHARGES								299.02

City offices will be closed April 17, 2017 in observance of Easter Monday Don't forget to take advantage of our automated bill payment system by dialing 329-5500. June is the enrollment period for the Equalized Payment Plan.



City of Rock Hill
155 Johnston Street
P.O. Box 11706
Rock Hill, SC 29731

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Or via IVR : 803-329-5565

Payment Locations

155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00
Customer Service Contact number (803)325-2500

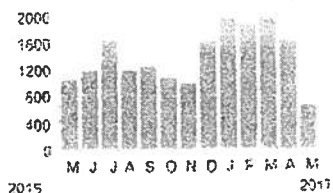
Account Number	Bill Type	Due Date	Amount
1031510	REGLR	May-24-2017	\$177.10
EPP:No	Settle Up Mo-	Beg Bal	Current Chgs
Service Address	1305 SALUDA ST SUITE 201		

Account Activity

Bill Date	May-08-2017
Days	30
Previous Balance	\$299.02
Payments	-\$299.02
Adjustments/Fees	\$0.00
Balance Forward	\$0.00
Penalties	\$0.00
Current Charges	\$177.10
Total Due	\$177.10

AUTO**SCH 5-DIGIT 29730 1762 T4:4 1762 1 AV 0.370
ED MASSEY
PO BOX 11313
ROCK HILL SC 29731-1313

Electric Consumption History



Water Consumption History



Description	Rate	Period	Current	Previous	Current	Usage	Amount
Sanitation Residential							18.59
Stormwater Residential							3.50
Sewer Residential inside City							34.68
Outdoor Lighting							12.16
-- State Tax							0.25
Basic Electric Res	61221108	04-Apr-17	04-May-17	44410	45047	1	30.84
Water inside City Res	08136738	04-Apr-17	04-May-17	143338	143855	7.48	16.47
TOTAL CURRENT CHARGES							\$177.10

Rock Hill City Hall will be closed on May 29, 2017, in observance of Memorial Day. June is the enrollment period for the Equalized Payment Plan. The deadline for enrollment is June 30, 2017.



City of Rock Hill
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P.O. Box 11706
Rock Hill, SC 29731

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Or via IVR : 803-329-5565

Payment Locations

155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00
Customer Service Contact number (803)325-2500

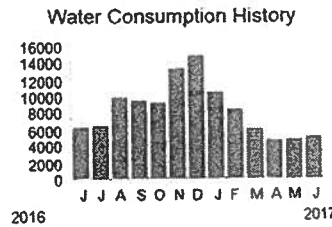
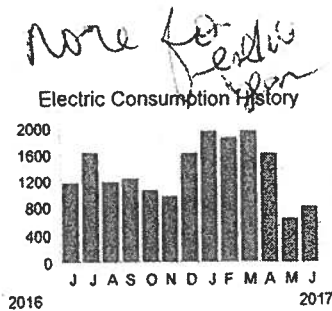
Account Number	Bill Type	Due Date	Amount	
1031510	REGLR	Jun-23-2017	\$201.68	
EPP:No	Settle Up Mo-	Beg Bal	Current Chgs	End Bal
Service Address	1305 SALUDA ST SUITE 201			

Account Activity

Bill Date	Jun-07-2017
Days	32
Previous Balance	\$177.10
Payments	\$177.10
Adjustments/Fees	\$0.00
Balance Forward	\$0.00
Penalties	\$0.00
Current Charges	\$201.68
Total Due	\$201.68



*AUTO**ALL FOR AADC 280 3172 T8:8 3172 1 AV 0.370
ED MASSEY
PO BOX 11313
ROCK HILL SC 29731-1313



Description	Meter	Prior Date	Current Date	Prior Reading	Current Reading	Multiplier	Usage	\$Amount
Sanitation Residential								18.59
Stormwater Residential								3.50
Sewer Residential Inside City								-36.02
Outdoor Lighting								-12.16
- State Tax								0.85
Basic Electric Res	61221108	04-May-17	05-Jun-17	45047	45863	1	816	113.56
Water Inside City Res	03136726	04-May-17	05-Jun-17	143856	144520	7.48	4967	17.00
TOTAL CURRENT CHARGES								201.68

June is the enrollment period for the Equalized Payment Plan. The deadline for enrollment is June 30, 2017.



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Payment Locations
155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00
Customer Service Contact number (803)325-2500

Account Number	Bill Type	Due Date	Amount	
1031510	REGLR	Jul-31-2017	\$232.71	
EPP.No	Settle Up Mo-	Beg Bal	Current Chgs	End Bal
Service Address	1305 SALUDA ST SUITE 201			

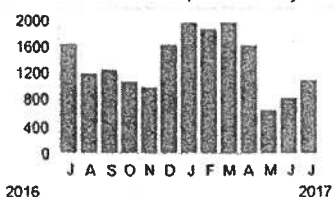
Account Activity

Bill Date	Jul-13-2017
Days	35
Previous Balance	\$201.68
Payments	-\$201.68
Adjustments/Fees	\$0.00
Balance Forward	\$0.00
Penalties	\$0.00
Current Charges	\$232.71
Total Due	\$232.71

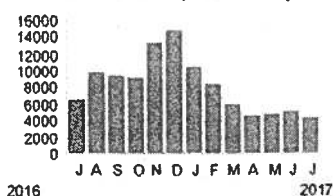


*AUTO**ALL FOR AADC 280 2165 T7:9 2165 2 AB 0.400
ED MASSEY
PO BOX 11313
ROCK HILL SC 29731-1313

Electric Consumption History



Water Consumption History



Description	Meter	Prior Date	Current Date	Prior Reading	Current Reading	Mult/Dem	Usage	\$Amount
Sanitation Residential								18.86
Stormwater-Residential								3.50
Sewer Residential Inside City								33.14
Outdoor Lighting								12.16
- State Tax								0.85
Basic Electric Res	61221108	05-Jun-17	10-Jul-17	45863	46951	1	1088	148.09
Water Inside City Res	03136726	05-Jun-17	10-Jul-17	144520	145079	7.48	4181	16.11
TOTAL CURRENT CHARGES								232.71

Please remember that you must allow at least 10 days for delivery of an online banking payment. You can now pay your bill online at www.cityofrockhill.com.



City of Rock Hill
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P.O. Box 11706
Rock Hill, SC 29731

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Or via IVR : 803-329-5565

Payment Locations
155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00
Customer Service Contact number (803)325-2500

Account Number	Bill Type	Due Date	Amount	
1031510	REGLR	Aug-25-2017	\$249.78	
EPP:No	Settle Up Mo-	Beg Bal	Current Chgs	End Bal
Service Address	1305 SALUDA ST SUITE 201			

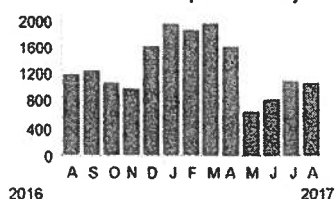
Account Activity

Bill Date	Aug-09-2017
Days	29
Previous Balance	\$232.71
Payments	-\$232.71
Adjustments/Fees	\$0.00
Balance Forward	\$0.00
Penalties	\$0.00
Current Charges	\$249.78
Total Due	\$249.78

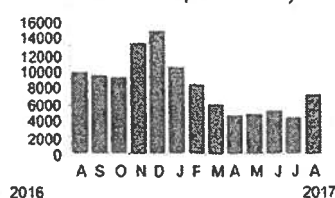


*AUTO**ALL FOR AADC 280 2165 T6:7 2165 1 AB 0.400
ED MASSEY
PO BOX 11313
ROCK HILL SC 29731-1313

Electric Consumption History



Water Consumption History



Description	Meter	Prior Date	Current Date	Prior Reading	Current Reading	Mult/Dem	Usage	Amount
Sanitation Residential								19.52
Stormwater Residential								3.50
Sewer Residential Inside City								45.97
Outdoor Lighting								12.16
- State Tax								0.85
Basic Electric Res	61221108	10-Jul-17	08-Aug-17	46951	48010	1	1059	144.41
Water Inside City Res	03136726	10-Jul-17	08-Aug-17	145079	146029	7.48	7106	23.37
<i>4120</i> <i>181</i> <i>250</i> <i>-41</i> <i>209</i> <i>Apt:</i> <i>Amount noted</i>								
TOTAL CURRENT CHARGES								249.78

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Payment Locations

155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00
Customer Service Contact number (803)325-2500

Account Number	Bill Type	Due Date	Amount	
1031510	REGLR	Sep-28-2017	\$235.80	
EPP:No	Settle Up Mo-	Beg Bal	Current Chgs	End Bal
Service Address	1305 SALUDA ST SUITE 201			

Account Activity

Bill Date	Sep-12-2017
Days	31
Previous Balance	\$249.78
Payments	-\$249.78
Adjustments/Fees	\$0.00
Balance Forward	\$0.00
Penalties	\$0.00
Current Charges	\$235.80
Total Due	\$235.80

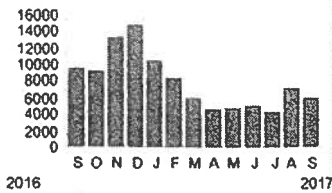


*AUTO**ALL FOR AADC 280 2141 T6:6 2141 1 AB 0.400
ED MASSEY
PO BOX 11313
ROCK HILL SC 29731-1313

Electric Consumption History



Water Consumption History



Description	Meter	Prior Date	Current Date	Prior Reading	Current Reading	Multi/Dem	Usage	\$Amount
Sanitation Residential								19.52
Stormwater Residential								3.50
Sewer Residential Inside City								41.00
Outdoor Lighting								12.16
- State Tax								0.85
Basic Electric Res	61221108	08-Aug-17	08-Sep-17	48010	49023	1	1013	138.57
Water Inside City Res	03136726	08-Aug-17	08-Sep-17	146029	146819	7.48	5909	20.20
TOTAL CURRENT CHARGES								235.80

#24

APT. 201
9934

326
- 73
163

Please remember that you must allow at least 10 days for delivery of an online banking payment.

Deliverable to City of Rock Hill Allow 10 days for mailing



City of Rock Hill
155 Johnston Street
P.O. Box 11706
Rock Hill, SC 29731

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Or via IVR : 803-329-5565

Payment Locations

155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00
Customer Service Contact number (803)325-2500

Account Number	Bill Type	Due Date	Amount	
1031510	REGLR	Oct-26-2017	\$224.55	
EPP.No	Settle Up Mo-	Beg Bal	Current Chgs	End Bal
Service Address	1305 SALUDA ST SUITE 201			

Account Activity

Bill Date	Oct-10-2017
Days	32
Previous Balance	\$235.80
Payments	-\$235.80
Adjustments/Fees	\$0.00
Balance Forward	\$0.00
Penalties	\$0.00
Current Charges	\$224.55
Total Due	\$224.55



*AUTO**ALL FOR AADC 280 2032 T7:8 2032 1 AB 0.400
ED MASSEY
PO BOX 11313
ROCK HILL SC 29731-1313

Call

Electric Consumption History



Water Consumption History



Description	Meter	Prior Date	Current Date	Prior Reading	Current Reading	Multi/Dem	Usage	Amount
SANITATION PICKUP								25.00
Sanitation Residential								19.52
Stormwater Residential								3.50
Sewer Residential Inside City								38.83
Outdoor Lighting								12.16
- State Tax								0.85
Basic Electric Res	61221108	08-Sep-17	07-Oct-17	49023	49775	1	752	105.44
Water Inside City Res	03136726	08-Sep-17	07-Oct-17	146819	147539	7.48	5386	19.25
TOTAL CURRENT CHARGES								224.55

Anthony's people not Apt.

Anthony's tenant

*35
2(70)
#9921*

*35
25
60*

140

0-29-17

08 778.09 for

Please remember that you must allow at least 10 days for delivery of an online banking payment.



City of Rock Hill
155 Johnston Street
P.O. Box 11706
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Payment Locations
155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00
Customer Service Contact number (803)325-2500

Account Number	Bill Type	Due Date	Amount
1031510	REGLR	Nov-27-2017	\$208.29
EPP:No	Settle Up Mo-	Beg Bal	Current Chgs
Service Address	1305 SALUDA ST SUITE 201		



*AUTO**ALL FOR AADC 280 2217 T9:9 2217 1 AB 0.400
ED MASSEY
PO BOX 11313
ROCK HILL SC 29731-1313

Account Activity

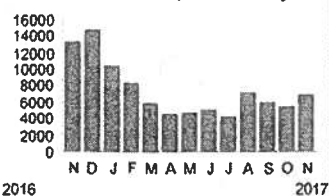
Bill Date	Nov-10-2017
Days	34
Previous Balance	\$224.55
Payments	-\$224.55
Adjustments/Fees	\$0.00
Balance Forward	\$0.00
Penalties	\$0.00
Current Charges	\$208.29
Total Due	\$208.29

for Aprt
Anthony "O" paid at 2017

Electric Consumption History



Water Consumption History



Description	Meter	Prior Date	Current Date	Prior Reading	Current Reading	Multi/Dem	Usage	\$Amount
Sanitation Residential								19.52
Stormwater Residential								3.50
Sewer Residential Inside City								44.76
Outdoor Lighting								12.16
-- State Tax								0.85
Basic Electric Res	61221108	07-Oct-17	07-Nov-17	49775	50523	1	748	104.93
Water Inside City Res	03136726	07-Oct-17	07-Nov-17	147539	148450	7.48	6814	22.57
TOTAL CURRENT CHARGES								208.29

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34

owed
24
10013

16 reg sewer top

Happy holidays from the City of Rock Hill. We will close for Thanksgiving Thursday November 23 and Friday November 24. Please remember that you must allow at least 10 days for delivery of an online banking payment.



City of Rock Hill
155 Johnston Street
P.O. Box 11706
Rock Hill, SC 29731

Or via IVR : 803-329-5565
Payment Locations
155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00
Customer Service Contact number (803)325-2500

Account Number	Bill Type	Due Date	Amount	
1031510	REGLR	Dec-28-2017	\$280.59	
EPP:No	Settle Up Mo-	Beg Bal	Current Chgs	End Bal
Service Address	1305 SALUDA ST SUITE 201			



*AUTO**ALL FOR AADC 280 4315 T10:13 4315 1 AB 0.400
ED MASSEY
PO BOX 11313
ROCK HILL SC 29731-1313

Account Activity	
Bill Date	Dec-12-2017
Days	35
Previous Balance	\$208.29
Payments	-\$208.29
Adjustments/Fees	\$0.00
Balance Forward	\$0.00
Penalties	\$0.00
Current Charges	\$280.59
Total Due	\$280.59

Electric Consumption History



Water Consumption History



Description	Meter	Prior Date	Current Date	Prior Reading	Current Reading	Multi/Dem	Usage	\$Amount
Sanitation Residential								19.52
Stormwater Residential								3.50
Sewer Residential Inside City								42.65
Outdoor Lighting - State Tax								12.16
Basic Electric Res	61221108	07-Nov-17	08-Dec-17	50523	51868	1	1345	0.85
Water Inside City Res	03136726	07-Nov-17	08-Dec-17	148450	149293	7.48	6306	180.72
								21.19
TOTAL CURRENT CHARGES								280.69

The City of Rock Hill would like to wish you and your family a safe holiday season. In observance of the Holiday Season the City of Rock Hill will be open Half Day on December 1st and 2nd and will be closed December 25th, December 26th, and January 1st, 2018. Please make check payments to City of Rock Hill. Allow 10 days for mailing.



City of Rock Hill
155 Johnston Street
P.O. Box 11706
Rock Hill, SC 29731

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Payment Locations

155 Johnston St – Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00
Customer Service Contact number (803)325-2500

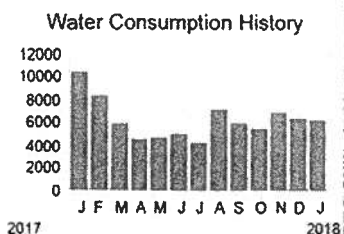
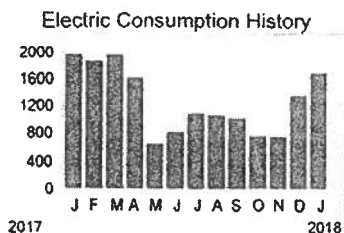
Account Number	Bill Type	Due Date	Amount	
1031510	REGLR	Jan-26-2018	\$321.10	
EPP.No	Settle Up Mo-	Beg Bal	Current Chgs	End Bal
Service Address	1305 SALUDA ST SUITE 201			

Account Activity

Bill Date	Jan-10-2018
Days	33
Previous Balance	\$280.59
Payments	-\$280.59
Adjustments/Fees	\$0.00
Balance Forward	\$0.00
Penalties	\$0.00
Current Charges	\$321.10
Total Due	\$321.10



*AUTO**ALL FOR AADC 280 2164 T6:7 2164 1 AB 0.400
ED MASSEY
PO BOX 11313
ROCK HILL SC 29731-1313

[illegible]

Rock Hill City Hall will be closed on January 15, 2018, in observance of Martin Luther King, Jr. Day.

Detach and return this stub with remittance - Please make check payable to City of Rock Hill - Allow 10 days for mailing

Account Number	Prior Balance	Current Charges	Current Charges Due	Total Due
1031510	\$0.00	\$321.10	Jan-26-2018	\$321.10

3% Late penalty of \$9.63 applied Jan-31-2018 after 5 pm



155 Johnston St – Lobby Hours 8:00-5:00
155 Johnston St – Drive Thru Hours: 8:30-6:00

Amount Enclosed \$

Draft: No

Next Draft Date:

CITY OF ROCK HILL
P.O. BOX 63039
CHARLOTTE NC 28263-3039

Pay 24 hours a day at

www.cityofrockhill.com/utilitybilling
Or via IVR : 803-329-5565

7.037.51.000000000000003211.00000321107501



City of Rock Hill
155 Johnston Street
P.O. Box 11706
Rock Hill, SC 29731

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Or via IVR : 803-329-5565

Payment Locations

155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00
Customer Service Contact number (803)325-2500

Account Number	Bill Type	Due Date	Amount	
1031510	REGLR	Feb-26-2018	\$389.52	
EPP:No	Settle Up Mo-	Beg Bal	Current Chgs	End Bal
Service Address	1305 SALUDA ST SUITE 201			

Account Activity

Bill Date	Feb-09-2018
Days	36
Previous Balance	\$321.10
Payments	-\$321.10
Adjustments/Fees	\$0.00
Balance Forward	\$0.00
Penalties	\$0.00
Current Charges	\$389.52
Total Due	\$389.52



AUTO**SCH 5-DIGIT 29726 2056 T5:5 2056 1 AV 0.375
ED MASSEY
PO BOX 11313
ROCK HILL SC 29731-1313

Electric Consumption History



Water Consumption History



Description	Meter	Prior Date	Current Date	Prior Reading	Current Reading	Mult/ Dem	Usage	\$Amount
Sanitation Residential								19.52
Stormwater Residential								3.50
Sewer Residential Inside City								~46.87
Outdoor Lighting								~12.16
-- State Tax								0.85
Basic Electric Res	61221108	04-Jan-18	06-Feb-18	53539	55687	1	2148	282.66
Water Inside City Res	03136726	04-Jan-18	06-Feb-18	150119	151098	7.48	7323	- 23.96
TOTAL CURRENT CHARGES								389.52

Please remember that you must allow at least 10 days for delivery of an online banking payment. You can now pay your bill online at www.cityofrockhill.com.

Detach and return this stub with remittance - Please make check payable to City of Rock Hill - Allow 10 days for mailing

Account Number	Prior Balance	Current Charges	Current Charges Due	Total Due
1031510	\$0.00	\$389.52	Feb-26-2018	\$389.52

3% Late penalty of \$11.69 applied Mar-05-2018 after 5 pm



Payment Locations

155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00

Amount Enclosed \$

Draft: No

Next Draft Date:



CITY OF ROCK HILL
P.O. BOX 63039
CHARLOTTE NC 28263-3039

Pay 24 hours a day at
www.cityofrockhill.com/utilitybilling
Or via IVR : 803-329-5565



City of Rock Hill
155 Johnston Street
P.O. Box 11706
Rock Hill, SC 29731

Access Your Account and Pay 24 hours a day at www.cityofrockhill.com/utilitybilling
Or via IVR : 803-329-5565

Payment Locations
155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00
Customer Service Contact number (803)325-2500

Account Number	Bill Type	Due Date	Amount	
1031510	REGLR	Feb-23-2017	\$351.60	
EPP:No	Settle Up Mo-	Beg Bal	Current Chgs	End Bal
Service Address	1305 SALUDA ST SUITE 201			



AUTO**SCH 5-DIGIT 29730 2152 T5:5 2152 1 AV 0.370
ED MASSEY
PO BOX 11313
ROCK HILL SC 29731-1313

Account Activity

Bill Date	Feb-07-2017
Days	28
Previous Balance	\$378.06
Payments	-\$378.06
Adjustments/Fees	\$0.00
Balance Forward	\$0.00
Penalties	\$0.00
Current Charges	\$351.60
Total Due	\$351.60

Electric Consumption History



Water Consumption History



Description	Acct	Prior Date	Current Date	Prior Reading	Current Reading	Meter	Usage	Amount
Sanitation Residential								18.59
Stormwater Residential								3.50
Sewer Residential Inside City								49.31
Outdoor Lighting								12.16
-- State Tax								0.86
Basic Electric Res	61221108	06-Jan-17	03-Feb-17	39032	40868	1	1836	243.05
Water Inside City Res	03136726	06-Jan-17	03-Feb-17	140750	141855	7.48	3265	24.14
TOTAL CURRENT CHARGES								\$351.60

Don't forget to take advantage of our automated bill payment system by dialing 329-5500.

Detach and return this stub with remittance - Please make check payable to City of Rock Hill - Allow 10 days for mailing

Account Number	Prior Balance	Current Charges	Current Charges Due	Total Due
1031510	\$0.00	\$351.60	Feb-23-2017	\$351.60

3% Late penalty of \$10.55 applied Feb-28-2017 after 5 pm

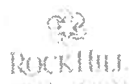
Payment Locations

155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00

Amount Enclosed \$

Draft: No

Next Draft Date:



CITY OF ROCK HILL
P.O. BOX 63039
CHARLOTTE NC 28200-3039

Pay 24 hours a day at
www.cityofrockhill.com/utilitybilling
Or via IVR : 803-329-5565



City of Rock Hill
155 Johnston Street
P.O. Box 11706
Rock Hill, SC 29731

Access Your Account and **Pay 24 hours a day** at www.cityofrockhill.com/utilitybilling
Or via IVR : 803-329-5565

Payment Locations

155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00
Customer Service Contact number (803)325-2500

Account Number	Bill Type	Due Date	Amount	
1031510	REGLR	Mar-22-2017	\$349.05	
EPP:No	Settle Up Mo-	Beg Bal	Current Chgs	End Bal
Service Address	1305 SALUDA ST SUITE 201			

Account Activity

Bill Date	Mar-06-2017
Days	27
Previous Balance	\$351.60
Payments	-\$351.60
Adjustments/Fees	\$0.00
Balance Forward	\$0.00
Penalties	\$0.00
Current Charges	\$349.05
Total Due	\$349.05



AUTO**SCH 5-DIGIT 29730 2072 T5:5 2072 1 AV 0.370
ED MASSEY
PO BOX 11313
ROCK HILL SC 29731-1313

Electric Consumption History



Water Consumption History



Description	Meter	Prior Date	Current Date	Prior Reading	Current Reading	Multi/Dem	Usage	\$Amount
Sanitation Residential								18.59
Stormwater Residential								3.50
Sewer Residential Inside City								39.54
Outdoor Lighting								12.16
- State Tax								0.85
Basic Electric Res	61221108	03-Feb-17	02-Mar-17	40868	42806	1	1938	256.00
Water Inside City Res	03136726	03-Feb-17	02-Mar-17	141855	142636	7.48	5842	-18.41
2/17/17 (35) Ant Lags do 1 e 2 ✓ # Apt 1 256 + 35 = 291 291 / 18 = 16.17 16.17 * 18 = 291.06 291.06 - 18.41 = 272.65 272.65 + 35 = 307.65 307.65 + 18.59 = 326.24 326.24 + 3.50 = 329.74 329.74 + 39.54 = 369.28 369.28 + 0.85 = 370.13 370.13 - 12.16 = 357.97 357.97 - 0.85 = 357.12 357.12 - 3.50 = 353.62 353.62 - 18.59 = 335.03 335.03 - 3.50 = 331.53 331.53 - 39.54 = 291.99 291.99 - 0.85 = 291.14 291.14 - 12.16 = 278.98 278.98 - 3.50 = 275.48 275.48 - 18.59 = 256.89 256.89 - 3.50 = 253.39 253.39 - 39.54 = 213.85 213.85 - 0.85 = 213.00 213.00 - 12.16 = 200.84 200.84 - 3.50 = 197.34 197.34 - 18.59 = 178.75 178.75 - 3.50 = 175.25 175.25 - 39.54 = 135.71 135.71 - 0.85 = 134.86 134.86 - 12.16 = 122.70 122.70 - 3.50 = 119.20 119.20 - 18.59 = 100.61 100.61 - 3.50 = 97.11 97.11 - 39.54 = 57.57 57.57 - 0.85 = 56.72 56.72 - 12.16 = 44.56 44.56 - 3.50 = 41.06 41.06 - 18.59 = 22.47 22.47 - 3.50 = 18.97 18.97 - 39.54 = -20.57 -20.57 - 0.85 = -21.42 -21.42 - 12.16 = -33.58 -33.58 - 3.50 = -37.08 -37.08 - 18.59 = -55.67 -55.67 - 3.50 = -59.17 -59.17 - 39.54 = -98.71 -98.71 - 0.85 = -99.56 -99.56 - 12.16 = -111.72 -111.72 - 3.50 = -115.22 -115.22 - 18.59 = -133.81 -133.81 - 3.50 = -137.31 -137.31 - 39.54 = -176.85 -176.85 - 0.85 = -177.70 -177.70 - 12.16 = -189.86 -189.86 - 3.50 = -193.36 -193.36 - 18.59 = -211.95 -211.95 - 3.50 = -215.45 -215.45 - 39.54 = -254.99 -254.99 - 0.85 = -255.84 -255.84 - 12.16 = -268.00 -268.00 - 3.50 = -271.50 -271.50 - 18.59 = -290.09 -290.09 - 3.50 = -293.59 -293.59 - 39.54 = -333.13 -333.13 - 0.85 = -333.98 -333.98 - 12.16 = -346.14 -346.14 - 3.50 = -349.64 -349.64 - 18.59 = -368.23 -368.23 - 3.50 = -371.73 -371.73 - 39.54 = -411.27 -411.27 - 0.85 = -412.12 -412.12 - 12.16 = -424.28 -424.28 - 3.50 = -427.78 -427.78 - 18.59 = -446.37 -446.37 - 3.50 = -449.87 -449.87 - 39.54 = -489.41 -489.41 - 0.85 = -490.26 -490.26 - 12.16 = -502.42 -502.42 - 3.50 = -505.92 -505.92 - 18.59 = -524.51 -524.51 - 3.50 = -528.01 -528.01 - 39.54 = -567.55 -567.55 - 0.85 = -568.40 -568.40 - 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3114

335.00

Dec 2016

Jan 2017

Dec 2016

Feb
Mar
April
May
June
July
Aug
Sept
Oct
Nov
Dec

2017
Jan 52.34
420 30
450 90
472 25
413 20
* 437 48
* 495 70
509 82
* 1072 59
473 25
452 44
716 62

95.57
+ 31.14
67.28

King
Sue
Ang

cted # 1581 \$219.00
1589 \$347.98
1625 \$526.00
\$ 1102.98

1/2 \$3147.97
- 1102.98

\$2045.00
1/2 2017 water
1305
1305 + 07
Subd 4 St

Deposited
12-22-17

park only

acc. 12-16-17

Mal Apt also he
didn't pay so did
nt mal with last
3 Sept Oct Nov
mal did him only ok

He paid his 1/2 for 2017
water bills for park
not 1305 Apartment



City of Rock Hill
155 Johnston Street
P.O. Box 11706
Rock Hill, SC 29731

Access Your Account and Pay 24 hours a day at www.cityofrockhill.com/utilitybilling
Or via IVR : 803-329-5565

Payment Locations

155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00
Customer Service Contact number (803)325-2500

Account Number	Bill Type	Due Date	Amount	
1031520	REGLR	Feb-26-2018	\$523.40	
EPP.No	Settle Up Mo-	Beg Bal	Current Chgs	End Bal
Service Address	1305 NS SALUDA ST			

Account Activity

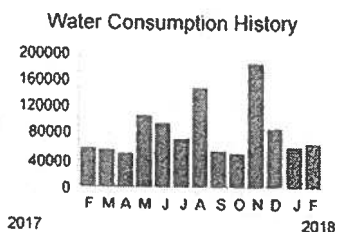
Bill Date	Feb-09-2018
Days	36
Previous Balance	\$497.94
Payments	-\$497.94
Adjustments/Fees	\$0.00
Balance Forward	\$0.00
Penalties	\$0.00
Current Charges	\$523.40
Total Due	\$523.40



AUTO**SCH 5-DIGIT 29726 2027 T5:5 2027 1 AV 0.375
RH PAINT & BODY CLIN
LINDA MASSEY
PO BOX 11313
ROCK HILL SC 29731-1313

Description	Meter	Prior Date	Current Date	Prior Reading	Current Reading	Multi/Dem	Usage	\$Amount
Sewer Comm Inside City Consumpti								265.22
Water Comm Inside Non Peak Mths	05119909	04-Jan-18	06-Feb-18	145232	153776	7.48	63909	258.18
TOTAL CURRENT CHARGES								623.40

Water part Been paying these bills for 30yr coming to my Address & then have to get Fannings 1/2 at his convenience.



Please remember that you must allow at least 10 days for delivery of an online banking payment. You can now pay your bill online at www.cityofrockhill.com.

Detach and return this stub with remittance - Please make check payable to City of Rock Hill - Allow 10 days for mailing

Account Number	Prior Balance	Current Charges	Current Charges Due	Total Due
1031520	\$0.00	\$523.40	Feb-26-2018	\$523.40

3% Late penalty of \$15.70 applied Mar-05-2018 after 5 pm



Payment Locations

155 Johnston St - Lobby Hours 8:00-5:00
155 Johnston St - Drive Thru Hours: 8:30-6:00

Amount Enclosed \$

Draft: No

Next Draft Date:



CITY OF ROCK HILL
P.O. BOX 63039
CHARLOTTE NC 28263-3039

Pay 24 hours a day at

www.cityofrockhill.com/utilitybilling
Or via IVR : 803-329-5565

Water Bills though 11/2-016		1,487.00
Bill	Ded 27 2016: 546.60 (½)	273.30
Bill	Ded 27 2016: 366.54 (½)	183.27
Bill	2017 : Water. Sewer, night light: Apt. 1305 (½)	428.00
Bill	2018 : Water. Sewer, night light: Apt. 1305 (½)	443.00
Bill	06/2018: Water (½)	250.00
Bill	Insurance: Apt. 1305 (½)	412.00
Rent: Mechanics Bldg (½) of \$4,000.00 / month: Kaminsky: 10/2016 - 04/2017		14,000.00
Rent: Mechanics Bldg (½) / month: Doug's Auto: 05/2017 – 04/2018 (est.)		9,000.00
Rent: Mechanics Bldg (½) of \$4,000.00 / month: Baker: unknown		_____
Total:		26,476.57

5 EXHIBIT





York County
south carolina

<https://online.taxes.yorkcountygov.com/taxes/default.aspx?map=62...>

TREASURER & FINANCE

Please Note: There is a \$200,000 per transaction limit on e-checks. If your payment is over this amount, you will need to split your payments into multiple transactions.

Owner Information

FANNING JAMES ANTHONY
& EDGAR BRUCE MASSEY
1307 SALUDA ST
ROCK HILL SC 29731

Payment Information

Status: Unpaid
Last Payment Date:
Postmark Date:
Amount Paid: \$0.00

Property Information

Parcel Number: 623-01-01-014
District: 3X
Acres: 0.62
Assessed Value: \$4,070
Appraised Value: \$67,000

Bill Information

Record Type: Property
Tax Year: 2018
Receipt: 036098-18-3
Due Date: 01/15/2019

Taxes

Base Taxes: \$1,680.76
Penalty: \$0.00
Costs: \$0.00
Total Due: \$1,680.76

Description

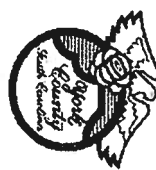
SALUDA STREET

Penalty Dates

	Penalty	Amount Due
January 16	3%	\$1,731.18
February 4	10%	\$1,848.84
March 18	15%	\$1,932.87

EXHIBIT





York County
South Carolina

<https://online.taxes.yorkcountygov.com/taxes/default.aspx?map=62...>

TREASURER & FINANCE

Please Note: There is a \$200,000 per transaction limit on e-checks. If your payment is over this amount, you will need to split your payments into multiple transactions.

Owner Information

FANNING JAMES ANTHONY
% LINDA & ED ASSEY
1307 SALUDA ST SHOP
ROCK HILL S C 29731

Payment Information

Status Unpaid
Last Payment Date
Postmark Date
Amount Paid \$0.00

Property Information

Parcel Number 622.01.01.01.4.1
District 3X
Acres 0
Assessed Value \$390
Appraised Value \$6,500

Bill Information

Record Type Property
Tax Year 2018
Receipt 036090-18-3
Due Date 01/15/2019

Taxes

Base Taxes \$163.06
Penalty \$0.00
Costs \$0.00
Total Due \$163.06

Description

14X50 FRAME STORAGE BLDG

Penalty Dates

Penalty Amount Due
January 16 3% \$167.95
February 4 10% \$179.37
March 18 15% \$187.52



York County
south carolina

<https://online.taxes.yorkcountygov.com/taxes/default.aspx?map=62...>

TREASURER & FINANCE

Please Note: There is a \$200,000 per transaction limit on e-checks. If your payment is over this amount, you will need to split your payments into multiple transactions.

Owner Information

FANNING JAMES ANTHONY & EDGAR
BRUCE MASSEY
PO BOX 11313
ROCK HILL S C 29731

Payment Information

Status Unpaid
Last Payment Date
Postmark Date
Amount Paid \$0.00

Property Information

Parcel Number 623.01.01.008
District 3K
Acres 1.9
Assessed Value \$5,542
Appraised Value \$92,400

Bill Information

Record Type Property
Tax Year 2018
Receipt 036101-18-3
Due Date 01/15/2019

Taxes

Base Taxes \$2,317.94
Penalty \$0.00
Costs \$0.00
Total Due \$2,317.94

Description

OFF BLACKMON ST

Penalty Dates

Penalty	Amount Due
January 16 3%	\$2,387.48
February 4 10%	\$2,549.73
March 18 15%	\$2,665.63

AGREEMENT

THIS AGREEMENT made this 6 day of May, 2016 in the County of York, South Carolina, by and between James Anthony Fanning, herein and after referred to as First Party; and Joseph Baker, herein and after referred to as Second Party.

The parties hereto in consideration of the mutual promises and covenants contained herein agrees as follows:

1. The First Party agrees to sell the business known as Rock Hill Paint and Body located at 1307 and 1305 Saluda Street, Rock Hill, South Carolina 29730 to Second party. The business includes rent from 10 rental units located on the premises. The First Party will sell the business only. The Second party will acquire no interest in building or real property upon which the business and rental units are located until paragraph three is complied with.

2. The First Party will pay Second Party \$50,000.00 down and Four Thousand (\$4,000.00) Dollars per month.

3. The real property located 1307 and 1305 Saluda Street, Rock Hill, South Carolina will be transferred to the Second Party when Five Hundred Thousand (\$500,000.00) Dollars has been paid.

4. **Second Party will be responsible for all repairs and maintains to the rental units.**

5. The Second Party shall have no legal or equitable interest in the real property located at 1307 and 1305 Saluda Street, Rock Hill, South Carolina prior to the payment of Five Hundred Thousand (\$500,000.00) Dollars. In the event of default the First Party may take possession of the business and rental units and Second Party shall have no legal or equitable interest in the business or rental units or the real property upon which they are located.

6. It is understood between the parties that the First Party has one-half interest in the real property on which the business and rental units are located. The real property upon which the business and rental units are located is subject to a contract dated October 5, 1979 between James Anthony Fanning and Edgar Bruce Massey. The First Party shall be responsible for complying with the terms of that agreement and deliver to Second Party a general warranty deed free and clear of all liens upon the expiration of this agreement and the payment Five Hundred Thousand (\$500,000.00) Dollars.

This agreement is binding by the Parties hereto and their heirs and assigns.

IN WITNESS WHERE OF, the Parties have here unto set their hands and seal on the 6, 2016 set forth below.

Witness:

Kevin Boyd
1st Witness Date

James C. Banzel
2nd Witness/Notary Date

James A. Manning 5/6/16
First Party Date
James A. Manning 5/6/16
Second Party Date

AGREEMENT

This agreement amends the agreement made by the parties dated May 6, 2016.

The parties hereto in consideration of the mutual promises and covenants contained herein agrees as follows:

1. The Second Party has paid the First Party \$6,000.00 dollars toward a down payment. The Second Party will pay to the First Party \$44,000.00 dollars by way of the remainder of the down payment by May 1, 2017. In the event that the property inherited by the Second Party from Jimmy Sharon is sold before May 1, 2017, the Second Party shall pay the \$44,000.00 dollars to the First Party within fifteen (15) days from the receipt of the proceeds of the sale.
2. The Second Party will be responsible for purchasing Edgar Bruce Massey's interest in the real property.
3. The Second Party shall pay the First Party Four Thousand (\$4,000.00) Dollars per month beginning October 15, 2017. Payments will be due on the 15th of each month. Should payment not be made within five days of the due date First Party may take possession of the property. A late fee of 10% will accrue if payment is not made on the 15th. A total of \$800.00 is being deducted from the first payment for payment of taxes on the mobile homes and burned building that has been sold.
4. The Second Party shall be entitled to the rent from all rental units owned by the First Party located on the premises. The Second Party shall be responsible for collecting the rent and be responsible for all repairs and maintenance to the rental units and any other expenses including taxes connected with such units.
5. The frame machine and equipment currently on the wall for use with the frame machine will remain the property of the First Party and will remain on the premises. The First Party will be allowed to use the frame machine and shall be provided a key to the premises. First party will give reasonable advance notice that he will use the machine.
6. The glass beading machine, cabinet and welder may remain on the premises and will remain the property of the First Party.
7. All other property located on the premises with the exception of the property listed in paragraph 6 and 7 shall become the property of the Second Party and may be disposed of at the discretion of the Second Party.
8. The Second Party shall be responsible for all utilities bills connected with the Rock Hill Paint and Body and shall be responsible for all taxes and insurance on the property.
9. The First Party agrees to keep the business license for Rock Hill Paint and Body current.
10. When the Second Party has paid Five Hundred Thousand (\$500,000.00) dollars to the First Party, the First Party shall deliver to the Second Party a general warranty deed for the First Party's one-half (1/2) interest in the real property subject to Paragraph 3.
11. The parties will be equally responsible for the 2016 property taxes.

This agreement is binding by the Parties hereto and their heirs and assigns.

IN WITNESS WHERE OF, the Parties have here unto set their hands and seal on the
Oct. 21, 2016 set forth below.

Witness:

James W. Boyd
1st Witness Date

James A. Tamm 10/21/16
First Party Date

Kathy O. Carpenter
2nd Witness/Notary Date

Joseph S. [Signature] 10/21/16
Second Party Date

STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

PERSONALLY appeared before me, James W. Boyd who, on oath, states that (s)he saw the above named First Party and Second Party sign, seal and, as their act and agreement, deliver the within-written agreement for the uses and purposes therein mentioned and that (s)he with KATHY CARPENTER, witnessed the execution thereof.

SWORN to before me this 21st
day of OCTOBER, 2016.

Kathy O. Carpenter
Notary Public for South Carolina
My commission expires: 8/26/25

James W. Boyd
1st Witness

STATE OF SOUTH CAROLINA

COUNTY OF YORK

2016CV4610100704

CIVIL CASE NUMBER

ORDER TO
SET ASIDE JUDGMENT

Linda Massey
P O Box 11313
Rock Hill, SC 29730
(803) 517-4300

PLAINTIFF(S)

Vs

Joseph Baker
435 Border Road
Rock Hill, SC 29730

DEFENDANT(S)

On **March 15, 2017** the Plaintiff, by and through her attorney filed a Motion to set aside a Default Judgment issued on January 17, 2017 and that this case be Dismissed without Prejudice.

Upon this request, it is Ordered that this case shall reflect a disposition of **Dismissed without Prejudice, and that the Judgment issued shall be set aside.**

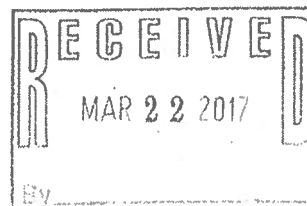
AND IT SO ORDERED.


JUDGE

Dated: March 20, 2017

York/Bethesda Magistrate
1675 - 1d York Hwy
York, SC 29745
Phone: (803) 628-3029
Fax: (803) 628-3225

9
EXHIBIT



STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

IN THE MAGISTRATES COURT
YORK-BETHESDA TOWNSHIPS

LINDA MASSEY,

Plaintiff,

vs.

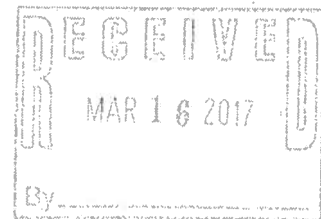
JOSEPH BAKER,

Defendant.

MOTION PURSUANT TO RULE 60(b)(1), S.C.R.C.P.

C.A. 2016-CV-46-10100704

To: The Defendant JOSEPH BAKER
435 East Border Road
Rock Hill, SC 29730



You or your attorney should appear before this Court to present evidence or argument, if any you have, relating to the Motion herein, as follows:

DATE AND TIME: To be set by the Clerk of Court,

or as soon thereafter as counsel may be heard.

PLACE: Office of the Magistrate
Moss Justice Center
1675-1D York Highway
York, South Carolina 29745,

or such other place as may be designated by the Magistrate or
the Clerk of Court.

Pursuant to Rule 60(b)(4), S.C.R.C.P., the Plaintiff, by and through her attorney, moves
this Court for an Order:

- 1) Relieving the parties from from the Default Judgment against the Defendant entered

January 17, 2017;

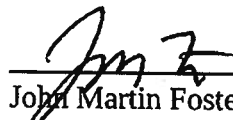
- 2) Dismissing this action without prejudice; and
- 3) For such other and further relief as this Court may deem just and proper.

Pursuant to Rule 11(a), S.C.R.C.P., counsel for the Movant certifies that he is under no duty, prior to filing this Motion, to consult with the opposing party or to attempt in good faith to resolve the matter contained in this Motion due to his *pro se* status.

This Motion is based upon the applicable law, the matter set out herein below in this verified Motion by way of affidavit and other attachments hereto, on any Memorandum and authority submitted at the hearing, and on the files, papers and pleadings in this civil action.

1. Counsel for the above Plaintiff was engaged by the Plaintiff LINDA MASSEY in December, 2016 on a real-estate related matter involving the Defendant JOSEPH BAKER and other persons.
2. While researching the matter, counsel learned that the Plaintiff had filed this *pro se* action to settle matters with BAKER that were property part of the larger case.
3. Upon learning of this action, counsel advised the Plaintiff that it should be dropped, without prejudice, and the matter dealt with in the expected Circuit Court action which would be filed.
4. Several days before Christmas, 2016, counsel undersigned called this Court and left a phone message on a clerk's extension to deal with this matter. That phone message was not returned.
5. On January 4, 2017, counsel filed the Plaintiff's action (technically, that for her husband EDGAR BRUCE MASSEY) which dealt, among other matters, with the same issues as this civil action. A true copy of that action is attached hereto and incorporated herein.
6. Later, counsel learned that on January 17, 2017, this Court had entered a default judgment against the Defendant BAKER.
7. According to the records of this Court, BAKER did not appear in this action. On knowledge and information, this civil action has been pursued by mistake and in inadvertence. Both the Plaintiff and Defendant have the right to have the dispute which is the basis of this matter settled in the pending Circuit Court action.
8. No prejudice will be caused to the Defendant by the relief requested in this Motion.

9. Based upon the facts above, the Plaintiff prays that the existing judgment in this case be withdrawn and that this action be dismissed without prejudice.



John Martin Foster
Attorney for the Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, South Carolina 29730

Post Office Box 106
Rock Hill, South Carolina 29731-6106

803 324-8100
803 324-8109: Fax
jmfoster@comporium.net

March 6, 2017

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF YORK

EDGAR BRUCE MASSEY,

Plaintiff(s)

vs.

JAMES ANTHONY FANNING, et al.,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2017-CP - 46

FILED-RECEIVED
2017 JAN -4 PM 4:25
DAVID HAMILTON
C.C.P. & C.S.
YORK COUNTY

Submitted By: John Martin Foster
Address: 223 East Main Street, Suite 520
Post Office Box 106
Rock Hill, S.C. 29731-6106

SC Bar #: 2086
Telephone #: 803 324-8100
Fax #: 803 324-8109
Other: 803 684-4560
E-mail: jmfoster@comporium.net

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) | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20 -CP-
☐ Notice/ File Med Mal (230)
☐ Other (299) | Torts - Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399) | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☒ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | 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) | 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) | ☐ Confession of Judgment (770)
☐ Petition for Workers
Compensation Settlement
Approval (780)
☐ Other (799) | |

Submitting Party Signature: John Martin Foster

Date: 01/03/17

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

FOR MANDATED ADR COUNTIES ONLY

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

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

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

SUMMONS

C.A. No. 17-CP-46-0004

EDGAR BRUCE MASSEY,

vs.

JAMES ANTHONY FANNING,
DANNY JOSEPH BAKER,
MICHAEL KAMINSKI, a/k/a MICHAEL KAMINSKY,
REPUBLIC FINANCE, LLC, a Delaware limited liability company,

JOHN DOE, a fictitious person representing the class of all unknown adult, mentally competent, unimprisoned, non-military persons, who claim any right, title or interest in, or lien upon, the real estate described in the Complaint herein; and

RICHARD ROE, another fictitious person representing the class of all unknown persons who are either: under the age of eighteen (18) years, imprisoned, or in the Armed Forces, and who claim any right, title or interest in, or lien upon, the real estate described in the Complaint, which fictitious persons include, but are not limited to, all unknown heirs at law, distributees, devisees or assigns of any deceased heirs, and all persons entitled to claim under or through them, or any of them,

Defendants.

TO THE DEFENDANT(S) ABOVE-NAMED:

IF UPON AN INDIVIDUAL, OTHER THAN A MINOR, OR AN INCOMPETENT PERSON, CORPORATION, PARTNERSHIP, OR OTHER UNINCORPORATED ASSOCIATION WHICH IS SUBJECT TO SUIT UNDER A COMMON NAME:

YOU ARE REQUIRED to answer the Complaint in this action and to serve a copy of your Answer on the subscriber of this Summons at 223 East Main Street, Suite 520, Post Office Box 106, Rock Hill, South Carolina 29731, within thirty (30) days after service of this Summons, exclusive of the day of service.

YOU ARE NOTIFIED that in case of your failure to appear and defend within thirty (30) days after service of this Summons, judgment by default will be rendered against you for the relief demanded in the Complaint.

FILED-RECEIVED
2017 JAN -4 PM 4:25
DAVID HAMMILTON
C.C. CLERK
YORK COUNTY, SC

IF UPON A MINOR, A PERSON JUDICIALLY DECLARED INCAPABLE OF CONDUCTING HIS OWN AFFAIRS, OR AN INCOMPETENT PERSON:

YOU ARE NOTIFIED if you have a representative, such as a general guardian, committee, conservator, or other like fiduciary, the representative may defend on your behalf.

If you are not otherwise represented in this civil action or the Court shall deem it proper, the Court shall appoint a Guardian *ad Litem* for you.

If you are a minor party of the age of 14 years or over, you may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If you are a minor party under the age of 14 years, your parent, general or testamentary guardian, relative or friend may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

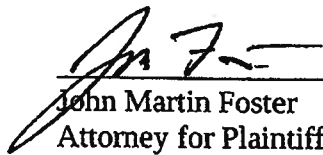
If you are an imprisoned person, you, your relative or friend may apply for the appointment of a Guardian *ad Litem* to represent your interests in the above-entitled matter.

If no application for the appointment of a Guardian *ad Litem* is made by or in your behalf within Thirty (30) days after service of this Summons upon you, then the undersigned as attorney for the Plaintiff will make application for the appointment of such Guardian *ad Litem*, after first giving notice of such application to the person or persons to whom such notice must be given under Rule 17(d)(3), (4), or (5), S.C.R.C.P.

IF UPON THE UNITED STATES OF AMERICA:

YOU ARE REQUIRED to answer the Complaint in this action and to serve a copy of your Answer on the subscriber of this Summons at 223 East Main Street, Suite 520, Post Office Box 106, Rock Hill, South Carolina 29731, within Sixty (60) days after service of this Summons, exclusive of the day of service.

YOU ARE NOTIFIED that in case of your failure to appear and defend within Sixty (60) days after service of this Summons, judgment by default will be rendered against you for the relief demanded in the Complaint.



John Martin Foster
Attorney for Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, S.C. 29730

Post Office Box 106
Rock Hill, S.C. 29731

803 324-8100
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jmfoster@comporium.net

January 3, 2017

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

LIS PENDENS

C.A. No. 17-CP-46-00004
2017 LP4600003

FILED-RECEIVED
2017 JAN-4 PM 4:25
DAVID HAMILTON
C.C. C.P. 26 S.
YORK COUNTY, SC

EDGAR BRUCE MASSEY,

Plaintiff,

vs.

JAMES ANTHONY FANNING,
DANNY JOSEPH BAKER,
MICHAEL KAMINSKI, a/k/a MICHAEL KAMINSKY,
REPUBLIC FINANCE, LLC, a Delaware limited liability company,

JOHN DOE, a fictitious person representing the class of all unknown adult, mentally competent, unimprisoned, non-military persons, who claim any right, title or interest in, or lien upon, the real estate described in the Complain herein; and

RICHARD ROE, another fictitious person representing the class of all unknown persons who are either: under the age of eighteen (18) years, imprisoned, or in the Armed Forces, and who claim any right, title or interest in, or lien upon, the real estate described in the Complaint, which fictitious persons include, but are not limited to, all unknown heirs at law, distributees, devisees or assigns of any deceased heirs, and all persons entitled to claim under or through them, or any of them,

Defendants.

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in the Court upon the complaint of the above-named Plaintiff(s) against the above-named Defendant(s) to effect a property division of the below-described real estate:

"All that certain piece, parcel or lot of land lying, being and situate on the eastern side of Saluda Road in the City of Rock Hill, York County, South Carolina and being more particularly shown and described on plat of property drawn by Leonard H. Patterson as follows: BEGINNING at a point on the eastern edge of Saluda Road joint front corner of within property and property of Massey and Fanning and running thence N. 21-54 E. 137.2 feet to a point; thence in an easterly direction along the edge of Blackmon Street for a distance of 169 feet to a point; thence S. 20-44 W. 186.5 feet to an iron; thence N. 68-06 W. 170 feet to the point of beginning."

Derivation: Being the identical real property conveyed by, and the identical language used in, the Deed of William Holman Rast and Marie M. Rast to James Anthony Fanning and Edgar Bruce Massey dated July 9th, 1980 and recorded July 14th, 1980 in Deed Book 616 at Page 430 in the Office of the Clerk of Court for York County, South Carolina.

Tax Map No. 623-01-01-014

AND

"All that certain piece, parcel or lot of land lying, being and situate in the on the eastern side of Saluda Street City of Rock Hill, County of York, State of South Carolina and being more particularly shown and described on plat of property drawn by Leonard H. Patterson, as follows: Beginning at a point on the eastern edge of Saluda Street, joint corner of within property and property now or formerly of W. R. Rast, Jr., said point being 137.2 feet from the southern edge of Blackman [sic, properly Blackmon] Street and running thence S. 68-06 E. 170 feet to a point; thence turning S. 77-00 E. 78.5 feet to a point; thence running S. 83-08 E. 82.5 feet to a point; thence running S. 86-45 E. 145 feet to an old iron; thence running N. 87-03 E. 113.2 feet to an old iron; thence running S. S. [sic] 43-23 W. 270 feet to an iron; thence running N. 53-03 W. 516.1 feet to an iron on the eastern edge of Saluda Street; running thence with said edge of said Street N. 21-54 B. 52.4 feet to the point of beginning; containing 2.03 acres more or less; together with the right and privilege to use a certain 20 foot alley having a depth of 150 feet and leading from the eastern portion of the tract herein described to Marshall Road."

Derivation: Being the identical real property conveyed by, and with the additional matter indicated above in brackets, the identical language used in, the Deed of Bettye R. Thomas to James Anthony Fanning and Edgar Bruce Massey dated June 15th, 2006 and recorded July 11th, 2006 in Record Book 08193 at Page 00017 in the Office of the Clerk of Court for York County, South Carolina.

Tax Map No.s 623-01-01-003 and 623-01-01-008


John Martin Foster
Attorney for Plaintiff

The Guardian Building
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January 3, 2017

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

COMPLAINT

C.A. No. 17-CP-46-00004

FILED-RECEIVED
2017 JAN -5 PM 4:25
DAVID A. MILLON
C.C.C.P. & S.S.
YORK COUNTY, SC

EDGAR BRUCE MASSEY,

Plaintiff,

vs.

JAMES ANTHONY FANNING,
DANNY JOSEPH BAKER,
MICHAEL KAMINSKI, a/k/a MICHAEL KAMINSKY,
REPUBLIC FINANCE, LLC, a Delaware limited liability company,

JOHN DOE, a fictitious person representing the class of all unknown adult, mentally competent, unimprisoned, non-military persons, who claim any right, title or interest in, or lien upon, the real estate described in the Complaint herein; and

RICHARD ROE, another fictitious person representing the class of all unknown persons who are either: under the age of eighteen (18) years, imprisoned, or in the Armed Forces, and who claim any right, title or interest in, or lien upon, the real estate described in the Complaint, which fictitious persons include, but are not limited to, all unknown heirs at law, distributees, devisees or assigns of any deceased heirs, and all persons entitled to claim under or through them, or any of them,

Defendants.

The Plaintiff above named, complaining of the Defendants herein, would respectfully show:

1. The Plaintiff and, on knowledge and information, the following Defendants are residents of York County, South Carolina:

JAMES ANTHONY FANNING,
DANNY JOSEPH BAKER,
MICHAEL KAMINSKI, a/k/a MICHAEL KAMINSKY,

2. On knowledge and information, the Defendant REPUBLIC FINANCE, LLC is a limited liability company incorporated in Delaware, and having Capital Corporate Services, Inc.

located at 2 Office Park Court, Columbia, S.C. named as its Registered Agent for service of process.

3. The Defendant or Defendants designated as JOHN DOE is or are a fictitious person representing the class of all unknown adult, mentally competent, unimprisoned, non-military persons, who claim any right, title or interest in, or lien upon, the real estate described in the Complaint herein.
4. The Defendants designated as RICHARD ROE is or are another or other fictitious person or persons representing the class of all unknown persons who are either: under the age of eighteen (18) years, imprisoned, or in the Armed Forces, and who claim any right, title or interest in, or lien upon, the real estate described in the Complaint, which fictitious persons include, but are not limited to, all unknown heirs at law, distributees, devisees or assigns of any deceased heirs, and all persons entitled to claim under or through them, or any of them.
5. The other residency of the other Defendants is unknown.
6. This Civil action is to quiet title as to real estate located within York County, South Carolina, and to obtain remedies relating to the partnership between the Plaintiff and the Defendant JAMES ANTHONY FANNING.

FIRST CAUSE OF ACTION:

QUIET TITLE

7. On knowledge and information, by a deed dated July 9th, 1980, and recorded July 14th, 1980 in Deed Book 616 at Page 430 in the Office of the Clerk of Court for York County, William Holman Rast and Marie M. Rast conveyed to James Anthony Fanning and Edgar Bruce Massey that real property, the same being described as follows:

All that certain piece, parcel or lot of land lying, being and situate on the eastern side of Saluda Road in the City of Rock Hill, York County, South Carolina and being more particularly shown and described on plat of property drawn by Leonard H. Patterson as follows: BEGINNING at a point on the eastern edge of Saluda Road joint front corner of within property and property of Massey and Fanning and running thence N. 21-54 E. 137.2 feet to a point; thence in an easterly direction along the edge of Blackmon Street for a distance of 169 feet to a point; thence S. 20-44 W. 186.5 feet to an iron; thence N. 68-06 W. 170 feet to the point of beginning.

Tax Map No. 623-01-01-014

8. On knowledge and information, by a deed dated June 15th, 2006 and recorded July 11th, 2006, in Record Book 08193 at Page 00017 in the Office of the Clerk of Court for York County, Bettye R. Thomas conveyed to James Anthony Fanning and Edgar Bruce Massey that real property, the same being described as follows:

All that certain piece, parcel or lot of land lying, being and situate in the on the eastern side of Saluda Street City of Rock Hill, County of York, State of South Carolina and being more particularly shown and described on plat of property drawn by Leonard H. Patterson, as follows: Beginning at a point on the eastern edge of Saluda Street, joint comer of within property and property now or formerly of W. R. Rast, Jr., said point being 137.2 feet from the southern edge of Blackman [*sic*, properly Blackmon] Street and running thence S. 68-06 E. 170 feet to a point; thence turning S. 77-00 E. 78.5 feet to a point; thence running S. 83-08 E. 82.5 feet to a point; thence running S. 86-45 E. 145 feet to an old iron; thence running N. 87-03 E. 113.2 feet to an old iron; thence running S. S. [*sic*] 43-23 W. 270 feet to an iron; thence running N. 53-03 W. 516.1 feet to an iron on the eastern edge of Saluda Street; running thence with said edge of said Street N. 21-54 B. 52.4 feet to the point of beginning; containing 2.03 acres more or less; together with the right and privilege to use a certain 20 foot alley having a depth of 150 feet and leading from the eastern portion of the tract herein described to Marshall Road.

Tax Map No.s 623-01-01-003 and 623-01-01-008

9. On knowledge and information, the Defendants have, or may claim, an interest in the subject real property, but the Plaintiff knows of no instrument of record or other legitimate basis upon which any person might base an interest in the subject real property adverse to the Plaintiffs.
10. Contemporaneously with the filing of this Complaint, the Plaintiff has filed with the Clerk of Court for York County a notice of *Lis Pendens* as to the subject real property.
11. The Plaintiff does not wish to continue holding the property as a tenants in common with the Defendant FANNING or the other Defendants. On knowledge and information, the subject real property in question is not capable of a partition in kind or by allotment.
12. The Plaintiff has expended various sums for the upkeep of the property, for the investigation of this matter and the prosecution of this civil action, and for other necessary purposes and, on knowledge and information, is entitled to reimbursement for those amounts. His actions and expenditures relative to this civil action have been, were or are expected to benefit all parties hereto and to create a common fund.
13. On knowledge and information, and pursuant to S.C. Code § 15-61-110 (West) and Rule 71(d)(3), S.C.R.C.P., the actions of the Plaintiff will have benefited all parties herein. On

knowledge and information, the same should be apportioned among the parties according to their respective ownership interest in the above-referenced real estate.

14. The Plaintiff institutes this action for partition of the subject real property against the Defendants pursuant to S.C. Code §§ 15-61-10 *et seq.* (West)., and for a declaration of their respective rights, status and legal relations, pursuant to S.C. Code § 15-53-20 (West).
15. On knowledge and information, for the reasons set out and referenced herein, due to the status of the subject real property, the said property is subject to fair and equitable partition in kind, and the Plaintiff is entitled to an order of this Court:
 - a) Declaring the ownership of the subject real property;
 - b) Declaring the existence and status of the named parties and of any other estates which may have ownership interests in the subject real property;
 - c) Directing the division or sale of the said property upon reasonable terms and the distribution of the property and/or proceeds, pursuant to Rule 71, S.C.R.C.P. And any other applicable precedent; and
 - d) For any declaratory relief necessary to effect such partition and/or distribution.
16. On knowledge and information, the parties hereto are all persons who have or claim any interest which would be affected by the said declaration of rights, and no declaration shall prejudice the rights of persons not parties to the said proceeding, within the meaning of S.C. Code § 15-53-80 (West).
17. On knowledge and information, and pursuant to S.C. Code § 15-61-20 (West), a severance or partition of the subject real property will work no prejudice or hurt to any person or persons, their heirs or successors, other than such as are parties unto this partition action, their executors and assigns.

SECOND CAUSE OF ACTION

PARTNERSHIP

18. All matters, set out elsewhere in this Complaint and consistent herewith, are realleged hereby as fully as if set out herein.

19. The Plaintiff and Defendant JAMES ANTHONY FANNING are now, and at all times mentioned were, partners doing business as the operators of a mobile home park and rental area located on the real property described herein above.
20. Within the last year past and prior to the commencement of this action, the Defendant FANNING became indebted to the Plaintiff for utility payments, taxes, goods, wares, and merchandise, and for services rendered to the Defendant at Defendant's instance and based upon the agreement of FANNING and the Plaintiff that such expenses would be shared equally.
21. The expenses, work, labor, and services performed, and the materials furnished, by the Plaintiff were of the reasonable value of the amounts actually expended.
22. No part of the above-mentioned indebtedness to the Plaintiff has been paid, notwithstanding demand for payment made on the Defendant FANNING by the Plaintiff.
23. The Plaintiff has demanded that the partnership be dissolved, its assets liquidated, and the respective shares of the Plaintiff and Defendant FANNING be distributed; but Defendant refuses to do so.

WHEREFORE, the Plaintiff prays that this Court:

- A. Assume jurisdiction of this case;

AS TO THE FIRST CAUSE OF ACTION:

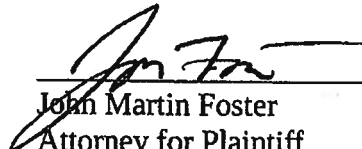
- B. Issue its Order for Service By Publication, for appointment of Guardian *ad litem Nisi*, and any other temporary relief usual or necessary to similar civil actions;
- C. Determine the existence and status of the owners and claimants of the subject real property herein;
- D. Direct the sale or partition of the said real property upon reasonable terms and distribute the proceeds, pursuant to Rule 71, S.C.R.C.P. and any other applicable precedent;
- E. Issue its Order for any declaratory relief necessary to effect such sale, partition and/or distribution;
- F. Award Plaintiff his attorney's fees herein, and assess the same against any and all parties in interest, pursuant to S.C. Code § 15-61-110 (West) and Rule 71(d)(3), S.C.R.C.P.;

AS TO THE SECOND CAUSE OF ACTION:

- G. Issue its Order dissolving the partnership now existing between the Plaintiff and Defendant JAMES ANTHONY FANNING;
- H. Require the Defendant FANNING to account for all transactions, affairs, and assets of the partnership business;
- I. Appoint a receiver, with full power and authority to collect and receive all money now due or to become due the partnership, to pay all debts of the partnership now due or to become due, to sell the property, assets, and effects of the partnership, and to distribute the surplus assets, after payment of partnership liabilities, to the Plaintiff and Defendant FANNING according to their respective interests;

AS TO ALL CAUSES OF ACTION:

- J. Include a prayer for any other relief which may be authorized under other causes of action; and
- K. Award or allow Plaintiff such other and further relief as this Court may deem just and proper.



John Martin Foster
Attorney for Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, S. C. 29730

Post Office Box 106
Rock Hill, S. C. 29731-6106

803 324-8100
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jmfooster@comporium.net

January 3, 2017

Rock Hill, South Carolina

STATE OF SOUTH CAROLINA]
]
COUNTY OF YORK]

2017CP4600004

VERIFICATION

PERSONALLY appeared before me Edgar Bruce Massey, who, being duly sworn, deposes and says that he is the Plaintiff in the foregoing action; that he has read the within Complaint; and that the facts stated therein are true of his own knowledge, except for those matters alleged therein on knowledge and information, and as to those, he believes them to be true.

Edgar Bruce Massey
Edgar Bruce Massey

SWORN TO and subscribed before me
this date of January 4, 2017

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: 07/22/2019

FILED-RECEIVED
2017 JAN -4 PM 4:25
DAVID HAMILTON
CLERK & G.S.
YORK COUNTY, SC

STATE OF SOUTH CAROLINA]
]
COUNTY OF YORK]

2017CPAG 00004
VERIFICATION

PERSONALLY appeared before me Edgar Bruce Massey by Linda A. Massey, his attorney in fact, being duly sworn, deposes and says that he is the Plaintiff in the foregoing action; that he has read the within Complaint; and that the facts stated therein are true of his own knowledge, except for those matters alleged therein on knowledge and information, and as to those, he believes them to be true.

Linda A. Massey
Edgar Bruce Massey by
Linda A. Massey, Attorney in fact

SWORN TO and subscribed before me
this date of January 4, 2017

Jm 75
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: 07/20/2019

FILED-RECEIVED
2017 JAN -4 PM 4:25
DAVID HAMILTON
C.C. P. & S.
YORK COUNTY, SC

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

IN THE MAGISTRATES COURT
YORK-BETHESDA TOWNSHIPS

LINDA MASSEY,

Plaintiff,

vs.

JOSEPH BAKER,

Defendants.

AFFIDAVIT ON MOTION
PURSUANT TO RULE 60(b)(1), S.C.R.C.P.

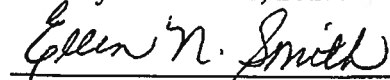
C.A. 2016-CV-46-10100704

PERSONALLY appeared before me, a notary public, the undersigned affiants, who being duly sworn, depose and say that:

1. The undersigned is an attorney, licensed to practice in and by the State of South Carolina. He is counsel for the named Plaintiff in the above-captioned and -numbered civil action, and in that Circuit Court action referenced herein.
2. He has read the allegations of the preceding Motion pursuant to Rule 60(b)(1), S.C.R.C.P. The said allegations are true of his own knowledge or based upon the records of, and relating to, this civil action in his possession, except those allegations made upon knowledge and information, and, as to those allegations, he believes them to be true.


John Martin Foster

SWORN TO and subscribed before me
this day of March 6, 2017.



NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 03/04/2024

STATE OF SOUTH CAROLINA]
COUNTY OF YORK]

IN THE MAGISTRATES COURT
YORK-BETHESDA TOWNSHIPS

LINDA MASSEY,

Plaintiff,

vs.

JOSEPH BAKER,

Defendants.

CERTIFICATE OF SERVICE
C.A. 2016-CV-46-10100704

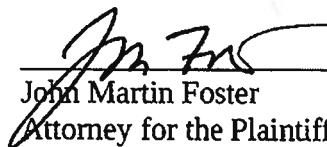
The undersigned certifies that he has served the following pleadings or documents in the above-captioned and numbered civil action:

Notice and Motion for Relief from Judgment, pursuant to Rule 60(b)(4), S.C.R.C.P.; and
This Certificate of Service

by depositing the same with the United States mail, with sufficient first class postage attached, properly addressed to the clerk of the Court, and with a copy also directed to the respective last known address(es) of those attorney(s) and/or persons set out below; or

by hand delivering copies of the same to the following persons, or by leaving the same at that person's office with that person's clerk or some other person in charge thereof, or by leaving it in a conspicuous place therein; of if the office was closed or the person to be served has no office, by leaving a copy at that person's dwelling place or usual place of abode with some person of suitable age and discretion then residing therein, all pursuant to Rule 6(b), S.C.R.C.P.

JOSEPH BAKER
435 East Border Road
Rock Hill, SC 29730


John Martin Foster
Attorney for the Plaintiff

The Guardian Building
223 East Main Street, Suite 520
Rock Hill, South Carolina 29730

Post Office Box 106
Rock Hill, South Carolina 29731-6106

March 6, 2017

Rock Hill, South Carolina

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	
	)	Case NO.: 2017-CP-46-00004
Edgar Bruce Massey,	)	
	)	
Plaintiff,	)	NOTICE AND MOTION TO ALTER
	)	OR AMEND JUDGMENT PURSUANT
-vs-	)	TO RULE 59(e)
	)	
James Anthony Fanning, Danny Joseph	)	
Baker, Michael Kaminski, a/k/a Michael	)	
Kaminsky, Republic Finance, LLC, a	)	
Delaware Limited Liability Company.	)	
	)	
Defendants.	)	

The Defendant, James Anthony Fanning, by his attorney, James W. Boyd moves the Court to alter or amend the judgment in this case at a time and place to be set by the Court.

Pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedures, the Defendant, James Anthony Fanning, by and through his attorney, moves the Court for an order to alter or amend the judgment by the Court filed on September 23, 2019. The grounds for this Motion are as follows:

1. The Court held that it would be inequitable to prohibit Plaintiff from partition based upon the terms of the agreement that Defendant, James Anthony Fanning disregarded. The Court is referring to the agreement of October 5, 1979, in which the parties agreed not to initiate a partition action.

2. The Court misconstrued the May 6, 2016 agreement as a rental agreement. The May 6, 2016 agreement was an agreement to sell the business known as Rock Hill

Paint and Body. The business known as Rock Hill Paint and Body Clinic was a business operated on the premises by the Defendant, James Anthony Fanning.

3. Paragraph three (3) of the agreement of October 5, 1979, gave ownership to Rock Hill Paint and Body Clinic solely to Defendant, James Anthony Fanning. The agreement of May 6, 2019, made reference to the contract of October 5, 1979 and made clear that the terms of that agreement October 5, 1979 would need to be complied with. The agreement of October 21, 2016, amended the agreement of May 6, 2019 but did not change the nature of the agreement that agreement of October 5, 1979 would have to be complied with. The monies received from Defendant, Danny Joseph Baker was not rent. Therefore, the Court erred in finding that it would be inequitable to prohibit Plaintiff from partition based upon Defendant, Fanning having disregarded the agreement of October 5, 1979. Likewise, the Court erred in finding that the Plaintiff should be required to pay $\frac{1}{2}$ of the sums received from Defendant Baker, the amounts received from Defendant Baker not having been rent.

4. Even if the Defendant, James Anthony Fanning did breach the agreement of October 5, 1979, the breach was not material. The Defendant Baker did not go forward with the buying Rock Hill Paint and Body Clinic and vacated the premises. The parties then were in the same position they had always been since the beginning of the agreement of October 5, 1979.

5. If there was a breach of the agreement then awarding momentary damages to the Plaintiff would be the proper remedy rather than failing to enforce the non-partition portion of the agreement.

6. The Defendant, James Anthony Fanning therefore moves the Court to alter or amend its judgement requiring partition of the property and requiring the Defendant, James Anthony Fanning to pay to Plaintiff ½ of the monies received from Defendant Baker.

Respectfully submitted,

s/James W. Boyd
S.C. Bar No. 824
Attorney for Defendant
1544 Ebenezer Road
Post Office Box 36425
Rock Hill, SC 29732
(803) 328-2600
jamesboyd@comporium.net

Attorney for the Defendant,
James Anthony Fanning

Rock Hill, South Carolina
October, 1, 2019

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

Edgar Bruce Massey,)
Plaintiff,)

-vs-)

JAMES ANTHONY FANNING,)
DANNY JOSEPH BAKER. MICHAEL)
KAMINSKI, a/k/a MICHAEL)
KAMINSKY, REPUBLIC FINANCE,)
LLC, a Delaware limited liability)
company, JOHN DOE, a fictitious person)
Representing the class of all unknown)
adult, mentally competent, unimprisoned)
non-military persons, who claim any)
right, title or interest in, or lien upon the)
real estate described in the Complaint)
herein; and RICHARD ROE, another)
fictitious person representing the class of)
all unknown person's who are either:)
under the age of eighteen (18) years,)
imprisoned, or in the Armed Forces, and)
who claim any right, title or interest in, or)
lien upon, the real estate described in the)
Complaint, which fictitious person's)
include, but are not limited to, all)
unknown heirs at law, distributees,)
devisees or assigns of any deceased heirs,)
and all person's entitled to claim under or)
through them or any of them,)

Defendants.)

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

Case NO.: 2017-CP-46-00004

PRE-TRIAL BRIEF

STATEMENT OF FACTS

This case was initiated by the Plaintiff seeking partition of property jointly owned by the parties. The Defendant timely answered and set forth as a defense a contract in which the parties

agreed not to partition the property without the mutual consent by the parties. There are several legal and factual issues in this case to be resolved.

ISSUES

1. Is the contract between the parties banning partition enforceable?

As a general rule it is a matter of right for the tenant in common to have partition. That right may be waived by an express or implied agreement. *Kayann Properties, Inc. v. Cox*, 268 N.C. 14, 149 S.E.2nd 553 (NC 1966); *Chadwick v. Blades*, 210 N.C. 609, 188 S.E. 198 (NC 1936). As stated in *Chadwick*, "Statutes declaring that joint tenants or tenants in common shall have the right to partition were never intended to interfere with contract between such tenants modifying or limiting their otherwise incidental right or to render it incompetent for parties to make such contracts".

The question in this case is whether the clause in the agreement waiving partition is unreasonable. To determine unreasonableness, the Court will need to inquire into the facts and circumstances surrounding the purpose of the clause in the agreement. The Plaintiff and the Defendant, Fanning were both in the business of operating Rock Hill Paint and Body Shop. The Plaintiff decided to leave the business. The agreement was important to Fanning because he was operating a body shop and still continues to operate the body shop.

The Parties negotiated an agreement whereby the Parties would continue to operate the mobile home park on the property but that the Defendant, Fanning would continue to operate the body shop. The Parties included in the agreement a clause for termination of the joint ownership in the event of either Party's death. In the event of the death of either Party, then the decedent's estate would sell the deceased Party's interest in the property to the other party. This agreement was reached after negotiation between the parties and drawn by an attorney. The agreement is

reasonable and based on the wishes and interests of the Parties at that time. This is not a situation similar to the McCravey case in which an individual is placing a restraint on alienation in a will. In the present case this is a provision that both Parties agreed upon.

2. Can the partnership of the Parties be dissolved without the partition sale of the property?

The Plaintiff contends that the right of withdrawal is an inseparable incident to every partnership and there is no such thing as an in-dissolvable partnership. S. C. Code Annotated 33-41-210 defines a partnership as follows, "A "partnership" is an association of two or more persons to carry on as co-owners a business for profit". Section 33-41-220(2) provides, "Joint tenancy, tenancy in common, tenancy by the entireties, joint property, common property or part ownership does not of itself establish a partnership". Section 33-41-930(c) provides, "Dissolution is caused by the express will of all the partners who have not assigned their interests or suffered them to be charged for their separate debts, either before or after the termination of any specified term or particular undertaking". The agreement of October 5, 1979, creates a partnership regarding the real estate and trailer park located thereon.

Number Two (2) of the agreement provides that, "the party shall equally divide all rents, profits, liabilities, maintenance, taxes and insurance regarding the subject property including any payments on mortgages or similar payments. As a practical matter, the parties have never carried on the business of operating the trailer park as co-owners of a business for profit. The property has certain portions that are designated as spaces for trailers or campers. Each party agreed that they would take certain spaces on the property and receive the rent from units on the property. Each party owns the unit that is on their respective spaces and collects the rent directly from the tenant. Each party pays the taxes on the unit that is on his particular space of property. Each party decides what rent will be charged for the use of the unit he owns. The Parties do not

share the profits but keep the rent they received from their respective units. Each party takes care of the repairs of their respective units. The Parties do not operate as co-owners of a business for profit. The fact that the Parties jointly own the property upon which the units are located does not establish a partnership. The joint ownership of the land is separate and apart from the operation of the rental of the trailers.

3. Did the Defendant breach the agreement by entering an agreement with Joseph Baker?

On May 6, the Defendant entered into an agreement with Joseph Baker to sell the business of Rock Hill Paint and Body. The contract expressly provided that Baker would not acquire an interest in the building or real property upon which the business or rental units are located until payment in full had been made. Paragraph Six (6) of the agreement noted that the real property and rental units were subject to a contract dated October 5, 1979, between James Anthony Fanning and Edgar Bruce Massey. Their agreement states that the Defendant would be responsible for complying with the terms of the agreement. The agreement was later amended to provide that Baker would be responsible for purchasing Edgar Bruce Massey's interest in the real property. These agreements were not a breach or repudiation of the contract between the parties but expressly acknowledged that the agreement must be complied with. The agreements with Baker were contingent on the compliance with the agreement in this case.

Even if the Defendant did breach the agreement by entering the contract with Baker the Plaintiff is still not entitled to the relief he seeks. In order to warrant a repudiation of a contract the breach must be as fundamental and substantial as to defeat the purpose of the contract. Where the breach is not so material as to defeat the purpose of the contract, the non-breaching party is compensated by damages. *Ackerman v. McMillian* 314 S.C. 268, 442 S.E.2nd 618, S.C. App. 1994. In this case the contract Fanning had with Baker was never complied with by Baker.

Baker defaulted on the agreement and the purchase never happen. Therefore, any breach was never material and there was no damage to the Plaintiff. Even if there was a breach of the agreement the Defendant waived the breach. The Plaintiff's wife brought a lawsuit in Magistrate Court against Joseph Baker alleging that he owed her. The suit was brought on behalf of her husband, the Plaintiff in this action. The complaint alleged that Joseph Baker owed four (4) months water bill for rental units. A judgement was obtain against Joseph Baker which later was dismissed by the Plaintiff. By bringing the lawsuit the Plaintiff acknowledged Baker's rights to the rental units.

CLAIMS BY AND AGAINST DEFENDANT, KAMINSKI

According to allegations made by the Defendant, Michael Kaminski, Kaminski and Joseph Baker entered into an agreement to lease the property that is the subject to this action. Kaminski agreed to make rent payments to the Defendant, Joseph Baker at the rate of \$1,500.00 per month. Defendant, Joseph Baker had no authority to make such an agreement with Kaminski. Kaminski filed a crossclaim against the Defendant, Anthony Fanning alleging that Fanning had falsely represented to him that Baker was the new owner of the property. Fanning filed an Answer denying the allegations of the crossclaim and filed a counterclaim against Kaminski. It is Fanning's contention that Kaminski kept possession of the property for approximately four (4) months and should be required to pay reasonable rent from the time he occupied the property on the basis of quantum merit.

(Signature Page Next)

Respectfully submitted,

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Rock Hill, South Carolina
December ____, 2018

THE STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals

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Jun 08 2020

SC Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

Teasa K. Weaver, Master in Equity Court Judge

2019-001968

Edgar Bruce Massey. Respondent

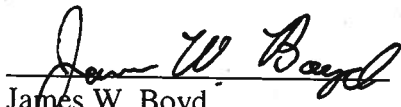
v.

James Anthony Fanning, Danny Joseph Baker,
Michael Kaminski, a/k/a Michael Kaminsky,
And Republic Finance, LLC,

Of Whom James Anthony Fanning is Appellant Appellant

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all
material proposed to be included by any of the parties and not any other material.


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Attorney for Appellant

June 5, 2020