

RECEIVED
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SC Court of Appeals

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)
WILTON GLEATON,)
Plaintiff,)
v.)
ORANGEBURG COUNTY, A)
POLITICAL SUBDIVISION OF THE)
STATE OF SOUTH CAROLINA,)
Defendant.)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2010-CP-38-1749

FINAL ORDER

ATTEST: TRUE COPY
Wingja B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG, SC
2014 DEC 31 P 1:30

This matter comes before me pursuant to Order of Reference, signed by Judge Edgar W. Dickson on September 4, 2013, and filed December 12, 2013 with the Orangeburg County Clerk of Court. This is an action for slander of title in which the Plaintiff seeks reimbursement for special damages for lost of real estate sale which commenced with the Plaintiff filing his Summons, Complaint, and Lis Pendens, on December 9, 2010 with the Clerk of Court. A hearing was held on September 17, 2014 with appearances by the Attorney for the Plaintiff, William F. Barnes, III. The Plaintiff was unable to appear due to health issues; however, his wife, Sarah Gleaton did appear and offered testimony on behalf of the Plaintiff. The Attorney for the Defendant, Jerrod A. Anderson, appeared, with corroborating witness, Kathy Henderson, the Director of Orangeburg County Delinquent Tax Collector. Based upon the pleadings, evidence present, testimony and arguments from both counsels I make the following findings of salient facts:

I find that on or about June 16, 1999, Bank America Housing Services, a Division of Bank of America, FSB (Bank of America) received a deed to the Property, which included Lots 29 and 31, at a public sale authorized by the Orangeburg County Master-in Equity. Bank of

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America foreclosed on the property, which was previously owned by Debra Foxworth. The Deed to Bank of America was recorded in the office of the RMC for Orangeburg County in Deed Book 764 at Page 91.

I find that on or about August 4, 1999, Bank of America transferred by a warranty deed the above described property of Plaintiff. The Deed was recorded on August 18, 1999 in the office of the RMC for Orangeburg in Deed book 771, at Page 51. As a part of procedures for purchasing the property, the Plaintiff was informed no taxes were due on the Property. Plaintiff was informed and believed he was purchasing the Property free and clear of any encumbrances or delinquent taxes.

I find that prior to Plaintiff's purchase of said property from Bank of America; the Defendants initiated delinquent tax proceedings against the property, for 1998 and 1999 delinquent taxes, which had not been paid by the previous owner, Debra Foxworth. Therefore, on or about May 3, 2001, Defendant conveyed the property to James Fields for the sum of \$500.00 to collect delinquent taxes for 1998 and 1999. The Deed was filed May 10, 2001 and recorded in Deed Book 867 at Page 223. That on or about August 7, 2006, James Fields conveyed the property to back to Debra Foxworth by way of a Quit Claim Deed.

I find that on or about October 2009, Plaintiff contracted with Donnie and Connie Hall (the Halls) to purchase the Property and mobile home for approximately \$33,000.00; however, during the title search process it was revealed that the Defendant sold said property to James Fields in 2001 and that Mr. Fields did sign over said property to Debra Foxworth by Quit Claim Deed.

I find that Donnie and Connie Hall did refuse to purchase said property and mobile home due to said cloud upon the property.

I find the delinquent tax sale was flawed for failure of proper notice of tax sale to Plaintiff. I find further that the Deed issued to James Fields on May, 2001 was improper. Said sale was derogatory to the deed and title to the property Bank of America conveyed to Plaintiff.

I find, that the allegations and averment of the Plaintiff's Complaint and the oral testimony given and the evidence having been introduced in open Court and the Court being satisfied that the allegations of the Plaintiffs are true and that the following shall be granted:

WHEREFORE, THIS MATTER HAVING BEEN REFERRED TO THE UNDERSIGNED WITH FINALITY IT IS ORDERED AND DECREED:

- (A) That the tax sale was flawed and not valid. The conveyance to James Field and his subsequent conveyance to Debra Foxworth by Quit Claim Deed are null, void, and are of no effect to the marketable title of the subject property by Wilton Gleaton.
- (b) That the court will take under advisory the issue of liability and damage to the Plaintiff.
- (c) That Wilton Gleaton will attempt to sell the property within four (4) months.
- (e) The Court will leave open the issue of additional relief sought by either party to help with the sale of property.

IT IS SO ORDERED.

Orangeburg, SC
Dated: Dec. 29. 2014

B. B. B. B.
Master in Equity for Orangeburg County
First Judicial Circuit