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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA  
IN THE SUPREME COURT

APPEAL FROM OCONEE COUNTY  
COURT OF COMMON PLEAS  
Ellis B. Drew, Master in Equity

Circuit Court Case No. 2014-CP-37-00143  
Court of Appeals Appellate Case No.: 2015-001860  
Supreme Court Case No. \_\_\_\_\_

Polly Thompson, ..... Respondent,  
v.  
Cathy Swicegood, ..... Petitioner/Appellant.

APPENDIX VOLUME II

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1 A. IN DECEMBER OF 2013.

2 Q. AND ACCORDING TO THAT BOOKING SUMMARY HOW MANY NIGHTS  
3 HAS CATHY SWICEGOOD RESERVED THAT CONDOMINIUM AFTER YOU TWO  
4 SEPARATED?

5 A. 34 NIGHTS.

6 Q. SO TAKING THE LOW END OF THE RENTAL RANGE, IF SHE  
7 RESERVED IT FOR 34 NIGHTS, THAT WOULD HAVE GOTTEN RENTAL  
8 INCOME OF OVER \$5,000.00, IS THAT CORRECT?

9 A. THAT'S CORRECT.

10 Q. DID SHE PAY YOU ANY RENT FOR USING THAT CONDOMINIUM  
11 AFTER YOU TWO SEPARATED?

12 A. ABSOLUTELY NOT.

13 Q. DID SHE PAY ANY OF THE FEES ASSOCIATED WITH THAT  
14 CONDOMINIUM AFTER YOU TWO SEPARATED?

15 A. NOT ONE PENNY.

16 Q. SHE DIDN'T PAY THE MORTGAGE?

17 A. NO.

18 Q. POWER BILL?

19 A. NO.

20 THE COURT: I BELIEVE YOU'VE ALREADY ESTABLISHED  
21 THAT. YOU DON'T NEED TO GO BACK THROUGH IT.

22 MS. CHAMBERLAIN: YES, SIR. WHERE I'M HEADED  
23 WITH THIS, YOUR HONOR, IS THAT AFTER THE DATE OF SEPARATION  
24 NOT ONLY HAS SHE NOT CONTRIBUTED ANYTHING TOWARDS THE  
25 CONDOMINIUM, SHE HAS USED IT.

1 THE COURT: I THINK YOU'VE ESTABLISHED THAT.  
2 THAT'S WHAT I SAID. ACCORDING TO YOUR WITNESS.

3 MS. CHAMBERLAIN: YES, SIR.

4 THE COURT: YOU DON'T NEED TO REVIEW IT.

5 MS. CHAMBERLAIN: THANK YOU.

6 Q. DOES THIS BOOKING STATEMENT SHOW ANY FUTURE BOOKINGS  
7 BY CATHY SWICEGOOD?

8 A. YES.

9 Q. WHEN HAS SHE RESERVED THE CONDOMINIUM IN THE FUTURE?

10 A. ALMOST THE WHOLE MONTH OF APRIL. IT'S APRIL THE 3<sup>RD</sup>  
11 THROUGH APRIL THE 24<sup>TH</sup>.

12 Q. AND IS THAT A PROBLEM?

13 A. YES.

14 Q. WHY?

15 A. I USUALLY RENT IT TO PEOPLE FOR SPRING BREAK AND ALSO  
16 THE ANNUAL MAJOR GOLF TOURNAMENT IN HILTON HEAD. THE  
17 HERITAGE GOLF TOURNAMENT IS THERE FOR A WHOLE WEEK AND  
18 THAT'S A HIGH RENTAL SEASON FOR US.

19 Q. AND IF CATHY SWICEGOOD HAS RESERVED THIS UNIT IT  
20 CANNOT BE RENTED, IS THAT CORRECT?

21 A. THAT'S CORRECT.

22 Q. THE FINAL DOCUMENT THAT'S IN THE PLAINTIFF'S EXHIBIT 1  
23 IS A FINANCIAL BREAKDOWN AND SUMMARY OF THE CONTRIBUTIONS  
24 YOU HAVE MADE TO THE ISLAND CLUB PROPERTY, IS THAT CORRECT?

25 A. YES.

1 Q. AND IT STARTS BY SHOWING THE PURCHASE MONEY WHICH YOU  
2 HAVE SPENT AND GOES THROUGH THE MORTGAGE PAYMENTS, THE  
3 REGIME FEES, THE UTILITY FEES THAT YOU'VE PAID AND THE  
4 LABOR COSTS THAT YOU HAVE PAID.

5 A. YES.

6 Q. AND THE COSTS FOR IMPROVEMENTS ON THE PROPERTY THAT  
7 YOU HAVE PAID?

8 A. YES.

9 Q. CAN YOU PLEASE TELL THE COURT HOW MUCH YOU HAVE PAID?

10 A. I'VE PAID \$164,479.84.

11 Q. SO THAT'S THE AMOUNT YOU PAID, THE CONTRIBUTIONS FOR  
12 THE ISLAND CLUB CONDOMINIUM?

13 A. YES.

14 Q. TELL THE COURT HOW MUCH YOU RECEIVED IN RENTAL INCOME.

15 A. \$22,002.83.

16 Q. SO IF YOU SUBTRACT THAT OUT OF THE AMOUNT YOU HAVE  
17 CONTRIBUTED, WHAT IS THE TOTAL AMOUNT YOU'VE PAID?

18 A. \$142,477.01.

19 Q. NOW, MS. THOMPSON, I'M GOING TO TALK TO YOU ABOUT THE  
20 LAKE HARTWELL PROPERTY. THE LAKE HARTWELL PROPERTY IS  
21 LOCATED AT 505 WEST SHEFFIELD DRIVE, IS THAT CORRECT?

22 A. YES.

23 Q. NOW THIS PROPERTY IS A LITTLE MORE COMPLICATED. TELL  
24 ME WHAT THIS PROPERTY CONSISTS OF.

25 Q. INITIALLY I FOUND LOT NUMBER 59 FOR SALE AND PURCHASED

1 IT. AND THEN A HOME WAS CONSTRUCTED ON LOT 59 AND THEN  
2 AFTER MY MOTHER PASSED AWAY I WAS ABLE TO AFFORD TO  
3 PURCHASE THE LOT BESIDE OF THIS LOT WHICH WAS LOT 58.

4 Q. SO THE PROPERTY, THE LAKE HARTWELL PROPERTY THAT'S THE  
5 SUBJECT OF THIS PARTITION ACTION CONSISTS OF LOTS 59 WHICH  
6 HAS A HOUSE ON IT AND LOT 58?

7 A. YES.

8 Q. NOW HAVE THOSE PROPERTIES ALL BEEN JOINED TOGETHER?

9 A. YES. YOU GET A TAX BREAK AND THE WATER/SEWER SYSTEM  
10 COMPANY BREAK.

11 MS. CHAMBERLAIN: YOUR HONOR, AT THIS TIME I  
12 OFFER PLAINTIFF'S EXHIBIT NUMBER 2 WHICH WAS PREVIOUSLY  
13 APPROVED BY OPPOSING COUNSEL.

14 THE COURT: ALL RIGHT.

15 MS. CHAMBERLAIN: IT CONTAINS ALL THE DOCUMENTS  
16 CONCERNING THE LAKE HARTWELL PROPERTY.

17 THE COURT: ALL RIGHT. ADMITTED.

18 (PLAINTIFF'S EXHIBIT 2 IN EVIDENCE)

19 Q. MS. THOMPSON, YOU PURCHASED LOT 59 IN MAY OF 2010, IS  
20 THAT CORRECT?

21 A. YES.

22 Q. AND THE PURCHASE PRICE WAS \$38,500.00?

23 A. YES.

24 Q. AND AT CLOSING YOU PAID \$10,209.98, IS THAT CORRECT?

25 A. YES.

1 Q. DID YOU THEN GET A LOAN FOR THE REMAINING BALANCE OF  
2 THAT?

3 A. YES, I DID. FROM MY BANK, BB&T.

4 Q. THE FUNDS THAT YOU USED TO PUT THE DOWN PAYMENT ON  
5 THAT LOT, DID ANY OF THOSE FUNDS COME FROM CATHY SWICEGOOD?

6 A. NO.

7 Q. AFTER YOU PURCHASED LOT 59 THEN YOU PROCEEDED TO BUILD  
8 A HOUSE THAT BECAME 505 WEST SHEFFIELD DRIVE, IS THAT  
9 CORRECT?

10 A. YES.

11 Q. PART OF PLAINTIFF'S NUMBER 2, MS. THOMPSON, IS A HUD  
12 STATEMENT AND THAT HUD STATEMENT IS FOR THE CLOSING OF THE  
13 HOUSE AT 505 WEST SHEFFIELD DRIVE, IS THAT CORRECT?

14 A. YES.

15 Q. AND THAT CLOSING HUD STATEMENT SHOWS THAT THE HOUSE AT  
16 505 WEST SHEFFIELD, THERE WAS CASH PROVIDED BY THE BUYERS  
17 WHICH WOULD BE YOU AND CATHY SWICEGOOD, CORRECT?

18 A. CORRECT.

19 Q. THE TOTAL AMOUNT OF \$28,678.43, IS THAT CORRECT?

20 A. YES.

21 Q. ALSO IN PLAINTIFF'S 2 THERE ARE TWO CHECKS, COPIES OF  
22 CHECKS THAT ARE INCLUDED, THAT SHOW HOW THAT \$28,000.00 WAS  
23 PROVIDED AT CLOSING, IS THAT CORRECT?

24 A. YES.

25 Q. CAN YOU TELL ME WHAT ARE THOSE TWO CHECKS AND WHAT ARE

1       THEY FOR?

2       A.     THERE IS A CERTIFIED CHECK FROM ME, FROM MY BANK

3       ACCOUNT, FOR \$6,678.43 AND THERE'S A CHECK FROM MS.

4       SWICEGOOD'S WACHOVIA ACCOUNT FOR \$22,000.00.

5       Q.     SO AT THE CLOSING ON THE HOUSE, CATHY SWICEGOOD DID

6       PROVIDE \$22,000.00, IS THAT CORRECT?

7       A.     YES.

8       Q.     THE REMAINDER CAME FROM YOU, IS THAT CORRECT?

9       A.     YES.

10      Q.     YOU OBTAINED A MORTGAGE ON THE HOUSE, IS THAT CORRECT?

11      A.     YES.

12      Q.     THE MORTGAGE WAS FOR THE AMOUNT OF \$151,500.00, IS

13      THAT CORRECT?

14      A.     YES.

15      Q.     AND IN WHOSE NAME WAS THAT MORTGAGE IN?

16      A.     MINE.

17      Q.     IN PLAINTIFF'S 2 THERE IS A NOTE, A MORTGAGE NOTE

18      THAT'S IN YOUR NAME FOR THIS AMOUNT, IS THAT CORRECT?

19      A.     YES.

20      Q.     THE PAYOFF ON THE MORTGAGE, THIS MORTGAGE AS OF

21      TOMORROW'S DATE, IS \$143,407.75, IS THAT CORRECT?

22      A.     YES, IT IS.

23                 THE COURT:     DOES THAT MORTGAGE ENCOMPASS LOT 58.

24                 AS WELL AS LOT 59?

25                 THE WITNESS:    THE LOT HAD TO BE PAID OFF BEFORE

1 THE NEW HOME WAS CONSTRUCTED.

2 MS. CHAMBERLAIN: YES, SIR, NOW THE PROPERTIES  
3 ARE ALL ONE.

4 THE COURT: SO BOTH WERE MORTGAGED?

5 MS. CHAMBERLAIN: YES, SIR.

6 THE COURT: THANK YOU.

7 Q. WHO MADE ALL OF THE MORTGAGE PAYMENTS ON THE LAKE  
8 HARTWELL PROPERTY?

9 A. I DID.

10 Q. AND PLAINTIFF'S 2 HAS A SUMMARY OF ALL THESE MORTGAGE  
11 PAYMENT CHECKS THAT YOU HAVE PAID?

12 A. YES.

13 Q. DID CATHY SWICEGOOD MAKE ANY OF THE MORTGAGE PAYMENTS  
14 ON THIS PROPERTY?

15 A. NOT ONE PENNY.

16 Q. THIS PROPERTY IS SUBJECT TO A HOMEOWNER'S -- THERE'S A  
17 PROPERTY OWNER'S ASSOCIATION ON THIS PROPERTY, IS THAT  
18 CORRECT?

19 A. YES.

20 Q. WHO MADE ALL OF THE PROPERTY OWNER'S ASSOCIATION  
21 PAYMENTS?

22 A. I HAVE.

23 Q. WHO PAID ALL THE TAXES ON THIS PROPERTY?

24 A. I HAVE.

25 Q. WHO PAID ALL THE INSURANCE, PROPERTY INSURANCE ON THIS

1 PROPERTY?

2 A. I HAVE.

3 Q. NOW THERE'S BEEN WORK DONE ON THIS PROPERTY, IS THAT  
4 CORRECT?

5 A. YES.

6 Q. IN PLAINTIFF'S 2 THERE IS A SUMMARY SHOWING ALL THE  
7 CONSTRUCTION AND IMPROVEMENTS DONE ON THIS PROPERTY AND THE  
8 PAYMENTS FOR THIS WORK, IS THIS CORRECT?

9 A. YES.

10 Q. WHO MADE ALL THE PAYMENTS FOR THE CONSTRUCTION AND  
11 IMPROVEMENTS?

12 A. I HAVE.

13 Q. AND WHAT'S THE TOTAL OF WHAT YOU PAID?

14 A. \$42,735.41.

15 Q. SO THIS \$42,000.00 AND CHANGE IS IN ADDITION TO THE  
16 MORTGAGE PAYMENTS AND IN ADDITION TO THE DOWN PAYMENT, IS  
17 THAT CORRECT?

18 A. YES.

19 Q. AND TO WHOM WERE THESE PAYMENTS MADE?

20 A. THERE WERE GENTLEMEN TO DO LAND CLEARING AND GRADING.  
21 THERE WAS A NEW DOCK PURCHASED AND DOCK WORK PERFORMED.  
22 THERE WAS ROCK AND STONE WORK PERFORMED THAT I PAID A  
23 GENTLEMAN TO DO. I PAID MS. SWICEGOOD OVER \$7,000.00 ON  
24 HER LOWE'S CARD AND MS. SWICEGOOD I PAID SEVERAL CHECKS TO  
25 FOR THE WORK THAT SHE HAD DONE.

1 Q. SO CATHY SWICEGOOD DID DO SOME LABOR AT THIS HOUSE?

2 A. YES, SHE DID. I PAID SOME GENTLEMEN CASH WHICH I  
3 CANNOT PROVE.

4 Q. DID YOU PAY CATHY SWICEGOOD FOR HER LABOR?

5 A. YES, I DID.

6 Q. NOW DOES THIS PROPERTY HAVE A LAND LINE TELEPHONE?

7 A. YES.

8 Q. WHY? THAT SEEMS ODD IN THIS DAY AND TIME.

9 A. THE CELL PHONE RECEPTION IS -- THERE'S BEEN THEFTS.  
10 I'VE BEEN A VICTIM OF THEFTS TWICE IN THE NEIGHBORHOOD AT  
11 THE LAKE SO IT REQUIRED -- I HAD TO HAVE A BURGLAR ALARM  
12 SYSTEM AND SO I HAD TO HAVE A LAND LINE IN ORDER TO SUPPORT  
13 THE SECURITY SYSTEM IN THE LAKE HOUSE.

14 Q. SO YOU COULD NOT GET THE SECURITY SYSTEM WITHOUT  
15 HAVING A LAND LINE TELEPHONE?

16 A. CORRECT.

17 Q. IN PLAINTIFF'S 2 THERE IS A SUMMARY SHOWING THE  
18 PAYMENTS MADE FOR THE AT&T LAND LINE, IS THAT CORRECT?

19 A. YES.

20 Q. WHO MADE THOSE PAYMENTS ON THE AT&T LAND LINE?

21 A. I'VE MADE ALL OF THEM.

22 Q. ALSO PLAINTIFF'S EXHIBIT 2 SHOWS PAYMENTS FOR THE ADT  
23 ALARM SYSTEM. WHO MADE THOSE PAYMENTS?

24 A. I'VE MADE ALL OF THEM.

25 Q. PLAINTIFF'S EXHIBIT 2 CONTAINS ESTIMATES THAT THERE'S

1 EQUITY IN THIS PROPERTY OF A LITTLE BIT OVER \$67,700.00.

2 DO YOU BELIEVE THAT TO BE SO?

3 A. YES.

4 Q. AT THE VERY END OF PLAINTIFF'S 2 THERE IS A FINANCIAL  
5 BREAKDOWN AND SUMMARY AND IT SHOWS THAT WITH THE EXCEPTION  
6 OF THE \$22,000.00 THAT CATHY SWICEGOOD MADE TOWARD THE DOWN  
7 PAYMENT, YOU'VE MADE ALL THE PAYMENTS ON THIS PROPERTY, IS  
8 THAT CORRECT?

9 A. YES.

10 Q. AND ONE THING I SKIPPED OVER THAT I DID NOT ASK YOU  
11 ABOUT IS AFTER THE PURCHASE OF LOT 59, AFTER THE  
12 CONSTRUCTION OF THE HOME, YOU PURCHASED LOT 58, IS THAT  
13 CORRECT?

14 A. YES.

15 Q. AND THAT HAD A PURCHASE PRICE OF \$35,000.00?

16 A. YES.

17 Q. AND YOU PAID AT THE TIME OF CLOSING \$35,469.23,  
18 CORRECT?

19 A. CORRECT.

20 Q. SO YOU PAID ALL THE MONEY TOWARDS THAT LOT?

21 A. I DID. THAT MONEY WAS FROM MY MOTHER AND FATHER'S  
22 INHERITANCE.

23 Q. AND CATHY SWICEGOOD DIDN'T CONTRIBUTE?

24 A. NO.

25 Q. NOW LATER, AS YOU TESTIFIED, ALL THE PROPERTIES WERE

1 JOINED TOGETHER AND THEY ARE SUBJECT TO A MORTGAGE NOW?

2 A. YES.

3 Q. WITH THE EXCEPTION OF THE \$22,000.00 THAT CATHY  
4 SWICEGOOD PAID FOR A DOWN PAYMENT, SHE HASN'T CONTRIBUTED  
5 ANYTHING TOWARDS THIS PROPERTY, HAS SHE?

6 A. NO.

7 Q. YOU'VE TESTIFIED THAT YOU AND CATHY SWICEGOOD  
8 SEPARATED AT THE END OF THE YEAR OR IN DECEMBER OF 2013?

9 A. YES.

10 Q. WHERE DID SHE GO TO LIVE AT THAT TIME?

11 A. SHE WENT TO THE BRAND NEW LAKE HOUSE ON LAKE HARTWELL.

12 Q. SO SHE MOVED INTO THE LAKE HARTWELL PROPERTY AT THAT  
13 TIME?

14 A. YES.

15 Q. AT SOME POINT IN TIME AFTER YOU TWO SEPARATED, DID YOU  
16 HAVE OCCASION TO VISIT THE LAKE HOUSE PROPERTY?

17 A. YES, I WENT TO CHECK ON IT IN JANUARY.

18 Q. AND WHAT DID YOU DISCOVER?

19 A. THERE WAS A NEW LOCK THAT HAD BEEN PLACED ON THE DOOR  
20 AND I COULD NOT GET INTO MY LAKE HOUSE.

21 MS. CHAMBERLAIN: I'M GOING TO JUMP AHEAD, IF  
22 YOU WILL BEAR WITH ME, ON THE EXHIBITS, YOUR HONOR. THEY  
23 ARE SLIGHTLY OUT OF ORDER. NEXT IS PLAINTIFF'S 7.

24 Q. IS THIS A PHOTOGRAPH OF -- PLAINTIFF'S EXHIBIT 7  
25 CONSISTS OF TWO PHOTOGRAPHS. ARE THESE TWO PHOTOGRAPHS OF

1 THE FRONT DOOR AT THE LAKE HOUSE?

2 A. THIS IS THE DOOR AS IT WAS BEFORE THE LOCK WAS PUT ON  
3 AND THIS IS HOW I FOUND IT IN JANUARY OF 2014 WITH A NEW  
4 CODED LOOKING LOCK ON THE FRONT DOOR.

5 Q. PLAINTIFF'S 7 IS TWO PHOTOS. ONE IS A BEFORE PICTURE  
6 OF THE DOOR AND THE SECOND ONE IS AFTER THE LOCK WAS  
7 CHANGED ON THE DOOR?

8 A. YES.

9 MS. CHAMBERLAIN: I MOVE PLAINTIFF'S 7 INTO  
10 EVIDENCE. OPPOSING COUNSEL HAS CONSENTED PREVIOUSLY.

11 THE COURT: ADMITTED.

12 (PLAINTIFF'S EXHIBIT 7 IN EVIDENCE)

13 Q. AFTER YOU WENT TO THE LAKE HOUSE AND DISCOVERED THAT  
14 YOU COULD NOT GAIN ACCESS TO THE PROPERTY, WHAT DID YOU DO?

15 A. I CONTACTED YOU TO PLEASE CONTACT AND SEND A LETTER TO  
16 MR. RECKENBEIL TO PROVIDE ME WITH ACCESS TO MY LAKE HOME.

17 Q. AND IS PLAINTIFF'S EXHIBIT NUMBER 3 A LETTER THAT I  
18 SENT, AND COPIED YOU ON, ASKING FOR KEYS TO THE LAKE HOUSE?

19 A. YES.

20 Q. AND WHAT'S THE DATE ON THIS LETTER?

21 A. JANUARY 28, 2014.

22 MS. CHAMBERLAIN: I MOVE PLAINTIFF'S EXHIBIT  
23 NUMBER 3 INTO EVIDENCE. OPPOSING COUNSEL HAS PREVIOUSLY  
24 CONSENTED.

25 THE COURT: ADMITTED.

1 (PLAINTIFF'S EXHIBIT 3 IN EVIDENCE)

2 Q. IN RESPONSE TO MY LETTER OF JANUARY 28, DID MR.  
3 RECKENBEIL RESPOND WITH A LETTER ON THE SAME DATE?

4 A. YES.

5 Q. AND IN THAT LETTER DID HE SAY THAT HE WAS NOT GOING TO  
6 PROVIDE KEYS TO THE LAKE HOUSE PROPERTY?

7 A. THAT'S CORRECT.

8 MS. CHAMBERLAIN: I MOVE PLAINTIFF'S 4 INTO  
9 EVIDENCE. THE OTHER SIDE HAS ALREADY CONSENTED.

10 THE COURT: ALL RIGHT.

11 (PLAINTIFF'S EXHIBIT 4 IN EVIDENCE)

12 Q. IN RESPONSE TO THIS LETTER DID YOU GET KEYS OR GET  
13 ACCESS TO THE LAKE HOUSE PROPERTY?

14 A. NO.

15 Q. DID THERE COME A TIME WHEN YOU ASKED ME TO AGAIN TRY  
16 TO GET ACCESS TO THE LAKE HOUSE PROPERTY FOR YOU?

17 A. YES. IN THE SPRING OF 2014.

18 Q. AND IN RESPONSE TO THAT DID I WRITE THIS LETTER ON  
19 MARCH 5, 2014, ASKING AGAIN FOR THE KEYS AND ACCESS TO THE  
20 LAKE HOUSE PROPERTY?

21 A. YES, YOU DID.

22 MS. CHAMBERLAIN: I MOVE TO INTRODUCE  
23 PLAINTIFF'S 5 INTO EVIDENCE. OPPOSING COUNSEL HAS  
24 PREVIOUSLY CONSENTED.

25 THE COURT: ADMITTED.

1 (PLAINTIFF'S EXHIBIT 5 IN EVIDENCE)

2 Q. IN RESPONSE TO THAT LETTER DID YOU GET KEYS OR ACCESS  
3 TO THE LAKE HOUSE PROPERTY?

4 A. NO, I DID NOT.

5 Q. DID THERE COME A TIME WHEN YOU HAD ANOTHER OCCASION TO  
6 GO TO THE LAKE HOUSE PROPERTY?

7 A. YES. IN NOVEMBER OF 2014 I WENT TO CHECK ON IT AGAIN.

8 Q. AND AFTER THAT VISIT DID YOU AGAIN ASK ME TO REQUEST  
9 KEYS TO THE LAKE HOUSE PROPERTY?

10 A. YES, I DID.

11 Q. AND IS THIS THE LETTER I SENT ON DECEMBER 2<sup>ND</sup>, 2014,  
12 ASKING IN PART AGAIN FOR KEYS TO THE PROPERTY?

13 A. YES.

14 Q. COULD YOU ACCESS THAT PROPERTY?

15 A. NO.

16 Q. DID THIS LETTER GET YOU THE KEYS TO THE PROPERTY?

17 A. NO, IT DID NOT.

18 Q. AS OF TODAY'S DATE, DO YOU HAVE ACCESS TO THE LAKE  
19 HOUSE PROPERTY THAT'S PARTLY IN YOUR NAME?

20 A. NO, I CANNOT GET IN.

21 Q. WHEN YOU WENT OUT TO THE PROPERTY AT THE END OF THE  
22 YEAR -- WAS IT DECEMBER YOU SAID YOU WENT OUT?

23 A. NOVEMBER.

24 Q. NOVEMBER. WHAT DID YOU DISCOVER?

25 A. I FOUND ITEMS THAT WERE MINE, PERSONAL ITEMS, MIRRORS

1 AND PRINTS AND A LOG BED AND LAMPS AND FURNITURE THAT WERE  
2 INSIDE THE LAKE HOUSE WERE DUMPED ON THE BACK PORCH OF THE  
3 LAKE HOUSE ON THE LAKE SIDE AND THEY WERE COVERED WITH MOLD  
4 AND MILDEW.

5 Q. SO THESE WERE ITEMS THAT HAD PREVIOUSLY BEEN INSIDE  
6 THE LAKE HOUSE BUT NOW HAD BEEN PUT ON THE PORCH?

7 A. YES.

8 Q. I'M GOING TO SHOW YOU PLAINTIFF'S 8. ARE THESE PHOTOS  
9 OF THINGS YOU FOUND ON THE PORCH, THE SCREENED IN PORCH AT  
10 THE LAKE HOUSE?

11 A. YES, THEY ARE.

12 Q. AND THESE ARE YOUR THINGS THAT HAD BEEN PUT OUT ON THE  
13 PORCH?

14 A. YES.

15 Q. AND DO SOME OF THESE PHOTOS SHOW THE MOLD AND MILDEW  
16 ON THE PROPERTY?

17 A. YES.

18 MS. CHAMBERLAIN: I MOVE PLAINTIFF'S 8 INTO  
19 EVIDENCE. OPPOSING COUNSEL HAS PREVIOUSLY CONSENTED.

20 THE COURT: ALL RIGHT.

21 (PLAINTIFF'S EXHIBIT 8 IN EVIDENCE)

22 Q. AFTER YOU AND CATHY SWICEGOOD SEPARATED IN DECEMBER OF  
23 2013, DID YOU CONTINUE TO MAKE THE MORTGAGE PAYMENTS ON THE  
24 LAKE HOUSE PROPERTY?

25 A. YES, I DID.

1 Q. DID YOU CONTINUE TO PAY THE HOMEOWNER'S OR PROPERTY  
2 OWNER'S ASSOCIATION DUES ON THE LAKE HOUSE PROPERTY?

3 A. YES.

4 Q. DID YOU CONTINUE TO PAY INSURANCE AND TAXES?

5 A. YES.

6 Q. DID CATHY SWICEGOOD CONTRIBUTE ANYTHING TOWARDS THESE  
7 EXPENSES?

8 A. NO.

9 Q. SO SINCE JANUARY 2014 -- YOU ALL SEPARATED IN DECEMBER  
10 OF 2013 -- SINCE JANUARY 2014 UP TO THE PRESENT DATE HAVE  
11 YOU SPENT \$14,143.77 ON THIS PROPERTY FOR THE MORTGAGE, POA  
12 AND THE UTILITIES BEING THE LAND LINE, HAVE YOU SPENT THAT  
13 AMOUNT OF MONEY?

14 A. YES.

15 Q. SO ARE YOU SEEKING \$14,143.77 AS DAMAGES FOR OUSTER?

16 A. YES.

17 Q. MS. THOMPSON, YOU TESTIFIED THAT BOTH THE HILTON HEAD  
18 PROPERTY AND LAKE HARTWELL PROPERTY ARE TITLED IN BOTH  
19 NAMES, IS THAT CORRECT?

20 A. YES.

21 Q. CAN YOU TELL ME WHY THEY WERE TITLED IN BOTH NAMES?

22 A. DURING THE COURSE OF OUR RELATIONSHIP MS. SWICEGOOD  
23 WOULD CONSTANTLY ASK ME IF SOMETHING HAPPENED TO ME WHERE  
24 WOULD SHE LIVE, WHAT WOULD HAPPEN TO HER, WOULD SHE BE OUT  
25 ON THE STREET WITHOUT A PLACE TO LIVE AND SO I ADDED HER

1 NAME TO THE LAKE PROPERTY. THE ISLAND CLUB PROPERTY,  
2 HOWEVER, WAS PURCHASED A YEAR AFTER MY MOTHER PASSED AWAY  
3 AND I WAS DEALING WITH A LOT OF THINGS, AS WELL AS OUR  
4 RELATIONSHIP HAD DETERIORATED, AND I PUT HER NAME ON IT IN  
5 HOPES THAT IT WOULD HELP OUR RELATIONSHIP.

6 Q. SO PUTTING HER NAME ON AT LEAST THE LAKE PROPERTY WAS  
7 TO PROTECT HER IN THE EVENT OF YOUR DEATH?

8 A. YES.

9 Q. WAS IT YOUR INTENT TO GIVE HER A GIFT OF 50 PERCENT OF  
10 THESE PROPERTIES?

11 A. ABSOLUTELY NOT.

12 Q. WAS IT YOUR INTENT THAT SHE WOULD BE ENTITLED TO HALF  
13 OF THE PROPERTIES IF YOU TWO SEPARATED?

14 A. ABSOLUTELY NOT.

15 Q. NOW THE VAST MAJORITY OF THE BILLS AND EXPENSES  
16 ASSOCIATED WITH THESE PROPERTIES, HOW DID YOU PAY THE  
17 OVERALL MAJORITY OF THE EXPENSES?

18 A. THE OVERWHELMING MAJORITY OF THE EXPENSES AGAIN WERE  
19 PAID A LOT BY MY MOTHER'S AND FATHER'S -- BY MY INHERITANCE  
20 THAT I RECEIVED AND ALSO FROM MY CHECKING ACCOUNT AND THE  
21 FUNDS FROM MY CHECKING ACCOUNT WERE FUNDED BY MY MOTHER'S  
22 INHERITANCE AND FROM MY DIRECT DEPOSIT PAY CHECKS AND FROM  
23 THE RENTALS FROM THE HILTON HEAD CONDOMINIUM.

24 Q. PROCEDURALLY YOU PAID THE MAJORITY OF THE EXPENSES  
25 FROM YOUR ---

1 A. FROM MY CHECKING ACCOUNT.

2 Q. FROM YOUR CHECKING ACCOUNT. WHERE DO YOU HAVE YOUR  
3 CHECKING ACCOUNT?

4 A. BB&T.

5 Q. WHOSE NAME IS ON THAT?

6 A. CURRENTLY IT'S IN MY NAME.

7 Q. WHEN WAS THAT ACCOUNT OPENED OR WHEN WAS YOUR BB&T  
8 CHECKING ACCOUNT OPENED?

9 A. IN THE 1990'S I'M SURE, OR BEFORE.

10 Q. WHOSE NAME WAS ON THAT ACCOUNT ORIGINALLY?

11 A. MY NAME.

12 Q. DID THERE COME TO BE A TIME WHEN YOU PUT CATHY  
13 SWICEGOOD'S NAME ON THAT BANK ACCOUNT?

14 A. YES.

15 Q. AND WHEN DID THAT HAPPEN?

16 A. JANUARY OF 2010.

17 Q. AND WHY DID YOU PUT CATHY SWICEGOOD'S NAME ON THAT  
18 CHECKING ACCOUNT?

19 A. I WAS PROMOTED AT WORK AND IT REQUIRED ME TO TRAVEL  
20 OFTEN TO OTHER STATES AND I WANTED TO MAKE SURE THAT I WAS  
21 ABLE TO PAY ANY KIND OF BILLS OR EMERGENCIES THAT NEEDED TO  
22 BE DONE AND I FELT THAT I COULD TRUST HER TO PAY THOSE FOR  
23 ME WHEN I DIRECTED HER TO.

24 Q. UP UNTIL THE TIME YOU AND CATHY SWICEGOOD SEPARATED,  
25 DID CATHY SWICEGOOD EVER WRITE A CHECK OR DISBURSE FUNDS

1 FROM THAT ACCOUNT OTHER THAN AT YOUR DIRECTION AND WITH  
2 YOUR EXPRESS PERMISSION AND APPROVAL?

3 A. NO, SHE DID NOT.

4 Q. AFTER YOU AND CATHY SWICEGOOD SEPARATED DID SHE EVER  
5 WRITE A CHECK ON THAT ACCOUNT WITHOUT YOUR PERMISSION?

6 A. YES, SHE DID.

7 Q. TELL ME ABOUT THAT.

8 A. I FOUND OUT THAT MY ACCOUNT HAD BEEN OVERDRAWN AND  
9 THAT SHE HAD STOLEN A CHECKBOOK FROM ME AND WRITTEN A CHECK  
10 FOR \$3,000.00 TO RETAIN AN ATTORNEY TO INITIATE A LAWSUIT  
11 AGAINST ME.

12 Q. AND THAT \$3,000.00 WAS FOR LEGAL FEES?

13 A. YES, TO RETAIN AN ATTORNEY, FOR LEGAL FEES.

14 Q. OTHER THAN THAT ONE CHECK AFTER YOU ALL SEPARATED --  
15 SO THAT WOULD HAVE BEEN WHEN, IN DECEMBER OF 2013?

16 A. YES.

17 Q. OTHER THAN THAT ONE CHECK THAT CATHY SWICEGOOD WROTE  
18 FOR \$3,000.00 FOR HER LEGAL FEES, ALL OTHER CHECKS WERE  
19 EITHER WRITTEN BY YOU OR AT YOUR DIRECTION, IS THAT  
20 CORRECT?

21 A. YES.

22 Q. WHAT WAS THE PRIMARY SOURCE OF FUNDING FOR YOUR JOINT  
23 CHECKING ACCOUNT?

24 A. ALL THE FUNDS IN MY JOINT CHECKING ACCOUNT WERE FROM  
25 MY DIRECT DEPOSIT, FROM MY WORK PAYCHECK, FROM MY 2012

1 INHERITANCE FROM MY PARENTS AND FROM THE HILTON HEAD  
2 RENTAL.

3 Q. IF SOMEONE OWED YOU MONEY WOULD YOU PUT IT IN THAT  
4 ACCOUNT?

5 A. YES.

6 Q. IF YOUR MOTHER BORROWED MONEY FROM YOU AND PAID YOU  
7 BACK WOULD IT GO IN THAT ACCOUNT?

8 A. YES.

9 Q. SO THE MAJORITY OF YOUR MONEY CAME FROM YOUR PAY, YOUR  
10 INHERITANCE AND THE RENTAL AT HILTON HEAD?

11 A. YES.

12 Q. DID CATHY SWICEGOOD EVER DEPOSIT ANY FUNDS INTO THAT  
13 ACCOUNT?

14 A. NO.

15 Q. DID THAT ACCOUNT EVER CONTAIN ANY OF CATHY SWICEGOOD'S  
16 MONEY?

17 A. NO.

18 Q. AS A RESULT OF THIS PARTITION ACTION AND ACTION FOR  
19 OUSTER, HAVE YOU INCURRED LEGAL FEES?

20 A. ABSOLUTELY.

21 Q. I'M GOING TO SHOW YOU AN AFFIDAVIT OF FEES AND COSTS.  
22 IS THAT AN ACCURATE REFLECTION OF YOUR LEGAL FEES IN THIS  
23 PARTITION AND OUSTER ACTION?

24 A. YES.

25 Q. AND CAN YOU READ FOR THE COURT WHAT IS THE TOTAL LEGAL

1 FEES FOR THIS ACTION?

2 A. \$35,600.62.

3 Q. JUST SO WE ARE CLEAR. THIS AFFIDAVIT DOES NOT REFLECT  
4 THE LEGAL FEES IN THE FAMILY COURT ACTION THAT CATHY  
5 SWICEGOOD BROUGHT AGAINST YOU, DOES IT?

6 A. NO.

7 Q. AND THIS AFFIDAVIT OF FEES AND COSTS DOES NOT REFLECT  
8 ANY LEGAL FEES FOR A WILL OR ANYTHING LIKE THAT, DOES IT?

9 A. NO.

10 Q. IT'S JUST FOR THIS PARTITION ACTION?

11 A. CORRECT.

12 MS. CHAMBERLAIN: YOUR HONOR, I MOVE AT THIS  
13 TIME TO INTRODUCE THIS INTO EVIDENCE AS PLAINTIFF'S 9, YOUR  
14 HONOR.

15 THE COURT: ALL RIGHT.

16 (PLAINTIFF'S EXHIBIT 9 IN EVIDENCE)

17 Q. MS. THOMPSON, ARE YOU ASKING THE COURT TO AWARD YOU  
18 LEGAL FEES IN THE SUM OF \$35,600.62?

19 A. YES.

20 MS. CHAMBERLAIN: BEG THE COURT'S INDULGENCE FOR  
21 A MOMENT.

22 THE COURT: ALL RIGHT.

23 Q. MS. THOMPSON, ARE YOU ASKING FOR THIS COURT TO FIND  
24 THAT YOU ARE ENTITLED TO A HUNDRED PERCENT OF THE HILTON  
25 HEAD CONDOMINIUM?

1 A. YES.

2 Q. AND ARE YOU ASKING THIS COURT TO AWARD YOU A HUNDRED  
3 PERCENT OF THE LAKE HARTWELL PROPERTY?

4 A. YES.

5 Q. THE HILTON HEAD CONDOMINIUM, YOU TESTIFIED THAT CATHY  
6 SWICEGOOD CONTRIBUTED NO FUNDS AT ANY TIME TO THAT  
7 PROPERTY, IS THAT CORRECT?

8 A. YES.

9 Q. THE HILTON HEAD, EXCUSE ME, THE LAKE HARTWELL  
10 PROPERTY, SHE CONTRIBUTED \$22,000.00?

11 A. YES.

12 Q. BUT SINCE THAT TIME, BECAUSE OF OUSTER YOU HAVE  
13 INCURRED DAMAGES OF OVER \$14,000.00, IS THAT CORRECT?

14 A. YES.

15 Q. AND ALSO YOU HAVE MADE ALL THE PAYMENTS ON EVERY OTHER  
16 -- ALL THE OTHER PAYMENTS ON THE MORTGAGE AND ALL THE OTHER  
17 EXPENSES AND YOUR EXPENSES, BECAUSE OF YOUR EXPENSES AND  
18 YOUR CONTRIBUTION AND YOUR IMPROVEMENTS YOU BELIEVE YOU ARE  
19 ENTITLED TO A HUNDRED PERCENT OF THAT PROPERTY AS WELL?

20 A. YES.

21 Q. ALSO FURTHER YOU'VE TESTIFIED THAT BECAUSE OF CATHY  
22 SWICEGOOD'S RESERVING THE HILTON HEAD CONDO YOU HAVE BEEN  
23 DEPRIVED OF ITS USE AND ENJOYMENT WHILE SHE HAS MADE  
24 RESERVATIONS THERE?

25 A. YES.

1 Q. AND SHE DIDN'T PAY YOU ANY RENT DURING THAT TIME?

2 A. NO.

3 Q. AND DEPRIVED YOU OF RENTAL INCOME?

4 A. YES.

5 Q. THANK YOU. PLEASE ANSWER ANY QUESTIONS OPPOSING  
6 COUNSEL MIGHT HAVE.

7 THE COURT: MR. RECKENBEIL?

8 CROSS EXAMINATION

9 BY MR. RECKENBEIL:

10 Q. MS. THOMPSON, WHAT KIND OF WORK DO YOU DO?

11 A. I AM VICE PRESIDENT OF QUALITY.

12 Q. FOR WHAT CORPORATION?

13 A. MULTI-PACK SOLUTIONS.

14 Q. WHERE ARE THE CORPORATE HEADQUARTERS AT?

15 A. ST. LOUIS, MISSOURI.

16 Q. AND YOU SAID BACK IN 2010 YOU RECEIVED A PROMOTION  
17 WITH THEM?

18 A. YES.

19 Q. ALL RIGHT. AND SO THAT WOULD REQUIRE YOU TO TRAVEL  
20 OUT OF STATE?

21 A. YES.

22 Q. WHAT KIND OF WORK DID CATHY SWICEGOOD DO? DO YOU  
23 KNOW?

24 A. YES, SHE'S AN INTERIOR DECORATOR/DESIGNER.

25 Q. DID YOU EVER BUILD A HOME BY YOURSELF? IN OTHER

1 WORDS, HAVE YOU DONE CONSTRUCTION?

2 A. NO, I HAVE NOT.

3 Q. IF YOU ASKED THE SAME QUESTION OF ME I WOULD SAY NO,  
4 TOO. SO RECAPPING AND UNDERSTANDING THAT THE LAKE HOME WAS  
5 CONSTRUCTED FROM THE GROUND UP, AM I UNDERSTANDING THAT  
6 RIGHT?

7 A. YES.

8 Q. DID YOU GO OUT THERE AND HAMMER AND NAIL STUFF  
9 TOGETHER?

10 A. I HIRED A CONTRACTOR TO DO THAT.

11 Q. OKAY. WAS CATHY THERE ALL THE TIME WITH THAT  
12 CONTRACTOR?

13 A. NO, NOT ALL THE TIME.

14 Q. THAT WOULD BE YOUR TESTIMONY. DURING THE TIME FRAME  
15 WHEN THAT WAS BUILT YOU WERE STILL VICE PRESIDENT OF MULTI-  
16 PACK SOLUTIONS?

17 A. YES.

18 Q. TRAVELING A LOT?

19 A. YES.

20 Q. HOW OFTEN WOULD YOU GO DOWN TO VIEW THE CONSTRUCTION  
21 OF THE HOME AT LAKE HARTWELL?

22 A. I DON'T RECALL EXACTLY BUT I WAS EXCITED SO AT LEAST  
23 SEVERAL TIMES A WEEK AND EVERY WEEKEND.

24 Q. AND THAT TOOK, FOR THE ERECTION OF THAT HOME, IT TOOK  
25 SEVERAL MANEUVERS IN ORDER FOR THE PROPERTIES TO BE JOINED

1 LEGALLY SO THAT THERE COULD BE ONE PIECE OF PROPERTY TO  
2 BUILD THIS LAKE HOUSE, WOULD YOU AGREE WITH ME?

3 A. NO.

4 Q. OKAY.

5 A. I'M NOT SURE I UNDERSTAND THAT.

6 Q. THERE WAS A LOT 58, CORRECT? LOT 59. AND THEY WERE  
7 ULTIMATELY JOINED TOGETHER LEGALLY IN ORDER TO BUILD THAT  
8 HOME THAT YOU HAVE THERE NOW?

9 A. NO, THAT'S NOT CORRECT.

10 Q. WHAT IS YOUR UNDERSTANDING?

11 A. I PURCHASED LOT 59. THE HOME WAS BUILT ON LOT 59.  
12 THE HOME WAS FINISHED IN THE SUMMER OF 2012 AND THEN MY  
13 MOTHER HAD PASSED AWAY IN 2012 AND I WAS THEN ABLE TO HAVE  
14 THE FUNDS TO PURCHASE THE ADJOINING LOT WHICH IS LOT 58.

15 Q. OKAY. SO AS IT STANDS RIGHT NOW -- LET ME ASK THE  
16 QUESTION AGAIN. AS IT STANDS RIGHT NOW, THERE HAVE BEEN  
17 SEVERAL PARCELS OF LAND THAT HAVE BEEN LEGALLY JOINED  
18 TOGETHER THAT IS NOW KNOWN AS THE LAKE HARTWELL HOUSE,  
19 WOULD YOU AGREE WITH ME?

20 A. TWO LOTS.

21 Q. RIGHT. AND THEY HAD TO BE LEGALLY JOINED TOGETHER?

22 A. YES.

23 Q. NOW WHEN THOSE WERE JOINED TOGETHER DID YOU SEEK THE  
24 ADVICE OF AN ATTORNEY?

25 A. WHEN THEY WERE JOINED TOGETHER?

1 Q. YES, MA'AM.

2 A. I BELIEVE WE GOT THE LADY THAT WORKS AT THE FOXWOOD  
3 HILLS OFFICE TO DO AN ADJOINING LOT AGREEMENT AND TOOK IT  
4 TO OCONEE COUNTY AND THE LADY AT FOXWOOD HILLS DID THAT FOR  
5 US.

6 Q. DO YOU RECALL RECEIVING A LETTER FROM OCONEE COUNTY  
7 SAYING THAT THESE PIECES OF LAND NEED TO BE TITLED IN THE  
8 SAME LEGAL CATEGORY IN ORDER FOR THEM TO BE JOINED?

9 A. THERE IS A FORM THAT YOU FILL OUT, AN ADJOINING LOT  
10 AGREEMENT.

11 Q. RIGHT. DO YOU REMEMBER THAT?

12 A. YES.

13 Q. OKAY. AND THEY WERE JOINED TOGETHER AS JOINT TENANCY  
14 WITH THE RIGHT OF SURVIVORSHIP. HAVE YOU HEARD THAT  
15 BEFORE?

16 A. YES.

17 Q. YOU ARE VICE PRESIDENT OF A PRETTY BIG CORPORATION,  
18 CORRECT?

19 A. YES.

20 Q. AND YOU ARE TELLING ME ---

21 A. VICE PRESIDENT OF QUALITY, I'M SORRY.

22 Q. UNDERSTOOD. AND YOU ARE TELLING THIS COURT THAT JUST  
23 BECAUSE OF THE FACT THAT CATHY SWICEGOOD NEEDED PEACE OF  
24 MIND THAT YOU WERE GOING TO JOIN THESE PIECES OF PROPERTY  
25 TOGETHER AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP.

1 IS THAT THE TESTIMONY THAT YOU WANT THIS COURT TO BELIEVE?

2 A. YES, IT IS.

3 Q. ARE YOU FAMILIAR WITH TENANTS IN COMMON?

4 A. NO, I DON'T KNOW THE LAW.

5 Q. OKAY. SO YOU JUST BLINDLY GO INTO STUFF, RIGHT?

6 A. NO, I HIRED AN ATTORNEY AND I TOLD HIM THAT I WANTED  
7 TO MAKE SURE THAT IF I DIED SHE WOULD -- MY PROPERTY  
8 WOULDN'T GO TO THE STATE OR GO IN PROBATE, THAT SHE WOULD  
9 GET IT.

10 Q. THE ATTORNEY DIDN'T ADVISE YOU THAT TENANTS IN COMMON  
11 DOES THE SAME THING?

12 A. THE ATTORNEY ---

13 MS. CHAMBERLAIN: OBJECTION. FIRST OF ALL  
14 THAT'S A LAW THAT WAS NOT EVEN A LAW IN THIS STATE.

15 MR. RECKENBEIL: I'M ASKING HER ABOUT THE ADVICE  
16 FROM THE ATTORNEY.

17 Q. DID YOU IN FACT RECEIVE ADVICE THAT THERE IS DIFFERENT  
18 WAYS TO DO IT? THAT YOU COULD TITLE IT DIFFERENT WAYS.

19 A. I ONLY RECALL TELLING HIM THAT I WANTED -- IF I DIED  
20 SHE GOT IT. THAT'S ALL I RECALL.

21 Q. OKAY. AND SO DID THE ATTORNEY ADVISE YOU THAT JOINT  
22 TENANCY WITH THE RIGHT OF SURVIVORSHIP IS A WHOLE INTEREST  
23 IN THE PROPERTY UNTIL BASICALLY YOU DIE AND IT GOES TO THE  
24 OTHER PERSON?

25 A. AGAIN, I ASKED HIM TO PUT IT SO IF I DIED SHE GOT IT.

1 THAT'S AS FAR AS IT WENT.

2 Q. OKAY. DID THE ATTORNEY TELL YOU HOW YOU WOULD BREAK  
3 THAT THING UP -- IF YOU GUYS DIDN'T DIE AND YOU WANTED TO  
4 BREAK IT UP?

5 A. I DIDN'T DISCUSS OTHER THAN IF I DIED. I DIDN'T  
6 DISCUSS IT BECAUSE I DIDN'T FORESEE THIS HAPPENING,  
7 OBVIOUSLY.

8 Q. RIGHT. BECAUSE THE PURPOSE BEHIND -- DID THE ATTORNEY  
9 NOT TELL YOU THE PURPOSE BEHIND JOINT TENANCY WITH THE  
10 RIGHT OF SURVIVORSHIP IS THAT IT'S BASICALLY DEATH DO US  
11 PART?

12 MS. CHAMBERLAIN: OBJECTION, YOUR HONOR. HE IS  
13 NOW ---

14 THE COURT: YES.

15 Q. SO WITH THESE PARCELS OF LAND BEING JOINED TOGETHER,  
16 DO YOU HAVE ANY INFORMATION TO SAY THAT CATHY WAS NOT AT  
17 THE CONSTRUCTION OF THE LAKE HOME? IN OTHER WORDS, WAS SHE  
18 OVERSEEING THE CONSTRUCTION?

19 A. I HIRED A CONTRACTOR, MITCHELL BRUCE, TO CONTRACT THAT  
20 HOME BUILDING.

21 Q. WE CAN BE HERE ALL DAY BECAUSE I'M GOING TO BE ASKING  
22 THE SAME QUESTION. I KNOW WHAT YOU WANT TO SAY BUT MY  
23 QUESTION SPECIFICALLY IS THAT DO YOU KNOW IF CATHY  
24 SWICEGOOD OVERSAW THE CONSTRUCTION OF THE LAKE HOME? IN  
25 OTHER WORDS, WAS SHE THERE WHEN IT WAS BEING BUILT? DO YOU

1 KNOW?

2 A. AGAIN, I HIRED A LICENSED BUILDER IN ORDER TO GET A  
3 LOAN TO BUILD THE HOME. I HIRED MITCHELL BRUCE, A LICENSED  
4 BUILDER, FOR THE CONTRACTOR TO BUILD THE HOME.

5 Q. AND YOU DON'T KNOW WHETHER OR NOT CATHY WAS THERE?

6 A. I'M SURE SHE WAS THERE A LOT BECAUSE IF SHE WASN'T  
7 WORKING HER JOB SHE WAS WORKING AT THE LAKE HOUSE.

8 Q. RIGHT, OKAY. SO YOU ADMIT THAT CATHY, SHE WOULD BE  
9 THERE?

10 A. SOMETIMES, OF COURSE SHE WOULD. SHE WAS EXCITED ABOUT  
11 IT.

12 Q. THE LOWE'S CREDIT CARD WAS BEING USED FOR ITEMS THAT  
13 WERE OBVIOUSLY GOING INTO THESE HOMES, I WOULD ASSUME,  
14 CORRECT? HILTON HEAD AS WELL AS OCONEE COUNTY, RIGHT?

15 A. SOMETIMES.

16 Q. ALL RIGHT. AND WHEN THAT LAKE HOUSE WAS FINISHED, DO  
17 YOU RECALL WHEN THAT WAS?

18 A. THE LAKE HOUSE WAS FINISHED IN 2012.

19 Q. 2012?

20 A. YES.

21 Q. WAS THERE ANY DISCUSSION WITH ANY OTHER LAWYER AS TO  
22 TITLING AFTER THE COMPLETION OF THE HOME TO THE PRESENT  
23 DATE? I KNOW WHAT YOU DISCUSSED BEFORE BUT I'M TALKING  
24 ABOUT AFTERWARDS. HAVE YOU EVER SOUGHT THE ADVICE OF AN  
25 ATTORNEY AFTER THE COMPLETION OF THE HOME TO HAVE IT TITLED

1 ANY DIFFERENTLY?

2 A. I DIDN'T SEEK THE ADVICE OF AN ATTORNEY TO CHANGE  
3 ANYTHING.

4 Q. NOTHING. SO AFTER IT WAS COMPLETED YOU STILL HAD IN  
5 YOUR MIND AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP  
6 AND YOU WANTED CATHY TO GET IT IN CASE YOU DIED?

7 A. YES. I TOLD WHATEVER CLOSING ATTORNEY I USED TO JUST  
8 WORD IT SO THAT SHE GETS IT IF I DIE.

9 Q. DO YOU REMEMBER SERVING CATHY WITH AN EVICTION NOTICE  
10 BACK IN DECEMBER OF 2013?

11 A. YES.

12 Q. DO YOU REMEMBER THE FACT THAT YOUR ATTORNEY BACK IN  
13 2013 ---

14 MS. CHAMBERLAIN: OBJECTION, YOUR HONOR. THIS  
15 DOCUMENT HAS TO DO WITH PROPERTY NOT BEFORE THIS COURT.  
16 THE EVICTION NOTICE WAS FOR CATHY SWICEGOOD TO VACATE A  
17 HOME IN GREENVILLE COUNTY.

18 THE COURT: IS THAT CORRECT?

19 MR. RECKENBEIL: YES, SIR.

20 THE COURT: ALL RIGHT.

21 Q. SO LEGALLY YOU'RE KICKING HER OUT, CORRECT?

22 THE COURT: WELL, IT'S NOT THE SUBJECT PROPERTY.

23 MR. RECKENBEIL: I BEG THE COURT'S INDULGENCE.

24 IT'S GOING TO HAVE VERY BIG RELEVANCE WITH THE NEXT

25 QUESTION, IF I GET TO ASK IT.

1 MS. CHAMBERLAIN: YOUR HONOR, THE COURT HAS  
2 ALREADY RULED THAT EVIDENCE ABOUT OTHER PROPERTY IS NOT  
3 PERMITTED.

4 THE COURT: YES.

5 Q. ISN'T IT TRUE, THE FACT THAT YOUR COUNSEL SENT A  
6 LETTER TO MR. BENNETT SAYING THAT CATHY SWICEGOOD COULD  
7 JUST GO LIVE IN THE LAKE HOME?

8 A. I'M NOT AWARE OF THAT.

9 Q. OKAY.

10 MR. RECKENBEIL: IF I COULD APPROACH THE WITNESS  
11 JUST TO REFRESH HER RECOLLECTION, YOUR HONOR.

12 THE COURT: ALL RIGHT.

13 (APPROACHES WITNESS)

14 Q. AND IF I COULD JUST SHOW YOU A LETTER. DO YOU HAVE  
15 ANY REASON TO REFUTE THAT OR DO I NEED TO CALL MS.  
16 CHAMBERLAIN TO VERIFY THAT LETTER WAS SENT?

17 MS. CHAMBERLAIN: I WILL STIPULATE THAT I SENT A  
18 LETTER SAYING THAT CATHY SWICEGOOD COULD LIVE IN THE LAKE  
19 HOUSE.

20 THE COURT: ALL RIGHT.

21 Q. AND YOU ALSO AGREE WITH ME THE FACT THAT YOU SIGNED AN  
22 EVICTION NOTICE, IS THAT CORRECT?

23 MS. CHAMBERLAIN: OBJECTION. THAT CONCERNS A  
24 PROPERTY THAT'S NOT THE SUBJECT OF THIS LITIGATION.

25 MR. RECKENBEIL: UNDERSTOOD. YOUR HONOR, BUT

1 THE FACT THAT MY CLIENT HAD NO LEGAL RIGHT TO BE IN  
2 GREENVILLE COUNTY, THE POINT THAT I'M MAKING IS THE FACT  
3 THAT THE AGREEMENT WAS BY MS. CHAMBERLAIN IN CONFERENCES  
4 THAT MY CLIENT WOULD RESIDE IN THE LAKE HOME. THERE WAS A  
5 DIRECT CORRESPONDENCE TO THAT IN EXCHANGE FOR HER TO RESIDE  
6 IN THIS RESIDENCE.

7 THE COURT: ALL RIGHT.

8 Q. THE NUMBER OF LEGAL TRANSACTIONS THAT HAD TO TAKE  
9 PLACE IN ORDER TO GET THE, AS WE KNOW NOW, THE LAKE  
10 HARTWELL HOUSE, YOU'VE ALREADY SUBMITTED IN YOUR BINDER,  
11 CORRECT? THE TRANSACTIONS OF THE LEGAL TITLE OF THE LOT  
12 58, THE LOT 59.

13 A. I BELIEVE WE DID.

14 Q. YOU'VE REVIEWED ALL THAT STUFF?

15 A. I BELIEVE WE DID.

16 Q. AND ANYTHING ELSE THAT YOU WANT TO ADD TO THAT THAT  
17 YOU HAVEN'T PREVIOUSLY TESTIFIED TO ABOUT THE JOINING OF  
18 THOSE PROPERTIES, OF ANY SORT OF LEGAL DOCUMENTS THAT YOU  
19 MIGHT HAVE INCORPORATED IN THESE?

20 A. I'M REALLY NOT CLEAR ON WHAT YOU'RE ASKING ME.

21 Q. IN OTHER WORDS, EVERYTHING IS CONTAINED IN THERE THAT  
22 YOU KNOW OF?

23 A. ABOUT THE?

24 Q. ABOUT THE QUITCLAIM DEED THAT CATHY SWICEGOOD GAVE TO  
25 YOU IN ORDER FOR YOU TO HAVE AN INTEREST IN THE PROPERTY,

1 OF ONE OF THE LOTS IN OCONEE?

2 A. OKAY.

3 Q. THOSE ARE THE LEGAL MANEUVERINGS IN ORDER TO HAVE THE  
4 PROPERTY ---

5 MS. CHAMBERLAIN: OBJECTION, YOUR HONOR. I  
6 DON'T THINK SHE IS CAPABLE OR OUR CLIENT IS CAPABLE OF  
7 DISCUSSING THE LEGAL MANEUVERING, TO USE OPPOSING COUNSEL'S  
8 TERMINOLOGY.

9 THE COURT: I DON'T THINK SHE'S CAPABLE OF  
10 ANSWERING LEGAL QUESTIONS BUT IF IT'S A FACTUAL ISSUE YOU  
11 CAN ASK HER.

12 MR. RECKENBEIL: SURE.

13 Q. CATHY SWICEGOOD DID IN FACT QUITCLAIM A DEED TO YOU IN  
14 ORDER FOR THIS ULTIMATE RESULT TO HAPPEN, WOULD YOU AGREE?

15 A. I THINK THERE IS A DOCUMENT IN THERE FOR THAT.

16 Q. OKAY. HOW MUCH DID YOU PAY HER FOR IT?

17 A. I'M SORRY?

18 Q. HOW MUCH DID YOU PAY HER FOR THAT?

19 A. PAY HER FOR WHAT?

20 Q. THE QUITCLAIM OF THE DEED.

21 A. WHICH PROPERTY ARE YOU TALKING ABOUT?

22 Q. I DON'T KNOW. THEY ARE ALL JOINED TOGETHER.

23 A. WELL, I PAID FOR ALL OF THEM SO -- I DIDN'T PAY HER  
24 ANYTHING BECAUSE I BOUGHT THEM ALL.

25 Q. OKAY. BUT DO YOU REMEMBER THAT DOCUMENT SPECIFICALLY,

1 A QUITCLAIM DEED? DO YOU REMEMBER HOW MUCH YOU PAID HER?

2 A. I'M NOT SURE.

3 Q. HOW ABOUT LOVE AND CONSIDERATION? WOULD THAT BE WHAT  
4 YOU PAID?

5 A. I DON'T RECALL THE ---

6 Q. THE DOCUMENT SPEAKS FOR ITSELF AND IT'S A QUITCLAIM  
7 DEED STATING THE FACT THAT YOU PAID LOVE AND CONSIDERATION.

8 MS. CHAMBERLAIN: OBJECTION, YOUR HONOR. IF HE  
9 WOULD SHOW THE DOCUMENT TO HER THEN WE WOULDN'T HAVE TO  
10 PLAY THIS GUESSING GAME.

11 THE COURT: ALL RIGHT. I HAVEN'T HEARD ANYTHING  
12 ABOUT A QUITCLAIM DEED. WAS THERE ONE EXECUTED?

13 MR. RECKENBEIL: THE DOCUMENT, YOUR HONOR, IS ON  
14 YOUR HONOR'S BENCH. I'M HAPPY TO SHOW HER WHAT THE  
15 PLAINTIFF HAS INTRODUCED AND WE'VE STIPULATED TO.

16 THE COURT: WELL, WAS IT EXECUTED?

17 MR. RECKENBEIL: IT WAS EXECUTED, YOUR HONOR.

18 THE COURT: A QUITCLAIM DEED?

19 MR. RECKENBEIL: YES, SIR.

20 THE COURT: TO WHAT PROPERTY?

21 MR. RECKENBEIL: I HAVE HERE A QUITCLAIM DEED  
22 DATED FEBRUARY 24, 2010, THAT THIS WAS EXECUTED BY CATHY  
23 SWICEGOOD, IN FACT QUITCLAIMING FOR ONE DOLLAR (\$1.00) AND  
24 LOVE AND AFFECTION OF ONE OF THE LOTS THAT IT ULTIMATELY  
25 WAS GOING DOWN THE LINE TO DEVELOP THIS LAKE HOME.

1 MS. CHAMBERLAIN: MAY I ASK THE COURT, CAN YOU  
2 SHOW ME WHICH DEED HE'S TALKING ABOUT?

3 (COURT HANDS DOCUMENT TO MS. CHAMBERLAIN)

4 MR. CHAMBERLAIN: OBJECTION, YOUR HONOR. THIS  
5 CONCERNS PROPERTY THAT'S NOT BEFORE THE COURT TODAY. IT'S  
6 A SEPARATE LOT THAT'S NOT BEFORE THE COURT.

7 MR. RECKENBEIL: YOUR HONOR, THESE ARE LOTS THAT  
8 WERE ULTIMATELY USED IN THE SALE AND THE FUNDS THAT MY  
9 CLIENT IS GOING TO TESTIFY TO THAT THESE SALES WERE ROLLED  
10 INTO ULTIMATELY WHAT WE HAVE AT THE PRESENT DAY.

11 THE COURT: WELL, THE QUITCLAIM DEED IS NOT TO  
12 EITHER OF THESE PROPERTIES. THE QUITCLAIM DEED WAS FROM  
13 MS. THOMPSON TO YOUR CLIENT?

14 MR. RECKENBEIL: IT WAS FROM -- AND IF I COULD  
15 JUST SHOW HER ---

16 THE COURT: WHO IS THE QUITCLAIM DEED FROM?

17 MR. RECKENBEIL: IT'S FROM CATHY SWICEGOOD TO,  
18 IN FACT, POLLY THOMPSON.

19 THE COURT: ALL RIGHT.

20 MS. CHAMBERLAIN: OBJECTION, YOUR HONOR, IT'S  
21 NOT PART OF THIS PROPERTY.

22 THE COURT: ALL RIGHT. I AGREE. PROCEED, MS.  
23 RECKENBEIL.

24 MR. RECKENBEIL: OKAY.

25 Q. THE \$22,000.00 THAT YOU SAY CAME FROM CATHY SWICEGOOD,

1 WHERE DID THAT MONEY COME FROM?

2 A. FROM THE SALE OF A PREVIOUS PROPERTY WE SHARED.

3 Q. THERE WE GO. OKAY. AND WHICH ONE WAS THAT?

4 A. IT WAS A CAMPGROUND LOT.

5 Q. IT WAS A CABIN?

6 A. I'M SORRY?

7 Q. IT WAS A CABIN?

8 A. A LOG CABIN RV.

9 Q. AND THE MORTGAGE THAT IS BEING PAID ON THAT LAND, IT'S  
10 WELLS FARGO IF I'M NOT MISTAKEN.

11 MS. CHAMBERLAIN: WHICH LAND ARE WE TALKING  
12 ABOUT?

13 THE WITNESS: HE'S GONE BACK TO THE CAMPGROUND  
14 LOT.

15 Q. NO, I'M TALKING ABOUT THE OCONEE COUNTY HOME THAT YOU  
16 HAVE RIGHT NOW.

17 A. NO, YOU'RE TALKING ABOUT THE CAMPGROUND RV, THE LOG  
18 CABIN RV.

19 Q. YOUR SHEFFIELD HOME THAT YOU OWN JOINT TITLE TO WITH  
20 CATHY SWICEGOOD, WELLS FARGO DOESN'T HAVE THE MORTGAGE ON  
21 THAT?

22 A. OH, YOU'VE MOVED TO THAT NOW?

23 Q. YES.

24 A. I'M SORRY.

25 Q. YOU'VE GOT TO BE QUICK. I'M KIND OF MOVING AROUND IN

1 A LOT OF DIFFERENT WAYS. IT'S WELLS FARGO, RIGHT?

2 A. FOR THE LAKE HOME MORTGAGE, YES.

3 Q. THAT WE STAND HERE RIGHT NOW. AND I'M SORRY TO BE SO

4 CONFUSING BECAUSE YOU GUYS OWNED A LOT OF STUFF TOGETHER.

5 I'M SORRY THAT IT'S VERY CONFUSING THAT I KEEP BOUNCING

6 AROUND STUFF. AND IT'S TRUE, THE FACT THAT YOU HAD A JOINT

7 ACCOUNT WITH BB&T, POLLY THOMPSON AND CATHY SWICEGOOD IN

8 FACT WHERE THE MORTGAGE OF WELLS FARGO IS ACTUALLY BEING

9 PAID FROM.

10 A. IT WAS A JOINT -- I ADDED HER NAME FROM JANUARY, 2010

11 THROUGH DECEMBER, 2013 BUT ALL FUNDS FOR THAT ACCOUNT CAME

12 FROM ME.

13 Q. OKAY.

14 A. TECHNICALLY, IN THE STATE OF SOUTH CAROLINA IT'S NOT A

15 JOINT ACCOUNT.

16 Q. SO NOW YOU'RE A LAWYER? OKAY. I THOUGHT YOU DIDN'T

17 KNOW THE LAW. SO IT'S TRUE, THE FACT THAT WHEN AN

18 INDIVIDUAL THAT HAS JOINT ACCOUNTS IN SOUTH CAROLINA, THEY

19 WOULD HAVE LEGAL ABILITY TO WRITE A CHECK, WOULD THEY NOT?

20 A. YES.

21 Q. SO WHEN YOU USE THE WORD STOLEN YOU MEAN THE FACT THAT

22 CATHY SWICEGOOD, WHO HAD AUTHORITY FROM BB&T FROM YOU,

23 WROTE A CHECK TO MR. BENNETT FOR \$3,000.00, IT'S STOLEN

24 FROM YOU?

25 A. DO YOU THINK THAT I WOULD DIRECT HER TO TAKE FUNDS

1 FROM MY ACCOUNT TO INITIATE A LAWSUIT AGAINST MY OWN SELF?

2 Q. THAT'S NOT THE QUESTION. THE QUESTION IS THAT YOU ARE  
3 NOW UNDERSTANDING THE LAW OF SOUTH CAROLINA BECAUSE YOU  
4 HAVE TOLD ME ABOUT HOW BANKING LAWS ARE INSTITUTED IN OUR  
5 STATE AND I'M ASKING YOU IF AN INDIVIDUAL IS NAMED ON AN  
6 ACCOUNT AND THEY WRITE A CHECK FROM THAT ACCOUNT, IS IT  
7 STEALING?

8 A. WE HAD AN AGREEMENT THAT SHE WOULD ONLY WRITE CHECKS  
9 AT MY DIRECTION BECAUSE SHE DID NOT CONTRIBUTE AND IT WAS  
10 MY MONEY AND SHE OVERDREW THAT ACCOUNT BECAUSE SHE HAD NO  
11 IDEA HOW MUCH MONEY WAS IN THAT ACCOUNT, EVER.

12 Q. SO IT'S STEALING?

13 A. YES, IT WAS.

14 Q. ALL RIGHT. YOU HAVE DOCUMENTATION TO DEMONSTRATE YOUR  
15 PAYMENT, EITHER VIA CONTRACT OR WAGES, TO CATHY SWICEGOOD  
16 FOR THE CONSTRUCTION OF THE HOME THAT IS NOW KNOWN AS THE  
17 LAKE HARTWELL HOUSE?

18 A. IT IS MY UNDERSTANDING THAT MS. SWICEGOOD IS NOT A  
19 LICENSED CONTRACTOR. I DID NOT PAY HER TO BE ONE BECAUSE  
20 SHE IS NOT ONE. I DID PAY HER FOR WORK SHE PERFORMED ON  
21 THE LAKE HOUSE.

22 Q. OKAY. DO YOU HAVE ANY CONTRACT TO DEMONSTRATE THAT?

23 A. SHE IS NOT A CONTRACTOR. WE HAD NO CONTRACT.

24 Q. OKAY.

25 A. I DID HAVE A CONTRACT, HOWEVER, WITH THE BUILDER, THE

1 LICENSED BUILDER.

2 Q. ALL RIGHT. SO YOU'RE SAYING THAT ALL THE WORK THAT  
3 SHE PERFORMED SHE WAS COMPENSATED FOR?

4 A. SHE VOLUNTARILY DID IT AND I PAID HER BECAUSE SHE DID  
5 IT. SHE DID NOT ASK ME TO PAY HER BUT I DID PAY HER.

6 Q. SO SHE VOLUNTARILY DID THE WORK?

7 A. YES.

8 Q. DO YOU KNOW HOW MUCH WORK THAT SHE DID VOLUNTARILY?

9 A. NO, I CAN'T GIVE YOU A ---

10 Q. YOU DON'T HAVE ANY IDEA?

11 A. (NO RESPONSE)

12 Q. IF YOU DON'T, YOU DON'T, BUT IT'S UNDERSTOOD THE FACT  
13 THAT IF SHE VOLUNTEERED TO DO THIS WORK, HOW ABOUT YOU  
14 VOLUNTEERED TO GET THE MONEY INTO THE ACCOUNT TO PAY FOR  
15 EVERYTHING? THINK OF IT THAT WAY.

16 THE COURT: PLEASE SPEAK UP JUST A LITTLE BIT,  
17 SIR.

18 Q. DID YOU EVER THINK ABOUT THE FACT THAT YOU VOLUNTARILY  
19 GAVE ---

20 THE COURT: THE PLAINTIFF, SHE'S TESTIFIED THAT  
21 SHE PAID YOUR CLIENT \$6,000.00, ACCORDING TO MY NOTES, ON  
22 THE LAKE HARTWELL PROPERTY CONSTRUCTION OR WHATEVER.

23 MR. RECKENBEIL: RIGHT. BUT SHE'S NOW JUST  
24 SAID, YOUR HONOR, THAT CATHY SWICEGOOD HAS IN FACT  
25 VOLUNTEERED TO DO A LOT OF THE WORK AND THAT SHE DOESN'T

1 KNOW HOW MUCH SHE WORKED FOR. MY QUESTION IS ---

2 THE COURT: SHE SAID SHE DIDN'T KNOW.

3 Q. MY QUESTION THEN IS, MA'AM, DID YOU JUST VOLUNTARILY  
4 AND GRATUITOUSLY PUT ALL THE MONIES INTO THESE ACCOUNTS  
5 OVER THE PERIOD OF 13½ YEARS TO ACQUIRE ALL THESE INTERESTS  
6 IN PROPERTIES TOGETHER WITH CATHY. DID YOU JUST  
7 VOLUNTARILY DO IT GRATUITOUSLY?

8 A. I DON'T REALLY UNDERSTAND YOUR QUESTION.

9 Q. YOU SAY CATHY JUST VOLUNTEERED TO DO THE WORK BUT YOU  
10 DON'T KNOW HOW MUCH SHE DID WORK FOR. I'M ASKING DID YOU  
11 JUST VOLUNTARILY PUT MONEY INTO THESE ACCOUNTS IN ORDER TO  
12 BUY THE TWO PIECES OF PROPERTY THAT WE ARE HERE ABOUT IN  
13 THIS LAWSUIT?

14 A. I'M STILL NOT FOLLOWING THE QUESTION.

15 Q. DID CATHY SWICEGOOD VOLUNTARILY HANDLE THE ---

16 A. HER WORK AND MY BANK ACCOUNT DON'T HAVE ANYTHING TO DO  
17 WITH ---

18 Q. YOU'RE PAYING MONEY THAT'S GOING IN YOUR ACCOUNT BASED  
19 UPON SOMEBODY VOLUNTARILY DOING WORK FOR YOU, SUFFRAGE. SO  
20 DID YOU VOLUNTARILY THEN PUT THE MONEY OVER THE COURSE OF  
21 13½ YEARS INTO YOUR ACCOUNT THAT PAID FOR THESE PIECES OF  
22 PROPERTY? YOU'RE SAYING THAT CATHY VOLUNTARILY WORKED AND  
23 YOU DIDN'T HAVE TO PAY HER FOR HER WORK?

24 MS. CHAMBERLAIN: YOUR HONOR, THIS IS TRULY  
25 ARGUMENTATIVE. IT'S NOT A QUESTION.

1 THE COURT: ALL RIGHT, MR. RECKENBEIL, I  
2 UNDERSTAND THIS IS CROSS EXAMINATION BUT IT SEEMS LIKE YOU  
3 ARE BOGGING DOWN A LITTLE BIT. NOW IF YOU HAVE OTHER  
4 QUESTIONS, LET'S PROCEED.

5 Q. MOVING TO THE HILTON HEAD HOME. HOW MANY ---

6 A. I'M SORRY. MOVING TO?

7 Q. THE HILTON HEAD HOME. HOW MANY HOUSES IN HILTON HEAD  
8 OVER THE COURSE OF THE LAST 13½ YEARS HAVE YOU OCCUPIED AS  
9 OWNER?

10 MS. CHAMBERLAIN: OBJECTION. THAT'S COMPLETELY  
11 IRRELEVANT. THE JUDGE HAS ALREADY RULED.

12 MR. RECKENBEIL: YOUR HONOR, WE ARE TALKING  
13 ABOUT FUNDS THAT MY CLIENT IS GOING TO TESTIFY THAT SHE HAS  
14 PROVIDED TO INCREASE THE AMOUNT OF EQUITY AND THAT HAS  
15 ROLLED OVER TO REFUTE THE FACT THAT EVERY SINGLE PENNY CAME  
16 FROM AN INHERITANCE. IT DIDN'T COME FROM AN INHERITANCE  
17 AND I THINK THAT I'VE GOT THE ABILITY TO ASK A WITNESS AS  
18 TO -- FOR IMPEACHMENT PURPOSES -- AS TO WHETHER OR NOT THE  
19 MONIES THAT SHE'S SAYING THAT WAS PAYING FOR THESE SAID  
20 PROPERTIES IN FACT CAME FROM AN INHERITANCE AND NOT FROM  
21 TRANSACTIONS OVER A PERIOD OF TIME. SO I WOULD HOPE THE  
22 COURT WOULD OVERRULE THE OBJECTION.

23 THE COURT: NOW RESTATE YOUR QUESTION. YOU'RE  
24 ASKING -- WELL, I'M NOT GOING TO TRY TO REPEAT WHAT YOU  
25 ASKED HER BECAUSE I'M NOT SURE, BUT ---

1 MR. RECKENBEIL: I'M ASKING MS. THOMPSON HOW  
2 MANY PIECES OF PROPERTY THAT SHE HAS OWNED IN HILTON HEAD.

3 MS. CHAMBERLAIN: OBJECTION.

4 THE COURT: ALL RIGHT. I'LL LET HER ANSWER THAT  
5 QUESTION.

6 A. I OWNED ONE VILLA PRIOR TO THE PURCHASE OF THE ONE I  
7 PURCHASED IN JULY OF 2013 OR JUNE OF 2013.

8 Q. OKAY. WAS THAT 45 FOLLY?

9 A. YES.

10 Q. AND WHEN DID YOU FIRST OWN THAT?

11 A. I BOUGHT IT WITH MY KRISPY KREME DONUT STOCK IN JUNE  
12 OR ON MY BIRTHDAY IN 2003.

13 Q. OKAY. WHEN DID YOU IN FACT SELL THAT PIECE OF  
14 PROPERTY?

15 A. IN DECEMBER OF 2013.

16 Q. ALL RIGHT. THE SALE WENT THROUGH IN DECEMBER OF 2013?

17 MS. CHAMBERLAIN: OBJECTION. YOUR HONOR, THIS  
18 IS ALL TESTIMONY ABOUT PROPERTY THAT IS NOT SUBJECT TO THIS  
19 PARTITION.

20 THE COURT: WELL, LET'S SEE IF HE CAN ESTABLISH  
21 THE CONNECTION UP HERE. WHEN YOU PURCHASED THAT VILLA IN  
22 WHAT, 2003?

23 THE WITNESS: YES, SIR.

24 THE COURT: WAS IT IN YOUR NAME ---

25 THE WITNESS: YES, SIR.

1 THE COURT: --- OR WAS IT IN BOTH NAMES?

2 THE WITNESS: NO, SIR. JUST MY NAME ONLY.

3 THE COURT: ALL RIGHT. THAT'S HER PROPERTY.

4 Q. WAS ANY FUNDS USED FROM THAT SALE TO ANY OTHER  
5 PURCHASE?

6 A. NO.

7 Q. SO THE \$85,000.00 THAT YOU'RE SAYING THAT YOU  
8 PURCHASED IN JUNE OF 2013 YOU SAY CAME FROM FUNDS THAT WERE  
9 INHERITED FROM YOUR MOTHER AND YOUR PARENTS?

10 A. YES.

11 Q. WHAT CHECKING ACCOUNT DID YOU WRITE THAT CHECK FROM?

12 A. I HAVE PROOF IN THERE THAT THERE WAS AN ELECTRONIC  
13 WIRE FROM ANOTHER CHECKING ACCOUNT THAT NEVER HAD MS.  
14 SWICEGOOD'S NAME ON IT.

15 Q. OKAY. YOU SAY THAT THERE WAS ADDITIONAL FUNDS THAT  
16 WERE USED IN THAT DOWN PAYMENT, IF I'M NOT MISTAKEN. YOU  
17 SAID IT WAS ABOUT \$102,000.00. IN JUNE OF 2013 YOU  
18 TESTIFIED PREVIOUSLY THAT THERE WAS ABOUT A HUNDRED AND  
19 SOME-ODD THOUSAND DOWN PAYMENT ---

20 A. YES.

21 Q. --- THAT YOU PUT ON THAT NOTE, RIGHT?

22 A. YES.

23 Q. SO \$85,000.00 WAS THE WIRE TRANSFER THAT CAME FROM AN  
24 ACCOUNT THAT YOU CLAIM IS JUST YOURS BECAUSE IT'S  
25 INHERITED. WHERE DID THE OTHER MONEY COME FROM?

1 A. WELL, MY MOTHER'S INHERITANCE WAS DEPOSITED IN THE  
2 CHECKING ACCOUNT THAT HAD HER NAME ON IT.

3 Q. RIGHT. SO LET'S BACK UP THEN. SO THE \$85,000.00  
4 CHECK CAME FROM AN ACCOUNT THAT WAS JOINTLY OWNED BY YOU  
5 AND CATHY SWICEGOOD?

6 A. NO. THAT CHECK CAME FROM MY GRANDSOUTH ACCOUNT.

7 Q. NOW GOING FORWARD WHERE DID THE OTHER PORTION COME  
8 FROM?

9 A. I BELIEVE THEY WERE FROM MY BB&T CHECKING ACCOUNT.

10 Q. BB&T CHECKING ACCOUNT, THE ONE THAT HAS THE LAST FOUR  
11 DIGITS 2-5-0-1?

12 A. YES.

13 Q. AND IN FACT MS. SWICEGOOD IS NAMED AS JOINT HOLDER OF  
14 THAT ACCOUNT WITH YOU?

15 A. IT WAS BETWEEN 2010 AND 2013.

16 Q. OKAY. SO THOSE FUNDS THAT WOULD BE SOMEWHERE IN THE  
17 BALLPARK OF \$15,000.00 TO \$20,000.00, YOU'RE SAYING THAT  
18 EVERY SINGLE PENNY CAME FROM YOU, OUT OF THAT JOINT  
19 ACCOUNT?

20 A. ABSOLUTELY.

21 Q. WHO IS THE MORTGAGE HOLDER ON THAT LAND IN HILTON  
22 HEAD?

23 A. WELLS FARGO.

24 Q. THE ORIGINAL TESTIMONY THAT I THINK THAT YOU SAID THAT  
25 YOU HAD -- YOU'VE GOT A VERY STRESSFUL JOB, WHICH I

1 UNDERSTAND COMPLETELY, AND THAT YOU WANTED HILTON HEAD FOR  
2 A PLACE TO HAVE A BEACH AND FOR THE OCEAN, TRUE?

3 A. YES.

4 Q. HAVE YOU EVER WITNESSED CATHY SWICEGOOD DO ANY  
5 REFURBISHING TO THE VILLA THAT YOU HAVE NOW DOWN IN HILTON  
6 HEAD?

7 A. YES.

8 Q. ALL RIGHT. AND IF I WERE TO SHOW YOU PICTURES BEFORE  
9 AND AFTER, COULD YOU TESTIFY EXACTLY WHAT SHE DID?

10 A. ALONG WITH MYSELF AND TWO OTHER MEN WE DID ALL THE  
11 UPDATING THE ONE WEEK THAT WE DID THE UPDATING.

12 Q. NOW I'M GOING TO GIVE YOU A CHANCE TO CLARIFY THAT.  
13 YOU'RE TALKING ABOUT THE WEEK THAT YOU UPDATED, ARE YOU  
14 TALKING ABOUT UPDATING A PEN TO A CHECK AS YOUR PORTION OF  
15 THE UPDATING OR DID YOU ACTUALLY PHYSICALLY DO WORK?

16 A. I ACTUALLY PHYSICALLY DID WORK, BELIEVE IT OR NOT.

17 Q. WHAT SORT OF WORK DID YOU DO?

18 A. I SCRAPED WALLPAPER OFF THE WALLS, I PAINTED, I HELPED  
19 CUT BOARDS, I HELPED WITH WHATEVER THERE WAS TO DO.

20 Q. ALL RIGHT. AND OTHER PORTIONS OF THE WORK WERE  
21 PERFORMED BY WHOM?

22 A. RONALD PITTS, JOSHUA MARTINEZ AND CATHY SWICEGOOD.

23 Q. AND HOW MUCH DID YOU PAY THESE INDIVIDUALS FOR ALL THE  
24 REFURBISHING?

25 A. I DON'T HAVE A NUMBER IN MY HEAD BUT I PAID THEM.

1 Q. HOW DID YOU PAY THEM?

2 A. I PAID THE TWO GENTLEMEN CASH AND I PAID MS. SWICEGOOD  
3 WITH A 2009 BUICK AND CHECKS.

4 Q. WAIT A SECOND. WHAT? WITH A CAR? YOU PAID HER WITH  
5 A CAR?

6 A. SHE HAD GIVEN ME SOME MONEY AND SO I TOLD HER I WOULD  
7 GIVE HER THE CAR TO PAY FOR HER WORK AT THE VILLA.

8 Q. WAIT A SECOND. SO THE \$9,500.00 CHECK THAT CATHY  
9 SWICEGOOD WROTE FOR THAT BUICK TO YOU, YOU'RE SAYING THAT  
10 SHE DIDN'T PAY FOR IT?

11 A. I'M SORRY?

12 Q. THE CHECK FOR \$9,500.00 THAT WAS MADE PAYABLE TO YOU  
13 THAT WAS FOR THE BUICK, YOU'RE SAYING THAT SHE DIDN'T PAY  
14 YOU THAT MONEY?

15 A. THAT SHE DIDN'T PAY ME THAT MONEY?

16 Q. RIGHT.

17 A. THE BUICK WAS WORTH AT LEAST \$18,000.00.

18 Q. SO YOUR UNDERSTANDING IS THAT THE BUICK WAS WORTH  
19 \$18,000.00?

20 A. YES.

21 Q. DID YOU DISPUTE WHETHER OR NOT THAT YOU WERE GIVEN A  
22 CHECK FROM CATHY FOR \$9,500.00?

23 A. YES. SHE DID GIVE ME A CHECK FOR THAT.

24 Q. DID YOU KNOW WHAT THAT WAS FOR?

25 A. YES.

1 Q. OKAY. AND WHAT WAS IT FOR?

2 A. THE BUICK. THEN I TOLD HER SHE COULD HAVE THE REST OF  
3 THE BUICK FOR HER WORK AT THE ISLAND CLUB.

4 Q. AND THE ISLAND CLUB IS THE HILTON HEAD HOUSE THAT  
5 WE'RE TALKING ABOUT RIGHT NOW?

6 A. YES.

7 Q. WHEN IS THE LAST TIME THAT YOU CALLED YOUR PROPERTY  
8 MANAGEMENT TO DETERMINE WHETHER OR NOT THE VILLA IS RENTED  
9 OUT IN APRIL?

10 A. I CAN GO ONLINE AND CHECK AT ANY TIME.

11 Q. OKAY. WHEN IS THE LAST TIME YOU'VE DONE IT?

12 A. PROBABLY OVER A WEEK AGO.

13 Q. OKAY. SO THEN YOU WOULDN'T KNOW WHETHER OR NOT, IF  
14 YOU WERE TO CHECK RIGHT NOW, THAT CATHY SWICEGOOD ACTUALLY  
15 CANCELLED THAT RESERVATION? YOU WOULDN'T KNOW THAT?

16 A. NO, I WOULDN'T.

17 Q. OKAY. BUT YOU CAN CHECK IT ONLINE?

18 A. YES.

19 Q. WERE YOU GIVEN ANY SORT OF INVOICES OVER THE PERIOD OF  
20 TIME FOR EITHER THE OCONEE HOME OR THE HILTON HEAD HOME AS  
21 TO WORK PERFORMED BY CATHY SWICEGOOD?

22 A. NO, I NEVER WAS. IF I HAD I WOULD HAVE USED IT ON MY  
23 TAXES.

24 Q. WELL, NOW THAT'S INTERESTING THAT YOU MENTIONED THAT  
25 AND I WANT TO TALK ABOUT TAXES. BEING THE FACT THAT YOU

1 MENTIONED IT, COULD YOU HAVE NOT CREATED A CORPORATION TO  
2 HOLD A PIECE OF PROPERTY ---

3 MS. CHAMBERLAIN: OBJECTION, YOUR HONOR. THIS  
4 IS ASKING FOR SPECULATION.

5 MR. RECKENBEIL: YOUR HONOR, SHE HAS ---

6 MS. CHAMBERLAIN: SHE COULD HAVE DONE A LOT OF  
7 THINGS.

8 MR. RECKENBEIL: YOUR HONOR, SHE HAS MENTIONED  
9 THE FACT THAT THERE WERE SPECIFIC TAX BENEFITS THAT SHE  
10 SOUGHT. SHE WAS ALSO, I THINK THE EVIDENCE DEMONSTRATES,  
11 THAT THERE ARE SIGNIFICANT LEGAL MANEUVERS THAT COULD BE  
12 MADE THAT THIS PETITIONER COULD HAVE TAKEN ADVANTAGE OF AND  
13 I THINK IT'S INCREDIBLY IMPORTANT TO UNDERSTAND THE EXTREME  
14 EDUCATION AND KNOWLEDGE THAT THIS PETITIONER HAS AND THAT  
15 THERE -- IT DRAWS TREMENDOUS CREDIBILITY QUESTIONS AS TO  
16 WHETHER OR NOT ---

17 THE COURT: NO, NO. I'M NOT GETTING INTO THE  
18 EDUCATION AND BACKGROUND AND WHAT NOT. I HAVE NO REASON AT  
19 THIS TIME TO SUSPECT THAT YOUR CLIENT IS NOT AS QUALIFIED  
20 OR AS SOPHISTICATED AS THIS PARTY SO I'M NOT GOING TO GET  
21 INTO THAT.

22 Q. MS. THOMPSON, YOU COULD HAVE HAD A LOT OF OTHER TAX  
23 BREAKS IF YOU TITLED THIS PROPERTY IN OCONEE ---

24 THE COURT: NO, NOW THAT'S IF, BUT SHE DIDN'T DO  
25 THAT.

1 MR. RECKENBEIL: THAT'S RIGHT. SHE DID IT AS  
2 JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP BECAUSE THEY  
3 THOUGHT THEY WERE MARRIED.

4 THE COURT: THAT'S RIGHT. THAT'S WHAT SHE DID.

5 MR. RECKENBEIL: IF I COULD HAVE A MOMENT, YOUR  
6 HONOR?

7 THE COURT: YES, SIR.

8 (MR. RECKENBEIL CONSULTS WITH HIS CLIENT)

9 MR. RECKENBEIL: THAT'S ALL THE QUESTIONS THAT  
10 WE HAVE.

11 THE COURT: ALL RIGHT, SIR. THANK YOU.

12 MS. CHAMBERLAIN: BRIEFLY ON REDIRECT, YOUR  
13 HONOR? VERY BRIEFLY.

14 THE COURT: I'VE HEARD THAT BEFORE. MAKE IT  
15 BRIEF BECAUSE WE'VE BEEN OVER THIS GROUND SEVERAL TIMES BUT  
16 IF YOU HAVE SOMETHING NEW, GO AHEAD.

17 MS. CHAMBERLAIN: THANK YOU, SIR.

18 REDIRECT EXAMINATION

19 BY MS. CHAMBERLAIN:

20 Q. MS. THOMPSON, THE BOOKING SUMMARY THAT IS INCLUDED AS  
21 PART OF PLAINTIFF'S EXHIBIT 1, THAT WAS PRINTED OUT ON  
22 MARCH 7, 2015, IS THAT CORRECT?

23 A. YES. IT CAME DIRECTLY FROM MY PROPERTY SERVICE.

24 THE COURT: ALL RIGHT, YOU'VE ALREADY BEEN OVER  
25 THAT.

1 MS. CHAMBERLAIN: NOT THE DATE, YOUR HONOR.  
2 THAT'S WHY I JUST WANTED TO CLARIFY IT SINCE HE BROUGHT  
3 THAT UP.

4 THE COURT: WELL, THAT'S WHAT SHE SAID. SHE  
5 HASN'T CHECKED IT LATELY OR SINCE A MONTH OR SO AGO.

6 MS. CHAMBERLAIN: ACTUALLY, THIS WAS ON THE 7<sup>TH</sup>  
7 OF THIS MONTH, YOUR HONOR.

8 THE COURT: OKAY. BUT MR. RECKENBEIL ---

9 MS. CHAMBERLAIN: THAT'S ALL THE QUESTIONS WE  
10 HAVE, YOUR HONOR.

11 THE COURT: --- WAS SAYING THAT THAT APRIL  
12 RESERVATION MADE BY HIS CLIENT HAD BEEN CANCELLED. SHE  
13 SAID SHE DIDN'T KNOW THAT.

14 MS. CHAMBERLAIN: THANK YOU, JUDGE. ACTUALLY,  
15 THERE IS ONE MORE QUESTION.

16 THE COURT: OKAY.

17 Q. THE PERMISSION TO HAVE CATHY THOMPSON (SIC) STAY AT  
18 THE LAKE HARTWELL PROPERTY WAS NEVER PERMISSION FOR HER TO  
19 HAVE EXCLUSIVE USE OF THE PROPERTY, WAS IT?

20 A. NO.

21 Q. THANK YOU. THAT'S ALL I HAVE.

22 THE COURT: ALL RIGHT. WE'RE GOING TO TAKE A  
23 SHORT BREAK. THANK YOU, MA'AM. YOU CAN STEP DOWN AND  
24 WATCH YOUR STEP, PLEASE. WE'RE GOING TO TAKE ABOUT A 10  
25 MINUTE BREAK AND I WANT TO SEE THE ATTORNEYS ONE MORE TIME

1 TO REVIEW THE PLEADINGS HERE.

2 (IN RECESS AT 11:40 AM)

3 (AFTER RECESS AT 11:55 AM)

4 THE COURT: MS. CHAMBERLAIN, DO YOU HAVE  
5 ANYTHING ELSE ON BEHALF OF THE PLAINTIFF AT THIS TIME?

6 MS. CHAMBERLAIN: NO, YOUR HONOR, THAT'S THE  
7 PLAINTIFF'S CASE.

8 THE COURT: THANK YOU. MR. RECKENBEIL?

9 MR. RECKENBEIL: YOUR HONOR, RESPECTFULLY FOR  
10 THE RECORD WE RENEW OUR MOTION, TO PRESERVE THE RECORD,  
11 THAT WE PREVIOUSLY STATED BUT WE WOULD OBVIOUSLY PROCEED  
12 FORWARD WITH THE RESPONDENT'S CASE.

13 THE COURT: ALL RIGHT.

14 MR. RECKENBEIL: WE WOULD CALL STEPHANIE  
15 CAMPUTARO.

16 STEPHANIE CAMPUTARO, RESPONDENT'S WITNESS, SWORN:

17 DIRECT EXAMINATION

18 BY MR. RECKENBEIL:

19 Q. IF YOU WOULD, PLEASE STATE YOUR FULL NAME FOR THE  
20 RECORD AND SPELL IT FOR MADAM COURT REPORTER.

21 A. STEPHANIE CAMPUTARO, THAT'S C-A-M-P-U-T-A-R-O.

22 Q. ALL RIGHT. STEPHANIE, WHERE DO YOU RESIDE?

23 A. HILTON HEAD ISLAND, SOUTH CAROLINA.

24 Q. WHO DO YOU RESIDE THERE WITH?

25 A. MY HUSBAND RICHARD.

1 Q. HOW LONG HAVE YOU BEEN MARRIED?

2 A. TOGETHER 13 YEARS, MARRIED FOR SEVEN, EIGHT.

3 Q. WHAT KIND OF WORK DO YOU DO AND WHAT KIND OF WORK DOES  
4 YOUR HUSBAND DO?

5 A. MY HUSBAND OWNS THE PROPERTY MANAGEMENT COMPANY AND,  
6 YOU KNOW, I HELP HIM WITH THAT. WE ALSO OWN A MARINADE  
7 BARBEQUE SAUCE COMPANY, GOURMET WAREHOUSE, AND I DEFINITELY  
8 HELP HIM WITH THAT.

9 Q. UNDERSTOOD. HOW LONG HAVE YOU KNOWN MS. SWICEGOOD?

10 A. 30 YEARS.

11 Q. AND HOW LONG HAVE YOU KNOWN MS. THOMPSON?

12 A. I MET POLLY ORIGINALLY IN, LIKE AROUND 1988, '87-88,  
13 AND THEN OBVIOUSLY BECAME VERY GOOD FRIENDS WITH HER, YOU  
14 KNOW, CONSIDERED HER A GOOD FRIEND ONCE SHE AND CATHY, YOU  
15 KNOW, WERE TOGETHER.

16 Q. AND WOULD YOU BE ABLE TO GIVE TESTIMONY TO THIS COURT,  
17 OR ANY OTHER COURT FOR THAT MATTER, AS TO YOUR PERSONAL  
18 OBSERVATION, AS WELL AS INFORMATION YOU HAVE ACQUIRED,  
19 THROUGH EITHER CATHY OR POLLY TELLING YOU OVER THE ENTIRE  
20 COURSE OF YOUR RELATIONSHIP?

21 A. OH, ABSOLUTELY.

22 MR. RECKENBEIL: YOUR HONOR, RESPECTFULLY JUST  
23 FOR THE PRESERVATION OF THE RECORD, OF COURSE, I DON'T WANT  
24 TO BELABOR THE POINT AND I DON'T WANT TO TAKE UP ANY MORE  
25 OF THIS COURT'S TIME THAN NEED BE, THAT IF IN FACT MRS.

1 CAMPUTARO DID TESTIFY IT WOULD BE ELABORATE TESTIMONY OF  
2 THE RELATIONSHIP, AS WELL AS ALL THE OTHER PROPERTIES THAT  
3 WERE OWNED OR OCCUPIED BY MS. SWICEGOOD AND MS. THOMPSON,  
4 BUT WE WOULD NOT GO DOWN THAT ROAD IN ACCORDANCE WITH THE  
5 COURT'S RULING.

6 THE COURT: THANK YOU.

7 Q. ALL RIGHT. I WANT TO MOVE THEN, STEPHANIE, IF WE  
8 COULD, TO THE TIME FRAME LEADING UP TO JUNE OF 2013 IN  
9 HILTON HEAD. YOU KNEW CATHY AND POLLY DURING THE TIME  
10 FRAME THAT THEY OWNED ANOTHER HOME AT 45 VILLA ROAD OR 45  
11 FOLLY ROAD?

12 A. FOLLY FIELD ROAD.

13 Q. THANK YOU.

14 A. YES, SIR.

15 Q. AND THE TIME FRAME IN WHICH THERE WAS A PURCHASE OF  
16 THE NEW HOME AT HILTON HEAD IN JUNE OF 2013, DID YOU HAVE  
17 ANY SORT OF CONVERSATION WITH EITHER ONE IN REGARDS TO THE  
18 PURCHASE OF THE HOME THAT'S NOW HERE IN QUESTION, THAT YOU  
19 CAN SPECIFICALLY RECALL?

20 A. WELL, YES. I MEAN THERE WERE MANY CONVERSATIONS ABOUT  
21 THEIR PROPERTIES, THEIR LIFE AS A WHOLE AND ALL THAT THEY  
22 BOTH HAD ACHIEVED TOGETHER. LIKE ANY OTHER MARRIED COUPLE  
23 THEY BOTH CONTRIBUTED DIFFERENT THINGS.

24 MS. CHAMBERLAIN: OBJECTION, YOUR HONOR.

25 OBJECTION, YOUR HONOR.

1 THE COURT: OVERRULED.

2 Q. GO AHEAD.

3 A. SO IN OTHER WORDS, THEY BOTH HAD THEIR -- I MEAN, I  
4 ENVIED THEM BECAUSE THEY BOTH HAD THEIR QUALITIES THAT THEY  
5 BROUGHT TO THEIR RELATIONSHIP THAT ENABLED THEM TO ACHIEVE,  
6 YOU KNOW, OF COURSE ALL OF THE PROPERTIES AND THE EQUITIES  
7 AND KEPT UPGRADING FROM THERE BUT THEY BOTH, YOU KNOW,  
8 WORKED VERY HARD. POLLY WORKS VERY HARD AS DOES CATHY.  
9 THAT I WITNESSED FROM BOTH OF THEM OVER THE YEARS. THEY  
10 BOTH CONTRIBUTED TO THE OVERALL LIFE THAT THEY HAD WHICH  
11 INCLUDED THESE PROPERTIES.

12 Q. DID YOUR HUSBAND'S RENTAL OR PROPERTY MANAGEMENT  
13 COMPANY AT ANY TIME MANAGE OR RENT ANY OF THE HILTON HEAD  
14 PROPERTIES THAT THEY HAD?

15 A. YES. HE MANAGED THE ORIGINAL PROPERTY ON 45 FOLLY  
16 FIELD ROAD. WHEN THEY BOUGHT 85, I THINK IT'S 85 FOLLY  
17 FIELD ROAD, HE OBVIOUSLY OFFERED TO HELP AND ASSIST THEM IN  
18 ANY WAY, YOU KNOW, THAT WE POSSIBLY COULD. I MEAN, WE LOVE  
19 THEM BOTH. YOU KNOW, WE WERE THERE TO HELP THEM WITH  
20 WHATEVER THEY NEEDED AS FRIENDS, AS WELL AS PROFESSIONALLY.  
21 HOWEVER, YOU KNOW, AT THE TIME, YOU KNOW, HE, WHEN THEY  
22 PURCHASED 85, RICHARD WAS ALREADY TAKING CARE OF KIND OF  
23 JUST SINGULAR HOMES AS OPPOSED TO CONDOMINIUMS SO THEY  
24 ULTIMATELY CHOSE TO GO WITH ANOTHER ONE OF OUR FRIEND'S  
25 MANAGEMENT COMPANIES AND I BELIEVE THAT IS WHO THE PROPERTY

1 IS WITH NOW.

2 Q. ALL RIGHT. DID YOU EVER WITNESS CATHY PARTAKING IN  
3 THE RENTAL OF THE UNIT? IN OTHER WORDS, RENTAL BY OWNER.

4 A. OH, ABSOLUTELY.

5 Q. OKAY. CAN YOU EXPLAIN ANYTHING ABOUT THAT THAT YOU  
6 REMEMBER?

7 A. WELL, THE ORIGINAL PROPERTY THEY HAD ON VRBO WHICH IS  
8 RENTAL BY OWNER AND, YOU KNOW, THEY BOTH DID. I WOULD GET  
9 INFORMATION FROM CATHY, HEY, A RENTER IS COMING IN AND  
10 SOMETIMES I WOULD RECEIVE IT FROM POLLY AND WE WOULD, YOU  
11 KNOW, MAKE SURE THE UNIT WAS TURNED OVER FOR THEM, CLEAN,  
12 YOU KNOW, EVERYTHING THAT GOES ALONG WITH MANAGING THE  
13 PROPERTY.

14 Q. OKAY. DID YOU OBSERVE THE REFURBISHINGS THAT WERE  
15 BEING DONE AT 85 FOLLY FIELD IN JUNE OF 2013? DID YOU SEE  
16 WHAT CATHY WAS DOING?

17 A. YES, SIR.

18 Q. CAN YOU JUST GIVE AN OVERVIEW AS TO WHAT YOU REMEMBER  
19 OF THE REFURBISHING OF THIS SAID PROPERTY THAT WAS TAKING  
20 PLACE?

21 A. WELL, I DEFINITELY REMEMBER THE FLOORING BECAUSE I  
22 LOVED IT AND I WENT HOME AND WANTED RICHARD TO BUY THAT  
23 FLOOR.

24 MS. CHAMBERLAIN: EXCUSE ME. I COULD NOT  
25 UNDERSTAND. WHICH PROPERTY ARE WE TALKING ABOUT?

1 MR. RECKENBEIL: HILTON HEAD.

2 MS. CHAMBERLAIN: THE CURRENT ---

3 THE COURT: THE 2013 CONDO, IS THAT CORRECT?

4 MR. RECKENBEIL: YES, SIR.

5 MS. CHAMBERLAIN: THANK YOU, YOUR HONOR.

6 Q. GO AHEAD.

7 A. WE'RE SPEAKING OF 85 SO YES, I REMEMBER THE FLOORING  
8 BECAUSE AGAIN I WANTED THAT FOR MY OWN HOME AFER I SAW WHAT  
9 CATHY HAD PUT IN. BUT CATHY, AS ANYBODY WOULD TELL YOU,  
10 SHE WAS THE DESIGNER FROM A TO Z. THE DESIGNER, THE  
11 VISIONARY, THE WORKER, YOU KNOW, ON HER HANDS AND KNEES  
12 DOING EVERY ASPECT OF ALL OF THE RENOVATIONS FOR ALL OF THE  
13 PROPERTIES.

14 Q. TO INCLUDE THE PRESENT DAY ONE THAT WAS PURCHASED?

15 A. TO INCLUDE THE PRESENT DAY ONE. I THINK YOU WOULD BE  
16 HARD PRESSED TO FIND ANYBODY THAT WOULD ARGUE THAT. THAT'S  
17 COMMON KNOWLEDGE.

18 Q. AND THE FLOORING THAT WAS SO APPEALING TO YOU, DO YOU  
19 REMEMBER MS. THOMPSON AT ANY TIME PARTAKING IN THE  
20 INSTALLATION OF THE FLOORING?

21 A. I DID NOT SEE HER TAKING -- I DID NOT SEE HER PUTTING  
22 THE FLOOR IN, NO.

23 Q. WHEN CATHY WOULD BE DOWN AT HILTON HEAD AND WHEN POLLY  
24 WOULD BE DOWN AT HILTON HEAD FOR THAT MATTER, DID YOU HAVE  
25 A GENERAL CONCEPTION AS TO THE ROLE THAT EACH WAS BEING

1 PLAYED DURING THE TIME FRAME OF THESE REFURBISHINGS AND  
2 WHEN THINGS WERE GOING ON?

3 A. YES. CATHY WAS THE WORKER DOING THE MAJORITY OF THE  
4 WORK. AGAIN, THE VISIONARY, THE ---

5 MS. CHAMBERLAIN: OBJECTION. UNLESS SHE'S  
6 TESTIFYING FROM WHAT SHE KNOWS FROM PERSONAL OBSERVATION,  
7 SHE CANNOT ANSWER THOSE QUESTIONS.

8 MR. RECKENBEIL: YOUR HONOR, THAT'S THE DIRECT  
9 QUESTION THAT I ASKED HER. THAT THE OBSERVATIONS THAT SHE  
10 OBSERVED OF THE ROLES THAT THE PARTIES PARTOOK IN.

11 THE COURT: YOU ACTUALLY SAW THE WORK BEING DONE  
12 BY ---

13 THE WITNESS: YES, SIR.

14 THE COURT: --- EITHER MS. THOMPSON OR MS.  
15 SWICEGOOD?

16 THE WITNESS: YES, SIR, WITH MY VERY OWN  
17 EYEBALLS.

18 THE COURT: ALL RIGHT, PROCEED.

19 Q. SO CONTINUING WITH THE QUESTION THAT I ASKED, IT'S  
20 YOUR PERSONAL OBSERVATION THAT YOU NOTICED THE ROLES THAT  
21 WERE BEING PLAYED AND YOU WERE TALKING ABOUT THAT CATHY  
22 SWICEGOOD WAS THE WORKER AND WAS ON HER HANDS AND KNEES  
23 DOING THE WORK.

24 A. ABSOLUTELY.

25 Q. CONTINUE THAT, IF YOU WOULD.

1 A. YOU KNOW, POLLY SOMETIMES WOULD BE ON HER COMPUTER OR  
2 RUNNING ERRANDS OR, YOU KNOW, I HAVE SEEN HER PAINT OR, YOU  
3 KNOW, SPRAY PAINT AN AIR CONDITIONING VENT OR THINGS, YOU  
4 KNOW, USUALLY MINOR THINGS THAT SHE WOULD DO BECAUSE  
5 SOMETIMES HER -- WHEN I WOULD BE AROUND SHE WOULD BE ON HER  
6 COMPUTER WITH HER JOB BECAUSE SHE HAD A VERY IMPORTANT JOB  
7 TO DO THAT SHE NEEDED TO CHECK IN WITH. BUT AS FAR AS THE  
8 HANDS ON CONSTRUCTION, AGAIN FROM A TO Z, THE VISION,  
9 BUYING OF THE MATERIALS TO DO THOSE JOBS, THAT WAS A  
10 HUNDRED PERCENT CATHY.

11 Q. OKAY.

12 MR. RECKENBEIL: YOUR HONOR, IF I COULD APPROACH  
13 THE WITNESS?

14 THE COURT: YES, SIR.

15 (APPROACHES WITNESS)

16 Q. STEPHANIE, IF YOU WOULD JUST IDENTIFY THIS IF YOU  
17 COULD, IF YOU KNOW WHETHER OR NOT THAT IS THE -- FOR WHAT  
18 WE ARE CALLING THE 2013 PURCHASE AT HILTON HEAD.

19 A. OKAY, I SEE IT. IT'S LOOKING INTO THE MIRROR. YES,  
20 THIS IS 85 FOLLY FIELD ROAD.

21 Q. AND THAT'S THE WAY THAT YOU REMEMBER IT WHEN IT WAS  
22 PURCHASED BEFORE THE REFURBISHING OR WAS THAT AFTER THE  
23 WORK THAT CATHY PUT IN?

24 A. THAT LOOKS LIKE IT'S AFTER THE WORK THAT CATHY PUT IN  
25 BECAUSE THAT LOOKS LIKE THE FLOOR THAT I LIKED SO MUCH.

1 Q. THAT'S WHAT I WAS GOING TO ASK YOU. THAT WAS THE  
2 RELEVANCE OF THIS QUESTION AND THIS PHOTOGRAPH, IS THAT IN  
3 FACT THE FLOORING THAT YOU ADMIRE SO MUCH?

4 A. YES, SIR.

5 MR. RECKENBEIL: YOUR HONOR, IF WE COULD HAVE  
6 THIS MARKED.

7 THE COURT: ANY OBJECTION TO THAT PHOTOGRAPH?

8 MS. CHAMBERLAIN: NO OBJECTION, YOUR HONOR.

9 THE COURT: ALL RIGHT. IT'S ADMITTED.

10 MR. RECKENBEIL: THANK YOU.

11 (DEFENDANT'S EXHIBIT 4 IN EVIDENCE)

12 Q. WHO IS THE ONE TAKING THE PICTURE, IF YOU KNOW?

13 A. IT LOOKS LIKE CATHY BECAUSE THAT LOOKS LIKE HER SHIRT,  
14 HER WORK SHIRT AND SHORTS THAT SHE WORKS IN.

15 Q. OKAY. DO YOU KNOW HOW MANY PROPERTIES THAT YOUR  
16 HUSBAND AND YOU MANAGE IN THE PROPERTY MANAGEMENT BUSINESS?

17 A. CURRENTLY OR --

18 Q. YES, CURRENTLY.

19 A. CURRENTLY HE HAS 10 MONSTER HOMES BUT AT ONE POINT IN  
20 TIME HE HAD PROBABLY 40 PROPERTIES WHEN HE WAS DOING THE  
21 CONDOS, THE VILLAS, LIKE THE ONE THAT THEY HAD AT 45 FOLLY  
22 FIELD ROAD.

23 Q. AND IN YOUR EXPERIENCE OVER THE COURSE OF THE PERIOD  
24 OF TIME WITH YOU AND YOUR HUSBAND, THE MAJORITY OF SECOND  
25 HOMEOWNERS, WHAT WOULD THEY NORMALLY USE IT FOR IN HILTON

1 HEAD? LET'S SAY THEY LIVED IN MICHIGAN OR OHIO OR THEY  
2 LIVED IN GREENVILLE AND THEY HAD A SECOND HOME, WOULD YOU  
3 SAY THAT THE MAJORITY USED IT FOR RENTAL PROPERTY?

4 A. OH, ABSOLUTELY.

5 Q. AND IS IT ESSENTIAL FOR THESE PROPERTIES TO, YOU USED  
6 THE TERM MONSTER, IS IT ESSENTIAL THAT THESE PROPERTIES  
7 LOOK IN TIPTOP SHAPE AND ARE UPKEPT FOR SPECIFICATIONS OF  
8 CLIENTELE THAT WOULD BE A LITTLE BIT MORE ELITE?

9 A. ABSOLUTELY. HILTON HEAD IS A VERY TONEY ISLAND AND A  
10 LOT OF PEOPLE OR MOST OF THE PEOPLE THAT VACATION DOWN  
11 THERE HAS A LITTLE BIT HIGHER IN TASTE AND I KNOW MY  
12 HUSBAND, AS A MATTER OF FACT, HAS ACTUALLY NOT TAKEN ON  
13 OWNERS AS A CLIENT IF THEIR PROPERTY WAS NOT OF THAT UPPER  
14 END STANDARD.

15 Q. UNDERSTOOD. AND THE REQUIREMENTS OF CLIENTELE  
16 DICTATES HOW MUCH A PERSON CAN BASICALLY RENT THE PROPERTY  
17 FOR BASED UPON HOW NICE THE VILLA IS, WOULD YOU AGREE WITH  
18 ME ON THAT?

19 A. WITHOUT A DOUBT.

20 MS. CHAMBERLAIN: OBJECTION, YOUR HONOR. A LOT  
21 OF THE QUESTIONS HE'S GETTING INTO IS ASKING FOR AN --

22 THE COURT: THEY ARE GENERAL QUESTIONS. JUST  
23 GENERAL INFORMATION, MA'AM.

24 Q. AND WITH THE PROPERTIES THAT YOU HAVE OBSERVED DURING  
25 YOUR COURSE OF TIME THAT YOU HAVE BEEN INVOLVED IN THIS

1 BUSINESS WITH YOUR HUSBAND, WOULD THE PROPERTIES THAT CATHY  
2 AND POLLY HAVE SET FORTH BE OF THOSE CALIBER THAT ARE AT  
3 THAT UPPER ECHELON THAT WOULD BE PREPARED AND READY FOR  
4 KIND OF ELITE CLIENTS, FOR LACK OF A BETTER TERM?

5 A. NOT EVEN A QUESTION. ABSOLUTELY THEY WOULD. I KNOW  
6 THE ORIGINAL PROPERTY AT 45 BECAUSE I ALSO HAD ONE THERE,  
7 TOO, AND I DEFINITELY CONSIDERED THEIR UNIT MY COMPETITION  
8 BECAUSE THEY WERE DEFINITELY UP TO IT. AS A MATTER OF FACT  
9 CATHY DID MY PERSONAL UNIT AS WELL. SO THEY WERE WITHOUT A  
10 DOUBT AND ADVERTISED AS THE BEST UNITS IN THAT COMMUNITY.

11 Q. OKAY. THANK YOU. THAT'S ALL THE QUESTIONS I HAVE.

12 THE COURT: ALL RIGHT. ANY QUESTIONS FOR THIS  
13 WITNESS?

14 MS. CHAMBERLAIN: YES, YOUR HONOR.

15 CROSS EXAMINATION

16 BY MS. CHAMBERLAIN:

17 Q. MS. CAMPUTARO, FORGIVE ME IF I MISPRONOUNCE YOUR NAME.  
18 IS IT CAMPUTARO?

19 A. CAMPUTARO.

20 Q. CAMPUTARO. FORGIVE ME. MS. CAMPUTARO, YOU WERE NOT  
21 AT THE HILTON HEAD PROPERTY THAT BELONGS TO CATHY SWICEGOOD  
22 AND POLLY THOMPSON, YOU WERE NOT THERE EIGHT TO 10 HOURS A  
23 DAY WHILE THEY WERE THERE, WERE YOU?

24 A. NO, I WOULD GO IN LIKE WHEN I WOULD TAKE LUNCH OR DROP  
25 IN TO SEE THEM, SO KIND OF IN AND OUT.

1 Q. YOU CANNOT TESTIFY TO WHAT YOU DID NOT SEE WHEN YOU  
2 WEREN'T PRESENT, OBVIOUSLY?

3 A. THAT WOULD BE TRUE. THAT WOULD BE DIFFICULT TO DO.

4 Q. AND OTHER THAN WHAT CATHY SWICEGOOD MIGHT HAVE SAID TO  
5 YOU, YOU HAVE ABSOLUTELY NO KNOWLEDGE OF HOW MUCH POLLY  
6 THOMPSON PAID CATHY SWICEGOOD, IS THAT CORRECT?

7 A. (NO RESPONSE)

8 Q. OTHER THAN PERHAPS WHAT INFORMATION CATHY SWICEGOOD  
9 HAS GIVEN YOU, YOU HAVE NO KNOWLEDGE OF HOW MUCH POLLY  
10 THOMPSON PAID HER?

11 A. I KNOW THE OVERALL VIBE OF --

12 Q. NO, MA'AM, THAT'S NOT THE QUESTION. I DIDN'T ASK  
13 ABOUT VIBE. YOU DON'T HAVE ANY CLUE AS TO HOW MUCH POLLY  
14 THOMPSON PAID CATHY SWICEGOOD.

15 A. NO MORE THAN SHE WOULD KNOW HOW MUCH MY HUSBAND PAID  
16 ME. WE'RE IN A MARRIAGE AND EVERYBODY CONTRIBUTES TO IT SO  
17 I LOOKED AT IT THEY BOTH CONTRIBUTE FOR THE GREATER GOOD.

18 Q. AND YOU HAVE NO KNOWLEDGE HOW MUCH SHE PAID HER?

19 A. I DIDN'T REALIZE THAT THEY WERE IN A PAYING  
20 RELATIONSHIP OR ---

21 THE COURT: THAT'S WHAT SHE JUST STATED. IN HER  
22 MARRIAGE APPARENTLY SHE DOESN'T SEEK TO BE PAID. IT'S FOR  
23 THE COMMON GOOD. SHE MAY BE PAID BUT ---

24 THE WITNESS: YES, MY HUSBAND DOESN'T QUOTE, PAY  
25 ME. HE IS NOT MY BOSS. HE'S NOT MY EMPLOYER AND I DIDN'T

1       ASSUME POLLY WAS CATHY'S EMPLOYER.  THEY WORKED TOGETHER ON  
2       THESE PROPERTIES.

3               MS. CHAMBERLAIN:  NO FURTHER QUESTIONS, YOUR  
4       HONOR.

5               THE COURT:  THANK YOU VERY MUCH.  I APPRECIATE  
6       YOUR HELP.

7               THE WITNESS:  THANK YOU.

8               THE COURT:  ALL RIGHT, SIR.

9               MR. RECKENBEIL:  YOUR HONOR, WE WOULD CALL CATHY  
10       SWICEGOOD.

11              THE COURT:  ALL RIGHT.

12              CATHY JEAN SWICEGOOD, RESPONDENT'S WITNESS,  
13       SWORN:

14              THE COURT:  THANK YOU.  I'LL ASK YOU TO SPEAK UP  
15       LOUD ENOUGH, PLEASE, SO THE LAWYERS CAN HEAR YOU.  THAT  
16       BLACK MICROPHONE IS AN AMPLIFIER SO SPEAK INTO THAT.

17                                   DIRECT EXAMINATION

18       BY MR. RECKENBEIL:

19       Q.  CATHY, IF YOU COULD STATE YOUR FULL NAME FOR THE  
20       RECORD AND WHERE YOU ARE RESIDING RIGHT NOW.

21       A.  CATHY JEAN SWICEGOOD, 505 WEST SHEFFIELD, WESTMINSTER,  
22       SOUTH CAROLINA.

23       Q.  AND HOW LONG HAS THAT BEEN YOUR RESIDENCE?

24       A.  DECEMBER OF 2013, EARLY DECEMBER.

25       Q.  BEFORE DECEMBER OF 2013 WHERE DID YOU RESIDE?

1 A. 14 WOODHEDGE COURT IN MAULDIN FOR 13½ YEARS.

2 Q. AND WHO DID YOU RESIDE WITH THERE?

3 A. POLLY THOMPSON.

4 Q. ALL RIGHT.

5 MR. RECKENBEIL: YOUR HONOR, OF COURSE I  
6 UNDERSTAND THAT THE COURT HAS MADE A RULING AND THAT WE  
7 RESPECT THAT RULING AND UNDERSTAND THAT MS. SWICEGOOD COULD  
8 IN FACT TESTIFY AS TO THE CONTRIBUTIONS THAT SHE HAS MADE  
9 TO THE RESIDENCE THAT SHE RESIDED IN FOR 13 YEARS BUT  
10 RESPECTFULLY FOR THE COURT WE WILL MOVE FORWARD TO ---

11 THE COURT: YES. I THINK THAT'S FOR ANOTHER  
12 CASE OR FOR ANOTHER COURT.

13 MR. RECKENBEIL: YES, SIR. YES, SIR.  
14 UNDERSTOOD.

15 Q. CATHY, I WANT TO FOCUS OUR ATTENTION FIRST ON HILTON  
16 HEAD, IF WE COULD, AND THEN WE ARE GOING TO MOVE HERE TO  
17 OCONEE COUNTY. YOUR BUSINESS THAT YOU HAVE, SWICEGOOD BY  
18 DESIGNS, WHAT IS THAT?

19 A. I'VE BEEN DOING INTERIOR DESIGN, BOTH LANDSCAPING AND  
20 INTERIOR. I'VE OFTEN BEEN REFERRED TO AS JOHNNY APPLESEED  
21 BECAUSE I JUST COME IN AND MAKE THINGS BEAUTIFUL WHEN I  
22 LEAVE. THAT'S PRETTY MUCH BEEN MY MOTTO.

23 Q. AND HOW LONG HAVE YOU BEEN DOING THAT?

24 A. 13½ YEARS.

25 Q. OKAY. YOUR AGE RIGHT NOW? SORRY, I KNOW YOU'RE NOT

1 SUPPOSED TO EVER ASK A WOMAN HER AGE BUT --

2 A. THAT'S ALL RIGHT. 61.

3 Q. 61 YEARS OLD. OKAY. AND AT THE PRESENT DAY ARE YOU  
4 STILL REFURBISHING HOMES?

5 A. ABSOLUTELY.

6 Q. IS THAT YOUR SOURCE OF INCOME?

7 A. YES, SIR.

8 Q. BESIDES THE RENOVATION BUSINESS THAT YOU HAD DURING  
9 THE COURSE OF THE LAST 13½ YEARS, IS THERE ANY OTHER  
10 BUSINESSES THAT YOU HAVE PARTAKEN IN?

11 A. I WORKED FOR, PART TIME FOR THE CAMPUTAROS DOING THEIR  
12 BARBEQUE SAUCES AND MARINADES IN THE UPSTATE FOR EXTRA, FOR  
13 ADDITIONAL MONEY.

14 Q. ALL RIGHT. BUT BESIDES THAT NOTHING ELSE?

15 A. NO, SIR.

16 Q. THE HILTON HEAD HOME, AND I WANT TO GET INTO THOSE  
17 PICTURES AND THE REASON WHY I TALKED ABOUT EMPLOYMENT,  
18 WOULD YOU HAVE THE ABILITY TO DO ANYTHING ELSE WITH THE  
19 AMOUNT OF EFFORT AND WORK THAT YOU PUT INTO REFURBISHING  
20 THESE HOMES THAT YOU AND MS. THOMPSON HAVE OCCUPIED?

21 A (NO RESPONSE)

22 Q. IN OTHER WORDS, YOU PUT IN A LOT OF EFFORT INTO THIS?

23 A. A LOT OF WORK, A LOT OF TIME AND THE TIMES I WAS  
24 WORKING ON OUR PLACE, OF COURSE, IT WAS FOR WHAT WAS TO BE  
25 OUR RETIREMENT/VACATION WHEN WE RETIRED TOGETHER. BUT I

1 DIDN'T HAVE -- YOU KNOW, I COULD NOT TAKE ON OTHER JOBS  
2 WHILE I WAS RENOVATING OUR PROPERTIES.

3 Q. AND YOU HEARD MS. THOMPSON TALK ABOUT THE FACT THAT  
4 SHE TITLED THESE PROPERTIES TOGETHER JUST TO GIVE YOU PEACE  
5 OF MIND. WAS THESE PROPERTIES, TO INCLUDE THE HILTON HEAD  
6 HOUSE, IN YOUR MIND FOR RETIREMENT AND FOR INCOME FOR YOU?

7 A. ABSOLUTELY FOR RETIREMENT. YOU KNOW, WE WERE  
8 CONTINUALLY TRYING TO ONE UP. YOU KNOW, EACH PLACE THAT WE  
9 DID WE WERE TRYING TO IMPROVE TO TURN OVER TO BE ABLE TO  
10 AFFORD SOMETHING BIGGER, BETTER, CLOSER TO THE LAKE, CLOSER  
11 TO THE WATER, CLOSER TO THE OCEAN. YOU KNOW, WE  
12 CONTINUALLY WERE TURNING THESE PROPERTIES OVER TO FLIP, SO  
13 TO SPEAK, SO THAT WE COULD IMPROVE AND HAVE NICER PLACES  
14 THAT HOPEFULLY WE WOULD RETIRE IN.

15 Q. AND YOU WOULD AGREE THAT POLLY DID GET AN INHERITANCE  
16 FROM HER FAMILY, CORRECT?

17 A. ABSOLUTELY.

18 Q. AND YOU WOULD AGREE THAT THAT INHERITANCE WAS USED IN  
19 A PORTION OF THE DOWN PAYMENT OF WHAT WE NOW HAVE KIND OF  
20 ESTABLISHED THIS MORNING AS THE JUNE, 2013 HILTON HEAD  
21 PURCHASE? YOU WOULD AGREE WITH THAT?

22 A. YES, SIR. IT WAS THE BIGGEST PORTION OF IT,  
23 ABSOLUTELY.

24 Q. AND DID SHE GIVE YOU ANY REASON WHY SHE PUT THAT MONEY  
25 TOGETHER INTO THIS PURCHASE? YOU KNOW, SHE'S USING

1 INHERITANCE MONEY. DID SHE EVER -- DID YOU GUYS TALK ABOUT  
2 THAT?

3 A. SHE ALWAYS WANTED TO BE ON THE OCEAN. YOU KNOW, THE  
4 EARLIER PROPERTY WE HAD WAS LIKE THREE ROWS BACK. I WAS  
5 PERFECTLY CONTENT WITH THAT PLACE. IT WAS SWEET, PRETTY,  
6 BUT SHE WAS ALWAYS WANTED TO BETTER US WHICH WAS A GOOD  
7 THING. SO SHE WANTED TO BE ON THE OCEAN AND SHE FOUND THIS  
8 ONE. SHE WAS CONSTANTLY WALKING THE BEACHES LOOKING FOR  
9 PROPERTIES THAT WERE AVAILABLE ON THE OCEAN AND THAT'S WHEN  
10 SHE DECIDED TO GET, OR WE DECIDED TO GET 85 FOLLY FIELD  
11 ROAD.

12 Q. DID YOU HAVE DISCUSSIONS IN REGARDS TO THE PURCHASE OF  
13 THIS?

14 A. ABSOLUTELY.

15 Q. AND THIS WAS A JOINT DECISION THAT YOU ALL MADE?

16 A. YES, SIR. THEY ALL WERE.

17 Q. THE REFURBISHINGS THAT YOU HAVE DONE IN THE JUNE, 2013  
18 HOME, DID YOU ALSO DO THOSE IN THE OTHER HOMES THAT WERE  
19 THERE IN HILTON HEAD?

20 A. YES, SIR. TWICE. THE PROPERTY AT 45 FOLLY FIELD WAS  
21 FLOODED FROM A WATER LEAK UPSTAIRS SO I LITERALLY HAD TO GO  
22 IN ---

23 MS. CHAMBERLAIN: OBJECTION, YOUR HONOR.

24 A. --- AND RENOVATE IT A SECOND TIME.

25 MS. CHAMBERLAIN: THIS IS TESTIMONY ABOUT THE

1 PRIOR PROPERTIES.

2 THE WITNESS: ALL THE PROPERTIES ROLLED FORWARD  
3 AS WE BOTH WANTED TO DO.

4 THE COURT: ALL RIGHT.

5 MR. RECKENBEIL: YOUR HONOR, THE PETITIONER HAS  
6 ASSERTED THAT EXCLUSIVE FUNDS HAVE COME DIRECTLY FROM MS.  
7 THOMPSON AND WE RESPECT THE COURT'S DECISION AS TO WHAT WE  
8 ARE HERE FOR TODAY BUT REALIZING THAT SPONTANEOUS  
9 COMBUSTION DIDN'T JUST CAUSE THESE FUNDS TO END UP IN  
10 SOMEBODY'S ACCOUNT. THEY HAD TO COME FROM SOMEWHERE AND WE  
11 BELIEVE THAT THE RENTAL PROPERTY THAT MS. SWICEGOOD  
12 ASSISTED IN MS. THOMPSON CREATED REVENUES AS WELL AS THE  
13 FLIPPING OF THESE HOMES CREATED REVENUES, BUT WE RESPECT  
14 THE COURT'S DECISION AS TO WHERE WE ARE WITH THAT, BUT IT'S  
15 JUST NOTED.

16 Q. CATHY, I WANT TO SHOW YOU THESE PICTURES THAT WE HAVE  
17 AND I WANT TO SEE IF THIS CAN REFRESH YOUR RECOLLECTION AS  
18 TO STUFF THAT WAS DONE ON THE JUNE, 2013 HILTON HEAD  
19 PURCHASE HOME.

20 THE COURT: THAT'S 85 FOLLY ROAD.

21 THE WITNESS: FOLLY FIELD ROAD.

22 THE COURT: FOLLY FIELD ROAD, IS THAT CORRECT?

23 MR. RECKENBEIL: YES, SIR.

24 THE COURT: THAT'S THE SUBJECT OF THIS -- ONE OF  
25 THE SUBJECTS OF THIS PROCEEDING?

1 MR. RECKENBEIL: YES, SIR.

2 THE COURT: THANK YOU.

3 MR. RECKENBEIL: YOUR HONOR, IF I CAN JUST  
4 APPROACH THE WITNESS?

5 THE COURT: YES, SIR.

6 (APPROACHES WITNESS)

7 Q. FIRST CATHY, WHAT I'D LIKE TO BE ABLE TO DO IS, FOR  
8 THE SIMPLICITY OF MADAM COURT REPORTER, I WANT YOU JUST TO  
9 FIRST THUMB THROUGH THESE AND MAKE SURE THAT THESE ARE  
10 PICTURES, AND I KNOW SOME ARE BEFORE AND SOME ARE AFTER, OF  
11 THE 85 FOLLY FIELD HOME.

12 A. OKAY.

13 Q. WE ARE JUST GOING TO MARK THEM AS ONE EXHIBIT FOR  
14 SIMPLICITY.

15 THE COURT: HAVE YOU REVIEWED THESE PICTURES,  
16 MS. CHAMBERLAIN?

17 MS. CHAMBERLAIN: HE JUST HANDED THEM TO ME,  
18 YOUR HONOR.

19 THE COURT: DO YOU HAVE ANY OBJECTION?

20 MS. CHAMBERLAIN: NO OBJECTION.

21 THE COURT: ALL RIGHT. THANK YOU. THEY WILL BE  
22 ADMITTED.

23 Q. CATHY, I ---

24 A. THEY ARE ALL BEFORE AND AFTER SHOTS OF 85 FOLLY FIELD  
25 ROAD. UPON THE DAY OF CLOSING -- IF I MAY GO AHEAD?

1 Q. FIRST WHAT I'D LIKE FOR YOU TO DO, CATHY, IS THAT I  
2 WANT YOU TO MAKE SURE THAT YOU THUMB THROUGH ALL OF THOSE  
3 AND IF YOU COULD, FOR THE BENEFIT OF THE RECORD WE ARE  
4 GOING TO DO TWO EXHIBITS. WE ARE GOING TO DO ONE THAT'S  
5 GOING TO BE BEFORE AND WE'RE GOING TO DO ONE FOR THE GROUP  
6 OF PICTURES THAT ARE AFTERWARDS. IF YOU COULD SO KINDLY  
7 SEPARATE THEM.

8 (WITNESS SEPARATES PHOTOGRAPHS)

9 A. THE AFTER STACK IS MUCH PRETTIER. YOU SHOULD BE ABLE  
10 TO PICK IT OUT FAIRLY EASILY.

11 Q. SO THE STACK THAT ---

12 A. THAT'S THE AFTER.

13 Q. THE BEFORE, IF WE COULD HAVE THOSE. I BELIEVE THAT  
14 WOULD BE EXHIBIT NUMBER 5. WE'LL JUST CLIP THEM WITH A  
15 BINDER CLIP.

16 (DEFENDANT'S EXHIBIT 5 IN EVIDENCE)

17 Q. AND THESE WOULD BE AFTER?

18 A. YES.

19 (DEFENDANT'S EXHIBIT 6 IN EVIDENCE)

20 Q. WE'LL DO THE BEFORE FIRST AND THEN COME BACK TO THE  
21 AFTER. CATHY, WE'VE GOT THOSE CLIPPED TOGETHER. IF YOU  
22 DON'T MIND JUST TAKE THOSE PICTURES THAT I'VE HANDED YOU  
23 AND YOU CAN REMOVE THE CLIP.

24 A. ALL RIGHT.

25 Q. IN YOUR EXPERIENCE, WHAT WAS THE CONDITION OF THE

1 PROPERTY AND THE VILLA WHEN YOU ALL PURCHASED IT IN JUNE OF  
2 2013?

3 A. IT WAS VERY CLEAN BUT IT HAD NOT BEEN RENOVATED IN  
4 MANY YEARS.

5 Q. AND WOULD YOU GIVE A BALLPARK ESTIMATE OF HOW MANY  
6 YEARS THAT YOU WOULD SAY THAT IT SAT UN-UPDATED, I GUESS,  
7 FOR LACK OF A BETTER TERM?

8 A. I WOULD SAY AT LEAST 10 YEARS, IF NOT MORE. AN OLDER  
9 LADY HAD OWNED IT AND SHE WENT INTO A NURSING HOME AND WAS  
10 JUST UNABLE TO UPDATE IT.

11 Q. UNDERSTOOD. AND CATHY, IN YOUR EXPERIENCE, WOULD  
12 RENTING A PROPERTY THAT HAD FURNISHINGS AND OUTDATED  
13 DRAPES, TOILETS, CARPET, FLOORING, WOULD THAT PRODUCE THE  
14 MONEY IN RENTAL INCOME AS OPPOSED TO AN UPDATED FLAT SCREEN  
15 TV, NEW TOILETS, NEW FLOORING, NICE PRESENTATION -- THE  
16 PICTURES THAT YOU HAVE THERE, WOULD THAT GIVE THE RENTAL  
17 INCOME THAT THE PRESENT DAY HILTON HEAD HOUSE INCOME CAN  
18 PRODUCE?

19 A. NO COMPARISON BETWEEN THE TWO.

20 Q. IN YOUR OPINION, AS YOU SAID, YOU'VE BEEN DOING THIS  
21 FOR QUITE SOME PERIOD OF TIME, THE PICTURES THAT YOU HAVE  
22 THERE OF THE BEFORE OR WHEN YOU PURCHASED IT, DO YOU EVEN  
23 THINK IT WAS DISCUSSED THAT THAT HOUSE WOULD BE MARKETABLE  
24 TO RENT ON HILTON HEAD ISLAND?

25 A. I WOULD SAY ONLY ON LIKE PEAK WEEKS LIKE JULY 4<sup>TH</sup> WHEN

1 EVERYTHING ELSE WAS ABSOLUTELY FULL. THE PICTURES ARE ON  
2 THE WEBSITE AND WHEN PEOPLE GO IN AND SEE PICTURES LIKE  
3 THIS THEY CONTINUE TO PASS AND GO TO THE NEXT ONE AND LOOK.  
4 A LOT OF THE RENTAL AGENCIES HAVE DIFFERENT LEVELS TO RATE  
5 AND IF YOU DON'T KEEP UP THE UPKEEP YOU DROP DOWN IN  
6 RANKINGS, THEREFORE, YOU DON'T RENT IT FOR AS MUCH. EACH  
7 PLACE WE DID WAS TOP RATING. EACH PLACE I DID WAS TOP  
8 RATING.

9 Q. AND WAS IT NOT YOUR INTENTION, ALONG WITH POLLY'S  
10 INTENTION, THAT YOU WANTED TO MAXIMIZE THE ECONOMIC BENEFIT  
11 FROM RENTING OUT THIS PIECE OF PROPERTY, ALONG WITH THE  
12 OTHERS?

13 A. EVERY SINGLE TIME I WAS THERE I WAS MAKING  
14 IMPROVEMENTS, EVEN UP TO AND INCLUDING THE LAST VISIT I  
15 HAD. WHETHER IT'S CHANGING LIGHT BULBS, CHANGING MILDEWED  
16 SHOWER CURTAIN LINERS, WHATEVER I SEE THAT NEEDS TO BE  
17 FIXED I DON'T WAIT FOR A WORK ORDER. I GO TO THE STORE, I  
18 GET THE THINGS AND I FIX IT. I TOUCH UP PAINT. WHATEVER  
19 NEEDS TO BE DONE TO KEEP IT AT THE TOP RANKING FOR RENTAL  
20 PROPERTY.

21 Q. AND IN YOUR OPINION OR EXCUSE ME, IN YOUR KNOWLEDGE,  
22 IN THE TIME FRAME THAT YOU HAVE BEEN WITH MS. THOMPSON,  
23 WHEN THE VILLA IS READY FOR RENTING, NOT DURING THE TIME  
24 WHEN YOU'RE REFURBISHING IT, HAVE YOU EVER LOST THAT TOP  
25 RANKING, IF YOU KNOW?

1 A. NO, SIR.

2 MR. RECKENBEIL: NOW IF I COULD, MADAM COURT  
3 REPORTER, I WANTED TO USE THE OTHER STACK WHICH IS  
4 DEFENDANT'S EXHIBIT NUMBER 6.

5 Q. I KNOW THE JUDGE MIGHT WANT TO THROW SOMETHING AT ME  
6 BECAUSE THIS MIGHT TAKE A LITTLE BIT OF TIME, BUT I WANT  
7 YOU TO GIVE KIND OF AN OVERVIEW FOR THE COURT AS TO WHAT  
8 YOU DID AND THE WORK THAT YOU PERFORMED ON THIS PIECE OF  
9 PROPERTY TO, FOR LACK OF A BETTER TERM, BETTER IT.

10 A. THAT'S NOT A PROBLEM AT ALL SINCE THAT IS WHAT I DO.  
11 I CAN TELL YOU DOWN TO EVERY NAIL, EVERY SCREW. FROM THE  
12 DAY WE CLOSED WE HAD SEVEN DAYS BEFORE THE VILLA WAS  
13 ALREADY RENTED. SEVEN DAYS TO FLIP THIS UNIT. WE REMOVED  
14 CARPET AND PADDING, TOOK UP THE TRACKING, TACKING, HAULED  
15 EVERYTHING AWAY, PAINTED THE ENTIRE UNIT. WE CHANGED OUT  
16 EVERY PLUG, EVERY RECEPTACLE SWITCH, EVERY LIGHT FIXTURE,  
17 EVERY CEILING FAN. I DID WINDOW TREATMENTS. I COVERED  
18 CORNICE BOARDS. I HAD FURNITURE COVERED, RE-UPHOLSTERED.  
19 BOUGHT BEDDING, DOUBLE SETS OF BEDDING SO THAT WE WOULD  
20 HAVE SETS IN CASE ONE WAS DAMAGED, RUINED. DECORATED WITH  
21 MIRRORS, PRINTS, LAMPS. SOME FURNITURE WE KEPT FROM THE  
22 OTHER UNIT. NEW TOILETS, NEW FAUCET SETS, NEW SHOWER RODS,  
23 NEW SHOWER CURTAINS, NEW SHOWER BARS, TOWEL BARS, TOILET  
24 BARS. EVERYTHING THAT YOU TOUCHED OR SAW WITHIN THAT UNIT  
25 EXCEPT FOR A COUPLE OF PIECES OF FURNITURE WE LITERALLY

1 FLIPPED IN SEVEN DAYS. WE WORKED 12 AND 13 HOURS A DAY AND  
2 AT THE END OF THIS JOB I TOLD POLLY, I SAID, "I WILL NEVER  
3 DO THIS AGAIN". I KNOW WE'VE DONE THIS THROUGH MANY  
4 PROPERTIES BUT I SAID I'LL NEVER DO THIS AGAIN. THIS WAS  
5 TOO MUCH. AT MY AGE THIS ONE WAS TOO MUCH FOR ME. ONE OF  
6 THE FELLOWS THAT CAME AND HELPED US, I HAD HELPED HIM  
7 PREVIOUSLY AND HE OWED ME SOME MONEY SO HE CAME AND DID THE  
8 WORK. PERFORMED THE PLUMBING AND ELECTRICAL WORK FOR US.  
9 THAT WAS ON ME. I PAID FOR THAT.

10 Q. DO YOU KNOW HOW MUCH THAT WAS?

11 A. 13, I THINK IT WAS \$1,300.00.

12 Q. AND THE PEOPLE THAT HELPED YOU, THERE WERE TWO OTHERS  
13 OR JUST ONE?

14 A. JUST ONE OTHER.

15 Q. AND THEY WERE HANDY PEOPLE?

16 A. YES. HE WAS NOT A SKILLED CARPENTER BUT HE'S A GOOD  
17 HANDYMAN.

18 Q. AND WAS POLLY WITH YOU DURING THE TIME FRAME OF THOSE  
19 SEVEN DAYS?

20 A. SHE WAS THERE THE ENTIRE TIME. SHE COOKED FOR US.  
21 SHE BROUGHT US FOOD. SHE TOOK CARE OF US AND TREATED US  
22 WELL LIKE SHE ALWAYS DID. POLLY'S EXPERTISE IS, SHE'S A  
23 BUSINESS PERSON. SHE'S VERY INTELLIGENT. SHE IS VERY  
24 SAVVY. SHE'S NOT AS CRAFTY WITH HER HANDS AND THAT'S WHERE  
25 I ALWAYS CAME INTO PLAY. I PRETTY MUCH DID THE GRUNT WORK

1 AND SHE WAS THE BREADWINNER. OF COURSE, I WORKED FULL TIME  
2 THE ENTIRE TIME ALSO, BUT I WAS MORE THE PERSON THAT GOT  
3 THE WORK DONE.

4 Q. OKAY. THE SEVEN-DAY FLIPPING PROCESS. YOU THEN HAD A  
5 RENTER THAT WAS ON THE DOORSTEP BASICALLY?

6 A. AT FOUR O'CLOCK ON THAT FOLLOWING SATURDAY.

7 Q. DO YOU RECALL HOW MUCH THE WEEKLY RENT WAS THEN  
8 CHARGED TO THAT INDIVIDUAL? DO YOU REMEMBER BY CHANCE?

9 A. IT INCREASED FROM WHAT IT WAS ON THE PREVIOUS RENTAL  
10 AND I THINK IT WAS LIKE \$1,700.00, \$1,800.00. SOMEWHERE IN  
11 THAT RANGE BECAUSE WHEN WE COMPLETED IT, IT WAS IN JUNE  
12 WHICH WAS JUST STARTING INTO THE RENTAL SEASON.

13 Q. AND THE INDIVIDUAL THAT OWNED THE HOME BEFORE, DID YOU  
14 HAVE TIME TO, BY HAPPENSTANCE, TO REVIEW HOW MUCH THEY WERE  
15 RENTING THAT VILLA FOR BEFORE YOU DID ALL THE REFURBISHING?

16 A. WE DID AND IT WAS CONSIDERABLY LESS.

17 Q. DURING THE TIME FRAME FROM JUNE UNTIL DECEMBER, DO YOU  
18 RECALL HOW MANY TIMES THAT YOU DID UPKEEP FOR ANY OTHER  
19 FIXINGS OR REFURBISHINGS TO THIS UNIT IN HILTON HEAD?

20 A. EVERY TIME I WAS THERE. EVEN TODAY, EVEN SINCE OUR  
21 SPLIT. AND I DIDN'T HAVE TO DO IT TO IMPRESS POLLY BUT I  
22 DID IT BECAUSE MY NAME WAS ON THE DEED AS WELL AND I WANTED  
23 TO KEEP THAT TOP RENTAL COMING IN, THAT TOP RENTAL RANKING.  
24 AND I DIDN'T HAVE TO BE TOLD, LIKE I SAID, TO DO THESE  
25 THINGS. THERE WERE THINGS THAT NEEDED TO BE DONE AND I

1 TOOK CARE OF THEM.

2 Q. I THINK THE EVIDENCE WAS TESTIFIED TO BEFORE THAT YOU  
3 STAYED THERE APPROXIMATELY 30 DAYS OVER THE COURSE OF MAYBE  
4 A YEAR OR SO.

5 A. I THINK SHE SAID 34 DAYS.

6 Q. 34 DAYS. AND IT'S YOUR TESTIMONY THAT DURING THOSE 34  
7 DAYS YOU WERE THERE CONSTANTLY WORKING, REFURBISHING AND  
8 DOING THINGS TO BETTER THE UNIT?

9 A. THROUGHOUT THE STAY I WOULD DEFINITELY HANDLE THINGS  
10 THAT NEEDED TO BE DONE THERE. ABSOLUTELY.

11 Q. OKAY.

12 A. RENTERS ARE VERY ROUGH ON THE UNITS, VERY ROUGH, AND  
13 THERE'S ALWAYS SOMETHING THAT NEEDS TO BE REDONE.

14 Q. AND THAT'S A GOOD POINT. YOU GOT A LITTLE AHEAD OF ME  
15 BUT I'LL ASK YOU THAT QUESTION. YOU'RE NOT TALKING ABOUT  
16 LIKE KIND OF A HOTEL ROOM AND THEN YOU'VE GOT STAFF THAT  
17 JUST COMES IN AND THEY JUST WASH THE SHEETS AND PUT NEW  
18 TOILET PAPER IN IT.

19 A. CORRECT.

20 Q. NORMALLY THESE RENTERS WILL STAY FOR A PERIOD OF SEVEN  
21 TO 10 DAYS AND THAT'S THE QUESTION THAT I HAVE. WHAT SORT  
22 OF USAGE AND WHAT SORT OF DAMAGE IS CAUSED THAT REQUIRES  
23 UPKEEP?

24 A. THERE IS CONSTANTLY PAINT TOUCH-UPS. SOME OF THE  
25 TRANSITIONING STRIPS WHERE THE HARDWOOD FLOORS WERE PUT

1 DOWN HAD BEEN KICKED OFF SO I HAD TO GET THE PARTICULAR  
2 GLUES THAT WERE NECESSARY TO MAKE THAT HAPPEN. LIGHT BULBS  
3 ARE ALWAYS AN ISSUE. I CHANGED OUT LIGHT BULBS, I CHANGED  
4 OUT CURTAINS, SHOWER CURTAIN LINERS THAT WERE JUST MILDEWED  
5 AND LOOKED REALLY BAD. JUST THINGS THAT WHEN I PUT MY EYES  
6 ON THEM I THOUGHT, WELL, I WOULDN'T WANT TO STAY THERE SO  
7 ANYTHING LIKE THAT I TOOK CARE OF.

8 Q. AND DID YOU ALWAYS USE A MANAGEMENT COMPANY?

9 A. WE DID.

10 Q. AND WHAT DOES THE MANAGEMENT COMPANY DO?

11 A. IT'S HILTON HEAD RENTAL AND GOLF AND THEY, YOU KNOW,  
12 THEY HANDLE THE BEDDING AND THE CLEANING. THEY DON'T DO  
13 ANY TYPE OF LIKE PAINT TOUCH-UP OR ANY OF THOSE TYPE  
14 THINGS. THAT'S JUST NOT IN THEIR REALM OF DUTIES.

15 Q. RIGHT. SO MY QUESTIONS, ABOUT THREE OR FOUR PREVIOUS,  
16 ABOUT HOTELS, THAT'S PRETTY MUCH WHAT THE MANAGEMENT  
17 COMPANY WOULD DO IS BRING NEW TOILET PAPER IN, BRING NEW  
18 TOWELS IN, BRING NEW SOAP IN AND ---

19 A. CORRECT.

20 Q. --- SHAMPOO AND SUCH. BUT THE RESPONSIBILITY IS ON  
21 THE HOMEOWNER TO MAKE SURE THAT IF A MIRROR IS CRACKED OR  
22 IF THERE IS A HARDWOOD FLOOR PROBLEM OR IF THERE IS A TV  
23 PROBLEM, ---

24 A. CORRECT.

25 Q. --- THAT WOULD FALL UPON YOU?

1 A. CORRECT.

2 Q. AND IS IT YOUR TESTIMONY THAT DURING THE TIME FRAME  
3 THAT YOU WERE IN FACT KIND OF ACTING AS THAT HANDY PERSON  
4 PROVIDING ALL THESE SERVICES THROUGHOUT NOT ONLY THIS UNIT  
5 BUT THE OTHER UNITS?

6 A. THAT'S CORRECT. AND THE DAY THAT WE WERE TO CHECK OUT  
7 AND LEAVE FOR THE RENTERS TO COME IN WE DISCOVERED THAT ONE  
8 OF THE FLAT SCREEN TELEVISIONS WAS NOT WORKING SO I WENT  
9 OUT, BOUGHT A NEW FLAT SCREEN TV, BOUGHT IT MYSELF AND WE  
10 INSTALLED THAT SO THAT IT WOULD BE READY FOR THE RENTERS AT  
11 FOUR O'CLOCK THAT DAY.

12 Q. CATHY, I'M GOING TO SHOW YOU TWO DOCUMENTS THAT YOU  
13 HAVE THERE. IF YOU COULD JUST IDENTIFY WHAT THOSE  
14 DOCUMENTS ARE.

15 A. IT'S A STANDARD INVOICE THAT I DO, TRYING TO RECALL  
16 EVERYTHING THAT I DID.

17 Q. AND IS THAT THE INVOICE THAT YOU HAVE PREPARED TO  
18 SUMMARIZE BASICALLY EVERYTHING THAT YOU HAVE DONE FOR THE  
19 85 FOLLY FIELD?

20 A. YES, SIR.

21 Q. AND IS THAT A FAIR AND ACCURATE REPRESENTATION, TO THE  
22 BEST OF YOUR RECOLLECTION, AS TO THE WORK THAT YOU  
23 PERFORMED?

24 A. YES, SIR.

25 MR. RECKENBEIL: YOUR HONOR, AT THIS TIME THE

1 DEFENSE WOULD LIKE TO SUBMIT THAT INTO EVIDENCE AS  
2 DEFENDANT'S EXHIBIT 7.

3 MS. CHAMBERLAIN: I OBJECT, YOUR HONOR. THIS  
4 IS, AS I UNDERSTAND OPPOSING COUNSEL'S QUESTIONING AND THE  
5 STATEMENTS MADE BY HIS CLIENT, HE IS TRYING TO INTRODUCE  
6 THIS AS A SUMMARY PURSUANT TO RULE 1006 OF THE RULES OF  
7 EVIDENCE. IT DOES NOT CONFORM. IN ORDER TO USE THE  
8 SUMMARY HE'S GOT TO PROVIDE ME WITH THE UNDERLYING  
9 DOCUMENTS OR ALLOW ME ACCESS AND I HAVE NOT BEEN PROVIDED  
10 WITH ANY UNDERLYING DOCUMENTS, THEREFORE, THE SUMMARY IS  
11 INAPPROPRIATE AND NOT TO BE ADMITTED.

12 MR. RECKENBEIL: YOUR HONOR, SHE CAN TESTIFY TO  
13 THE UNDERLYING PORTION ---

14 THE COURT: IS THAT A LIST SHE PREPARED FROM HER  
15 RECOLLECTION OR WHAT NOT?

16 MR. RECKENBEIL: AND THE ONE THING I WOULD SAY  
17 IN REBUTTAL TO COUNSEL'S OBJECTION IS THAT DURING THE TIME  
18 FRAME WHEN SHE DID THIS, IT WASN'T ANTICIPATED THAT SHE  
19 WOULD NEED TO SUPPLY ---

20 THE COURT: I UNDERSTAND. I SAID DID YOUR  
21 CLIENT RECONSTRUCT THAT LIST FROM HER RECOLLECTION AND  
22 MEMORY?

23 MR. RECKENBEIL: YES, SIR.

24 THE COURT: ALL RIGHT. YOU'LL BE WELCOME TO  
25 CROSS EXAMINE HER ABOUT IT BUT I'LL ADMIT THE DOCUMENT FOR

1 INFORMATION.

2 MS. CHAMBERLAIN: YOUR HONOR, I WOULD OBJECT FOR  
3 THE RECORD. I UNDERSTAND ---

4 THE COURT: YOU HAVE ALREADY OBJECTED AND I  
5 OVERRULED IT.

6 MS. CHAMBERLAIN: SIR, THE SECOND REASON SHE  
7 SAID IS TO REFRESH HER MEMORY. THAT'S RULE 803.

8 THE COURT: NO, SHE PREPARED THAT FROM HER  
9 MEMORY AND RECOLLECTION. IS THAT CORRECT?

10 MR. RECKENBEIL: YES, SIR.

11 THE COURT: ALL RIGHT. HAVE A SEAT, MA'AM.

12 MS. CHAMBERLAIN: THANK YOU, JUDGE.

13 THE COURT: IT'S ADMITTED.

14 (DEFENDANT'S EXHIBIT 7 IN EVIDENCE)

15 THE COURT: ALL RIGHT, LET'S PROCEED.

16 Q. NOT TO BELABOR THE POINT, CATHY, I JUST WANT YOU TO  
17 LOOK AT THE DOCUMENT AND TESTIFY AS TO THE AMOUNT THAT YOU  
18 HAVE RECREATED AND RECOLLECTED THAT YOU PERFORMED?

19 A. YES, SIR. THEY ARE PROBABLY A LITTLE THIN FROM WHAT  
20 WAS REALLY DONE BUT THAT WAS, YOU KNOW, OVER A YEAR AGO SO  
21 IT'S ---

22 Q. ONE AMOUNT IS ABOUT \$17,000.00 AND THE OTHER AMOUNT IS  
23 ABOUT \$13,000.00?

24 A. IT'S A TOTAL OF \$17,490.83 ALL TOTAL.

25 Q. RIGHT. I JUST WANTED TO MAKE THAT CLEAR THAT IT WAS

1 \$17,000.00?

2 A. YES, SIR.

3 Q. OKAY. DID I ASK YOU ABOUT THE FACT THAT YOU CANCELLED  
4 THE APRIL RESERVATION?

5 A. YOU DID NOT ASK ME.

6 Q. I'M SORRY. SO JUST THE LAST QUESTION ABOUT HILTON  
7 HEAD IS THAT YOU IN FACT CANCELLED THE APRIL RESERVATION  
8 THAT YOU WERE GOING TO HAVE?

9 A. YES, SIR, I DID.

10 Q. I UNDERSTAND THAT THE HERITAGE IS THAT TIME FRAME?

11 A. YES.

12 Q. AND IS THE HERITAGE A PRETTY HIGH VOLUME RENTAL  
13 OPPORTUNITY?

14 A. IT IS FOR THAT ONE WEEK, YES, SIR.

15 THE COURT: SHE SAID SHE'S CANCELLED IT. THAT'S  
16 WHAT YOU ASKED HER.

17 Q. MOVING, CATHY, IF YOU COULD, TO THE OCONEE COUNTY  
18 PROPERTY. JUST BY THE WAY OF BACKGROUND, THERE WERE  
19 SEVERAL PIECES OF PROPERTY THAT WERE JOINED IN ORDER TO  
20 CREATE THE NOW LAKE HOUSE?

21 A. CORRECT.

22 Q. ALL RIGHT. DO YOU REMEMBER GOING TO ATTORNEY'S  
23 OFFICES WITH POLLY IN REGARDS TO THESE LEGAL CO-MINGLING OF  
24 THESE PROPERTIES?

25 A. YES, SIR.

1 Q. AND DO YOU REMEMBER THE ATTORNEY THAT YOU USED?

2 A. I KNOW HE'S HERE IN ANDERSON. I DON'T RECALL HIS  
3 NAME. I KNOW HUFNAGEL IS WHO WE ACTUALLY BOUGHT IT FROM.

4 Q. AND WAS THERE A TIME WHEN YOU FIRST WALKED IN THE DOOR  
5 OF THE ATTORNEY'S OFFICE AND GAVE THE ATTORNEY THE OVERALL  
6 PURPOSE OF WHY YOU WERE THERE, DO YOU REMEMBER THAT BY  
7 CHANCE?

8 A. YES, SIR.

9 Q. AND WAS IT DESCRIBED BY EITHER YOU OR MS. THOMPSON  
10 THAT THE OVERALL PURPOSE WAS TO ---

11 MS. CHAMBERLAIN: OBJECTION. WOULD YOU PLEASE  
12 ASK NON-LEADING QUESTIONS?

13 MR. RECKENBEIL: WE'VE BEEN LEADING ALL MORNING.  
14 I'M TRYING TO MOVE THIS THING ALONG, BUT THAT'S FINE.

15 Q. WHAT WAS THE PURPOSE THAT YOU TOLD THE ATTORNEY OF WHY  
16 YOU WERE THERE?

17 A. WE NEVER HAVE TRIED TO HIDE THE FACT THAT WE WERE A  
18 COUPLE AND WE NEVER, EVER HELD BACK TO THE ATTORNEYS OR  
19 ANYBODY ELSE WHEN WE WENT TO CLOSINGS THAT THIS WAS FOR OUR  
20 FUTURE AND FOR OUR RETIREMENT.

21 Q. ALL RIGHT.

22 A. WE NEVER MADE IT A SECRET.

23 Q. UNDERSTOOD.

24 THE COURT: ALL RIGHT. THANK YOU. NEXT  
25 QUESTION.

1 Q. AND THE FACT THAT THESE PROPERTIES, FROM YOUR  
2 UNDERSTANDING, WERE JOINT TENANTS WITH THE RIGHT OF  
3 SURVIVORSHIP, ---

4 THE COURT: THAT'S WHAT THE DEED SAYS. NO  
5 QUESTION ABOUT THAT.

6 Q. WAS THAT EVER EXPLAINED TO YOU BY THE LAWYER?

7 A. YES. THAT IF ONE PASSED AWAY EVERYTHING WENT TO THE  
8 OTHER JUST AS OUR WILLS WERE STATED.

9 Q. AND WHEN THAT WAS EXPLAINED MS. THOMPSON WAS THERE  
10 WITH YOU, CORRECT?

11 A. CORRECT.

12 Q. ALL RIGHT. THE CONSTRUCTION OF THE HOME THAT WE NOW  
13 KNOW AS THE LAKE HOUSE, THAT WAS BUILT FROM THE GROUND UP,  
14 CORRECT?

15 A. CORRECT.

16 Q. ALL RIGHT. YOUR INVOLVEMENT IN THAT, WHAT WAS IT?

17 A. I ACTUALLY DREW THE PLANS. I DID THE BLUEPRINTS FOR  
18 IT. I DESIGNED THE HOME FROM THE GROUND UP, EVERY INCH OF  
19 IT. MY BUILDER EVEN MADE THE COMMENT TO ME THAT IT'S THE  
20 FIRST TIME HE'D EVER BUILT A HOUSE AROUND FURNITURE.  
21 THAT'S HOW WELL I PLANNED IT. I WAS THERE EVERY SINGLE DAY  
22 FOR JUST UNDER THREE MONTHS. WE STARTED IN AUGUST. WE  
23 FINISHED THE FIRST OF DECEMBER, END OF NOVEMBER. I WAS  
24 THERE EVERY SINGLE DAY AS THE BUILDER TESTIFIED OR TALKED  
25 OF.

1 Q. OKAY. THE GENERAL CONTRACTOR THAT YOU USED WAS WHOM?

2 A. MITCHELL BRUCE.

3 Q. ALL RIGHT. CATHY, YOUR OBSERVATIONS OF HOW MANY TIMES  
4 POLLY WAS INVOLVED IN THE DESIGN OF THIS HOME BEING AT THE  
5 PROPERTY IN OCONEE. HOW MANY TIMES WOULD YOU SAY THAT SHE  
6 WAS THERE?

7 A. MAYBE ONCE A WEEK. MAYBE.

8 Q. MAYBE?

9 A. SHE TRAVELED ALL THE TIME.

10 Q. UNDERSTOOD. YOU WERE THERE EVERY SINGLE DAY?

11 A. THAT IS CORRECT.

12 Q. OKAY. THE MONIES THAT YOU CONTRIBUTED, JUST GOING BY  
13 FROM WHAT THEY SAID, THEY SAID THAT YOU CONTRIBUTED ABOUT  
14 \$22,000.00 INTO THE PURCHASE OF THIS LAKE HOME?

15 A. CORRECT.

16 Q. WOULD YOU SAY THAT'S A FAIR AND ACCURATE OF THE AMOUNT  
17 OF MONIES THAT YOU CONTRIBUTED?

18 A. NOT TOTALLY FAIR AND NOT TOTALLY ACCURATE BUT BECAUSE  
19 OF MY INABILITY TO REALLY FOLLOW UP WHEN -- THIS IS SO HARD  
20 TO SAY BECAUSE, YOU KNOW, AGAIN I'M REFERRING TO THE MONIES  
21 THAT WERE MADE ON THE PREVIOUS PROPERTY.

22 Q. ABSOLUTELY.

23 A. I GAVE THAT MONEY TO POLLY AND I SAID YOU KNOW HOW TO  
24 MAKE IT WORK. I DO THE WORK, YOU KNOW HOW TO MAKE THE  
25 MONEY WORK. I GAVE HER WHAT MONIES WERE LEFT FROM THE SALE

1 OF THE PREVIOUS PROPERTY AND THE \$22,000.00 I DO HAVE, YOU  
2 KNOW, I DO REMEMBER THAT CLEARLY. THE OTHER I THINK WE  
3 ENDED UP PAYING ON CREDIT CARDS OR DOING WHATEVER IT TOOK  
4 TO MAKE IT POSSIBLE FOR US TO GET THAT LAKE HOUSE STARTED.

5 Q. AND THE OTHER PROPERTY YOU'RE TALKING ABOUT, IS THAT  
6 14 KINGSTON?

7 A. YES. TWO LOTS AND A LOG CABIN.

8 Q. ALL RIGHT. AND THE DOCUMENTATION THAT HAS BEEN  
9 SUBMITTED TO THE COURT, YOU WOULD AGREE THAT THE TRANSITION  
10 TIME FRAME OF ALL THE DEEDS AND EVERYTHING THAT WAS CREATED  
11 THEY ARE, TO THE BEST OF YOUR RECOLLECTION, FAIR AND  
12 ACCURATE AND NO NEED FOR US TO GO THROUGH ALL THOSE DEEDS,  
13 CORRECT?

14 A. THAT'S CORRECT. THE ONLY THING THAT WAS NOT BROUGHT  
15 OUT WAS THAT I PAID FOR EVERYTHING AT THAT LOCATION. I  
16 PAID EVERY PAYMENT. NOBODY EVER SAID ANYTHING ABOUT THAT.  
17 I PAID EVERY PAYMENT ON THAT.

18 MS. CHAMBERLAIN: OBJECTION, YOUR HONOR. THIS  
19 CONCERNS PROPERTY THAT'S NOT THE SUBJECT OF LITIGATION  
20 TODAY.

21 THE COURT: WHAT PROPERTY ARE YOU SPEAKING OF  
22 NOW?

23 THE WITNESS: THAT'S THE LOG CABIN THAT WAS AT  
24 THE LAKE.

25 THE COURT: AND WHERE IS IT?

1 THE WITNESS: AT FOXWOOD HILLS AT THE LAKE THAT  
2 WE SOLD AND MY MONEY FROM THAT WENT INTO THE LAKE HOUSE.

3 THE COURT: ALL RIGHT.

4 THE WITNESS: THAT'S WHY IT'S SO MANY BLURRED  
5 LINES.

6 THE COURT: ALL RIGHT.

7 THE WITNESS: YOU SEE WHAT I MEAN?

8 THE COURT: THAT'S FINE. ALL RIGHT. SHE'S  
9 ANSWERED THE QUESTION ABOUT SOME FUNDS.

10 MR. RECKENBEIL: YES, SIR. AND YOUR HONOR,  
11 RESPECTFULLY, YOU KNOW, JUST FOR THE RECORD OBVIOUSLY, JUST  
12 FOR A PROFFER, WE DO HAVE A DOCUMENT THAT WOULD BE A FAIR  
13 AND ACCURATE REPRESENTATION OF THE AMOUNT OF MONIES THAT MY  
14 CLIENT SPENT ON THAT 14 -- AND I KNOW YOUR HONOR IS NOT  
15 GOING TO CONSIDER IT BUT THIS IS SOMETHING THAT WE FEELS  
16 DEMONSTRATES THE ULTIMATE END RESULT.

17 THE COURT: NOW WHAT PROPERTY -- WHERE WAS THAT  
18 MONEY SPENT?

19 MR. RECKENBEIL: THIS IS WHAT MS. SWICEGOOD JUST  
20 SPOKE ABOUT. 14 KINGSTON.

21 THE COURT: THAT WAS SOLD?

22 MR. RECKENBEIL: YES, SIR.

23 THE COURT: NO. THAT'S NOT RELEVANT. SHE'S  
24 TESTIFIED SHE GOT SOME \$22,000.00 FOR THAT, IS THAT  
25 CORRECT?

1 THE WITNESS: \$42,000.00. THAT'S WHAT I WAS  
2 SAYING EARLIER AND I GAVE THAT TO HER FOR HER TO INVEST.

3 THE COURT: BUT \$22,000.00 WAS YOUR CONTRIBUTION  
4 TO THE NEW PROPERTY?

5 THE WITNESS: WELL, \$22,000.00 IS LISTED IN THE  
6 DOCUMENTATION THAT WE HAVE HERE TODAY BUT MORE THAN THAT  
7 WENT INTO THE LAKE HOUSE.

8 THE COURT: I UNDERSTAND. ALL RIGHT.

9 MR. RECKENBEIL: I WOULD JUST LIKE TO MAKE IT AS  
10 A PROFFER. I KNOW IT'S NOT TO BE ADMITTED INTO EVIDENCE  
11 BUT I'D LIKE TO, AS A PROFFER, JUST HAVE IT MARKED AS  
12 DEFENDANT'S EXHIBIT NUMBER 8.

13 MS. CHAMBERLAIN: YOUR HONOR, IT'S NOT  
14 APPROPRIATE TO MARK IT AS AN EXHIBIT. IT IS NOT INTRODUCED  
15 INTO EVIDENCE.

16 MR. RECKENBEIL: I RECOGNIZE THAT BUT WE ARE  
17 ALLOWED TO ESTABLISH A RECORD.

18 THE COURT: JUST A PROFFER.

19 MR. RECKENBEIL: JUST A PROFFER. SO I THINK,  
20 MADAM COURT REPORTER, IF WE COULD JUST MARK THAT.

21 (DEFENDANT'S EXHIBIT 8 PROFFERED)

22 THE COURT: ALL RIGHT. LET'S PROCEED.

23 MR. RECKENBEIL: THANK YOU.

24 Q. I WANT TO SHOW YOU SOME PHOTOS, CATHY. IF YOU WOULD,  
25 PLEASE FOR ME, IN THESE PICTURES THAT YOU HAVE PROVIDED,

1 CAN YOU GO THROUGH AND DECIPHER WHICH ONES ARE OF THE NOW  
2 INFAMOUS LAKE HOUSE?

3 A. OKAY. THIS IS THE LAKE HOUSE AND THIS IS THE CABIN,  
4 THE LOG CABIN.

5 MR. RECKENBEIL: MADAM COURT REPORTER, IF YOU  
6 WOULD MARK THESE AS DEFENDANT'S EXHIBIT 9.

7 MS. CHAMBERLAIN: YOUR HONOR, I'M CONCERNED AND  
8 I WANT TO MAKE SURE THAT THERE'S A CLEAR RECORD OF ---

9 THE COURT: I ASSUME HE'S GOING TO SUBMIT  
10 PICTURES OF 505 WEST SHEFFIELD DRIVE IN WESTMINSTER. THEY  
11 ARE THE ONLY ONES THAT I WOULD CONSIDER ADMITTING.

12 MS. CHAMBERLAIN: YES, YOUR HONOR, BUT I'M WORRIED  
13 ABOUT THE NUMBERING. MAY I ASK WHAT IS DEFENDANT'S 8?

14 THE COURT: IT WAS PUT IN AS A PROFFER AND IT HAS  
15 THE NUMBER 8.

16 MS. CHAMBERLAIN: AND WHAT WAS NUMBER 7?

17 THE COURT: HER INVOICE.

18 MS. CHAMBERLAIN. YOUR HONOR, DEFENDANT'S NUMBER  
19 7 WAS NOT INTRODUCED INTO EVIDENCE. IT WAS A DOCUMENT SHE  
20 USED TO REFRESH HER MEMORY AND THAT DOESN'T --

21 THE WITNESS: I DID NOT USE THAT TO REFRESH MY  
22 MEMORY.

23 MS. CHAMBERLAIN: THE INVOICE THAT SHE TESTIFIED  
24 FROM, IF IT WAS USED PURSUANT TO 803 TO REFRESH HER MEMORY,  
25 IT CANNOT BE INTRODUCED INTO EVIDENCE. IT CAN ONLY BE USED

1 FOR HER TO REFRESH HER MEMORY.

2 THE COURT: I CONSIDERED THAT'S WHAT SHE DID.  
3 SHE PREPARED THAT. I'VE ALREADY BEEN OVER THAT QUESTION  
4 ONCE AND I'VE ADMITTED IT. NOW YOU CAN CROSS EXAMINE HER  
5 ABOUT THAT AND IF SHE HAS ANY BACK-UP DOCUMENTS, ET CETERA.

6 MS. CHAMBERLAIN: YES, YOUR HONOR.

7 THE COURT: ALL RIGHT. YOU'VE STATED YOUR  
8 OBJECTION.

9 MS. CHAMBERLAIN: I'M JUST TRYING TO PRESERVE  
10 THE RECORD. PURSUANT TO RULE 803 SHE CANNOT ---

11 THE COURT: YOU HAVE PRESERVED THE RECORD.

12 MS. CHAMBERLAIN: THANK YOU, YOUR HONOR.

13 THE COURT: YES, MA'AM. THANK YOU. ALL RIGHT,  
14 LET'S MOVE ALONG.

15 MR. RECKENBEIL: YES, SIR.

16 Q. CATHY, I'M JUST SHOWING YOU WHAT'S BEEN MARKED AS  
17 DEFENDANT'S EXHIBIT NUMBER 9. IF YOU COULD, GOING THROUGH  
18 THOSE PHOTOS, CAN YOU GIVE AN INDICATION AS TO THE SERVICES  
19 THAT YOU PERFORMED AT THAT LOCATION IN ORDER TO HAVE THE  
20 FINAL PRODUCT?

21 A. HELPED CLEAR THE LOT, DREW THE HOUSE PLANS, DID ALL  
22 OF THE FLOORING IN ITS ENTIRETY, PICKED UP AND DELIVERED  
23 ALL OF THE TRAVERTINE STONE THAT WAS IN BOTH THE KITCHEN  
24 AND TWO BATHROOMS, STAINED EVERY PIECE OF WOOD IN THIS  
25 HOUSE. PAINTED EVERY WALL IN THIS HOUSE, INSTALLED EVERY

1       OUTLET, PLUG, RECEPTACLE, CEILING FANS, LIGHT FIXTURES,  
2       HELPED HANG THE KITCHEN CABINETS WHICH I PICKED OUT AND  
3       DELIVERED WITH MY TRAILER TO SAVE US MONEY. I EVEN SEALED  
4       THE STONE ON THE EXTERIOR OF THE HOME TO PROTECT IT.  
5       DECORATED THE ENTIRE HOUSE, DESIGNED THE LANDSCAPE, HIRED  
6       CONTRACTORS THAT HAD WORKED FOR ME PREVIOUSLY THAT SAVED US  
7       THOUSANDS OF DOLLARS ON THE FIREPLACE, THE GRANITE, THE  
8       TILE WORK, THE CABINETS. I THINK THAT'S ABOUT IT. IT'S A  
9       BEAUTIFUL HOME.

10      Q.    AND YOU RESIDE THERE NOW?

11      A.    YES, SIR. NOT AT MY CHOICE AT THE TIME.

12      Q.    IF YOU WOULD, ANSWER ANY QUESTIONS THAT MS.  
13      CHAMBERLAIN HAS.

14                                    CROSS EXAMINATION

15      BY MS. CHAMBERLAIN:

16      Q.    MS. SWICEGOOD, YOU DO NOT DENY THAT POLLY THOMPSON  
17      PAID ALL OF THE MORTGAGE PAYMENTS AND ALL OF THE DOWN  
18      PAYMENT FOR THE HILTON HEAD CONDOMINIUM, DO YOU?

19      A.    I NEVER HAVE.

20      Q.    AND YOU DON'T DENY THAT WITH THE EXCEPTION OF THE  
21      \$22,000.00 DOWN PAYMENT, YOU HAVE NOT PAID A DIME ON THE  
22      MORTGAGE, PURCHASE PRICE, INSURANCE, TAXES ON THE LAKE  
23      HARTWELL PROPERTY?

24      A.    YES, I WOULD DENY THAT.

25      Q.    WHAT HAVE YOU PAID, MA'AM, OTHER THAN THE \$22,000.00?

1 A. WELL, I PAID, LIKE I SAID, I CONSIDER MY WORK AND  
2 EFFORT GOING INTO IT AS PAYMENT.

3 Q. THAT WASN'T MY QUESTION. WHAT HAVE YOU PAID?

4 A. OKAY.

5 Q. WHAT HAVE YOU PAID IN MONEY?

6 MR. RECKENBEIL: I THINK, YOUR HONOR, SHE'S  
7 ANSWERING THE QUESTION.

8 THE COURT: ALL RIGHT. SHE ASKED YOU HAD YOU  
9 ACTUALLY PAID ANY MORTGAGE PAYMENTS OR UTILITIES OR  
10 WHATEVER.

11 THE WITNESS: I HAVE PAID ALL THE UTILITIES  
12 SINCE I'VE BEEN STAYING THERE, CORRECT.

13 THE COURT: ALL RIGHT, HOW ABOUT MORTGAGE  
14 PAYMENTS?

15 THE WITNESS: NO, SIR.

16 THE COURT: ALL RIGHT. NOW YOU CAN EXPLAIN YOUR  
17 ANSWER FURTHER IF YOU LIKE.

18 THE WITNESS: MY NAME WAS NOT ON THE MORTGAGE.  
19 I HAD EVEN OFFERED AT ONE TIME TO PAY PART OF THE MORTGAGE  
20 BUT I WAS TOLD THAT THAT WOULD NOT BE EXPECTED SINCE MY  
21 NAME WAS NOT ON THE MORTGAGE.

22 THE COURT: YOUR NAME IS NOT ON THIS MORTGAGE?

23 THE WITNESS: NO, SIR, IT'S ON THE DEED.

24 THE COURT: WELL, OKAY. GO AHEAD.

25 Q. HAVE YOU PAID ANY INSURANCE ON THE LAKE HARTWELL HOME?

1 A. NO, MA'AM.

2 Q. ANY PROPERTY OWNERS ASSOCIATION DUES?

3 A. NO, MA'AM.

4 Q. AND YOU'VE TESTIFIED TO VARIOUS THINGS YOU'VE  
5 PURCHASED SUCH AS EQUIPMENT AND MATERIALS FOR YOUR WORK IN  
6 BOTH THE ISLAND CLUB AND THE LAKE HARTWELL PROPERTY, IS  
7 THAT CORRECT?

8 A. YES, MA'AM.

9 Q. BUT TODAY YOU HAVE ABSOLUTELY NO PROOF OF ANY ITEM  
10 YOU'VE PURCHASED FOR THESE HOMES, DO YOU?

11 A. THAT'S WHAT MY INVOICES WERE SHOWING.

12 Q. YOU CREATED THOSE IN ANTICIPATION OF THIS TRIAL, DID  
13 YOU NOT?

14 A. NO, MA'AM, I DID NOT. I DO MY INVOICES AS I GO. I'VE  
15 REWRITTEN THEM FOR COURT TODAY BUT I DO MY INVOICES AS I  
16 BILL AND DO EACH JOB.

17 Q. DRAWING YOUR ATTENTION TO WHAT OPPOSING COUNSEL HAS  
18 USED AS PROFFER. IT'S AN INVOICE FOR ONE OF THE PRIOR  
19 PROPERTIES, RIGHT?

20 A. WHAT IS YOUR QUESTION NOW?

21 Q. THIS IS AN INVOICE THAT OPPOSING COUNSEL, YOUR  
22 ATTORNEY, USED AS A PROFFER.

23 A. LIKE I SAID, I REWROTE ALL MY INVOICES.

24 Q. WHERE ARE YOUR ORIGINAL INVOICES, MA'AM?

25 A. I DON'T KNOW IF MS. THOMPSON TOOK THOSE OR NOT. WHEN

1 I MOVED THEY WERE NOT WITH MY OTHER INVOICES. THEY WERE  
2 CONVENIENTLY REMOVED.

3 Q. SO NEITHER THE INVOICE THAT WAS USED AS A PROFFER NOR  
4 THE INVOICE THAT WAS INTRODUCED REGARDING THE ISLAND CLUB  
5 PROPERTY, NEITHER ONE IS AN ORIGINAL INVOICE CREATED AT OR  
6 NEAR THE TIME THE WORK WAS DONE, IS THAT CORRECT?

7 A. THAT'S CORRECT.

8 Q. AND YOU HAVE NO DOCUMENTATION BY WAY OF CANCELLED  
9 CHECKS, BILLS OR RECEIPTS SHOWING YOUR PAYMENT FOR ANY  
10 MATERIALS IN EITHER PROPERTY?

11 A. I DON'T HAVE THOSE WITH ME TODAY.

12 Q. AND IN FACT YOU'VE NEVER PROVIDED ANY TO YOUR ATTORNEY  
13 FOR THIS LITIGATION, HAVE YOU?

14 A. ONLY THE INVOICES THAT I SHOWED YOU.

15 Q. THAT YOU JUST RECENTLY CREATED?

16 A. REWROTE, RECREATED.

17 Q. AND WHEN DID YOU REWRITE OR RECREATE THOSE INVOICES?

18 A. WELL, I JUST REWROTE THEM PROBABLY THREE WEEKS AGO,  
19 BUT -- PROBABLY THREE WEEKS AGO.

20 Q. YOU DON'T DENY THAT POLLY THOMPSON HAS PAID YOU FOR  
21 WORK DONE ON THESE PROPERTIES, DO YOU?

22 A. I WOULD DENY SOME OF THE -- YES. I WOULD DENY SOME OF  
23 THEM, YES.

24 Q. YOU WOULD DENY THAT SHE'S PAID YOU?

25 A. I WOULD DENY THAT SHE'S PAID ME FOR ALL OF THE WORK,

1 CORRECT. I WOULD STRONGLY DENY IT.

2 Q. BUT YOU DON'T DENY THAT SHE PAID YOU \$2,000.00 TO GO  
3 TO MATERIALS THAT YOU PUT ON YOUR LOWE'S AND HOME DEPOT  
4 CREDIT CARDS?

5 A. TO BE HONEST WITH YOU, WHEN I TALK ABOUT BLURRED  
6 LINES, THE REASON I SAY BLURRED LINES IS BECAUSE AGAIN, I  
7 DIDN'T KEEP UP WITH EVERYTHING BECAUSE THE WORK WAS GOING  
8 TOWARD THE BETTERMENT FOR THE TWO OF US. FOR OUR HOME.  
9 WHEN SHE GAVE ME MONEY IT MIGHT BE THAT I WAS PAYING FOR  
10 TRAVERTINE. IT MAY HAVE BEEN THAT I WAS ACCEPTING IT FOR  
11 LABOR. WE WERE WORKING TOGETHER AS A JOINT EFFORT. SHE  
12 WAS DOING HER THING AS I WAS DOING MINE AND SO THERE ARE  
13 BLURRED LINES WHEN IT COMES TO WHAT I ACTUALLY RECEIVED AS  
14 PAYMENT AND WHAT WAS A DOWN PAYMENT FOR SAY, CINDER BLOCK,  
15 LUMBER, WINDOWS, DIFFERENT THINGS. I WAS CONSTANTLY  
16 SEARCHING TO FIND THINGS THAT WERE ON CLEARANCE FOR US LIKE  
17 THE FRONT DOOR OR LIKE A SPECIAL WINDOW THAT WE HAD  
18 INSTALLED TO SAVE US MONEY. SO SOMETIMES SHE DID GIVE ME  
19 CHECKS. I CAN'T TELL YOU IF THE CHECK WENT FOR A HOME  
20 DEPOT OR LOWE'S BILL OR IF IT WAS TO BUY OR PURCHASE THAT  
21 LARGE WINDOW. THAT'S WHAT I'M SAYING.

22 Q. I'M GOING TO SHOW YOU A PHOTOCOPY OF WHAT APPEARS TO  
23 BE A CHECK MADE OUT TO CASH BY POLLY THOMPSON AND  
24 APPARENTLY CASHED BY YOU AND THE AMOUNT OF THE CHECK IS  
25 \$1,000.00.

1 A. RIGHT.

2 Q. AND YOU WOULD ADMIT THAT YOU RECEIVED THIS FROM POLLY?

3 A. ABSOLUTELY. THAT'S MY SIGNATURE.

4 Q. I SHOW YOU ANOTHER CHECK WRITTEN -- THE \$1,000.00  
5 CHECK WAS WRITTEN ON JULY 18<sup>TH</sup>, 2013, IS THAT CORRECT?

6 A. YES. JULY 18<sup>TH</sup>.

7 Q. AND I SHOW YOU WHAT APPEARS TO BE ANOTHER CHECK THAT  
8 POLLY THOMPSON WROTE TO YOU ON AUGUST 21<sup>ST</sup>, 2013, FOR THE  
9 SUM OF \$450.00. WOULD YOU ADMIT THAT POLLY THOMPSON PAID  
10 YOU THIS MONEY?

11 A. NO, MA'AM, BECAUSE IT SAYS HERE IT WAS TO HAVE A CHAIR  
12 COVERED AND TO BUY PILLOWS SO IT WASN'T -- IT WASN'T FOR  
13 LABOR TO ME. IT WAS FOR GOODS FOR ISLAND CLUB. IT SAYS  
14 RIGHT THERE, ISLAND CLUB CHAIR AND PILLOWS.

15 Q. TO WHOM WAS THIS CHECK WRITTEN, MA'AM?

16 A. TO ME BECAUSE I HAD THAT WORK PERFORMED FOR US. I HAD  
17 THE CHAIR COVERED FOR HER BECAUSE SHE LOVED THE CHAIR.

18 Q. AND THIS WAS FOR A CHAIR IN THE ISLAND CLUB PROPERTY?

19 A. YES, MA'AM.

20 Q. MADE OUT TO YOU, THE CHECK WAS MADE OUT TO YOU.

21 A. IT SAYS RIGHT THERE, ISLAND CLUB CHAIR AND PILLOWS,  
22 YES, MA'AM.

23 Q. AND THIS IS YOUR SIGNATURE ON THE BACK OF THE CHECK?  
24 YOU CASHED THAT CHECK, DID YOU NOT?

25 A. I SURE DID, TO PAY FOR THE CHAIR.

1 Q. AND HERE IS WHAT APPEARS TO BE A CHECK WRITTEN ON  
2 OCTOBER 7, 2013, FROM CATHY SWICEGOOD TO YOU -- I'M SORRY,  
3 FROM POLLY THOMPSON TO YOU IN THE AMOUNT OF \$2,000.00. YOU  
4 ADMIT THAT POLLY THOMPSON PAID YOU \$2,000.00 ON THAT DATE?

5 A. RIGHT. AND SHE HAS THAT SHE PAID IT ON LOWE'S AND  
6 HOME DEPOT AND SO I HAVE NO REASON TO NOT BELIEVE HER THAT  
7 THAT'S WHAT THAT WAS FOR.

8 Q. THE CHECK WAS WRITTEN TO YOU, MA'AM, IS THAT CORRECT?

9 A. YES.

10 Q. AND THIS IS YOUR SIGNATURE? YOU CASHED IT?

11 A. ABSOLUTELY. I DEPOSITED IT INTO MY BANK.

12 MS. CHAMBERLAIN: I WOULD MOVE TO HAVE THESE  
13 THREE CHECKS INTRODUCED INTO EVIDENCE AS PLAINTIFF'S  
14 EXHIBIT 10.

15 THE COURT: ADMITTED.

16 (PLAINTIFF'S EXHIBIT 10 IN EVIDENCE)

17 Q. ON THE LAKE HARTWELL PROPERTY, THERE WERE NUMEROUS  
18 INDIVIDUALS WHO WERE DOING WORK AT THE PROPERTY, IS THAT  
19 CORRECT?

20 A. YES, MA'AM.

21 Q. AND POLLY THOMPSON PAID ALL OF THOSE INDIVIDUALS, DID  
22 SHE NOT?

23 A. NO, SHE DID NOT. THEY WERE PAID BY THE GENERAL  
24 CONTRACTOR. MITCHELL BRUCE PAID HIS OWN EMPLOYEES. HE WAS  
25 THE GENERAL CONTRACTOR SO HE TOOK CARE OF HIS OWN

1 EMPLOYEES.

2 Q. AND POLLY THOMPSON PAID THE GENERAL CONTRACTOR?

3 A. YES. WELL, SHE -- YES, I GUESS SO, BUT SHE DIDN'T PAY  
4 THE INDIVIDUALS IS WHAT I'M SAYING. SHE PAID HIM AND HE  
5 PAID HIS OWN EMPLOYEES.

6 Q. YOU DIDN'T PAY THE GENERAL CONTRACTOR, DID YOU, MA'AM?

7 A. NO, AND HE DIDN'T PAY ME.

8 Q. MS. SWICEGOOD, I'M GOING TO SHOW YOU WHAT APPEARS TO  
9 BE A CHECK WRITTEN BY POLLY THOMPSON TO YOU ON JULY 16<sup>TH</sup>,  
10 2012, IN THE AMOUNT OF \$5,000.00. IS THAT INDEED A PAYMENT  
11 FROM POLLY THOMPSON TO YOU FOR \$5,000.00?

12 A. FOR THE DOCK AND THE GUY WHO INSTALLED THE DOCK. NOW  
13 AGAIN, SHE PAID ME MONEY TO HANDLE THE AFFAIRS BECAUSE SHE  
14 WAS NOT PRESENT AND THAT WAS MY JOB AND YES, THAT'S EXACTLY  
15 WHAT -- SHE'S GOT IT LISTED THAT THAT'S WHAT IT'S FOR AND  
16 THAT'S WHAT I PAID IT WITH.

17 Q. AND THIS IS A CHECK FROM POLLY THOMPSON TO YOU FOR  
18 \$5,000.00 AND THIS IS YOUR SIGNATURE WHERE YOU CASHED IT?

19 A. YES, MA'AM, IT IS.

20 Q. AND THE REFERENCE LINE SAYS DEPOSIT, DOCK AND OTHER  
21 LABOR, IS THAT CORRECT?

22 A. CORRECT.

23 Q. I'LL SHOW YOU ANOTHER CHECK THAT APPEARS TO BE FROM  
24 POLLY THOMPSON TO YOU ON SEPTEMBER 25<sup>TH</sup>, 2012, IN THE SUM  
25 OF \$3,000.00.

1 A. YES, AND I HAVE NO IDEA WHICH JOB THAT WAS FOR BUT  
2 IT'S LABOR AND MATERIALS.

3 Q. SO THIS CHECK ACTUALLY REFLECTS A PAYMENT POLLY  
4 THOMPSON MADE TO YOU, CATHY SWICEGOOD, IN THE AMOUNT OF  
5 \$3,000.00?

6 A. YES, AND I DID SIGN IT ON THE BACK.

7 Q. AND HERE'S ANOTHER CHECK FROM POLLY THOMPSON TO YOU ON  
8 OCTOBER 26<sup>TH</sup>, 2012, IN THE AMOUNT OF \$1,000.00, IS THAT  
9 CORRECT?

10 A. YES, THAT'S CORRECT.

11 MS. CHAMBERLAIN: I MOVE TO INTRODUCE THESE  
12 THREE CHECKS TOGETHER AS PLAINTIFF'S EXHIBIT 11

13 THE COURT: ALL RIGHT, ANY OBJECTION TO THESE  
14 CHECKS?

15 MR. RECKENBEIL: NO, YOUR HONOR.

16 THE COURT: ALL RIGHT, THANK YOU. ADMITTED.

17 (PLAINTIFF'S EXHIBIT 11 IN EVIDENCE)

18 MS. CHAMBERLAIN: HAVE THESE BEEN MOVED INTO  
19 EVIDENCE?

20 MR. RECKENBEIL: YES, THEY ARE THE LAKE HOUSE.  
21 WE WOULD HAVE THEM ADMITTED INTO EVIDENCE.

22 THE COURT: ALL RIGHT.

23 (DEFENDANT'S EXHIBIT 9 IN EVIDENCE)

24 THE COURT: WHAT ELSE?

25 Q. WHEN YOU MOVED INTO THE LAKE HARTWELL PROPERTY YOU

1 CHANGED THE LOCKS ON THE DOORS, DID YOU NOT?

2 A. YES, MA'AM.

3 Q. AND YOU'VE NOT PROVIDED POLLY THOMPSON WITH A KEY OR  
4 AN ACCESS CODE TO THAT PROPERTY, IS THAT CORRECT?

5 A. CORRECT.

6 Q. AND YOU PUT HER STUFF OUT ON THE PORCH, DIDN'T YOU?

7 A. YES, MA'AM. I DID. ON THE SCREENED-IN DECK THAT'S  
8 COVERED.

9 Q. AND YOU TESTIFIED THAT YOU HAVE BEEN DOWN TO THE ISLAND  
10 CLUB, THE HILTON HEAD PROPERTY, MORE THAN 34 NIGHTS SINCE  
11 YOU AND POLLY SEPARATED, IS THAT CORRECT?

12 A. CORRECT.

13 Q. AND YOU HAVE NOT PAID ANY RENT FOR THAT HILTON HEAD  
14 CONDOMINIUM, HAVE YOU?

15 A. I OWN HALF OF IT. WHY WOULD I PAY RENT? DOES SHE PAY  
16 RENT WHEN SHE GOES?

17 Q. AND YOU HAVE NOT PAID ANY OF THE MORTGAGE PAYMENTS ON  
18 THE ISLAND CLUB PROPERTY SINCE YOU SEPARATED?

19 A. CORRECT.

20 MS. CHAMBERLAIN: BEG THE COURT'S INDULGENCE.

21 THE COURT: YES, MA'AM.

22 MS. CHAMBERLAIN: NO FURTHER QUESTIONS, YOUR  
23 HONOR.

24 THE COURT: WHY DID YOU CHANGE THE LOCKS AT THE  
25 LAKE HARTWELL PROPERTY?

1 THE WITNESS: WHEN I WAS EVICTED, THROUGH OUR  
2 ATTORNEY, I WAS ASKED NOT TO GO BACK TO THE MAULDIN  
3 PROPERTY.

4 THE COURT: I'M ASKING WHY YOU CHANGED THE LOCKS  
5 AT LAKE HARTWELL.

6 THE WITNESS: AND THAT'S WHERE I'M GOING. SHE  
7 WAS ASKED NOT TO COME TO THE LAKE BUT SHE CONTINUED TO COME  
8 TO THE LAKE AND TAKE THINGS FROM THE LAKE PROPERTY.

9 THE COURT: WHO WAS ASKED NOT TO COME TO THE  
10 LAKE?

11 THE WITNESS: POLLY WAS ASKED -- I WAS ASKED NOT  
12 TO GO TO MAULDIN UNTIL THIS WAS SETTLED AND SHE WAS ASKED  
13 NOT TO COME TO THE LAKE.

14 THE COURT: BY WHOM?

15 THE WITNESS: THE ATTORNEYS. BOTH ATTORNEYS  
16 MADE SUGGESTIONS THAT NEITHER OF US --

17 THE COURT: AND THEREFORE, YOU DID NOT GIVE HER  
18 THE NEW COMBINATION OR WHAT NOT?

19 THE WITNESS: CORRECT.

20 THE COURT: OKAY.

21 THE WITNESS: AND I NEVER DID GO BACK TO THE  
22 MAULDIN HOUSE.

23 THE COURT: ALL RIGHT, THANK YOU.

24 MR. RECKENBEIL: ONE QUESTION ALONG THAT LINE,  
25 YOUR HONOR.

1 THE COURT: ONE QUESTION. ALL RIGHT.

2 REDIRECT EXAMINATION

3 BY MR. RECKENBEIL:

4 Q. THE INVOICES THAT MS. CHAMBERLAIN HAS BEEN CROSS  
5 EXAMINING YOU ON, ALONG WITH OTHER PERSONAL ITEMS, WERE  
6 THEY LOCATED IN MAULDIN, THAT YOU WERE UNABLE TO GET?

7 A. IN MY FILE CABINET. IN MY DRAWER OF THE FILE CABINET.

8 Q. AND THE PONTOON THAT YOU ALL OWNED TOGETHER --

9 MS. CHAMBERLAIN: OBJECTION.

10 MR. RECKENBEIL: IT'S AT THE LAKE HOUSE AND HIS  
11 HONOR WAS ASKING HER WHY SHE CHANGED THE LOCKS. THIS IS A  
12 DIRECT QUESTION AS TO THAT.

13 Q. AS A RESULT OF MS. THOMPSON COMING TO THE LAKE HOUSE  
14 TO GET THE PONTOON, DID SHE DAMAGE YOUR PROPERTY GETTING IT  
15 ACROSS?

16 A. YES, SIR. SHE HAD A WRECKER UNDER FALSE PRETENSE COME  
17 OUT AND MOVE MY VAN AND TOLD THE WRECKER DRIVER THAT IT WAS  
18 THEIR VEHICLE AND THAT THEY HAD LOST THE KEY AND THEY MOVED  
19 MY VAN AND EVER SINCE THEN I'VE HAD -- MY BRAKES REALLY  
20 LEAKED SO I HAD TO GO HAVE A NEW MASTER CYLINDER PUT IN MY  
21 VAN.

22 THE COURT: OKAY. THANK YOU.

23 THE WITNESS: SHE TOOK THE BOAT. SHE CUT THE  
24 LOCKS OFF AND TOOK THE BOAT.

25 THE COURT: THANK YOU. ALL RIGHT. ANY FURTHER

1 QUESTIONS OF THIS WITNESS?

2 MS. CHAMBERLAIN: VERY BRIEFLY.

3 RECROSS EXAMINATION

4 BY MS. CHAMBERLAIN:

5 Q. MOVING HER PONTOON BOAT ---

6 A. OUR PONTOON BOAT.

7 Q. THAT WAS IN JULY OF 2014, IS THAT CORRECT?

8 A. YES. YES, THAT IS CORRECT.

9 Q. SO THAT COULD NOT HAVE AFFECTED YOUR CHANGING THE  
10 LOCKS BACK IN JANUARY, COULD IT?

11 A. OKAY. WOULD YOU LIKE FOR ME TO TELL YOU THE OTHER  
12 THINGS THAT SHE CAME DOWN AND TOOK ALSO?

13 THE COURT: NO, MA'AM.

14 THE WITNESS: OKAY. BUT THAT'S WHY. BECAUSE  
15 THINGS WERE TAKEN PRIOR ALSO.

16 THE COURT: YES, MA'AM. THANK YOU VERY MUCH.

17 THE WITNESS: YES, SIR. THANK YOU.

18 THE COURT: ALL RIGHT, ANYTHING ELSE, MR.

19 RECKENBEIL?

20 MR. RECKENBEIL: NO, YOUR HONOR.

21 THE COURT: ANY REDIRECT OR ANYTHING ELSE TO  
22 OFFER?

23 MS. CHAMBERLAIN: NO, YOUR HONOR.

24 THE COURT: ALL RIGHT. NOW, MS. CHAMBERLAIN,  
25 WHAT RELIEF ARE YOU SEEKING ON BEHALF OF YOUR CLIENT?

1 MS. CHAMBERLAIN: I AM SEEKING TO HAVE CATHY  
2 SWICEGOOD PAY THE SUM ---

3 THE COURT: I'M ASKING ABOUT THE PARTITION SUIT.  
4 WHAT RELIEF ARE YOU SEEKING IN THE PARTITION ACTION?

5 MS. CHAMBERLAIN: PARTITION ALONE? YES, YOUR  
6 HONOR. I AM SEEKING THAT CATHY SWICEGOOD RECEIVE -- LET ME  
7 GET MY ACTUAL NUMBERS. I WANT TO GET THE NUMBERS CORRECT,  
8 YOUR HONOR. THE SUM OF \$11,831.00 MINUS THE ---

9 THE COURT: MA'AM, I'M NOT ASKING ABOUT MONETARY  
10 AMOUNTS.

11 MS. CHAMBERLAIN: I'M SORRY, YOUR HONOR.

12 THE COURT: YOU'VE GOT PROPERTY AT LAKE HARTWELL  
13 AND YOU'VE GOT PROPERTY AT HILTON HEAD, CORRECT?

14 MS. CHAMBERLAIN: YES, YOUR HONOR.

15 THE COURT: YOU ARE ASKING A COURT TO PARTITION  
16 THOSE PROPERTIES.

17 MS. CHAMBERLAIN: I BELIEVE MY --

18 THE COURT: SO WHAT RELIEF ARE YOU SEEKING IN  
19 THE PARTITION ACTION?

20 MS. CHAMBERLAIN: I'M ASKING THAT POLLY  
21 THOMPSON, MY CLIENT, BE GRANTED SOLE TITLE TO BOTH  
22 PROPERTIES AND 100 PERCENT OF THE EQUITY IN BOTH  
23 PROPERTIES.

24 THE COURT: WELL, --

25 MS. CHAMBERLAIN: THAT'S BASED ON THE

1 CONTRIBUTIONS OF THE PARTIES, YOUR HONOR.

2 THE COURT: I UNDERSTAND THAT ISSUE. DO YOU  
3 THINK A COURT IN A PARTITION SUIT CAN JUST GRANT TITLE  
4 WITHOUT GOING THROUGH SOME TYPE OF SALE OF THE ASSETS?

5 MS. CHAMBERLAIN: PARTITION BY ALLOTMENT, YOUR  
6 HONOR. THAT SHE IS ENTITLED TO THE ASSETS -- IN LIGHT OF  
7 THE EVIDENCE PRESENTED AND BASED ON HER CONTRIBUTION, SHE  
8 IS ENTITLED TO 100 PERCENT OF BOTH PROPERTIES.

9 THE COURT: BY COURT ORDER?

10 MS. CHAMBERLAIN: YES, SIR.

11 THE COURT: WITHOUT ANY SALE?

12 MS. CHAMBERLAIN: CORRECT. PARTITION BY  
13 ALLOTMENT.

14 THE COURT: PARTITION BY ALLOTMENT. WELL, THERE  
15 IS SUCH A THING. ALL RIGHT, MR. RECKENBEIL, WHAT DO YOU  
16 SAY ABOUT THAT?

17 MR. RECKENBEIL: THAT THE CONSTRUCTIVE TRUST HAS  
18 BEEN SET UP ---

19 THE COURT: I'M SPEAKING OF THE PARTITION.

20 MR. RECKENBEIL: THAT WE ARE ENTITLED TO HALF.

21 THE COURT: SIR?

22 MR. RECKENBEIL: WE ARE ENTITLED TO HALF AND I  
23 THINK WE ARE ENTITLED TO, UNDER THE PARTITION ACTION, THE  
24 RIGHT OF FIRST REFUSAL ONCE A SALE IS ORDERED BY THIS  
25 COURT. AND SO WE OBVIOUSLY RESPECT THE COURT'S POWER AND

1 JURISDICTION AND SO WE WOULD EXERCISE MOST LIKELY THAT  
2 OPTION IF IN FACT WE ARE TOLD AND ORDERED BY A COURT THAT A  
3 SALE WILL BE TAKING PLACE. WE ARE ENTITLED TO THE RIGHT OF  
4 FIRST REFUSAL.

5 THE COURT: MS. CHAMBERLAIN SAYS I CAN JUST  
6 ORDER TITLE TRANSFERRED BY ALLOTMENT.

7 MR. RECKENBEIL: THE FACTS DO NOT DEMONSTRATE  
8 THAT.

9 THE COURT: SIR?

10 MR. RECKENBEIL: THE FACTS DO NOT DEMONSTRATE THAT  
11 THEY'RE ENTITLED.

12 THE COURT: ALL RIGHT.

13 MS. CHAMBERLAIN: YOUR HONOR, IF THE COURT SO  
14 DESIRES I CAN ADDRESS THE ISSUE OF PARTITION BY ALLOTMENT  
15 BEING THE PREFERRED METHOD OF PARTITION IN A CASE SUCH AS  
16 THIS. ACCORDING TO CASE LAW OF COX V FRIERSON, A SUPREME  
17 COURT CASE OF 1994, PARTITION BY ALLOTMENT IS STATUTORILY  
18 PREFERRED OVER THE SALE OF THE PROPERTY.

19 THE COURT: DO YOU HAVE A COPY OF THAT CASE?

20 MS. CHAMBERLAIN: YES, SIR.

21 (COURT READS DOCUMENT)

22 THE COURT: APPARENTLY A PARTITION IN KIND WAS  
23 NOT A POSSIBILITY. THERE WERE A MULTITUDE OF PARTIES IN  
24 THIS CASE, SOME 15 OR 20, AND MAYBE MORE, PLAINTIFFS, AND  
25 FOUR OR FIVE OR SIX DEFENDANTS. THE COURT JUST SAYS IT DID

1 NOT CONSIDER THE OPTION OF PARTITION BY ALLOTMENT, WHICH IS  
2 STATUTORILY PREFERRED, ALONG WITH PARTITION IN KIND OVER A  
3 JUDICIAL SALE. SO THEY SENT IT BACK TO THE LOWER COURT.  
4 IF SUCH REFEREE FINDS PARTITION BY ALLOTMENT CANNOT BE  
5 FAIRLY AND IMPARTIALLY MADE A JUDICIAL SALE MAY BE ORDERED.

6 MS. CHAMBERLAIN: YES, SIR. I'M NOT SUGGESTING,  
7 YOUR HONOR, THE AUTHORITY TO ORDER A SALE. I'M JUST SAYING  
8 THAT PARTITION BY ALLOTMENT WOULD BE PREFERRED.

9 THE COURT: I KNOW. THERE IS ALSO AUTHORITY, AS  
10 YOU KNOW, THAT IN A PARTITION ACTON EITHER PARTY MAY SUBMIT  
11 AN OFFER TO PURCHASE THE INTEREST OF THE OTHER PARTY. NOW  
12 IF THAT'S DONE AND IF THE COURT ACCEPTS AN OFFER FROM ONE  
13 OF THE PARTIES WHICH IS NOT MATCHED BY THE OTHER PARTY,  
14 THEN THE COURT IN THAT CASE MAY ORDER THAT THE SALE CONVEY  
15 TO THE HIGH BIDDER, SUBJECT TO MORTGAGES, ET CETERA. IS  
16 THAT YOUR UNDERSTANDING?

17 MR. RECKENBEIL: YES, SIR, YOUR HONOR.

18 THE COURT: SO I'M GOING TO ALLOW 20 DAYS FOR  
19 THESE PARTIES TO COME UP WITH AN OFFER TO PURCHASE. THE  
20 PLAINTIFF AND DEFENDANT TO COME UP WITH AN OFFER TO  
21 PURCHASE THESE PROPERTIES, SUBJECT TO ANY MORTGAGES, ET  
22 CETERA.

23 NOW THE HIGH BIDDER, IF THERE IS ONE, WOULD  
24 RECEIVE ANY CREDIT THAT THEY MAY BE DUE IN MAINTAINING  
25 THESE PROPERTIES WHICH I HAVE NOT VISITED PREVIOUSLY

1 BECAUSE THE TESTIMONY -- I THINK BOTH PARTIES HAVE  
2 TESTIFIED CANDIDLY ABOUT THE MATTER AND THE ATTORNEYS HAVE  
3 DONE AN EXCELLENT JOB IN PRESENTING THE CASE WHICH BECAME  
4 COMPLICATED SOMETIME PERHAPS IN 2013 OR 2014.

5 ANYWAY, EACH OF THE PARTIES EXPRESSED THE  
6 INTEREST THAT THEY HAVE CONTRIBUTED TO THESE PROPERTIES,  
7 BOTH IN TERMS OF MORTGAGE PAYMENTS OR WORK DONE BY DESIGN  
8 OF PARTICULARLY THE LAKE HARTWELL PROPERTY AND THE  
9 EXPERTISE THAT MS. SWICEGOOD IN THIS CASE CONTRIBUTED TO  
10 IT, ET CETERA.

11 ON THE OTHER HAND, THE PETITIONER THOMPSON  
12 TESTIFIED, APPARENTLY WITHOUT CONTRADICTION, AS TO THE  
13 MORTGAGE PAYMENTS SHE'S MADE AND THE OTHER ITEMS OF ACTUAL  
14 EXPENSE CONNECTED WITH THE PROPERTIES.

15 ANYWAY, I'M GOING TO ALLOW 20 DAYS FOR EITHER  
16 PARTY TO SUBMIT A REASONABLE OFFER.

17 NOW I BELIEVE IN SOME OF YOUR EXHIBITS YOU HAVE  
18 SOME APPRAISAL OR SOME ESTIMATE OF VALUE OF THE HILTON HEAD  
19 PROPERTY. AS I RECALL IT WAS SOME \$389,000.00 OR SOME SUCH  
20 FIGURE.

21 MS. CHAMBERLAIN: YES, YOUR HONOR.

22 THE COURT: SOME FIGURE THAT Y'ALL APPARENTLY  
23 AGREE ON.

24 MR. RECKENBEIL: YES, SIR.

25 THE COURT: I BELIEVE THERE WAS AN APPRAISAL

1 DONE ON THE LAKE HARTWELL PROPERTY FOR THE PURPOSE OF  
2 GETTING THAT LOAN.

3 MS. CHAMBERLAIN: YES, IT WAS DONE ON PART OF THE  
4 PROPERTY.

5 THE COURT: PART OF THE PROPERTY?

6 MS. CHAMBERLAIN: AND WE HAVE A VALUE OF THE  
7 LAKE HARTWELL PROPERTY IN ITS ENTIRETY IN THE EXHIBITS.

8 THE COURT: OKAY. MAYBE THAT'S WHAT I SAW.  
9 I'LL WANT THE ATTORNEYS TO SET OUT THE -- GIVE ME SOMETHING  
10 TO BASE WHETHER OR NOT IT'S A REASONABLE OFFER. IN OTHER  
11 WORDS, I DON'T WANT AN OFFER FOR \$100 BUT SOME OFFER BASED  
12 ON A REASONABLE AMOUNT.

13 ALL RIGHT, THERE WILL STILL BE A QUESTION TO BE  
14 DECIDED ABOUT THE INTEREST EACH OF THE PARTIES MAY HAVE IN  
15 THESE PROPERTIES IN VIEW OF WHAT THEY'VE TESTIFIED TO. I'M  
16 NOT GOING TO DO THAT AT THIS TIME. LET'S FIND OUT WHAT  
17 SORT OF OFFERS WE GET FIRST.

18 NOW, IF WE CAN'T GET AN OFFER, WHAT'S CALLED A  
19 FAIR MARKET VALUE OFFER, I'M GOING TO ORDER IT SOLD. IT  
20 WILL THEN BE SOLD TO A HIGH BIDDER AT PUBLIC SALE UNLESS  
21 Y'ALL ARE EXPECTING A PRIVATE SALE. I DON'T MIND GIVING A  
22 REASONABLE TIME FOR A PRIVATE SALE BUT NO MORE THAN MAYBE  
23 SIX MONTHS. IF I DO THAT THE PARTIES ARE GOING TO HAVE TO  
24 AGREE TO A SALE PRICE IF YOU DO A PRIVATE SALE. Y'ALL CAN  
25 TALK ABOUT THAT. IF YOU WANT TO TRY THAT I HAVE NO PROBLEM

1 BUT I'M NOT GOING TO EXTEND IT INDEFINITELY. IF YOU DON'T  
2 WANT TO PURSUE A PRIVATE SALE THAT'S FINE. I'LL ORDER A  
3 PUBLIC SALE.

4 NOW THE SITE OF THE SALE WILL BE OCONEE COUNTY.  
5 OF COURSE, THE HARTWELL PROPERTY IS IN OCONEE COUNTY. THE  
6 HILTON HEAD PROPERTY, DUE TO THE JOINING OF THE PROPERTIES  
7 IN THIS CASE, BOTH PROPERTIES IN THIS ACTION WILL ALSO BE  
8 SOLD IN OCONEE COUNTY.

9 IT WOULD ALSO BE POSSIBLE TO TRANSFER THE  
10 PLEADINGS IN THIS CASE AND WHATEVER ORDER MAY BE ISSUED TO  
11 HILTON HEAD OR BEAUFORT COUNTY. IF A RECORD IS ESTABLISHED  
12 IN BEAUFORT COUNTY THE COURT COULD ORDER THE HILTON HEAD  
13 PROPERTY SOLD IN BEAUFORT COUNTY WHICH WOULD PROBABLY BE  
14 PREFERABLE BUT THAT'S SOMETHING I'LL JUST THROW OUT. I'VE  
15 HAD SALES IN MULTIPLE COUNTIES WHERE THEY ARE ALL SOLD AT  
16 THE SAME LOCATION. ON SOME I'VE BEEN ABLE TO SEPARATE THE  
17 SALE SO THAT IF THE PROPERTY IS LOCATED IN GREENVILLE OR  
18 SPARTANBURG, I'VE ORDERED THE PROPERTIES SOLD THERE.  
19 THAT'S SOMETHING ELSE FOR YOU SHARP LAWYERS TO CONSIDER.

20 THANK YOU AGAIN. I WANT TO THANK THE ATTORNEYS  
21 AND PARTIES. AS I SAID EARLIER, I BELIEVE THE PARTIES HAVE  
22 BEEN VERY CANDID WITH THE COURT. THEY APPARENTLY  
23 ACCOMPLISHED A GOOD BIT TOGETHER AND PERHAPS IT'S TIME TO  
24 MOVE ON AND WE'LL ATTEMPT TO DO THAT. THANK YOU VERY MUCH.

25 MS. CHAMBERLAIN: EXCUSE ME, YOUR HONOR. YOU

1 DID NOT RULE ON THE PETITIONER'S CASE FOR OUSTER. YOU DID  
2 NOT RULE ON OUR CASE FOR OUSTER.

3 THE COURT: FOR WHAT?

4 MS. CHAMBERLAIN: ONE OF OUR CAUSES OF ACTION IS  
5 FOR OUSTER, YOUR HONOR, AND YOU DID NOT RULE ON THE  
6 PETITIONER'S CASE FOR OUSTER.

7 THE COURT: THAT PERTAINS TO THE LAKE HARTWELL  
8 PROPERTY?

9 MS. CHAMBERLAIN: YES, SIR.

10 THE COURT: WELL, I KNOW AT THIS POINT SHE HAS  
11 PREVENTED YOUR CLIENT FROM ENTERING UP THERE. SHE SAID SHE  
12 DID IT BECAUSE SHE WAS LOCKED OUT OF HER PLACE SOMEWHERE  
13 ELSE. I'M GOING TO LET HER REMAIN THERE FOR NOW. I'M NOT  
14 GOING TO PUT HER OUT IN THE STREET. I'LL LET HER REMAIN  
15 THERE FOR NOW.

16 MS. CHAMBERLAIN: HOW ABOUT THE DAMAGES ON  
17 OUSTER, YOUR HONOR?

18 THE COURT: I'M NOT GOING INTO THAT.

19 MS. CHAMBERLAIN: I JUST WANTED TO UNDERSTAND  
20 THE COURT'S RULING, YOUR HONOR. I'M NOT TRYING TO BE  
21 DIFFICULT. I'M JUST TRYING TO UNDERSTAND YOUR RULING.

22 THE COURT: I DON'T FIND ANY DAMAGES YET OTHER  
23 THAN -- IF SHE HASN'T DONE ANY DAMAGE TO THE REAL ESTATE.

24 MS. CHAMBERLAIN: IF I CAN DRAW THE COURT'S  
25 ATTENTION TO ---

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THE COURT: NO, MA'AM. I'M NOT GOING TO  
CONSIDER ANY DAMAGES OR WHETHER OR NOT SHE SHOULD BE  
REMOVED FROM THIS PROPERTY. OKAY?

MS. CHAMBERLAIN: YES, YOUR HONOR.

MR. RECKENBEIL: THANK YOU, YOUR HONOR. THANK  
YOU VERY MUCH.

THE COURT: ALL RIGHT, THAT'S ALL.

END OF HEARING.

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STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )

C E R T I F I C A T E

I, KAREN T. SENN, CERTIFIED COURT REPORTER FOR  
THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE  
FOREGOING PAGES CONSTITUTE A TRUE, ACCURATE AND COMPLETE  
TRANSCRIPT OF THE HEARING HELD BEFORE THE HONORABLE ELLIS  
B. DREW, JR., MASTER IN EQUITY FOR THE TENTH JUDICIAL  
CIRCUIT ON MARCH 16, 2015 IN CASE 2014-CP-37-00143 ENTITLED  
POLLY THOMPSON VERSUS CATHY SWICEGOOD.

Karen T. Senn

ANDERSON, SOUTH CAROLINA  
NOVEMBER 6, 2015

STATE OF SOUTH CAROLINA )  
 ) IN THE COURT OF COMMON PLEAS  
COUNTY OF OCONEE )

**ORIGINAL**

POLLY THOMPSON, )

PETITIONER, )

VS )

2014-CP-37-00143

CATHY SWICEGOOD, )

RESPONDENT. )

ANDERSON SC  
MAY 21, 2015

TRANSCRIPT OF TESTIMONY

BEFORE THE HONORABLE ELLIS B. DREW, JR.  
MASTER IN EQUITY FOR THE TENTH JUDICIAL CIRCUIT

APPEARANCES

FOR PETITIONER: MARGARET A. CHAMBERLAIN, ESQ.  
CHAMBERLAIN LAW FIRM, LLC  
600 PETTIGRU STREET  
GREENVILLE, SC 29

FOR RESPONDENT: JOHN G. RECKENBEIL, ESQ.  
ATTORNEY AT LAW  
PO BOX 1633  
SPARTANBURG, SC 29304

COURT REPORTER: KAREN T. SENN  
CIRCUIT COURT REPORTER  
PO BOX 8002  
ANDERSON, SC 29622  
864-260-4052

I N D E X

WITNESSES:

DIRECT CROSS REDIRECT RECROSS

NONE

EXHIBITS

FOR PLAINTIFFS:

IN EVD.

NONE

FOR DEFENDANTS:

NONE

1 THE COURT: THIS IS CASE 2014-CP-37-143 ENTITLED  
2 POLLY THOMPSON VERSUS CATHY SWICEGOOD.

3 I FIRST WANT THE ATTORNEYS TO STATE THEIR OFFERS  
4 TO PURCHASE THESE TWO PROPERTIES FOR THE RECORD.

5 MARGARET CHAMBERLAIN REPRESENTS THE PLAINTIFF AND  
6 JOHN RECKENBEIL REPRESENTS THE DEFENDANT.

7 ALL RIGHT, MS. CHAMBERLAIN.

8 MS. CHAMBERLAIN: THANK YOU, YOUR HONOR. MAY IT  
9 PLEASE THE COURT, THE PETITIONER POLLY THOMPSON MAKES THE  
10 FOLLOWING OFFER TO PURCHASE THE ISLAND CLUB PROPERTY WHICH  
11 IS THE HILTON HEAD CONDOMINIUM. POLLY THOMPSON OFFERS TO  
12 PURCHASE THIS PROPERTY FOR THE AMOUNT OF \$275,100.57. THE  
13 FIRST \$269,100.57 OF THIS OFFER SATISFIES THE MORTGAGE.  
14 BECAUSE THE NOTE ON THE PROPERTY IS IN POLLY THOMPSON'S  
15 NAME ALONE THERE IS NO NEED FOR MS. THOMPSON TO PAY OFF THE  
16 DEBT. SHE WILL SIMPLY CONTINUE TO MAKE PAYMENTS AND SHALL  
17 BE SOLELY RESPONSIBLE FOR THIS DEBT. THE REMAINING  
18 \$6,000.00 SHALL BE DIVIDED BETWEEN THE PARTIES, IN THE  
19 PERCENTAGES WHICH YOUR HONOR DEEMS APPROPRIATE AND  
20 EQUITABLE IN LIGHT OF THE CONTRIBUTION OF EACH PARTY.

21 AS FOR THE LAKE HARTWELL HOME, THE WESTMINSTER  
22 PROPERTY, POLLY THOMPSON OFFERS TO PURCHASE THIS PROPERTY  
23 FOR THE AMOUNT OF \$188,407.75. THE FIRST \$143,407.75 OF  
24 THIS OFFER WOULD GO TO SATISFY THE MORTGAGE. BECAUSE THE  
25 NOTE ON THE PROPERTY IS IN POLLY THOMPSON'S NAME ALONE

1       THERE IS NO NEED FOR MS. THOMPSON TO PAY OFF THIS DEBT.  
2       SHE WILL SIMPLY CONTINUE TO MAKE PAYMENTS AND SHALL BE  
3       SOLELY RESPONSIBLE FOR THE DEBT. THE REMAINING \$45,000.00  
4       WOULD BE DIVIDED BETWEEN THE PARTIES, IN PERCENTAGES WHICH  
5       YOUR HONOR DEEMS APPROPRIATE AND EQUITABLE IN LIGHT OF THE  
6       CONTRIBUTIONS OF EACH PARTY.

7               THIS OFFER TO PURCHASE THE PROPERTY DOES NOT  
8       CONSIDER CATHY SWICEGOOD'S OUSTER OF POLLY THOMPSON SINCE  
9       JANUARY, 2014 OR POLLY THOMPSON'S ATTORNEY FEES.

10              THE COURT:    THANK YOU.   MR. RECKENBEIL?

11              MR. RECKENBEIL:    THANK YOU, YOUR HONOR.   MAY IT  
12       PLEASE THE COURT, YOUR HONOR, JOHN RECKENBEIL FOR CATHY  
13       SWICEGOOD. CATHY SWICEGOOD HAS OFFERED TO DEED OVER HER  
14       INTEREST IN THE HILTON HEAD PROPERTY TO MS. THOMPSON, WITH  
15       MS. THOMPSON DEEDING OVER THE INTEREST OF THE WESTMINSTER  
16       PROPERTY TO MS. SWICEGOOD. UNDERSTANDING THE FACT THAT THE  
17       FAIR MARKET VALUE OF HILTON HEAD IS \$389,700.00 AND THE  
18       FAIR MARKET OF WESTMINSTER LAKE HOUSE IS \$211,150.00.  
19       THOSE ARE THE NUMBERS THAT WERE GIVEN IN THE PRIOR COURT  
20       PROCEEDINGS BY THE PLAINTIFF. WHAT WE DEEM FAIR AND  
21       EQUITABLE WOULD BE A BALANCE OF EQUITY THAT IS MORE IN THE  
22       HILTON HEAD HOUSE, THAT AMOUNT OF EQUITY THAT THE COURT  
23       DETERMINES, SHOULD BE CREDITED TOWARD MY CLIENT IN AN  
24       AMOUNT THAT THE COURT DEEMS APPROPRIATE.

25              THE COURT:    YOU'VE MADE NO OFFER OR YOUR CLIENT

1 MADE NO OFFER ON THE HILTON HEAD PROPERTY.

2 MR. RECKENBEIL: IT WOULD JUST BE UNREALISTIC,  
3 YOUR HONOR.

4 THE COURT: SIR?

5 MR. RECKENBEIL: IT WOULD JUST BE UNREALISTIC.

6 THE COURT: DID YOU MAKE AN OFFER -- WHAT WAS  
7 HER OFFER ON THE LAKE HARTWELL PROPERTY?

8 MR. RECKENBEIL: WE HAVE SAID THAT WE WOULD  
9 PURCHASE FOR THE PRICE OF \$175,000.00.

10 THE COURT: ALL RIGHT, THANK YOU. ALL RIGHT, IT  
11 APPEARS THAT THE PLAINTIFF IN THE CASE, POLLY THOMPSON,  
12 MADE THE HIGHEST OFFER ON BOTH PROPERTIES. SHE WILL BE  
13 ENTITLED TO BOTH PROPERTIES.

14 NOW THERE IS \$6,000.00 LEFT TO DIVIDE ON THE  
15 HILTON HEAD PROPERTY. APPARENTLY \$45,000.00 TO BE DIVIDED  
16 ALSO BETWEEN THE PARTIES.

17 MS. CHAMBERLAIN, AGAIN I'LL LET YOU STATE -- IF  
18 YOU HAVE A COPY -- AS I RECALL, EACH OF YOU SUBMITTED  
19 COPIES OF YOUR REQUESTED EXPENSES, ET CETERA.

20 MS. CHAMBERLAIN: YES, SIR.

21 THE COURT: THEY HAVE BEEN MARKED AS EXHIBITS.  
22 THOSE EXHIBITS HAVE BEEN TRANSFERRED TO OCONEE COUNTY. DO  
23 YOU HAVE OTHER COPIES OF THAT?

24 MS. CHAMBERLAIN: YES, SIR, I BELIEVE I DO.

25 THE COURT: ALL RIGHT. I'LL LET YOU SUBMIT YOUR

1 EXPENSES -- IF YOU CAN HAND ME A COPY, PLEASE -- AND IF  
2 YOU'LL REVIEW FOR ME YOUR CLIENT'S CLAIMED INTEREST IN THE  
3 EQUITY.

4 (MS. CHAMBERLAIN HANDS DOCUMENT TO THE COURT)

5 MS. CHAMBERLAIN: YES, YOUR HONOR. MAY I HAVE A  
6 BRIEF MOMENT TO LOCATE THAT?

7 (OFF THE RECORD)

8 THE COURT: ALL RIGHT. MR. RECKENBEIL, I'M  
9 GOING TO ASK YOU FOR THE SAME DOCUMENT IF YOU HAVE A COPY.

10 MR. RECKENBEIL: WHICH ONE, YOUR HONOR?

11 THE COURT: THE ONE WITH YOUR CLIENT'S CLAIMED  
12 INTEREST AND EXPENSES. I JUST NEED A COPY OF IT.

13 MR. RECKENBEIL: YES, YOUR HONOR, I THINK ---

14 THE COURT: SIR?

15 MR. RECKENBEIL: YES, YOUR HONOR. I THINK IN  
16 FAIR AND REASONABLE LITIGATION I DON'T BELIEVE -- THERE'S  
17 NO STATUTE IN THIS STATE THAT SAYS -- WE ARE NOT LIKE  
18 ENGLAND OR FRANCE WHERE ---

19 THE COURT: I DON'T UNDERSTAND.

20 MR. RECKENBEIL: WE ARE NOT SUBMITTING -- WE  
21 DON'T THINK THAT WE'RE ENTITLED TO ATTORNEY'S FEES IN  
22 LITIGATION BUT OF COURSE THE COSTS ---

23 THE COURT: I'M NOT TALKING ABOUT ATTORNEY FEES.  
24 DIDN'T YOUR CLIENT CLAIM SOME INTEREST IN THE EXCESS  
25 PROCEEDS?

1 MR. RECKENBEIL: WE DID, BUT WE SUBMITTED THAT  
2 PERCENTAGE THAT WE BELIEVE SHE'S ENTITLED TO AND I DON'T  
3 BELIEVE THAT I ---

4 THE COURT: DO YOU HAVE A COPY OF THAT?

5 MR. RECKENBEIL: I DON'T THINK I DO, YOUR HONOR.  
6 AT THIS POINT IN TIME -- I DIDN'T BRING IT WITH ME BECAUSE  
7 I'VE GOT TWO OTHER CASES IN THIS CASE AT MY OFFICE AND I  
8 DIDN'T BRING THAT.

9 MS. CHAMBERLAIN: YOUR HONOR, WE HAVE A COPY OF  
10 EVERYTHING MR. RECKENBEIL PREVIOUSLY PROVIDED THE COURT.

11 THE COURT: ALL RIGHT.

12 MS. CHAMBERLAIN: I'M SO SORRY I CAN'T BREAK IT  
13 DOWN. SOME OF THIS WAS ADMITTED INTO EVIDENCE AND SOME OF  
14 IT WAS EXCLUDED BUT THIS IS WHAT MR. RECKENBEIL PREVIOUSLY  
15 PROVIDED TO ME.

16 THE COURT: ALL RIGHT. I'LL GET TO THAT IN A  
17 MINUTE. MS. CHAMBERLAIN, REVIEW FOR THE RECORD BRIEFLY THE  
18 FINANCIAL BREAKDOWN AS TO THE SHEFFIELD DRIVE PROPERTY.  
19 THAT'S THE WESTMINSTER PROPERTY?

20 MS. CHAMBERLAIN: YES, YOUR HONOR.

21 THE COURT: AND IS THAT IN FOXWOOD HILLS?

22 MS. CHAMBERLAIN: YES, SIR, IT IS.

23 THE COURT: I SEE SOMETHING IN HERE ABOUT THAT.  
24 OKAY. GO AHEAD.

25 MS. CHAMBERLAIN: YOUR HONOR, MY CLIENT HAS PAID

1 A TOTAL OF \$129,838.00 IN EXPENSES ON THIS PROPERTY SINCE  
2 THE PROPERTY WAS PURCHASED. CATHY SWICEGOOD HAS PAID A  
3 TOTAL OF \$22,000.00. NOW THIS DOES NOT ADDRESS, OF COURSE,  
4 THE OUSTAGE. THE ONLY THING THAT CATHY SWICEGOOD HAS  
5 CONTRIBUTED TO THAT PROPERTY HAS BEEN A \$22,000.00 CHECK  
6 THAT WAS PROVIDED AT THE TIME OF PURCHASE. MY CLIENT HAS  
7 PAID ALL THE HOMEOWNER'S ASSOCIATION DUES AND ALL THE  
8 MORTGAGE PAYMENTS. WOULD YOU LIKE ME TO ADDRESS THE HILTON  
9 HEAD ISLAND PROPERTY?

10 THE COURT: YES, MA'AM.

11 MS. CHAMBERLAIN: THAT'S EASY. MY CLIENT HAS  
12 PAID EVERYTHING, EVERY DIME. SHE HAS PAID A TOTAL OF  
13 \$142,000.00 AND CATHY SWICEGOOD HAS PAID NOTHING. MY  
14 CLIENT HAS PAID ALL OF THE CONDO ASSOCIATION FEES, ALL THE  
15 MORTGAGE PAYMENTS, ALL THE POWER BILLS AND EVERYTHING.  
16 CATHY SWICEGOOD HAS PREVENTED THE RENTAL OF THIS PROPERTY  
17 ON NUMEROUS OCCASIONS, INCLUDING THIS COMING MEMORIAL DAY  
18 WEEKEND FOR TWO WEEKS.

19 THE COURT: SAY AGAIN?

20 MS. CHAMBERLAIN: CATHY SWICEGOOD HAS BOOKED THE  
21 CONDOMINIUM AT THE BEACH FOR TWO WEEKS, STARTING THIS  
22 MEMORIAL DAY WEEKEND. NOT ONLY IS SHE NOT CONTRIBUTING TO  
23 THIS CONDOMINIUM, SHE IS PREVENTING THE RENTAL OF IT OVER A  
24 PEAK WEEKEND, A PEAK TIME.

25 THE COURT: ALL RIGHT. MR. RECKENBEIL, DID THEY

1 HAVE A COPY OF YOUR ---

2 MS. CHAMBERLAIN: YES, SIR. IT WAS PROVIDED AT  
3 THE LAST HEARING.

4 THE COURT: ALL RIGHT. DO YOU HAVE A COPY OF  
5 THAT?

6 MR. RECKENBEIL: YOUR HONOR, WE RELY ON MS.  
7 CHAMBERLAIN'S ASSERTION THAT THERE WAS A \$22,000.00 EXHIBIT  
8 THAT WE PROVIDED TO THE COURT BUT, OF COURSE, WE REST ON  
9 OUR OBJECTIONS IN THE SENSE THAT THERE IS NO WAY THAT WE  
10 CAN HAVE AN ARGUMENT BEING MADE BY THE PLAINTIFF OF SAYING  
11 MY CLIENT DIDN'T PAY ANYTHING BECAUSE THESE OLD PROPERTIES  
12 WERE ROLLED OVER. AND SO THERE IS SIGNIFICANT FINANCIAL  
13 CONTRIBUTIONS BY MY CLIENT. WE JUST REST ON OUR OBJECTION.  
14 THERE REALLY IS NO REASON FOR US TO COME UP WITH THESE  
15 DOCUMENTS SHOWING THAT SHE PAID \$22,000.00.

16 THE COURT: I UNDERSTAND THAT BUT AS I RECALL  
17 YOUR CLIENT CLAIMED, FOR WANT OF A BETTER LEGAL TERM, SWEAT  
18 EQUITY.

19 MR. RECKENBEIL: YES.

20 THE COURT: SHE PROVIDED APPARENTLY SOME ---

21 MR. RECKENBEIL: SHE BUILT THE HOME.

22 THE COURT: --- DECORATIONS OR WHAT NOT.

23 MR. RECKENBEIL: SHE BUILT THE HOME. SHE WAS  
24 THE GENERAL CONTRACTOR.

25 THE COURT: SIR?

1 MR. RECKENBEIL: SO ---

2 THE COURT: SHE BUILT THE HOME WITH MS.  
3 THOMPSON'S MONEY.

4 MR. RECKENBEIL: YES, SIR.

5 THE COURT: BUT AS I RECALL, SHE CONTRIBUTED  
6 SOMETHING TO THE INTERIOR; DECORATIONS AND FURNISHINGS?

7 MR. RECKENBEIL: YES, SIR, YOUR HONOR. THERE  
8 WERE BILLS THAT WE SUBMITTED TO THE COURT THAT WERE  
9 EXHIBITS. WE WILL REST ON THOSE. I DON'T HAVE COPIES BUT  
10 WE WILL ALSO SAY THERE WAS A SALE OF A LOG CABIN AND THAT  
11 MONEY WAS ROLLED INTO THIS. THERE WAS THE JOINING OF  
12 PROPERTY, OF TWO LOTS TO COME UP WITH THE BUILDING ---

13 MS. CHAMBERLAIN: THESE WERE EXCLUDED. ALL THIS  
14 WAS EXCLUDED AT THE TRIAL OF THE CASE, YOUR HONOR.

15 MR. RECKENBEIL: YOUR HONOR, WE REST ON OUR  
16 OBJECTION. WE FEEL CONFIDENT THAT WE'RE -- WE'RE JUST  
17 GOING TO REST ON OUR OBJECTION.

18 MS. CHAMBERLAIN: YOUR HONOR, AT TRIAL WE  
19 SUBMITTED NUMEROUS COPIES OF CHECKS SHOWING THAT MY CLIENT,  
20 POLLY THOMPSON, PAID CATHY SWICEGOOD FOR HER LABOR AND HER  
21 MATERIALS ON THE PROPERTY.

22 THE COURT: THERE IS OBVIOUSLY A BIG DIFFERENCE  
23 IN THE MONETARY RESOURCES OF THE PARTIES. THE PLAINTIFF IN  
24 THE CASE MADE THE PRIMARY FINANCIAL CONTRIBUTIONS. I DON'T  
25 THINK THERE IS ANY QUESTION ABOUT THAT. SHE SUBMITTED,

1 THROUGH HER ATTORNEY, AN EXTENSIVE LIST OF THESE  
2 CONTRIBUTIONS.

3 ON THE HILTON HEAD PROPERTY SHE CLAIMED A TOTAL  
4 AMOUNT PAID BY POLLY THOMPSON, THE PLAINTIFF, \$164,000.00.  
5 SHE ALSO GAVE CREDIT OR MINUS TOTAL RENTAL INCOME OF  
6 \$22,000.00.

7 ON THE SHEFFIELD DRIVE PROPERTY, WHICH APPARENTLY  
8 IS THE LAKE HARTWELL PROPERTY, THE DEFENDANT WAS  
9 ACKNOWLEDGED TO HAVE PAID \$22,000.00, AMOUNT PAID AT  
10 CLOSING. THE TOTAL AMOUNT PAID TO DATE, HOWEVER, BY THE  
11 PLAINTIFF IN THE CASE IS LISTED AS \$129,838.70, PLUS SOME  
12 OTHER ITEMS PAID SINCE JANUARY OF 2014.

13 THE COURT REALIZES THAT SOME CONTRIBUTIONS  
14 TOWARDS THE DESIGN PERHAPS OF ONE OF THE PROPERTIES AND THE  
15 INTERIOR DECORATING AND WHAT NOT, HOWEVER, THE FUNDS FOR  
16 THE CONSTRUCTION AND APPARENTLY ANY FUNDS USED IN THE  
17 INTERIOR DECORATING PORTION, WHICH THE DEFENDANT  
18 SUPERVISED, WERE PAID BY THE PLAINTIFF.

19 I HAD HOPED SOME AGREEMENT COULD BE REACHED AS TO  
20 DIVISION OF THE PROCEEDS, HOWEVER, THAT DOESN'T APPEAR TO  
21 BE POSSIBLE.

22 THEREFORE, I FIND THAT THE PLAINTIFF IN THE CASE,  
23 POLLY THOMPSON, IS ENTITLED TO OWNERSHIP OF THE HILTON HEAD  
24 CONDOMINIUM AND THE LAKE HARTWELL HOME. SHE IS ALSO  
25 ENTITLED TO THE EQUITIES LEFT, \$6,000.00 LEFT AS TO THE

1 HILTON HEAD CONDO AND \$45,000.00 LEFT AS TO THE LAKE  
2 HARTWELL HOME TO REIMBURSE HER FOR HER ADVANCES AND  
3 ITEMIZED EXPENSES.

4 ANYTHING FURTHER?

5 MS. CHAMBERLAIN: YOUR HONOR, TWO MATTERS OR  
6 THREE MATTERS. FIRST OF ALL, ON THE ISSUE OF OUSTER, ARE  
7 THERE ANY DAMAGES AWARDED TO OUR CLIENT FOR ---

8 THE COURT: WHAT DAMAGES WOULD YOU CLAIM?

9 MS. CHAMBERLAIN: MY CLIENT HAS HAD TOTAL LACK  
10 OF ACCESS ---

11 THE COURT: YOU TOLD ME THAT BUT WHAT DAMAGES?  
12 THE PROPERTY WAS OCCUPIED BY THE DEFENDANT, I UNDERSTAND  
13 THAT.

14 MS. CHAMBERLAIN: YES, YOUR HONOR.

15 THE COURT: NO, NO DAMAGES FOR THAT.

16 MS. CHAMBERLAIN: THE ISSUE OF ATTORNEY FEES.  
17 IS THE COURT GOING TO AWARD ANY ATTORNEY FEES?

18 THE COURT: THIS IS CONSIDERED, AS I SAID, A  
19 PARTITION ACTION. THE SUCCESSFUL ATTORNEYS IN A PARTITION  
20 ACTION MAY BE ENTITLED TO ATTORNEY FEES. WHAT FEES DO YOU  
21 CLAIM?

22 MS. CHAMBERLAIN: I SUBMITTED AT THE LAST  
23 HEARING AN AFFIDAVIT OF FEES AND COSTS AND THAT WAS JUST AS  
24 OF THE LAST HEARING A TOTAL OF \$35,600.00.

25 THE COURT: WHAT ELSE?

1 MS. CHAMBERLAIN: THE OTHER ISSUE IS MY CLIENT  
2 NEEDS IMMEDIATE ACCESS TO BOTH PROPERTIES. WE NEED THE  
3 KEYS AND MOST IMPORTANTLY, CATHY SWICEGOOD HAS BOOKED THE  
4 CONDOMINIUM AT THE BEACH. WE NEED HER TO CANCEL THAT  
5 BOOKING IMMEDIATELY. WE NEED THE KEYS AND WE NEED  
6 IMMEDIATE ACCESS TO THE LAKE HARTWELL HOME.

7 THE COURT: THAT'S NEXT MONDAY. IS IT MEMORIAL  
8 DAY WEEKEND YOU'RE TALKING ABOUT?

9 MS. CHAMBERLAIN: SHE HAS IT AS OF THE 25<sup>TH</sup>, I  
10 BELIEVE. SHE'S BOOKED IT FROM MAY 12<sup>TH</sup> TO MAY 25<sup>TH</sup>, YOUR  
11 HONOR. SHE'S IN IT NOW. SHE'S NOT ONLY PREVENTING RENTAL  
12 INCOME, SHE'S PREVENTING MY CLIENT FROM HAVING ACCESS TO  
13 IT.

14 THE COURT: WELL, IF SHE LEASED IT THEN ISN'T  
15 SOMEBODY GOING TO PAY FOR IT?

16 MS. CHAMBERLAIN: NO, SIR. SHE'S BOOKED IT FOR  
17 HER USE.

18 THE COURT: ALL RIGHT.

19 MS. CHAMBERLAIN: SO WE'D ASK FOR IMMEDIATE  
20 ACCESS TO BOTH PROPERTIES. WE WANT HER TO HAND OVER THE  
21 KEYS IMMEDIATELY.

22 MR. RECKENBEIL: SHE'S GOING TO BE HOMELESS.

23 THE COURT: SIR?

24 MR. RECKENBEIL: SHE IS GOING TO BE HOMELESS AND  
25 I'M JUST WAITING BECAUSE I'D LIKE MY CHANCE TO STATE MY

1 POSITION.

2 THE COURT: ALL RIGHT, WE'LL GET TO YOU IN JUST  
3 A MINUTE.

4 MR. RECKENBEIL: I'LL BE BRIEF. I WAS TRYING TO  
5 GIVE THEM THE OPPORTUNITY TO PRESENT THEIR CASE.

6 THE COURT: ALL RIGHT. THE PLAINTIFF WILL BE  
7 ENTITLED TO IMMEDIATE POSSESSION OF THE LAKE HARTWELL HOME.  
8 YOUR CLIENT NOW IS AT HILTON HEAD?

9 MR. RECKENBEIL: SHE'S IN THE LAKE HARTWELL  
10 HOME, YOUR HONOR. SHE'S AT LAKE HARTWELL. THAT'S WHERE  
11 SHE RESIDES. SHE HAS THE HILTON HEAD HOUSE ---

12 THE COURT: I UNDERSTAND SHE WAS GOING TO STAY  
13 AT THE HILTON HEAD HOUSE FOR THE NEXT SEVERAL DAYS.

14 MR. RECKENBEIL: HER RESIDENCE HAS BEEN THE LAKE  
15 HARTWELL HOUSE.

16 THE COURT: I UNDERSTAND THAT BUT IS SHE GOING  
17 TO TAKE POSSESSION OR GO TO HILTON HEAD AND LIVE IN THE  
18 CONDO OVER THIS PERIOD OF TIME?

19 MR. RECKENBEIL: NO, SIR. NOT IN LIGHT OF THIS  
20 RULING, NO. IT'S A VACATION HOME. IT'S THE HILTON HEAD  
21 HOUSE THAT BOTH WERE USING.

22 THE COURT: BOOKED BY WHO?

23 MR. RECKENBEIL: MS. THOMPSON AND MS. SWICEGOOD  
24 WHEN THEY WERE TOGETHER. THEY WERE USING THAT AS A  
25 VACATION HOME. AT THIS POINT IN TIME, OBVIOUSLY A DECISION

1 HAS TO BE MADE AS TO WHAT WE'RE GOING TO DO WITH CATHY  
2 SINCE SHE'S GOT NO HOME. SO WE'LL HAVE TO MOVE HER OUT  
3 SOMEWHERE.

4 THE COURT: ALL RIGHT.

5 MR. RECKENBEIL: AND SO I WOULD RESPECTFULLY  
6 REQUEST 30 DAYS, YOUR HONOR. THIS IS NOT A FISHBOWL. WE  
7 ARE IN A CHANGING TIME IN OUR SOCIETY ---

8 THE COURT: ALL RIGHT.

9 MR. RECKENBEIL: --- AND WE'VE MADE IT VERY CLEAR  
10 WHAT THIS CASE IS ABOUT ---

11 THE COURT: SIR?

12 MR. RECKENBEIL: --- AND SO, YOUR HONOR, I THINK  
13 OUT OF FAIRNESS AND JUSTICE MY CLIENT SHOULD HAVE 30 DAYS  
14 AT LEAST TO GET HER STUFF OUT. BUT ALSO, THERE ARE BIGGER  
15 COURTS MAKING A DECISION ABOUT THIS ISSUE WITHIN THE NEXT  
16 COUPLE OF MONTHS AND WE ARE GOING TO BE RIGHT BACK IN THE  
17 COURTROOM, WITH ALL DUE RESPECT TO THIS COURT, FIGHTING  
18 OVER THE SAME ISSUES THAT WE ARE FIGHTING HERE BUT AT THE  
19 GLOBAL LEVEL BECAUSE THIS IS A FULL-BLOWN OPPORTUNITY TO  
20 DETERMINE WHETHER OR NOT THESE TWO PEOPLE ARE MARRIED.

21 THE COURT: AS I TOLD YOU EARLIER, THAT MAKES NO  
22 DIFFERENCE ---

23 MR. RECKENBEIL: I UNDERSTAND WHAT THIS COURT HAS  
24 RULED BUT ---

25 THE COURT: THAT MAKES NO DIFFERENCE TO ME.

1 MR. RECKENBEIL: YES, SIR.

2 THE COURT: I CONSIDER THIS A PARTITION.

3 MR. RECKENBEIL: YES, SIR.

4 THE COURT: I UNDERSTAND ABOUT THE ISSUE ABOUT  
5 MARRIAGE ---

6 MR. RECKENBEIL: I DO NOT BELIEVE THE LAW OF  
7 PARTITION SAYS THAT IMMEDIATELY A PERSON IS JUST THROWN OUT  
8 OF THEIR HOME.

9 THE COURT: ALL RIGHT, I UNDERSTAND THAT.

10 MS. CHAMBERLAIN: I HAVE A PROPOSAL, YOUR HONOR,  
11 THAT MIGHT JUST SATISFY THIS. IF CATHY THOMPSON (SIC) WILL  
12 IMMEDIATELY CANCEL HER BOOKING AT THE HILTON HEAD PROPERTY,  
13 SHE CAN'T BE AT BOTH PLACES AT ONCE, WE WOULD AGREE SHE  
14 WOULD HAVE 30 DAYS TO MOVE OUT OF LAKE HARTWELL, BUT MY  
15 CLIENT WOULD NEED ACCESS. SHE'S NOT GOING TO MOVE IN BUT  
16 SHE WANTS ACCESS TO SEE WHAT THE PROPERTY IS LIKE AND HAVE  
17 THE ABILITY TO INSURE THAT HER PROPERTY IS BEING ---

18 THE COURT: ALL RIGHT. WHAT ABOUT THAT, MR.  
19 RECKENBEIL?

20 MR. RECKENBEIL: MAKE SURE THERE'S A SHERIFF'S  
21 DEPUTY THERE BECAUSE I CAN TELL YOU WHAT'S GOING TO HAPPEN  
22 BECAUSE THE SAME THING HAPPENED IN GREENVILLE COUNTY.

23 THE COURT: SIR?

24 MR. RECKENBEIL: YOUR HONOR, I WOULD SAY THAT  
25 THAT IS A FAIR PROPOSAL AND THE FACT THAT CATHY WILL NOT GO

1 TO HILTON HEAD, THAT SHE SHOULD HAVE 30 DAYS TO MOVE OUT OF  
2 THE RESIDENCE. I DON'T BELIEVE THAT WE SHOULD JUST ALLOW  
3 THESE TWO PARTIES ACCESS TO EACH OTHER. IT'S GOING TO BE A  
4 NIGHTMARE.

5 THE COURT: YOU MAY BE RIGHT.

6 MR. RECKENBEIL: I'M JUST TELLING YOU TO AVOID A  
7 BUNCH OF ISSUES. IF WE COULD HAVE 30 DAYS, WHERE SHE HAS  
8 POSSESSION OF THE PROPERTY FOR 30 DAYS. SHE'S NOT GOING TO  
9 DESTROY IT. SHE HASN'T DESTROYED IT IN ---

10 MS. CHAMBERLAIN: WE HAVE NO WAY OF KNOWING  
11 THAT. WE HAVEN'T HAD ACCESS TO THE PROPERTY.

12 MR. RECKENBEIL: WELL, YOUR HONOR, ---

13 MS. CHAMBERLAIN: ACTUALLY, I HAVE ANOTHER  
14 PROPOSAL ---

15 THE COURT: ALL RIGHT. SHE'S GOING TO GIVE UP  
16 HER INTEREST IN SOME RENTAL OR LEASE -- THERE'S SOME  
17 DISPUTE ABOUT THAT BUT THE HILTON HEAD CONDO WILL BE  
18 AVAILABLE FOR EITHER THE PLAINTIFF TO OCCUPY OR TO RENT.

19 MR. RECKENBEIL: YES, SIR.

20 THE COURT: CORRECT?

21 MR. RECKENBEIL: UNDERSTOOD. YES, SIR.

22 THE COURT: OKAY.

23 MS. CHAMBERLAIN: YOUR HONOR, TO ADDRESS  
24 OPPOSING COUNSEL'S CONCERN, IF WE COULD SET A DATE WITHIN  
25 THE NEXT COUPLE OF DAYS OR NEXT WEEK OR WITHIN THE NEXT

1 WEEK, A SPECIFIC DATE FOR MY CLIENT TO JUST GO AND LOOK AT  
2 THE LAKE HARTWELL PROPERTY AND JUST CONFIRM THAT ALL IS  
3 WELL AND THAT WOULD BE HER ONLY TIME ON THE PROPERTY UNTIL  
4 MS. SWICEGOOD MOVES OUT IN 30 DAYS.

5 THE COURT: MR. RECKENBEIL?

6 MR. RECKENBEIL: YES, SIR, I AGREE. I THINK  
7 THAT'S A VERY, VERY GOOD IDEA.

8 THE COURT: SO THAT'S ALL RIGHT?

9 MR. RECKENBEIL: YES, SIR. I THINK THAT'S A  
10 VERY GOOD PROPOSAL, THAT SHE HAS THE RIGHT TO MOVE BACK  
11 THERE.

12 THE COURT: ALL RIGHT. THANK YOU. NOW LET'S  
13 SET A DATE WHEN YOUR CLIENT IS GOING TO GO THERE. I WOULD  
14 SUGGEST SHE JUST GO THERE AND LOOK. THERE WILL BE NO BACK  
15 AND FORTH BETWEEN THESE PARTIES. IF MS. SWICEGOOD HAPPENS  
16 TO BE THERE, I DON'T WANT ANY BACK AND FORTH.

17 MS. CHAMBERLAIN: I UNDERSTAND, YOUR HONOR.

18 THE COURT: I'LL GIVE HER - WHAT DOES SHE NEED,  
19 ABOUT 30 MINUTES?

20 MS. CHAMBERLAIN: PERHAPS AN HOUR, BUT I WOULD  
21 NEED NO MORE AND MY CLIENT WILL ARRANGE FOR A THIRD PARTY  
22 TO BE PRESENT AND IF AT ALL POSSIBLE AN OFF-DUTY SHERIFF'S  
23 DEPUTY OR SOMEBODY LIKE THAT SO THAT ---

24 THE COURT: ALL RIGHT. NO MORE THAN ONE HOUR.

25 MS. CHAMBERLAIN: YES, SIR.

1 THE COURT: AND LESS IF POSSIBLE. ALL RIGHT,  
2 WHAT ELSE?

3 MR. RECKENBEIL: JUST LASTLY, IF MY CLIENT DOES  
4 HAVE PERSONAL POSSESSIONS AT THE HILTON HEAD HOUSE, WE  
5 WOULD ASK THAT THOSE BE PROTECTED AND/OR AN OPPORTUNITY FOR  
6 A REPRESENTATIVE, EITHER MYSELF OR SOMEBODY ELSE TO  
7 ACTUALLY RETRIEVE THOSE WITHIN THE NEXT COUPLE OF DAYS.

8 THE COURT: PERSONAL POSSESSIONS?

9 MR. RECKENBEIL: YES, SIR.

10 THE COURT: LIKE CLOTHING AND WHAT NOT?

11 MS. SWICEGOOD: I'VE BEEN THERE WORKING AND  
12 THAT'S THE REASON -- I WASN'T THERE ON VACATION. I WAS  
13 THERE WORKING ---

14 THE COURT: WHAT PERSONAL POSSESSIONS DO YOU  
15 HAVE THERE?

16 MS. SWICEGOOD: I HAVE CLOTHES THERE, I HAVE  
17 TOOLS THERE.

18 THE COURT: CLOTHES AND TOOLS?

19 MS. SWICEGOOD: YES, SIR. THINGS I WAS USING  
20 FOR THE JOB.

21 THE COURT: ALL RIGHT. I THINK SHE IS ENTITLED  
22 TO RETRIEVE HER PERSONAL POSSESSIONS.

23 MS. CHAMBERLAIN: HER PERSONAL ITEMS.

24 THE COURT: PERSONAL ITEMS ONLY.

25 MS. CHAMBERLAIN: CERTAINLY.

1 THE COURT: AND AGAIN, ARRANGEMENTS WILL BE MADE  
2 FOR YOU TO DO THAT AND I WOULD SUGGEST YOU TRY TO DO THAT  
3 RATHER PROMPTLY SO ALL THIS CAN BE WOUND UP AND YOU WILL  
4 NOTIFY SOMEONE -- WHO WOULD YOU LIKE TO BE PRESENT WHEN  
5 SHE RETRIEVES HER PERSONAL ITEMS?

6 MS. CHAMBERLAIN: I'M SORRY, YOUR HONOR. ARE  
7 YOU ASKING US WHO WE WANT TO BE PRESENT WHEN CATHY  
8 SWICEGOOD REMOVES HER PERSONAL ITEMS FROM THE PROPERTY?

9 THE COURT: FROM THE HILTON HEAD PROPERTY.

10 MS. CHAMBERLAIN: ANYONE FROM THE MANAGEMENT  
11 COMPANY AT THE CONDOMINIUM WITH THE EXCEPTION OF LINDA  
12 SWINSON. SO ANYONE FROM THE CONDOMINIUM MANAGEMENT COMPANY  
13 WITH THE EXCEPTION OF LINDA SWINSON.

14 THE COURT: ALL RIGHT.

15 MR. RECKENBEIL: WE AGREE, YOUR HONOR.

16 THE COURT: ALL RIGHT. ANYTHING FURTHER NOW OR  
17 ANY OTHER CONCERNS? I UNDERSTAND THAT UNFORTUNATELY COURTS  
18 HAVE TO MAKE DECISIONS THAT SOMETIMES DON'T PLEASE ANYBODY  
19 AND SOMETIMES MAY HALFWAY PLEASE SOMEBODY, BUT ANYWAY ARE  
20 THERE ANY OTHER CONCERNS NOW?

21 MS. CHAMBERLAIN: YES, YOUR HONOR. I JUST WANT  
22 TO MAKE SURE THAT THE DEED IS TRANSFERRED VERY PROMPTLY.  
23 OUR FIRM WILL BE HAPPY TO ARRANGE FOR PREPARATION OF THE  
24 DEEDS BUT WE WOULD LIKE A DEADLINE BY WHICH CATHY SWICEGOOD  
25 HAS TO EXECUTE THE DEEDS.

1 THE COURT: SHE'LL NEED A DEED FOR HER HALF  
2 INTEREST IN BOTH PROPERTIES?

3 MS. CHAMBERLAIN: YES, SIR.

4 THE COURT: IS THAT CORRECT?

5 MS. CHAMBERLAIN: YES, SIR.

6 THE COURT: THESE DEEDS ARE IN DIFFERENT  
7 COUNTIES SO THEY WILL HAVE TO BE ---

8 MS. CHAMBERLAIN: FILED IN DIFFERENT COUNTIES,  
9 YES, SIR.

10 THE COURT: CORRECT. MR. RECKENBEIL, IF THE  
11 DEEDS ARE PROVIDED TO YOU CAN YOU OBTAIN YOUR CLIENT'S  
12 SIGNATURE?

13 MR. RECKENBEIL: YES, SIR. WE WILL COMPLY WITH  
14 THIS COURT'S RULING UNLESS THERE'S ANOTHER RULING BY  
15 ANOTHER ---

16 THE COURT: ALL RIGHT. THANK YOU.

17 MS. CHAMBERLAIN: MAY WE HAVE A DEADLINE BY  
18 WHICH HE HAS TO GET THE DEEDS BACK TO US?

19 MR. RECKENBEIL: WE WILL DO IT PROMPTLY. LIKE I  
20 SAID, YOU KNOW, WE ARE NOT GOING TO IN ANY WAY, SHAPE OR  
21 FORM DISOBEY THIS COURT'S RULING UNLESS THERE IS SOMETHING  
22 ELSE ---

23 THE COURT: ALL RIGHT. SHE'S GOT 30 DAYS TO  
24 VACATE THE HARTWELL HOME. I'LL EXPECT THESE DEEDS TO BE  
25 EXECUTED WITHIN 15 DAYS. I'M GOING TO GIVE YOU A LITTLE

1 TIME FROM THE TIME YOU RECEIVE THE DEEDS TO HAVE YOUR  
2 CLIENT EXECUTE THEM. YOU WILL SEE TO THE EXECUTION?

3 MR. RECKENBEIL: YES, SIR.

4 THE COURT: ALL RIGHT, AND THEN RETURN THEM TO  
5 MS. CHAMBERLAIN?

6 MR. RECKENBEIL: ABSOLUTELY.

7 THE COURT: OKAY.

8 MS. CHAMBERLAIN: THANK YOU.

9 THE COURT: WHAT ELSE NOW, MS. CHAMBERLAIN?

10 MS. CHAMBERLAIN: NOTHING, YOUR HONOR. THAT'S  
11 ALL.

12 THE COURT: THANK YOU. MR. RECKENBEIL?

13 MR. RECKENBEIL: THANK YOU, YOUR HONOR. I  
14 APPRECIATE YOUR HONOR'S COMMENTS.

15 THE COURT: I WANT TO COMMEND THE ATTORNEYS.  
16 EACH OF THEM HAVE DONE AN EXCELLENT JOB FOR THEIR CLIENTS.  
17 AS I STATED EARLIER, THERE'S SUCH A VAST -- AND I THINK  
18 THAT'S ACKNOWLEDGED, FROM THE FIRST DAY THAT WE HEARD THIS  
19 CASE, THAT THERE'S A GREAT DISPARITY IN THE FINANCIAL  
20 ABILITIES OF THE PARTIES AND THAT'S THE WAY IT IS.

21 ALL RIGHT, NOW MS. CHAMBERLAIN, I WANT YOU TO  
22 PREPARE A PROPOSED ORDER ---

23 MS. CHAMBERLAIN: YES, SIR.

24 THE COURT: --- SETTING FORTH THE COURT'S RULING  
25 ON THIS AND PROVIDING THAT THESE DEEDS BE EXECUTED.

1 I ALSO DISPOSED OF THE EQUITIES IN THE PROPERTIES  
2 TO YOUR CLIENT.

3 MS. CHAMBERLAIN: THANK YOU, SIR.

4 THE COURT: I WANT YOU TO SEND A COPY OF THAT  
5 PROPOSED ORDER TO MR. RECKENBEIL AT THE TIME YOU SEND IT TO  
6 THE COURT.

7 MS. CHAMBERLAIN: CERTAINLY. YES, SIR.

8 THE COURT: MR. RECKENBEIL, IF YOU ARE OFFENDED  
9 BY ANYTHING IN THAT ORDER YOU LET THE COURT KNOW PROMPTLY.

10 MR. RECKENBEIL: YES, SIR.

11 MS. CHAMBERLAIN: YOUR HONOR, I DON'T BELIEVE  
12 YOU RULED ON THE ISSUE OF ATTORNEY FEES.

13 THE COURT: WHAT ABOUT ATTORNEY FEES, MR.  
14 RECKENBEIL?

15 MR. RECKENBEIL: IF YOU WANT ME TO GO TO  
16 ATTORNEY FEES AGAIN, I'M GOING TO GO TO THE POINT OF WE'RE  
17 TALKING ABOUT WHETHER OR NOT THERE IS VALUABLE OR THERE IS  
18 FRIVOLOUS OR THERE IS, YOU KNOW, UNREASONABLE LITIGATION.  
19 ATTORNEY FEES ARE IN THE SOUND DISCRETION OF THE COURT.

20 THE COURT: YES.

21 MR. RECKENBEIL: YOUR HONOR, I THINK AT THAT  
22 POINT YOU THEN HAVE THE ABILITY TO TAKE THE TOTALITY OF THE  
23 CIRCUMSTANCES. AND IN LIGHT OF THE TOTALITY OF THE  
24 CIRCUMSTANCES, I'M NOT STANDING HERE BRINGING UP A FOREIGN  
25 ISSUE BUT THE UNITED STATES OF AMERICA IS GOING TO ADDRESS

1 THIS ISSUE AND THEREFORE, IT'S NOT BELIEVED THAT THIS HAS  
2 BEEN ANY SORT OF FRIVOLOUS LITIGATION. MS. CHAMBERLAIN HAS  
3 WORKED VERY DILIGENTLY AND I UNDERSTAND SHE HAS WORKED HARD  
4 FOR HER CLIENT BUT SO HAVE I, SO I WAS HOPING THAT IN THE  
5 DISCRETION OF THE COURT THE ATTORNEY'S FEES WOULD BE  
6 DENIED.

7 THE COURT: MS. CHAMBERLAIN, YOU ARE ENTITLED TO  
8 COURT COSTS, FILING FEES, ET CETERA. HOWEVER, I'M GOING TO  
9 AWARD YOU ONLY \$5,000.00 IN FEES.

10 MS. CHAMBERLAIN: YES, SIR. THANK YOU, YOUR  
11 HONOR.

12 THE COURT: ALL RIGHT. WHAT ELSE?

13 MS. CHAMBERLAIN: I THINK THAT'S IT, YOUR HONOR.  
14 WOULD THE COURT LIKE TO SET A DEADLINE BY WHICH OPPOSING  
15 PARTY HAS TO PAY THE ATTORNEY'S FEES?

16 THE COURT: WELL, AGAIN, I DON'T KNOW HER  
17 ABILITY TO RESPOND TO THE PAYMENT OF ATTORNEY FEES.

18 MS. CHAMBERLAIN: I'D BE HAPPY TO SET UP A  
19 PAYMENT PLAN FOR HER, JUDGE. I'LL BE HAPPY TO WORK WITH  
20 HER.

21 THE COURT: YOU CAN TRY THAT BUT I'M NOT GOING  
22 TO GET HER BACK HERE ON A SUPPLEMENTAL PROCEEDING OR  
23 ANYTHING LIKE THAT. I TRUST THAT MR. RECKENBEIL WILL  
24 ENCOURAGE HIS CLIENT TO PAY THESE FEES AND THAT WOULD BE  
25 FINE. THAT'S ALL I'M GOING TO AWARD IS \$5,000.00.

1 MS. CHAMBERLAIN: THANK YOU, YOUR HONOR. I  
2 APPRECIATE THAT.

3 THE COURT: NOW ANY OTHER CONCERNS?

4 MS. CHAMBERLAIN: NO, YOUR HONOR.

5 MR. RECKENBEIL: THANK YOU, YOUR HONOR. NOTHING  
6 FURTHER.

7 THE COURT: I WISH WELL FOR BOTH PARTIES. THIS  
8 CONCLUDES THE HEARING.

9 MR. RECKENBEIL: THANK YOU, JUDGE.

10  
11 END OF HEARING.

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5

VOLUME II

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM OCONEE COUNTY  
COURT OF COMMON PLEAS  
Ellis B. Drew, Master in Equity

Case No. 2014-CP-37-00143  
Appellate Case No.: 2015-001860

Polly Thompson,..... Respondent,  
v.  
Cathy Swicegood,..... Appellant.

RECORD ON APPEAL

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Greenville, SC 29601

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Counsel for Appellant

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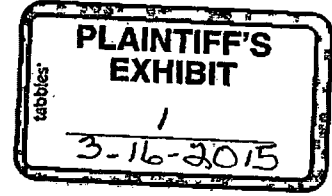
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# Island Club Property

Unit 3203, 85 Folly Field Road, Hilton Head, South Carolina 29928



**TABLE CONTENTS FOR ISLAND CLUB PROPERTY**

**Property Address**

Unit 3203  
85 Folly Field Road  
Hilton Head, South Carolina 29928

**Description of Property:** Vacation Condominium/ Rental Property

**1. Purchase**

- A. **Purchase Date:** June 14, 2013
- B. **Purchase price:** \$372,500.00
- C. **Appraised Value May, 2013:** \$375,000.00
- D. **Money paid at closing by Polly Thompson:** \$102,361.55
- E. **Documents provided:**
  - i. Appraisal dated May 15, 2013
  - ii. HUD Settlement Statement from closing
  - iii. Summary reflecting:
    - a. Polly Thompson's GrandSouth Statement showing wire transfer for down payment in the amount of \$87, 361.55
    - b. Earnest checks numbered 3162 for \$2,000.00 and 3170 for \$13,000.00 paid by Polly Thompson
  - iv. Deed

**2. Mortgage and Note**

- A. **Loan Amount:** \$279,375.00
- B. **Payoff as of March 17, 2015:** \$269,100.57
- C. **Mortgage/ Escrow payments:** \$1731.56 per month (\$865.78 paid twice a month by Polly Thompson)
- D. **Total Payments Paid By Polly Thompson to Date:** \$37,214.48
- E. **Documents Provided:**
  - i. Mortgage Note in Polly Thompson's name dated June 14, 2013
  - ii. Summary reflecting:
    - a. BB&T Statements showing debit from Polly Thompson's account for mortgage from July 2013 to November 2013
    - b. BB & T Statement of Account showing debits from Polly Thompson's account for all mortgage payments from December, 2013 to Present
  - iii. Wells Fargo Mortgage Interest Statements for 2013 and 2014 in Polly Thompson's name

**3. Regime Fees**

- A. **Regimes Fees:** \$402.00 per month
- B. **Total Regime Payments Paid By Polly Thompson to Date:** \$7598.00
- C. **Documents Provided:**
  - i. Summary reflecting:
    - a. Check number's 3203, 3208, 3212, and 3219 for Regime Fees paid by Polly Thompson from August, 2013 to November, 2013, totaling \$1568.00
    - b. BB&T Statement of Account showing debits from Polly Thompson's account for all Regime Fees from December, 2013 to Present totaling \$6030.00

**4. Insurance Premiums**

- A. **Total Premiums Paid By Polly Thompson To Date:** \$4547.00
- B. **Documents Provided:**
  - i. Summary reflecting:
    - a. Check Number 1041 in the amount of \$2310.00 for 2014 annual insurance premium paid by Polly Thompson from her GrandSouth account
    - b. Check Number 1091 in the amount of \$2237.00 for 2015 annual insurance premium

**5. Annual Tennis and Fitness Assessment Fee and Annual Cable and Internet Fee**

- A. **Annual Tennis and Fitness Assessment Fee:** \$771.00
- B. **Annual Cable and Internet Fee:** \$660.00
- C. **Total Fees Paid By Polly Thompson To Date:** \$2807.00
- D. **Documents Provided:**
  - i. Summary reflecting:
    - a. Check number 1036 in the amount of \$756.00 for 2014 Annual Tennis and Fitness Assessment Fee
    - b. Check number 1084 in the amount of \$771.00 for 2015 Annual Tennis and Fitness Assessment Fee
    - c. Check number 3204 in the amount of \$620.00 for August, 2013-July, 2014, Annual Cable and Internet Fee
    - d. Check number 1063 in the amount of \$660.00 for August, 2014-July, 2015, Annual Cable and Internet Fee

**6. Utilities (Power, Phone and Internet)**

- A. **Average Costs Per Month For Power in 2014:** \$128.33
- B. **Costs Per Month For Hargray Phone and Internet:** \$40.00
- C. **Total Utilities Paid By Polly Thompson To Date:** \$3378.00
- D. **Documents Provided:**
  - i. Summary reflecting:

- a. BB&T Statement of Account showing debits from Polly Thompson's account for power from July, 2013 to present totaling \$2610.00
- b. BB&T Statement of Account showing debits from Polly Thompson's account for Phone and Internet from August, 2013 to present totaling \$768.00

**7. Maintenance and Labor Costs**

**A. Maintenance and Labor Costs Paid By Polly Thompson to Date:** ~~\$8912.81~~  
\$6,573.00

**B. Documents Provided:**

- i. Summary reflecting:
  - a. Check Numbers ~~3163~~, 3191, 3202, 3209, and 3217 paid to or on behalf of Cathy Swicegood for labor and materials totaling \$3750.00
  - b. Check Number 3195 in the amount of \$420.00 to AMS Contractors
  - c. ~~Check Number 3214 in the amount of \$339.00 to Critter Control~~
  - d. Check Number 1065 in the amount of \$90.00 to Don Simmons for plumbing services
  - e. Check number 1068 in the amount of \$925.00 to D & D Maintenance and Construction for plumbing repair
  - f. Check number 1088 in the amount of \$121.00
  - g. Receipt from Lowes in the amount of \$1,267.81 for new washer and dryer for condominium

**8. Rental Income:**

- A. Total rental income for 2013: \$9,667.32
- B. Total rental income for 2014: \$12,335.51
- C. Total rental income to date: \$22,002.83

**D. Documents Provided:**

- i. Summary reflecting:
  - a. 2013 Unit Income and Expense Activity report
  - b. Owner Statement from December 2013 to January, 2015
- ii. Condominium Rental Webpage
- iii. Booking Summary for 12/01/2013 thru 12/31/2015

**9. Financial Breakdown and Summary**

<b>Fair Market Tax Value:</b>	\$389,700.00
<b>Mortgage Loan Balance:</b>	<u>\$269,100.57</u>
<b>Estimated Equity:</b>	\$120,599.43

**Total Amounts Paid by Polly Thompson to date:** ~~-\$144,816.01~~ \$142,477.01

*Purchase*

SOLIDIFI  
HOMEOWNERS MORTGAGE ENTERPRISES INC  
2530 DEVINE STREET  
COLUMBIA, SC 29205

File Number 13ML-THOMPSON POLLY

Dear Client:

In accordance with your request, I have appraised the real property at.

85 FOLLY FIELD ROAD  
HILTON HEAD ISLAND, SC 29928

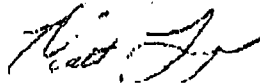
The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of May 15, 2013 is

\$375,000  
Three Hundred Seventy-Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications

Respectfully submitted,



MATT LOGEE  
STATE CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER

It has been a pleasure assisting you.

If I may be of further service to you in the future, please let me know.

ROA PAGE 379



# A. Settlement Statement APPENDIX PAGE 472

Type of Loan		1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv Unins	6. File Number THOMPSON	7. Loan Number 1215715	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins						

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.a.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

<b>D. Name and Address of Borrower:</b> Polly A. Thompson and Cathy J. Swicegood 14 Woodhedge Court Mauldin, SC 29662	<b>E. Name and Address of Seller:</b> Monica M. Landino Revocable Trust dated 4/16/01 22478 Woodfield Trail Strongsville, OH 44149	<b>F. Name and Address of Lender:</b> Homeowners Mortgage Enterprises, Inc. 2530 Devine Street Columbia, SC 29205
<b>G. Property Location:</b> 85 Folly Field Road, Unit 3203 Hilton Head Island, SC 29928 Beaufort County, South Carolina Unit 1CS 203(S), Island Club HPR II	<b>H. Settlement Agent:</b> Parrella Law Firm, LLC 4 Dunmore Ct., Bldg. A, Ste. 103 Hilton Head, SC 29926 Place of Settlement: 4 Dunmore Ct., Bldg. A, Ste. 103 Hilton Head, SC 29926	<b>I. Settlement Date:</b> June 14, 2013 Ph. (843)715-9455

J. Summary of Borrower's transaction	
100. Gross Amount Due from Borrower	
101. Contract sales price	372,500.00
102. Personal property	
103. Settlement Charges to Borrower (Line 1400)	9,158.07
104.	
105. July/August Regime Fee to Island Club of Hilton He	784.00
Adjustments for items paid by Seller in advance	
106. City/Town Taxes	to
107. County Taxes	to
108. Assessments	to
109. Regime Insurance 06/15/13 to 02/01/14	1,428.50
110. See Prorations Summary	286.16
111.	
112.	
120. Gross Amount Due from Borrower	384,154.73
200. Amounts Paid by or in Behalf of Borrower	
201. Deposit or earnest money	15,000.00
202. Principal amount of new loan(s)	279,375.00
203. Existing loan(s) taken subject to	
204.	
205.	
206. Appraisal Deposit Credit	450.00
207.	
208.	
209.	
Adjustments for items unpaid by Seller	
210. City/Town Taxes	to
211. County Taxes	01/01/13 to 06/15/13 1,964.18
212. Assessments	to
213.	
214.	
215.	
216.	
217.	
218.	
219.	
300. Total Paid by/for Borrower	296,789.18
600. Cash at Settlement from/to Borrower	
301. Gross amount due from Borrower (line 120)	384,154.73
302. Less amount paid by/for Borrower (line 220)	(296,789.18)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	87,365.55

K. Summary of Seller's transaction	
400. Gross Amount Due to Seller	
401. Contract sales price	372,500.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by Seller in advance	
406. City/Town Taxes	to
407. County Taxes	to
408. Assessments	to
409. Regime Insurance 06/15/13 to 02/01/14	1,428.50
410. See Prorations Summary	286.16
411.	
412.	
420. Gross Amount Due to Seller	374,200.00
500. Reductions in Amount Due Seller:	
501. Excess deposit (see instructions)	
502. Settlement charges to Seller (Line 1400)	26.90
503. Existing loan(s) taken subject to	
504. Payoff First Mortgage to First Federal	66,100.00
505. Payoff Second Mortgage	
506.	
507. (Deposit disb. as proceeds)	
508.	
509.	
Adjustments for items unpaid by Seller	
510. City/Town Taxes	to
511. County Taxes	01/01/13 to 06/15/13 1,964.18
512. Assessments	to
513.	
514.	
515.	
516.	
517. Non-Resident SC Withholding to SC Dept of Revenue	20.50
518. Repairs to George Edwards	400.00
519.	
520. Total Reduction Amount Due Seller	116,000.00
600. Cash at settlement to/from Seller	
601. Gross amount due to Seller (line 420)	374,200.00
602. Less reductions due to Seller (line 520)	(116,000.00)
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	258,200.00

\*Paid outside of closing by borrower(s), seller(s), lender(L) or third-party(T)  
 The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Borrower: Polly A. Thompson  
 Polly A. Thompson  
Cathy J. Swicegood  
 Cathy J. Swicegood

Seller: Monica M. Landino Trustee of the Monica M. Landino Revocable Trust dated April 16, 2001

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Parrella Law Firm, LLC Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidential information should be provided; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

**L. Settlement Charges**  
 700. Total Real Estate Broker Fees \$ 24,212.50

**APPENDIX PAGE 47**

Paid From  
Borrower's  
Funds at  
Settlement

Paid From  
Seller's  
Funds at  
Settlement

701 \$ 11,175.00 to Charter I Realty & Marketing			
702 \$ 13,037.50 to Charter I Realty North			
703 Commission paid at settlement			24,212.50
705.			
<b>800. Items Payable in Connection with Loan</b>			
801 Our origination charge	\$ 658.00	(from GFE #1)	
802 Your credit or charge (points) for the specific interest rate chosen	\$ 560.00	(from GFE #2)	
803 Your adjusted origination charges		(from GFE #A)	1,218.00
804 Appraisal fee to HME for Solidifi		(from GFE #3)	570.00
805 Credit Report to		(from GFE #3)	
806 Tax service to HME for Mortgage Servicer		(from GFE #3)	80.00
807 Flood certification to		(from GFE #3)	
808		(from GFE #3)	
809		(from GFE #3)	
810		(from GFE #3)	
811		(from GFE #3)	
<b>900. Items Required by Lender to Be Paid in Advance</b>			
901 Daily interest charges from 06/14/13 to 07/01/13 17 @ \$30.07/1600/day		(from GFE #10)	511.22
902 Mortgage insurance premium for months to		(from GFE #3)	
903 Homeowner's insurance for 1.0 years to Carolina Heritage Insurance		(from GFE #11)	585.12
904		(from GFE #11)	
905		(from GFE #11)	
<b>1000. Reserves Deposited with Lender</b>			
1001 Initial deposit for your escrow account		(from GFE #9)	3,112.48
1002 Homeowner's insurance 3.000 months @ \$ 48.76 per month	\$ 146.28		
1003 Mortgage insurance months @ \$ per month	\$		
1004 Property taxes	\$		
1005	\$		
1006 County Property Taxes 9.000 months @ \$ 362.08 per month	\$ 3,258.72		
1007	\$		
1008	\$		
1009 Aggregate Adjustment	\$ -292.52		
<b>1100. Title Charges</b>			
1101 Title services and lender's title insurance		(from GFE #4)	1,025.00
1102 Settlement or closing fee	\$		
1103 Owner's title insurance to Gaucho Title Insurance Agency		(from GFE #5)	1,064.00
1104 Lender's title insurance to Gaucho Title Insurance Agency	\$ 100.00		
1105 Lender's title policy limit	\$ 279,375.00		
1106 Owner's title policy limit	\$ 372,500.00		
1107 Agent's portion of the total title insurance premium to Gaucho Title Insurance Agency	\$ 710.40		
1108 Underwriter's portion of the total title insurance premium to First American Title Insurance Company	\$ 473.60		
1109	\$		
1110	\$		
1111 Seller's Atty Fee to Going Law Firm	\$		500.00
1112 Trust Review/Doc Prep to Going Law Firm	\$		250.00
1113 Trust Certificate to Going Law Firm	\$		100.00
<b>1200. Government Recording and Transfer Charges</b>			
1201 Government recording charges to Beaufort County Register of Deeds		(from GFE #7)	41.00
1202 Deed \$ 10.00 Mortgage \$ 31.00 Releases \$ Other \$			
1203 Transfer Taxes to Beaufort County Register of Deeds		(from GFE #8)	931.25
1204 City/County tax/stamps Deed \$ 931.25 Mortgage \$			
1205 State tax/stamps Deed \$ 1,378.25 Mortgage \$			1,378.25
1206 Record Trust Cert to Beaufort County Register of Deeds			
1207 Record Corrective Deed to Beaufort County Register of Deeds			
<b>1300. Additional Settlement Charges</b>			
1301 Required services that you can shop for		(from GFE #6)	
1302	\$		
1303 CL-100 to Orkin	\$		
1304	\$		
1305 Regime Processing Fee to Island Club of Hilton Head	\$		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			9,158.07

\* Paid outside of closing by borrower(B), seller(S), lender(L) or third-party(T)

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

*[Signature]*  
 Parrella Law Firm, LLC, Settlement Agent

Certified to be a true copy.

**Borrower(s):** Polly A. Thompson and Cathy J Swicegood  
14 Woodhedge Court  
Mauldin, SC 29662

**Seller(s):** Monica M. Landino Trust dated 4/9/01

22476 Woodfield Trail  
Strongsville, OH 44149

**Lender:** Homeowners Mortgage Enterprises, Inc.

**Settlement Agent:** Parrella Law Firm, LLC  
(843)715-9455

**Place of Settlement:** 4 Dunmore Ct, Bldg. A, Ste. 103  
Hilton Head, SC 29926

**Settlement Date:** June 14, 2013

**Property Location:** 85 Folly Field Road, Unit 3203  
Hilton Head Island, SC 29928  
Beaufort County, South Carolina  
Unit 1CS 203(S),  
Island Club HPR II

**Additional Adjustments For Items Paid By Seller In Advance (Borrower Debit)**

Description	Amount	From/Through	Prorated Amount
Regime Insurance	2,254 00	02/01/13 through 01/31/14	1,426.50
		<b>Total Line 109/409</b>	<b>1,426.50</b>
Regime Cable	610 00	08/01/12 through 07/30/13	77.00
June Regime Fee	392 00	06/01/13 through 06/30/13	209.00
		<b>Total Line 110/410</b>	<b>286.10</b>

**Borrower Loan Payoff Details**

**July/August Regime Fee** to Island Club of Hilton Head

Loan Payoff As of  
Total Additional Interest days @ Per Diem

**Total Loan Payoff** 784.00

**Seller Loan Payoff Details**

**Payoff First Mortgage** to First Federal

Loan Payoff 66,085 09 As of 06/14/13  
Total Additional Interest 49 40 4 days @ 12.350000 Per Diem

**Total Loan Payoff** 66,134.49

**Adjusted Origination Charge Details**

**Origination Charge**

to Homeowners Mortgage Enterprises, Inc.

658.00  
**Total \$** 658.00

**Origination Credit/Charge (points) for the specific interest rate chosen**

Credit/Charge to Homeowners Mortgage Enterprises, Inc.

560.00  
**Total \$** 560.00

**Adjusted Origination Charges \$** 1,218.00

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

(THOMPSON.PFD/THOMPSON/3)

**Reserves Deposited with Lender**

Homeowner's Insurance		146.25
3.000 at 48.76 per month		
County Property Taxes		3,258.75
9.000 at 362.08 per month		
Aggregate Adjustment		-292.50
	<b>Total</b>	<b>\$ 3,112.50</b>

**Title Services and Lender's Title Insurance Details**

	BORROWER	SELLER
Atty's Fee	600.00	
to Parrella Law Firm, LLC		
Title Search	200.00	
to River Title, Inc.		
Title Commitment	75.00	
to Gaucho Title Insurance Agency		
Final Title Update	50.00	
to River Title, Inc.		
Lender's title insurance	100.00	
to Gaucho Title Insurance Agency		
	<b>Total</b>	
	<b>\$ 1,025.00</b>	<b>\$ 0.00</b>

**Owner's Title Insurance**

	BORROWER	SELLER
Owner's Policy Premium	1,084.00	
to Gaucho Title Insurance Agency		
	<b>Total</b>	
	<b>\$ 1,084.00</b>	<b>\$ 0.00</b>

**Lender's Title Insurance**

	BORROWER	SELLER
<small>*fees also shown above in Title Services and Lender's Title Insurance Details</small>		
Lender's Policy Premium	100.00	
to Gaucho Title Insurance Agency		
	<b>Total</b>	
	<b>\$ 100.00</b>	<b>\$ 0.00</b>

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

(THOMPSON.PFD/THOMPSON/S)

	<u>Purchase Monies Paid by Polly Thompson</u>	<u>Paid</u>	<u>Check # or Debit</u>
4/17/2013	Earnest Money Payment #1	\$2,000.00	3162
5/6/2013	Earnest Money Payment #2	\$13,000.00	3170
6/14/2013	Amount Paid at Closing by Electronic Transfer	\$87,361.55	
		<u>\$102,361.55</u>	

3-20  
10  
Amella Law  
191

RECORDED  
2013 Jul -01 12:59 PM

Sharon G. Bunn  
BEAUFORT COUNTY AUDITOR

Prepared By:  
Robert L. Golig, Esq.  
8 Lafayette Place, Suite 103  
Hilton Head, SC 29926  
The Golig Law Firm  
File No.: 0809.01

BEAUFORT COUNTY SC - ROD  
BK 03248 PGS 2985-2987  
FILE NUM 2013034775  
06/18 2013 03:20:05 PM  
REC'D BY C WARREN RCPT# 714312  
RECORDING FEES 10.00  
County Tax 409.75  
State Tax 968.50  
Transfer Tax 931.25

ADD DMP Record 6/28/2013 10:57:55 AM  
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	009	000	0775	0029	00

(Please do not write above this line - Reserved for Register of Deeds Office)

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that MONICA M. LANDINO, TRUSTEE OF THE MONICA M. LANDINO REVOCABLE TRUST DATED APRIL 16, 2001 (the "Grantor"), in the State aforesaid, for and in consideration of the sum of Three Hundred Seventy-Two Thousand Five Hundred and 00/100 Dollars (\$372,500.00), unto me paid by POLLY A. THOMPSON AND CATHY J. SWICEGOOD (the "Grantee(s)"), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release, subject to the easements, restrictions, reservations and conditions set forth in the legal description below, unto the said Polly A. Thompson and Cathy J. Swicegood, as joint tenants with right of survivorship and not as tenants in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

All that certain condominium unit lying and being on Hilton Head Island, Beaufort County, South Carolina, and being known as UNIT NO. 1CS 203(S) of the ISLAND CLUB HORIZONTAL PROPERTY REGIME II, and being more fully described by reference to the Master Deed of Andrick Development Corporation, establishing said Horizontal Property Regime, said Deed being dated the 2<sup>nd</sup> day of September, 1977, and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book 254 at Page 1056.

ALSO, all the rights, privileges and common elements appertaining to the above described unit, as set forth in the By-Laws of the Island Club Horizontal Property Regime II.

AND ALSO, a 1/196 interest in that certain 2.834 acre tract designated as "Tennis Facilities to be constructed" on a plat thereof recorded in Plat Book 26 at Page 97 in the Office of the Register of Deeds for Beaufort County, South Carolina.

**BEACH PROTECTION ACT DISCLOSURE**

The property which is the subject of this Deed is located, in whole or in part, seaward of the Setback Line as established by the South Carolina Coastal Council and S.C. Code Sections 48-39-

270 through 360, as amended effective June 25, 1990 ("Beach Protection Act" or "the Act"). As required by Section 48-39-3360 of the Act, the following information concerning the location and circumstances of the Property is hereby disclosed:

The proximity and location of the Setback Line, the Base Line and the Velocity Zone applicable to the Property area as shown on that certain plat of survey of Island Club Regimes I, II & III, dated November, 1988, prepared by T-Square Group, Inc., South Carolina Registered Land Surveyor No. 4922, bearing Job number 88-288 CCL, which plat depicts the disclosure information required by the Act, a copy of said plat having been given to the Grantee, which is acknowledged by Grantee's acceptance of this deed. The seaward corners of habitable structures upon the property, if any and the most recently published annual erosion rate made available by the South Carolina Coastal Council are also depicted upon such plat. Reference must be made to the Act itself regarding the significance of these lines and disclosures, as well as the potential for movement and relocation of the lines in the future.

SUBJECT to those certain Protective Covenants and Restrictions recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 254 at Page 1053.

THIS being the same property conveyed to Monica M. Landino, Trustee of The Monica M. Landino Revocable Trust, dated April 16, 2001, by Deed of Monica M. Landino dated \_\_\_\_\_ and recorded on 6-18-13 in the Office of the Register of Deeds for Beaufort County in Book 3248 at Page 2982.

Tax Map #: R510 009 000 0775 0029

Property Address: 85 Folly Field #3203, Hilton Head Island, SC 29928

Grantee(s) Address: 14 Woodhedge Court, Mauldin, SC 29662

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 premises before mentioned unto the said Polly A. Thompson and Cathy J. Swicegood, as joint tenants with right of survivorship and not as tenancy in common, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind herself and her heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Polly A. Thompson and Cathy J. Swicegood, as joint tenants with right of survivorship and not as tenants in common, their heirs and assigns, against the Grantor's heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF my Hand and Seal this 13 day of June, 2013.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Maureen A. Kuster  
1st Witness

Monica M. Landino (L.S.)  
Monica M. Landino, Trustee of the Monica M.  
Landino Revocable Trust Dated April 16, 2001

Amanda R. Ptak  
2nd Witness/Notary Public

STATE OF Ohio  
COUNTY OF Cuyahoga

ACKNOWLEDGMENT  
under S.C. Code § 30-5-30(c)

I, the undersigned notary public, do hereby certify that the within Monica M. Landino, Trustee of the Monica M. Landino Revocable Trust dated April 16, 2001, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness to before me this  
13 day of June, 2013.

Amanda R. Ptak  
Notary Public for Ohio  
My Commission Expires: NOV. 21ST, 2015



AMANDA R PTAK  
Notary Public, State of Ohio  
My Commission Expires  
November 21, 2015

(SEAL)

File # 0809.01

*Mortgage and Note*

Loan No.: 1215715

NOTE

MIN 1000361-0001215715-6  
MERS TELEPHONE: (888) 679-6377  
SOUTH CAROLINA  
[State]

June 14, 2013  
[Date]

HILTON HEAD ISLAND  
[City]

85 FOLLY FIELD ROAD #3203, HILTON HEAD ISLAND, SOUTH CAROLINA 29928  
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$279,375.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is HOMEOWNERS MORTGAGE ENTERPRISES, INC. NMLS #154698. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.875%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on August 1, 2013. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on July 1, 2043, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 5567, COLUMBIA, SOUTH CAROLINA 29250 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,313.72.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which

Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Borrower

*Polly A. Thompson* (Seal)  
POLLY A. THOMPSON -Borrower

[Sign Original Only]

	Mortgage and Note Paid by Polly Thompson	Paid	Check # or Debit
7/31/2013	Mortgage with Escrow	\$1,724.56	Debit
8/30/2013	Mortgage with Escrow	\$1,724.56	Debit
9/6/2013	Mortgage with Escrow	\$865.78	Debit
9/20/2013	Mortgage with Escrow	\$865.78	Debit
10/4/2013	Mortgage with Escrow	\$865.78	Debit
10/18/2013	Mortgage with Escrow	\$865.78	Debit
11/15/2013	Mortgage with Escrow	\$865.78	Debit
11/29/2013	Mortgage with Escrow	\$865.78	Debit
12/13/2013	Mortgage with Escrow	\$865.78	Debit
12/27/2013	Mortgage with Escrow	\$865.78	Debit
1/10/2014	Mortgage with Escrow	\$865.78	Debit
1/24/2014	Mortgage with Escrow	\$865.78	Debit
2/7/2014	Mortgage with Escrow	\$865.78	Debit
2/21/2014	Mortgage with Escrow	\$865.78	Debit
3/7/2014	Mortgage with Escrow	\$865.78	Debit

3/21/2014	Mortgage with Escrow	\$865.78	Debit
4/4/2014	Mortgage with Escrow	\$865.78	Debit
4/18/2014	Mortgage with Escrow	\$865.78	Debit
5/2/2014	Mortgage with Escrow	\$865.78	Debit
5/16/2014	Mortgage with Escrow	\$865.78	Debit
5/30/2014	Mortgage with Escrow	\$865.78	Debit
6/3/2014	Mortgage with Escrow	\$865.78	Debit
6/27/2014	Mortgage with Escrow	\$865.78	Debit
7/11/2014	Mortgage with Escrow	\$865.78	Debit
7/25/2014	Mortgage with Escrow	\$865.78	Debit
8/8/2014	Mortgage with Escrow	\$865.78	Debit
8/22/2014	Mortgage with Escrow	\$865.78	Debit
9/5/2014	Mortgage with Escrow	\$865.78	Debit
9/19/2014	Mortgage with Escrow	\$865.78	Debit
10/3/2014	Mortgage with Escrow	\$865.78	Debit
10/17/2014	Mortgage with Escrow	\$865.78	Debit
10/31/2014	Mortgage with Escrow	\$865.78	Debit

11/14/2014	Mortgage with Escrow	\$865.78	Debit
11/28/2014	Mortgage with Escrow	\$865.78	Debit
12/12/2014	Mortgage with Escrow	\$865.78	Debit
12/26/2014	Mortgage with Escrow	\$865.78	Debit
1/9/2015	Mortgage with Escrow	\$865.78	Debit
1/23/2015	Mortgage with Escrow	\$865.78	Debit
2/6/2015	Mortgage with Escrow	\$865.78	Debit
2/20/2015	Mortgage with Escrow	\$865.75	Debit
3/6/2015	Mortgage with Escrow	\$865.75	Debit
		<hr/>	
		<b>\$37,214.48</b>	

Wells Fargo Bank, N.A.  
 Return Mail Operations  
 Po Box 14411  
 Des Moines, IA 50306-3411

We accept telecommunications relay service calls.  
 Fax #: 1-866-278-1179  
 Phone #: 1-800-222-0238

CORRECTED (if checked)

PAYER'S/BORROWER'S name, street address, city, state, and ZIP code



1AT 04088/052438/005607 0168 2 ACR3ET 936

POLLY A THOMPSON  
 14 WOODHEDGE CT  
 MAULDIN SC 29662-2637

1545-0901  
**2013**  
 Substitute Form 1098

**INTEREST STATEMENT**

*not be fully deductible by you. Limits based on the loan amount and the amount of interest secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.*

RECIPIENT Federal Identification no. 94-1347393

PAYER'S Social Security number XXX-XX-7817

1 Mortgage Interest received from payer(s)/borrower(s)	\$4,497.42
2 Points paid on purchase of principle residence (See Box 2 on back.)	\$0.00
3 Refund of overpaid interest (See Box 3 on back.)	\$0.00
4 Mortgage Insurance Premiums	\$0.00
5 Real Estate Taxes	\$4,299.51
Account number (optional)	

The information in boxes 1, 2, 3 and 4 is important information and is furnished to the Internal Revenue Service. If you are required to file a return, this information may be required to avoid a negligence penalty or sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest, these points or because you did not report this refund interest on your return.

Form 1098 Substitute SEE BACK SIDE FOR IMPORTANT INFORMATION (Keep for your records.) Department of the Treasury - Internal Revenue Service

Please consult a Tax Advisor about the deductibility of any payments made by you or others.

Principal reconciliation	Property address
\$279,375.00 Beginning balance \$2,071.18 Principal applied \$277,303.82 Ending balance	85 FOLLY FIELD R 3203 HILTON HEAD ISLAND SC 29928
	\$1,724.56 Total current payment \$410.84 Escrow portion of pmt

----- 2013 INTEREST DETAIL -----

TOTAL INTEREST APPLIED 2013	\$4,497.42
2013 MORTGAGE INTEREST RECEIVED FROM PAYER/BORROWER(S)	\$4,497.42

If you have questions about your loan, you can use the number listed at the top of this statement. By selecting one of the options listed, you can receive information regarding:

- Taxes paid year-to-date
- Interest paid year-to-date
- The amount & date of your last payment
- Other valuable information

If you prefer to not receive a paper copy of this statement and receive it online only for future years, register at wells Fargo.com and select Delivery Preferences. We issue tax documents to the primary account owner. For security reasons, tax documents are available for online viewing only by the owner of the Taxpayer Identification Number (TIN) associated with the IRS reporting.

Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A., believes Customers come first. You can always count on us to provide the excellent service you've come to expect.



RECIPIENT'S/LENDER'S name, address and telephone number

01/03/15

Wells Fargo Bank, N.A.  
Return Mail Operations.  
PO Box 14411  
Des Moines, IA 50308-3411

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Fax #: 1-866-278-1179  
Phone #: 1-800-222-0238

CORRECTED (if checked)

PAYER'S/BORROWER'S name, street address, city, state, and ZIP code

POLLY A THOMPSON  
PO BOX 163  
MAULDIN, SC 29662-0163

Appendix Page 488  
Limits based on the loan amount  
you may only deduct interest to  
the extent it was incurred by you,  
actually paid by you, and not  
reimbursed by another person.

OMB No. 1545-0041  
Substitute Form 1098

# MORTGAGE INTEREST STATEMENT

Copy B

For Payer

The information in boxes 1, 2, 3 and 4 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.

RECIPIENT Federal Identification no.		94-1347393
PAYER'S Social Security number		XXX-XX-7817
1 Mortgage Interest received from payer(s)/borrower(s)		\$10,629.54
2 Points paid on purchase of principal residence (See Box 2 on back.)		\$0.00
3 Refund of overpaid interest (See Box 3 on back.)		\$0.00
4 Mortgage Insurance		\$0.00
Account number (optional)	5 Real Estate Taxes	\$5,197.00

Form 1098 Substitute **SEE BACK SIDE FOR IMPORTANT INFORMATION** (Keep for your records) Department of the Treasury, Internal Revenue Service

Please consult a Tax Advisor about the deductibility of any payments made by you or others.

Payment information	Property address
\$1,720.77 Total current payment \$407.05 Escrow portion of pmt	85 FOLLY FIELD R 3203 HILTON HEAD ISLAND SC 29928

### 2014 INTEREST DETAIL

TOTAL INTEREST APPLIED 2014	\$10,629.54
2014 MORTGAGE INTEREST RECEIVED FROM PAYER/BORROWER(S)	\$10,629.54

If you have questions about your loan, you can use the number listed at the top of this statement. By selecting one of the options listed, you can receive information regarding:

- Taxes paid year-to-date
- Interest paid year-to-date
- The amount & date of your last payment
- Other valuable information

If you prefer to not receive a paper copy of this statement and receive it online only for future years, register at wells Fargo.com and select Delivery Preferences. We issue tax documents to the primary account owner. For security reasons, tax documents are available for online viewing only by the owner of the Taxpayer Identification Number (TIN) associated with the IRS reporting.

Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A., believes Customers come first. You can always count on us to provide the excellent service you've come to expect.

*Regime Fees*

	Regime Fees Paid by Polly Thompson	Paid	Check # or Debit
9/3/2013	September Regime Fee	\$392.00	3203
10/9/2013	October Regime Fee	\$392.00	3208
10/28/2013	November Regime Fee	\$392.00	3212
11/21/2013	December Regime Fee	\$392.00	3219
12/23/2013	January Regime Fee	\$402.00	Debit
1/24/2014	February Regime Fee	\$402.00	Debit
2/21/2014	March Regime Fee	\$402.00	Debit
3/24/2014	April Regime Fee	\$402.00	Debit
4/23/2014	May Regime Fee	\$402.00	Debit
5/22/2014	June Regime Fee	\$402.00	Debit
6/23/2014	July Regime Fee	\$402.00	Debit
7/24/2014	August Reime Fee	\$402.00	Debit
8/22/2014	Septemberr Regime Fee	\$402.00	Debit
9/23/2014	October Regime Fee	\$402.00	Debit
10/24/2014	November Regime Fee	\$402.00	Debit
11/20/2014	December Regime Fee	\$402.00	Debit
12/23/2014	Jan. Regime Fee	\$402.00	Debit

1/23/2015

Febraury Regime Fee

\$402.00

Debit

2/20/2015

March Regime Fee

\$402.00

Debit

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**\$7,598.00**

*Insurance Premiums*

	Insurance Premiums Paid by Polly Thompson	Paid	Check # or Debit
2/25/2014	2014 Insurance Premium	\$2,310.00	1041
2/16/2015	2015 Insurance Premium	\$2,237.00	1091
		<u>\$4,547.00</u>	

*Annual Fitness and Cable Fees*

Annual Fitness and Cable Fees Paid by Polly  
Thompson

Check #  
or Debit

		Paid	Check # or Debit
1/30/2014	2014 Annual Tennis & Fitness Center Assessment	\$756.00	1036
12/22/2014	2015 Annual Tennis & Fitness Assessment	\$771.00	1084
9/3/2013	Annual Cable Hargray TV for 12 Months	\$620.00	3204
8/18/2014	Annual Cable Hargray TV for 12 Months	\$660.00	1063
		<u>\$2,807.00</u>	

*Utilities*

	Utilities Paid by Polly Thompson	Paid	Check # or Debit
7/22/2013	Power	\$215.00	Debit
8/21/2013	Power	\$218.00	Debit
9/19/2013	Power	\$218.00	Debit
10/21/2013	Power	\$82.00	Debit
11/20/2013	Power	\$85.00	Debit
12/19/2013	Power	\$61.00	Debit
1/21/2014	Power	\$42.00	Debit
2/19/2014	Power	\$42.00	Debit
3/19/2014	Power	\$32.00	Debit
4/17/2014	Power	\$32.00	Debit
5/19/2014	Power	\$32.00	Debit
6/18/2014	Power	\$32.00	Debit
6/25/2014	Power	\$320.00	Debit
7/17/2014	Power	\$224.00	Debit
8/20/2014	Power	\$247.00	Debit
9/18/2014	Power	\$208.00	Debit
10/22/2014	Power	\$120.00	Debit

11/20/2014	Power	\$122.00	Debit
12/19/2014	Power	\$69.00	Debit
1/21/2015	Power	\$96.00	Debit
2/19/2015	Power	\$113.00	Debit
		<u>\$2,610.00</u>	

		<u>Paid</u>	<u>Check # or Debit</u>
8/9/2013	Phone & Internet	\$64.00	Debit
9/12/2013	Phone & Internet	\$39.00	Debit
10/11/2013	Phone & Internet	\$39.00	Debit
11/13/2013	Phone & Internet	\$39.00	Debit
12/16/2013	Phone & Internet	\$39.00	Debit
1/15/2014	Phone & Internet	\$39.00	Debit
2/13/2014	Phone & Internet	\$39.00	Debit
3/14/2014	Phone & Internet	\$39.00	Debit
4/16/2014	Phone & Internet	\$39.00	Debit
5/14/2014	Phone & Internet	\$39.00	Debit
6/16/2014	Phone & Internet	\$39.00	Debit

7/16/2014	Phone & Internet	\$39.00	Debit
8/14/2014	Phone & Internet	\$39.00	Debit
9/16/2014	Phone & Internet	\$39.00	Debit
10/15/2014	Phone & Internet	\$39.00	Debit
11/14/2014	Phone & Internet	\$39.00	Debit
12/16/2014	Phone & Internet	\$39.00	Debit
1/14/2015	Phone & Internet	\$40.00	Debit
2/11/2015	Phone & Internet	\$40.00	Debit

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**\$768.00**

**Total Utilities Paid  
by Polly Thompson \$3,378.00**

*Maintenance and Labor*

Maintenance and Labor Paid by Polly Thompson

4/15/2013	Cathy Swicegood	\$2,000.00	3163
7/18/2013	Cathy Swicegood	\$1,000.00	3191
8/21/2013	Cathy Swicegood	\$450.00	3202
10/7/2013	Cathy Swicegood	\$2,000.00	3209
11/12/2013	Cathy Swicegood (Lowes Card)	\$300.00	3217
7/24/2013	AMS General Contractors- Maintenance HVAC	\$420.00	3195
10/26/2013	Critter Control	<del>\$339.00</del>	<del>3214</del>
9/15/2004	Don Simmon	\$90.00	1065
9/29/2014	D& D Maintenance and Construction	\$925.00	1068
1/24/2015	All Phase Electrical and Plumbing, Inc.	\$121.00	1088
3/5/2015	New washer and dryer for Unit	\$1,267.81	Credit Card
		<del>\$8,912.81</del>	
		\$6,573.81	

*Rental Income*

**Rental Income**

6/30/2013	Disbursement to Owner	\$19.57
7/31/2013	Disbursement to Owner	\$3,564.44
8/31/2013	Disbursement to Owner	\$2,516.47
8/31/2013	Disbursement to Owner	\$2,516.47
9/30/2013	Disbursement to Owner	\$97.87
10/31/2013	Disbursement to Owner	\$952.50
<b>Total Rental Income 2013</b>		<b>\$9,667.32</b>
3/31/2014	Disbursement to Owner	\$894.00
4/30/2014	Disbursement to Owner	\$862.00
5/31/2014	Disbursement to Owner	\$637.25
6/30/2014	Disbursement to Owner	\$2,935.50
7/31/2014	Disbursement to Owner	\$3,096.77
8/31/2014	Disbursement to Owner	\$2,496.00
9/30/2014	Disbursement to Owner	\$1,067.24
10/31/2014	Disbursement to Owner	346.75
<b>Total Rental Income 2014</b>		<b>\$12,335.51</b>
<b>Total Rental Income to Date</b>		<b>\$22,002.83</b>

*Rental Income*

**Rental Income**

6/30/2013	Disbursement to Owner	\$19.57
7/31/2013	Disbursement to Owner	\$3,564.44
8/31/2013	Disbursement to Owner	\$2,516.47
8/31/2013	Disbursement to Owner	\$2,516.47
9/30/2013	Disbursement to Owner	\$97.87
10/31/2013	Disbursement to Owner	\$952.50

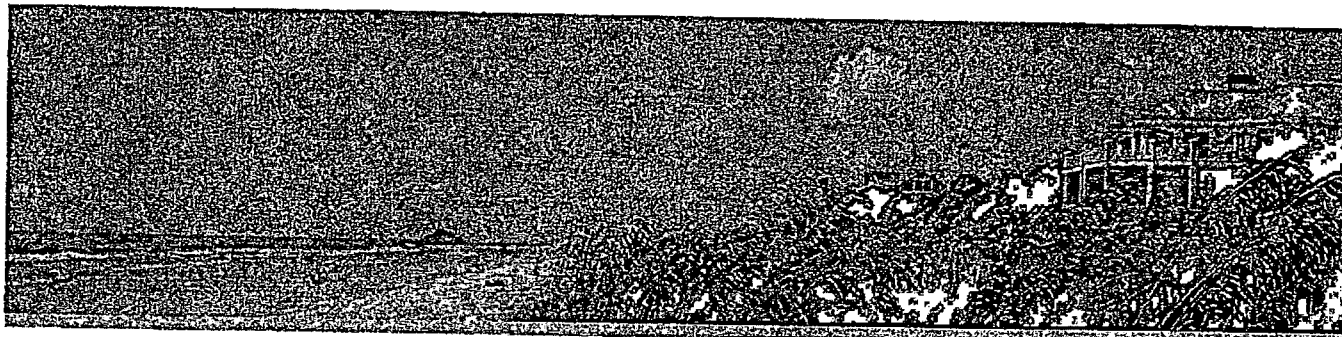
**Total Rental Income 2013 \$9,667.32**

3/31/2014	Disbursement to Owner	\$894.00
4/30/2014	Disbursement to Owner	\$862.00
5/31/2014	Disbursement to Owner	\$637.25
6/30/2014	Disbursement to Owner	\$2,935.50
7/31/2014	Disbursement to Owner	\$3,096.77
8/31/2014	Disbursement to Owner	\$2,496.00
9/30/2014	Disbursement to Owner	\$1,067.24
10/31/2014	Disbursement to Owner	346.75

**Total Rental Income 2014 \$12,335.51**

**Total Rental Income to Date \$22,002.83**

ROA PAGE 413



Home ▾ Vacation Rentals ▾ Rental Places ▾ Pet Friendly Things To Do ▾ Long Term Rentals Real Estate

**Search Filter**

**Island Club 3203 - Folly Field**

**By Available Date**

⊕ Wishlist ▲ Back to Result ▶ View Next

Arrival

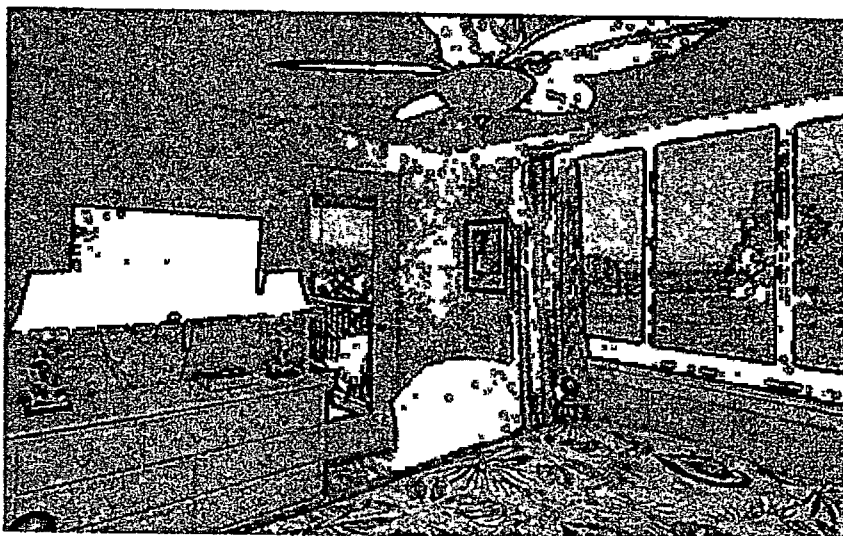
Departure

**By Rental Type**

- Vacation Condo/Villa (342)
- Vacation Home (138)

**By Location**

- Sea Pines (91)
- Palmetto Dunes (106)
- Forest Beach (105)
- Shipyard (76)
- Folly Field (69)
- Singleton Beach (27)
- Port Royal (5)
- Daufuskie Island (1)



Master Bedroom

**By Bedrooms**

- 1 Bedroom (49)
- 2 Bedrooms (196)
- 3 Bedrooms (113)
- 4 Bedrooms (52)
- 5 Bedrooms (29)
- 6 Bedrooms (28)
- 7 Bedrooms (9)
- 8 Bedrooms (3)
- 9 Bedrooms (1)



Weekly Rate Range:  
\$1,035 - \$1,882\*

📞 866-390-9604

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**By Amenity**

- Free Internet Access (395)
- Tennis Privileges (165)
- Pool Access (469)

Overview Amenities Rates Calendar Map

**Island Club 3203 - 2 Bedrooms**

Location: Folly Field Bedrooms: 2 Bedrooms

[View Photos](#)

Booking Type	Unit (First - Last Night) [Nights]	Customer Name	Created	Movable	Rent	Charges	Taxes	Total	Payments	Balance
Source Category	A / C / F / Pets Primary Phone Source SubCategory									
BKG-00614	IClb3203 (12/26/2013 - 12/29/2013) [4]	Swicegood Cathy	11/25/2013	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res. - Comp	2 0 0 +1 (864) 423-0707									
Other	Owner									
HLD-00433	IClb3203 (2/13/2014 - 2/15/2014) [3]	Samantha	2/6/2014	<input checked="" type="checkbox"/>						
Hold - Renter	1 0 0									
BKG-02133	IClb3203 (2/18/2014 - 2/24/2014) [7]	Melissa	1/28/2014	<input type="checkbox"/>	\$812.00	\$177.51	\$98.95	\$1,088.46	\$1,088.46	\$0.00
Res. - Renter	2 0 0 +1 (740) 434-7641									
Other	Return Guest									
BKG-01735	IClb3203 (3/8/2014 - 3/14/2014) [7]	Cindy	1/15/2014	<input type="checkbox"/>	\$810.00	\$1,952.93	\$87.07	\$2,850.00	\$2,850.00	\$0.00
Res. - Group	4 0 0 +1 (717) 808-7101									
Internet	Our WebSite									
BKG-03083	IClb3203 (3/23/2014 - 3/28/2014) [6]	Bill	3/4/2014	<input type="checkbox"/>	\$950.00	\$795.87	\$106.93	\$1,852.80	\$1,852.80	\$0.00
Res. - Group	2 0 0 +1 (812) 449-7892									
Other	Other									
BKG-03029	IClb3203 (4/3/2014 - 4/5/2014) [3]	Swicegood Cathy	3/1/2014	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res. - Comp.	2 0 0 +1 (864) 423-0707									
Other	Owner									
BKG-03166	IClb3203 (4/12/2014 - 4/18/2014) [7]	Michele	3/6/2014	<input type="checkbox"/>	\$1,296.00	\$230.98	\$152.69	\$1,679.67	\$1,679.67	\$0.00
Res. - Renter	2 0 0 +1 (516) 996-9568									
Internet	VRBO									
BKG-02741	IClb3203 (5/13/2014 - 5/18/2014) [6]	Thompson Polly	2/18/2014	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res. - Comp.	2 0 0 +1 (864) 423-0707									
Other	Owner									
BKG-04447	IClb3203 (5/19/2014 - 5/23/2014) [5]	Swicegood Cathy	5/7/2014	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res. - Comp.	2 0 0 +1 (864) 423-0707									
Other	Owner									
BKG-03276	IClb3203 (5/24/2014 - 5/30/2014) [7]	James	3/10/2014	<input type="checkbox"/>	\$1,143.00	\$170.73	\$131.37	\$1,445.10	\$1,445.10	\$0.00
Res. - Renter	2 2 0 +1 (407) 739-1363									
EscapiaNET	Hilton Head Rentals & Gc									
BKG-04128	IClb3203 (6/7/2014 - 6/13/2014) [7]	KRISTEN	4/21/2014	<input type="checkbox"/>	\$1,445.00	\$193.38	\$163.84	\$1,802.22	\$1,802.22	\$0.00
Res. - Renter	2 3 0 +1 (864) 433-8988									
EscapiaNET	Hilton Head Rentals & Gc									
BKG-01319	IClb3203 (6/14/2014 - 6/20/2014) [7]	Mike	12/28/2013	<input type="checkbox"/>	\$1,525.00	\$166.50	\$169.16	\$1,860.66	\$1,860.66	\$0.00
Res. - Renter	2 0 0 +1 (843) 705-5847									
Referral	Other									
BKG-04998	IClb3203 (6/21/2014 - 6/27/2014) [7]	Norman	6/6/2014	<input type="checkbox"/>	\$1,384.00	\$188.80	\$157.28	\$1,730.08	\$1,730.08	\$0.00
Res. - Renter	1 0 0 +1 (865) 694-7023									
EscapiaNET	Hilton Head Rentals & Gc									

# Booking Summary 12/1/2013 - 12/31/2015 [ICib3203]

03/07/2015 12:41  
Page 2 of 2

**APPENDIX PAGE 508**

Booking Type	Unit (First - Last Night) [Nights]	Customer Name	Created	Movable	Rent	Charges	Taxes	Total	Payments	Balan
Source Category	A / C / F / Pets Primary Phone	Source SubCategory								
BKG-03157 Res. - Comp. Other	ICib3203 (6/28/2014 - 7/4/2014) [7] 2.0.0 Owner	Thompson Polly	3/6/2014	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BKG-04238 Res. - Renter EscapiaNET	ICib3203 (7/5/2014 - 7/11/2014) [7] 5.0.0 HomeAway Network	Patricia	4/26/2014	<input type="checkbox"/>	\$1,745.00	\$215.88	\$196.09	\$2,156.97	\$2,156.97	\$0.00
BKG-05145 Res. - Renter EscapiaNET	ICib3203 (7/12/2014 - 7/18/2014) [7] 3.2.0 Hilton Head Rentals & Gc	Pamela	6/14/2014	<input type="checkbox"/>	\$1,476.00	\$195.70	\$167.17	\$1,838.87	\$1,838.87	\$0.00
BKG-04768 Res. - Renter EscapiaNET	ICib3203 (7/19/2014 - 7/25/2014) [7] 1.0.0 Hilton Head Rentals & Gc	Grady	5/26/2014	<input type="checkbox"/>	\$1,568.00	\$202.60	\$177.06	\$1,947.66	\$1,947.66	\$0.00
BKG-05177 Res. - Renter EscapiaNET	ICib3203 (7/26/2014 - 8/1/2014) [7] 2.2.0 Hilton Head Rentals & Gc	Jeff	6/16/2014	<input type="checkbox"/>	\$1,396.00	\$189.70	\$158.57	\$1,744.27	\$1,744.27	\$0.00
BKG-05313 Res. - Comp. Other	ICib3203 (8/2/2014 - 8/8/2014) [7] 2.0.0 Owner	Swicegood, Cathy	6/24/2014	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BKG-02324 Res. - Renter Other	ICib3203 (8/9/2014 - 8/15/2014) [7] 2.0.0 Return Guest	Lisa	2/5/2014	<input type="checkbox"/>	\$1,395.00	\$189.63	\$158.46	\$1,743.09	\$1,743.09	\$0.00
BKG-06093 Res. - Renter EscapiaNET	ICib3203 (8/16/2014 - 8/22/2014) [7] 2.2.0 Hilton Head Rentals & Gc	John	8/12/2014	<input type="checkbox"/>	\$977.00	\$195.74	\$117.27	\$1,290.01	\$1,290.01	\$0.00
BKG-06268 Res. - Comp. Other	ICib3203 (8/28/2014 - 8/31/2014) [4] 2.0.0 Owner	Swicegood, Cathy	8/25/2014	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BKG-00313 Res. - Renter Internet	ICib3203 (9/4/2014 - 9/10/2014) [7] 2.0.0 Our WebSite	John	11/12/2013	<input type="checkbox"/>	\$688.50	\$116.31	\$80.49	\$885.30	\$885.30	\$0.00
BKG-03980 Res. - Comp. Other	ICib3203 (9/11/2014 - 9/14/2014) [4] 1.0.0 Owner	Thompson Polly	4/11/2014	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BKG-01922 Res. - Renter Internet	ICib3203 (9/19/2014 - 9/28/2014) [10] 2.0.0 Other	Helen	1/21/2014	<input type="checkbox"/>	\$1,174.50	\$182.88	\$148.79	\$1,506.17	\$1,506.17	\$0.00
BKG-06760 Res. - Renter Other	ICib3203 (10/9/2014 - 10/12/2014) [4] 2.0.0 Return Guest	Ron	10/6/2014	<input type="checkbox"/>	\$609.00	\$130.68	\$73.97	\$813.65	\$813.65	\$0.00

# Booking Summary 12/1/2013 - 12/31/2015 [IClb3203]

Booking Type	Unit (First - Last Night) [Nights]	Customer Name	Created	Movable	Rent	Charges	Taxes	Total	Payments	Balance
Source Category	A / C / F / Pets Primary Phone	Source SubCategory								
BKG-06103	IClb3203 (10/14/2014 - 10/19/2014) [6]	Swicegood, Cathy	8/13/2014	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res. - Comp.	2 0 0 +1 (864) 423-0707	Owner								
Other										
BKG-06919	IClb3203 (10/24/2014 - 10/25/2014) [2]	Swicegood, Cathy	10/21/2014	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res. - Comp.	2 0 0 +1 (864) 423-0707	Owner								
Other										
BKG-06334	IClb3203 (11/21/2014 - 12/1/2014) [11]	Thompson Polly	8/29/2014	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res. - Comp.	1 0 0 +1 (864) 423-0707	Owner								
Other										
BKG-06335	IClb3203 (12/19/2014 - 1/5/2015) [18]	Thompson Polly	8/29/2014	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res. - Comp.	1 0 0 +1 (864) 423-0707	Owner								
Other										
BKG-08053	IClb3203 (1/15/2015 - 1/17/2015) [3]	Thompson Polly	1/14/2015	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res. - Comp.	2 0 0 +1 (864) 423-0707	Owner								
Other										
BKG-08102	IClb3203 (2/12/2015 - 2/14/2015) [3]	Swicegood, Cathy	1/16/2015	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res. - Comp.	2 0 0 +1 (864) 423-0707	Owner								
Other										
BKG-09338	IClb3203 (2/27/2015 - 3/3/2015) [5]	Thompson Polly	2/26/2015	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res. - Comp.	2 0 0 +1 (864) 423-0707	Owner								
Other										
BKG-08995	IClb3203 (3/8/2015 - 3/11/2015) [4]	James	2/14/2015	<input type="checkbox"/>	\$621.00	\$156.41	\$77.74	\$855.15	\$855.15	\$0.00
Res. - Renter	2 2 0 +1 (423) 895-3410	Hilton Head Rentals & Gc								
EscapiaNET										
BKG-07857	IClb3203 (3/12/2015 - 3/15/2015) [4]	Thompson Polly	1/8/2015	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res. - Comp.	2 0 0 +1 (864) 423-0707	Owner								
Other										
BKG-07197	IClb3203 (3/20/2015 - 4/2/2015) [14]	Ronald	11/17/2014	<input type="checkbox"/>	\$2,487.10	\$271.53	\$275.87	\$3,034.50	\$3,034.50	\$0.00
Res. - Renter	2 0 0 +1 (630) 406-7948	Return Guest								
Other										
BKG-09091	IClb3203 (4/3/2015 - 4/24/2015) [22]	Swicegood, Cathy	2/18/2015	<input type="checkbox"/>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res. - Comp.	2 0 0 +1 (864) 423-0707	Owner								
Other										
BKG-07719	IClb3203 (6/6/2015 - 6/12/2015) [7]	Misty	1/2/2015	<input type="checkbox"/>	\$1,576.00	\$203.20	\$177.92	\$1,957.12	\$800.00	\$1,157.12
Res. - Renter	4 0 0 +1 (423) 782-7621	Hilton Head Rentals & Gc								
EscapiaNET										
BKG-09163	IClb3203 (6/20/2015 - 6/26/2015) [7]	Diane	2/20/2015	<input type="checkbox"/>	\$1,782.00	\$218.65	\$200.07	\$2,200.72	\$880.50	\$1,320.22
Res. - Renter	4 0 0 +1 (412) 682-6100	Our WebSite								
Internet										

Total Bookings. 39

\$26,860.10 \$6,345.61 \$3,076.76 \$36,282.47 \$33,805.13 \$2,477.3

*Financial Breakdown and Summary*

Financial Breakdown and Summary Island Club

		Paid	Check # or Debit
<b>Purchase Monies Paid by Polly Thompson</b>			
4/17/2013	Earnest Money Payment #1	\$2,000.00	3162
5/6/2013	Earnest Money Payment #2	\$13,000.00	3170
6/14/2013	Amount Paid at Closing by Electronic Transfer	\$87,361.55	
		<u>\$102,361.55</u>	

<b>Mortgage and Note Paid by Polly Thompson</b>			
7/31/2013	Mortgage with Escrow	\$1,724.56	Debit
8/30/2013	Mortgage with Escrow	\$1,724.56	Debit
9/6/2013	Mortgage with Escrow	\$865.78	Debit
9/20/2013	Mortgage with Escrow	\$865.78	Debit
10/4/2013	Mortgage with Escrow	\$865.78	Debit
10/18/2013	Mortgage with Escrow	\$865.78	Debit
11/15/2013	Mortgage with Escrow	\$865.78	Debit
11/29/2013	Mortgage with Escrow	\$865.78	Debit
12/13/2013	Mortgage with Escrow	\$865.78	Debit
12/27/2013	Mortgage with Escrow	\$865.78	Debit
1/10/2014	Mortgage with Escrow	\$865.78	Debit
1/24/2014	Mortgage with Escrow	\$865.78	Debit
2/7/2014	Mortgage with Escrow	\$865.78	Debit
2/21/2014	Mortgage with Escrow	\$865.78	Debit
3/7/2014	Mortgage with Escrow	\$865.78	Debit
3/21/2014	Mortgage with Escrow	\$865.78	Debit
4/4/2014	Mortgage with Escrow	\$865.78	Debit
4/18/2014	Mortgage with Escrow	\$865.78	Debit
5/2/2014	Mortgage with Escrow	\$865.78	Debit
5/16/2014	Mortgage with Escrow	\$865.78	Debit
5/30/2014	Mortgage with Escrow	\$865.78	Debit
6/3/2014	Mortgage with Escrow	\$865.78	Debit

6/27/2014	Mortgage with Escrow	\$865.78	Debit
7/11/2014	Mortgage with Escrow	\$865.78	Debit
7/25/2014	Mortgage with Escrow	\$865.78	Debit
8/8/2014	Mortgage with Escrow	\$865.78	Debit
8/22/2014	Mortgage with Escrow	\$865.78	Debit
9/5/2014	Mortgage with Escrow	\$865.78	Debit
9/19/2014	Mortgage with Escrow	\$865.78	Debit
10/3/2014	Mortgage with Escrow	\$865.78	Debit
10/17/2014	Mortgage with Escrow	\$865.78	Debit
10/31/2014	Mortgage with Escrow	\$865.78	Debit
11/14/2014	Mortgage with Escrow	\$865.78	Debit
11/28/2014	Mortgage with Escrow	\$865.78	Debit
12/12/2014	Mortgage with Escrow	\$865.78	Debit
12/26/2014	Mortgage with Escrow	\$865.78	Debit
1/9/2015	Mortgage with Escrow	\$865.78	Debit
1/23/2015	Mortgage with Escrow	\$865.78	Debit
2/6/2015	Mortgage with Escrow	\$865.78	Debit
2/20/2015	Mortgage with Escrow	\$865.75	Debit
3/6/2015	Mortgage with Escrow	\$865.75	Debit
		<u>\$37,214.48</u>	

Regime Fees Paid by Polly Thompson

9/3/2013	September Regime Fee	\$392.00	3203
10/9/2013	October Regime Fee	\$392.00	3208
10/28/2013	November Regime Fee	\$392.00	3212
11/21/2013	December Regime Fee	\$392.00	3219
12/23/2013	January Regime Fee	\$402.00	Debit
1/24/2014	February Regime Fee	\$402.00	Debit
2/21/2014	March Regime Fee	\$402.00	Debit
3/24/2014	April Regime Fee	\$402.00	Debit
4/23/2014	May Regime Fee	\$402.00	Debit
5/22/2014	June Regime Fee	\$402.00	Debit
6/23/2014	July Regime Fee	\$402.00	Debit

7/24/2014	August Reime Fee	\$402.00	Debit
8/22/2014	Septemberr Regime Fee	\$402.00	Debit
9/23/2014	October Regime Fee	\$402.00	Debit
10/24/2014	November Regime Fee	\$402.00	Debit
11/20/2014	December Regime Fee	\$402.00	Debit
12/23/2014	Jan. Regime Fee	\$402.00	Debit
1/23/2015	Febraury Regime Fee	\$402.00	Debit
2/20/2015	March Regime Fee	\$402.00	Debit
		<u>\$7,598.00</u>	

**Insurance Premiums Paid by Polly Thompson**

2/25/2014	2014 Insurance Premium	\$2,310.00	1041
2/16/2015	2015 Insurance Premium	\$2,237.00	1091
		<u>\$4,547.00</u>	

**Annual Fitness and Cable Fees Paid by Polly Thompson**

1/30/2014	2014 Annual Tennis & Fitness Center Assessment	\$756.00	1036
12/22/2014	2015 Annual Tennis & Fitness Assessment	\$771.00	1084
9/3/2013	Annual Cable Hargray TV for 12 Months	\$620.00	3204
8/18/2014	Annual Cable Hargray TV for 12 Months	\$660.00	1063
		<u>\$2,807.00</u>	

**Utilities Paid by Polly Thompson**

7/22/2013	Power	\$215.00	Debit
8/21/2013	Power	\$218.00	Debit
9/19/2013	Power	\$218.00	Debit
10/21/2013	Power	\$82.00	Debit
11/20/2013	Power	\$85.00	Debit
12/19/2013	Power	\$61.00	Debit
1/21/2014	Power	\$42.00	Debit
2/19/2014	Power	\$42.00	Debit
3/19/2014	Power	\$32.00	Debit

4/17/2014	Power	\$32.00	Debit
5/19/2014	Power	\$32.00	Debit
6/18/2014	Power	\$32.00	Debit
6/25/2014	Power	\$320.00	Debit
7/17/2014	Power	\$224.00	Debit
8/20/2014	Power	\$247.00	Debit
9/18/2014	Power	\$208.00	Debit
10/22/2014	Power	\$120.00	Debit
11/20/2014	Power	\$122.00	Debit
12/19/2014	Power	\$69.00	Debit
1/21/2015	Power	\$96.00	Debit
2/19/2015	Power	\$113.00	Debit
		<u>\$2,610.00</u>	

8/9/2013	Phone & Internet	\$64.00	Debit
9/12/2013	Phone & Internet	\$39.00	Debit
10/11/2013	Phone & Internet	\$39.00	Debit
11/13/2013	Phone & Internet	\$39.00	Debit
12/16/2013	Phone & Internet	\$39.00	Debit
1/15/2014	Phone & Internet	\$39.00	Debit
2/13/2014	Phone & Internet	\$39.00	Debit
3/14/2014	Phone & Internet	\$39.00	Debit
4/16/2014	Phone & Internet	\$39.00	Debit
5/14/2014	Phone & Internet	\$39.00	Debit
6/16/2014	Phone & Internet	\$39.00	Debit
7/16/2014	Phone & Internet	\$39.00	Debit
8/14/2014	Phone & Internet	\$39.00	Debit
9/16/2014	Phone & Internet	\$39.00	Debit
10/15/2014	Phone & Internet	\$39.00	Debit
11/14/2014	Phone & Internet	\$39.00	Debit
12/16/2014	Phone & Internet	\$39.00	Debit
1/14/2015	Phone & Internet	\$40.00	Debit
2/11/2015	Phone & Internet	\$40.00	Debit
		<u>\$768.00</u>	

Total Utilities Paid \$3,378.00

Maintenance and Labor Paid by Polly Thompson

<del>4/15/2013</del>	<del>Cathy Swicegood</del>	<del>\$2,000.00</del>	<del>3163</del>
7/18/2013	Cathy Swicegood	\$1,000.00	3191
8/21/2013	Cathy Swicegood	\$450.00	3202
10/7/2013	Cathy Swicegood	\$2,000.00	3209
11/12/2013	Cathy Swicegood (Lowes Card)	\$300.00	3217
7/24/2013	AMS General Contractors- Maintenance HVAC	\$420.00	3195
<del>10/26/2013</del>	<del>Critter Control</del>	<del>\$339.00</del>	<del>3214</del>
9/15/2004	Don Simmon	\$90.00	1065
9/29/2014	D& D Maintenace and Construction	\$925.00	1068
1/24/2015	All Phase Electrical and Plumbing, Inc.	\$121.00	1088
3/5/2015	New washer and dryer for Unit	\$1,267.81	Credit Card
		<del>\$8,912.81</del>	
		\$6,573.81	

Rental Income

6/30/2013	Disbursement to Owner	\$19.57	
7/31/2013	Disbursement to Owner	\$3,564.44	
8/31/2013	Disbursement to Owner	\$2,516.47	
8/31/2013	Disbursement to Owner	\$2,516.47	
9/30/2013	Disbursement to Owner	\$97.87	
10/31/2013	Disbursement to Owner	\$952.50	
	Total Rental Income 2013	\$9,667.32	

3/31/2014	Disbursement to Owner	\$894.00	
4/30/2014	Disbursement to Owner	\$862.00	
5/31/2014	Disbursement to Owner	\$637.25	
6/30/2014	Disbursement to Owner	\$2,935.50	
7/31/2014	Disbursement to Owner	\$3,096.77	
8/31/2014	Disbursement to Owner	\$2,496.00	

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9/30/2014  
10/31/2014

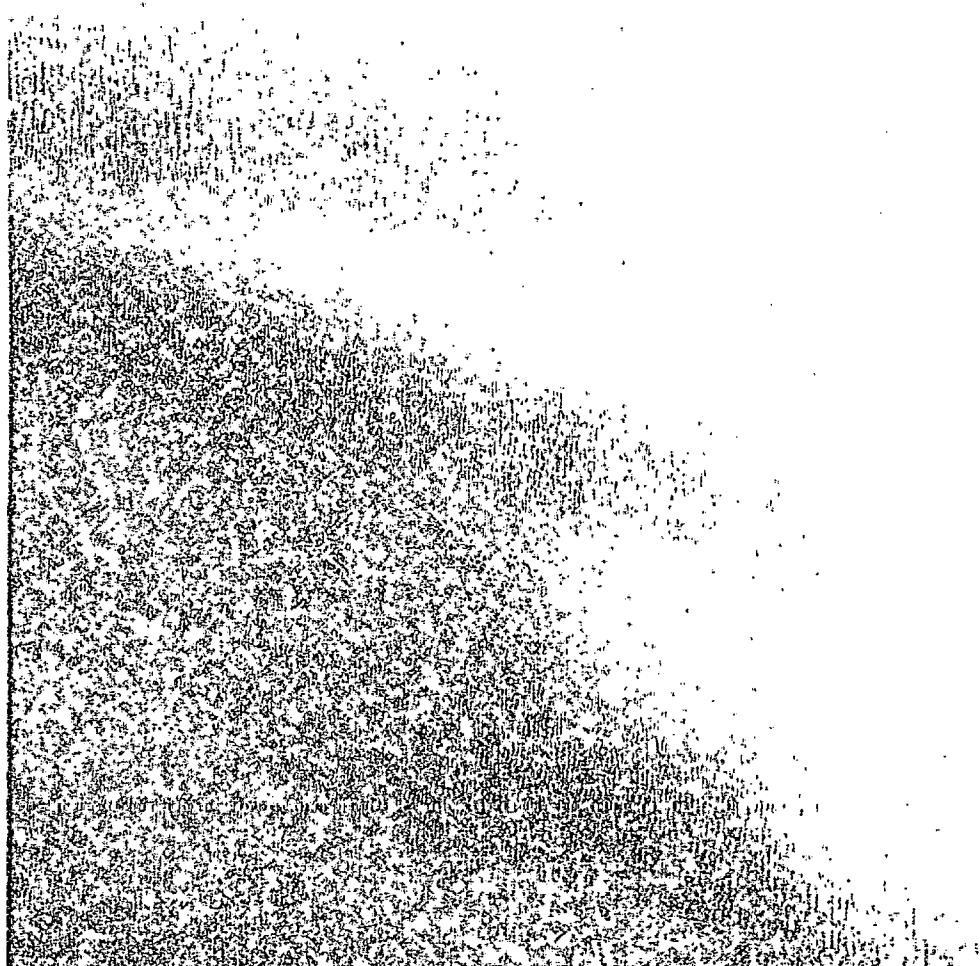
Disbursement to Owner	\$1,067.24
Disbursement to Owner	346.75
<b>Total Rental Income 2014</b>	<b>\$12,335.51</b>

**Total Rental Income to Date**                      **\$22,002.83**

<b>Amount Paid By Polly Thompson</b>	<b>\$164,479.84</b>
<b>Minus Total Rental Income</b>	<b>\$22,002.83</b>
<b>Total Amount Paid By Polly Thompson to date</b>	<b>\$142,477.01</b>

# Lake Hartwell Property

505 Sheffield Drive, Westminster, South Carolina 29693



Lake Hartwell Property Summary

**Property Address**

505 W. Sheffield Drive  
Westminster, South Carolina 29693

**Description of Property:** Lake Home

**1. Purchase Lot 59**

A. **Purchase Date:** May, 2010

B. **Purchase price:** \$38,500.00

C. **Money paid at closing by Polly Thompson:** \$10,209.98

D. **Amount Financed with BB & T:** \$28,875.00

E. **Documents provided:**

- i. Check number 3013 in the amount of \$10,209.98 to purchase the cashier's check to purchase Lot 59
- ii. Certified Check # 5002593029 to Michael Burrell, Attorney at Law, for down payment
- iii. Deed
- iv. BB & T Loan Statement showing loan amount

**2. Purchase Lot 58**

A. **Purchase Date:** July, 2012

B. **Purchase price:** \$35,000.00

C. **Money paid by Polly Thompson:** \$35,469.23

D. **Documents provided:**

- i. Summary reflecting:
  - a. Check number 3129 in the amount of \$34,969.23 for cashier's check for purchase of Lot 58
  - b. Cashier's check number 5005084116 to Guest and Brady, LLC for closing
  - c. Check number 3122 in the amount of \$500.00 to Betsy Vanover for earnest money
- ii. Settlement Statement from closing
- iii. Deed

**3. House at 505 W. Sheffield Drive on joined Lots 58 and 59)**

A. **Mortgage Amount:** \$152,000.00

B. **Appraised Value July 7, 2011(Includes Lot 59, but not Lot 58):** \$190,000.00

C. **Amount paid at closing by Polly Thompson:** \$6,678.43

D. **Amount paid at closing by Cathy Swicegood:** \$22,000.00

**E. Documents Provided:**

- i. Appraisal letter date July 7, 2011
- ii. BB& T Cashier's check number 5003511159 to John W. Fields from Polly Thompson
- iii. Wachovia Cashier's Check number 1200680666 to John W. Fields from Cathy Swicegood
- iv. Settlement Statement (HUD-1A)

**4. Mortgage and Note**

- A. **Loan Amount:** ~~\$152,000.00~~ \$151,500.00
- B. **Taxable Market Value:** \$211,150.00
- C. **Payoff as of March 17, 2015:** \$143,407.75
- D. **Mortgage/Escrow payments 2012-July, 2014:** \$831.41 (Paid by Polly Thompson)
- E. **Current Mortgage/ Escrow payments:** \$915.00 per month (Paid by Polly Thompson)
- F. **Total Mortgage Payments Paid By Polly Thompson Since January, 2014:** \$12,224.87
- G. **Total Mortgage Payments Paid By Polly Thompson to Date:** \$28,853.07

**H. Documents Provided:**

- i. Mortgage Note in Polly Thompson's name only
- ii. Oconee County Owner and Parcel Information sheet
- iii. Summary reflecting:
  - a. BB & T Statements showing debits from Polly Thompson's account for all mortgage payments from June, 2012 to February, 2013
  - b. BB & T Statement of Account showing debits from Polly Thompson's account for all mortgage payments from March, 2013 to Present
- iv. Wells Fargo Mortgage Interest Statements for 2012, 2013 and 2014 in Polly Thompson's name

**5. Foxwood Hills POA Fees / Oconee County 2012 Taxes**

- A. **Oconee County 2012 Taxes:** \$1,043.70
- B. **Total POA Dues Paid By Polly Thompson Since January, 2014:** \$684.00
- C. **Total POA Dues Paid By Polly Thompson to Date:** \$1819.00
- D. **Documents Provided:**
  - Summary reflecting:
    - i. Check number 1010 in the amount of \$1,043.70 to Oconee County Treasurer paid by Polly Thompson
    - ii. Check number's 3108, 3109, 3158, 1044, and 1045 to Foxwood Hills POA totaling \$1819.00

**6. Construction/ Improvements**

**A. Total costs paid by Polly Thompson for construction and improvements: \$42,735.41**

**B. Documents Provided:**

- Summary reflecting:
  - i. Check number 3014 in the amount \$830.00 to Bob Connor, B & D Grading
  - ii. Check number 3017 in the amount of \$300.00 to Shawn Kern
  - iii. Check number 3031 in the amount of \$250.00 to Bob Connor
  - iv. Check number 3047 in the amount of \$59.99 to Total Environment Solutions, Inc. (TESI) for water and sewer
  - v. Check number 3056 in the amount of \$600.00 to B & D Grading
  - vi. Check number 3110 in the amount of \$138.81 to Blue Ridge Electric
  - vii. Check number 3131 in the amount of \$4050.00 to Harland Meyer for dock and float work
  - viii. Check number 1005 in the amount of \$5000.00 for first payment on new home construction paid to Mitchell Bruce
  - ix. Check number 1001 in the amount of \$975.00 and 1002 in the amount of \$ 2,100.00 to Willie Rapael for tile, rock and stone work
  - x. Check number 1008 in the amount of \$3,700.00 to Tim Ramsey for landscaping, mulch and Sod
  - xi. Check number 3126 in the amount of \$5000.00 (\$2,500.00 for dock deposit) remaining \$2,500.00 to Cathy Swicegood for her labor
  - xii. Check number 3142 in the amount of \$3,000.00 paid to Cathy Swicegood for her labor and materials
  - xiii. Check number 3148 in the amount of \$1,000.00 paid to Cathy Swicegood for her labor and materials
  - xiv. BB & T statement showing ARC check payment to Cathy Swicegood's Lowes credit card in the amount of \$7,426.64
  - xv. Check number 3213 in the amount of \$879.00 paid to Harland Meyer for dock floats, bumpers, wenches and labor

**7. Utilities (Land Line, ADT Alarm System)**

**A. Total Utilities Paid By Polly Thompson Since January, 2014: \$1,234.90**

**B. Total Utilities Paid By Polly Thompson To Date: \$3,029.88**

**C. Documents Provided:**

- Summary reflecting:
  - i. BB&T account statements showing debits from Polly Thompson's account for AT & T land line from March, 2012, to June, 2012

- ii. See BB&T account statements provided in Section 4, Mortgage and Note for debits for AT&T land line from July, 2012 to February, 2013
- iii. BB&T Statement of Account showing debits from Polly Thompson's account for AT & T land line from March, 2013 present
- iv. Polly Thompson's American Express card transaction detail showing payments to ADT Alarm System

**8. Financial Summary**

<b>Fair Market Tax Value:</b>	\$211,150.00
<b>Mortgage Loan Balance:</b>	<u>\$143,407.75</u>
<b>Estimated Equity:</b>	\$ 67,742.25

**Total Payments Paid by Polly Thompson since January, 2014:** \$14,143.77  
**Total Amounts Paid by Polly Thompson to date:** \$129,838.70

*Purchase Lot 59*

Reference: 10000515846011:10000515847011:10000494219011


POLLY THOMPSON  
 CATHY J SWICEGOOD  
 PH. 864-458-7123  
 14 WOODHEDGE CT  
 MAULDIN, SC 29662-2637

3013  
67-160/532

May 18 2010  
*Date*

PAY BB&T \$ 10,209.98  
*in the order of*

Ten thousand - two hundred - nine and 98/100 Dollars

 BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BB&T BB&T.com

Certified CK *Signature* Polly Thompson

⑈ 2501 ⑈ 03013

ID State: SC  
 ID Type: State Driver's License

M531011214 BB&T #6417  
 1251 ASPEN PINE DR PKT904  
 CHARLOTTE, NC 28206

7701204305

8015106 P19167 062 00025 14:57 05/18/10  
 2501 OVERRIDE  
 PK \$10,209.98

Date 20100519  
 Amount ~~2501~~  
 Serial Number 0000003013

Account Number ~~2501~~  
 CR-DR D  
 Transaction Link 016417770120430519

OFFICIAL CHECK

M16779-09785557

THE REPLACEMENT OF THIS DOCUMENT REQUIRES THE COMPLETION OF A BB&T DECLARATION OF LOSS

5002593029

0015106-8887 MAULDIN MAIN

MAY 19, 2010

68-236/514

MICHAEL B. BURRELL ATTORNEY AT LAW

COPY: NON NEGOTIABLE

BB&T

10209100990000

*Erin Mitchell*

POLLY THOMPSON

0015106 817167 062 00026 14:59 05/18/10

#000000000000 OFFCHECK

PH

110,209.99



FILED FOR RECORD  
OCONEE COUNTY S.C.  
REGISTER OF DEEDS  
Space at this line for recording information

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE ) P 2: 54 TITLE TO REAL ESTATE DEED

Grantee's address: 14 Woodhedge Ct.  
Mauldin, SC 29662

KNOW ALL MEN BY THESE PRESENTS THAT, JAY HUFNAGEL AND CHRISTINE HUFNAGEL A/K/A CHRISTINE FAYE HUFNAGEL, hereinafter, whether one or more, called Grantor, in the State aforesaid, in consideration of the sum of THIRTY EIGHT THOUSAND FIVE HUNDRED AND 00/100 (\$38,500.00) DOLLARS to Grantor in hand paid at and before the sealing of these presents by POLLY THOMPSON AND CATHY J. SWICEGOOD, as Joint Tenants, with rights of survivorship, and not as Tenants in Common, hereinafter, whether one or more, called Grantee, (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 Grantee, as Joint Tenants, with rights of survivorship, and not as Tenants in Common, their heirs and assigns, forever, in fee simple, the following described property, to wit:

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, Center Township, being known and designated as Lot Number Fifty-Nine (59), Section M, of Foxwood Hills f/k/a Mountain Bay Estates, on a plat thereof prepared by Dean H. Teasley, RLS, dated October 5, 2000, of record in the Office of the Register of Deeds for Oconee County, South Carolina, in Plat Book 62 at Page 110, and having the metes and bounds, courses and distances as upon said plat appear, being incorporated herein by reference thereto.

Recorded this 1 day of June  
Book 2010 Page 11634  
Fee  
Kuntz E. New

DERIVATION:

The above described property was acquired by the Grantor herein by Deed of Jia-Ji Gu, said Deed dated November 30, 2005, and recorded January 23, 2006, in Deed Book 1475, at Page 85, re-recorded in Deed Book 1773 at Page 250, records of the Oconee County Register of Deeds Office.

TMS # 316-02-01-002

This conveyance is specifically made subject to any and all recorded rights-of-way, easements, conditions and restrictions, and zoning ordinances, or other land use regulations pertaining to the property herein conveyed, and in addition is subject to any of the foregoing which may appear from an inspection of the premises.

FOR OFFICE USE ONLY  
THIS PROPERTY DESIGNATED AS  
MAP 316 SUB 02 BLK 01 PARC 002  
ON OCONEE COUNTY TAX MAPS

OCONEE COUNTY  
STATE TAX 100.10  
COUNTY TAX 42.35  
EXEMPT

OCONEE COUNTY ASSESSOR

0138667  
Michael Burrell  
608 N McDuffie St.  
Anderson, SC 29621



FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS

STATE OF SOUTH CAROLINA)  
COUNTY OF OCONEE )

AFFIDAVIT

Page 1 of 2  
2010 MAY 28 P 2:54

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 Lot #59, Foxwood Hills  
bearing Oconee County Tax Map Number 316-02-01-002, was transferred  
by Jay Hufnagel and Christine Hufnagel a/k/a Christine Faye Hufnagel to  
Polly Thompson and Cathy J. Swicegood on May 18, 2010

3. Check one of the following: The deed is

- (a) XX 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.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) XX The fee is computed on the consideration paid or to be paid in money or money=s worth in the amount of \$38,500.00
- (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 XX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If A 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: \$38,500.00
- (b) Place the amount listed in item 5 above here: 0
- (If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$38,500.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording, fee due is: \$142.45

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

9. I understand that a person required to furnish this affidavit who wilfully 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 not more than one year, or both.

Michael B. Burrell  
Responsible Person Connected with the Transaction

SWORN to before me this 18th  
day of May 20 10.  
Denise R. Nuttall  
Notary Public for South Carolina  
My Commission Expires: 4/21/18

Michael B. Burrell  
Print or Type Name Here

### INFORMATION

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, value means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

### Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A family partnership is a partnership whose partners are all members of the same family. A family trust is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. A family means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quit claim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quit claim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed-pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S. C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.



5045 80151150900-15-01-00  
 POLLY THOMPSON  
 14 WOODHEDGE CT  
 MAULDIN SC 29662-2637

Loan Questions?  
 Call 1-888-LOAN BBT (1-888-562-622)

June 05, 2010

<b>Account Status</b>	
Statement Date .....	06/06/10
Loan Account Number .....	[REDACTED]-9004
Interest Rate .....	6.50000
<b>Next Payment Due: 06/18/10</b>	

Thank you for choosing BB&T for your loan. Whether you pay online by telephone, in person, by mail, or by automatic draft, you'll receive this monthly statement for your records.

Or, GO PAPERLESS, sign up for BB&T OnLine® Banking today through BBT.com.

<b>Payment Detail</b>	
Regular Payment Amount .....	\$251.57
Current Amount Due .....	\$251.57
Past Due Amount .....	\$0.00
Fees / Charges .....	\$0.00
<b>Total Amount Due .....</b>	<b>\$251.57</b>

<b>Transaction History</b>		Equal Housing	Member FDIC
Date	Description	Amount	Balance
05/18/10	NEW LOAN	\$28,875.00	\$28,875.00

Detach here and mail with your payment in the enclosed envelope. Make check payable to BB&T. Be sure to include your loan account number on the check. Allow 7 days for postal delivery.

00225106215929004000000251570488

**Payment Form**

08015115 900-15-01-00  
 BB&T ITEM PROCESSING CENTER  
 PO BOX 580048  
 CHARLOTTE NC 28258-0048

POLLY THOMPSON  
 CATHY J SWICEGOOD  
 Loan Account Number: [REDACTED]-9004  
**Payment Due Date: 06/18/10**  
**Amount Due: \$251.57**  
 Amount Enclosed \$

\*Check here if you prefer to have your payment drafted.  
 \*Please provide details on back. (OVER)

⑆520011113⑆ 2510621592⑆ 9004

*Purchase Lot 58*

		Paid	Check # or Debit
	<b>Purchase of Adjoining Lot 58</b>		
7/27/2012	Amount paid at closing by Polly Thompson	\$34,969.23	3129
6/8/2012	Earnest Money paid to Betsy Vanover by Polly Thompson	\$500.00	3122
		<u>\$35,469.23</u>	

<b>B. Type of Loan</b>			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number 2012-0314
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv 'ns	<input type="checkbox"/> Other	7. Loan Number
			8. Mortgage Insurance Case Number
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.			
<b>D. Name &amp; Address of Borrower:</b>		P. Thompson 14 Woodhedge Court, Mauldin, SC 29662 Cathy J. Swicegood, 14 Woodhedge Court, Mauldin SC 29662	
<b>E. Name &amp; Address of Seller:</b>		1031 of the Carolinas as QI for Gary E. and Elizabeth B. Vanover	
<b>F. Name &amp; Address of Lender:</b>			
<b>G. Property Location:</b>		Property Address 507 W Sheffield Dr Westminster South Carolina 29693	
		Subdivision Lot 58, Foxwood Hills Subdivision, Section M, Oconee County, South Carolina	
		PIN 316-02-01-001	
<b>H. Settlement Agent:</b>		Guest and Brady, LLC, 900 E. North Street, Suite 210, Greenville, SC 29601, (864) 233-7200	
<b>Place of Settlement:</b>		900 E. North Street, Suite 210 Greenville, SC 29601	
<b>I. Settlement Date:</b> 7/27/2012		<b>Proration Date:</b> 7/27/2012	
<b>Disbursement Date:</b> 7/27/2012			
<b>Summary of Borrower's Transaction</b>		<b>Summary of Seller's Transaction</b>	
<b>100. Gross Amount Due from Borrower</b>		<b>400. Gross Amount Due to Seller</b>	
101. Contract sales price	\$35,000.00	401. Contract sales price	\$35,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$786.20	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. Gross Amount Due from Borrower</b>	<b>\$35,786.20</b>	<b>420. Gross Amount Due to Seller</b>	<b>\$35,000.00</b>
<b>200. Amounts Paid by or for Borrower</b>		<b>500. Reductions in Amount Due to Seller</b>	
201. Deposit or earnest money	\$500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$279.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposit or earnest money	\$500.00
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. City/town taxes		510. City/town taxes	
211. County taxes 1/1/2012 to 7/27/2012	\$316.97	511. County taxes 1/1/2012 to 7/27/2012	\$316.97
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid by/for Borrower</b>	<b>\$816.97</b>	<b>520. Total Reduction Amount Due Seller</b>	<b>\$1,096.47</b>
<b>300. Cash at Settlement from/to Borrower</b>		<b>600. Cash at Settlement to/from Seller</b>	
301. Gross amount due from borrower (line 120)	\$35,786.20	601. Gross amount due to seller (line 420)	\$35,000.00
302. Less amounts paid by/for borrower (line 220)	(\$816.97)	602. Less reductions in amount due seller (line 520)	(\$1,096.47)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$34,969.23	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$33,903.53

\$ 34,969.23

Certified Check

700. Total Sales/Broker's Commission		Paid From	Paid From
Division of commission (line 700) as follows:		Borrower's	Seller's
701		Fund	Fund
702		Settlement	Settlement
703.	Commission paid at settlement		
704			
<b>800. Items Payable in Connection with Loan</b>			
801	Loan origination fee		
802	Loan discount		
803.	Appraisal fee		
804	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807	Assumption fee		
808.			
809.			
810.			
811			
812			
813.			
<b>900. Items Required by Lender to be Paid in Advance</b>			
901	Interest from		
902	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904			
905.			
<b>1000. Reserves Deposited with Lender</b>			
1001.	Hazard insurance		
1002	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005	Annual assessments		
1006.			
1007.			
1008.			
1009.			
<b>1100. Title Charges</b>			
1101	Settlement or closing fee		
1102	Abstract or title search to Powell Abstracting, LLC	\$195.00	
1103.	Title examination		
1104	Title insurance binder		
1105.	Document preparation to Guest & Brady, LLC		\$150.00
1106.	Notary fees		
1107	Attorney's fees to Guest & Brady LLC	\$375.00	
	Includes above item numbers.		
1108.	Title insurance to Guest & Brady LLC	\$151.20	
	Includes above item numbers.		
1109.	Lender's coverage		
1110	Owner's coverage \$35,000.00	\$151.20	
1111	File archival Fee to Guest & Brady, LLC	\$30.00	
1112	Copier/Courier Fee to Guest & Brady, LLC	\$25.00	
1113.			
<b>1200. Government Recording and Transfer Charges</b>			
1201	Recording fees. Deed \$10.00	\$10.00	
1202	City/county tax/stamps. Deed \$38.50		\$38.50
1203.	State tax/stamps. Deed \$91.00		\$91.00
1204			
1205.			
1206.			
<b>1300. Additional Settlement Charges</b>			
1301	Survey		
1302	Pest inspection		
1303.			
1304			
1305.			
1306.			
1307.			
1400.	<b>Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>	<b>\$786.20</b>	<b>\$279.50</b>

Items marked "POC" were paid outside the closing by Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

disbursements made on my account or by me in this transaction, I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Settlement Statement" and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.

# APPENDIX PAGE 535

\_\_\_\_\_  
P Thompson

\_\_\_\_\_  
1031 of the Carolinas as Qi for Gary E. and Elizabeth S. Vanover

\_\_\_\_\_  
Cathy J. Swicegood

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

\_\_\_\_\_  
Guest and Brady, LLC

\_\_\_\_\_  
Date

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

OCONEE COUNTY  
STATE TAX \_\_\_\_\_  
COUNTY TAX \_\_\_\_\_  
EXEMPT   /  /  

QUITCLAIM DEED

THIS QUITCLAIM DEED, EXECUTED THIS March 19, 2013

BY FIRST PARTY, POLLY THOMPSON AND CATHY J. SWICEGOOD

WHOSE ADDRESS IS: 14 WOODHEDGE CT MAULDIN SC 29662

TO SECOND PARTY, POLLY THOMPSON AND CATHY J SWICEGOOD  
AS JOINT TENTANTS, WITH RIGHTS OF SURVIORSHIP, AND NOT AS TENTANTS IN  
COMMON

WHOSE ADDRESS IS: 14 WOODHEDGE CT MAULDIN SC 29662

WITNESSETH, THAT THE SAID FIRST PARTY, FOR THE SUM OF \$10.00 HEREBY  
REMISE, RELEASE AND QUITCLAIM UNTO THE SAID SECOND PARTY FOREVER, ALL THE  
RIGHTS, TITLE, INTEREST AND CLAIM WHICH THE SAID FIRST PARTY HAS IN AND TO THE  
FOLLOWING DESCRIBED PARCEL OF LAND, AND IMPROVEMENTS AND APPURTENANCES  
THERETO IN THE COUNTY OF OCONEE STATE OF SC TO WIT:

ALL THAT CERTAIN, PIECE, PARCEL OR TRACT OF LAND SITUATED, LYING AND BEING IN  
OCONEE COUNTY, SC, AND SHOWN AND DESIGNATED AS LOT 58 SECTION 'M' OF  
FOXWOOD HILLS SUBDIVISION (PREVIOUS KNOWN AS MOUNTAIN BAY ESTATES) IN PLAT  
BOOK NUMBER 34 PAGE 164 IN THE OFFICE OF CLERK OF COURT FOR OCONEE COUNTY,  
SC, FOR A MORE DETAILED DESCRIPTION AS TO THE COURSES METES AND BOUNDS  
REFERENCE IS MAKE TO SAID PLAT OF RECORD. THIS CONVEYANCE IS SUBJECT TO ALL  
RESTRICTIONS AND EASEMENTS OF RECORD IN THE OFFICE OF THE CLERK OF COURT OF  
OCONEE COUNTY.

THIS CONVEYANCE IS SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS,  
COVENANTS, AND CONDITIONS, RIGHT OF WAY, ZONING RULES AND LAWS AND  
REGULATIONS, ANY OF WHICH MAY BE FOUND ON THE PREMISES OR OF RECORD IN THE  
OFFICE OF CLERK OF COURT FOR OCONEE COUNTY, SOUTH CAROLINA. THIS BEING THE  
IDENTICAL PROPERTY CONVEYED UNTO THE GRANTOR(S) HEREIN BY DEED RECORDED  
IN DEED BOOK 1912 PAGE 209-211 TAX MAP # 316-02-01-001.

GRANTEE BY ACCEPTANCE HERE OF AND BY AGREEMENT WITH THE GRANTOR HEREBY  
EXPRESSLY ASSUMES AND AGREES TO BE BOUND AND COMPLY WITH ALL THE  
COVENANTS, TERMS, PROVISIONS AND CONDITIONS SET FORTH IN THE AFORESAID  
DECLARATIONS AND RULES AND REGULATIONS MADE THEREUNDER.

IN WITNESS WHEREOF, THE SAID FIRST PARTY HAS SIGNED AND SEALED THESE PRESENTS  
THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF:

WITNESS A. [Signature]  
WITNESS B. [Signature]

\* [Signature]  
SELLER (POLLY THOMPSON)  
\* [Signature]  
SELLER (CATHY J SWICEGOOD)

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS  
2013 MAR 25 A 11:34

FOR OFFICE USE ONLY  
THIS PROPERTY DESIGNATED AS  
MAP 316 SUB 02 BLK 01 PARC 001  
ON OCONEE COUNTY TAX MAPS  
[Signature]  
OCONEE COUNTY ASSESSOR

Recorded this 20 day of March  
Book 1912 Page 209-211  
Fee  
[Signature]  
Clerk of Court, Oconee County, S.C.

Ref  
10.00  
010861

STATE OF SOUTH CAROLINA  
COUNTY OF Oconee

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED WITNESS AND MADE OATHS THAT  
(S)HE WITH THE OTHER WITNESS WHOSE NAME IS SUBSCRIBED ABOVE WITNESSED THE  
EXECUTION THEREOF.

SWORN TO BEFORE ME THIS 19 DAY  
OF March 2013  
John A. [Signature] (SEAL)  
NOTARY PUBLIC OF SOUTH CAROLINA  
MY COMMISSION EXPIRES May 03, 2022

[Signature]  
WITNESS A.

*Purchase*

(505 W. Sheffield Drive, Westminster, SC)

**PALMETTO APPRAISAL SERVICES**  
P.O. Box 390  
Clemson, SC 29633  
864-882-8651

---

July 7, 2011

Oconee Federal Savings & Loan  
813 ByPass 123, P.O. Box 1039  
Seneca SC 29679

Property - 505 W Sheffield Drive  
Westminster, SC 29693  
Borrower - Cathy J. Swicegood/Polly A. Thompson  
File No. - 32897T  
Case No. -

Dear Mr. White:

In accordance with your request, I have prepared an appraisal of the real property located at 505 W Sheffield Drive , Westminster, SC.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the Summary Report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of July 7, 2011 is :

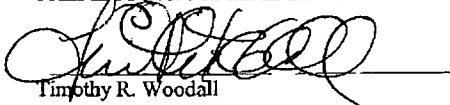
\$190,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

PALMETTO APPRAISAL SERVICES

  
Timothy R. Woodall  
SC License #L91

OMB Approval No. 2502-0265

**Settlement Statement (HUD-1A)**  
Optional Form for transactions without Sellers

Address of Borrower WICEGOOD THOMPSON WEDGE CT SC 29662	Name and Address of Lender OCONEE FEDERAL SAVINGS AND LOAN ASSOCIATION 115 EAST NORTH SECOND STREET SENECA, SC 29678
Location: (If different from above) SHEFFIELD DRIVE WATER, SC 29693 County, South Carolina SECTION M HILLS	Settlement Agent John W. Fields, P.A. 10 Commons Blvd Seneca, SC 29678 Ph. (864)882-1812 Place of Settlement 10 Commons Blvd Seneca, SC 29678 Settlement Date August 4, 2011

A. Charges		M. Disbursements to Others	
1501. Loan Origination Charge	\$ 1,520.00 (from GFE #1)	1501.	
1502. Points or charge (points) for the specific interest rate chosen	\$ (from GFE #2)	1502.	
1503. Unpaid origination charges	(from GFE #A) 1,520.00	1503.	
1504. Appraisal Fee	to PALMETTO APPRAISAL (from GFE #3) 300.00	1504.	
1505. Report Fee	to OCONEE FEDERAL SAVINGS AND LOAN (from GFE #3) 30.00	1505.	
1506. Title Insurance	to PALMETTO APPRAISAL (from GFE #3) 300.00	1506.	
1507. Certification Fee	(from GFE #3)	1507.	
1508. Title Insurance Fee	(from GFE #3)	1508.	
1509. Title Insurance Fee	(from GFE #3)	1509.	
1510. Title Insurance Fee	(from GFE #3)	1510.	
1511. Title Insurance Fee	(from GFE #3)	1511.	
1512. Title Insurance Fee	(from GFE #3)	1512.	
1513. PAYOFF	to 27,304.23	1513.	
1514. Title Insurance Fee	(from GFE #3)	1514.	
1520. Total Disbursed	27,304.23	1520.	
(enter on line 1603)			

B. Charges		N. Settlement	
1600. Loan Amount	\$ 152,000.00	1600.	
1601. Plus Cash/Check from Borrower	\$ 28,678.43	1601.	
1602. Minus Total Settlement Charges (line 1400)	\$ 3,224.20	1602.	
1603. Minus Total Disbursements to Others (line 1520)	\$ 27,304.23	1603.	
1604. Equals Disbursements to Borrower (after expiration of any applicable rescission period required by law)	\$ 0.00	1604.	

C. Government Recording and Transfer Charges		D. Additional Settlement Charges	
25.00	Document recording charges to REGISTER OF DEEDS (from GFE #7)	40.00	1604. Equals Disbursements to Borrower (after expiration of any applicable rescission period required by law)
20.00	Transfer taxes		
	County/tax/stamps		
	State tax/stamps		
	Additional Settlement Charges		
	Unpaid services that you can shop for		
	Enhancement Fee (6 month to YES)		
3,224.20	TOTAL SETTLEMENT CHARGES (enter on line 1602)		

I, the undersigned, being a duly qualified Settlement Agent, certify that I am a duly qualified Settlement Agent under the laws of the State of South Carolina and that I am duly licensed to act as a Settlement Agent in the State of South Carolina.

Borrower: *Cathy J. Wicegood*  
CATHY J. WICEGOOD

Settlement Agent: *John W. Fields, P.A.*  
John W. Fields, P.A., Settlement Agent

*Polly A. Thompson*  
POLLY A. THOMPSON

Reporting Burden: This collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Charges That Cannot Increase		Good Faith Estimate	HUD-1
HUD-1 Line Number			
Origination charge	# 801	1,880.00	1,520.00
Points or charge (points) for the specific interest rate chosen	# 802		
Adjusted origination charges	# 803	1,880.00	1,520.00
Prepaid taxes	#1203		

Charges That In Total Cannot Increase More than 10%		Good Faith Estimate	HUD-1
Document recording charges	#1201	18.00	25.00
Annual fee	# 804	300.00	300.00
Report	# 805	30.00	30.00
NOTION FEE	# 808	300.00	300.00
Prepaid taxes and lender's title insurance	#1101	1,525.00	1,309.20
<b>Total</b>		<b>2,173.00</b>	<b>1,964.20</b>
<b>Increase between GFE and HUD-1 Charges</b>		<b>\$ -208.80 or</b>	<b>9.61%</b>

Charges That Can Change		Good Faith Estimate	HUD-1
Deposit for your escrow account	#1001		
Interest charges	# 901	\$ /day	
Owner's insurance	# 903		

**Terms**

Initial loan amount is \$ 152,000.00

Loan term is 30 years

Initial interest rate is 4.8750 %

Initial monthly amount owed for principal, interest and mortgage insurance is \$ 604.40 includes  
 Principal  
 Interest  
 Mortgage Insurance

Can your interest rate rise?  
 No  Yes, it can rise to a maximum of \_\_\_\_%. The first change will be on \_\_\_\_ and can change again every \_\_\_\_ months after \_\_\_\_\_. Every change date, your interest rate can increase or decrease by \_\_\_\_%. Over the life of the loan, your interest rate is guaranteed to never be lower than \_\_\_\_% or higher than \_\_\_\_%.

If you make payments on time, can your loan balance rise?  
 No  Yes, it can rise to a maximum of \$\_\_\_\_\_.

If you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?  
 No  Yes, the first increase can be on \_\_\_\_\_ and the monthly amount owed can rise to \$\_\_\_\_\_. The maximum it can ever rise to is \$\_\_\_\_\_.

Does your loan have a prepayment penalty?  
 No  Yes, your maximum prepayment penalty is \$\_\_\_\_\_.

Does your loan have a balloon payment?  
 No  Yes, you have a balloon payment of \$\_\_\_\_\_ due in \_\_\_\_\_ years on \_\_\_\_\_.

Monthly amount owed including escrow account payments  
 You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself.  
 You have an additional monthly escrow payment of \$\_\_\_\_\_ that results in a total initial monthly amount owed of \$\_\_\_\_\_. This includes principal, interest, any mortgage insurance and any items checked below:  
 Property taxes  Homeowner's insurance  
 Flood insurance

If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender

OFFICIAL CHECK

THE REPLACEMENT OF THIS DOCUMENT REQUIRES THE COMPLETION OF A DEBIT DECLARATION OF LIABILITIES

500351115

2015102-0001 HAWAIIAN POSTAL

AUGUST 04, 2011

JOHN D. FIELDS

BBN 6678 101543 CB

COPY NON NEGOTIABLE

PRINT

*Handwritten Signature*


CLOSING

2015102-0001 HAWAIIAN POSTAL  
0000000000 OFFICIAL CHECK

11/11

**WACHOVIA CASHIER'S CHECK**

1200680661



**WACHOVIA**

Pay to the Order of

Remitter

Wachovia Bank, a division of Wells Fargo Bank, N.A.

NON-NEGOTIABLE

Retain this copy. Serial No. required for any future inquiry.

**CUSTOMER COPY**

Dollars

**CUSTOMER COPY**

ROA PAGE 451

*Mortgage and Note*

MIN: 1006646-0003236438-4

NOTE

Loan Number: 3236438

MAY 17, 2012  
[Date]

GREENVILLE  
[City]

SOUTH CAROLINA  
[State]

505 W SHREFFIELD DR, WESTMINSTER, SOUTH CAROLINA 29693  
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 151,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is ACOPIA, LLC, A CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on JULY 1, 2012. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JUNE 1, 2042, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 306 NORTHCREEK BLVD, SUITE 100, GOODLETTSVILLE, TENNESSEE 37072

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 712.41

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits,

tion: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5,000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"),

dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
POLLY THOMPSON (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

[Sign Original Only]



<a href="#">Recent Sales in Neighborhood</a> <a href="#">Recent Sales in Area</a>	<a href="#">Previous Parcel</a>	<a href="#">Next Parcel</a>	<a href="#">Field Definitions</a>	<a href="#">Return to Main Search</a>	<a href="#">Oconee Home</a>
Owner and Parcel Information					
Owner Name	THOMPSON POLLY & SWICEGOOD CATHY J THOMPSON POLLY & SWICEGOOD CATHY J		Today's Date	January 16, 2015	
Mailing Address	14 WOODHEDGE CT MAULDIN, SC 29662		Parcel Number	316-02-01-002 Tax ID: 46452	
Location Address	505 W SHEFFIELD DR		Tax District	(District 015)	
Legal Description	MapPlatB P34 MapPlatP 164		2012 Millage Rate		
Property Class / Property Type	/ Residential 1 Family		Acres	0.34	
Neighborhood	1102798		Parcel Map	<a href="#">Show Parcel Map</a>	
<a href="#">Generate My Parcel Map</a>					

2013 Tax Year Value Information		
Land Taxable Market Value	Improvement Taxable Market Value	Total Taxable Market Value
\$ 72,220	\$ 138,930	\$ 211,150

Land Information					
Land Type	Frontage	Effective Frontage	Effective Depth	Acres	Square Footage
WF	165.77	166	89.21	0.34	14,810

Residential Building Information								
Occupancy	Style	Base Area Sq Ft	Finished Living Area Sq Ft	Stories	Interior Walls	Exterior Walls	Year Built	Effective Year Built
Single family	31 Contemporary or Modern	1,155	1,155	1.0	Normal for Class	AL/VINYL	2012	2012
Roof Material	Roof Type	Roof Frame	Roof Pitch	Heating Type	Rooms/Bedrooms/Bathrooms	Grade	Sketch	
Metal	Gable	Std for class		Heat pump	5/3/3.0	Good	<a href="#">Show Building Sketch</a>	

Commercial and Miscellaneous Improvement Information							
Building Type	Year Built	Eff Year Built	Length/Width/Height	Size	Grade	Sketch	
CARSHEDO	2011	2011	20 / 12 / 12	240 SF	Avg	<a href="#">Show Sketch</a>	

Sale Information						
Sale Date	Sale Price	Deed Book	Deed Page	Qualification Reason	Grantor	Grantee
2010-06-01	\$ 38,500	1776	262	Valid Arms-length sale tran	HUFNAGEL JAY & CHRISTINE	THOMPSON POLLY & SWICEGOOD CATHY J
2005-11-30	\$ 45,000	1475	085	Valid Arms-length sale tran	GU JIA-JI	HUFNAGEL JAY & CHRISTINE
2000-10-06	\$ 37,000	1111	317	Valid Arms-length sale tran	HEDRICK STEPHANIE M	GU JIA-JI
1999-03-22	\$ 20,000	1024	0074	Valid Arms-length sale tran	COFER THURSTON D	HEDRICK STEPHANIE M
1995-04-11	\$ 6,500	814	262	Valid Arms-length sale tran	BANISTER HUEY P L & BETTY G	COFER THURSTON D

<a href="#">Recent Sales in Neighborhood</a> <a href="#">Recent Sales in Area</a>	<a href="#">Previous Parcel</a>	<a href="#">Next Parcel</a>	<a href="#">Field Definitions</a>	<a href="#">Return to Main Search Page</a>	<a href="#">Oconee Home</a>
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The Oconee County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Website Updated January 11, 2015

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Mortgage and Note (Paid by Polly Thompson)

Paid

Check # or

Debit

		Paid	Check # or Debit
6/29/2012	Mortgage and Escrow	\$831.41	Debit
7/27/2012	Mortgage and Escrow	\$831.41	Debit
8/29/2012	Mortgage and Escrow	\$831.41	Debit
9/29/2012	Mortgage and Escrow	\$831.41	Debit
10/29/2012	Mortgage and Escrow	\$831.41	Debit
11/29/2012	Mortgage and Escrow	\$831.41	Debit
12/29/2012	Mortgage and Escrow	\$831.41	Debit
1/29/2012	Mortgage and Escrow	\$831.41	Debit
2/28/2012	Mortgage and Escrow	\$831.41	Debit
3/27/2013	Mortgage and Escrow	\$831.41	Debit
4/25/2013	Mortgage and Escrow	\$831.41	Debit
5/24/2013	Mortgage and Escrow	\$831.41	Debit
6/26/2013	Mortgage and Escrow	\$831.41	Debit
7/25/2013	Mortgage and Escrow	\$831.41	Debit
8/27/2013	Mortgage and Escrow	\$831.41	Debit
9/25/2013	Mortgage and Escrow	\$831.41	Debit
10/25/2013	Mortgage and Escrow	\$831.41	Debit
11/26/2013	Mortgage and Escrow	\$831.41	Debit
12/6/2013	Mortgage and Escrow	\$831.41	Debit
12/24/2013	Mortgage and Escrow	\$831.41	Debit
1/23/2014	Mortgage and Escrow	\$831.41	Debit

ROA PAGE 457

2/25/2014	Mortgage and Escrow	\$831.41	Debit
3/25/2014	Mortgage and Escrow	\$831.41	Debit
4/23/2014	Mortgage and Escrow	\$831.41	Debit
5/22/2014	Mortgage and Escrow	\$831.41	Debit
6/25/2014	Mortgage and Escrow	\$831.41	Debit
7/23/2014	Mortgage and Escrow	\$831.41	Debit
8/25/2014	Mortgage and Escrow	\$915.00	Debit
9/24/2014	Mortgage and Escrow	\$915.00	Debit
10/23/2014	Mortgage and Escrow	\$915.00	Debit
11/24/2015	Mortgage and Escrow	\$915.00	Debit
12/23/2014	Mortgage and Escrow	\$915.00	Debit
1/23/2015	Mortgage and Escrow	\$915.00	Debit
2/25/2015	Mortgage and Escrow	\$915.00	Debit
		<b>\$28,853.07</b>	

RECIPIENT'S/LENDER'S name, address and telephone number

01/08/13

Wells Fargo Bank, N.A.  
Return Mail Operations  
Po Box 14411  
Des Moines, IA 50306-3411

We accept telecommunications relay service calls.  
Fax #: 1-866-278-1179  
Phone #: 1-800-222-0238

CORRECTED (if checked)

PAYER'S/BORROWER'S name, street address, city, state, and ZIP code

POLLY THOMPSON  
14 WOODHEDGE CT  
MAULDIN, SC 29662-2637

LAKE House  
M...  
LOAN

\*Capitalized amounts are not necessarily net of fees. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.

**APPENDIX PAGE 551**  
1545-0901  
**2012**  
Substitute Form 1098

**MORTGAGE INTEREST STATEMENT**

Copy B For Payer

The information in boxes 1, 2, and 3 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.

RECIPIENT Federal Identification no.	94-1347393
PAYER'S Social Security number	XXX-XX-7817
1 Mortgage interest received from payer(s)/borrower(s)	\$3,409.32
2 Points paid on purchase of principle residence (See Box 2 on back)	\$0.00
3 Refund of overpaid interest (See Box 3 on back)	\$0.00
4 Real Estate Taxes	\$462.21
Account number (optional)	0414078279

Form 1098 Substitute

SEE BACK SIDE FOR IMPORTANT INFORMATION (Keep for your records.)

Department of the Treasury Internal Revenue Service

Please consult a Tax Advisor about the deductibility of any payments made by you or others.

Principal reconciliation	Property address
\$151,500.00 Beginning balance	505 W SHEFFIELD DR WESTMINSTER SC 29693
\$1,577.55 Principal applied	
\$149,922.45 Ending balance	
	\$831.41 Total current payment
	\$119.00 Escrow portion of pmt

2012 INTEREST DETAIL

TOTAL INTEREST APPLIED 2012	\$3,409.32
2012 MORTGAGE INTEREST RECEIVED FROM PAYER/BORROWER(S)	\$3,409.32

If you have questions about your loan, you can use the number listed at the top of this statement. By selecting one of the options listed, you can receive information regarding:

- Taxes paid year-to-date
- Interest paid year-to-date
- The amount & date of your last payment
- Other valuable information

If you prefer to not receive a paper copy of this statement and receive it online only for future years, register at wells Fargo.com and select Delivery Preferences. We issue tax documents to the primary account owner. For security reasons, tax documents are available for online viewing only by the owner of the Taxpayer Identification Number (TIN) associated with the IRS reporting.

Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A., believes Customers come first. You can always count on us to provide the excellent service you've come to expect.



RECIPIENT'S/LENDER'S name, address and telephone number  
 Wells Fargo Bank, N.A.  
 Return Mail Operations  
 Po Box 14411  
 Des Moines, IA 50306-3411

We accept telecommunications relay service calls.  
 Fax #: 1-866-278-1179  
 Phone #: 1-800-222-0238

PAYER'S/BORROWER'S name, street address, city, state, and ZIP code

01/01/14

\*Caution: The amount shown may not be fully deductible by you. If interest is paid on a loan secured by property, the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.

OMB No. 1545-0001  
**2013**  
 Substitute Form 1098

**MORTGAGE INTEREST STATEMENT**

Copy For Pay

The information in boxes 1, 2, 3 and 4 is important information and is being furnished to the Internal Revenue Service. If you are required to file a return on your income, this information may be used to determine if you have overstated a deduction for mortgage interest or these points or because you did not report this interest on your return.

CORRECTED (if checked)

RECIPIENT Federal Identification no.	94-1347393
PAYER'S Social Security number	XXX-XX-7817
1 Mortgage Interest received from payer(s)/borrower(s)	\$5,754.81
2 Points paid on purchase of principle residence (See Box 2 on back.)	\$0.00
3 Refund of overpaid interest (See Box 3 on back.)	\$0.00
4 Mortgage Insurance Premiums	\$0.00
5 Real Estate Taxes	\$886.40
Account number (optional)	0414078279

POLLY THOMPSON  
 14 WOODHEDGE CT  
 MAULDIN, SC 29662-2637

Form 1098 Substitute SEE BACK SIDE FOR IMPORTANT INFORMATION (Keep for your records.) Department of the Treasury - Internal Revenue Service

Please consult a Tax Advisor about the deductibility of any payments made by you or others.

Principal reconciliation	Property address
\$149,922.45 Beginning balance	505 W SHEFFIELD DR WESTMINSTER SC 29693
\$3,132.14 Principal applied	
\$146,790.31 Ending balance	
	\$800.68 Total current payment
	\$88.27 Escrow portion of pmt

----- 2013 INTEREST DETAIL -----

TOTAL INTEREST APPLIED 2013	\$5,754.81
2013 MORTGAGE INTEREST RECEIVED FROM PAYER/BORROWER(S)	\$5,754.81

If you have questions about your loan, you can use the number listed at the top of this statement. By selecting one of the options listed, you can receive information regarding:

- Taxes paid year-to-date
- Interest paid year-to-date
- The amount & date of your last payment
- Other valuable information

If you prefer to not receive a paper copy of this statement and receive it online only for future years, register at [wellsfargo.com](http://wellsfargo.com) and select Delivery Preferences. We issue tax documents to the primary account owner. For security reasons, tax documents are available for online viewing only by the owner of the Taxpayer Identification Number (TIN) associated with the IRS reporting.

RECIPIENT'S/LENDER'S name, address and telephone number

01/01/15

Wells Fargo Bank, N.A.  
Return Mail Operations  
Po Box 14411  
Des Moines, IA 50306-3411

We accept telecommunications relay service calls.  
Fax #: 1-866-278-1179  
Phone #: 1-800-222-0238

CORRECTED (if checked)

PAYER'S/BORROWER'S name, street address, city, state, and ZIP code

POLLY THOMPSON  
PO BOX 163  
MAULDIN, SC 29662-0163

LAKE

\*Caution: This statement is not to be filed with your tax return. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.

APPENDIX PAGE 953  
3545-0901  
2014  
Substitute Form 1098

INTEREST STATEMENT

Copy B

For Payer

The information in boxes 1, 2, 3 and 4 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.

RECIPIENT Federal Identification no.	94-1347393
PAYER'S Social Security number	XXX-XX-7817
1 Mortgage interest received from payer(s)/borrower(s)	\$5,631.14
2 Points paid on purchase of principal residence (See Box 2 on back.)	\$0.00
3 Refund of overpaid interest (See Box 3 on back.)	\$0.00
4 Mortgage insurance	\$0.00
Account number (optional)	0414078279
5 Real Estate Taxes	\$886.40

Form 1098 Substitute SEE BACK SIDE FOR IMPORTANT INFORMATION (Keep for your records.) Department of the Treasury - Internal Revenue Service

Please consult a Tax Advisor about the deductibility of any payments made by you or others.

Payment information	Property address
\$915.00 Total current payment \$202.59 Escrow portion of pmt	505 W SHEFFIELD DR WESTMINSTER SC 29693

2014 INTEREST DETAIL

TOTAL INTEREST APPLIED 2014	\$5,631.14
2014 MORTGAGE INTEREST RECEIVED FROM PAYER/BORROWER(S)	\$5,631.14

If you have questions about your loan, you can use the number listed at the top of this statement. By selecting one of the options listed, you can receive information regarding:

- Taxes paid year-to-date
- Interest paid year-to-date
- The amount & date of your last payment
- Other valuable information

If you prefer to not receive a paper copy of this statement and receive it online only for future years, register at wells Fargo.com and select Delivery Preferences. We issue tax documents to the primary account owner. For security reasons, tax documents are available for online viewing only by the owner of the Taxpayer Identification Number (TIN) associated with the IRS reporting.

Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A., believes Customers come first. You can always count on us to provide the excellent service you've come to expect.

*POA Fees and Tax Payments*

Taxes and POA Fees (Paid By Polly Thompson)

10/6/2012	Oconee County Tax	\$1,043.70	1010
3/6/2012	Foxwood Hills POA Fee	\$75.00	3108
3/6/2012	Foxwood Hills POA	\$387.00	3109
6/25/2013	Foxwood Hills POA	\$673.00	3158
3/1/2014	Foxwood Hills POA Fees	\$189.00	1044
3/5/2014	Foxwood Hills POA Fees	\$495.00	1045
		<u>\$2,862.70</u>	

*Construction and Improvements*

	Construction / Improvements (Paid by Polly Thompson)	Paid	Check # or Debit
5/18/2010	Bob Connor	\$830.00	3014
6/2/2010	Shawn Kern	\$300.00	3017
9/5/2010	Bob Connor	\$250.00	3031
2/8/2011	TESI Water/Sewer Annual Fee	\$59.99	3047
3/20/2011	B&D Grading	\$600.00	3056
3/13/2012	Blue Ridge Electric	\$138.11	3110
7/27/2012	Harland Meyer for dock work	\$4,050.00	3131
8/4/2011	Mitchell Bruce	\$5,000.00	1005
11/19/2012	Willie Raphael	\$975.00	1001
11/19/2012	Willie Raphael	\$2,100.00	1002
12/8/2012	Tim Ramsey	\$3,700.00	1008
3/6/2012	Paid CJS Lowes card	\$7,426.64	3106
7/16/2012	Cathy Swicegood	\$5,000.00	3126
9/25/2012	Cathy Swicegood	\$3,000.00	3142
10/26/2012	Cathy Swicegood	\$1,000.00	3148
			ARC Check
3/9/2012	Cathy Swicegood's Lowes Card Payment	\$7,426.67	Payment
10/28/2013	Harland Meyer	\$879.00	3213
		<u>\$42,735.41</u>	

*Utilities*

	Utilities	Paid	Check # or Debit
8/24/2012	AT & T landline for alarm system	\$25.73	Debit
9/24/2012	AT & T landline for alarm system	\$26.01	Debit
10/24/2012	AT & T landline for alarm system	\$26.17	Debit
11/23/2012	AT & T landline for alarm system	\$26.14	Debit
12/21/2013	AT & T landline for alarm system	\$78.86	Debit
1/25/2013	AT & T landline for alarm system	\$56.75	Debit
2/25/2013	AT & T landline for alarm system	\$56.33	Debit
3/21/2013	AT & T landline for alarm system	\$56.72	Debit
4/23/2013	AT & T landline for alarm system	\$56.54	Debit
5/22/2013	AT & T landline for alarm system	\$56.54	Debit
6/20/2013	AT & T landline for alarm system	\$56.54	Debit
7/23/2013	AT & T landline for alarm system	\$56.88	Debit
8/21/2013	AT & T landline for alarm system	\$57.13	Debit
9/19/2013	AT & T landline for alarm system	\$57.13	Debit
10/21/2013	AT & T landline for alarm system	\$56.59	Debit
11/20/2013	AT & T landline for alarm system	\$56.86	Debit
12/6/2013	AT & T landline for alarm system	\$56.86	Debit
12/18/2013	AT & T landline for alarm system	\$56.89	Debit
1/15/2014	AT & T landline for alarm system	\$56.89	Debit
1/30/2014	AT & T landline for alarm system	\$61.44	Debit
3/27/2014	AT & T landline for alarm system	\$20.44	Debit
4/23/2014	AT & T landline for alarm system	\$20.44	Debit
5/21/2014	AT & T landline for alarm system	\$45.35	Debit
6/19/2014	AT & T landline for alarm system	\$45.34	Debit
7/21/2014	AT & T landline for alarm system	\$45.34	Debit
8/22/2014	AT & T landline for alarm system	\$46.56	Debit
9/24/2014	AT & T landline for alarm system	\$45.88	Debit
10/22/2014	AT & T landline for alarm system	\$45.88	Debit
11/24/2014	AT & T landline for alarm system	\$45.95	Debit
12/23/2014	AT & T landline for alarm system	\$45.96	Debit
1/22/2015	AT & T landline for alarm system	\$48.20	Debit
2/24/2014	AT & T landline for alarm system	\$48.31	Debit
	Total for land line	<u>\$1,542.65</u>	

Total At&T landline payments since January 2014

\$621.98

		Paid	Check # or Debit
6/29/2012	ADT Alarm System	\$43.78	Debit
7/18/2012	ADT Alarm System	\$43.78	Debit
8/18/2012	ADT Alarm System	\$43.78	Debit
9/28/2012	ADT Alarm System	\$43.78	Debit
10/18/2012	ADT Alarm System	\$43.78	Debit
11/18/2012	ADT Alarm System	\$43.78	Debit
12/18/2012	ADT Alarm System	\$43.78	Debit
1/18/2013	ADT Alarm System	\$43.78	Debit
2/18/2013	ADT Alarm System	\$43.78	Debit
3/18/2013	ADT Alarm System	\$43.78	Debit
4/18/2013	ADT Alarm System	\$43.78	Debit
5/20/2013	ADT Alarm System	\$43.78	Debit
6/18/2013	ADT Alarm System	\$43.78	Debit
7/18/2013	ADT Alarm System	\$43.78	Debit
08/19,2013	ADT Alarm System	\$43.78	Debit
9/18/2013	ADT Alarm System	\$43.78	Debit
10/18/2013	ADT Alarm System	\$43.78	Debit
12/21/2013	ADT Alarm System	\$130.05	Debit
1/18/2014	ADT Alarm System	\$43.78	Debit
2/18/2014	ADT Alarm System	\$43.78	Debit
3/19/2014	ADT Alarm System	\$43.78	Debit
5/18/2014	ADT Alarm System	\$43.78	Debit
5/18/2014	ADT Alarm System	\$43.78	Debit
7/18/2014	ADT Alarm System	\$43.78	Debit
7/22/2014	ADT Alarm System	\$43.78	Debit
8/18/2014	ADT Alarm System	\$43.78	Debit
9/28/2014	ADT Alarm System	\$43.78	Debit
10/18/2014	ADT Alarm System	\$43.78	Debit
11/18/2014	ADT Alarm System	\$43.78	Debit
12/18/2014	ADT Alarm System	\$43.78	Debit
1/18/2015	ADT Alarm System	\$43.78	Debit
2/18/2015	ADT Alarm System	\$43.78	Debit
		<b>\$1,487.23</b>	

**Total ADT payments <sup>o</sup>since January 2014**      **\$612.92**  
**Total Utilities Paid to date By Polly Thompson**      **\$3,029.88**

ROA PAGE 468

*Financial Breakdown and Summary*

Financial Breakdown and Summary 505 W. Sheffield Drive

		Paid	heck # or Debit
<u>Purchase of Lake Lot 59</u>			
5/18/2010	Amount paid at closing by Polly Thompson	\$10,209.98	3013
		<u>\$10,209.98</u>	
<u>Purchase of Adjoining Lot 58</u>			
7/27/2012	Amount paid at closing by Polly Thompson	\$34,969.23	3129
6/8/2012	Earnest Money paid to Betsy Vanover by Polly Thompson	\$500.00	3122
		<u>\$35,469.23</u>	
<u>Purchase of 505 W. Sheffield Drive</u>			
8/4/2011	Amount paid at closing by Polly Thompson	\$6,678.43	BB &T Cashiers Check Wachovia
8/4/2011	Amount paid at closing by Cathy Swicegood	\$22,000.00	Cashier's Check
<u>Mortgage and Note (Paid by Polly Thompson)</u>			
6/29/2012	Mortgage and Escrow	\$831.41	Debit
7/27/2012	Mortgage and Escrow	\$831.41	Debit
8/29/2012	Mortgage and Escrow	\$831.41	Debit
9/29/2012	Mortgage and Escrow	\$831.41	Debit
10/29/2012	Mortgage and Escrow	\$831.41	Debit
11/29/2012	Mortgage and Escrow	\$831.41	Debit
12/29/2012	Mortgage and Escrow	\$831.41	Debit
1/29/2012	Mortgage and Escrow	\$831.41	Debit
2/28/2012	Mortgage and Escrow	\$831.41	Debit

3/27/2013	Mortgage and Escrow	\$831.41	Debit
4/25/2013	Mortgage and Escrow	\$831.41	Debit
5/24/2013	Mortgage and Escrow	\$831.41	Debit
6/26/2013	Mortgage and Escrow	\$831.41	Debit
7/25/2013	Mortgage and Escrow	\$831.41	Debit
8/27/2013	Mortgage and Escrow	\$831.41	Debit
9/25/2013	Mortgage and Escrow	\$831.41	Debit
10/25/2013	Mortgage and Escrow	\$831.41	Debit
11/26/2013	Mortgage and Escrow	\$831.41	Debit
12/6/2013	Mortgage and Escrow	\$831.41	Debit
12/24/2013	Mortgage and Escrow	\$831.41	Debit
1/23/2014	Mortgage and Escrow	\$831.41	Debit
2/25/2014	Mortgage and Escrow	\$831.41	Debit
3/25/2014	Mortgage and Escrow	\$831.41	Debit
4/23/2014	Mortgage and Escrow	\$831.41	Debit
5/22/2014	Mortgage and Escrow	\$831.41	Debit
6/25/2014	Mortgage and Escrow	\$831.41	Debit
7/23/2014	Mortgage and Escrow	\$831.41	Debit
8/25/2014	Mortgage and Escrow	\$915.00	Debit
9/24/2014	Mortgage and Escrow	\$915.00	Debit
10/23/2014	Mortgage and Escrow	\$915.00	Debit
11/24/2015	Mortgage and Escrow	\$915.00	Debit
12/23/2014	Mortgage and Escrow	\$915.00	Debit
1/23/2015	Mortgage and Escrow	\$915.00	Debit
2/25/2015	Mortgage and Escrow	\$915.00	Debit
		<b>\$28,853.07</b>	

**Taxes and POA Fees (Paid By Polly Thompson)**

10/6/2012	Oconee County Tax	\$1,043.70	1010
3/6/2012	Foxwood Hills POA Fee	\$75.00	3108
3/6/2012	Foxwood Hills POA	\$387.00	3109
6/25/2013	Foxwood Hills POA	\$673.00	3158
3/1/2014	Foxwood Hills POA Fees	\$189.00	1044

3/5/2014

Foxwood Hills POA Fees

\$495.00  
\$2,862.70

1045

Construction / Improvements (Paid by Polly Thompson)

5/18/2010	Bob Connor	\$830.00	3014
6/2/2010	Shawn Kern	\$300.00	3017
9/5/2010	Bob Connor	\$250.00	3031
2/8/2011	TESI Water/Sewer Annual Fee	\$59.99	3047
3/20/2011	B&D Grading	\$600.00	3056
3/13/2012	Blue Ridge Electric	\$138.11	3110
7/27/2012	Harland Meyer for dock work	\$4,050.00	3131
8/4/2011	Mitchell Bruce	\$5,000.00	1005
11/19/2012	Willie Raphael	\$975.00	1001
11/19/2012	Willie Raphael	\$2,100.00	1002
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3/6/2012	Paid CJS Lowes card	\$7,426.64	3106
7/16/2012	Cathy Swicegood	\$5,000.00	3126
9/25/2012	Cathy Swicegood	\$3,000.00	3142
10/26/2012	Cathy Swicegood	\$1,000.00	3148
			ARC Check
3/9/2012	Cathy Swicegood's Lowes Card Payment	\$7,426.67	Payment
10/28/2013	Harland Meyer	\$879.00	3213
		<u>\$42,735.41</u>	

Utilities

8/24/2012	AT & T landline for alarm system	\$25.73	Debit
9/24/2012	AT & T landline for alarm system	\$26.01	Debit
10/24/2012	AT & T landline for alarm system	\$26.17	Debit
11/23/2012	AT & T landline for alarm system	\$26.14	Debit
12/21/2013	AT & T landline for alarm system	\$78.86	Debit
1/25/2013	AT & T landline for alarm system	\$56.75	Debit

2/25/2013	AT & T landline for alarm system	\$56.33	Debit
3/21/2013	AT & T landline for alarm system	\$56.72	Debit
4/23/2013	AT & T landline for alarm system	\$56.54	Debit
5/22/2013	AT & T landline for alarm system	\$56.54	Debit
6/20/2013	AT & T landline for alarm system	\$56.54	Debit
7/23/2013	AT & T landline for alarm system	\$56.88	Debit
8/21/2013	AT & T landline for alarm system	\$57.13	Debit
9/19/2013	AT & T landline for alarm system	\$57.13	Debit
10/21/2013	AT & T landline for alarm system	\$56.59	Debit
11/20/2013	AT & T landline for alarm system	\$56.86	Debit
12/6/2013	AT & T landline for alarm system	\$56.86	Debit
12/18/2013	AT & T landline for alarm system	\$56.89	Debit
1/15/2014	AT & T landline for alarm system	\$56.89	Debit
1/30/2014	AT & T landline for alarm system	\$61.44	Debit
3/27/2014	AT & T landline for alarm system	\$20.44	Debit
4/23/2014	AT & T landline for alarm system	\$20.44	Debit
5/21/2014	AT & T landline for alarm system	\$45.35	Debit
6/19/2014	AT & T landline for alarm system	\$45.34	Debit
7/21/2014	AT & T landline for alarm system	\$45.34	Debit
8/22/2014	AT & T landline for alarm system	\$46.56	Debit
9/24/2014	AT & T landline for alarm system	\$45.88	Debit
10/22/2014	AT & T landline for alarm system	\$45.88	Debit
11/24/2014	AT & T landline for alarm system	\$45.95	Debit
12/23/2014	AT & T landline for alarm system	\$45.96	Debit
1/22/2015	AT & T landline for alarm system	\$48.20	Debit
2/24/2015	AT & T landline for alarm system	\$48.31	Debit

Total for land line

\$1,542.65

Total At&T landline payments *since* January 2014

\$621.98

6/29/2012	ADT Alarm System	\$43.78	Debit
7/18/2012	ADT Alarm System	\$43.78	Debit
8/18/2012	ADT Alarm System	\$43.78	Debit

9/28/2012	ADT Alarm System	\$43.78	Debit
10/18/2012	ADT Alarm System	\$43.78	Debit
11/18/2012	ADT Alarm System	\$43.78	Debit
12/18/2012	ADT Alarm System	\$43.78	Debit
1/18/2013	ADT Alarm System	\$43.78	Debit
2/18/2013	ADT Alarm System	\$43.78	Debit
3/18/2013	ADT Alarm System	\$43.78	Debit
4/18/2013	ADT Alarm System	\$43.78	Debit
5/20/2013	ADT Alarm System	\$43.78	Debit
6/18/2013	ADT Alarm System	\$43.78	Debit
7/18/2013	ADT Alarm System	\$43.78	Debit
08/19,2013	ADT Alarm System	\$43.78	Debit
9/18/2013	ADT Alarm System	\$43.78	Debit
10/18/2013	ADT Alarm System	\$43.78	Debit
12/21/2013	ADT Alarm System	\$130.05	Debit
1/18/2014	ADT Alarm System	\$43.78	Debit
2/18/2014	ADT Alarm System	\$43.78	Debit
3/19/2014	ADT Alarm System	\$43.78	Debit
5/18/2014	ADT Alarm System	\$43.78	Debit
5/18/2014	ADT Alarm System	\$43.78	Debit
7/18/2014	ADT Alarm System	\$43.78	Debit
7/22/2014	ADT Alarm System	\$43.78	Debit
8/18/2014	ADT Alarm System	\$43.78	Debit
9/28/2014	ADT Alarm System	\$43.78	Debit
10/18/2014	ADT Alarm System	\$43.78	Debit
11/18/2014	ADT Alarm System	\$43.78	Debit
12/18/2014	ADT Alarm System	\$43.78	Debit
1/18/2015	ADT Alarm System	\$43.78	Debit
2/18/2015	ADT Alarm System	\$43.78	Debit

\$1,487.23

Total ADT payments *since* January 2014 \$612.92

Total Utilities Paid to date By Polly Thompson \$3,029.88

Summary of Totals

Amount Paid by Cathy Swicegood	\$22,000.00
Total Amount Paid to date by Polly Thompson	\$129,838.70

Total Amounts paid by Polly Thompson since January 2014

Mortgage Payments	\$12,224.87
POA Payments	\$684.00
Utilities paid	\$1,234.90
	<u>\$14,143.77</u>

Margaret A. Chamberlain  
Attorney at Law

January 28, 2014

by e-mail only to john@johnreickenbeillaw.com

Mr. John G. Reckenbeil  
Attorney at law  
Post Office Box 1633  
Spartanburg, South Carolina 29304



RE: *Cathy Swicegood*

Dear Mr. Reckenbeil:

We still do not have date on which Cathy Swicegood would like to pick up her things. As we indicated previously, she was to pick up her things by the end of today. As a courtesy, we will extend the deadline **only if** you immediately provide us with a date in the **near future** when Ms. Swicegood would like to pick up her things.

There is no reason for Ms. Swicegood to come about Polly Thompson's home, other than to pick-up her belongings on a mutually-agreed-upon day. Any mail Ms. Swicegood receives at Polly Thompson's home will be available for Ms. Swicegood at my office.

It has come to Ms. Thompson's attention that the locks have been changed on the Lake Hartwell property. Ms. Thompson needs copies of the keys and lock code immediately.

Thank you for your attention to these matters.

Sincerely yours,

Margaret A. Chamberlain

MAC:mhm

cc: Ms. Polly Thompson (by e-mail only)

January 28, 2014

VIA EMAIL ONLY  
Margaret Chamberlain, Esq.  
P.O. Box 10184  
Greenville, SC 29603



**RE: Polly Thompson and Cathy Swicegood**

Dear Ms. Chamberlain:

It was agreed that Cathy would move to the lake house property and vacate the Mauldin residence. While legal technicalities say that Polly has part ownership of the lake house, for the sake of sanity and security, it would be in the best interest that Polly not have keys/access to the lake house at this point in time. The constrictions of time in which Cathy is attempting to fulfill her employment responsibilities do not allow her the time or ability to have personal items removed from Polly's Mauldin home and have Polly retrieve all personal items at the lake house. In light of every thing that has taken place, I am going to request that Sheriff deputies from each respective county be present when items are removed from the other's premises.

There is so much "bad blood" between the parties that mediation is just going to be a mud-slinging contest. At this point in time, mediation seems fruitless effort since we are continually dealing with issues that are meant to be dealt with at mediation. If we cannot handle everything at mediation, then let me know that it is cancelled, and we can each go the legal route to include all responsibilities under the Landlord Tenant Act.

Yours very truly,  
*John G. Reckenbeil*  
John G. Reckenbeil

JGR/kae

215 Magnolia St • PO Box 1633 • Spartanburg, SC 29304  
Phone (864) 582-5472 • Fax (864) 582-7280  
Keri A. Eadie, Legal Assistant  
keri@johnreckenbeillaw.com

Margaret A. Chamberlain  
Attorney at Law

Melissa H. Moore  
Attorney at Law



March 5, 2014

*by facsimile transmission to (864) 582-7280 and by U.S. Mail*

Mr. John G. Reckenbeil  
Attorney at law  
Post Office Box 1633  
Spartanburg, South Carolina 29304

*RE: Cathy Swicegood*

Dear Mr. Reckenbeil:

My client, Polly Thompson, would like to access the house at Lake Hartwell on Sunday, March 9, 2014, or Saturday, March 15, 2014, or Sunday, March 16, 2014. Please ask Ms. Swicegood to provide keys to the property, along with the access code.

I appreciate your assistance with this matter.

Sincerely yours,

*Margaret A. Chamberlain*  
Margaret A. Chamberlain

MAC/mhm

600 Pettigru Street • Greenville, South Carolina 29601  
Telephone (864) 250-0505 • Facsimile (864) 271-8097  
[www.ChamberlainLawFirmLLC.com](http://www.ChamberlainLawFirmLLC.com)

Margaret A. Chamberlain  
Attorney at Law

December 2, 2014

Melissa H. Moore  
Attorney at Law

by facsimile transmission to (864) 582-7280  
and e-mail to [john@johnreckenbeillaw.com](mailto:john@johnreckenbeillaw.com)  
and [keri@johnreckenbeillaw.com](mailto:keri@johnreckenbeillaw.com)

Mr. John G. Reckenbeil  
Attorney at law  
Post Office Box 1633  
Spartanburg, South Carolina 29304



RE: *Polly Thompson v. Cathy Swicegood and Wells Fargo*  
Case No.: 2014-CP-37-00143

Dear Mr. Reckenbeil:

My client, Polly Thompson, just discovered Cathy Swicegood has dumped some of Ms. Thompson's belongings from the lake house onto the porch. By doing so, Ms. Swicegood has exposed the property to the elements, which has resulted in mold and moisture damage. Ms. Thompson's property includes family heirlooms that cannot be replaced. Ms. Swicegood knew from previous experience that placing these items on the porch would cause them to mold and mildew. Ms. Thompson removed her items from the porch she could carry, but was unable to move the heavier items such as her grandfather's armoire. Because Ms. Thompson does not have a key or access code to the property, she could not check on her remaining belongings. Your client must immediately cease destroying Polly Thompson's property.

Will your client agree not to destroy, damage, remove or encumber any property that at the time of filing was located in either the lake house or the Hilton Head condo or allow anyone else to do so? If she will agree, please let me know by 4:00 p.m. this Thursday, and I shall draft a consent order to that effect.

Cathy Swicegood's continued interference with Ms. Thompson's access to the lake house is not beneficial to anyone. Please have Ms. Swicegood provide the keys and access code to this property to my office no later than 4:00 p.m., Thursday, December 4, 2014. I appreciate your assistance with these matters.

Sincerely yours,

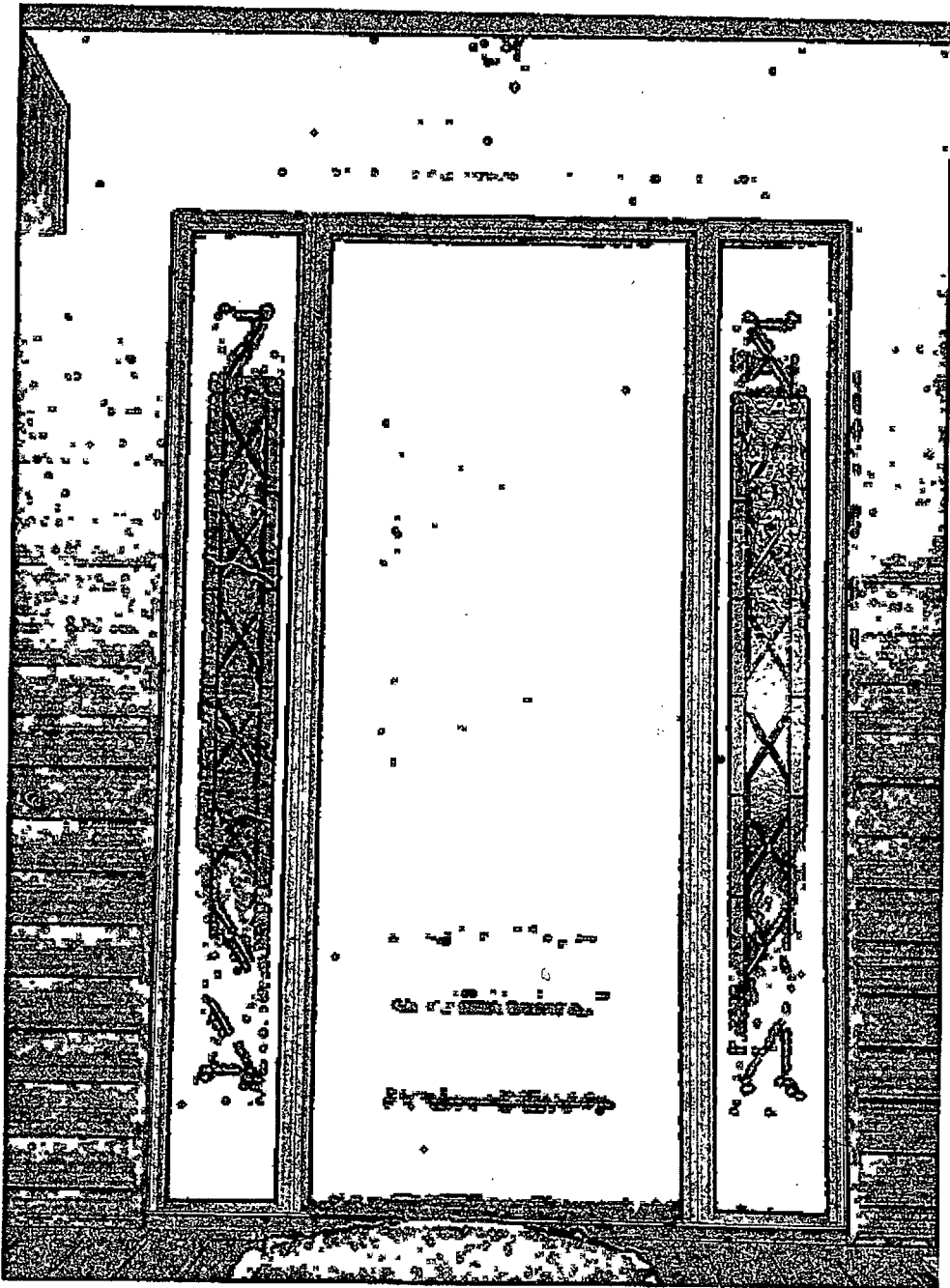
A handwritten signature in cursive script that reads "Margaret A. Chamberlain".

Margaret A. Chamberlain

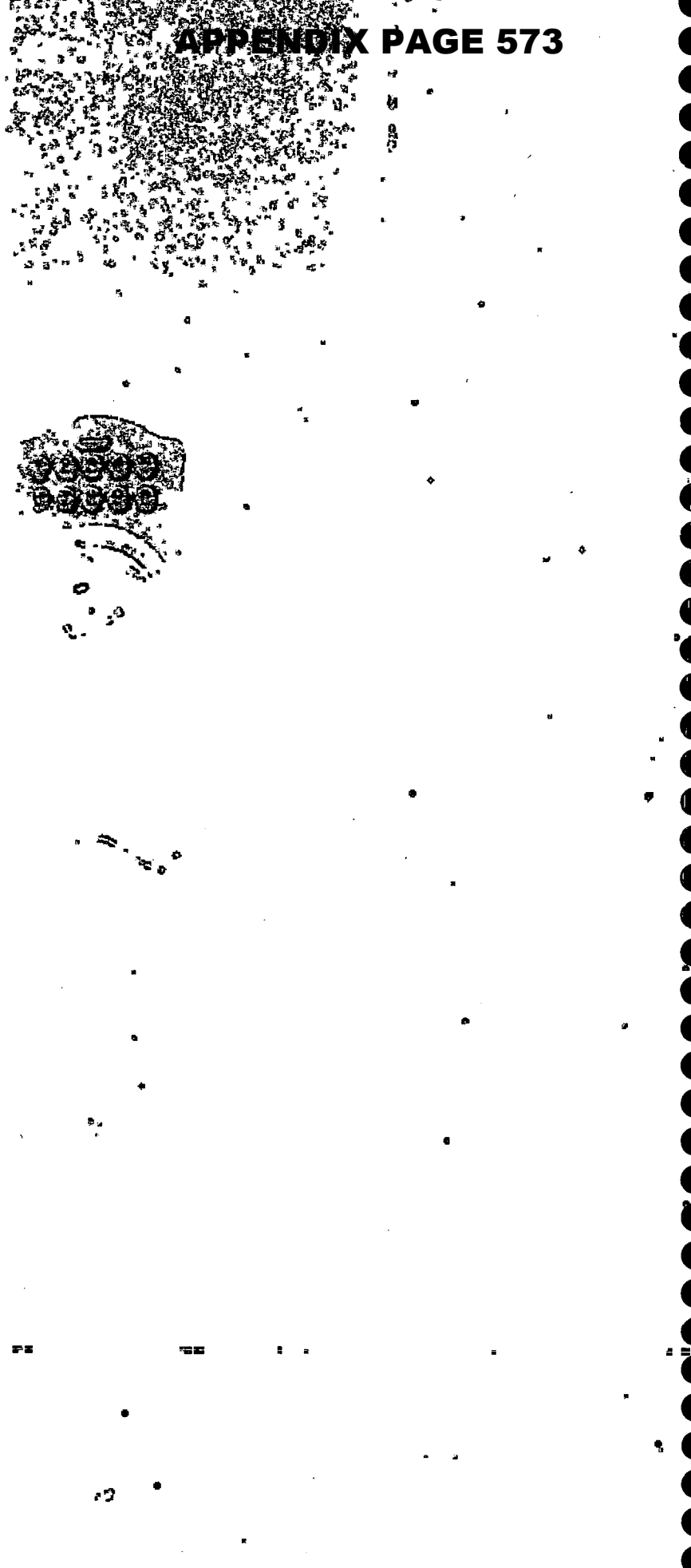
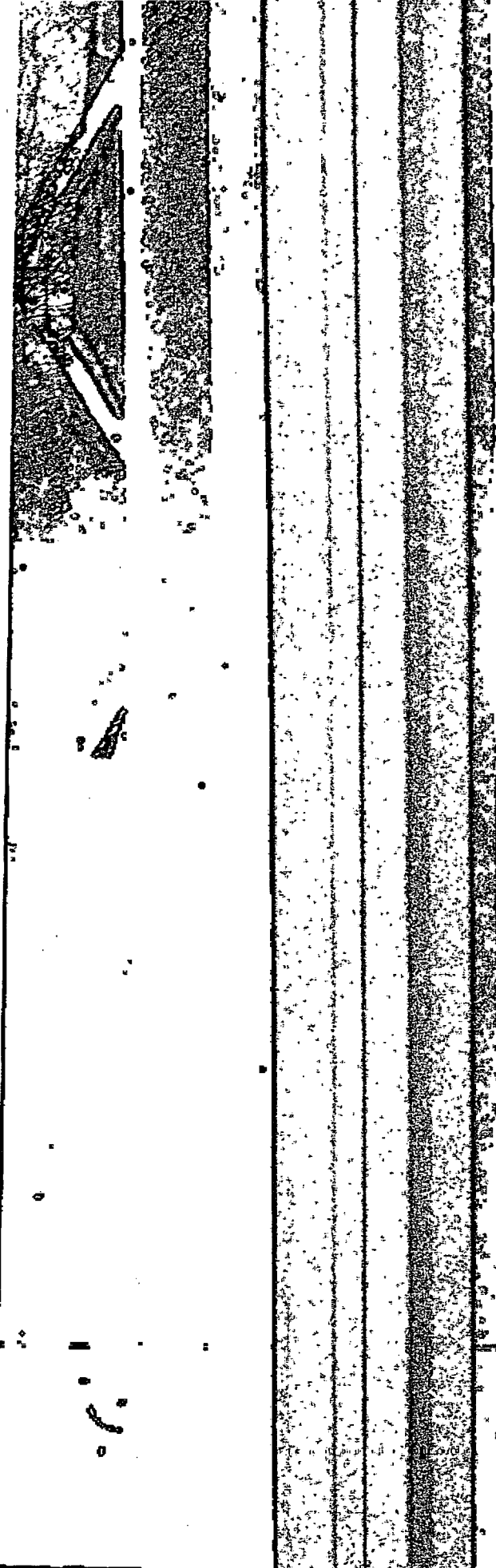
MAC/mhm

cc: Ms. Polly Thompson (by e-mail only)

600 Pettigru Street • Greenville, South Carolina 29601  
Telephone (864) 250-0505 • Facsimile (864) 271-8097  
[www.ChamberlainLawFirmLLC.com](http://www.ChamberlainLawFirmLLC.com)



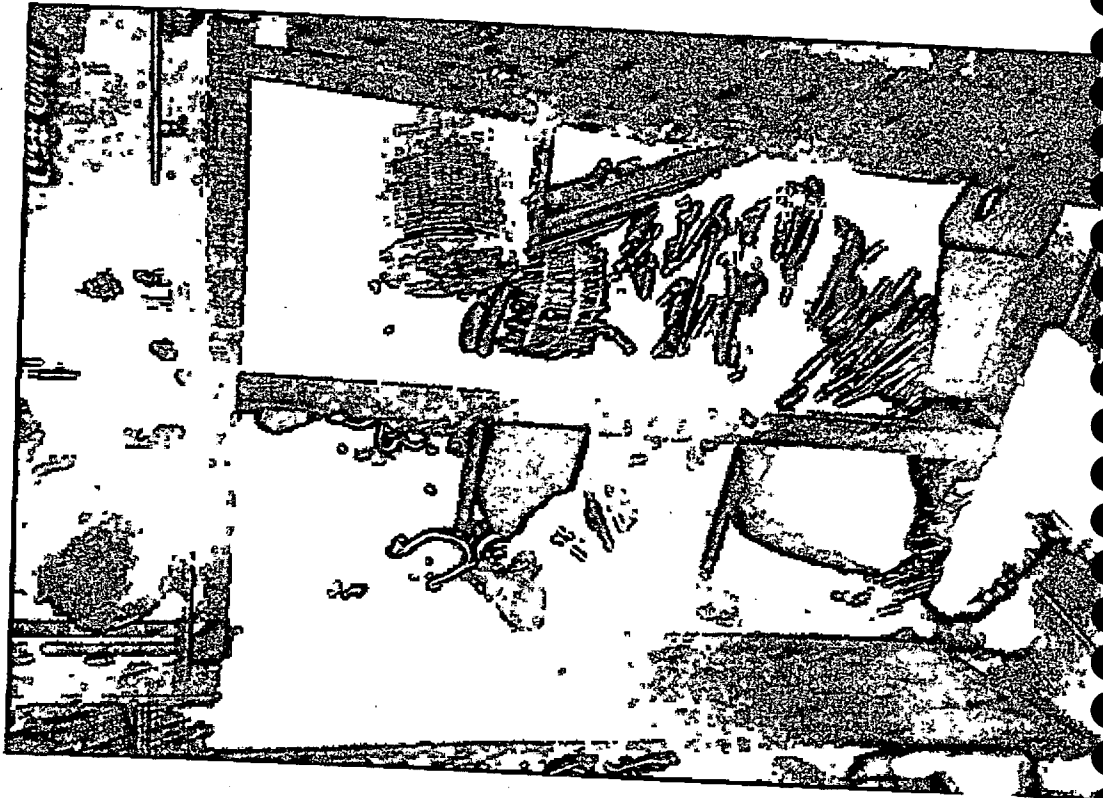
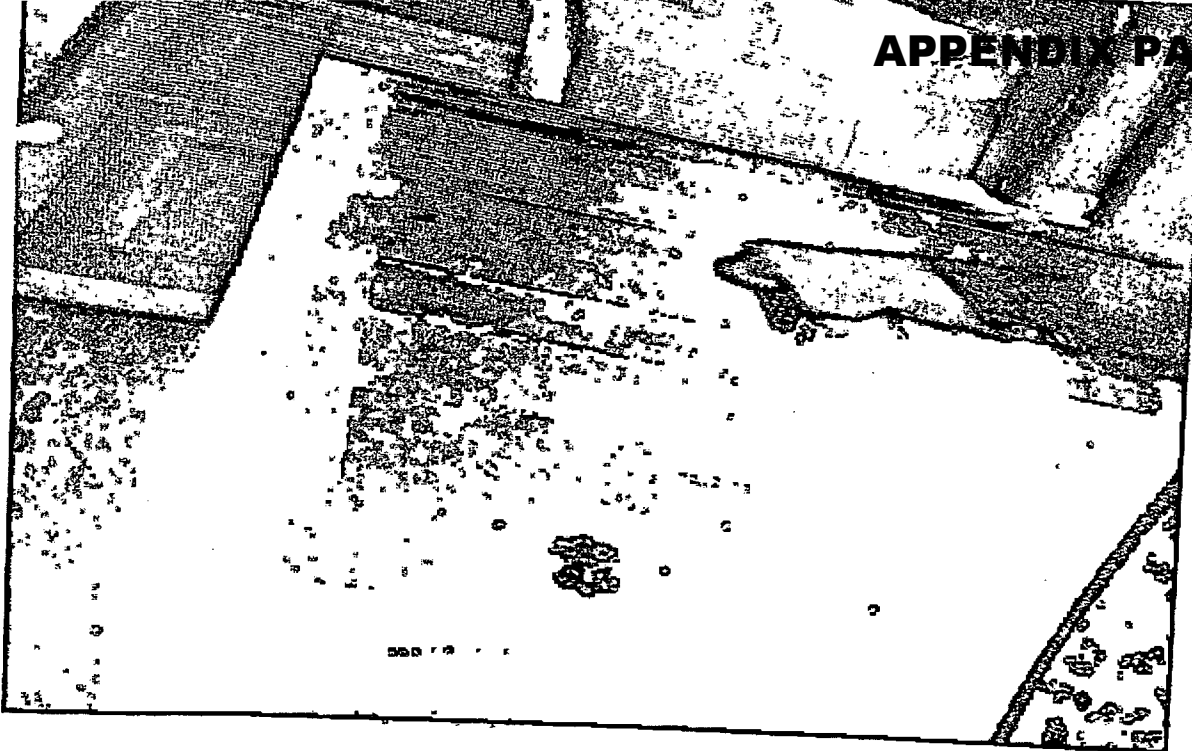
PLAINTIFF'S  
EXHIBIT  
7  
3-16-2015



105

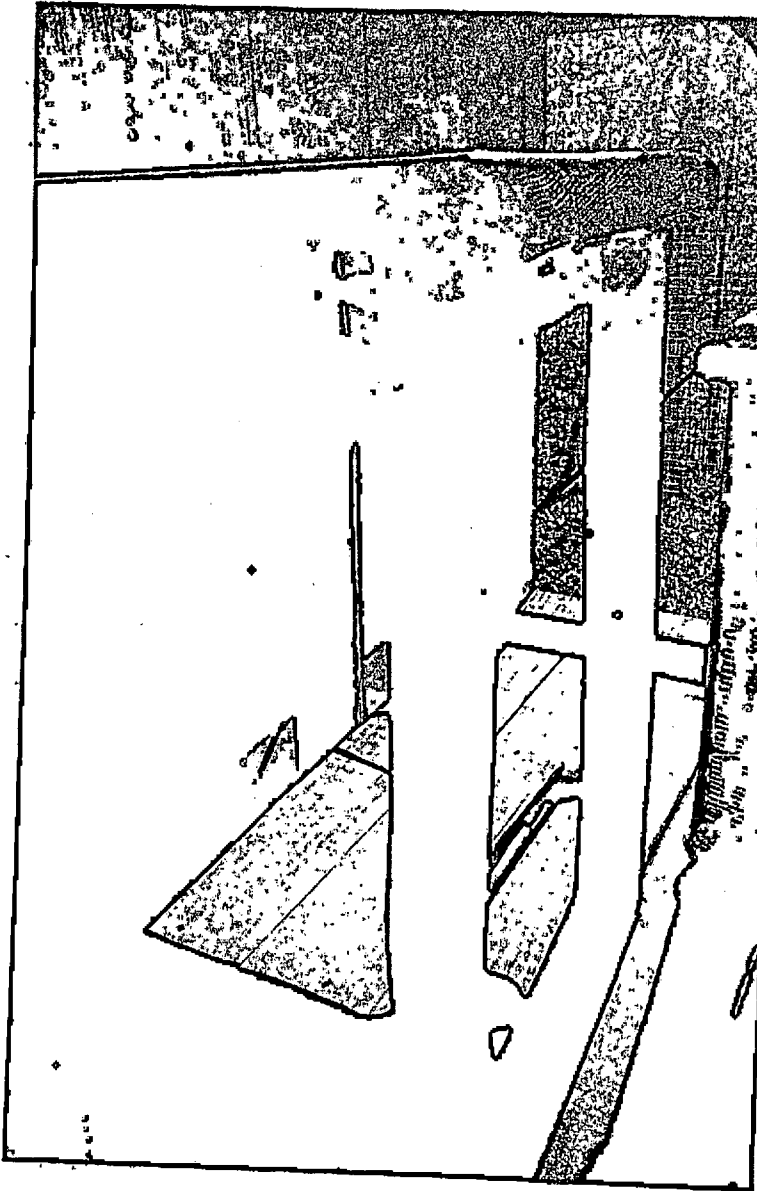
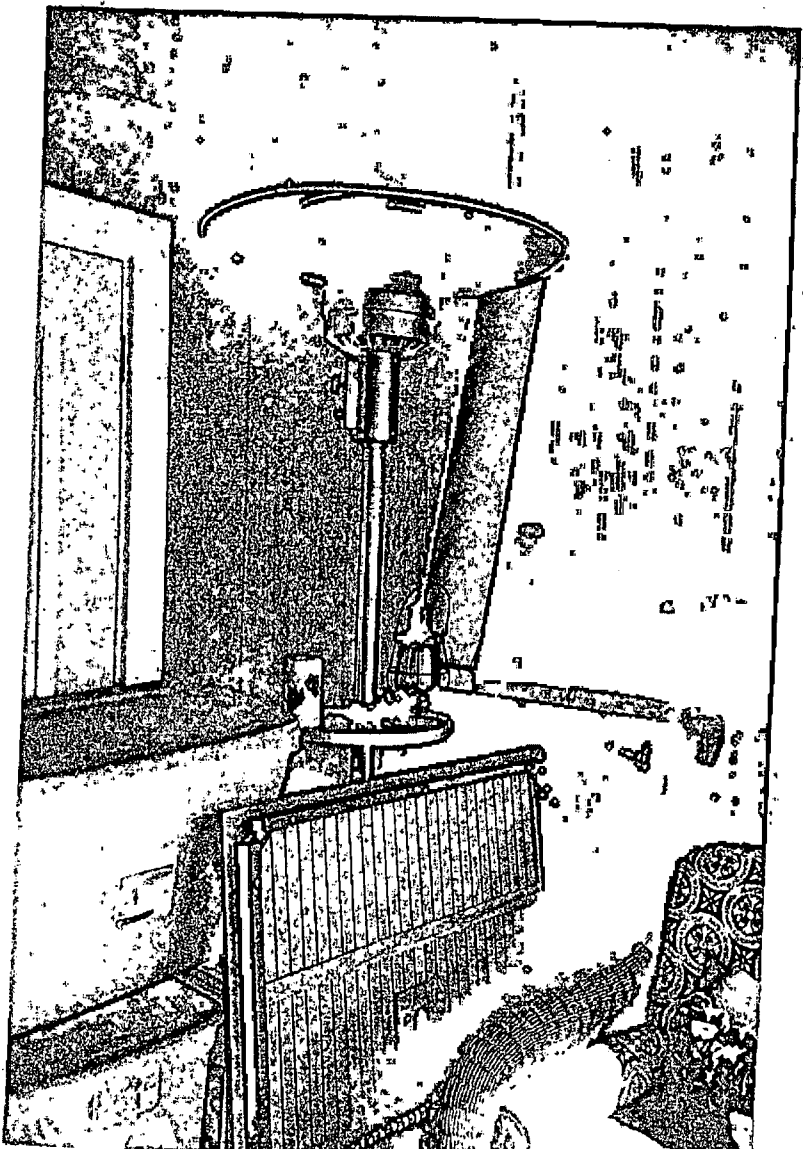


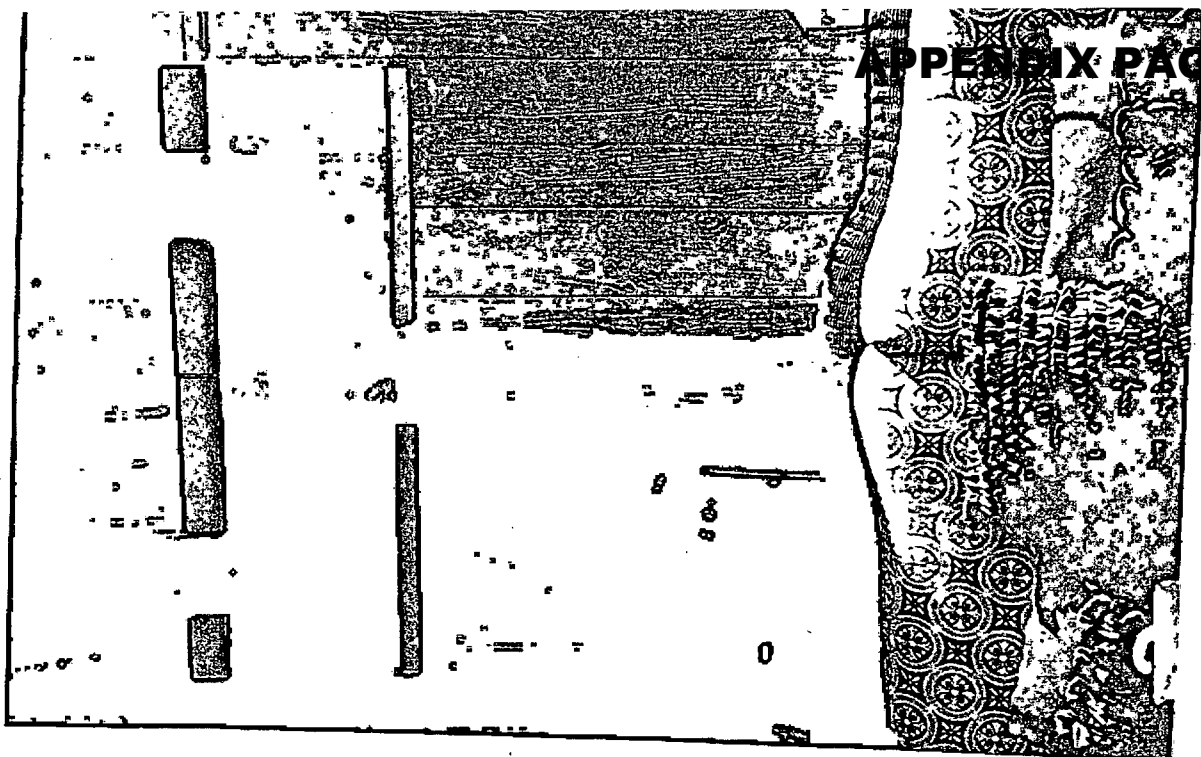
PLAINTIFF'S  
EXHIBIT  
8  
3-16-15



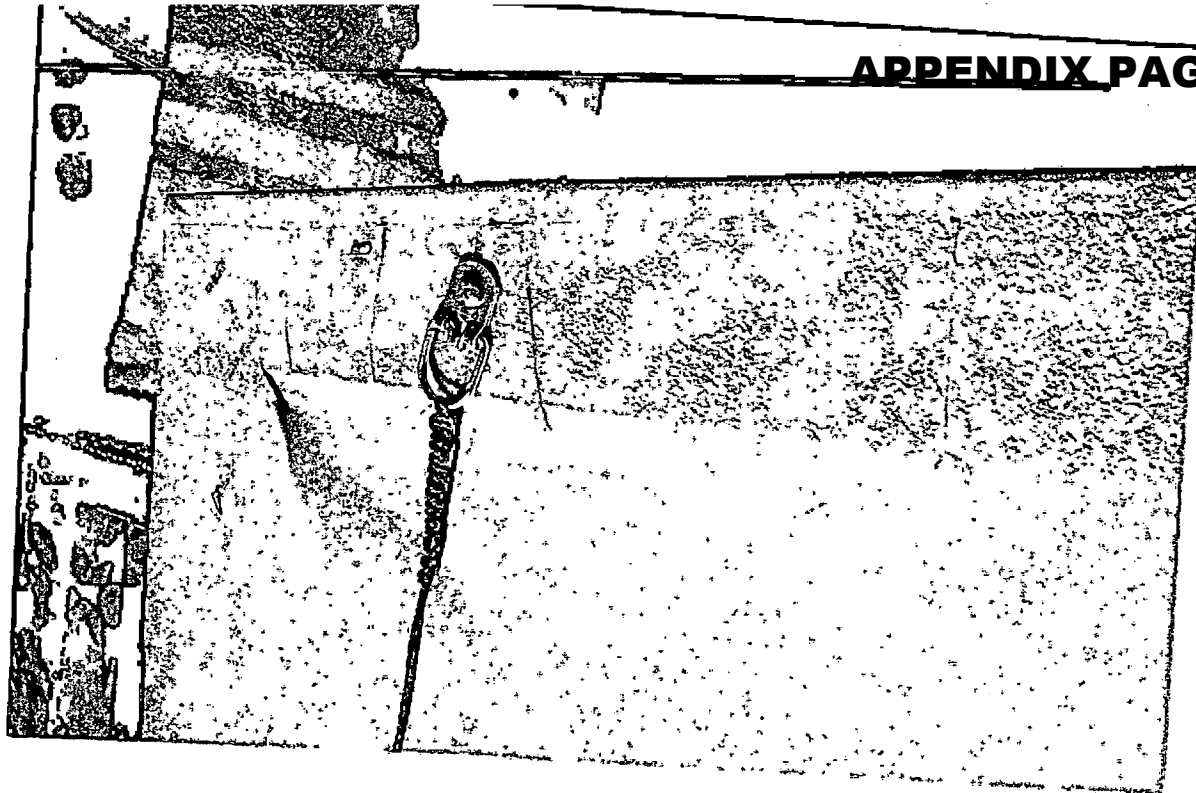
TOP

TOP





TOP



TOP



600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
3/15/2015	4912

<b>BILLING FOR:</b>
Ms. Polly A. Thompson Post Office Box 163 Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
3/2/2015	Associate Attorney prepared for trial	7.5	1,312.50
3/3/2015	Associate Attorney prepared for trial	3.5	612.50
3/4/2015	Associate Attorney prepared for trial	4	700.00
3/5/2015	Associate Attorney organized case files and exhibits for trial	8	1,400.00
3/5/2015	Drafted letter to Opposing Counsel with Exhibits (by Fax and by E-mail)	0.3	82.50
3/5/2015	Met with Associate Attorney for preparation for trial	1.2	330.00
3/6/2015	Associate Attorney prepared for trial and organized exhibits	8	1,400.00
3/9/2015	Met with Client	0.5	137.50
3/9/2015	Drafted letter to Opposing Counsel, re: Rule 1006 of S.C. Rules of Evidence (by Fax and by E-mail)	0.3	82.50
3/9/2015	Associate Attorney met with Client	4	700.00
3/9/2015	Associate Attorney reviewed documents provided by Client and prepared for trial	4	700.00
3/10/2015	Associate Attorney prepared for trial	8	1,400.00
3/11/2015	Associate Attorney prepared for trial	8	1,400.00
3/12/2015	Drafted letter to Opposing Counsel, re: Binders for Trial (by Hand Delivery)	0.3	82.50
3/12/2015	Associate Attorney reviewed Opposing Counsel's Exhibits	2	350.00
3/12/2015	Associate Attorney reviewed documents provided by Client	4	700.00
3/12/2015	Associate Attorney prepared for trial	2	350.00

<b>Total</b>
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<b>Balance Due</b>
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600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
3/15/2015	4912

<b>BILLING FOR:</b>
Ms. Polly A. Thompson Post Office Box 163 Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
3/13/2015	Associate Attorney prepared for trial	4	700.00
3/14/2015	Prepared for trial	4	1,100.00
3/14/2015	Associate Attorney prepared for trial	6	1,050.00
3/15/2015	Prepared for trial	4	1,100.00
3/15/2015	Associate Attorney prepared for trial	6	1,050.00
3/15/2015	Printing/Reproduction	1,168	175.20
3/15/2015	Postage charges	0	0.00
3/15/2015	Filing Fee	0	0.00

<b>Total</b>	\$16,915.20
<b>Balance Due</b>	\$16,915.20

600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
2/28/2015	4911

<b>BILLING FOR:</b>
Ms. Polly A. Thompson Post Office Box 163 Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
2/23/2015	Associate Attorney E-mailed Client NO CHARGE	0.1	0.00
2/24/2015	Associate Attorney traveled to and from State Supreme Court House in Columbia	2	350.00
2/24/2015	Associate Attorney Researched at Court of Appeals in Columbia	4	700.00
2/26/2015	Associate Attorney spoke with Client	0.7	122.50
2/26/2015	Associate Attorney prepared for trial	4	700.00
2/27/2015	Associate Attorney prepared for trial	4	700.00
2/28/2015	Associate Attorney prepared for trial	2	350.00
2/28/2015	Printing/Reproduction	101	15.15
2/28/2015	Postage charges	0	0.00
2/28/2015	Filing Fee	0	0.00

<b>Total</b>	\$2,937.65
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<b>Balance Due</b>	\$2,937.65
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600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
1/31/2015	4907

<b>BILLING FOR:</b>
Ms. Polly A. Thompson Post Office Box 163 Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
<del>1/07/2015</del>	<del></del>	<del>0.3</del>	<del>52.50</del>
<del>1/08/2015</del>	<del></del>	<del>0.5</del>	<del>62.50</del>
<del>1/09/2015</del>	<del></del>	<del>0.5</del>	<del>62.50</del>
1/9/2015	Associate Attorney Drafted letter to Court of Appeals NO CHARGE	0.3	0.00
1/14/2015	Met with Client	0.7	192.50
1/14/2015	Associate Attorney Met with Client to prepare for Mediation	3	525.00
1/14/2015	Associate Attorney E-mailed Mediator NO CHARGE	0.1	0.00
1/15/2015	Associate Attorney Summarized spreadsheets	2	350.00
<del>1/16/2015</del>	<del></del>	<del>0.1</del>	<del>35.00</del>
1/16/2015	Associate Attorney Spoke with Mediator's Office NO CHARGE	0.1	0.00
1/19/2015	Associate Attorney reviewed case with Ms. Chamberlain	0.2	35.00
1/20/2015	Mediation	1.5	412.50
<del>1/21/2015</del>	<del></del>	<del>0.1</del>	<del>35.00</del>
1/31/2015	Postage charges	0	0.00
1/31/2015	Filing Fee	0	0.00

<b>Total</b>	<del>\$1,721.95</del>
<b>Balance Due</b>	<del>\$1,721.95</del>

*\$1,515.00*

600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
12/31/2014	4897

**BILLING FOR:**

Ms. Polly A. Thompson  
Post Office Box 163  
Mauldin, South Carolina 29662-0163

**PAID**

DATE	DESCRIPTION	TIME	AMOUNT
<del>12/1/2014</del>	<del>[REDACTED]</del>	<del>0.1</del>	<del>17.50</del>
12/4/2014	Associate Attorney Spoke with Judge's Secretary	0.1	17.50
<del>12/4/2014</del>	<del>[REDACTED]</del>	<del>0.5</del>	<del>82.50</del>
<del>12/4/2014</del>	<del>[REDACTED]</del>	<del>0.2</del>	<del>35.00</del>
<del>12/4/2014</del>	<del>[REDACTED]</del>	<del>0.3</del>	<del>52.50</del>
12/4/2014	Reviewed case with Associate Attorney	0.3	82.50
<del>12/5/2014</del>	<del>[REDACTED]</del>	<del>0.5</del>	<del>82.50</del>
<del>12/5/2014</del>	<del>[REDACTED]</del>	<del>0.1</del>	<del>17.50</del>
12/5/2014	Met with Client	0.3	82.50
12/5/2014	Exchanged e-mails with Opposing Counsel	0.2	55.00
12/8/2014	Drafted e-mails to Opposing Counsel	0.1	27.50
12/11/2014	Associate Attorney Left message for Oconee County Clerk, re: Hearing	0.1	17.50
12/11/2014	Associate Attorney Spoke with Clerk in Anderson County's Masters in Equity	0.2	35.00
12/11/2014	Researched Alternative Dispute requirements NO CHARGE	1.3	0.00
12/11/2014	Exchanged e-mails with Opposing Counsel	0.1	27.50
12/15/2014	Associate Attorney Spoke with Clerk's office	0.1	17.50
12/15/2014	Drafted letter to Judge Drew (by e-mail only)	0.3	82.50
<del>12/15/2014</del>	<del>[REDACTED]</del>	<del>0.3</del>	<del>82.50</del>
<del>12/20/2014</del>	<del>[REDACTED]</del>	<del>0.1</del>	<del>17.50</del>

Total

Balance Due

**Chamberlain Law Firm**

600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
12/31/2014	4897

**PAID**

BILLING FOR:

Ms. Polly A. Thompson  
Post Office Box 163  
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
12/31/2014	Printing/Reproduction	0	0.00
12/31/2014	Postage charges	0	0.00
12/31/2014	Filing Fee	0	0.00

**Total** \$647.50

**Balance Due** \$0.00

*\$445.00*

600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
11/30/2014	4892

**BILLING FOR:**

Ms. Polly A. Thompson  
Post Office Box 163  
Mauldin, South Carolina 29662-0163



DATE	DESCRIPTION	TIME	AMOUNT
11/17/2014	Reviewed Answer & Counterclaim	0.3	82.50
11/17/2014	Associate Attorney Researched Doe v Roe at South Carolina Supreme Court & Court of Appeals. Researched Partitions, Equitable Liens, and Constructive Trust	3	525.00
11/20/2014	Associate Attorney Met with Client	2	350.00
11/20/2014	Associate Attorney Drafted Reply to Defendant's Counterclaim	2	350.00
11/30/2014	Printing/Reproduction (copy cost generated from printing researched documents)	181	27.15
11/30/2014	Postage charges	0	0.00
11/30/2014	Filing Fee	0	0.00

<b>Total</b>	\$1,334.65
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<b>Balance Due</b>	\$0.00
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**Chamberlain Law Firm**

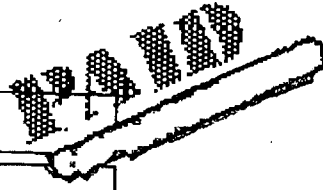
Bill **APPENDIX PAGE 587**

600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
10/31/2014	4887

BILLING FOR:

Ms. Polly A. Thompson  
Post Office Box 163  
Mauldin, South Carolina 29662-0163



DATE	DESCRIPTION	TIME	AMOUNT
10/3/2014	Associate Attorney E-mailed Court of Common Pleas in Oconee, re: Order	0.1	17.50
<del>10/7/2014</del>	<del>Associate Attorney Reviewed return from opposing counsel</del>	<del>0.1</del>	<del>17.50</del>
<del>10/14/2014</del>	<del>Reviewed Appellants Document re: Motion to Dismiss</del>	<del>0.1</del>	<del>17.50</del>
<del>10/20/2014</del>	<del>Associate Attorney Researched Case Law cited in Opposing Counsel's return</del>	<del>0.1</del>	<del>17.50</del>
<del>10/20/2014</del>	<del>Associate Attorney Drafted and filed Reply to Opposing Counsel's return</del>	<del>0.1</del>	<del>17.50</del>
10/20/2014	Drafted letter to Judge Macaulay re: Respectfully Request Action be referred to the Master in Equity for Oconee County	0.7	192.50
<del>10/20/2014</del>	<del>Associate Attorney Reviewed return from opposing counsel</del>	<del>0.1</del>	<del>17.50</del>
<del>10/21/2014</del>	<del>Associate Attorney Drafted Reply</del>	<del>0.1</del>	<del>17.50</del>
<del>10/22/2014</del>	<del>Associate Attorney Reviewed Reply</del>	<del>0.1</del>	<del>17.50</del>
<del>10/23/2014</del>	<del>Associate Attorney Drafted Reply to Service and Show Cause</del>	<del>0.1</del>	<del>17.50</del>
<del>10/23/2014</del>	<del>Reviewed Opposing Counsel's Reply</del>	<del>0.2</del>	<del>35.00</del>
10/31/2014	Associate Attorney Spoke with Oconee County Clerk's Office	0.1	17.50
<del>10/31/2014</del>	<del>Reviewed reply</del>	<del>0.1</del>	<del>17.50</del>
<del>10/31/2014</del>	<del>Reviewed reply</del>	<del>0.1</del>	<del>17.50</del>

Total

Balance Due

600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
9/30/2014	4881

BILLING FOR:

Ms. Polly A. Thompson  
Post Office Box 163  
Mauldin, South Carolina 29662-0163



DATE	DESCRIPTION	TIME	AMOUNT
9/10/2014	Associate Attorney Spoke with Judge Maddox's Clerk	0.1	17.50
9/10/2014	Drafted letter to Judge Maddox, re: decision NO CHARGE	0.3	0.00
9/11/2014	Associate Attorney Drafted order denying respondent's Motion to Dismiss	0.5	87.50
9/12/2014	Revised order denying Swicegood's Motion	0.3	82.50
9/18/2014	Met with Associate NO CHARGE	0.2	0.00
<del>9/19/2014</del>	<del>Associate Attorney Researched "Mootness" for Brief</del>	<del>0.2</del>	<del>35.00</del>
<del>9/20/2014</del>	<del>Associate Attorney Drafted Memorandum in Support of</del>	<del>0.3</del>	<del>52.50</del>
<del>9/20/2014</del>	<del>Motion</del>	<del>0.2</del>	<del>35.00</del>
<del>9/20/2014</del>	<del>Associate Attorney performed legal research on</del>	<del>0.4</del>	<del>70.00</del>
<del>9/20/2014</del>	<del>process</del>	<del>0.4</del>	<del>70.00</del>
<del>9/22/2014</del>	<del>Associate Attorney Revised Memorandum in Support of</del>	<del>0.4</del>	<del>70.00</del>
<del>9/22/2014</del>	<del>Motion</del>	<del>0.4</del>	<del>70.00</del>
<del>9/22/2014</del>	<del>Associate Attorney Researched Public Index for</del>	<del>0.2</del>	<del>35.00</del>
<del>9/22/2014</del>	<del>Case NO CHARGE</del>	<del>0.2</del>	<del>35.00</del>
<del>9/22/2014</del>	<del>Associate Attorney Revised Memorandum in Support of</del>	<del>0.3</del>	<del>52.50</del>
<del>9/22/2014</del>	<del>Motion</del>	<del>0.3</del>	<del>52.50</del>
<del>9/29/2014</del>	<del>Associate Attorney Reviewed State Brief</del>	<del>0.2</del>	<del>35.00</del>
<del>9/30/2014</del>	<del>Printing Reproductions of Stipulations of Motion to Dismiss,</del>	<del>0.5</del>	<del>87.50</del>
<del>9/30/2014</del>	<del>Revised Memorandum in Support of Motion to Dismiss</del>	<del>0.5</del>	<del>87.50</del>
<del>9/30/2014</del>	<del>including transcripts, motions, pleadings, case records</del>	<del>0.5</del>	<del>87.50</del>
<del>9/30/2014</del>	<del>appeals</del>	<del>0.5</del>	<del>87.50</del>

Total

Balance Due



600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
7/31/2014	4856

<b>BILLING FOR:</b>
Ms. Polly A. Thompson 14 Woodhedge Court Mauldin, South Carolina 29662

DATE	DESCRIPTION	TIME	AMOUNT
7/1/2014	Associate reviewed e-mail from Client	0.1	17.50
7/18/2014	Drafted letter to Opposing Counsel, re: Island Club Property (by e-mail and by fax)	0.1	27.50
<hr/>			
7/31/2014	Printing/Reproduction	0	0.00
7/31/2014	Postage charges	0	0.00
7/31/2014	Filing Fee	0	0.00

<b>Total</b>	<del>\$182.50</del>
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<b>Balance Due</b>	<del>\$182.50</del>
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**\$ 45.00**

**Chamberlain Law Firm**

600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
6/30/2014	4843

BILLING FOR:

Ms. Polly A. Thompson  
Post Office Box 163  
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
<del>6/10/2014</del>	<del>Prepared for hearing</del>	<del>0.1</del>	<del></del>
<del>6/10/2014</del>	<del>Prepared for hearing</del>	<del>0.1</del>	<del>27.50</del>
<del>6/10/2014</del>	<del>Prepared for hearing</del>	<del>0.1</del>	<del></del>
<del>6/10/2014</del>	<del>Prepared for hearing</del>	<del>0.1</del>	<del></del>
<del>6/10/2014</del>	<del>Prepared for hearing</del>	<del>0.1</del>	<del></del>
<del>6/10/2014</del>	<del>Prepared for hearing</del>	<del>0.1</del>	<del>17.50</del>
6/17/2014	Prepared for hearing	0.5	137.50
6/17/2014	Associate Attorney organized research and file for Motion Hearing	0.2	35.00
6/17/2014	Associate Attorney Drafted Issues for Motion Hearing	0.4	70.00
6/17/2014	Associate Attorney did additional research on Motion To Dismiss	0.8	140.00
<del>6/17/2014</del>	<del>Prepared for hearing</del>	<del>0.1</del>	<del></del>
6/20/2014	Associate Attorney drafted affidavit for Client	0.2	35.00
6/23/2014	Travel to and from Court in Oconee	2	550.00
6/23/2014	Hearing	1	275.00
6/23/2014	Drafted Motion and Order of Reference, Motion Coversheet	0.1	27.50
6/23/2014	Drafted letter to Judge Alexander S. Macaulay (by U.S. Mail only)	0.3	82.50

**Total**

**Balance Due**

600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
6/30/2014	4843

**PAID**

BILLING FOR:

Ms. Polly A. Thompson  
Post Office Box 163  
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
	<del>Associate Attorney</del>		<del>0.00</del>
	<del>CHARGE</del>		
6/30/2014	Printing/Reproduction	78	11.70
6/30/2014	Postage charges	1	0.48
6/30/2014	Filing Fee	0	0.00
6/30/2014	Court Reporter Fees for Transcript of May 5, 2014 Family Court Action		18.00

Total ~~\$1,620.18~~

Balance Due \$0.00

*\$1,382.66*

600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
3/31/2014	4817

**PAID**

**BILLING FOR:**

Ms. Polly A. Thompson  
Post Office Box 163  
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
3/3/2014	Associate Attorney Drafted Partition, Petition, Cover Sheets and Summons	1.6	280.00
3/3/2014	Partition research NO CHARGE	0.4	0.00
3/4/2014	Reviewed and revised Petition	0.3	82.50
3/5/2014	Associate Attorney Reviewed research	0.2	35.00
3/5/2014	Associate Attorney Exchanged e-mails with Client	0.2	35.00
3/5/2014	Associate Attorney Spoke with Oconee County Register of Deeds	0.1	17.50
3/5/2014	Spoke with Opposing Counsel	0.2	55.00
3/5/2014	Drafted letter to Opposing Counsel, re: Requesting Access to Lake House (by fax & by U.S. Mail)	0.2	55.00
3/6/2014	Associate Attorney Drafted Lis Pendens	0.3	52.50
3/6/2014	Associate Attorney Drafted Motion for Reference	0.2	35.00
3/7/2014	Associate Attorney Revised Motion for Reference	0.1	17.50
3/10/2014	Associate Attorney Drafted Order of Reference	0.3	52.50
3/10/2014	Associate Attorney Drafted Acceptance of Service	0.1	17.50
3/10/2014	Met with Client	1	275.00
3/10/2014	Spoke with Opposing Counsel	0.2	55.00
3/10/2014	Drafted letter to Clerk of Court w Petition, Lis Pendens, & Order of Reference for filing (by U.S. Mail only)	0.3	82.50
3/19/2014	Drafted letter to Opposing Counsel w filed copy of Lis Pendens, Summons, and Petition (by U.S. Mail only) NO CHARGE	0.3	0.00

**Total**

**Balance Due**

600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
3/31/2014	4817

BILLING FOR:

Ms. Polly A. Thompson  
Post Office Box 163  
Mauldin, South Carolina 29662-0163

**PAID**

DATE	DESCRIPTION	TIME	AMOUNT
3/26/2014	Drafted letter to Clerk of Court with Acceptance of Service for filing (by U.S. Mail only) NO CHARGE	0.3	0.00
<del>3/11/2014</del>	<del>Reviewed case with Associate Attorney</del> NO CHARGE	<del>0.2</del>	<del>0.00</del>
<del>3/12/2014</del>	<del>Associate Attorney Drafted Motion to Dismiss</del>	<del>0.3</del>	<del>52.50</del>
<del>3/13/2014</del>	<del>Reviewed e-mails from fellow attorneys</del>	<del>0.1</del>	<del>25.00</del>
<del>3/13/2014</del>	<del>Reviewed case with Associate Attorney</del>	<del>0.5</del>	<del>82.50</del>
<del>3/13/2014</del>	<del>Reviewed Complaint</del>	<del>0.5</del>	<del>82.50</del>
<del>3/13/2014</del>	<del>Company Law Manager research</del> NO CHARGE	<del>0.5</del>	<del>0.00</del>
<del>3/13/2014</del>	<del>Drafted letter to Clerk of Court with Acceptance of Service</del>	<del>0.5</del>	<del>82.50</del>
<del>3/14/2014</del>	<del>Reviewed and revised Motion to Dismiss</del>	<del>0.1</del>	<del>50.00</del>
<del>3/18/2014</del>	<del>Reviewed and revised Motion to Dismiss</del>	<del>0.2</del>	<del>55.00</del>
<del>3/10/2014</del>	<del>Drafted letter to Judge Phillips with Motion to Dismiss</del>	<del>0.2</del>	<del>55.00</del>
<del>3/24/2014</del>	<del>Reviewed and revised Motion to Dismiss</del>	<del>0.1</del>	<del>25.00</del>
<del>3/24/2014</del>	<del>Reviewed and revised Motion to Dismiss</del>	<del>0.1</del>	<del>25.00</del>
<del>3/24/2014</del>	<del>Reviewed and revised Motion to Dismiss</del>	<del>0.1</del>	<del>25.00</del>
<del>3/25/2014</del>	<del>Reviewed and revised Motion to Dismiss</del>	<del>0.2</del>	<del>55.00</del>

Total

Balance Due

Chamberlain Law Firm

600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
3/31/2014	4817

**PAID**

BILLING FOR:

Ms. Polly A. Thompson  
Post Office Box 163  
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
<del>3/26/2014</del>	<del>Printing/Reproduction</del>	<del>0.3</del>	<del>09.00</del>
<del>3/26/2014</del>	<del>Postage charges</del>		<del>1.92</del>
3/31/2014	Printing/Reproduction	133	19.95
3/31/2014	Postage charges		1.92
<del>3/31/2014</del>	<del>Filing Fee (Civil Case) for Petition, Partition, Lis Pendens, and Order of Reference</del>		<del>25.00</del>
3/31/2014	Filing Fee (Civil Case) for Petition, Partition, Lis Pendens, and Order of Reference		25.00

Total ~~\$2,129.37~~

Balance Due \$0.00

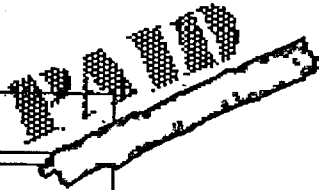
*\$1,194.37*

600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
2/28/2014	4791

**BILLING FOR:**

Ms. Polly A. Thompson  
Post Office Box 163  
Mauldin, South Carolina 29662-0163



DATE	DESCRIPTION	TIME	AMOUNT
2/3/2014	Drafted letter to Court of Appeals requesting all appellate records and brief for case Jane Doe v. Mary Roe and Sharonview Federal Credit Union, Appellate No. 2548, heard on June 5, 1996. (by U.S. Mail only)	0.2	55.00
2/3/2014	Spoke with Opposing Counsel	0.2	55.00
2/3/2014	Spoke with Client	0.1	0.00
<del>2/3/2014 [REDACTED]</del>			
2/26/2014	Spoke with Opposing Counsel	0.1	27.50
2/28/2014	Printing/Reproduction	1	0.15
2/28/2014	Postage charges	1	0.48
2/28/2014	Filing Fee	0	0.00
2/28/2014	Research copy fees		4.50

**Total** ~~\$222.63~~

**Balance Due** \$0.00

*\$142.63*

**Chamberlain Law Firm**

600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
1/31/2014	4768

**BILLING FOR:**



Ms. Polly A. Thompson  
Post Office Box 163  
Mauldin, South Carolina 29662-0163

DATE	DESCRIPTION	TIME	AMOUNT
1/2/2014	Law Clerk spoke with Client	0.2	20.00
1/3/2014	Left message for Mediator	0.1	27.50
1/3/2014	Drafted letter to Opposing Counsel, re: Mediation (by e-mail only)	0.1	27.50
1/3/2014	Law Clerk e-mailed Client, re: Mediation	0.1	10.00
1/3/2014	Law Clerk spoke with Opposing Counsel's office	0.1	10.00
1/6/2014	Reviewed case with Law Clerk	0.1	27.50
1/6/2014	Law Clerk reviewed e-mails from Opposing Counsel and Client	0.1	10.00
1/6/2014	Law Clerk coordinated mediation with Opposing Counsel and sent Mediator Client's contact information	0.2	20.00
1/6/2014	Law Clerk researched property ownership	0.1	10.00
1/13/2014	Met with Client	1	275.00
<del>1/14/2014</del>	<del>Drafted letter to Opposing Counsel, re: Mediation (by e-mail only)</del>	<del>0.1</del>	<del>27.50</del>
1/16/2014	Reviewed letter from Opposing Counsel	0.1	27.50
1/16/2014	Left message for Opposing Counsel NO CHARGE	0.1	0.00
1/17/2014	Spoke with Opposing Counsel	0.3	82.50
<del>1/17/2014</del>	<del>Spoke with Opposing Counsel</del>	<del>0.3</del>	<del>82.50</del>
1/22/2014	Law Clerk met with Client	0.4	40.00
1/22/2014	Law Clerk e-mailed Opposing Counsel's office, re: Keys	0.1	10.00

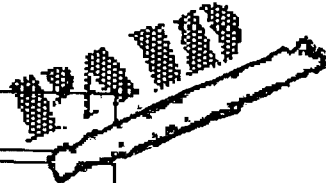
<b>Total</b>
<b>Balance Due</b>

600 Pettigru Street  
Greenville, SC 29603

DATE	INVOICE #
1/31/2014	4768

BILLING FOR:

Ms. Polly A. Thompson  
Post Office Box 163  
Mauldin, South Carolina 29662-0163



DATE	DESCRIPTION	TIME	AMOUNT
1/24/2014	Partition Action Research NO CHARGE	1	0.00
1/27/2014	Law Clerk reviewed documents provided by Client	1.2	120.00
1/28/2014	Law Clerk reviewed document provided by Client and organized case file	5	500.00
1/29/2014	Met with Client	1.3	357.50
1/29/2014	Law Clerk drafted letter to Opposing Counsel w/ Property documents & Spreadsheet (by e-mail only)	0.3	30.00
1/29/2014	Law Clerk revised spreadsheets	0.2	20.00
1/30/2014	Reviewed case with Law Clerk	0.3	82.50
1/30/2014	Met with Evelyn Angeletti, re: Partition Action	1	275.00
1/30/2014	Law Clerk spoke with Evelyn Angeletti, re: Partition Actions	0.8	80.00
1/30/2014	Law Clerk exchanged e-mails with Opposing Counsel	0.2	20.00
1/30/2014	Law Clerk spoke with Client	0.1	10.00
1/31/2014	Law Clerk e-mailed Opposing Counsel	0.1	10.00
1/31/2014	Printing/Reproduction	73	10.95
1/31/2014	Postage charges	1	0.66
1/31/2014	Filing Fee for Revocation of DPOA		10.00
1/31/2014	Evelyn Angeletti's meeting fee		250.00

**Total** ~~\$2,679.11~~

**Balance Due** \$0.00

*\$2,374.1*

**Chamberlain Law Firm**

600 Pettigru Street  
 Post Office Box 10184  
 Greenville, SC 29603

DATE	INVOICE #
12/31/2013	4737

**BILLING FOR:**

Ms. Polly A. Thompson  
 14 Woodhedge Court  
 Mauldin, South Carolina 29662



DATE	DESCRIPTION	TIME	AMOUNT
12/11/2013	Met with Client		
12/11/2013	Drafted Will & Revocation NO CHARGE	1.3	357.50
12/11/2013	Law Clerk research Tenant Law/Eviction Notice	0.3	0.00
12/11/2013	Law Clerk drafted eviction notice letter	0.8	80.00
12/11/2013	Law Clerk spoke with Client	0.3	30.00
12/11/2013	Law Clerk researched Partition Action	0.1	10.00
12/12/2013	Reviewed estoppel research	0.5	50.00
12/12/2013	Spoke with Bradley Bennett	0.2	55.00
12/12/2013	Drafted letter to Bradley Bennett, re: insurance (by U.S. Mail only)	0.2	55.00
12/12/2013	Reviewed case with Law Clerk	0.3	82.50
12/12/2013	Researched Statute of Frauds	0.3	82.50
12/12/2013	Researched Quantam Meruit	0.5	137.50
12/12/2013	Researched Promissory Estoppel	0.4	110.00
12/12/2013	Met with Bradley Bennett NO CHARGE	0.4	110.00
12/12/2013	Law Clerk reviewed case with Ms. Chamberlain, re: Research on Partition Action	0.4	0.00
12/12/2013	Law Clerk researched Statue of Frauds, Partnerships, oral contracts, and credit card debt	0.5	50.00
12/12/2013	Law Clerk researched Statue of Frauds, Partnerships, oral contracts, and credit card debt	1	100.00
12/13/2013	Law Clerk spoke with Client		
12/16/2013	Drafted letter to Bradley Bennett, re: eviction (by fax & by U.S. Mail)	0.2	20.00
12/16/2013	Law Clerk reviewed e-mails with Ms. Chamberlain received from Client	0.3	82.50
12/16/2013	Law Clerk reviewed e-mails with Ms. Chamberlain received from Client	0.2	20.00
12/20/2013	Reviewed case with Law Clerk	0.1	27.50

**Total**

**Balance Due**

**Chamberlain Law Firm**

600 Pettigru Street  
 Post Office Box 10184  
 Greenville, SC 29603

DATE	INVOICE #
12/31/2013	4737

**BILLING FOR:**

Ms. Polly A. Thompson  
 14 Woodhedge Court  
 Mauldin, South Carolina 29662



DATE	DESCRIPTION	TIME	AMOUNT
12/20/2013	Spoke with new opposing counsel, John G. Reckenbeil	0.2	55.00
12/20/2013	Spoke with Client	0.1	27.50
12/30/2013	Reviewed fax from John G. Reckenbeil	0.1	27.50
12/30/2013	Reviewed e-mail from Client	0.1	27.50
12/30/2013	Law Clerk exchanged e-mails with Client	0.2	20.00
<hr/>			
12/30/2013	Drafted letter to John G. Reckenbeil, re: Cathy Swicegood Vacating Property (by fax & by U.S. Mail)	0.2	55.00
12/31/2013	Printing/Reproduction	3	0.45
12/31/2013	Postage Expense	3	1.38
12/31/2013	Filing Fee	0	0.00

**Total** \$1,694.33

**Balance Due** \$0.00

*#1,674.33*



Date: December 15, 2014

Branch Banking and Trust

Page 9 of 15

Reference: 10000515814547:10000515815547:10000494192547

POLLY THOMPSON  
 CATHY J SWICEGOOD  
 PH: 804-458-7123  
 14 WOODHEDGE CT  
 MAULDIN, SC 29542-2837

3202  
47-180/532

Aug 21, 2013  
Date

PAY Cathy Swicegood \$ 450.00  
 Four hundred-fifty and 00/100 Dollars

BRANCH BANKING AND TRUST COMPANY  
 CLASSIC BANKING

For ISLAND Club chair pillows  
 Signature Polly Thompson

2501 03202

450.00

0000005123122501  
 00061 10:28 08/22/11  
 OVERRIDE

*Emily P. Thompson*

Date 20130822  
 Amount 45000  
 Serial Number 0000003202

Account Number 2501  
 CR-DR D  
 Transaction Link 010561230049168022



Date: December 15, 2014

Branch Banking and Trust

Page 2 of 10


Reference: 10000515846315:10000515847315:10000494219316

POLLY THOMPSON  
 CATHY J SWICEGOOD  
 PH: 864-458-7123  
 14 WOODHEDGE CT  
 MAULDIN, SC 29662-2637

3126  
87-100/532

July 16, 2012 Date

PAY *to the order of* Cathy Swicegood \$ 5,000.00  
 — Five thousand and 00/100 — Dollars

 BRANCH BANKING AND TRUST COMPANY  
 1-800-BANK BBK BBK.com

For Deposit-Dock + other Labor Signature Polly Thompson

92140103126

*Cathy Swicegood*

Date 20120717  
 Amount                       
 Serial Number 0000003126

Account Number                      2501  
 CR-DR D  
 Transaction Link 011986290267268017

PLAINTIFF'S  
 EXHIBIT  
 10  
 3-16-2015

Date: December 12, 2013

Branch Banking and Trust

Page 1 of 1

Reference: 10000433060487:10000433061487:10000423583492

POLLY THOMPSON  
CATHY J SWICEGOOD  
PH. 864-468-7123  
14 WOODHEDGE CT  
MAULDEN, SC 29662-2637

3142  
87-190/532

Sept 25, 2012

PAY to the order of Cathy Swicegood \$ 3,000.00  
Three thousand and 00/100 Dollars

For Labor, Materials

Signature Polly Thompson

BBST BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBST BBST.COM

Classic BANKING

2501 0364

*Cathy Swicegood*

[Redacted]

[Redacted]

Date  
Amount  
Serial Number

20120925  
[Redacted]  
0000003142

Account Number  
CR-DR  
Transaction Link

[Redacted] 2501  
D  
012847290728243325

Date: December 15, 2014

Branch Banking and Trust

Page 9 of 10

Reference: 10000515846315:10000515847315:10000494219316


**POLLY THOMPSON**  
**CATHY J SWICEGOOD**  
 PH. 864-458-7123  
 14 WOODHEDGE CT  
 MAULDIN, SC 29662-2637

**3148**  
67-100/532

*Oct. 26 2012*  
Date

**PAY** to the order of *Cathy Swicegood* \$ *1,000.00*

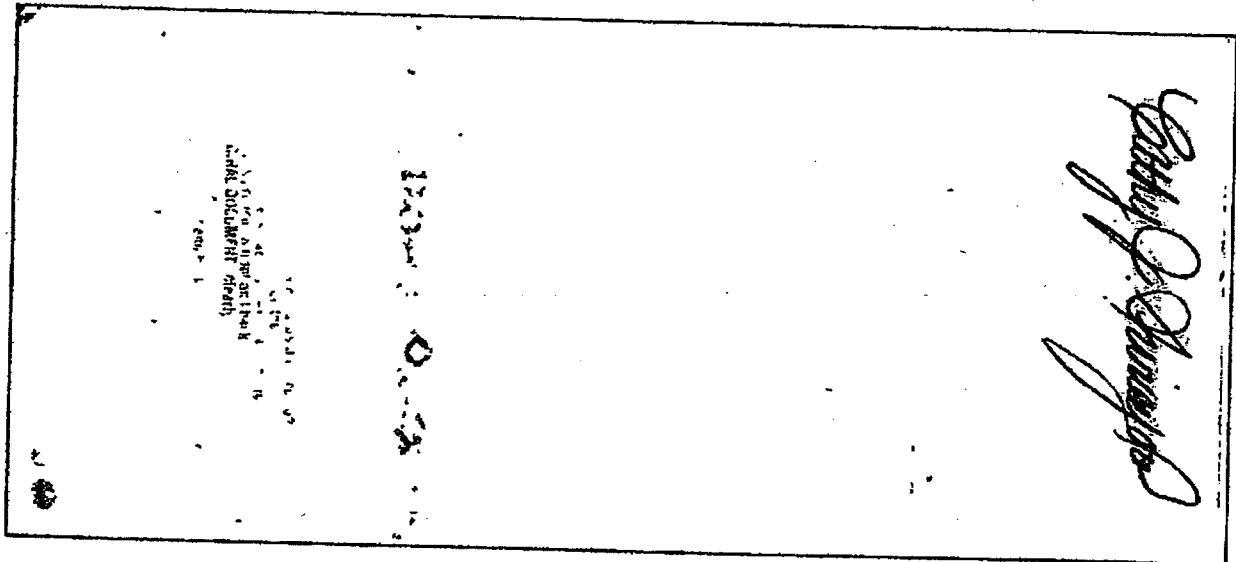
*one thousand and 00/100* Dollars

 BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBST BBST.com

*Classic BANKING*

For \_\_\_\_\_ Signature: *Polly Thompson*

841E0#10520



Date 20121029  
 Amount   
 Serial Number 000003148

Account Number 2501  
 CR-DR D  
 Transaction Link 012088290051749029

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF OCONEE )  
 )  
 Polly Thompson, )  
 )  
 Petitioner, )  
 )  
 v. )  
 )  
 Cathy Swicegood and Wells Fargo, )  
 )  
 Respondents. )

IN THE COURT OF COMMON PLEAS  
 THE TENTH JUDICIAL CIRCUIT  
 RESPONDENT SWICEGOOD'S  
 MEMORANDUM OF LAW IN SUPPORT  
 OF HER MOTION TO STAY THE  
 PRECEDINGS

2014-CP-37-00143



This matter is before this Court on Petitioner's Partition and Ouster action. Because the South Carolina Court of Appeals has exclusive jurisdiction to grant the relief sought, and further because this Court may not act or issue orders that affect issues on appeal, this Court must stay these proceedings.

**PROCEDURAL HISTORY**

On March 13, 2014, Ms. Swicegood, who considered herself married to the Petitioner Polly Thompson filed for a divorce. Despite both parties being the same sex, the matter was heard before the Greenville County Family Court on May 5, 2014 and was summarily dismissed for a lack of subject matter jurisdiction. Per Judge Robertson's order he found that the action was marital litigation; however, South Carolina's prohibition on same sex marriages posed a legal impediment to the parties thereby depriving the Family Court of jurisdictional authority to adjudicate the issues. (See Exhibit A – Judge Robertson's Order).

Ms. Swicegood timely filed a notice of appeal with the South Carolina Supreme Court who deferred the matter to the South Carolina Court of Appeals. (See Exhibit B – Notice of

Appeal). The main contested issue pending before the Appellate Court is whether the same sex ban is unconstitutional.

Just prior to Ms. Swicegood filing for Divorce, on March 11, 2014, Ms. Thompson filed the present matter. Ms. Thompson is seeking a partition, ouster, and accounting of property jointly owned by the parties. This property is subject to Ms. Swicegood's divorce action in that it was jointly purchased during their 13 year marriage.

**LEGAL ANALYSIS**

- I. This Court is without jurisdiction to enforce or modify matters stayed by the Respondent's appeal; therefore, Respondents motion to stay must be granted.**

As a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision. Rule 241(a), SCACR. Pursuant to Rule 205, SCACR, the appellate court has **exclusive** jurisdiction over matters on appeal. Arnal v. Fraser, 371 S.C. 512, 518, (2007). Under Rules 205 and 241, SCACR, "the lower court may not act or issue orders that affect an issue on appeal." Arnal, 371 S.C. at 519. The lower court may act only to enforce matters not stayed by the appeal. Id.

Upon the service of Ms. Swicegood's Notice of Appeal, the relief ordered by the Family Court was automatically stayed and exclusive jurisdiction over the matters on appeal was vested in the South Carolina Court of Appeals. See Rule 205, SCACR. A stay "suspends all further proceedings on the judgment, order, or decree appealed from, or as to any matter embraced therein, and prevents the enforcement thereof in whole or in part pending the appeal." Melton v. Walker, 209 S.C. 330, 335 (1946) (quoting 4 C.J.S. Appeal and Error, §§ 626, 662).

If Ms. Swicegood is successful in her appeal and it is found that this State's same sex ban is unconstitutional then the Family Courts will have exclusive jurisdiction over the property subject to this action. "The family court has exclusive jurisdiction to hear and determine actions for separate support and maintenance, legal separation, other marital litigation between the parties, and *for settlement of all legal and equitable rights of the parties in the actions related to the real and personal property of the marriage.*" Gilley v. Gilley, 327 S.C. 8, 11, (1997) (citing S.C. Code Ann. § 20-7-420(2) (Supp. 1995) (current version at S.C. Code Ann. § 63-3-530 (2010))).

The real property subject to the matter before this court is "marital property" in that it was acquired during the marriage. Also, as stated in Judge Robertson's Family Court Order, "The action brought by Plaintiff constitutes 'marital litigation' as referenced in SC Code Ann. § 63-3-530." The only hurdle standing in Ms. Swicegood's way of being allowed to adjudicate her claim before the Family Court is the same sex ban. In order to maintain the status quo, the matter before this court has to stayed during Ms. Swicegood's appeal. By statute, only the Family Court may consider the fifteen factors in making an equitable apportionment of the marital estate. S.C. Code Ann. § 20-7-472.

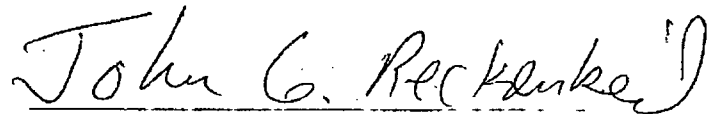
If this Court decides to proceed forth with the pending matter then Ms. Swicegood will be forced to sell the jointly owned property thus suffering irreparable harm. Further, the property is Ms. Swicegood's most valuable asset. If it is sold then issues before the Appellate Court become nearly moot. As observed by the South Carolina Supreme Court in Melton v. Walker, a case in which the appellant sought a stay of the dissolution of the attachment of the respondents' property pending appeal, "[i]f the law were as the respondent here insists, plaintiff's right of appeal might indeed be a hollow right and his victory a fruitless one. . ." 209 at 335.

For all these reasons, the stay must remain in place as it is necessary to maintain the status quo and prevent contested issues from becoming moot.

**Conclusion**

For all the above reasoning and law, Ms. Swicegood respectfully request that her motion to stay the matter be granted.

LAW OFFICE OF JOHN G. RECKENBEIL, LLC



John G. Reckenbeil  
Post Office Box 1633  
Spartanburg, SC 29304  
Phone: (864) 582-5472  
Fax: (864) 582-7280  
[john@johnreckenbeillaw.com](mailto:john@johnreckenbeillaw.com)

Dated: June 23, 2014  
Spartanburg, South Carolina

STATE OF SOUTH CAROLINA CLERK OF THE COURT  
COUNTY OF GREENVILLE GREENVILLE, S.C. THIRTEENTH JUDICIAL CIRCUIT

CATHY J. SWICEGOOD, )  
2014 MAY 7 ) PM 4 26  
Plaintiff, )  
FAMILY COURT )  
vs. )  
POLLY A. THOMPSON, )  
Defendant. )

CASE NUMBER: 2014-DR-23-1184

AMENDED<sup>1</sup> ORDER OF DISMISSAL

JUDGE: W. MARSH ROBERTSON  
DATE OF HEARING: MAY 5, 2014  
PLAINTIFF'S ATTORNEY: JOHN G. RECKENBEIL  
DEFENDANT'S ATTORNEY: MARGARET A. CHAMBERLAIN

COURT REPORTER: MARIA SMITH

This order addresses Defendant's Motion to Dismiss, heard May 5, 2014. Both parties appeared with their attorneys of record. Defendant moves for the dismissal of this case under Rule 12(b)(1), South Carolina Rules of Civil Procedure, for lack of subject matter jurisdiction. Having carefully considered the extensive arguments and written materials presented, the Court grants the motion.

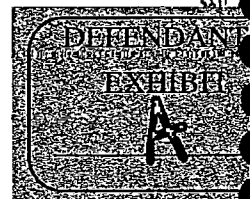
Subject matter jurisdiction refers to the court's power to hear and determine cases of the general class to which the proceedings in question belong. *Watson v. Watson*, 319 S.C. 92, 460 S.E.2d 394 (1995). This court's jurisdiction is limited to the authority vested by the South Carolina Constitution and the South Carolina Code of Laws. The action brought by Plaintiff constitutes "marital litigation" as referenced in SC Code Ann. §63-3-530. The Family Court's jurisdiction to hear and determine such actions is premised on the existence of a marriage. Plaintiff alleges that a common law marriage exists between the parties, both of whom are women. Owing to South Carolina's prohibition on same sex marriages, such a marriage is not legally possible in this state. (See SC Code Ann. §20-1-15) Accordingly, this Court is without jurisdictional authority to adjudicate the issues.

By virtue of this order, the following motions are rendered moot: (1) Plaintiff's Motion for Temporary Relief, and (2) Motion to Intervene by State of South Carolina Attorney General.

IT IS SO ORDERED on this 7th day of May, 2014.

W. MARSH ROBERTSON  
Family Court Judge

<sup>1</sup> This order corrects the spelling of Plaintiff's surname in the caption from "Spicegood" to "Swicegood". The original order dated filed May 5, 2015 is otherwise unchanged, and this order shall in no way affect the effective date of that order.





## The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS  
CLERK

V CLAIRE ALLEN  
DEPUTY CLERK

POST OFFICE BOX 11629  
COLUMBIA, SOUTH CAROLINA 29211  
1015 SUMTER STREET  
COLUMBIA, SOUTH CAROLINA 29201  
TELEPHONE: (803) 734-1890  
FAX: (803) 734-1839  
[www.sccourts.org](http://www.sccourts.org)

June 11, 2014

Mr. John G. Reckenbeil, Esquire  
PO Box 1633  
Spartanburg SC 29304

Re: Cathy J. Swicegood v. Polly A. Thompson  
Appellate Case No. 2014-001109

Dear Counsel:

This Court has received your notice of appeal, and the case has been assigned the appellate case number that appears above. Please use this number on all future correspondence relating to this matter.

All parties to this matter are advised that all filings must comply with the requirements of Rule 267 of the South Carolina Appellate Court Rules (SCACR). The SCACR are available online at [www.sccourts.org/courtreg](http://www.sccourts.org/courtreg). Additionally, any filings submitted by counsel admitted in South Carolina must include counsel's bar number.

The attention of the parties is directed to the order relating to the inclusion of personal data identifiers and other sensitive information in documents filed with the Supreme Court of South Carolina and the South Carolina Court of Appeals. The order can be found at [www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02](http://www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02). Please note that the responsibility for insuring that information is redacted or sealed as required by this order rests with counsel and the parties. This office will *not* review filings for redaction or to determine if materials should be sealed.



This is to advise that the title in the above matter has been changed to read as follows:

Cathy J. Swicegood, Appellant,

v.

Polly A. Thompson, Respondent.

State Ex Rel Alan Wilson, Attorney General, Intervenor.

All future records in this matter should be changed to reflect this title. If you have any questions, please do not hesitate to contact this office.

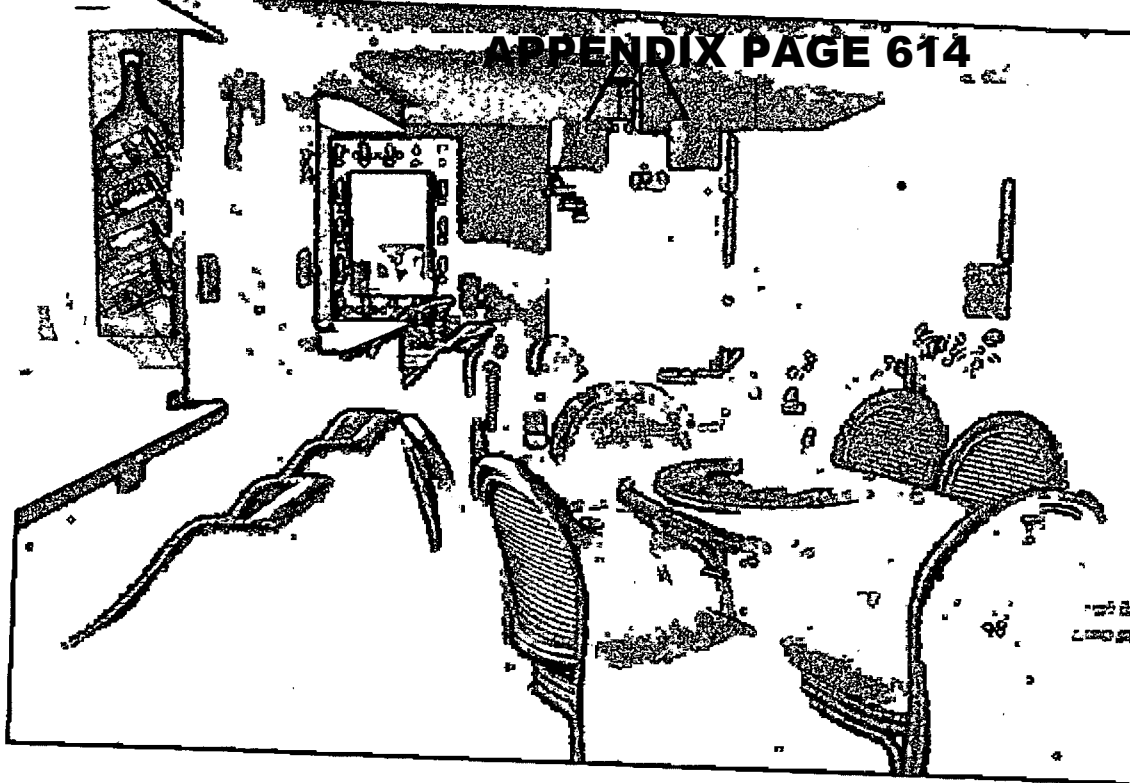
Very truly yours,

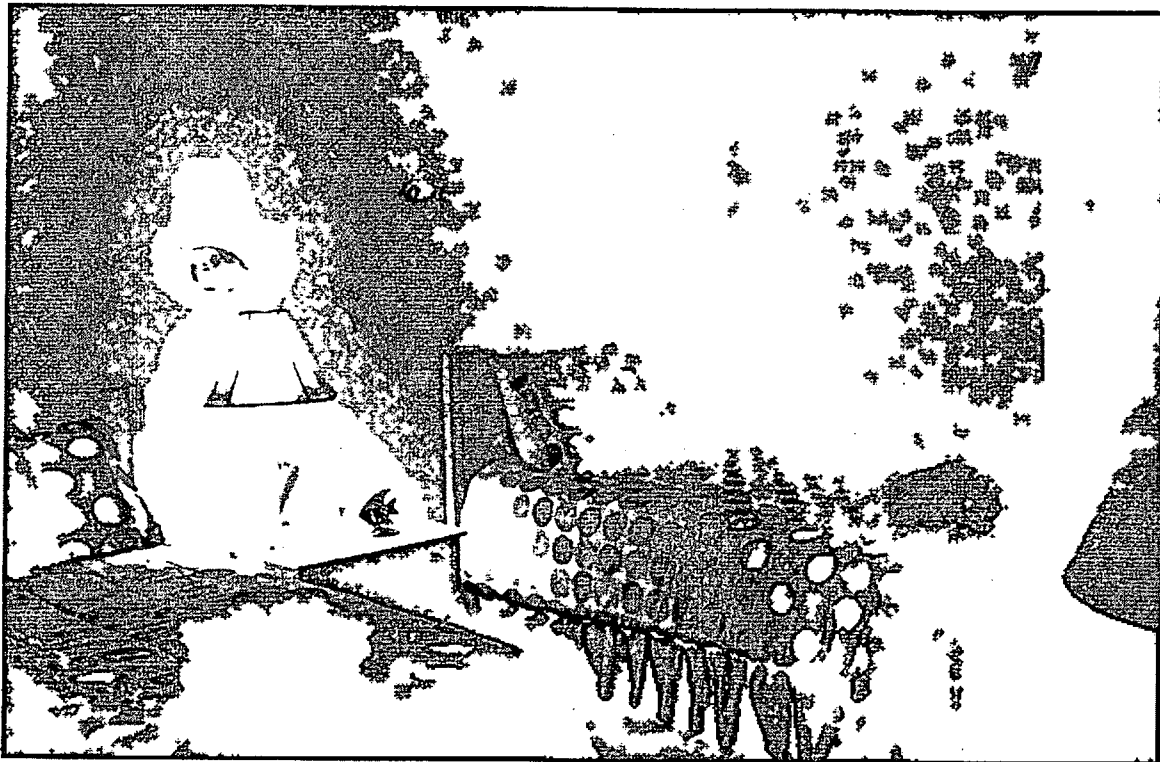
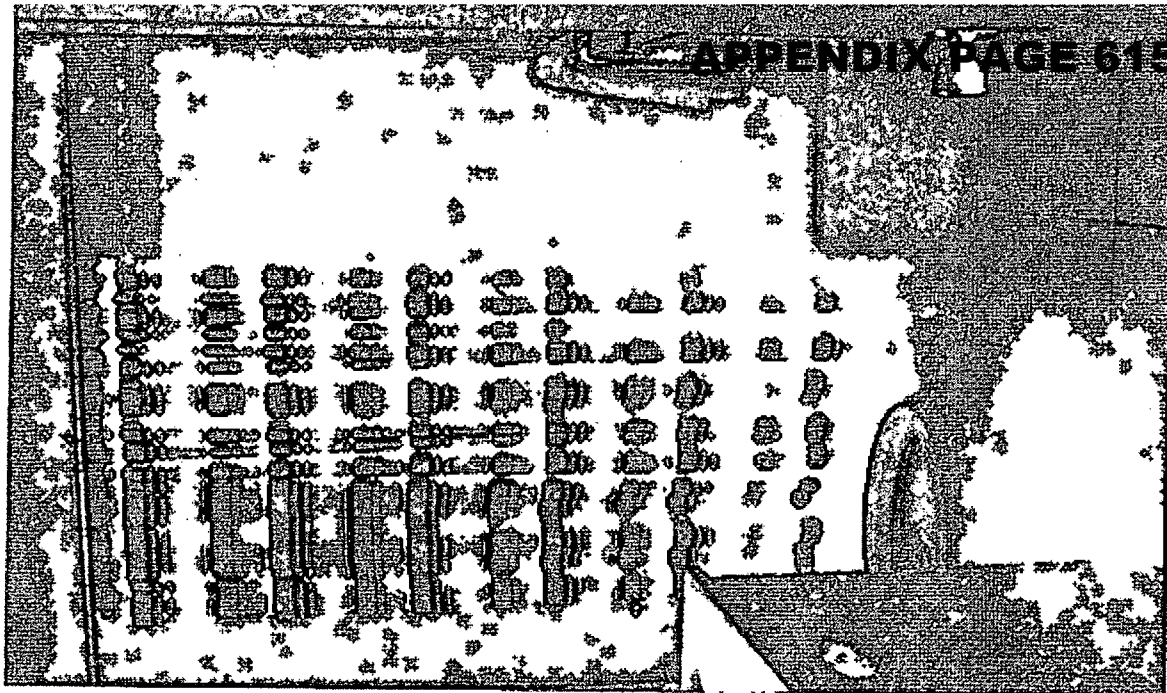
*V. Claire Allen, Deputy*

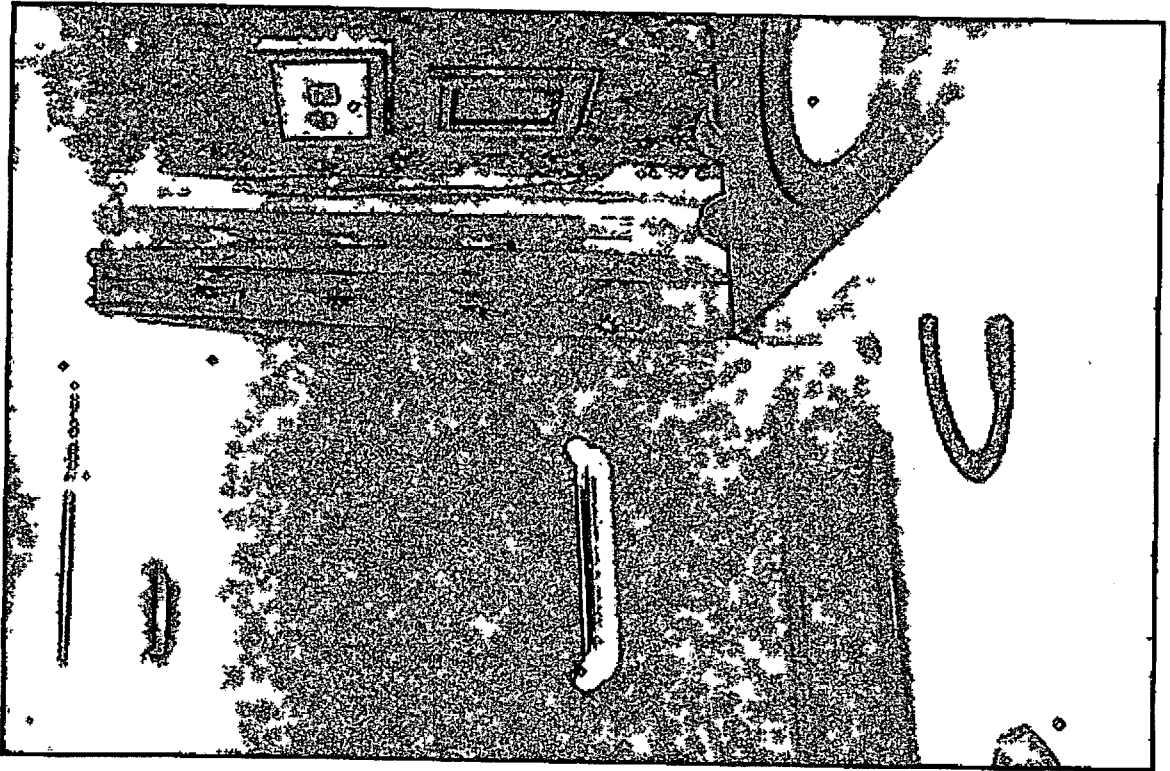
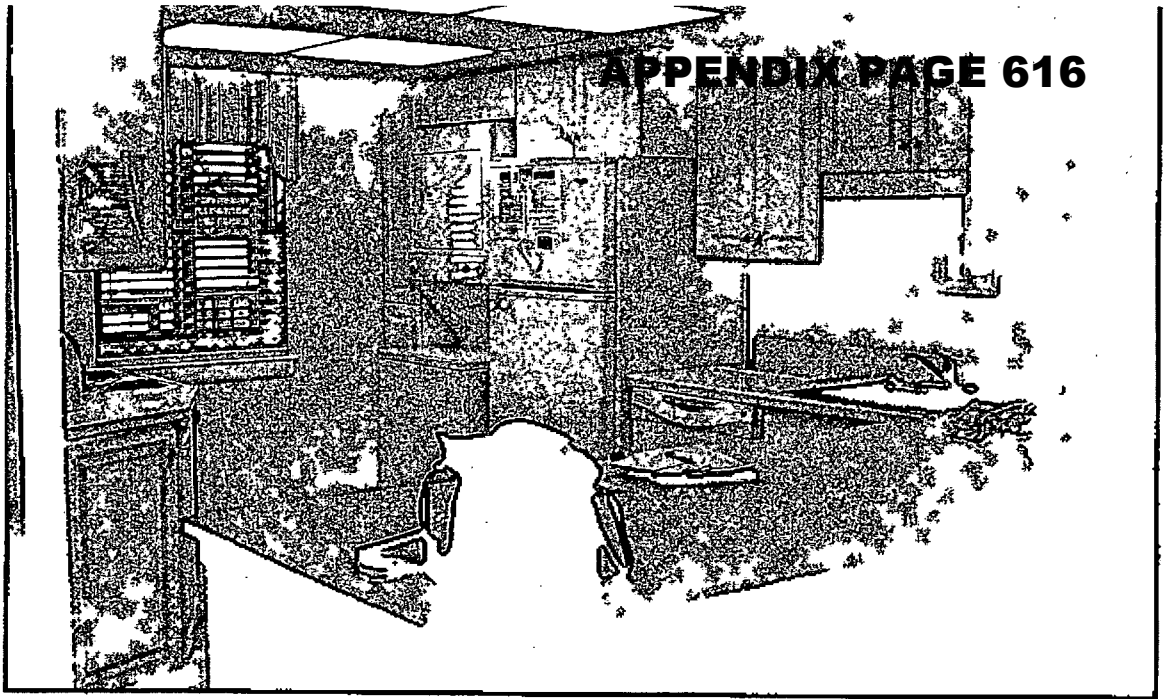
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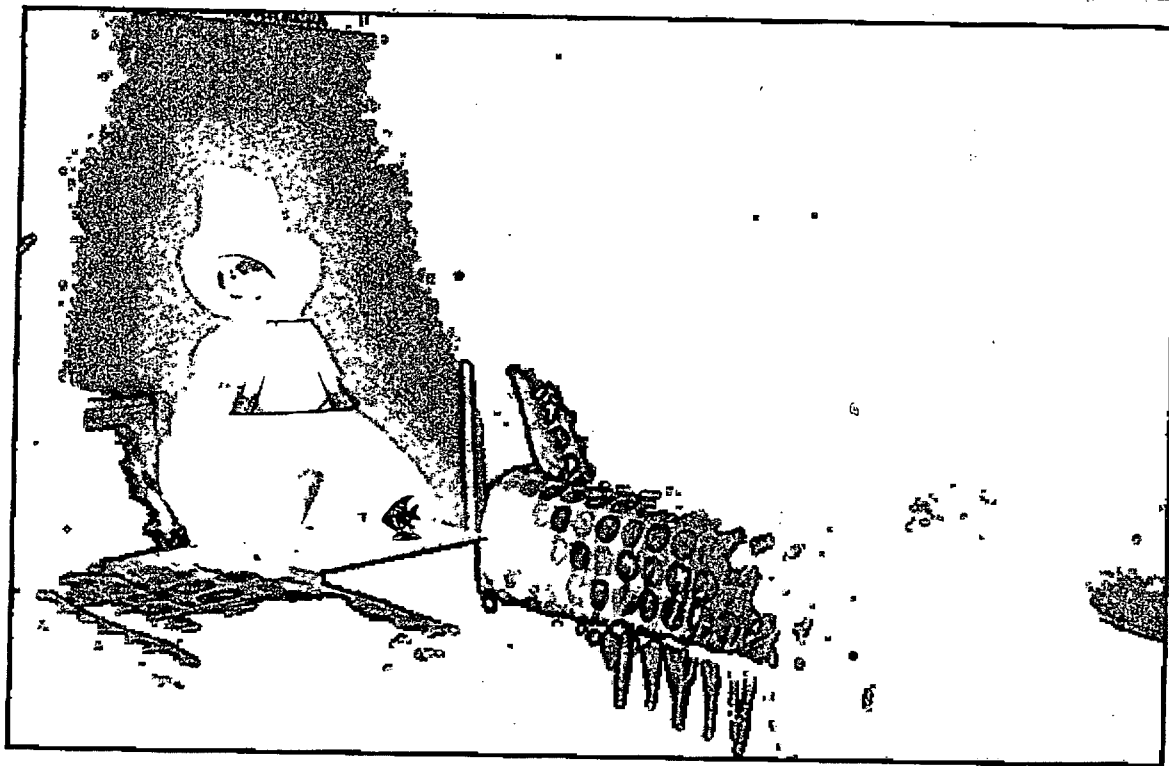
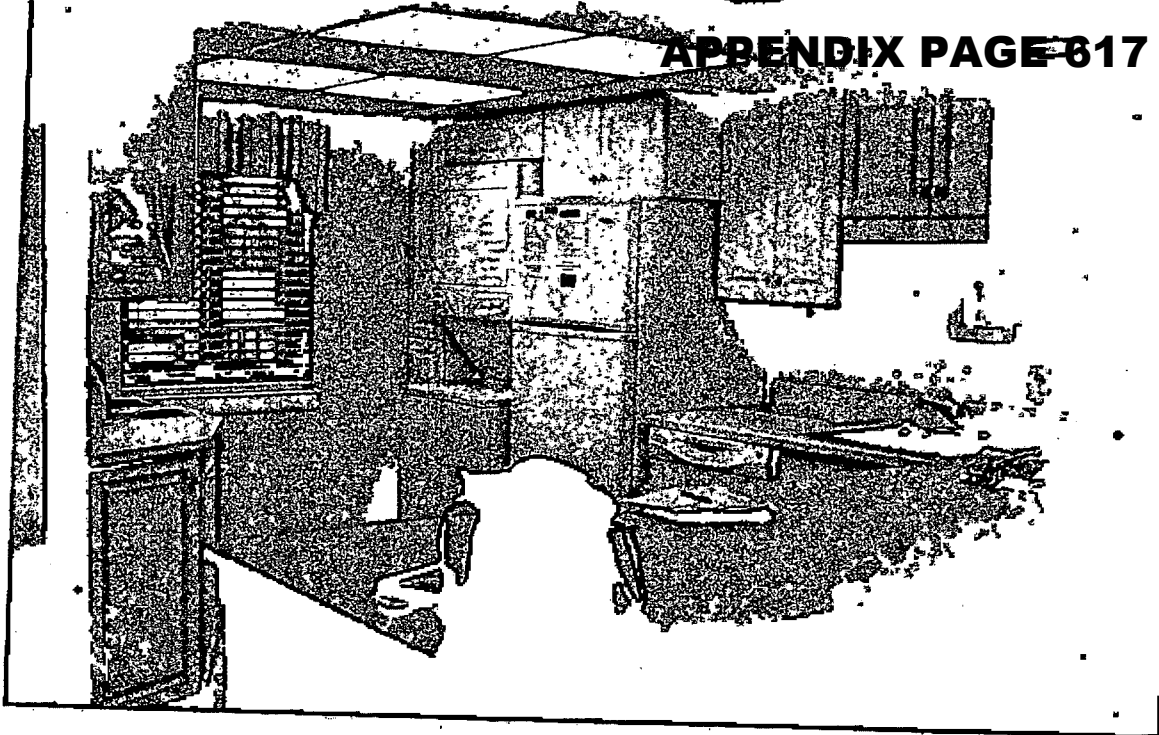
cc: Margaret A. Chamberlain, Esquire  
J. Emory Smith, Jr., Esquire

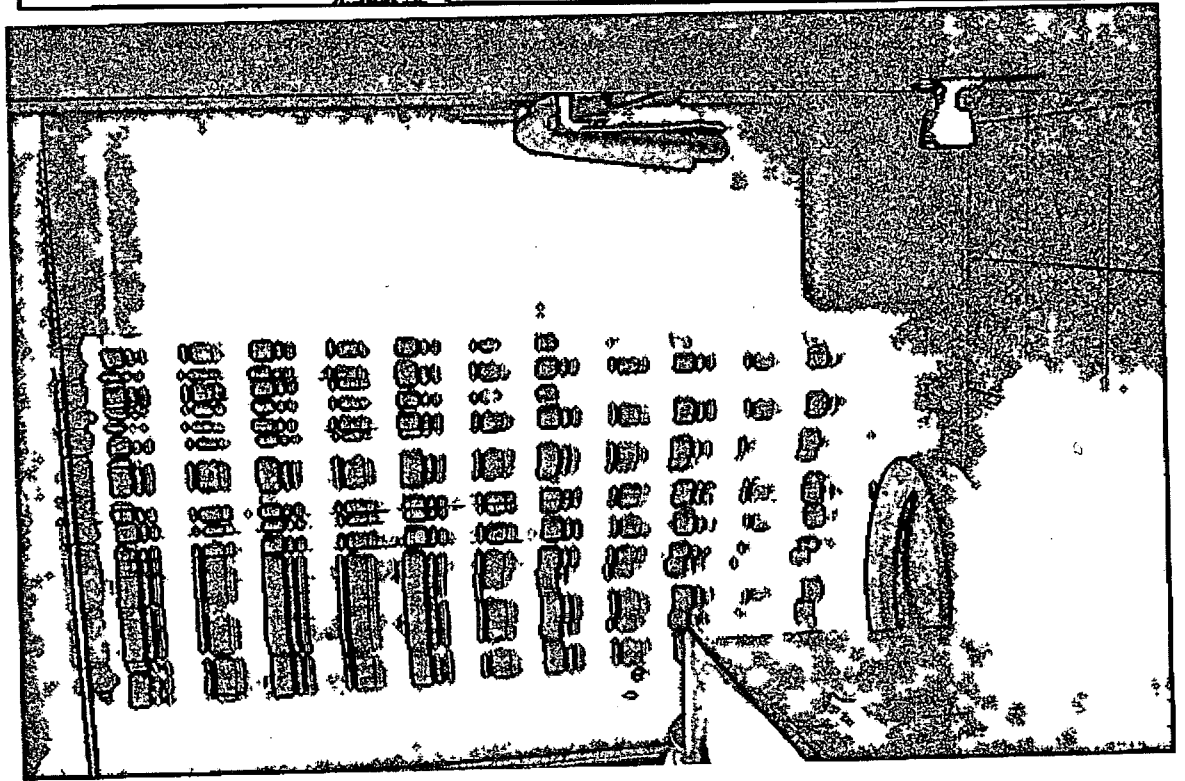
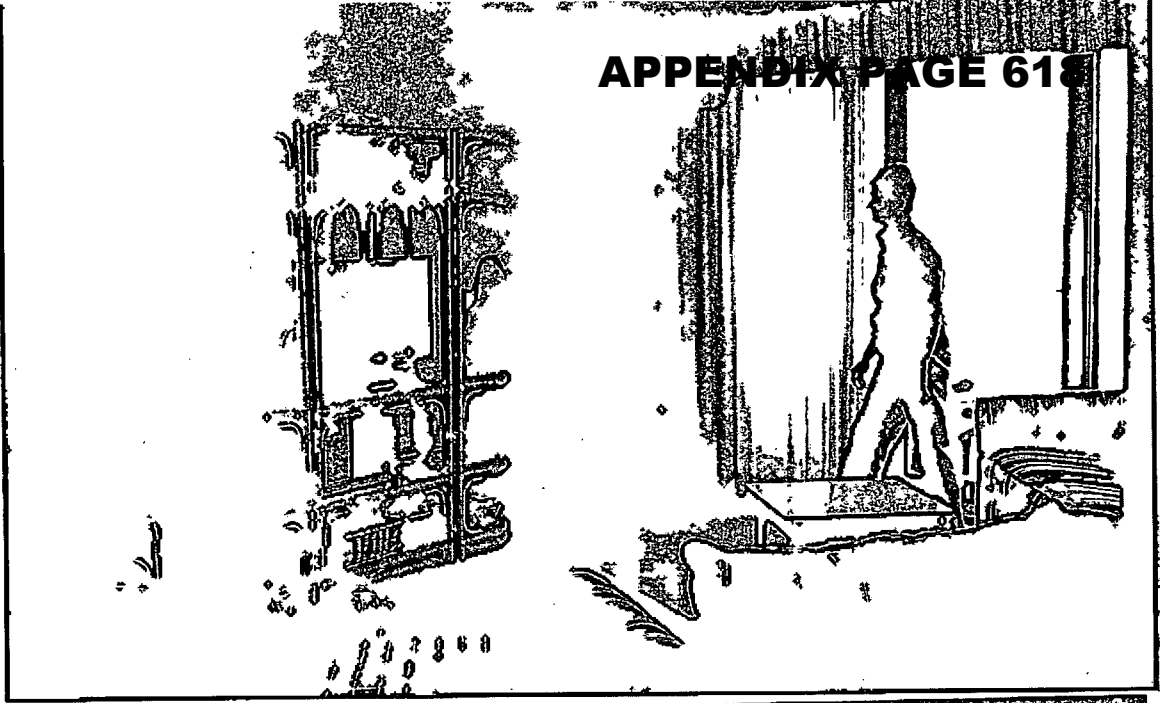
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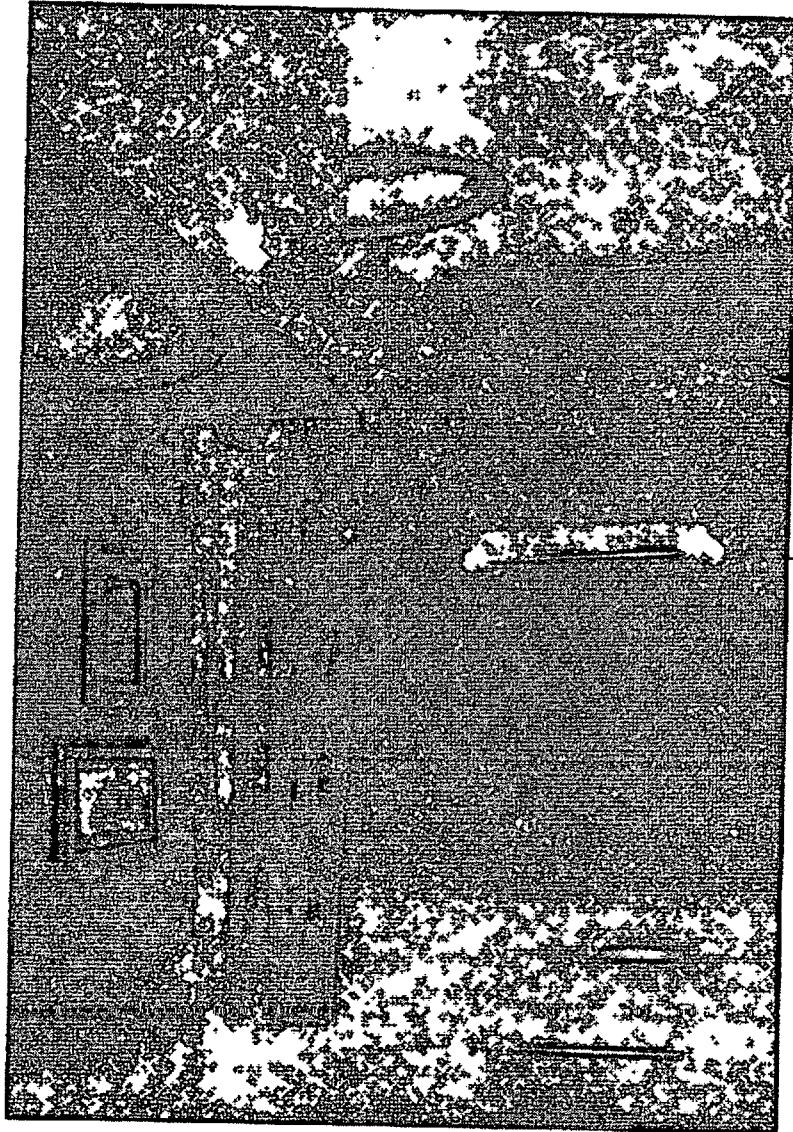




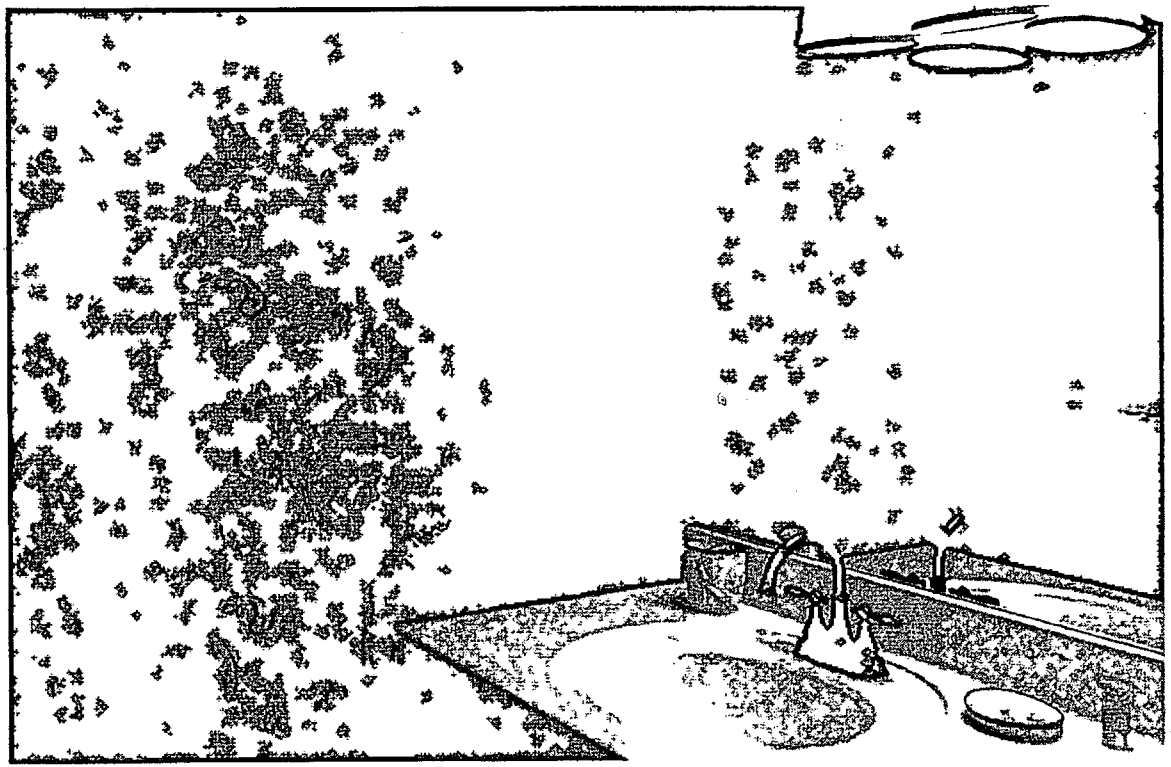
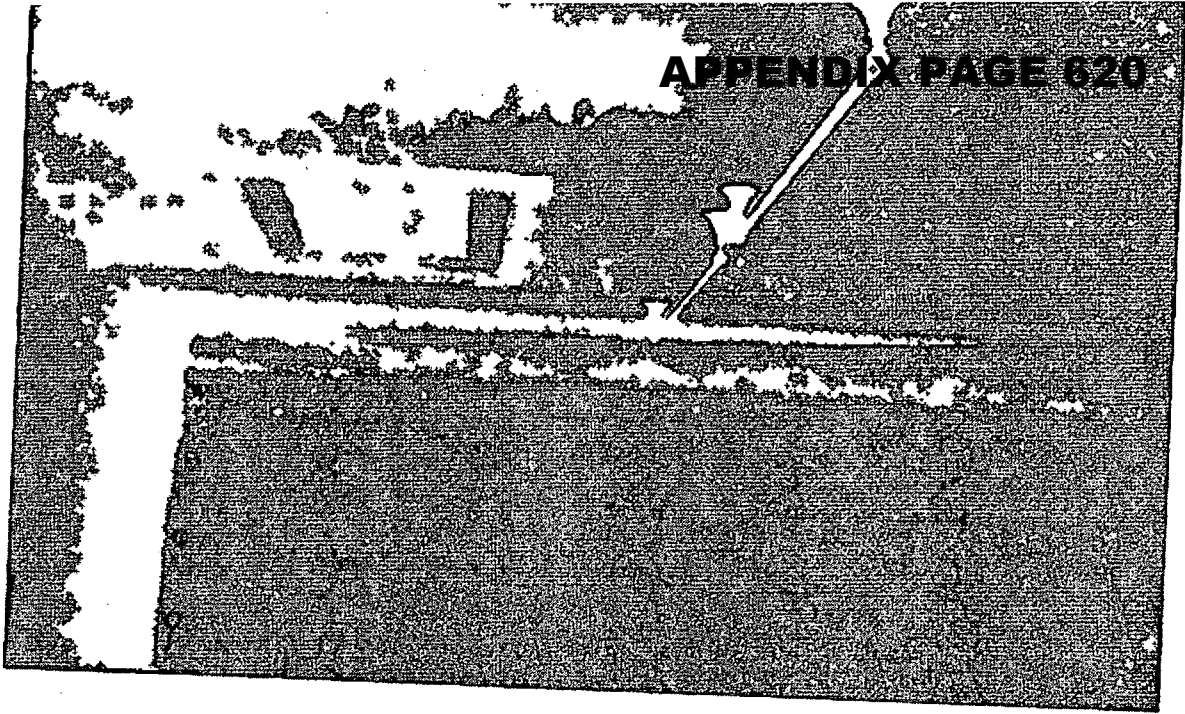


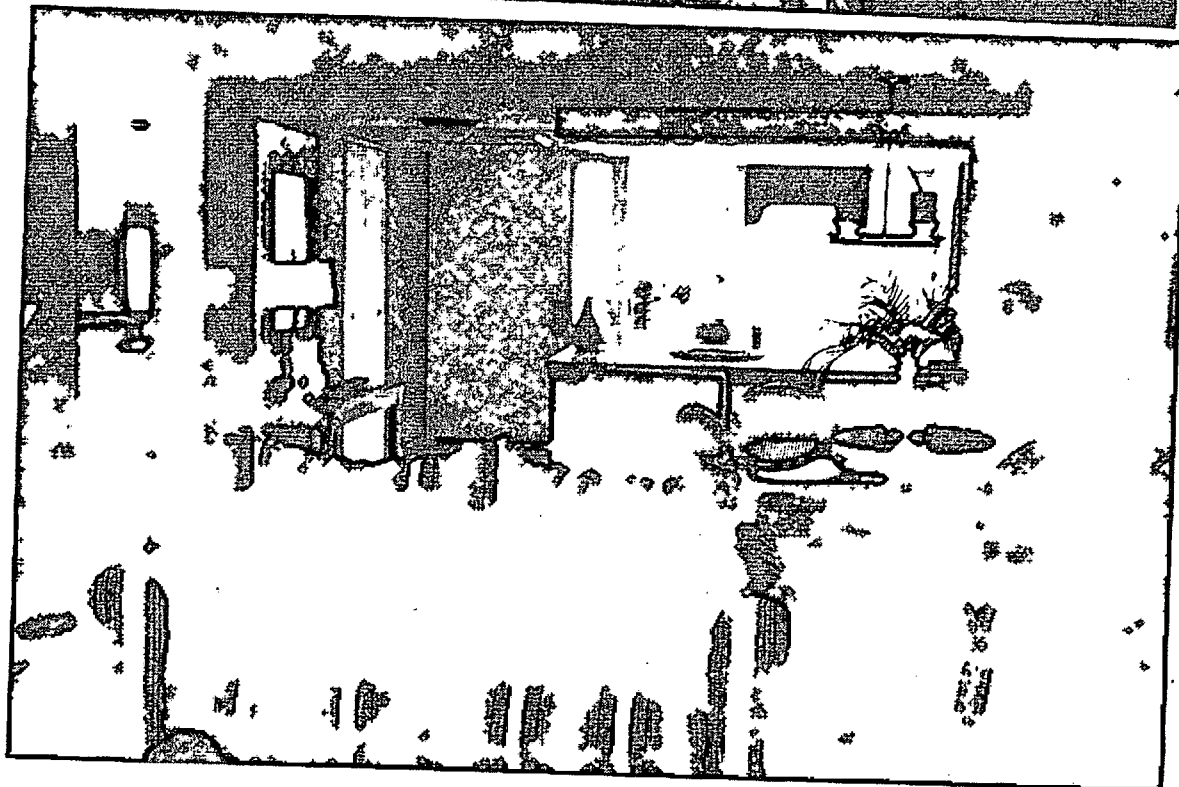
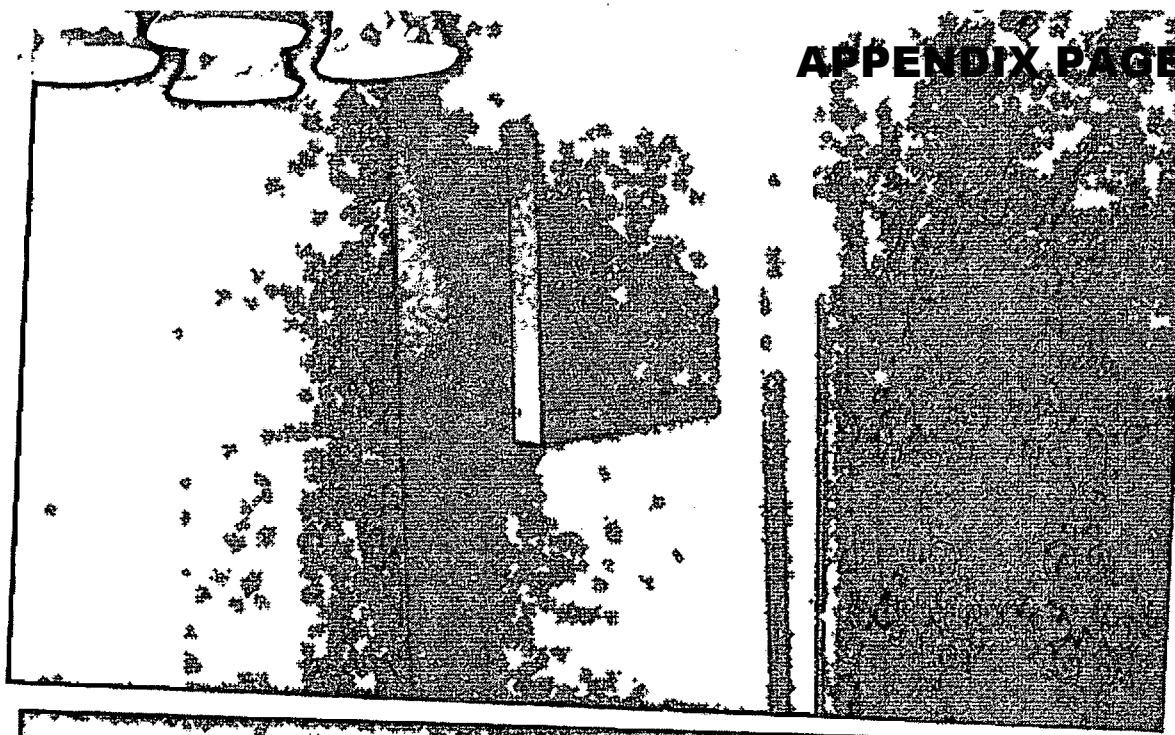


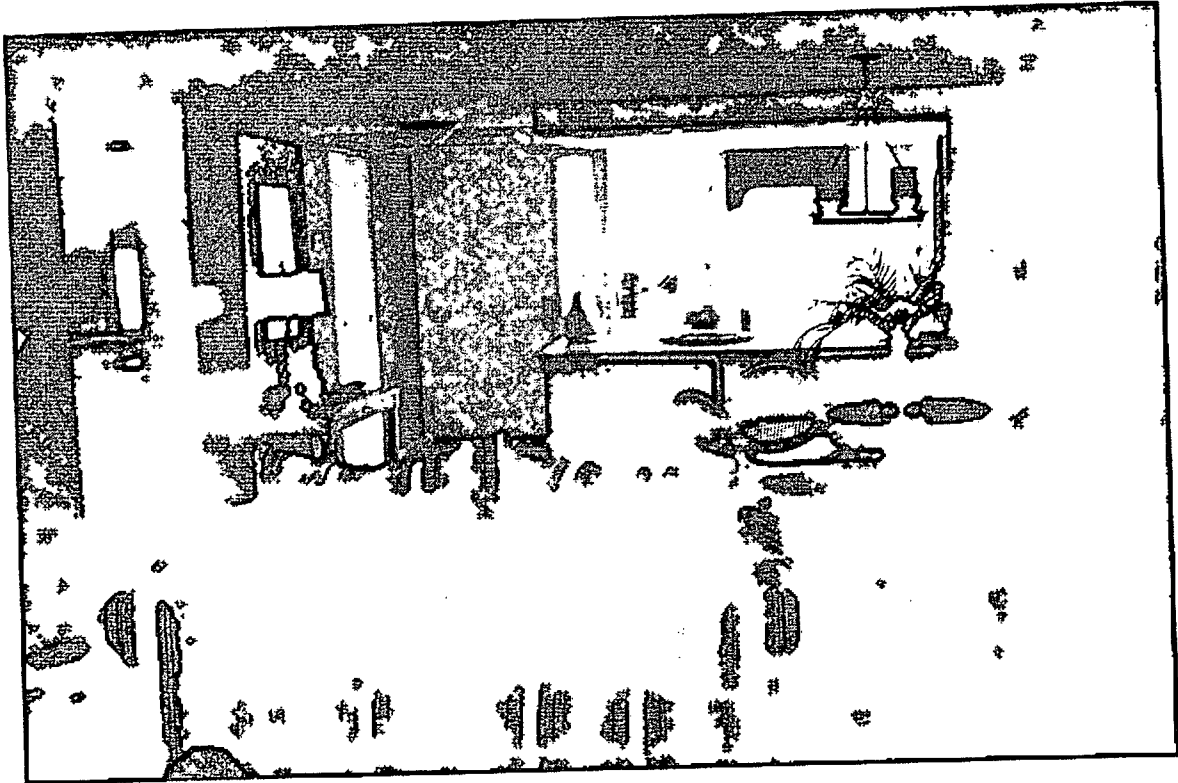


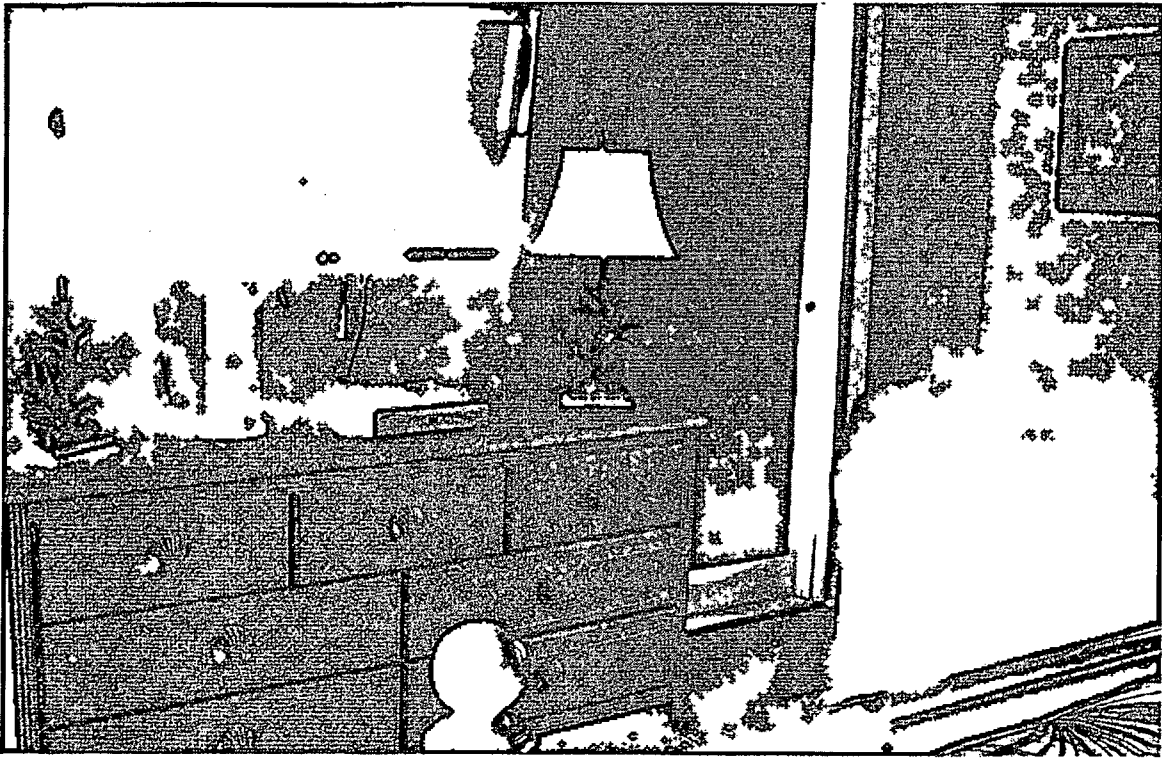


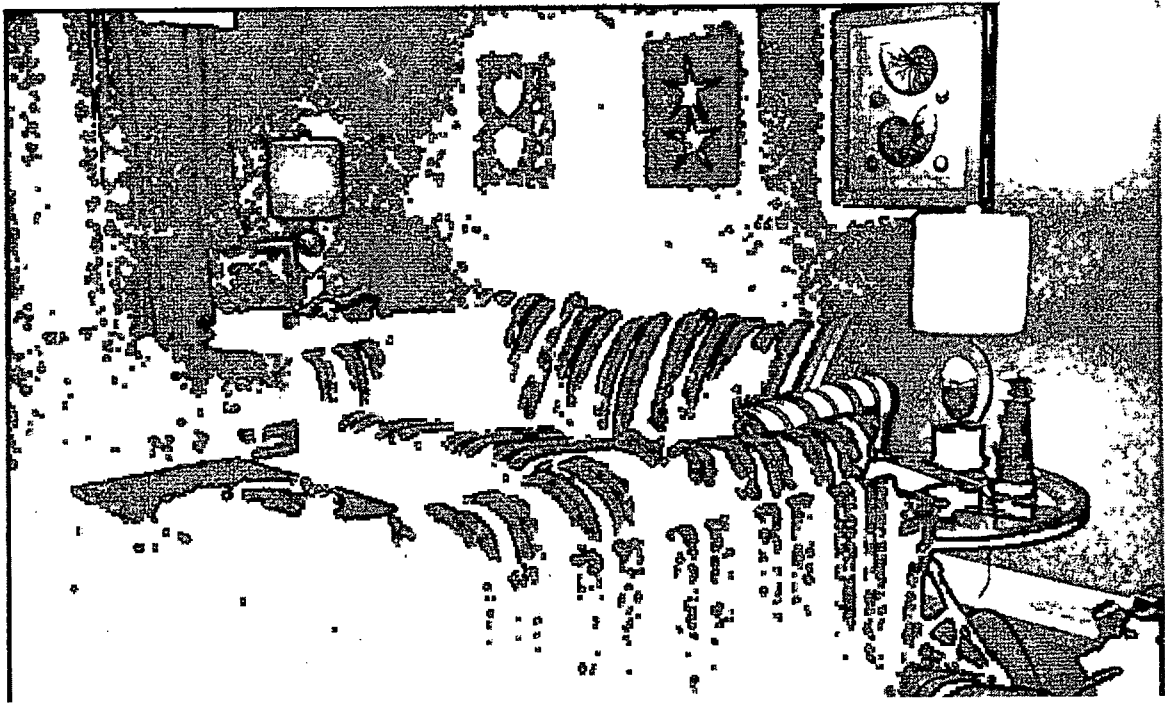
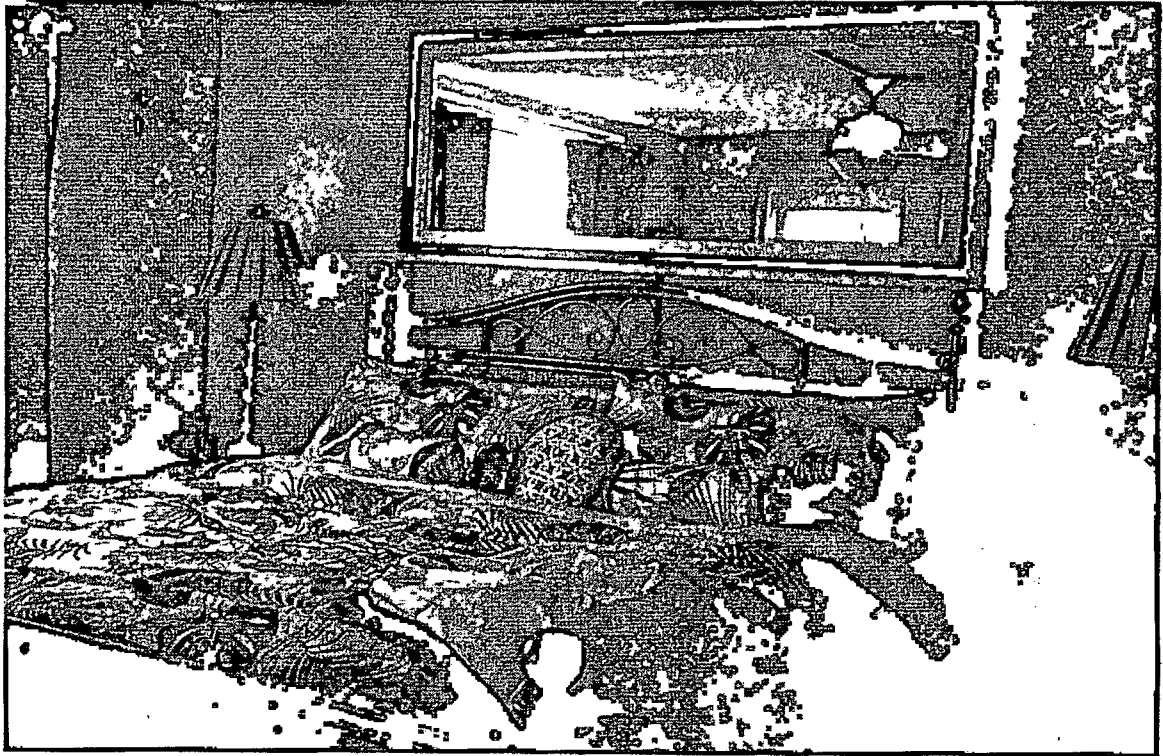
Def  
Ex 6

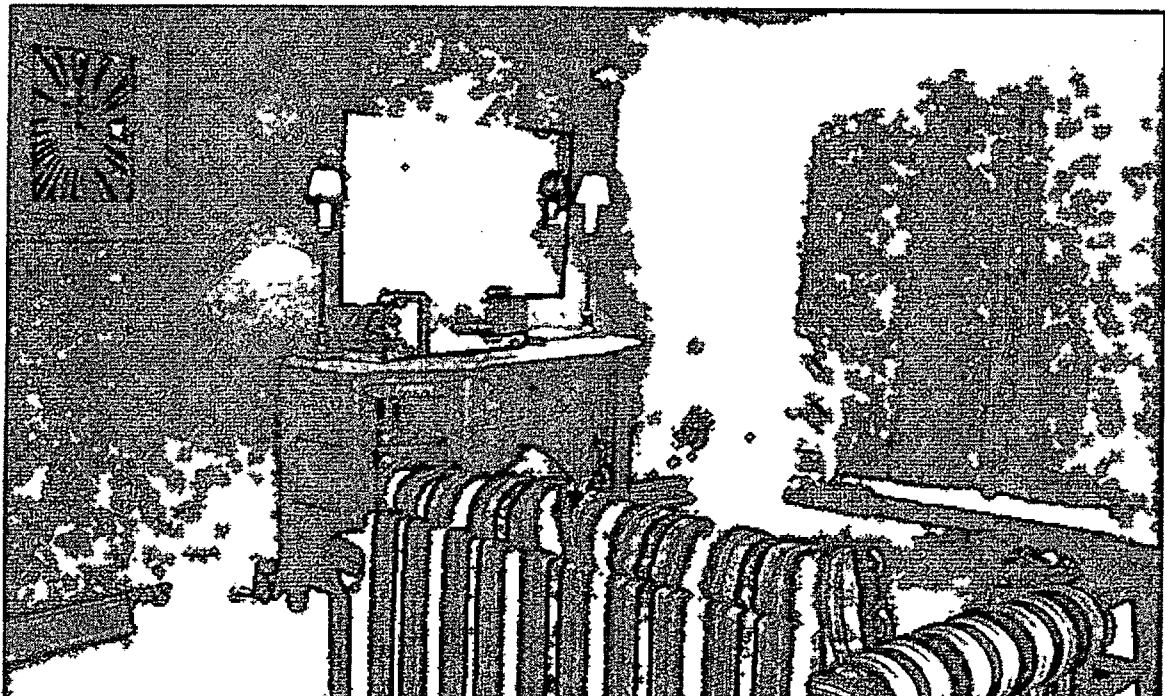
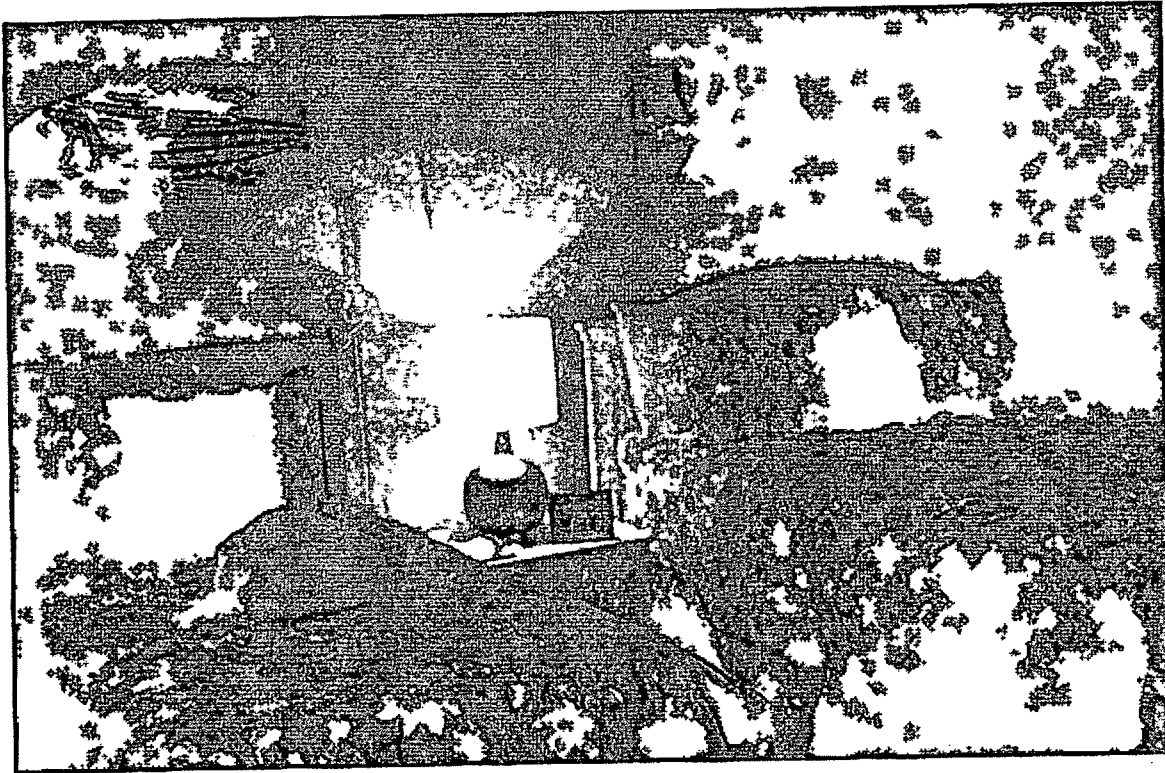


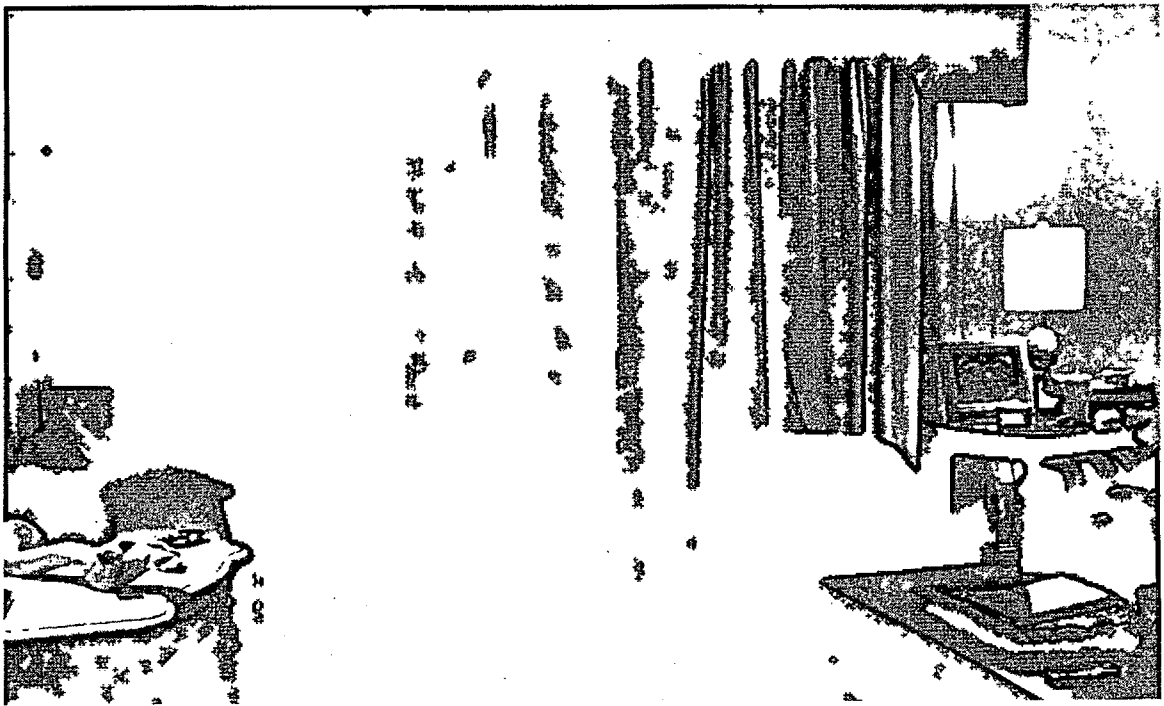
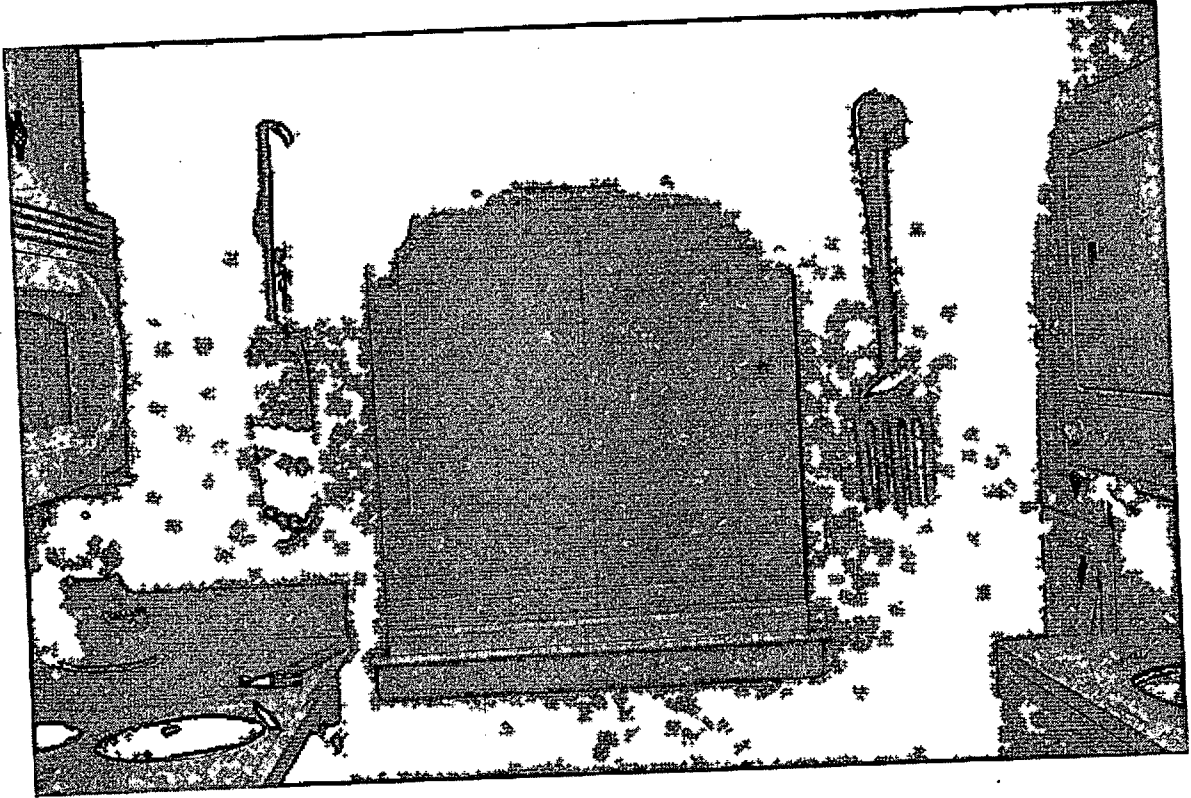




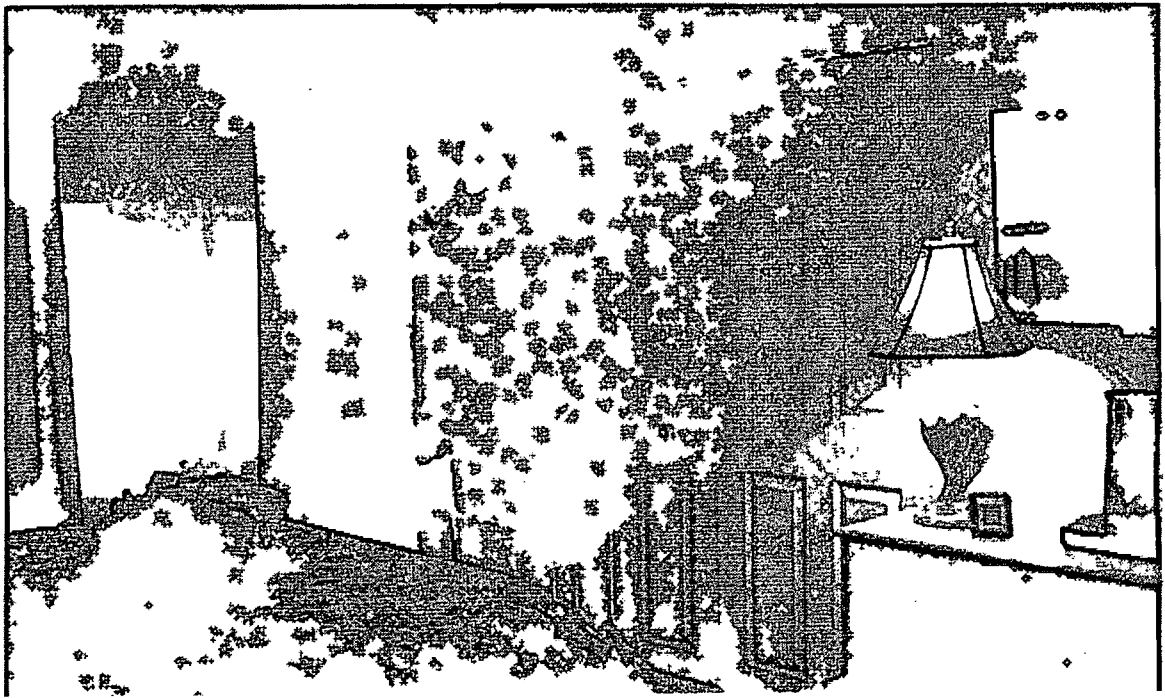
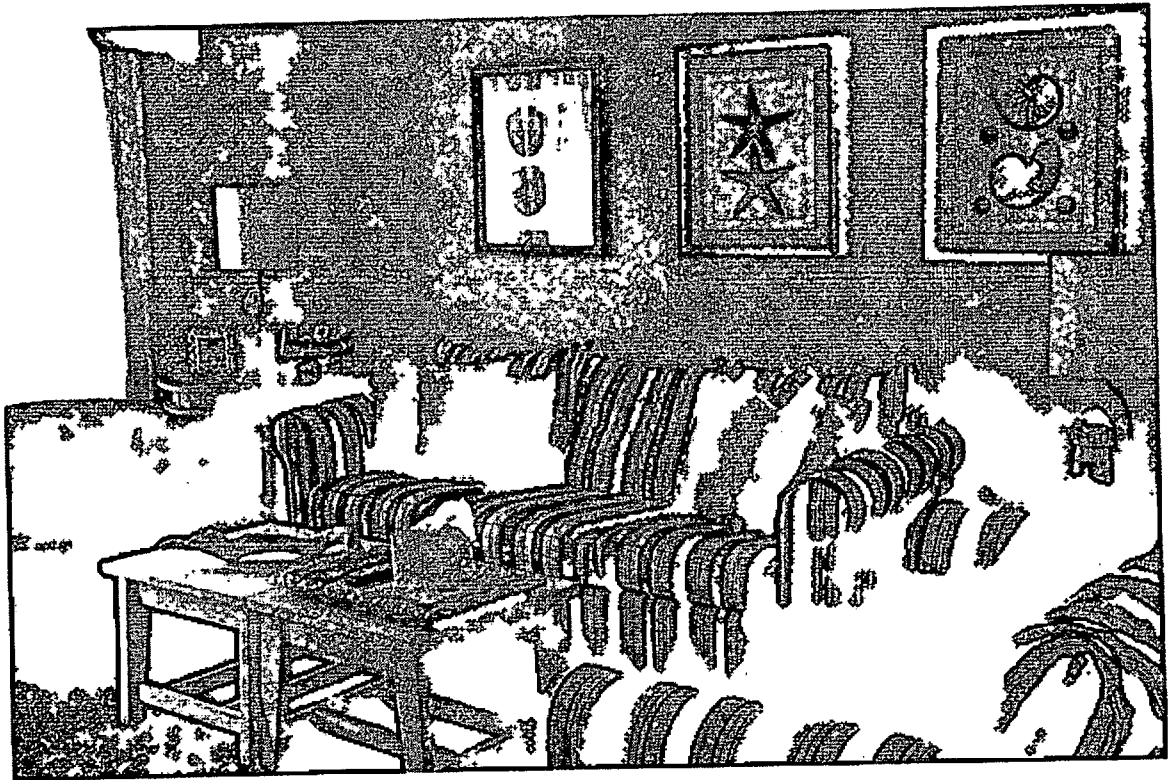


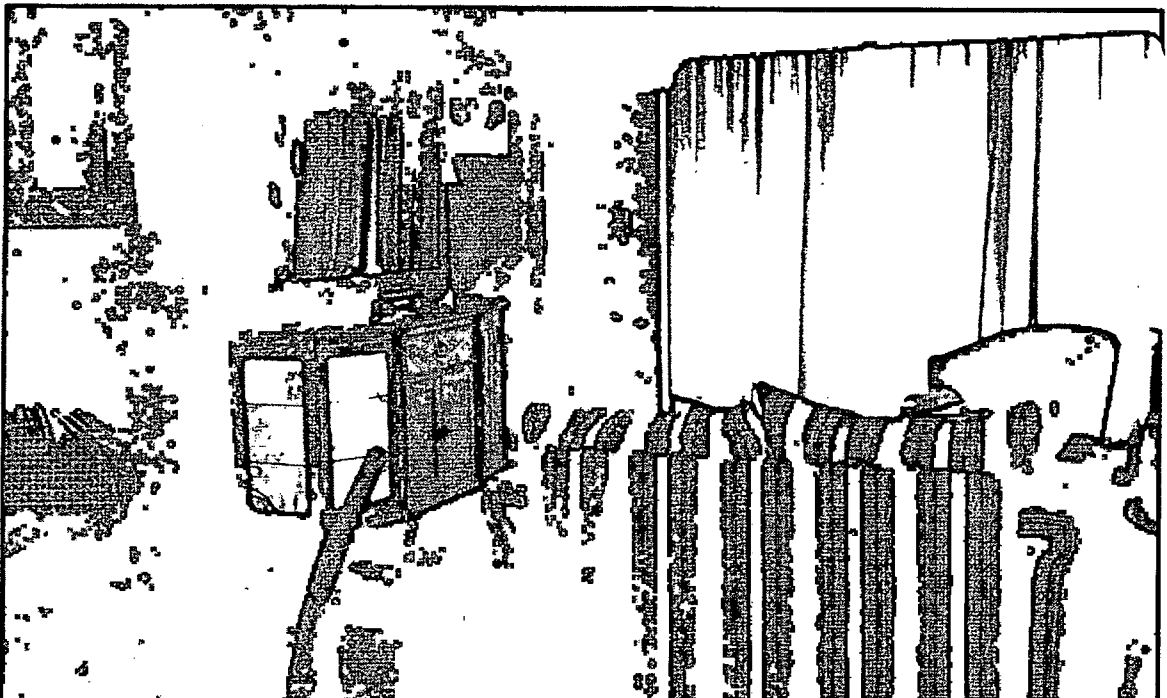
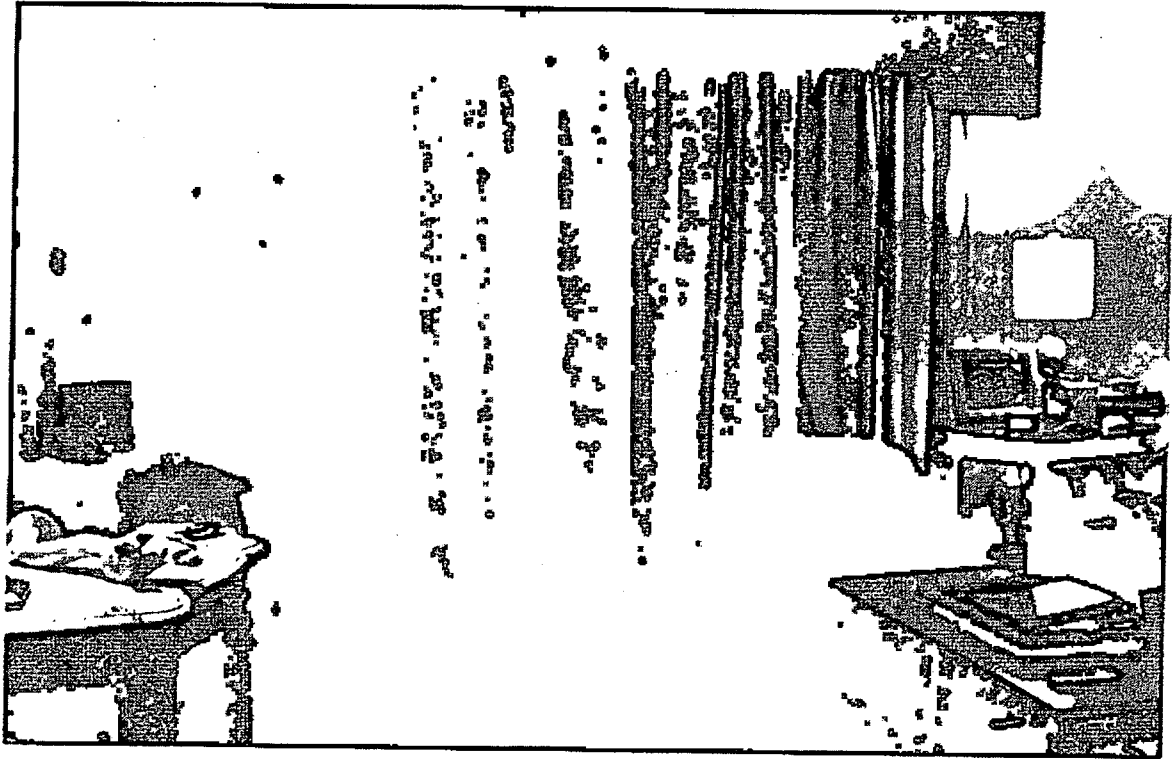


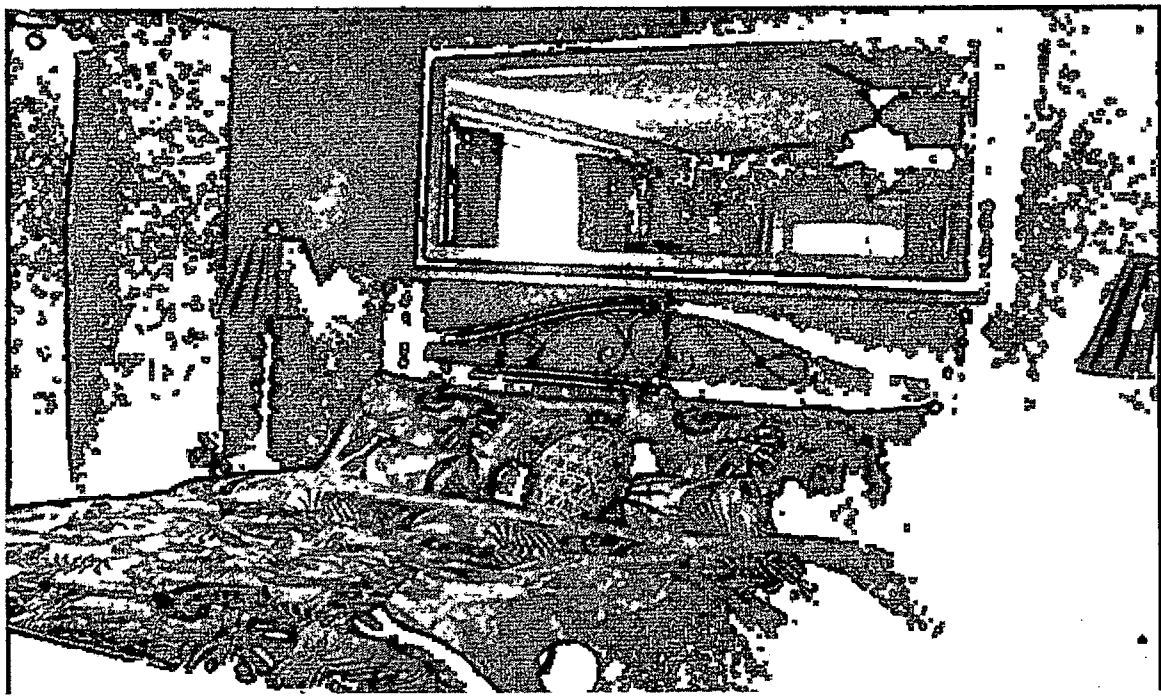


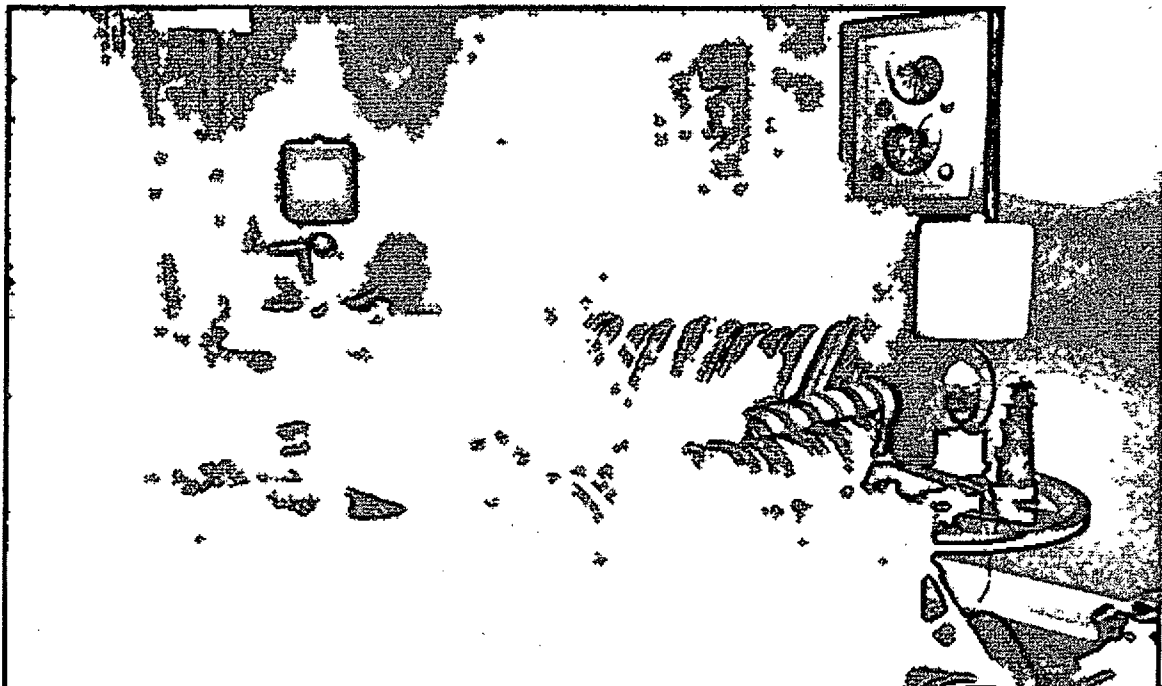
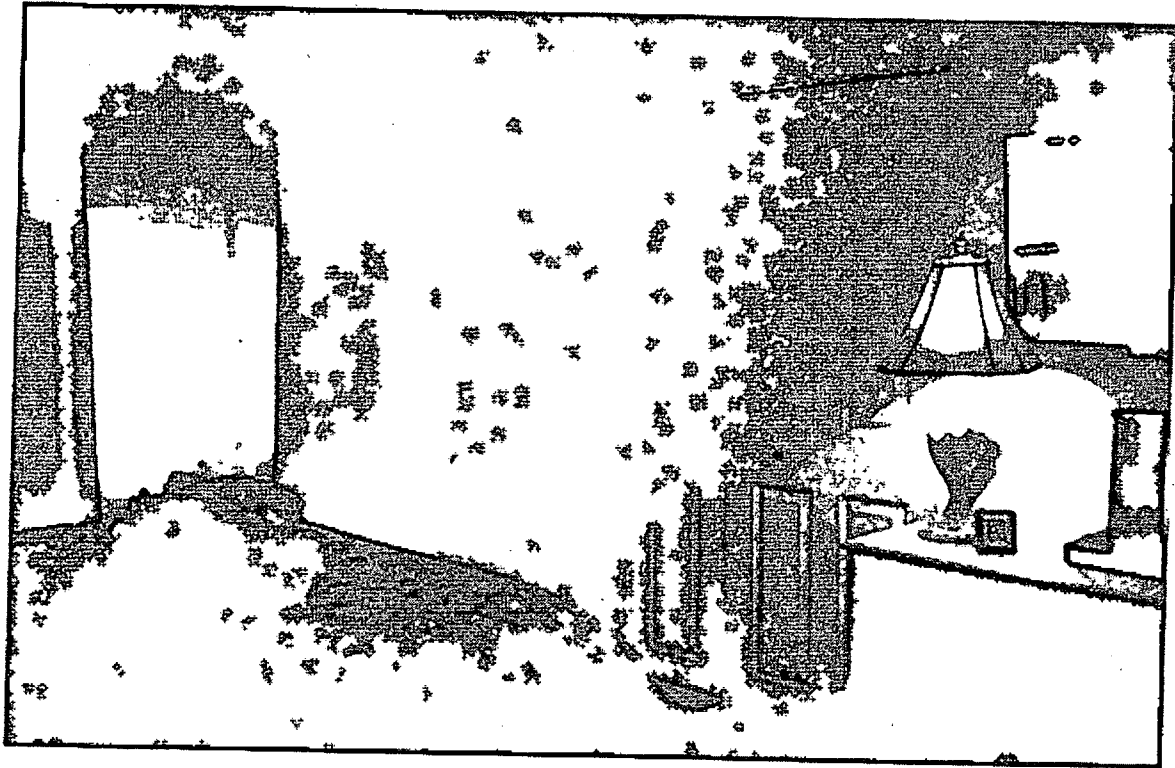


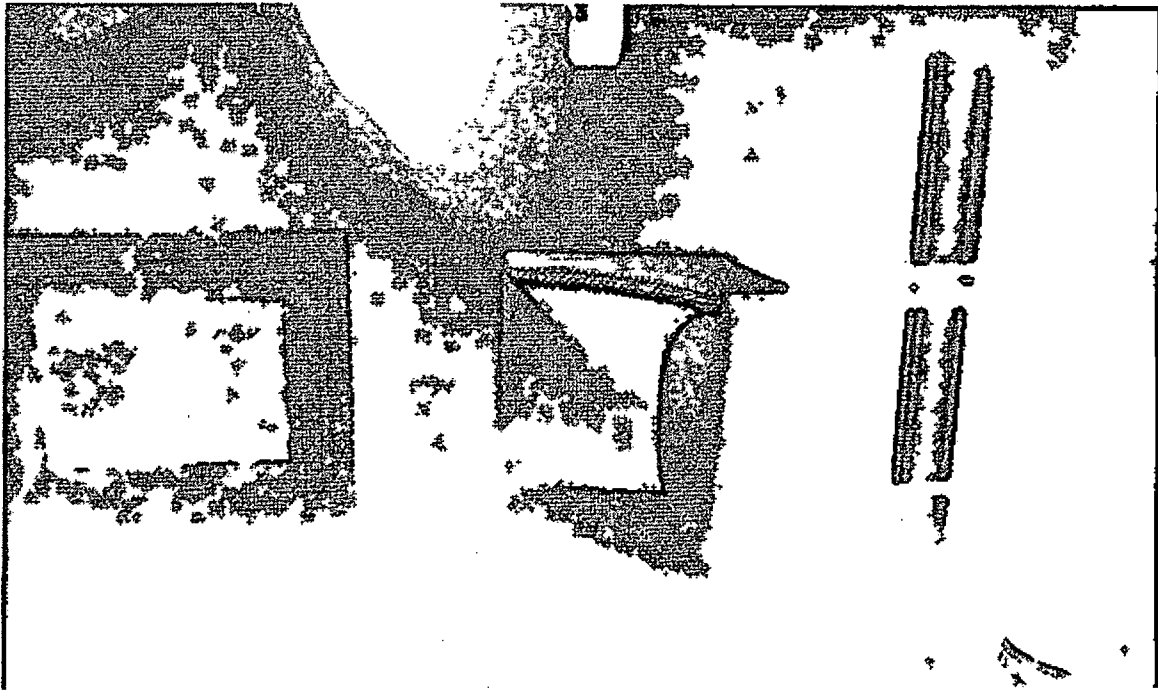
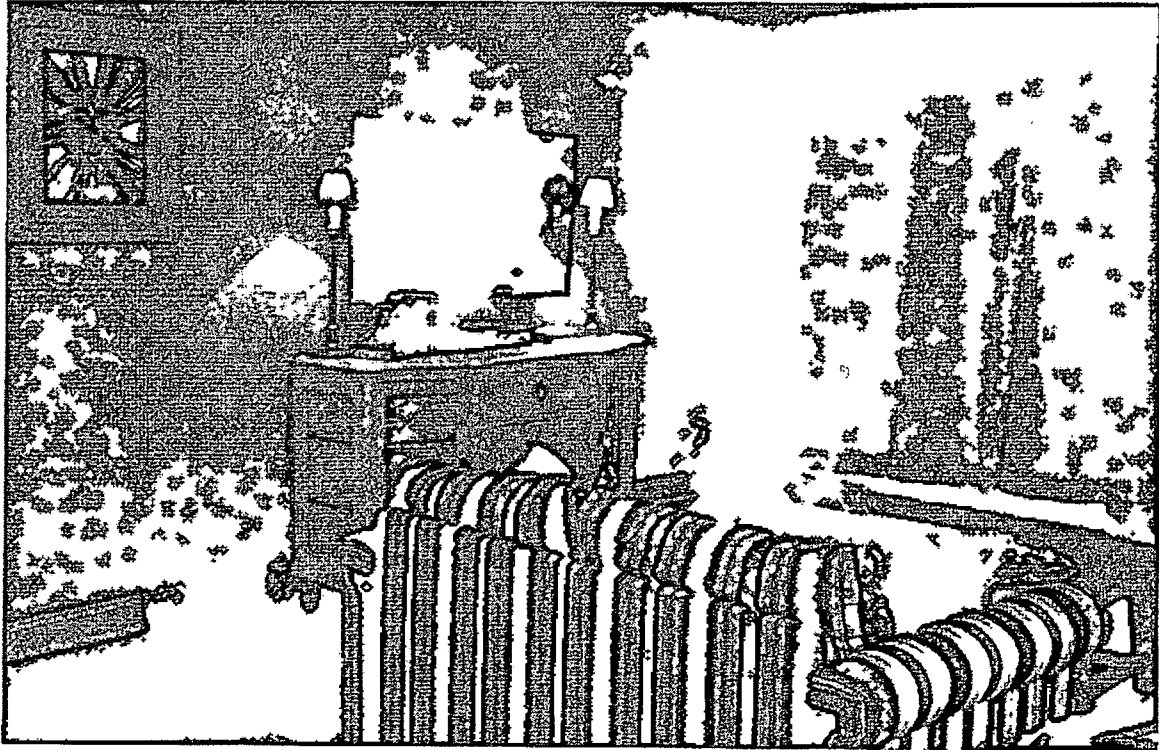


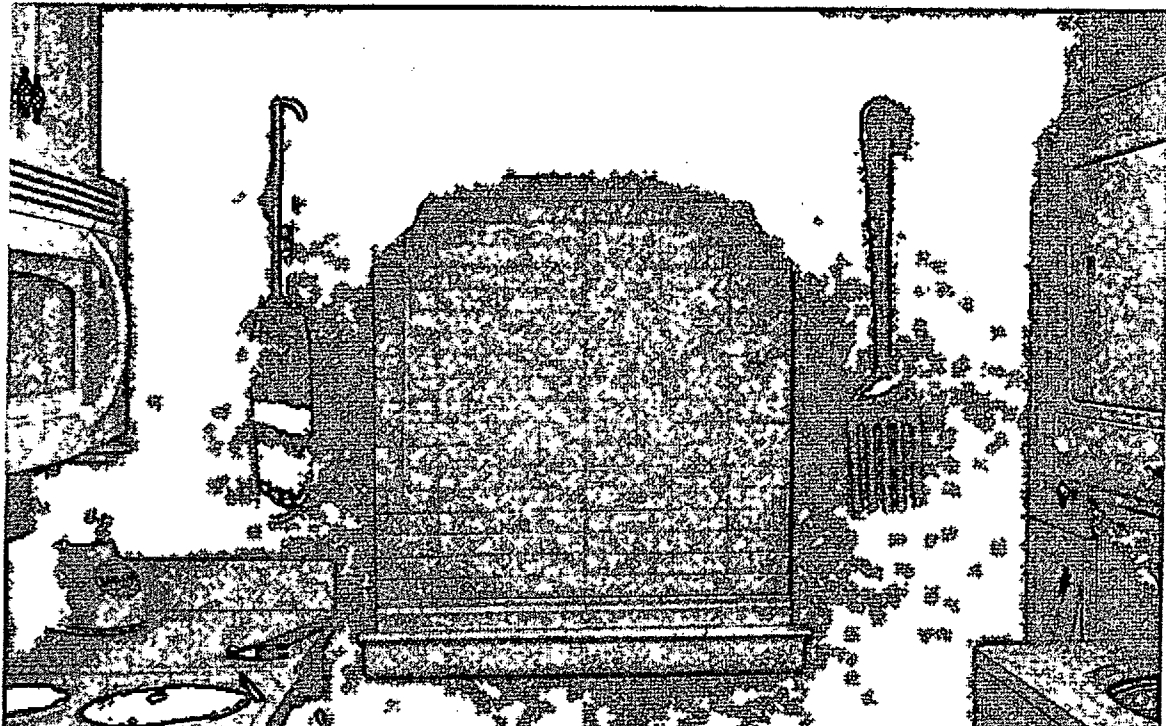
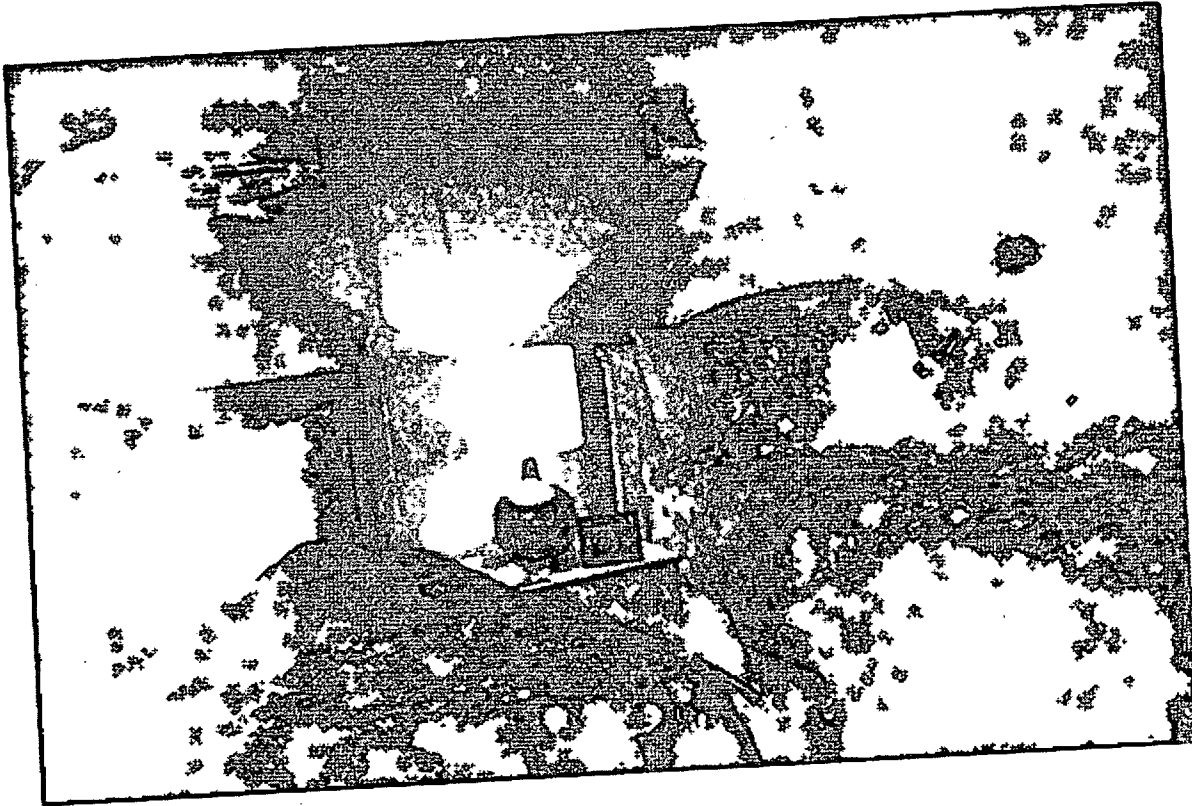


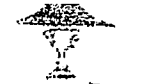












Swiregood By Design

Call 803-777-2222

1001 S. SC 2704  
Mauldin SC 29662

Form Revised 7/28/2009

CLIENT: CATHY SWICEGOOD/POLLY THOMPSON/85 FOLLY FIELD RD. ISLAND CLUB

#3003

Phone #'s:(Home)

Work)

Cell)

DATE: 6/2013

DESCRIPTION	PRICE	QTY	TOTAL
REMOVAL OF 650 <sup>sq</sup> CARPET + PAD, PICKED OUT, PICKED UP AND INSTALL 650 <sup>sq</sup> OF DRIFTWOOD LAMINATE, ALL BASEBOARD + QUARTER RV. . . .			\$3,680.00
18 GALLONS BEHE PAINT, 1200 <sup>sq</sup> PAINTED . . .			\$2,720.00
5x WINDOW TREATMENT CUSTOM MADE, 2 CORNICES COVERED + INSTALLED IN CURTAIN PANELS . . .			\$498.00
BOUGHT + INSTALLED 34 KITCHEN KNOBS CHANGED OUT 38 RUGS + REC.			\$429.99
INSTALLED 6 DOOR HANDLES INSTALLED + PICKED OUT 3 CEILING FANS			\$855.00
PICKED OUT + INSTALLED 8 TOWEL BARS + HOLDERS 3 LIGHT FIXTURES			\$699.95
3 PIECES OUT DOOR SET, 3 FLAT SCREEN MOUNTS + INSTALLED			\$409.97
2 SHOWER RODS 9 BATH DEAD KNOBS			\$179.98
2 ORB BATH FAUCET SETS			\$454.98
PICKED OUT A BEDDING SETS + PILLOWS			\$491.00
BASE BOARD + 1/2 ROUND 60x8' OF EACH			\$397.49
TIPPING is most graciously accepted & greatly appreciated - as extra efforts are made to keep the costs low for all customers.			
If Final Total is different than original Quoted Price - it is due to issues such as - Extra Coat(s) of paint/stain required, Additional Work Requested During Job, Unexpected issues - such as excessive difficulties found with existing structures			
<b>Subtotal</b>			\$10,822.34
<b>TOTAL amount Due upon completion</b> - unless previously arranged/agreed.		SC Sales Tax @ 6%	\$757.36
Labor = Shopping, Pick Up, Delivery, Set up, Decorating, Painting		Labor (Hrs) @ \$ 55 / Hour	59.10 hrs. \$5,910.91
Mailing Address) 14 Woodhedge Court, Mauldin SC 29662		<b>TOTAL</b>	\$17,490.61

Bill Issued By:

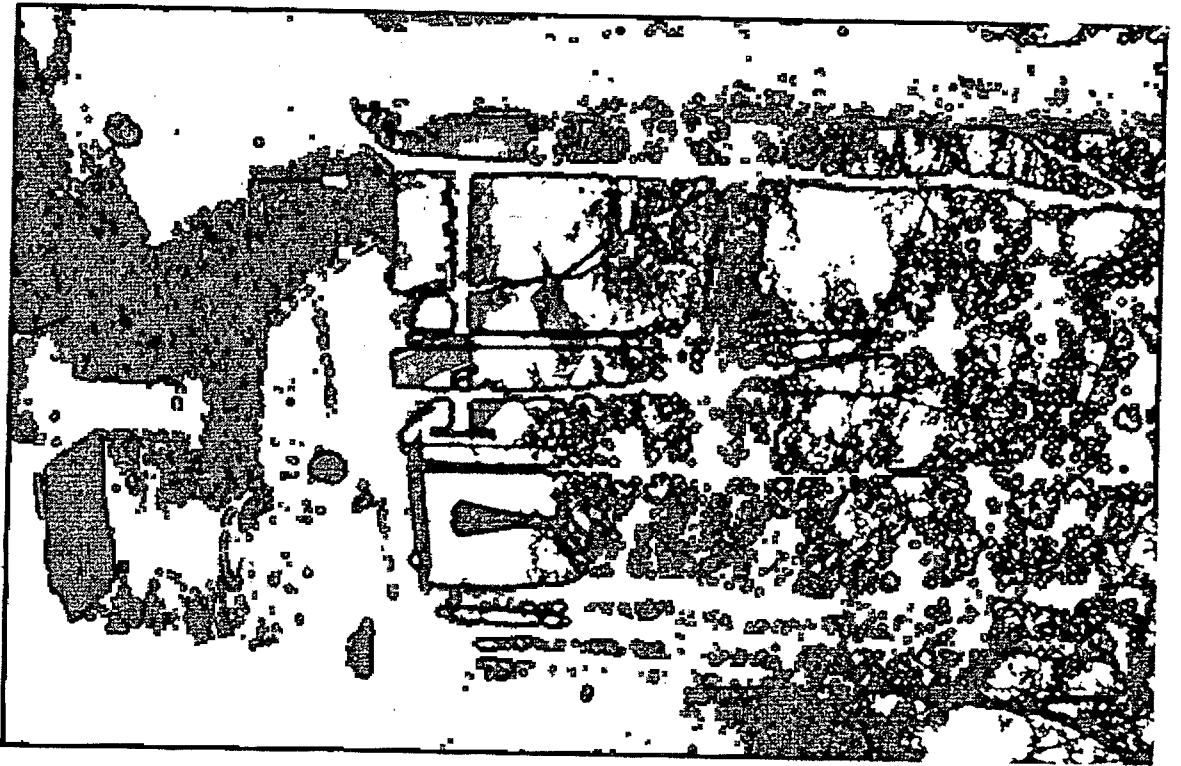
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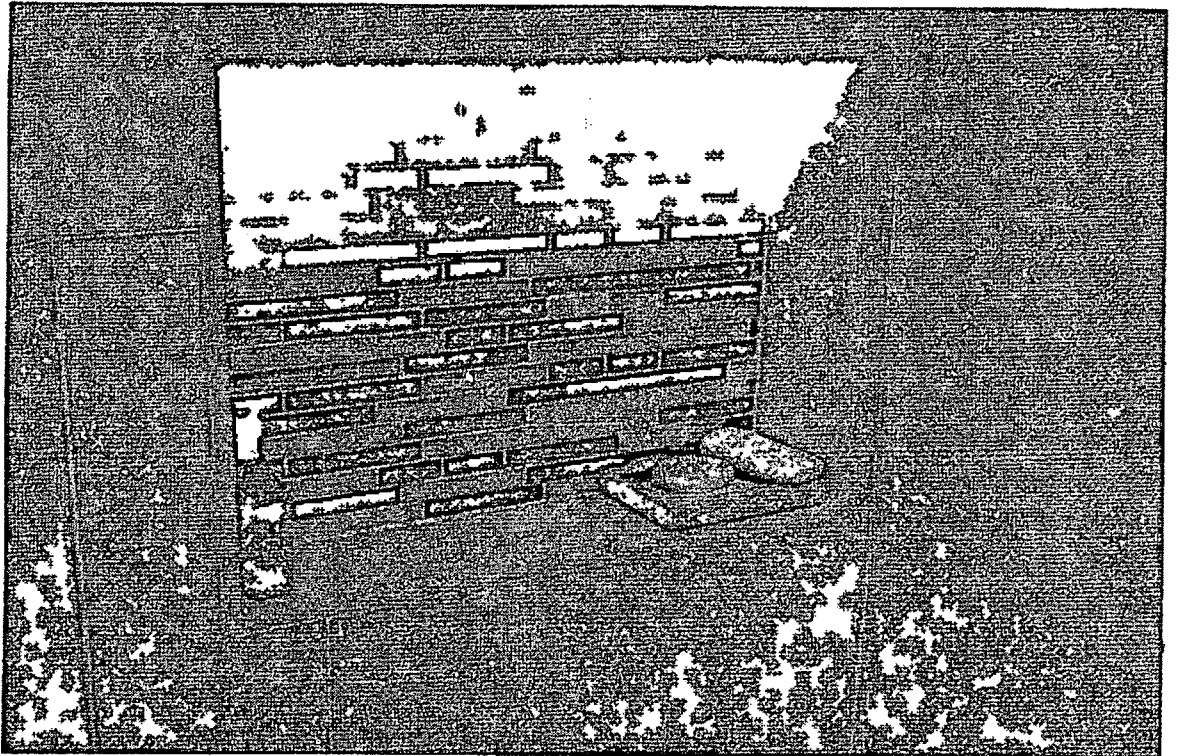
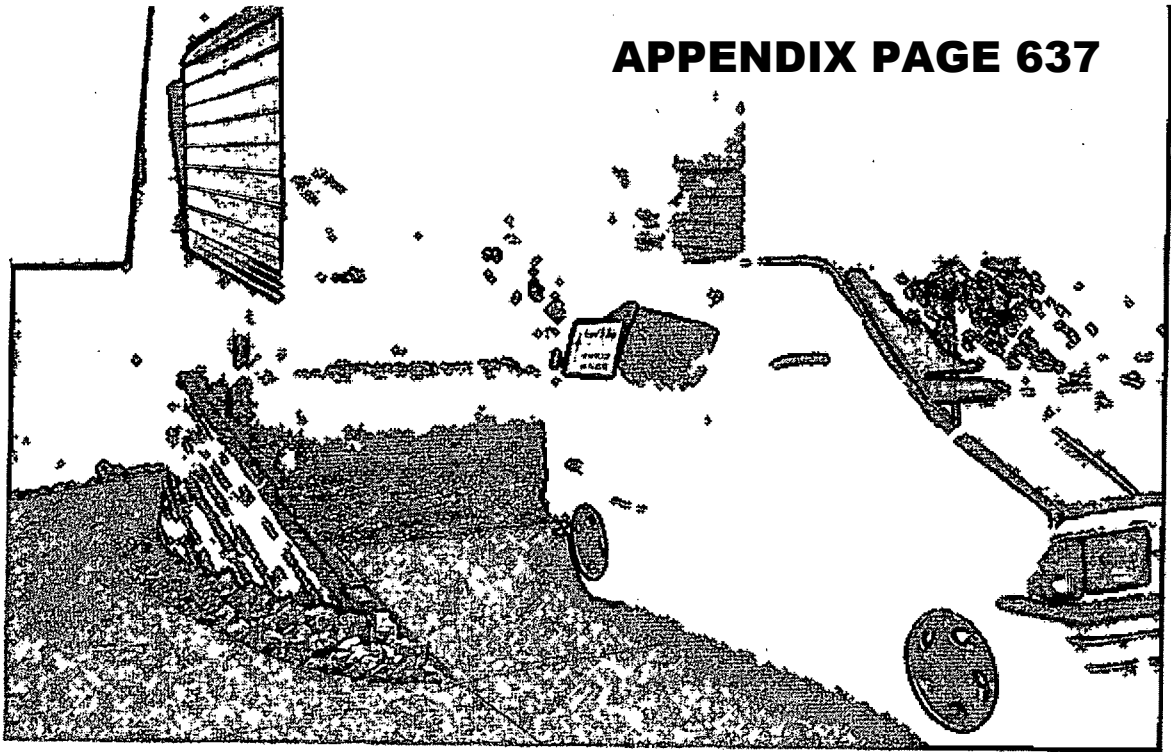
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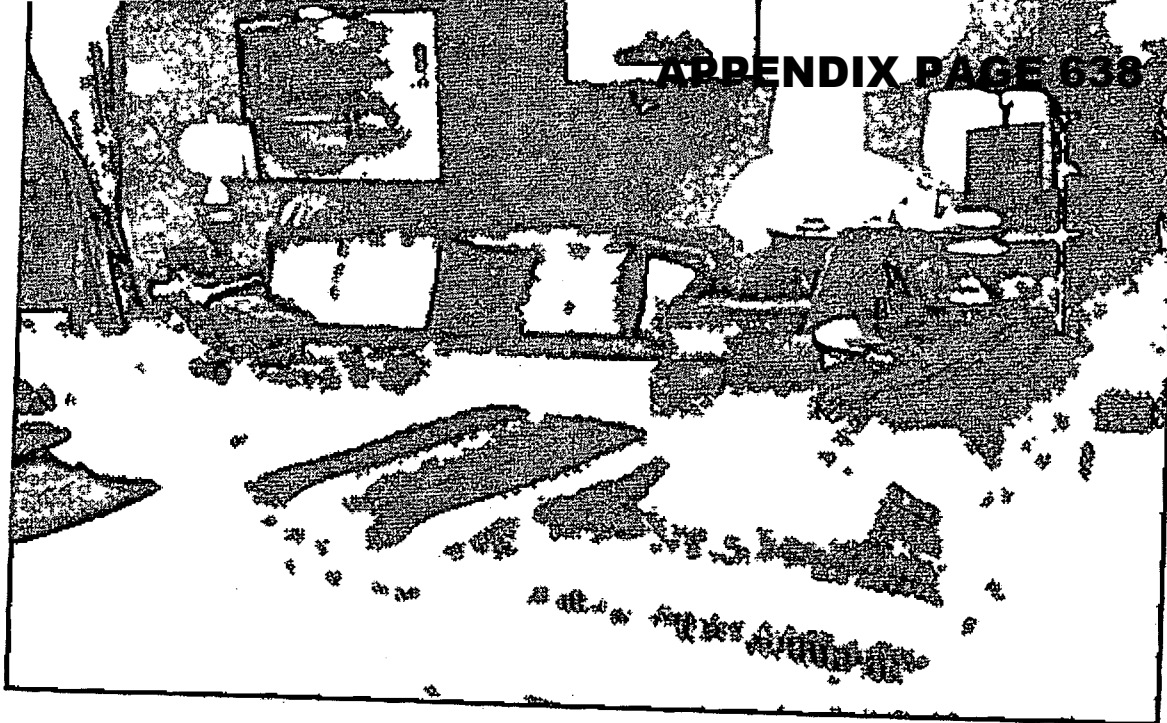


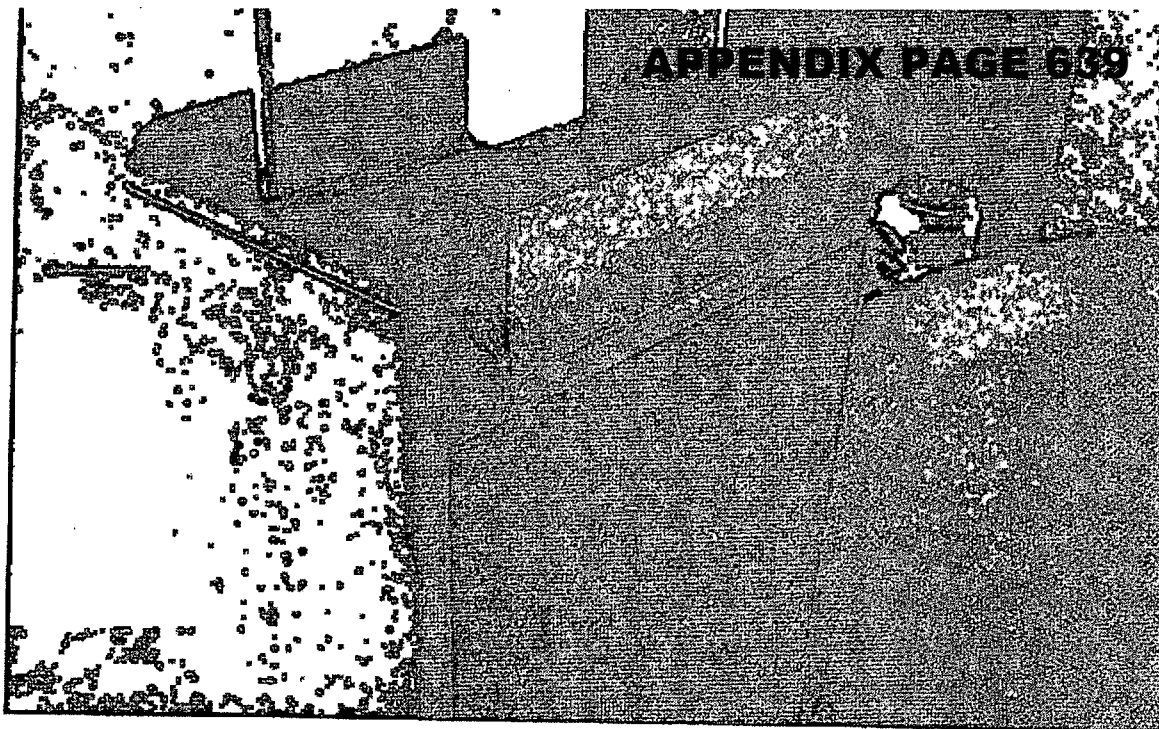


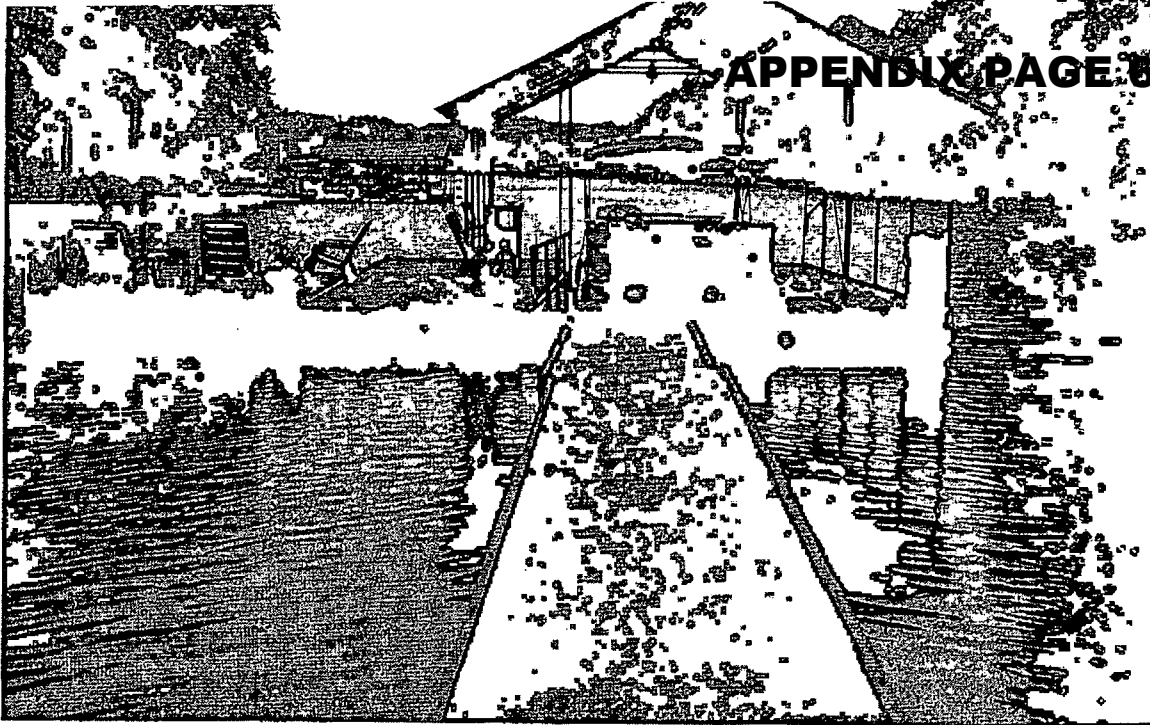
Def Ex 9

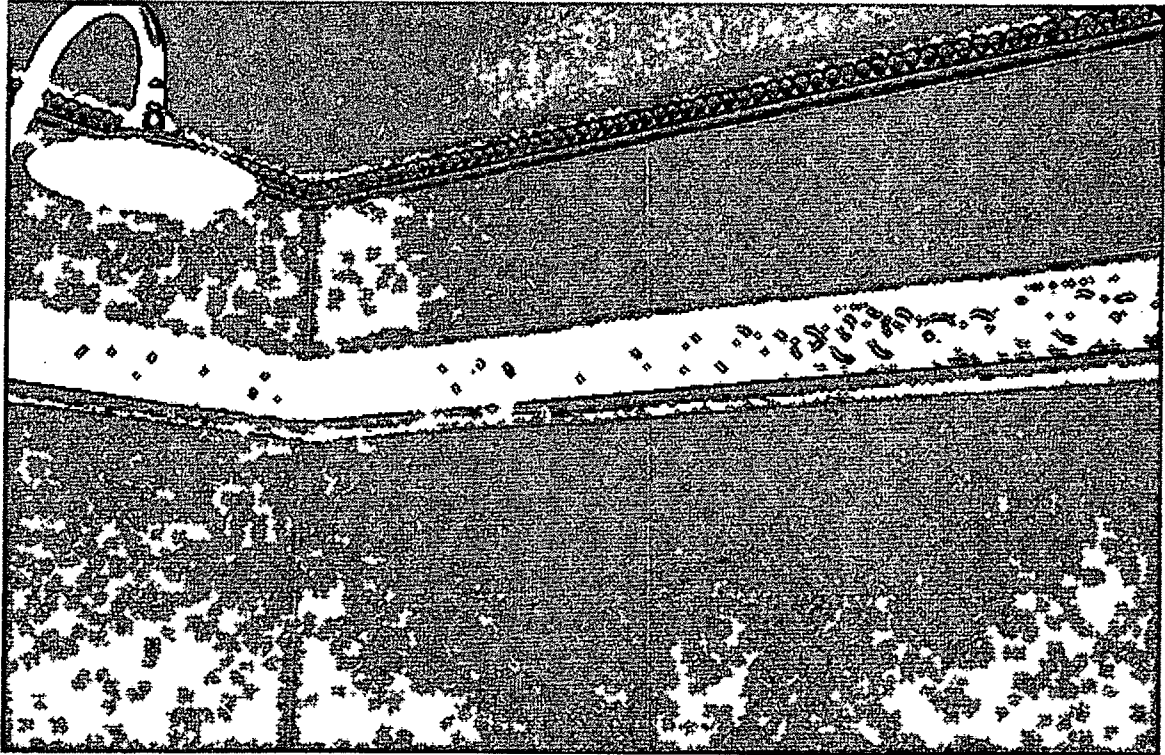
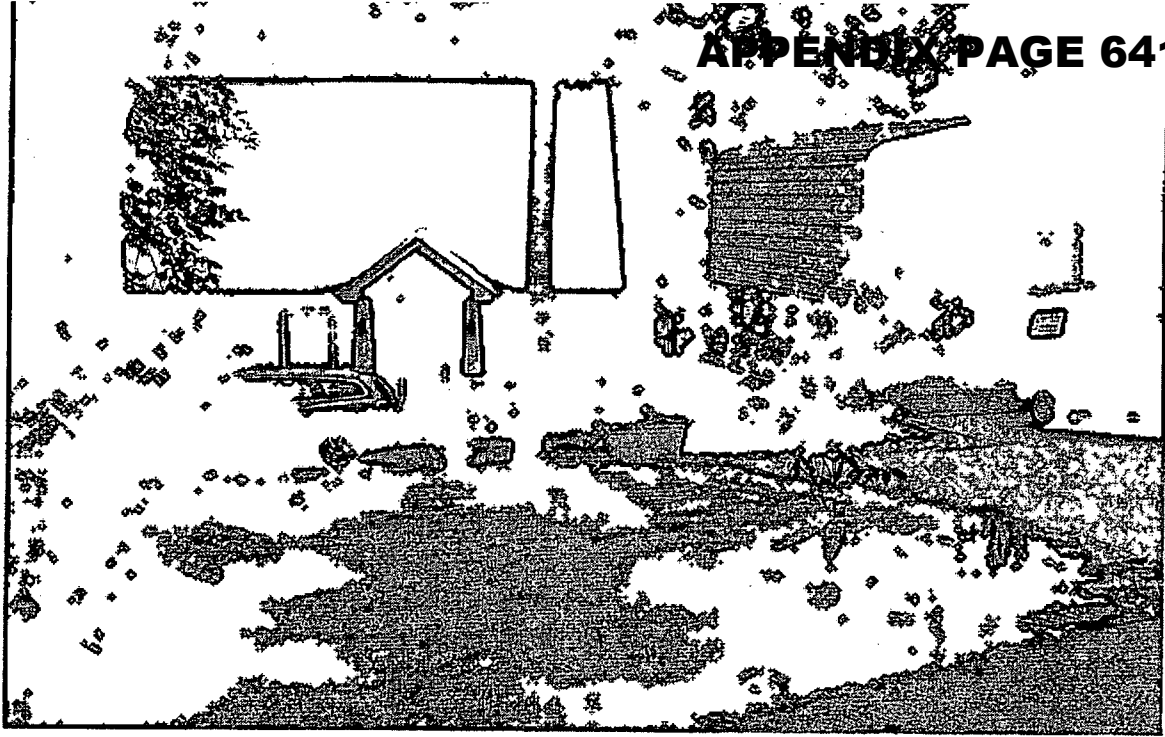


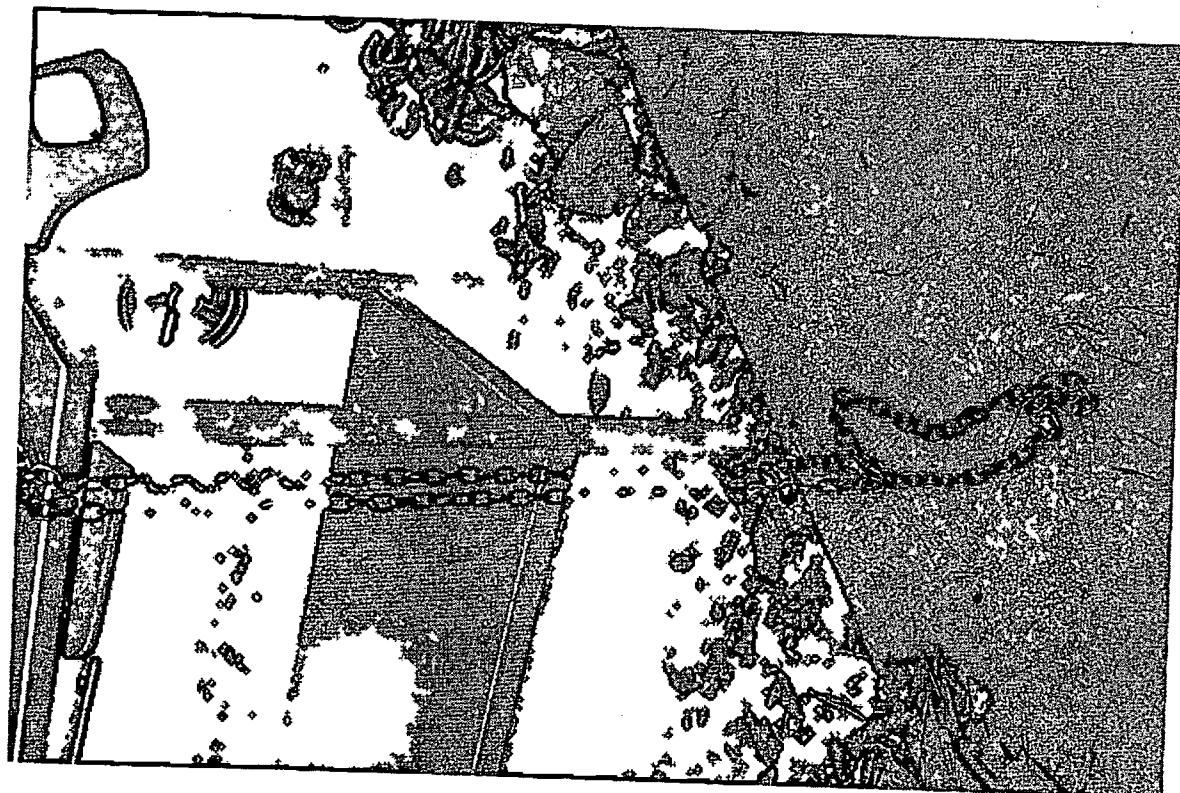
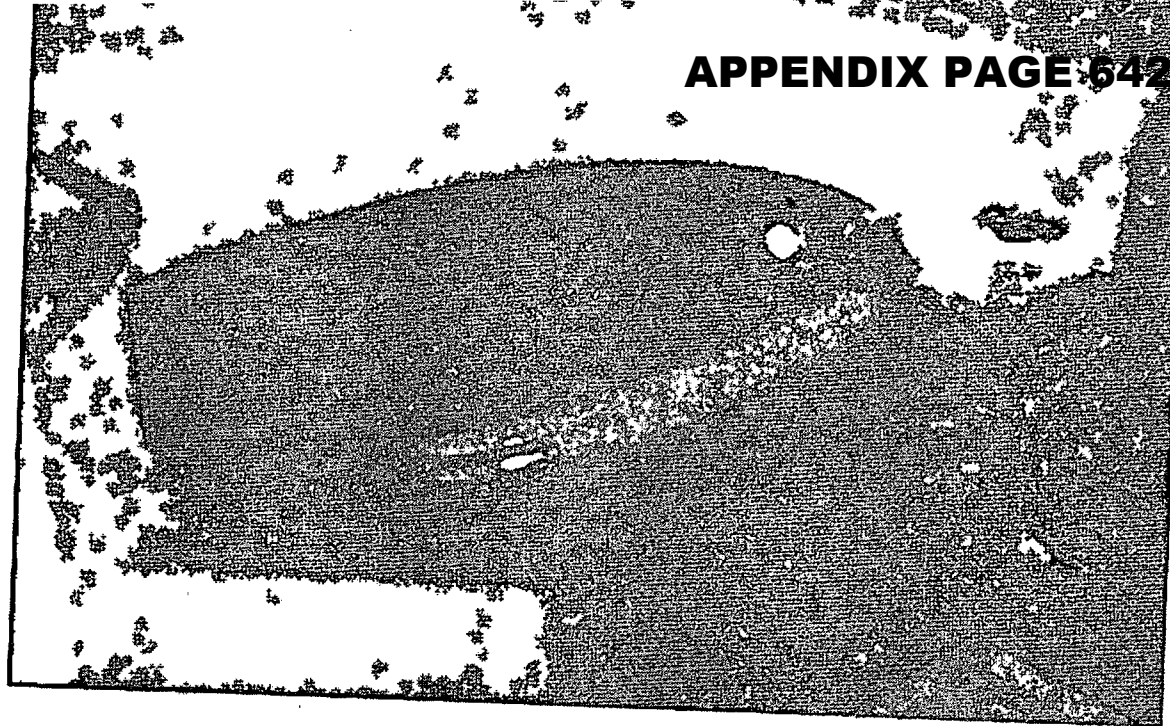












THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM OCONEE COUNTY  
COURT OF COMMON PLEAS  
Ellis B. Drew, Master in Equity

Case No. 2014-CP-37-00143  
Appellate Case No.: 2015-001860

Polly Thompson, ..... Respondent,

v.

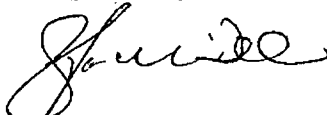
Cathy Swicegood, ..... Appellant.

CERTIFICATE

I certify that the Record on Appeal has been redacted in compliance with  
Supreme Court Order 2014-04-15-02.

I further certify that the Record on Appeal contains all of the matter designated  
by the parties and no irrelevant matter.

Respectfully submitted,



J. Falkner Wilkes (SC Bar #12893)  
114 Whitsett Street  
Greenville, SC 29601  
(864) 282-1292  
Counsel for Appellant

August 22, 2017.

85067

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

RECEIVED

APPEAL FROM OCONEE COUNTY  
COURT OF COMMON PLEAS  
Ellis B. Drew, Master in Equity

NOV 06 2017

SC Court of Appeals

Case No. 2014-CP-37-00143  
Appellate Case No.: 2015-001860

Polly Thompson, ..... Respondent,  
v.  
Cathy Swicegood, ..... Appellant.

MOTION

Appellant hereby moves the Court to allow the record on appeal to be supplemented with a document relevant and necessary to the issues raised by the Respondent in the Respondent's brief.

The Appellant's issues include the argument that the circuit court in the present case lacked jurisdiction over alleged marital property due to the family court's exclusive jurisdiction which was triggered by marital litigation between the parties.

The Respondent argues that her action for partition in the circuit court was filed prior to the Appellant's action in family court, thus precluding attachment of the family court's exclusive jurisdiction over the parties and property in question.


In reply the Appellant argues that the circuit court could not obtain jurisdiction until proper service of the initial pleading in the circuit court case. Louden v. Moragne, 327 S.C. 465, 468, 486 S.E.2d 525, 526 (Ct. App. 1997); SCRCP Rule 3(a).

The record on appeal in the present case contains only the affidavit of service from the Respondent's circuit court action. *See Attachment A*. The record in the circuit court did not contain the affidavit of service from the Appellant's family court action, and therefore was not included in the record on appeal in the present appeal from the circuit court. The affidavit of service from the family court action was however included in the record on appeal of the family court case, a parallel action between the same parties over the same property. *See Attachment B*. (Court of Appeals Case No.: 2015-001860; Supreme Court Case No.: 2016-000577).

The affidavit of service in both the family court and the circuit court are relevant and necessary for this Court to completely analyze the arguments regarding the exclusive jurisdiction by the family court. The Respondent has raised argument that necessitates the Court's review of the affidavit of service from the family court case. The affidavit of service from the family court action is presently part of this Court's records in Appellate Case No.: 2015-001860, Record on Appeal, page 000005.

Wherefore, the Appellant moves to allow the record on appeal in the present case to be supplemented by the affidavit of service of the family court action.

Respectfully submitted,

  
J. Falkner Wilkes (SC Bar #12893)  
114 Whitsett Street  
Greenville, SC 29601  
(864) 282-1292  
(864) 271-6035 (facsimile)  
*Counsel for Appellant*

[Motion Attachment A]

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF OCONEE )  
 )  
 Polly Thompson, )  
 )  
 Petitioner, )  
 )  
 v. )  
 )  
 Cathy Swicegood and )  
 Wells Fargo, )  
 )  
 Respondents )

IN THE COURT OF COMMON PLEAS  
THE TENTH JUDICIAL CIRCUIT

2014- CP-37-00143

ACCEPTANCE OF SERVICE

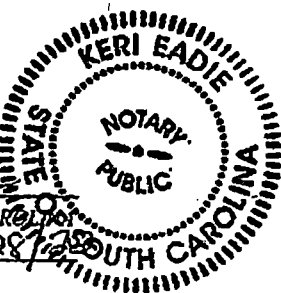
FILED OCONEE, SC  
 BEVERLY H. WHITFIELD  
 CLERK OF COURT  
 2014 MAR 27 A 11:06

Due and legal service of a copy of the Lis Pendens, Summons, and Petition in the above  
 entitled action is hereby acknowledged as having been received by me, John G. Reckenbeil,  
 Attorney for Defendant Cathy Swicegood, in Spartanburg, South Carolina, on the 25  
 day of March 2014, and a copy of the same has this date been retained by me.

*John G. Reckenbeil*  
 \_\_\_\_\_  
 John G. Reckenbeil  
 Attorney for Defendant Cathy Swicegood

SWORN TO before me, this  
25th day of March 2014.

*Keri Eadie*  
 NOTARY PUBLIC FOR SOUTH CAROLINA  
 My commission expires: 8/28/25



Copies to:  
 Atty  (P) \_\_\_\_\_ (D) \_\_\_\_\_  
 DSS \_\_\_\_\_ other \_\_\_\_\_  
 Mailed  Boxed \_\_\_\_\_ handed \_\_\_\_\_



[Motion Attachment B]

STATE OF SOUTH CAROLINA	)	
COUNTY OF GREENVILLE	)	
	)	
Cathy J. Swicegood,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Polly A. Thompson,	)	
	)	
Defendant.	)	

FILED CLERK OF COURT GREENVILLE, S.C.

IN THE FAMILY COURT THIRTEENTH JUDICIAL CIRCUIT

MAR 20 A 8:40

ACCEPTANCE OF SERVICE DOCKET NO.: 2014-DR-23-1184

Due and legal service of the within Summons and Complaint were hereby accepted by me on this the 17th day of March, 2014, in Greenville, South Carolina.

Margaret A. Chamberlain Margaret A. Chamberlain Attorney for the Defendant

SWORN to before me this 17th day of March, 2014.

DeAnne Barbrey Moore (SEAL) Notary Public for South Carolina My Commission expires: 9-14-2016

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )  
Polly Thompson, )  
Petitioner, )  
v. )  
Cathy Swicegood and )  
Wells Fargo, )  
Respondents )

IN THE COURT OF COMMON PLEAS  
THE TENTH JUDICIAL CIRCUIT

AUG 29 2017

2014- CP-37-001433 SC Court of Appeals

ACCEPTANCE OF SERVICE

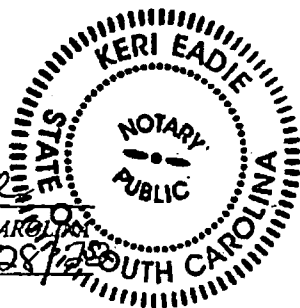
FILED OCONEE, SC  
BEVERLY H. WHITFIELD  
CLERK OF COURT  
JULY MAR 27 11:06 AM

Due and legal service of a copy of the Lis Pendens, Summons, and Petition in the above entitled action is hereby acknowledged as having been received by me, John G. Reckenbeil, Attorney for Defendant Cathy Swicegood, in Spartanburg, South Carolina, on the 25 day of March 2014, and a copy of the same has this date been retained by me.

John G. Reckenbeil  
John G. Reckenbeil  
Attorney for Defendant Cathy Swicegood

SWORN TO before me, this 25th day of March 2014.

Keri Eadie  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My commission expires: 8/28/2018



Copies to:  
Atty  (P) \_\_\_\_\_ (D) \_\_\_\_\_  
DSS \_\_\_\_\_ other \_\_\_\_\_  
Mailed  Boxed \_\_\_\_\_ handed \_\_\_\_\_

ROA PAGE 551



THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

RECEIVED

APPEAL FROM OCONEE COUNTY  
Court of Common Pleas

NOV 13 2017

SC Court of Appeals

Ellis B. Drew, Master in Equity

Case No. 2014-CP-37-00143  
Appellate Case No.: 2015-001860

Polly A. Thompson, ..... Respondent,

v.

Cathy J. Swicegood, .....Appellant.

RESPONDENT’S RESONSE TO APPELLANT’S  
MOTION TO SUPPLEMENT THE RECORD ON APPEAL

Counsel for Respondent, Polly A. Thompson, hereby objects to Appellant’s motion to supplement the Record on Appeal with an Affidavit of Service from a separate action in family court.


Rule 209(b) of the South Carolina Appellate Court Rules provides that “[t]he Designation must clearly identify what the party desires to have included in the Record on Appeal . . .” Rule 209(b), SCACR (2017). Moreover, “[t]he Record shall not, however, include matter not presented to the lower court or tribunal.” Rule 210(c), SCACR (2017). Material not presented to the lower court cannot be properly included in the Record on Appeal. *see State v. White*, 372 S.C. 364, 342 S.E.2d 607(Ct. App. 2007) (a co-defendant’s statement written after the issuance of a verdict and after a ruling on the motion for a new trial could not properly be included in the Record on Appeal).

Here, not only did the Appellant fail to include the Affidavit of Service in her Designation of Matter, she failed to present the document to either the Circuit Court or the Master in Equity for consideration. Respondent contends that by failing to submit the document to the lower court for consideration and by failing to include it in the

Designation of Matter, Appellant has waived her opportunity to submit the Affidavit of Service and to have this Court consider the document or any reference to it.

For the foregoing reason, Respondent respectfully requests this Court issue an order denying Appellant's motion.

Respectfully submitted,



Margaret A. Chamberlain (SC Bar # 015226)  
Chamberlain Law Firm, LLC  
600 Pettigru Street  
Greenville, South Carolina 29601  
Telephone: (864) 250-0505  
Facsimile: (864) 271-8097  
ATTORNEY FOR RESPONDENT  
POLLY A. THOMPSON

Greenville, South Carolina  
November 7, 2017

Other Counsel of Record:

Melissa H. Moore  
Post Office Box 524  
Fountain Inn, South Carolina  
(864) 300-4828  
Counsel for Respondent

Mr. John G. Reckenbeil  
Post Office Box 1633  
Spartanburg, South Carolina 29304  
(864) 582-1633  
Counsel for Appellant

Mr. J. Falkner Wilkes  
114 Whitsett Street  
Greenville, South Carolina 29601  
(864) 282- 1292  
Counsel for Appellant