

# The South Carolina Court of Appeals

In the Matter of the Estate of Thomas G. Moore:

9-23-20

Michael Dennis Moore, Appellant,

v.

Thomas Paul Moore, Francine Laura Lawhon, Linda  
Kaye Moore, and Phillip Frederick Moore, Respondents.

Appellate Case No. 2018-001144

The Honorable Jenny Abbott Kitchings  
Deputy Clerk, South Carolina Court of Appeals  
1220 Senate Street  
Columbia, SC 29201

RECEIVED

SEP 24 2020

SC Court of Appeals

Dear Ms. Kitchings:

Please file the original with the Court and file-stamp the copy for us and return same in the enclosed, prepaid, self-addressed envelope.

Thank you for your assistance in this matter.

Sincerely,

PRO-SE

Francine M. Lawhon  
Linda K. Moore  
1504 DAMON DR  
FLORENCE SC 29505

Linda K. Moore was staying with me and I have been taking care of her until she passed away. It is a disgrace that this Probate has stayed open for 6 years and she did not receive any part of her Parents Estate left for her in their Will. We were Pro-SE through-out this Probate. I am sending these documents Pro-Se without a attorney. These are the Last Documents I will be sending to be put on the Pocket for the Judges to Review to give their decision. I am Not sending any NEW EVIDENCE. These documents are taken from the Dec. 22, 2015 Hearing. I demand my rights as a Heir to be involved in my Parents Probate even without a attorney.

9-23-20

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Michael Dennis Moore, Appellant,

v.

Thomas Paul Moore, Francine Laura Lawhorn, Linda Kaye Moore, and Phillip Frederick Moore, Respondents.

Appellate Case No. 2018-001144

RECEIVED

SEP 24 2020

SC Court of Appeals

TO: Judges in the South Carolina Court of Appeals,

Please, close this Probate. 3 of the 5 Heirs - Phillip F. Moore, Francine Lawhorn and Linda Moore, has been through 5 years of Pain and suffering, being Honest and Trustful defending their Parents Probate exactly by their wishes stated in the Will. The 3 of us are retired receiving Social Security. We have spent thousands of dollars from our retirement funds in this Probate since Feb. 2014. We did not believe the Probate would be open as long as it had and we have depleted most of our retirement funds. There is NO Doubt in our minds this Probate would have closed in eight months without wasting the Courts and Judges time if not for our 2 Brothers Michael Dennis Moore, Thomas P. Moore and their attorneys. Our 2 brothers - Michael Dennis Moore, Thomas P. Moore and ALL their attorneys has tried everything they could do to take away our parents Estate from the other 3 Heirs.

- (1) The remaining 4 Heirs are devastated with Dennis Moors actions As P.R.
  - (A) Dennis Moore has Lied through out the entire Probate.
  - (B) Dennis Moore has retained 4 attorneys in this Probate - Attorney Thomas, attorney Robert Stewart, attorney David Smith and attorney David Parent to defend his Lies and Judge Statements.
  - (C) Dennis Moore emptied our parents safe and retained all the money in the safe without the other Heirs being present.
  - (D) After Dennis Moore went in our parents house by (Himself) The remaining Heirs found their mothers Jewelry Box empty with the Lock Broken.
  - (E) Dennis Moore had a signature stamp made with Thomas G. Moors signature to take money away from all of T.G. Moors acts.
  - (F) It has been proven that Dennis Moore is a Liar and a Thief when Judge Scott give Dennis Moore \$50.00 for his duty as Personal Representative.

(2) The fact is it is proven in the transcript of the Dec. 22, 2015 Hearing. Pierce Campbell and Thomas Moore lied and made false statements about the letter. The truth is the Briefs submitted to the South Carolina Court of Appeals by Phillip F. Moore, Francine Loufar and Linda Moore stated the true facts about this letter from the testimony in the Dec. 22, 2015 Hearing. It was these briefs that upset Pierce Campbell to make a motion to the S.C. Court of Appeals to have the Briefs Rejected. We would like to ask that the briefs of True Facts submitted to the South Carolina Court of Appeals be put back on the docket to be reviewed by the Judges. Lies and speculations were told by Pierce Campbell for his client Thomas P. Moore to take the \$350,000.00 Pickland County Property away from the other 4 heirs. As attorney Kathy Ermore and David Smith stated in the hearing - IF T.G. Moore wanted the Pickland County Property to go to Thomas P. Moore, "HE WOULD HAVE STATED IT IN THE WILL". We would ask the S.C. Court of Appeals Judges - Please be fair and Return ONLY the Pickland County Property back to the 5 HEIRS.

(3) Enclosed is a letter Pierce Campbell and Thomas P. Moore submitted the day of the Dec. 22, 2015 Hearing. This letter did not have our parents signature or anyone else's signature. The remaining 4 heirs will NEVER believe this letter is Legal and should NOT have been admitted through our Court system. Two years into the Probate Thomas P. Moore had this letter in his possession and Pierce Campbell brushed the other 4 heirs the day of the Dec. 22, 2015 Hearing with this letter. The testimony in the Dec. 22, 2015 Hearing will prove the letter never existed with or near the Will.

(4) Thomas Moore and Pierce Campbell has committed Perjury in the Dec. 22, 2015 Hearing. Their testimony has greatly affected Judge Scott in his Order concerning the Pickland County Property. The lies were proven through-out the Dec. 22, 2015 Hearing stating the Undated, Unsigned letter was With The Will and The Will was found inside The Safe. Please read the testimony Earlier in the transcript of the Dec. 22, 2015 Hearing on Page 65 (Enclosed) Who Found The Will and Where The Will Was Found - NOT In The Safe.

(5) 4 of the 5 Heirs Pray and make our Pleas to the South Carolina Court Judges to Return the Pickland County Property Back in Probate for all five heirs as the Will states.

After our father's funeral Dennis Moore went into our father's House without the other 4 heirs. Please look in the transcript of the Dec. 22, 2015 Hearing. Earlier in the transcript on page 65, Dennis Moore testified about the Will and the safe.

Page 65

Atty. David Smith  
↓ ↓ ↓ ↓ ↓

1 go in to the safe together at that meeting. Do  
2 you remember that agreement?

3 Dennis A No, sir. Not -- not -- we was fall  
4 getting together to meet at the house but I -- I  
5 mean, ain't nobody said nothing about no safe.

6 David Smith Q Okay. Now, when you went in -- in to  
7 the safe, were you trying to find the will?

8 Dennis A Trying to find the will yes, sir.

9 David Smith Q Are you the one that found the will?

10 Dennis A No, my daughter did.

11 David Smith Q Okay. Was it at that time that she  
12 found it?

13 Dennis A No, the will wasn't even in there (Dobe)

14 David Smith Q Okay. Where was the will?

15 Dennis A The will -- he had it up under the bed  
16 bedpost I think it was. My daughter had found  
17 it. Pierce Campbell, Thomas Moore and in Judge Scott's  
Order stated the Will was in the safe.

(1) Page 65 - Dennis Moore testified under oath way before the church issue on page 155 in the transcript was even mentioned by Thomas Moore and his lawyer.

Dennis Testified Earlier

- a. His daughter found the Will.
  - b. It wasn't in the safe when Thomas P. Moore lied under oath that the letter about the church was with the Will in the safe.
  - c. There was no letter with the Will.
- (2) Pierce Campbell and Thomas Moore lied and made false statements through-out the entire Dec. 22, 2015 Hearing that the letter Thomas Moore submitted was with the Will - inside the safe.
- (3) Due to their testimony it has persuaded Judge Scott to believe their lies and false statements in his Order.
- (4) Please Return the Pickland County Property Back to the 5 Heirs.

Pierce Campbell and Thomas Moore Lied throughout the Dec. 22, 2015 Hearing and influenced Judge Scott with his decision in his Order. Thomas Moore kept this unsigned, undated, illegal letter in his possession for 2 years and Pierce Campbell ambushed the other 4 heirs with this letter the Day of the Hearing Dec. 22, 2015. Our Parents would NEVER give anyone a letter like this without their signature. The remaining 4 heirs believe that Thomas Moore or someone else typed this letter so Thomas Moore can receive ALL the interest in the Richland County Property for Himself.

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**Thomas G. Moore and Lester P. Moore purchased five acres of land in Horrell Hill, SC out from Columbia, SC off of Highway 76. The land was deeded in Thomas G. Moore and Lester P. Moore's name at the Columbia Court House. It was purchased for the purpose of building a new church on it.**

**Thomas G. Moore has three plaques that were awarded to him from Horrell Hill Baptist Church for his support and donations and tithing in building of the church, plus his twenty-five years of attending and supporting the church. He has continued paying his tithes up to the writing of his LAST WILL AND TESTAMNT ON FEBRUARY 6, 1998.**

**If this church in Horrell Hill, SC is ever RENTED OR SOLD, Thomas G. Moore bequeaths his half INTEREST OR OWNERSHIP to go to Thomas P. Moore. I have paid one half of the land and church building on this land.**

**My oldest son, Thomas Paul Moore, is a licensed minister and if he decided to or was asked to run or help pastor the church, AFTER Lester P. Moore has DECEASED, I (Thomas G. Moore) would bequeath my one-half interest to go to Thomas P. Moore (My oldest son). If he does not want to pastor at the church, I would bequeath my one-half interest or ownership in the church and land to my son Thomas P. Moore, if the church is ever rented or sold.**

illegal - NO DATE - NO SIGNATURE

## STATEMENT OF ISSUES ON APPEAL

- I. Did the lower courts err in applying the doctrine of integration, where alleged integrated document was a separate envelope containing a document with instructions devising a piece of the Testator's estate and no evidence or testimony from attesting witnesses spoke as to the validity of the document or the presence of the document at the time of the signing of the will?

### Our Opinion and Our Rights as Heirs of our Parents.

This issue should Not have been presented to Judge Scott in Probate Court for his decision. ALL 5 Heirs made a Promise and agreement together at the Meeting 7 days after T. G. Moore's funeral, how the Richland County Property will be settled. ALL 5 Heirs AGREED Before Probate Opened it was unfair to the remaining 4 Heirs that Thomas P. Moore decided to break his Promise and Agreement. 4 of the 5 Heirs will ask that the Issue on the Richland County Property be Returned back in Probate to be settled by their Promise and Agreement they made Before the Probate Opened.

- (1) The lower court definitely, without a doubt ERR in applying the doctrine of integration to a letter that NEVER Existed until the Day of the Hearing Dec. 22, 2015 when the other 4 Heirs was ambushed with this letter.
- (2) Thomas Moore keeping this letter in his possession for 2 years into the Probate, how can the other 4 Heirs give evidence or testimony the Day of the Hearing.
- (3) The testimony in the transcript speaks for itself about this letter.
- (4) all 5 Heirs Agreed how we were going to settle the issue of the Richland County Property at the Meeting Before the Will was submitted to Probate Court. Now, 2 years later Thomas P. Moore changed his mind and retained his own Personal Attorney (Pierce Campbell) 8 months into the Probate, to take the Richland County Property for (Himself) from the other 4 Heirs.
- (5) Please, Return the Richland County Property back to the 5 Heirs.

## STATEMENT OF ISSUES ON APPEAL

- II. Did the lower courts err in ruling that a contract to sell real property extinguished the rights of survivorship of the Appellant, the joint tenant with rights of survivorship, when the Testator, the deceased joint tenant died after the signing of a contract to sell real property, but before the closing and recording of the transfer of Deed?

Judge Scott gave the correct Order on this issue. All the evidence and testimony on this issue was submitted to Judge Scott Dec. 22, 2015. 4 of the 5 Heirs agree with Judge Scott's Order on this issue after the Dec. 22, 2015 Hearing. The fact and the truth is, Michael Pennis Moore waited to after T. G. Moore's death to close on the Beach House Property to receive ALL the funds.

- III. Did the circuit court err in ruling that the Appellant did not preserve the issue for review of prejudicial submission of evidence and allowance of additional claims the day of trial, when counsel for the Appellant did not object to evidence and claims at time of submission but later requested the ability to respond to Respondents allegations and submission of evidence, but was denied the opportunity by the Probate Court?

With all the evidence of testimony and documents submitted to Judge Scott on this issue, 4 of the 5 Heirs will agree to the Order Judge Scott has given on this issue. Pennis Moore and his attorney was given all the time needed to respond to the Respondents allegations and submission of evidence submitted to Judge Scott in Probate Court.

The South Carolina Court of Appeals

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9-23-20

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v.

Thomas Paul Moore, Francine Laura Lawton, Linda Kaye Moore, and Phillip Frederick Moore, Respondents.

Appellate Case No. 2018-001144

TO: The South Carolina Court Appeal Judges,

Please consider these documents (Enclosed) on the docket for a decision of True Facts in our Parents Probate. Francine L. Lawton, Linda K. Moore, Phillip F. Moore and his attorneys letters, documents and Briefs were dismissed and denied to be on the docket to be reviewed by Pierce Campbell's request and Motion. The briefs sent by Francine L. Lawton and Linda K. Moore (Pro-SE) along with the letters and documents were entirely from the transcript of the Dec. 22, 2015 Hearing. Francine and Linda being Pro-Se without a attorney did not know anything about how they were suppose to send letters, documents or briefs to the South Carolina Court of Appeals. As Heirs of our Parents we have been denied by Pierce Campbell's actions to be involved in our Parents Probate. Pierce Campbell went to his Law Books to Dismiss Phillip Moore's Briefs, letters and documents because he was represented by a attorney.

Please Review Transcript on Judge Scotts Order.

Judge Scotts ORDER on the Unsigned, Undated letter with the Will in the SAFE

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FLORENCE )  
 )  
IN THE MATTER OF THE ESTATE )  
OF: THOMAS G. MOORE )

IN THE PROBATE COURT )  
CASE NO. 2014-ES-21-00134 )

ORDER

FILED  
16 NOV 29 PM 2:11  
J. HUNFORD SCOTTY  
JUDGE PROBATE CT  
FLORENCE COUNTY, S.C.

The first issue here to be decided is whether a separate writing found in a safe belonging to the Decedent with the Decedent's last will.

- (1) The will was not in the safe - Read page 65 in the Transcript.
- (2) Thomas Moore proves the letter was Not with the Will. Read Page 162 and 164 in the Transcript.

Thomas Moore retained Pierce Campbell (Only) to take away the Richland County Property from the other Heirs for himself with the illegal letter. Judge Scott dismissed the letters and documents sent by Phillip Moore and his attorneys.

Even papers "not physically connected...nor referring to each other, nor connected by internal coherence, but separate and distinct, being independent parts of a will, may be integrated" if they are found together and taken as a whole are properly executed.<sup>12</sup>

- (1) Judge Scott has stated in his Order that the letter was with the Will inside the safe found together. Please read the testimony Earlier on page 65 → Who found the Will and where the Will was found. Judge Scott, Pierce Campbell, Thomas P. Moore, Phillip F. Moore, Linda K. Moore, Francine L. Lawton or anyone else CANNOT testify that this letter was with the Will and the Will was found in the safe. NO ONE mentioned above was Present when the Will was found.
- (2) Thomas P. Moore (Himself) testifies under oath at the end of the Richmond County Property Issue on Page 162 → line 10+11 and on Page 164 → line 14+15. These statements proves that this letter was never seen at the meeting 7 days after T.G. Moore's funeral when ALL 5 Heirs seeing the Will for the 1st time and reading it together. The question we would like to know is, How does Thomas Moore know that Pennis took the letter out of the Will - He was not present when the Will was found to see the letter taken out.

Second, the document was found in the safe with the will. This evidence was uncontested. The document could have been stored anywhere, but in this instance, the Decedent chose to place it in a secure place where anyone searching for the will would also find the document. This evidences the testator's intent that the will as a whole include the provisions set forth in the document. Being found together and exhibiting internal coherence, an inference is raised that the document was present at the time of execution and that it was intended to be part of the will.

- (1) Again, read page 65, the Will was NOT found in the safe.
- (2) Again, read page 162 and 164 the document was NOT with the Will when the Will was found.
- (3) The document was Not present with the Will when all 5 Heirs read the Will together 7 days after our father's funeral read Thomas Moore's testimony on page 162 → line 10+11.
- (4) How can we contest this Letter when the Letter was submitted the day of the Hearing Dec 22, 2015.

## Statements given in Judge Scott's Order:

The doctrine of integration provides that a separate writing may be integrated into the will if the writing existed when the will or codicil was executed and the testator intended its inclusion.

- (1) The doctrine of integration Does NOT apply to this letter. Judge Scott has stated above in his statement - They may be integrated → IF THEY ARE FOUND TOGETHER. Again, read the testimony of Thomas P. Moore (himself) page 162 → "But my brother took it out before the will was read to ALL FIVE OF US → AT THE MEETING
- (2) If T.G. Moore and Earline B. Moore intended the letter to be with the will - They would have signed their name to this letter exactly like the original will itself.

Thomas P. Moore has asserted that the document located with the will of the Decedent, should be integrated into the will as a part of the Last Will and Testament of the Decedent. Thomas P. Moore has asserted that <sup>Lie</sup> his father intended for him to receive his father's interest in the Church Property because of Thomas P. Moore's longstanding relationship in that church as an assistant pastor.

- (1) Thomas P. Moore has given 2 different testimonies under oath. Again, he has stated the letter was located with the will. Again, read his testimony under oath on page 162 and 164. Also, Judge Scott has stated they will have to be together to integrate. They were NOT.
- (2) If Thomas P. Moore's father intended for him to have his interest in the property - He would have had it in the will or the letter Thomas P. Moore submitted would have been signed.
- (3) The FACT is about Thomas P. Moore's longstanding relationship as assistant pastor that happened 20 years ago before T.G. Moore passed away. Because of T.G. Moore's health declining the last time he attended the church was 20 years ago before he passed away.

Under South Carolina law, generally all that is required to properly execute a will is the following: (1) the will must be in writing, (2) signed by the testator, and (3) signed by at least

two witnesses.<sup>13</sup>

- ↓↓↓
- (1) This letter was typed by Thomas Moore or someone else and submitted by Pierce Campbell and Thomas Moore the day of our 1st Hearing Dec. 22, 2015. Read Page 164 → line 21+22.
  - (2) This letter is not dated or signed by our parents.
  - (3) This letter does Not have signatures of witnesses or anyone else.

Thomas P. Moore has asserted that the document located with the will of the Decedent, should be integrated into the will as a part of the Last Will and Testament of the Decedent. Thomas P. Moore has asserted that his father intended <sup>lie</sup> for him to receive his father's interest in the Church Property because of Thomas P. Moore's longstanding relationship in that church as an assistant pastor.

- (1) Again, The Document was NOT with the Will. Please read the testimony of Thomas P. Moore on Page 164 → line 14+15. Again, he was NOT Present when the Will was born.
- (2) Why is Thomas Moore asserting that his father intended for him to receive his interest in the Richland County Property? If this statement is True then the Remaining 4 Heir would believe that was a Gift. Please Read the testimony by Thomas Moore Earlier in the Hearing on Page 58 → lines 11-20. Now, later in the Hearing he wants to submit the letter to take away the \$450,000.00 Richland County Property for Himself.
- (3) The brothers and sisters of Thomas P. Moore → Phyllis F. Moore, Linda H. Moore, Francine L. Lawton and Pamela Moore would like to ask: Thomas when you were testifying about your longstanding Relationship as assistant pastor and attending the church, Why did you Not finish your testimony to Judge Scott and tell him this paper 20 years ago before both our parents passed away?

The doctrine of

integration provides that a separate writing may be integrated into the will if the writing existed when the will or codicil was executed and the testator intended its inclusion.<sup>25</sup>

- We would ask Judge Scott: How can the Doctrine of Integration be considered in this case?
- (1) It has been proven by Thomas Moore on page 164 → line 14+15 a letter NEVER Existed at the meeting 7 days after T.P. Moore passed away.
  - (2) Thomas Moore has testified on Page 164 → line 21+22 that he did in fact have the letter in his possession and he (Himself) presented it the DAY OF THE Hearing.

Statement from Judge Scott's Order concerning the unsigned, undated letter.  
From an evidentiary and procedural standpoint, "[c]ourts may discern the testator's intent

as a matter of law by examining the writings or may consider extrinsic evidence regarding the testator's intent when signing the papers." The law looks to the oneness and completeness of the testamentary intent and scheme as expressed and evidenced by the writings.

This is a copy of the letter the 4 Heirs Ros NEVER SEEN until Pierce Campbell and Thomas P. Moore submitted the letter the day of the Dec. 22, 2015 hearing.  
NO DATE and NO signature

Thomas G. Moore and Lester P. Moore purchased five acres of land in Horrell Hill, SC out from Columbia, SC off of Highway 76. The land was deeded in Thomas G. Moore and Lester P. Moore's name at the Columbia Court House. It was purchased for the purpose of building a new church on it.

Thomas G. Moore has three plaques that were awarded to him from Horrell Hill Baptist Church for his support and donations and tithing in building of the church, plus his twenty-five years of attending and supporting the church. He has continued paying his tithes up to the writing of his LAST WILL AND TESTAMNT ON FEBRUARY 6, 1998.

If this church in Horrell Hill, SC is ever RENTED OR SOLD, Thomas G. Moore bequeaths his half INTEREST OR OWNERSHIP to go to Thomas P. Moore. I have paid one half of the land and church building on this land.

My oldest son, Thomas Paul Moore, is a licensed minister and if he decided to or was asked to run or help pastor the church, AFTER Lester P. Moore has DECEASED, I (Thomas G. Moore) would bequeath my one-half interest to go to Thomas P. Moore (My oldest son). If he does not want to pastor at the church, I would bequeath my one-half interest or ownership in the church and land to my son Thomas P. Moore, if the church is ever rented or sold.

Next Page - Enclosed the remaining Heirs have submitted original letters from T. G. Moore's files he kept to match the letter of Thomas Moore's. These original letters enclosed DO NOT MATCH Thomas Moore's letter. ALL of T. G. Moore's Original Letters we seen in his files were dated and signed exactly like the letters Enclosed. The Fact is Thomas Moore or someone else used his letter.

Enclosed - Original Letters taken from T.G. Moore's Files after he passed away → signed and dated. The Letter Thomas Moore submitted Does Not match the Original Letters by T.G. Moore.

Please read the Order by Judge Scott Above the Letter Thomas Moore Submitted.

T.G. Moore's Cars Inc.  
3308 E. Palmetto Street  
Florence, SC 29506  
(843) 669-6866 Office (843) 669-3237 Fax  
"Over 50 years in business!"

Dec. 2002

Miriam McIver  
Accounting Services

Dear Miriam,

You will find enclosed a copy of T.G. Moore's Cars, Inc. employees that has worked for my company in 2002; names, addresses, and social security numbers.

Also, you will find names, addresses, and social security numbers of people that have done work for T.G. Moore's Cars, Inc. in the year of 2002 that I had to give a 1099 form to.

Also, you will find people that have done work for T.G. Moore's Cars, Inc., did not make enough money to get a 1099 form. Furnishing you their names and addresses. Some of these people have moved out of State. Some of them have gone out of business. Cannot locate one or two of them.

T.G. Moore's Cars, Inc. is being dissolved with the Secretary of State as of January 1, 2003. T.G. is closing my business after 50 years in the business. I will not need no accountant after Dec. 31, 2002. I appreciate working with your accounting services. Miriam, we get our statement around the 10th of January. I will bring you. Figure our year end taxes and dividends, if any, for T.G. Moore's Cars, Inc.

My son, Dennis Moore, says that he is going to open up a car business, January 2003. I told him, if he did, I would recommend him using the Miriam McIver Accounting Services. If he opens up his new business, he will be up there to talk to you about it.

signature →

T.G. Moore, P.A.

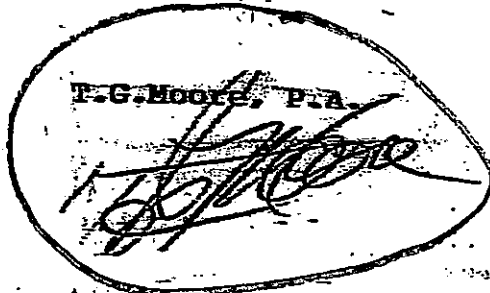
Original Letter by T.G. Moore.  
Does Not Match the Letter Thomas  
Moore submitted.

**Miriam McIver Accounting Services:**

Miriam, when we get Moores Cars LLC bank statement for the month of January 2003, you will find T.G. Moore's Cars, Inc. bank statement for the month of January 2003. You will have to use both of these bank statements for Moores Cars L.L.C. accounting.

The purpose of using both bank statements is that we had to use T.G. Moore's Cars Federal I.D. number and State I.D. number to make car pay-roll tax deposits each week until the Crawford Law Firm give Moores Cars L.L.C. their Federal I.D. number. We have all of that straight now. The Federal gave Moores Cars, L.L.C. the same Federal I.D. number that T.G. Moores Cars had..

Dennis H. Moores wants you to do his accounting for Moores Cars L.L.C. like you did for T.G. Moores Cars.

signature → 

Our Father - T.G. Moore or Our Mother Earline Moore  
would NEVER give Anyone a Letter without  
their signature.

# PROMISSORY NOTE

Dated: January 1, 2009

2009

\$ 450,000.00

Principal Amount

State of South Carolina

**FOR VALUE RECEIVED**, the undersigned hereby jointly and severally promise to pay to the order of Thomas G. Moore the sum of four hundred and fifty thousand Dollars (\$450,000.00) together with interest thereon at the rate of 2 % per annum on the unpaid balance. Said sum shall be paid in the manner following: loan paid back to Thomas G. Moore. Loan to Dennis Moore, Moore's Cars, LLC on (January 1, 2009) to be paid back in-full by (December 31, 2009). The money was loaned to Dennis Moore and Moore's Cars, LLC to buy and sell cars and operate the business. The money was loaned to Dennis Moore from Thomas G. and Earline B. Moore personal account. By Dennis Moore not having any collateral to put for the loan of \$450,000.00, Thomas and Earline Moore will have the right to foreclose this loan at any time or date. Thomas G. Moore, Earline B. Moore and Dennis Moore have agreed upon and are bound by this loan for \$450,000.00 until this loan has been paid back, in-full, by Dennis Moore and Moore's Cars, LLC.

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity.

This note shall at the option of any holder hereof be immediately due and payable upon the failure to make any payment due hereunder within \_\_\_\_\_ days of its due date.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of \_\_\_\_\_ % of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

Original Letter by T.G. Moore - signed and dated.  
Does Not Match the Letter Thomas Moore submitted.


Thomas G. Moore - Lender  
Dennis Moore - Borrower

Dennis Moore has paid each loan back to Thomas G. Moore, paid in full. Each loan and promissory note has been stamped, paid and signed by Thomas G. Moore. Dennis Moore has been given receipts for all loans he has paid. Receipts signed by the lender, Thomas G. Moore.

Witness Frank E. Moore Lender Thomas G. Moore  
(Thomas G. Moore)

Witness Charlene Moore Borrower Dennis M. Moore  
(Dennis M. Moore)

Notarized by our mother  
\* Sworn to and subscribed before me this 20th day of April 2010  
Earline B. Moore notary of S.C.  
(Earline B. Moore)

signature → 

PRESS FIRMLY TO SEAL

PRESS FIRMLY TO SEAL



U.S. POSTAGE PAID  
FLORENCE, SC  
ZIP CODE 29501  
\$26.35  
R23033104340-07



PRIORITY MAIL EXPRESS®



EJ 385 811 844 US

PRIORITY MAIL EXPRESS

CUSTOMER USE ONLY FROM: (zip) phone (434) 601-3387

FRANCINE LAWHON  
1504N RAMON DRIVE  
FLORENCE, S.C. 29505

PAYMENT BY ACCOUNT (if applicable)  
USPS® Corporate Acct. No. Federal Agency Acct. No. or Postal Service® Acct. No.

ORIGIN: (POSTAL SERVICE USE ONLY)

1 Day  2 Day  Priority  DPO

NO 2nd Class Scheduled Delivery Date (Mandatory) Package Weight \$26.35

Class Accepted (Mandatory) Scheduled Delivery Date Insurance Fee CGO Fee

Time Accepted (Mandatory) (Mandatory) (Mandatory) (Mandatory)

Special Handling (Mandatory) Total Postage & Fees

Weight (Mandatory) Employee Initials

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Address (Mandatory) Time Employee Signature

Delivery Address (Mandatory) Time Employee Signature

Label (11 x 6) MARCH 2019 PSN 7885-02-000-0008

TO: (zip) phone ( )  
HONORABLE JENNY A. KITCHINGS  
DEPUTY CLERK, S.C. COURT OF APPEALS  
1220 BOMATE STREET  
COLUMBIA S.C.  
29201

To schedule free Package Pickup, scan the QR code.



USPS.COM/PICKUP



PS 10001000006

EP13F Oct 2018  
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