

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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OCT 16 2018

SC Court of Appeals

APPEAL FROM GREENVILLE COUNTY  
Greenville County Court of Common Pleas

CHARLES B. SIMMONS, JR., MASTER IN EQUITY JUDGE

Appellate Case No. 2018-000759  
Trial Court Case No. 2016-CP-23-01849

Christopher Lamar Atchison .....Appellant,

vs.

Veronica Jenkins, in her Individual and Official Capacity as a member or  
Officer of Augusta South, LLC, Augusta South, LLC and Collins Properties,  
L. P., Defendants, Of which Collins Properties, L. P. is the .....Respondents.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS

2016-CP-23-01849

Christopher Lamar Atchison, )  
Plaintiff, )  
vs. )

**COMPLAINT**

Veronica Jenkins, in her Individual and )  
Official capacity as a Member or )  
Officer of Augusta South, LLC, )  
Augusta South, LLC, South Carolina )  
Secretary of State and Collins )  
Property, L.P., )  
Defendants. )

**FOR  
JUDICIAL DISSOLUTION OF  
LIMITED LIABILITY COMPANY and  
REFORMATION OF A BOND FOR TITLE**

**(NON-JURY)**

FILED  
CLERK OF COURT  
PAUL F. HENNINGER  
2016 JAN 11  
PM 4 24

The plaintiff, complaining of the defendants, would respectfully show unto this Court as follows:

I.  
**FOR A FIRST CAUSE OF ACTION  
(Judicial Dissolution)**

I.

That the Plaintiff, a male, is a citizen and resident of the County of Greenville, State of South Carolina, and he is subject to the jurisdiction of this court;

II.

That the Defendant Veronica Jenkins is a citizen and resident of the County of Greenville, State of South Carolina and she is subject to the jurisdiction of this court; That the defendant Augusta South, LLC is a corporation or Limited Liability Company organized and existing under the laws of the State of South Carolina; That upon information and belief, the Defendant South Carolina Secretary of State is a body politic and public and/or governmental entity(ies) duly organized and existing under the laws of the State of South Carolina and, pursuant to Section 15-78-10 et. seq.

of the Code of Laws of South Carolina, 1976, as Amended, and it is capable of being sued in the courts of this State and it is subject to the jurisdiction of this court; That upon information and belief, the defendant Collins Properties, L. P. is a corporation organized and existing under the laws of the State of South Carolina and it is operating and conducting a real estate business enterprise in the County of Greenville, State of South Carolina and other sundry State and it is subject to the jurisdiction of this court; and Collins Properties, L. P. was the Seller of the Nightclub Building to the Plaintiff and the Defendant Veronica Jenkins by a **Bond for Title** under the name of **Augusta South, LLC** and it is added as a Party Defendant for the aforesaid **Bond For Title to be reformed**; That the Office of the S. C. Secretary of State is added as a party defendant to dissolve the Certificate of Incorporation of this **Limited Liability Company, to-wit: Augusta South, LLC.**

III.

That upon information and belief, the Defendant Veronica Jenkins and the plaintiff jointly founded, organized and incorporated the defendant Augusta South, LLC on August 15, 2014 to operate and manage "Nightclub," on Augusta Road in Greenville County, and State of South Carolina with the Defendant **Veronica Jenkins** serving as the **Registered Agent of said "LLC,"** (Copy of Corporate Record of **Augusta, South, LLC** is attached hereto);

IV.

That in operating and managing this said "Nightclub," under the name and

style of **"Augusta South,"** the defendant **Veronica Jenkins and the Plaintiff** purchased a building at 6013 Augusta Road in Greenville, S. C. 29605, under Tax Map No. **0398.00-01-001.00** under a **"Bond For Title"** in Greenville, S. C. on February 12, 2015 in the name of **Augusta South, LLC as Purchaser for \$115,000.00** from the **Defendant Collins Properties, L. P.,** recorded in the Office of the Register of Deeds for Greenville, SC on February 24, 2015 in **Deed Book 2460, at Page 1702** and, after receiving a credit of \$15,000.00 to repair the roof, the defendant Veronica Jenkins and the plaintiff agreed to pay the remaining **One Hundred Thousand Dollars and No/100 (\$100,000.00) in 240 monthly payments of \$952.70** a month, to the Defendant Collins Properties, L. P., beginning March 12, 2015 out of proceeds received by the Defendant **Augusta South, LLC** from the operation of said **"Nightclub";**

V.

That however, after the plaintiff and the defendant Veronica Jenkins had made about two (2) mortgage payments on said **Nightclub Building"**, The legal authorities **"condemned the said building"** until certain structural repairs were made to comply with **"the Building Code of Greenville County, SC,** the **Nightclub operations** ceased in or about May or June, 2015 and the **said Nightclub "Augusta South"** ran out of funds with which to pay said mortgage payments to the **Defendant Collins Properties, L. P.** and thereafter, the Defendant Veronica Jenkins and the plaintiff had to pay all subsequent mortgage payments equally out of **his own**

personal funds;

VI.

That however, the defendant failed to continue to contribute her one-half (1/2) toward the said mortgage payments on the Nightclub Building and the Plaintiff Christopher Lamar Atchison made all subsequent mortgage payments from June, 2015 until the present and, to date, he has solely paid or invested almost \$12,000.00 from his personal funds into the purchase of said "Nightclub building" without any financial contributions by the Defendant Veronica Jenkins and the Plaintiff will continue to lose or invest \$972.70 a month toward the mortgage payments until the mortgage has been paid or until this action has ended;

VII.

That since the defendant Veronica Jenkins has failed to pay her one-half (1/2) of the mortgage payments on the Nightclub building which is no longer operating due to the building being condemned and said Defendant has no equity in the said Nightclub building and/or Augusta South, LLC and Defendant Veronica Jenkins does not wish to dissolve this said Limited Liability Company of "Augusta South, LLC, the Plaintiff has no recourse but to seek a judicial dissolution of this Limited Liability Company pursuant to Section 33-14-300 (2)(ii) (v) of the S. C. Code of Laws, 1976, as amended; on the grounds that this corporation has abandoned this Nightclub business and the fact that the failure of the defendant Veronica Jenkins to

pay her one-half (1/2) of the mortgage payments is unfairly prejudicing the plaintiff and has destroyed the purpose for which this Limited Liability Company, Augusta South, LLC, was incorporated or commenced;

VIII.

That the Plaintiff has no adequate remedy at law and seeks this equitable relief of judicial dissolution from this court;

IX.

That accordingly, this Plaintiff is informed and believe that this court should issue its Decree and ruling that this Limited Liability Company, to-wit: **Augusta South, LLC** should be judicially dissolved immediately and direct the Office of the S. C. Secretary of State to dissolve this "LLC" on its Official records;

X.

That since the Defendant Veronica Jenkins has unfairly prejudiced the plaintiff and has destroyed and has abandoned the operation of this business concern, the plaintiff is informed and believes that the defendant Veronica Jenkins should pay him a reasonable amount of attorney fees and the legal costs of this action;

XI.

**FOR A SECOND CAUSE OF ACTION-COLLINS PROPERTIES, L. P.  
(REFORMATION OF DEED)**

That Paragraphs I through IX are realleged here and incorporated herein as if set forth verbatim;

XII.

That in commencing this business by the name of **Augusta South**, the Plaintiff and the defendant Veronica Jenkins commenced the Limited Liability Company entitled "**Augusta South, LLC,**" on **August 15, 2014** and they purchased a building at 6013 Augusta Road, in Greenville, S. C. , as set forth above, from the defendant **Collins Properties, L. P.,** for **\$115,000.00** on a "**Bond For Title**" on **February 12, 2015** in which to manage and operate a Nightclub business therein and recorded then **Bond For Title** in the Office of the Register of Deeds for Greenville County, SC on February 24, 2015 in **Deed Book 2460, at Page 1702** in the name of **Defendant Augusta South, LLC as Purchaser;**

XIII.

That after receiving a credit from the Seller for \$15,000.00 to repair the roof, the Plaintiff and the Defendant Veronica Jenkins agreed to pay the remaining One Hundred Thousand Dollars and No/100 (**\$100,000.00**) in **240 monthly payments of \$972.70** to the Seller, **Collins Properties, L.P.,** beginning **March 12, 2015** out of the proceeds of the going Nightclub concern and received by **Augusta South, LLC** from the operation of the Nightclub;

XIV.

That however, after the plaintiff and the defendant Veronica Jenkins had made about two (2) mortgage payments on said Nightclub Building", The legal authorities "**condemned the said building**" until certain structural repairs were made to comply with

**“the Building Code of Greenville County, SC, the Nightclub operations ceased in or about May or June, 2015 and the said Nightclub “Augusta South” ran out of funds with which to pay said mortgage payments to the Defendant Collins Properties, L. P. and thereafter, the Defendant Veronica Jenkins and the plaintiff were obligated to pay all subsequent mortgage payments equally out of their own personal funds;**

XV.

That however, the defendant Veronica Jenkins failed to contribute her one-half (1/2) to said mortgage payments on the Nightclub Building and the Plaintiff Christopher Lamar Atchison has made all subsequent mortgage payments from June, 2015 until the present and, to date, he has paid almost **\$12,000.00 toward the mortgage payments out of his personal funds and he will continue to pay or lose \$972.70 a month and, if this said Bond for Title is not reformed for the plaintiff Christopher Lamar Atchison to be substituted as the purchaser of the real estate at 6013 Augusta Road in Greenville, S. C. in lieu of Augusta South, LLC, the defendant Veronica Jenkins will gain an unfair advantage at the expense at the plaintiff and also violate the corporate purpose for which this LLC was incorporated;**

XVI.

That since the plaintiff is seeking a judicial dissolution of the Limited Liability Company of **Augusta South, LLC and the Plaintiff is making all of the mortgage payments on the Nightclub building the Plaintiff and the defendant Veronica Jenkins are supposedly purchasing from the defendant Collins Properties, L. P. with the Limited**

Liability Company **Augusta South, LLC** being listed as the Purchaser on the "Bond For Title" the Plaintiff is informed and believes that the Limited Liability Company, **Augusta South, LLC**, should be judicially dissolved and that this court should issue its ruling reforming the above Bond for Title by allowing the Plaintiff's name to be substituted as the Purchaser on the aforesaid Bond for Title with the Defendant Collins Properties, L. P., for the Nightclub building located at **6013 Augusta Road in Greenville, S. C. under Tax Map. No. 0398.00-01-001.00** and cancel any equity or equitable interest claimed by the Defendant **Veronica Jenkins** in this real estate located at **6013 Augusta Road in Greenville, S. C;**

XVII.

That the Plaintiff has no adequate remedy at law and seeks this equitable relief of the Reformation of this said "Bond For Title;" Also, since the defendant **Veronica Jenkins** has unfairly prejudiced the plaintiff and has abandoned the corporate business in violation of the Corporate purpose of this LLC, the plaintiff is informed and believes that the defendant **Veronica Jenkins** should be required to pay him reasonable attorney fees and the costs of this action;

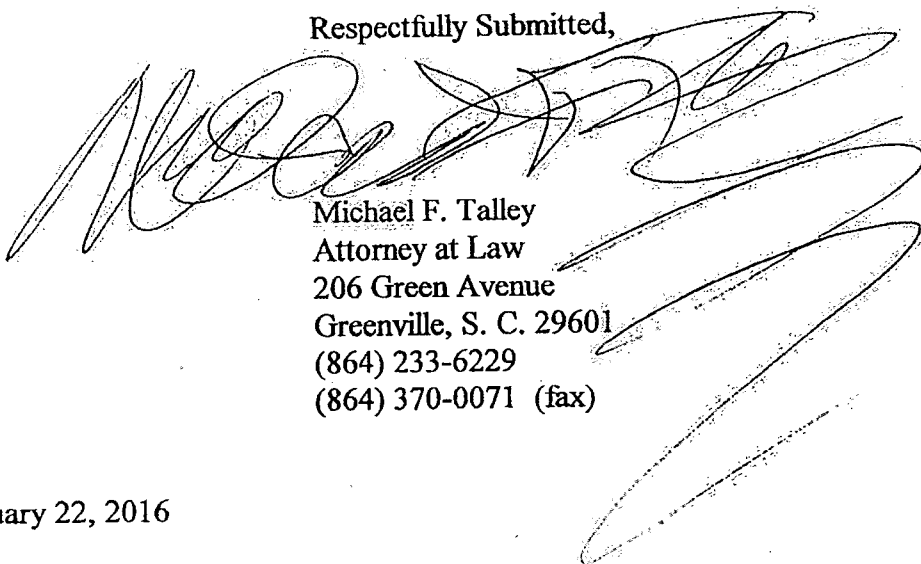
**WHEREFORE**, the Plaintiff respectfully prays as follows:

1. That this Court should issue its Ruling and Decree Judicially dissolving this Limited Liability Company, **Augusta South, LLC on this First Cause of Action;**
2. That this Court issues its Ruling or Decree reforming the within Bond For Title and substitute the Plaintiff **Christopher Lamar Atchison** as the purchaser

thereon in place of the Defendant The Augusta South, LLC for real estate located at 6013 Augusta Road, Greenville, S. C., 29605 under Tax Map No. 0398.00-01-001.00 and,

3. Award the Plaintiff reasonable attorney fees and the costs of this action;

Respectfully Submitted,



Michael F. Talley  
Attorney at Law  
206 Green Avenue  
Greenville, S. C. 29601  
(864) 233-6229  
(864) 370-0071 (fax)

Dated: February 22, 2016

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	Case Number: 2016 – CP – 23-01849
COUNTY OF GREENVILLE	)	
	)	
Christopher Lamar Atchison,	)	
Plaintiff,	)	
	)	
vs.	)	ANSWER of Collins Properties, L.P.
	)	
Veronica Jenkins, et al.	)	
	)	
<u>Defendants.</u>	)	

Defendant Collins Properties, L.P. (misnamed “Collins Property, L.P.” in the caption of the Complaint) (hereafter, “Collins”) answers the complaint as follows:

- 1) All allegations of the Complaint not hereafter admitted are denied
- 2) Collins admits so much of Paragraph 2 as alleges that it is a business located and owning real property in Greenville County and that it entered into a Bond for Title with Augusta South, LLC concerning property located in Greenville County.
- 3) Insofar as the Complaint alleges any liability on the part of Collins to Plaintiff or any other party, the same is denied.
- 4) Collins denies that Plaintiff is entitled to any relief as pled for in the Complaint.
- 5) Collins requests that this Court inquire into the facts of this case and render a verdict which protects Collins’ interest in the subject property.

WHEREFORE, Collins requests that Plaintiff’s lawsuit against it be dismissed with Prejudice.

s/C. Richard Stewart, SC Bar #5346  
Attorney for Defendant Collins Properties, L.P.  
11 Whitsett Street  
Greenville, SC 29601  
(864) 235-2019  
dstewart@attorneyrichardstewart.com

Grantee's Address: 10 Cleo St., Greenville, SC 29601

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

**BOND FOR TITLE**

THIS BOND FOR TITLE entered into the day and year hereinafter set forth by and between **Collins Properties, L.P.**, hereinafter referred to as "Seller", and **Augusta South, LLC**, hereinafter referred to as "Buyer":

For and in consideration of the sales price and the mutual covenants herein contained, the Seller does hereby agree to sell, and the Buyer does hereby agree to buy, the real property (hereinafter "the property") described as follows:

*All that certain piece, parcel, or lot of land, with all improvements thereon, situate, lying, and being in the State of South Carolina, County of Greenville, in Gantt Township, on the east side of Augusta Road, being the major portion of Lot No. 6 as shown on a plat of property of Albert G. Taylor, according to a plat thereof prepared by Dalton and Neves, Engineers, dated May of 1946 and recorded in Plat Book P at Page 49 in the Office of the ROD for Greenville County, and having the following metes and bounds:*

*BEGINNING at an iron pin on the southeast side of Augusta Road, at the intersection of East Gantt Street, and running thence with East Gantt Street S. 48-44 E. 193.5 feet to an iron pin; thence with a new line through lot No. 6, S. 36-13 W. 92.21 feet to an iron pin in the line of Lot No. 5; thence with the line of Lot 5, N. 51-03 W. 193.130 feet to an iron pin on the southeast side of Augusta Road; thence with the southeast side of said road N. 36-38 E. 100.0 feet to an iron pin, the point of BEGINNING.*

*This conveyance is made subject to all rights-or-way, easements, conditions, restrictions, and zoning ordinances appearing of record, on the recorded plat(s), or as may be apparent upon inspection of the property.*

*DERIVATION: See deed of Collins Music Co., Inc., dated December 31, 1993, and recorded June 1, 2005, in Deed Book 2147 at Page 865.*

.1. **Deed.** Subject to full payment of all amounts due hereunder, the Seller shall execute and deliver to the Buyer, or his assigns, a good and sufficient Warranty Deed to the property, conveying a good, marketable, fee simple title thereto, free of all liens and encumbrances, and subject only to rights-of-way and easements of public record and that are actually existing on the ground and are affecting the property, and subdivision setback lines, as exist at the time of the execution of this Bond for Title. At the time of delivery of the deed, the

2015012763  
BOND/TITLE Book: DE 2460 Page: 1702 - 1707 6 Pgs  
February 24, 2015 10:45:34 AM  
Rec: \$12.00  
FILED IN GREENVILLE COUNTY, SC *Timothy J. Manning*

Seller shall be responsible for the cost of preparation of the deed and for payment of the county deed transfer fees (formerly referred to as "deed stamps"). Buyer shall be responsible for all of Buyer's recurring and non-recurring closing costs.

2. **Purchase Price.** As the total purchase and sales price for the property, the Buyer hereby covenants and agrees to pay to the Seller the sum of **\$115,000.00**, in the following manner:

(a) Seller will give Buyer a credit of Fifteen Thousand and No/100 Dollars (\$15,000.00) towards the purchase price as consideration for Buyer's cost for repairing the roof and buyer's agreement to bear the full cost of future repairs to the premises conveyed hereunder that may become necessary during the term of this agreement, the receipt of which is acknowledged by Seller.

(b) Buyer will pay to Seller the remaining One Hundred Thousand and No/100 Dollars \$100,000.00 of the purchase price, plus interest at Six and Three Quarters Percent (6.75%) *per annum* and amortized over a period of Two Hundred Forty (240) months, to be paid in equal monthly installments of \$760.36, **commencing on March 12, 2015, and continuing on the 12<sup>th</sup> day of each month thereafter.** All unpaid principal and interest, plus all accrued fees, taxes, or assessments, shall be due and payable in full on **February 12, 2020**, which is the "Maturity Date". 2035

(c) In addition to the monthly payment of principal and interest, Buyer shall pay to Seller each month **beginning on March 12, 2015**, the sum of **\$192.34** which Seller shall maintain in escrow to be applied to each year's the annual taxes when due. The monthly payment of principal, interest, and tax escrow shall be **\$952.70**. The amount of the monthly escrow payment is subject to change due to increase in the amount of the annual taxes. If the annual taxes for any given tax year exceed the amount held in escrow by Seller, Borrower shall pay to Seller, within ten days of receipt of notice from Seller, the amount needed to pay the taxes in full. The Seller shall provide Buyer with written verification of the increase, and the annual tax escrow paid by Buyer to Seller shall be increased accordingly in the first month following the month in which the county tax bill is released to Buyer. At such time as Buyer pays this Bond for Title in full, the escrowed tax funds held by Seller shall be released to Buyer.

(d) Buyer shall make payments addressed to Seller at P.O. Box 429,

Taylor, SC 29687, or at such other address as Seller may designate in writing to Buyer;

- (e) Buyer shall have the right to prepay all of the amounts due pursuant to this Bond for Title at any time, without penalty, within the term provided for payment. In the event of prepayment, Seller shall furnish the deed as required hereunder within sixty (60) days of notice from Buyer of Buyer's intent to prepay; and
- e) If any payment due hereunder becomes more than five days past due, Borrower agrees to pay a late fee of \$100.00 for each monthly payment that becomes past due. This late fee shall be assessed only one time for each monthly payment.

3. **Occupancy.** Upon execution of this document and thereafter, as long as the covenants and conditions of this Bond for Title continue to be performed by the Buyer, the Buyer shall have the right to peaceably occupy, enjoy, and possess the property, without interruption from the Seller or anyone lawfully claiming through Seller.

4. **Maintenance, Taxes and Insurance.** The Buyer covenants that he will keep the property, including all improvements now existing or hereafter erected thereon, in a good state of maintenance and repair, reasonable wear and tear and damage by fire or other casualty alone excepted. Buyer shall, at buyer's expense, keep the property, and all improvements now or hereafter erected upon the property, insured against fire or other perils in a reputable company or companies authorized to do business in the State of South Carolina, in the sum of not less than the full insurable value of the property and improvements, with Seller named thereon as loss payee as Seller's interest may appear, and deliver to Seller annually proof of insurance coverage by producing for Seller the policy with the declarations page and a receipt confirming that the insurance premium has been paid and the policy renewed for each year during the term of this agreement. The Buyer shall also timely pay all assessments and property taxes of every kind and nature levied against the property when due.

5. **Default.** In the event that any of the amounts due hereunder shall not be paid when due (including, but not limited to, interest, principal, taxes, insurance, late charges, or assessments), or in the event the Buyer fails and neglects to carry out any of the terms, conditions, or obligations set forth in this Bond for Title, the Seller shall give written notice to Buyer, duly transmitted by regular United States Mail addressed to the last known mailing address of the Buyer, notifying the Buyer of such default, and, if the Buyer fails to remedy such default within ten (10) days after receipt of written notice thereof, Buyer shall be deemed to be in default on this Bond for Title, and Seller shall be entitled to seek all remedies available to Seller, either in law or in equity. The rights of the Seller herein shall not be construed to exclude any other remedy, suit, or action available to Seller, in law or equity, for the enforcement of this Bond for Title or for any amounts due thereon. The prevailing party shall be entitled to recover

from the non-prevailing party all attorney's fees, court costs, or other expenses incurred by the prevailing party in any action that involves the enforcement of any of the terms of this Bond for Title.

6. **Risk of Loss.** Destruction of, or damage to, any building or other improvements now or hereafter placed on the property, or of any personal property, if any, described in this contract, whether from fire or any other cause, shall not release the Buyer from any of his obligations under this contract, it being expressly understood that the Buyer bears all risk of loss or damage to the property.

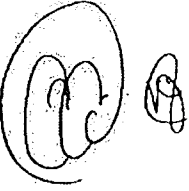
7. **Alterations.** The Buyer shall not renovate, remodel, or alter any building or improvement now or hereafter situated on the property, or construct any additional building, buildings, or improvements on the property, without submitting plans for such renovating, remodeling, or construction to the Seller. The requested improvements are not approved by Seller until Seller gives written notice to Buyer that Seller has approved the improvement plan. Seller's silence or failure to respond after Buyer's submission of the buyer's improvement request or plan to Seller shall be deemed to be Seller's denial of Buyer's request.

8. **Mechanics Liens.** The Buyer shall indemnify and hold the Seller and the property of the Seller, including the Seller's interest in the property, free and harmless from liability for any and all mechanic's liens or other expenses or damages resulting from any renovations, alterations, buildings, repairs, or other work placed on the property by the Buyer.

9. **Condition of Property.** Buyer takes the property in "as is" condition. Buyer acknowledges that he has inspected the property and accepts the property and all components thereof, including, but not limited to, the real property as described herein, the structure and all other improvements situated on the property, and all appliances, HVAC, plumbing, and electrical systems, in their current condition, and Seller shall have no liability for any repairs, maintenance, or replacement to the property, or the improvements thereon, subsequent to the date of signing of this document. Buyer agrees to take ownership to the property described hereinabove and be fully responsible for the complete cost of all necessary repairs and maintenance to the roof in its present and future condition, and to any other structure and all fixtures conveyed hereunder, from the date of this agreement forward. Buyer holds Seller harmless from any liability for the cost of repairs to the roof or from damages Buyer has, or may, incur that result from the condition of the roof. Seller is giving no warranty to the Buyer regarding the condition of the roof on the structure or in regards to the condition of any of the improvements or fixtures on the property.

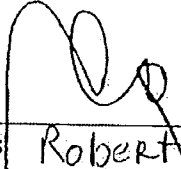
10. **Future Encumbrances.** Seller and the Buyer covenant and agree that neither party will encumber the property in any manner.

11. **Acknowledgment of Parties.** The parties acknowledge that Buyer has an interest in the property as long as Buyer fully performs hereunder. Each party will take no action to jeopardize the interest of the other and, in fact, will seek to protect, when necessary, the





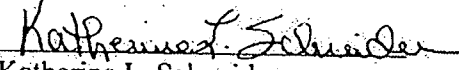
Witness Seller's signature this 12<sup>th</sup> day of February, 2015.

  
Witness Robert White

Valerie Barnes  
Witness Valerie Barnes

Collins Properties, L.P. (Seller)

By: Collins Properties of SC, Inc.,  
Its General Partner

  
Katherine L. Schneider  
President

STATE OF Louisiana )  
 )  
COUNTY OF ST. TAMMANY )

ACKNOWLEDGEMENT

PERSONALLY appeared the above-subscribed duly-authorized agents for Seller and acknowledged his/her execution of the foregoing Bond for Title this 12<sup>th</sup> of February, 2014.

  
Notary Public for the State of LOUISIANA  
My Commission expires: 9/26/16

VANESSA T. EDWARDS  
NOTARY PUBLIC, ST. TAMMANY PARISH  
State of Louisiana  
My Commission Expires at Death  
Commission # 515

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )  
Christopher Lamar Atchison, )  
Plaintiff, )

IN THE COURT OF COMMON PLEAS

2016-CP-23-01849

vs. )

NOTICE OF LIS PENDENS

Veronica Jenkins, in her individual and )  
Official Capacity as a Member or )  
Officer of Augusta South, LLC, )  
Augusta South, LLC, the South )  
Carolina Secretary of State and Collins )  
Property, L. P., )  
Defendants. )

Judicial Dissolution L. L. C.  
and  
Reformation of Deed  
(Bond For Title)

Property:  
6013 Augusta Road  
Greenville, S. C. 29605

FILED IN CLERK OF COURT  
PAUL A. H. HENSHER  
2016 MAR 21 PM 4 24

**NOTICE IS HEREBY GIVEN** that an Action is being commenced against the above named Defendants for Judicial Dissolution of a L.L.C. and the Reformation of a Deed (Bond for Title) of real estate located at 6013 Augusta Road, Greenville, S. C., 29605, under **Tax Map No. 0398.00-01-001.00** pursuant to a Bond For Title between the Defendants, Augusta South, LLC and Collins Properties, L. P. for the defendant Collins Properties, L. P. to sell the within real estate to the Defendant Augusta South, LLC for an Agreed upon sum of **\$115,000.00** which the parties entered into February 12, 2015 with the Bond for Title being recorded in the Office of the Register of Deeds for Greenville County February 24, 2015 in Deed Book **2460**, at **Page 1702** and the real estate which is the subject of this action is situated or located in Greenville County, and is described as follows, to-wit:

**"EXHIBIT A"**

All that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Gantt Township, on the east side of August Road, being the major portion of **Lot No. 6** as shown on a Plat of property of Albert Taylor, according to a plat thereof prepared by Dalton and Neves, Engineers, dated May of 1946, and recorded in Plat Book P, at **Page 49** in the Office of the Register of Deeds for Greenville County, and having the following metes and bounds:

**BEGINNING** at an iron pin on the southeast side of Augusta Road, at the intersection of East Gantt Street, and running thence the East Gantt Street S. 48-44 E. 193.5 feet to an iron pin; thence with a new line through lot No. 6, S. 36-13 W. 92.21 feet to an iron pin on the southeast side of Augusta Road; thence with the southeast side of said road N. 36-38 E. 100.0 feet to an iron pin, the point of **BEGINNING**.

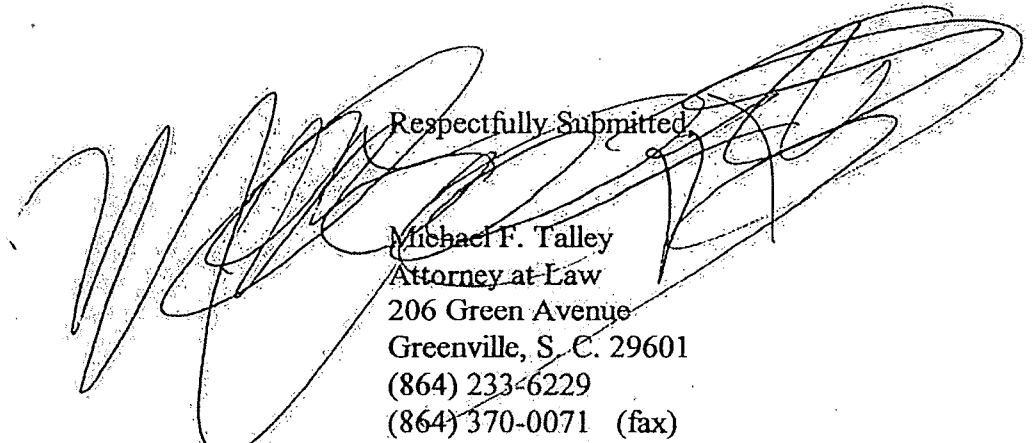
This conveyance is made subject to all rights-or-way, easements, conditions, restrictions, and zoning ordinances appearing of record, on the recorded plat(s), or as may be apparent upon inspection of the property.

**DERIVATION:** See deed of Collins Music Co., Inc., dated December 31, 1993, and recorded June 1, 2005, in **Deed Book 2147 at Page 865**.

**Property Address: 6013 Augusta Road, , Greenville, S. C. 29601**

**TAX MAP NO. 0398.00-01-001.00**

Respectfully Submitted,

  
Michael F. Talley  
Attorney at Law  
206 Green Avenue  
Greenville, S. C. 29601  
(864) 233-6229  
(864) 370-0071 (fax)

Dated: March 21, 2016

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS

Christopher Lamar Atchison, )  
Plaintiff, )  
vs. )

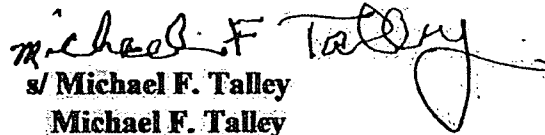
AFFIDAVIT OF DEFAULT  
2016-CP-23-01849

Veronica Jenkins, in her Individual )  
and Official Capacity as a Member )  
Augusta South, LLC, Augusta )  
South, LLC and Collins Properties, )  
L. P., )  
Defendants. )

FILED-CLERK OF COURT  
PAUL B. WICK  
GREENVILLE, SOUTH CAROLINA

2017 DEC -7 PM 12:56

PERSONALLY appeared before me the undersigned, who, being first duly sworn, says that (s)he is the attorney for the Plaintiff) in the above-captioned, and that more than thirty (30) days have elapsed since the attempted service of the Summons and Complaint upon the Defendant Veronica Jenkins and, exclusive of the day of such service, the Defendant Veronica Jenkins has failed to make notice of Appearance, or file an Answer or a Motion to Dismiss, as required by said Summons, and is/are, therefore, in default.

  
s/ Michael F. Talley  
Michael F. Talley

\_\_\_\_\_  
AFFIANT  
Attorney for the Plaintiff

Sworn to and Subscribed before  
me this the 7th day of December, 2017

s) Michanna Talley  
\_\_\_\_\_  
Michanna Talley  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 12-21-2021

Dec 18 2017  
REFERENCE ID: 1712181427044

*Mark Hammond*

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE  
ARTICLES OF ORGANIZATION  
Limited Liability Company – Domestic  
Filing Fee - \$110.00

**TYPE OR PRINT CLEARLY IN BLACK INK**

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws §33-44-202 and §33-44-203.

1. The name of the limited liability company (Company ending must be included in name\*)

Augusta South LLC

\*NOTE: The name of the limited liability company must contain one of the following endings: "limited liability company" or "limited company" or the abbreviation "LLC", "LLC", "L.C." "LC", or "Ltd. Co."

2. The address of the initial designated office of the limited liability company in South Carolina is

6013 Augusta Road

Street Address

Greenville

29605

City

Zip Code

3. The initial agent for service of process is

Veronica Jenkins

Name

Signature of Agent

and the street address in South Carolina for this initial agent for service of process is

10 Cleo Street

Street Address

Greenville

29601

City

Zip Code

4. List the name and address of each organizer. Only one organizer is required, but you may have more than one.

- (a) Veronica Jenkins

Name

10 Cleo Street

Street Address

Greenville

SC

29601

City

State

Zip Code

- (b) Christopher L. Atchison

Name

211 Stone Brook Farm Way

Street Address

Greenville

SC

29617

City

140821-0847

FILED: 08/15/2014

AUGUSTA SOUTH LLC

Filing Fee: \$110.00 ORIG



Mark Hammond

South Carolina Secretary of State

Dec 18 2017  
REFERENCE ID: 1712181427044

Name of Limited Liability Company Augusta South LLC

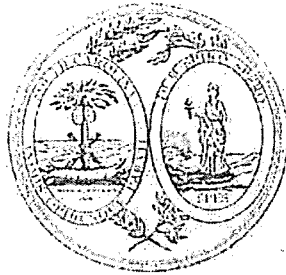
Mark Howard  
~~Mark Howard~~

5.  Check this box only if the company is to be a term company. If the company is a term company, provide the term specified. \_\_\_\_\_
6.  Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, include the name and address of each initial manager.
- (a) \_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City State Zip Code
- (b) \_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City State Zip Code
7.  Check this box only if one or more of the members of the company are to be liable for its debts and obligations under §33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members. This provision is optional and does not have to be completed.
8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time.  
\_\_\_\_\_
9. Any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement may be included on a separate attachment. Please make reference to this section if you include a separate attachment.
10. Each organizer listed under number 4 must sign.

Mark Howard  
Signature of Organizer  
Mark Howard  
Signature of Organizer

8/12/14  
Date  
8/12/14  
Date

# *The State of South Carolina*




*Office of Secretary of State Mark Hammond*

## **Certificate of Existence**

**I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:**

**AUGUSTA SOUTH LLC,**  
a limited liability company duly organized under the laws of the State of South Carolina on August 15th, 2014, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-809, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great Seal  
of the State of South Carolina this 18th day  
of December, 2017.

  
Mark Hammond, Secretary of State



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1 BY THE COURT: All right. This is 2016-01849, Atchison  
2 versus Jenkins and others.

3 I'm going to go through some of the history on this case  
4 just to make sure we have a clean record.

5 This is an action to dissolve an LLC and also to reform a  
6 Bond for Title. I will note that the Defendant Veronica Jenkins  
7 -- the Affidavit of Service says Veroncia, V-e-r-o-n-c-i-a. The  
8 caption has it spelled V-e-r-o-n-i-c-a. I'm assuming that these  
9 are one and the same person?

10 MS. TALLEY-TATE: Yes, Your Honor.

11 BY THE COURT: And it appears that the Defendant Jenkins was  
12 personally served at 10 Cleo Street on April 8, 2016 pursuant to  
13 an Affidavit of Service that was filed May 31, 2016. Ms.  
14 Jenkins, as registered agent for Augusta South, LLC was also  
15 served at the same time, date and location also pursuant to an  
16 Affidavit of Service that was filed May 31.

17 Subsequent to that, an Affidavit of Default was filed as to  
18 Defendant Veronica Jenkins only. That was filed December 7,  
19 2017.

20 Then there's Notice of today's hearing that was filed  
21 December 7, 2017 to -- while the letter is only to Veronica  
22 Jenkins, I find that this is sufficient notice to her both  
23 personally and on behalf of the LLC, and I did independently  
24 verify earlier this morning that she is the registered agent  
25 according to the South Carolina Secretary of State for Augusta

1 South, LLC.

2 Also, I'm going to have marked as an exhibit a letter that  
3 was sent apparently directly to Mr. Talley, the Plaintiff's  
4 attorney. It's dated April 11, 2016 that appears to be somewhat  
5 in the form of a pro se Answer. I understand this has not been  
6 filed with the Clerk of Court's Office. So, I'm going to make it  
7 an exhibit. Basically, she's asking to try and resolve the  
8 matter and to sit down with a mediator.

9 As far as the Plaintiff's attorneys, I understand there's  
10 never been any kind of settlement discussions with Ms. Jenkins  
11 nor any kind of mediation; is that correct?

12 MS. TALLEY-TATE: No, Your Honor.

13 BY THE COURT: All right. So, this will be marked then as  
14 Plaintiff's Exhibit 1.

15 (Letter dated April 11, 2016 to Michael Talley from Veronica  
16 Jenkins entered into evidence as Plaintiff's Exhibit No. 1)

17 BY THE COURT: Also, I did not see an Answer filed on behalf  
18 of the South Carolina Secretary of State. They are in the  
19 initial caption but not in the latest caption, and I don't see an  
20 Order disposing or dismissing them, but I did receive a copy of a  
21 letter from Ms. Talley indicating that the Answer had been filed  
22 with the Greenville County Clerk of Court's Office; however, the  
23 Secretary of State -- well, I don't want to assume anything.

24 Ms. Talley, was the South Carolina Secretary of State  
25 provided with Notice of today's hearing?

1 MR. STEWART: The time sequence is important there,  
2 Your Honor. The hearing, I believe, took place December the  
3 19th. There was another payment made a few days after that, I  
4 believe. The LLC was still in existence at that point. The LLC  
5 did not dissolve until you issued your Order in February. Once  
6 you issued your Order we returned all payments. We had an  
7 obligation to the LLC to accept the payments up until the time  
8 that the LLC no longer existed. It existed until you issued your  
9 Order in February.

10 THE COURT: All right. Let me ask one last question  
11 before I hear from Ms. Talley. What's the Court to do with the  
12 language in the Order filed February 1st, 2018 where it says in  
13 the next to the last paragraph, I further find that the issue of  
14 reformation of the bond for title shall be left to the plaintiff  
15 and Collins Properties to handle directly.

16 MR. STEWART: Should be negotiated between the  
17 parties, in other words. We choose not to reform or enter into a  
18 new bond for title. That's the answer. We do not want to have a  
19 bond for title with Mr. Atchison. We deny that he had a right to  
20 it. And we remain with that denial. We do not want to enter  
21 into a bond for title with Mr. Atchison.

22 THE COURT: Does this in some way implicitly set a  
23 course of dealings to say that Collins and Atchison will work  
24 something out?

25 MR. STEWART: I don't think it says it -- well, unless

1 MS. TALLEY-TATE: Yes, Your Honor. We would like to call  
2 Christopher Atchison to the stand.

3 BY THE COURT: Sir, if you would come around to the witness  
4 stand.

5 CHRISTOPHER LAMAR ATCHISON, BEING FIRST DULY SWORN,  
6 TESTIFIED AS FOLLOWS:

7 BY THE COURT: Come around and have a seat, please, sir.  
8 (complies)

9 And if you'll state your full name, please.

10 THE WITNESS: Christopher Lamar Atchison.

11 BY THE COURT: Thank you, sir. All right.

12 DIRECT EXAMINATION BY MS. TALLEY-TATE:

13 Q Mr. Atchison, could you tell the Court, what is your  
14 profession or what business dealings are you involved in? Just  
15 in general.

16 A Bail bonding.

17 Q And in addition to that, is there any other businesses that  
18 you are a part of?

19 A Night club.

20 Q At any point were you part of an LLC or are you part of an  
21 LLC known as Augusta South, LLC?

22 A Yes, ma'am.

23 Q How did you end up becoming a part of that LLC?

24 A I came into partnership with Veronica Jenkins -- the night  
25 club that she was involved with was kind -- it was doing bad.

1 She was about to close the doors. She met up with me and we had  
2 a discussion. She asked me if I would like to be a partner in  
3 the club and kind of change and turn things around, and she had  
4 no money to do so., So, I made the investment into the club to up  
5 fit the club, change the structure, change the name and we  
6 opened.

7 Q Now, prior to opening, did you all register with the  
8 Secretary of State?

9 A Prior to opening? No. We were already open at the time.

10 Q I'm going to show you this document. Would this be the  
11 Articles of Incorporation that were filed on behalf of Augusta  
12 South, LLC by Ms. Jenkins?

13 A Yes.

14 MS. TALLEY-TATE: I would like to enter this as Plaintiff's  
15 Exhibit 2.

16 (SC Secretary of State Articles of Organization entered into  
17 evidence as Plaintiff's Exhibit No. 2)

18 Q. Mr. Atchison, if you could review the Articles of  
19 Incorporation. What is the name of the organization on that  
20 document?

21 A Augusta South, LLC.

22 Q And the two members of the LLC?

23 A Veronica Jenkins and Christopher L. Atchison.

24 Q And would that be you?

25 A That's correct.

1 Q Could you tell me the date that it was filed with the  
2 Secretary of State?

3 A It looks like August 15<sup>th</sup> of 2014.

4 Q Was this what you were acting under while you were in  
5 business with Ms. Jenkins?

6 A Yes, I was.

7 Q Is it your understanding that it's currently in good  
8 standing with the Secretary of State?

9 A As far as I know.

10 Q Now, after you filed the Articles of Incorporation, at any  
11 point did you enter into an agreement with the owners of the  
12 property to attempt to purchase it?

13 A Yes.

14 Q What happened with that discussion? Did you enter into any  
15 type of agreement to purchase the property?

16 A We did.

17 Q Did you enter into any Bond for Title?

18 A Yes. Yes, we did.

19 Q Is this the document that you entered into with Collins  
20 Property?

21 A Yes, ma'am, it is.

22 MS. TALLEY-TATE: I would like to introduce that as  
23 Plaintiff's Exhibit 3.

24 (Bond for Title entered into evidence as Plaintiff's Exhibit  
25 No. 3)

1 MS. TALLEY-TATE: I believe the defense has this document.

2 MR. STEWART: We do have a copy of it, Your Honor.

3 BY THE COURT: All right. Thank you.

4 Q Looking at the Bond for Title, can you let us know, what was  
5 the -- what were the terms of that Bond for Title regarding  
6 Augusta South, LLC?

7 A To purchase the property, the sale price of the property was  
8 \$115,000.00. The building structure needed a roof, and we  
9 replaced the roof. The cost of the roof was \$15,000.00. They  
10 subtracted the cost of the roof from the overall cost of the  
11 purchase of the building, and from there we started making  
12 payments.

13 Q When you entered into this agreement, did you and  
14 Veronica Jenkins both entered into this Bond for Title with  
15 Collins Property; is that correct?

16 A That's correct.

17 Q At that point were you both making payments? How were the  
18 payments to Collins Property made between the two of you?

19 A Initially, we had reserve money from doing business, and it  
20 was -- the first two payments were made from the reserve money  
21 that we had. And then after, in May of 2015, we spoke on the  
22 phone, me and Veronica Jenkins, and she said she didn't have no  
23 monies to put toward the purchase of the property, no personal  
24 money, because all of the money that we had was gone through the  
25 business.

1 Q Now, after she made that statement, did you continue to make  
2 payments on the property?

3 A Yes, ma'am, I did.

4 Q About when did you start making the payments solely on your  
5 own?

6 A May of 2015.

7 Q Since May of 2015 has she offered any money to continue with  
8 those payments?

9 A Not one penny.

10 Q Is the business still operating in its location?

11 A No, it's closed.

12 Q What is the location? What is the address?

13 A 3410 Augusta Road.

14 Q Why is it closed?

15 A 6013 Augusta Road. I'm sorry.

16 Q Why is the business no longer operating?

17 A We had some issues. The County inspectors came in -- we had  
18 a buyer -- and then the County inspectors came in, and we had  
19 some electrical issues and the electrical needed to be updated  
20 and up fitted in the building. We had some contractors to come  
21 in. The cost was going to be anywhere from about \$25,000.00 to  
22 \$30,000.00 to do so. Me and Veronica spoke about it, we talked  
23 about it. Again, we had a contractor to come in, and she didn't  
24 have any money to put toward it and I wasn't going to do it  
25 solely by myself.

1 Q Has she provided you any money to make the payments on this  
2 building?

3 A No, not at all, not at all.

4 Q Has she reached out to you as far as you know since she  
5 stopped in, what, May of 2015?

6 A No, she hasn't made an attempt.

7 Q Let me show this to you. Is this a document of figures that  
8 you wrote up for purposes of this court today?

9 A Yes, ma'am.

10 MS. TALLEY-TATE: Let me show it to the defense.

11 I enter this as Plaintiff's Exhibit 4.

12 (Handwritten Accounting entered into evidence as Plaintiff's  
13 Exhibit No. 4)

14 Q Mr. Atchison, is this a document that you drew up for the  
15 purpose of court today?

16 A Yes, ma'am.

17 Q Can you explain the first figure on the top of that page  
18 that you wrote?

19 A The first figure is from May of 2015 to December 2015, and  
20 that's the payment. The payment is \$952.70. So, from May of  
21 2015 to December 2015, it's roughly about \$7,221.60 in payments  
22 made.

23 Q Okay. Just to be clear, the monthly payment that you are  
24 making, what is that amount?

25 A \$952.70.

1 Q And what was your estimation of how much you've paid on your  
2 own in all of 2016 on this property?

3 A \$11,432.40.

4 Q What about for 2017, what's your estimate?

5 A \$11,432.40.

6 Q So, you estimate since May of 2015 you've paid a total of  
7 how much?

8 A Around \$30,486.40.

9 Q In addition to those payments, is there any money that  
10 you're paying to just keep the bare minimum upkeep on the  
11 building?

12 A Yeah. I pay a maintenance, lawn care guy \$200.00 a month.

13 Q Up until today, approximately how much have you paid that  
14 you have paid on this building for that purpose?

15 A Roughly, around \$6,400.00.

16 Q Okay. Did you do anything else to the building in order to  
17 maintain the safety of the building?

18 A Yeah. I had to change the locks on the door because someone  
19 had broke into the back of the building. So, I had -- there were  
20 chains on the door. So, they cut the chain and kicked the door  
21 in. So, we had to replace the door and change the locks on the  
22 back of the building.

23 Q And you paid for that?

24 A Yes, ma'am.

25 Q Mr. Atchison, would you say that you and Ms. Jenkins are at

1 a deadlock regarding Augusta South, LLC?

2 A Yes.

3 Q Has either one of you tried to come together and work  
4 together for this purpose and reopen this building?

5 A No. I reached out to her again initially when the -- about  
6 the payments and she said she had no money to put toward the  
7 payments. She pretty much kind of just gave up and walked away  
8 from it.

9 Q So, do you think it's fair that you've paid all of the money  
10 on this building or most of the money on this building up until  
11 now and she no longer contributes?

12 A That's correct. Under the Bond for Title, I've paid all of  
13 the payments except for two that we paid together. The first two  
14 initial payments we paid from a reserve that we had in the  
15 business.

16 Q Mr. Atchison, what are you asking for this Court to do with  
17 Augusta South, LLC? What would you like to happen?

18 A I would like to continue paying on the building. I would  
19 like to retain ownership of the building myself and move forward  
20 with trying to reopen the establishment.

21 Q Do you still want to be a member with Ms. Jenkins on Augusta  
22 South, LLC?

23 A No.

24 Q Do you feel that Ms. Jenkins has abandoned her  
25 responsibilities in regard to Augusta South, LLC and the property

1 we're here on today?

2 A Certainly, I do.

3 MS. TALLEY-TATE: Let me confer with counsel?

4 BY THE COURT: Yes, ma'am.

5 All right. Any other questions?

6 MS. TALLEY-TATE: No other questions, Your Honor.

7 BY THE COURT: Mr. Stewart, any questions?

8 MR. STEWART: May it please the Court.

9 CROSS-EXAMINATION BY MR. STEWART:

10 Q Mr. Atchison, talking about Plaintiff's Exhibit 3, the Bond  
11 for Title --

12 MR. STEWART: Your Honor, do you have that exhibit?

13 BY THE COURT: Yes, sir.

14 Q I want to ask you, on the third page, No. 4 it talks about  
15 maintenance, taxes and insurance.

16 A Yes, sir.

17 Q It says that, "the buyer" -- which is you -- "will keep the  
18 property in a good state of maintenance and repair." And then it  
19 says, "the buyer shall at buyer's expense keep the property and  
20 all improvements now or hereafter erected upon the property  
21 insured against fire or other perils in a reputable company or  
22 companies authorized to do business in the state of South  
23 Carolina in the sum of not less than the full insurable value of  
24 the property with the seller named as loss payee." Now, do you  
25 have insurance on this property now?

1 A Yes, sir, I do.

2 Q The reason I'm asking is my client has received a Notice of  
3 Cancellation of Insurance, and the insurance is supposed to be  
4 canceled tomorrow, December 20th. My question to you is: Have  
5 you paid the insurance or do you know why it would be canceled?

6 A I received a notification. Initially, when I sat down with  
7 the agent and drew up the policy, they charged -- the amount of  
8 money, the down payment that I paid, it was short \$285.10 and  
9 they sent me a letter out and I paid that and it's been paid.  
10 It's been rectified.

11 Q Okay. So, have you received any kind of an acknowledgement  
12 from the insurance company that whatever they -- whyever (sic)  
13 they were canceling it, they're not canceling it anymore?

14 A As of yet, I haven't received anything, sir.

15 Q Do you know when you paid the \$285.00?

16 A It was last Wednesday, I believe, of last week.

17 Q All right.

18 MR. STEWART: I have no further questions.

19 BY THE COURT: Anything else, Ms. Talley?

20 MS. TALLEY-TATE: No, Your Honor.

21 BY THE COURT: Sir, are there any other assets other than  
22 this one piece of property under the Bond for Title of the LLC?

23 THE WITNESS: No, sir.

24 BY THE COURT: All right. Thank you, sir. You can step  
25 down.

1 (witness excused)

2 BY THE COURT: Anything else, Ms. Talley?

3 MS. TALLEY-TATE: No. We have nothing further.

4 BY THE COURT: Mr. Stewart, anything else for the record?

5 MR. STEWART: Nothing from us, Your Honor.

6 BY THE COURT: All right. I will grant the relief to  
7 dissolve the LLC. I don't think the Court can reform the Bond  
8 for Title, and the Court certainly can't re-write the Bond for  
9 Title. So, I have no problem dissolving the LLC, and then if  
10 y'all can work something out otherwise but that's beyond what the  
11 Court has the ability to grant as far as the reformation cause of  
12 action.

13 I will note my very fine court reporter has provided a copy  
14 -- there was a Stipulation of Dismissal with Prejudice as to the  
15 South Carolina Secretary of State that was filed February 14<sup>th</sup>.  
16 So, the Secretary of State is no longer a party, but the proposed  
17 Order would need to note that they are no longer a party.

18 Ms. Talley, if you would start working on a proposed Order  
19 and have it to my court reporter within the next two weeks, and  
20 then I'll be glad to take a look at whatever's submitted.

21 MS. TALLEY: Thank you, Your Honor.

22 -----END OF REQUESTED TRANSCRIPT OF RECORD-----  
23  
24  
25

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
COUNTY OF GREENVILLE ) THIRTEENTH JUDICIAL CIRCUIT

Christopher Lamar Atchison,

RECEIVED

Plaintiff,

APR 24 2018

ORDER

vs.

SC Court of Appeals

Veronica Jenkins, in her individual and )  
Official capacity as a member or Officer )  
of Augusta South, LLC; August South LLC, )  
and Collins Properties, L.P., )

Docket No. 2016-CP-23-01849

Defendants. )

**Date of Hearing:** December 19, 2018  
**Presiding Judge:** Honorable Charles B. Simmons, Jr.  
**Plaintiff's Attorneys:** Michanna T. Tate and Michael F. Talley Sr.  
**Defendant Veronica Jenkins' Attorney:** None  
**Defendant Collins Properties' Attorney:** Richard Stewart  
**Court Reporter:** Wanda Fudge

This matter came before me pursuant to a Summons, Complaint, and Lis Pendens filed by the Plaintiff seeking judicial dissolution of Augusta South, LLC and reformation of a Bond for Title granted to Augusta South, LLC from Collins Properties, L.P.

The property at issue in this case is located at 6013 Augusta Road, Greenville, SC 29605, Tax Map No. 0398.00-01-001.00.

After proper notice, a hearing was held on December 19, 2018, with the Plaintiff being present and represented by Michanna Talley Tate and Michael F. Talley Sr. The Defendant, Veronica Jenkins was not present and was not represented by counsel. The Defendant Collins Properties, L.P. was represented by Richard Stewart.

This case was referred to me pursuant to an Order of Reference signed by the Clerk of Court on September 22, 2017, for the purposes of taking testimony, making

findings of fact, and conclusions of law, with leave to enter final judgment. I find that this Court has jurisdiction over the subject matter and parties to this action. I further find that all parties were properly served with pleadings and Notice of Hearing, and that all parties are therefore properly before the Court.

The Plaintiff Christopher Lamar Atchison testified that he and the Defendant Veronica Jenkins were both organizing members of Augusta South, LLC. He further testified that prior to the formation of Augusta South, LLC, Veronica Jenkins operated a business at 6013 Augusta Road, Greenville, SC 29605. She asked him to join in the business with her. He accepted and invested money in the business. That money was used for upfit of the building as well as installation of a new roof. Augusta South, LLC was issued a Bond for Title from Collins Properties, L.P., the owners of the property noted herein. Said Bond for Title was recorded in the Greenville County Register of Deeds Office in Deed Book 2460 at Page 1702 on February 24, 2015.

The Plaintiff testified that subsequent to entering into the Bond for Title the Plaintiff and the Defendant Veronica Jenkins split the costs of the business. According to the Plaintiff, Veronica Jenkins' portion of expenses came from the revenue in the business. Once there was no more business revenue to cover expenses she failed to pay any additional business expenses. At or about that time, Greenville County required the electrical in the property at issue to be updated which would have required a large amount of monies. The Plaintiff and the Defendant Veronica Jenkins then came to a standstill. No repairs were ever made and the business has ceased. However, the Plaintiff has continued to make all payments to the Defendant Collins Properties, L.P. in connection with the Bond for Title described herein.

On cross examination, the Plaintiff testified that a current insurance policy does exist on the property at issue.

Based on the evidence presented at the hearing, I find that the Plaintiff, Christopher Lamar Atchison, has contributed solely to the business of Augusta South, LLC following the Defendant, Victoria Jenkins' failure to contribute to the property. I find that there are grounds for dissolution of Augusta South, LLC. I further find that the issue of reformation of the Bond for Title shall be left to the Plaintiff and Collins Properties, L.P. to handle directly.

**NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that Augusta South, LLC is dissolved. Further, Plaintiff's attorney shall within 10 days of this Order being filed provide a copy of said Order to the South Carolina Secretary of State.

**IT IS SO ORDERED.**

**JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW**



Greenville Common Pleas

**Case Caption:** Christopher Lamar Atchison vs. Veronica Jenkins , defendant, et al  
**Case Number:** 2016CP2301849  
**Type:** Master/Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

Electronically signed on 2018-02-01 13:54:54 page 4 of 4

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

Christopher Lamar Atchison, )

Plaintiff, )

vs. )

Veronica Jenkins et al, )

Defendants )

IN THE COURT OF COMMON PLEAS  
2016 - CP - 23 - 01849

MOTION FOR SUMMARY JUDGMENT

TO: Plaintiff and his attorney, Michael F. Talley:

YOU WILL PLEASE TAKE NOTICE that Defendant Collins Properties, L.P. will move, on a date and at a time to be announced by the Court, for an Order granting Summary Judgment to Defendant for dismissal of the Plaintiff's action against it for reformation of the Bond for Title. The grounds for this motion are that there is no question of fact for the Court to decide but that the subject Bond for Title is null and void and that Defendant is entitled to the relief requested as a matter of law.

This motion shall be based on the orders, pleadings, exhibits and/or affidavits filed or to be filed in this case.

s/C. Richard Stewart  
Attorney for Defendant  
11 Whitsett Street  
Greenville, SC 29601  
864-235-2019  
SC Bar #5346

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS

Christopher Lamar Atchison, )  
Plaintiff, )  
vs. )

**PLAINTIFF'S MEMORANDUM  
OPPOSING DEFENDANT COLLINS  
PROPERTIES' MOTION FOR SUMMARY  
JUDGMENT  
2016-CP-23-1849**

Veronica Jenkins, in her individual )  
and official capacity as a Member )  
or Officer of Augusta South, LLC, )  
Augusta South, LLC, and Collins )  
Properties, L. P., )  
Defendants. )

FILED-CLERK OF COURT  
PAUL B. WOODRUFF, CLERK  
GREENVILLE, SC

2018 MAR 16 PM 4:09

**STATEMENT OF THE CASE**

The Plaintiff instituted this action against the Defendant Veronica Jenkins to dissolve the LLC, Augusta South, LLC, that they had organized and incorporated in August, 2014 to operate a Nightclub and Lounge and purchase the building from Defendant Collins Properties, L.P., that housed the Nightclub.

At the trial of this cause on December 19, 2017, the Plaintiff testified both at trial and in his attached Affidavit that he and the defendant Veronica Jenkins were both organizing members of Augusta South, LLC. (Copy of Certificate attached as **EXHIBIT A**). The Plaintiff also testified at trial that, prior to the formation of Augusta South, LLC, (on August 15, 2014) Defendant Veronica Jenkins had operated a nightclub in a building at 6013 Augusta Road, Greenville, SC. 29605 that was owned by Defendant Collins Properties, L. P. The Plaintiff accepted the invitation of defendant Veronica Jenkins to join the business and invested money in the business. The money was used to operate the business and install a new roof pursuant to an agreement with the Defendant Collins Properties, L. P. The Plaintiff and the defendant, operating as Augusta South.

LLC, was Issued a Bond for Title by defendant Collins Properties, the owners of the property for \$115,00.00 and the Plaintiff and the defendant Veronica Jenkins were given a credit of \$15,000.00 by the owners Collins PROPERTIES, L. P., to install a new roof. The Bond for Title was recorded in the Greenville County Office of the Register of Deeds in Deed Book 2460, at Page 1702 on February 24, 2015.

**(Copy of Bond for Title attached as EXHIBIT B).**

Initially, the Plaintiff and the Defendant Veronica Jenkins split the expenses of the business, but, thereafter, the Plaintiff testified that, after Greenville County required the electrical system to be upgraded there was no more business revenue, and the Defendant Veronica Jenkins failed to pay or contribute any more business expenses but the Plaintiff continued to make all monthly mortgage payments to the Defendant Collins Properties, L. P. and even paid the mortgage payment on December 29, 2017 which **THE DEFENDANT COLLINS PROPERTIES, L. P., ACCEPTED AND KEPT** After the Hearing of this cause on December 19, 2017.

Although the defendant Collins Properties, L. P., returned the Plaintiff's mortgage payments of FEBRUARY 1, and March 1, 2018, SAID DEFENDANT **KEPT THE PLAINTIFF'S MORTGAGE PAYMNT** that was made on December 29, 2017 for the payment on JANAURY 1, 2018, and **THAT PAYMENT WAS NEVER RETURNED.** (Copy of Cash Flow Data or Installment Receivables attached hereto as EXHIBIT C).

Since this Defendant Collins Properties, L. P., accepted and kept the

**Plaintiff's monthly mortgage payment on December 29, 2017, (After the Hearing on December 19, 2017, it has waived its objections to the aforesaid Bond for Title and IT IS TOO LATE TO OBJECT NOW.**

**Also, in its Answer interposed and attached hereto as EXHIBIT D, the defendant Collins Properties, L. P., never raised the issue or pleaded that "It should not have to honor the Bond for Title entered herein with Augusta South, LLC, if it were dissolved. Further, during the hearing, this issue was not raised by this defendant, Collins Properties, L. P. and it had NO OBJECTIONS TO THE PROPOSED ORDER WHEN IT WAS FORWARDED THE PROPOSED ORDER BY THE PLAINTIFF'S ATTORNEYS.**

**After the Order was signed and entered of record on February 1, 2018, said defendant did not APPEAL or file a Motion for Reconsideration and, accordingly, this matter was and is RES JUDICATA.**

**THIS MATTER WAS TRIED on December 19, 2017.**

**For the foregoing and stated reasons, the defendant's Motion for Summary Judgment should and must be dismissed.**

#### **ARGUMENT**

**In order to obtain a Summary Judgment, the moving party must sustain his burden of showing that there is no genuine issue as to any material facts and that he is entitled to a judgment as a matter of law, Doff vs. Brunswick Corp., (C.A. 9th 1967) and all the evidence and the reasonable inferences to be drawn therefrom must be viewed in the light**

most favorable to the opposing party, Daniel vs. Days Inn of America, Inc., 356 S. E. 2d 129 (S.C. App. 1987); Williams vs. Chesterfield Lumber Co., 267 S. C. 607, 230 S. E. 2d 447 (1976); Adickes vs. S. H. Kress & co., 398 U. S. 144 (1970) and the evidence supporting the moving party is closely scrutinized while that of the opposing party is treated indulgently, Daniel vs. Days Inn of America, Supra; Dyer vs. Moss, 284 S. C. 208, 325 S. E. 2d 69 (S. C. App. 1985).

On a motion for Summary Judgment, the Court cannot try issues of fact, it can only determine whether there are issues to be tried, Minnesota Min. & Mfg. Co. vs. U. S. Rubber Co., 279 F. 2d 409 (C. A. 4th 1960) and where there is a genuine issue as to any material fact, Summary Judgment must be denied, Davis v. Satterfield Construction Company, 263 S. C. 356, 210 S. E. 2d 596 (1974). It also has been said that a motion for summary judgment should not be granted if there is the slightest doubt as to the facts, Morrissey vs. Proctor & Gamble Co., 379 F. 2d 675 (C. A. 1st, 1960).

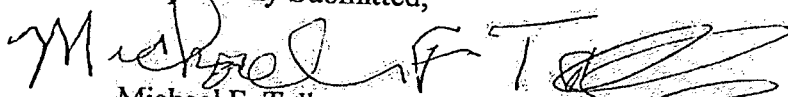
In the present case at bar, this matter was resolved at trial on December 19, 2017. Accordingly, there are several factual issues to be determined by the trier of fact, such as did the Defendant Collins Properties, L. P. raise this issue by its Answer. Did it waive its right to contest/question/refuse to recognize the Bond for Title when it accepted the Plaintiff's mortgage payment on December 29, 2017 and fail to object to the proposed Order ending this matter.

Since all of these questions are answered in the affirmative and was merged in and answered by this Court Order of February 1, 2018, they cannot be raised now or relitigated now.

CONCLUSION

For the foregoing reasons, the defendant's Motion for a Summary Judgment must and should be denied.

Respectfully Submitted,



Michael F. Talley  
Attorney at Law  
206 Green Avenue  
Greenville, S. C. 29601  
(864) 233-6229  
(864) 370-0071 (fax)

Michanna Talley  
Attorney at Law  
P. O. Box 8175  
Greenville, S. C. 29604

Dated: March 15, 2018

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

N THE COURT OF COMMON PLEAS

Christopher Lamar Atchison, )  
Plaintiff, )  
vs. )  
Veronica Jenkins, in her individual )  
Official Capacity as a Member or )  
Officer of Augusta South, LLC, )  
Augusta South, LLC, and Collins )  
Properties, L.P., )  
Defendants. )

**AFFIDAVIT  
OF  
THE PLAINTIFF**

**2016-CP-23-1849**

FILED-CLERK OF COURT  
PAUL B. WOODRUM  
GREENVILLE

2018 MAR 16 PM 4:11

**COMES NOW the Plaintiff**, and, being duly sworn, depose and say as follows:

1. That he is the Plaintiff in the above action.
2. That in the above action, he sought to dissolve the Limited Liability Company, Augusta South, LLC, that he formed with Defendant Veronica Jenkins on August 15, 2014 to operate a nightclub or lounge at 6013 Augusta Road, Greenville, S. C., 29605.
3. That prior to August 15, 2014, the defendant Veronica Jenkins invited the Plaintiff to join her in the business. The Plaintiff accepted her invitation and they formed the aforesaid LLC.
4. That the Plaintiff and the defendant Veronica Jenkins was granted a Bond for Title for the building at 6013 Augusta Road, Greenville, S. C., 29605, for **\$115,000.00 by the owners Collins Properties, L. P.**, under the LLC, Augusta South, LLC, and the Bond For Title was recorded in the Greenville

County office of the Register of Deeds in Deed Book 2460, at Page 1702

on February 25, 2015.

5. That the Plaintiff and the Defendant Veronica Jenkins were given a credit of \$15,000.00 to install a new roof and the Plaintiff and Veronica Jenkins started paying the defendant Collins Properties, L. P. mortgage payments of \$760.36 for 240 months beginning on February 15, 2015 toward \$100,000.00;

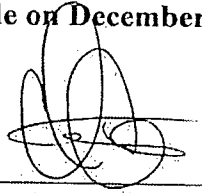
6. That initially, they split the expenses and paid the expenses from the revenue of the business. That however, shortly thereafter, Greenville County required the electrical system to be upgraded and the installation of a new roof on the building that housed the nightclub and which was owned by the Defendant Collins Properties, L. P.;

7. That after the nightclub ceased business, there was no businesses revenue and the defendant veronica Jenkins failed to pay any additional expenses but the Plaintiff continued to make the mortgage payments on his own toward the aforesaid Bond for Title with the Defendant Collins Properties, L. P., and Collins Properties continued to accept the mortgage payments from the plaintiff;

8 That at the trial of this cause on December 19, 2017, the defendant Collins Properties, L. P. informed the court that as long as they were receiving their mortgage payments, they had no objections to the proceedings.

9. That after the trial on December 19, 2017, Collins Properties accepted my mortgage payment on December 29, 2017 and, although they returned my mortgage

payments that I made the last of January and February, 2018, they did **not return my**  
mortgage payment that I made on **December 29, 2017.**



**Christopher Lamar Atchison**

Sworn to and Subscribed before me

on 16<sup>th</sup> day of March, 2018

Michaela Tally Tate  
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 12-21-2021

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

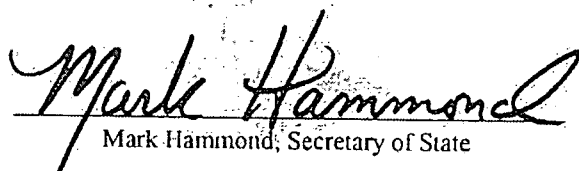
## **Certificate of Existence**

**I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:**

**AUGUSTA SOUTH LLC,**

a limited liability company duly organized under the laws of the State of South Carolina on August 15th, 2014, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-809, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great Seal  
of the State of South Carolina this 18th day  
of December, 2017.

  
Mark Hammond, Secretary of State

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 Installment Receivable - Augusta South LLC
 

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Rate Period ..... : Monthly

Nominal Annual Rate .... : 6.750 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1	Loan	02/12/2015	100,000.00	1	
2	Payment	03/23/2015	760.36	1	
3	Loan	04/27/2015	100.00	1	
4	Payment	04/27/2015	760.36	1	
5	Payment	04/27/2015	100.00	1	
6	Payment	05/14/2015	760.36	1	
7	Loan	08/07/2015	100.00	1	
8	Loan	08/07/2015	100.00	1	
9	Payment	08/07/2015	1,520.72	1	
10	Payment	08/07/2015	200.00	1	
11	Loan	09/10/2015	100.00	1	
12	Payment	09/10/2015	760.36	1	
13	Payment	09/10/2015	100.00	1	
14	Loan	09/23/2015	100.00	1	
15	Payment	09/23/2015	760.36	1	
16	Payment	09/23/2015	100.00	1	
17	Loan	11/06/2015	100.00	1	
18	Payment	11/06/2015	1,520.72	1	
19	Payment	11/06/2015	100.00	1	
20	Payment	12/31/2015	0.00	1	
21	Loan	01/09/2016	100.00	1	
22	Payment	01/09/2016	760.36	1	
23	Payment	01/09/2016	100.00	1	
24	Loan	02/01/2016	100.00	1	
25	Payment	02/01/2016	760.56	1	
26	Payment	02/01/2016	100.00	1	
27	Loan	03/01/2016	100.00	1	
28	Payment	03/01/2016	858.08	1	
29	Loan	04/08/2016	100.00	1	
30	Payment	04/08/2016	1,715.32	1	
31	Loan	06/24/2016	200.00	1	
32	Payment	06/24/2016	200.00	1	
33	Payment	06/24/2016	1,415.32	1	
34	Payment	08/15/2016	1,465.32	1	
35	Payment	08/15/2016	100.00	1	
36	Loan	08/15/2016	100.00	1	
37	Payment	09/02/2016	859.66	1	
38	Payment	11/04/2016	860.66	1	
39	Loan	11/04/2016	100.00	1	
40	Payment	12/19/2016	100.00	1	
41	Payment	12/19/2016	1,520.32	1	
42	Payment	12/31/2016	0.00	1	
43	Loan	01/25/2017	100.00	1	
44	Payment	01/25/2017	100.00	1	
45	Payment	01/25/2017	660.16	1	
46	Loan	03/06/2017	100.00	1	
47	Payment	03/06/2017	760.36	1	
48	Payment	03/06/2017	758.96	1	
49	Payment	03/06/2017	100.00	1	
50	Loan	05/12/2017	100.00	1	
51	Payment	05/12/2017	100.00	1	
52	Payment	05/12/2017	670.16	1	
53	Loan	05/24/2017	100.00	1	

Installment Receivable - Augusta South LLC

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
54	Payment	05/24/2017	100.00	1	
55	Payment	05/24/2017	760.36	1	
56	Payment	05/24/2017	90.20	1	
57	Loan	06/23/2017	100.00	1	
58	Payment	06/23/2017	760.36	1	
59	Payment	06/23/2017	100.00	1	
60	Payment	07/14/2017	764.36	1	
61	Payment	08/18/2017	764.36	1	
62	Loan	08/18/2017	100.00	1	
63	Payment	08/18/2017	100.00	1	
64	Payment	09/01/2017	764.36	1	
65	Payment	10/05/2017	760.36	1	
66	Payment	11/10/2017	807.66	1	
67	Payment	12/06/2017	807.66	1	
68	Loan	12/06/2017	0.07	1	Escrow Shortage
69	Payment	12/19/2017	0.00	1	
70	Payment	12/20/2017	0.00	1	
71	Payment	12/21/2017	0.00	1	
72	Payment	12/22/2017	0.00	1	
73	Payment	12/26/2017	0.00	1	
74	Payment	12/27/2017	0.00	1	
75	Payment	12/28/2017	0.00	1	
76	Payment	12/29/2017	0.00	1	
77	Payment	01/02/2018	0.00	1	

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Principal	Balance Due	Total
Loan 02/12/2015	100,000.00		0.00	0.00	0.00	0.00	100,000.00	100,000.00	
1 03/23/2015		760.36	765.92	760.36	0.00	5.56	100,000.00	100,005.56	
Loan 04/27/2015	100.00		636.47	0.00	0.00	642.03	100,100.00	100,742.03	
2 04/27/2015		760.36	0.00	642.03	118.33	0.00	99,981.67	99,981.67	
3 04/27/2015		100.00	0.00	0.00	100.00	0.00	99,881.67	99,881.67	
4 05/14/2015		760.36	314.01	314.01	446.35	0.00	99,435.32	99,435.32	
Loan 08/07/2015	100.00		1,559.98	0.00	0.00	1,559.98	99,535.32	101,095.30	
Loan 08/07/2015	100.00		0.00	0.00	0.00	1,559.98	99,635.32	101,195.30	
5 08/07/2015		1,520.72	0.00	1,520.72	0.00	39.26	99,635.32	99,674.58	
6 08/07/2015		200.00	0.00	39.26	160.74	0.00	99,474.58	99,474.58	
Loan 09/10/2015	100.00		614.73	0.00	0.00	614.73	99,574.58	100,189.31	
7 09/10/2015		760.36	0.00	614.73	145.63	0.00	99,428.95	99,428.95	
8 09/10/2015		100.00	0.00	0.00	100.00	0.00	99,328.95	99,328.95	
Loan 09/23/2015	100.00		238.80	0.00	0.00	238.80	99,428.95	99,667.75	
9 09/23/2015		760.36	0.00	238.80	521.56	0.00	98,907.39	98,907.39	
10 09/23/2015		100.00	0.00	0.00	100.00	0.00	98,807.39	98,807.39	
Loan 11/06/2015	100.00		793.34	0.00	0.00	793.34	98,907.39	99,700.73	
11 11/06/2015		1,520.72	0.00	793.34	727.38	0.00	98,180.01	98,180.01	
12 11/06/2015		100.00	0.00	0.00	100.00	0.00	98,080.01	98,080.01	
13 12/31/2015		0.00	987.01	0.00	0.00	987.01	98,080.01	99,067.02	
2015 Totals	100,600.00	7,443.24	5,910.26	4,923.25	2,519.99				
Loan 01/09/2016	100.00		163.24	0.00	0.00	1,150.25	98,180.01	99,330.26	
14 01/09/2016		760.36	0.00	760.36	0.00	389.89	98,180.01	98,569.90	
15 01/09/2016		100.00	0.00	100.00	0.00	289.89	98,180.01	98,469.90	
Loan 02/01/2016	100.00		417.60	0.00	0.00	707.49	98,280.01	98,987.50	

## Installment Receivable - Augusta South LLC

	Date	Loan	Payment	Interest		Principal Paid	Balance Due		Total
				Accrued	Paid		Interest	Principal	
	16	02/01/2016	760.56	0.00	707.49	53.07	0.00	98,226.94	98,226.94
	17	02/01/2016	100.00	0.00	0.00	100.00	0.00	98,126.94	98,126.94
Loan		03/01/2016	100.00	551.96	0.00	0.00	551.96	98,226.94	98,778.90
	18	03/01/2016	858.08	0.00	551.96	306.12	0.00	97,920.82	97,920.82
Loan		04/08/2016	100.00	677.57	0.00	0.00	677.57	98,020.82	98,698.39
	19	04/08/2016	1,715.32	0.00	677.57	1,037.75	0.00	96,983.07	96,983.07
Loan		06/24/2016	200.00	1,378.02	0.00	0.00	1,378.02	97,183.07	98,561.09
	20	06/24/2016	200.00	0.00	200.00	0.00	1,178.02	97,183.07	98,361.09
	21	06/24/2016	1,415.32	0.00	1,178.02	237.30	0.00	96,945.77	96,945.77
	22	08/15/2016	1,465.32	921.81	921.81	543.51	0.00	96,402.26	96,402.26
	23	08/15/2016	100.00	0.00	0.00	100.00	0.00	96,302.26	96,302.26
Loan		08/15/2016	100.00	0.00	0.00	0.00	0.00	96,402.26	96,402.26
	24	09/02/2016	859.66	320.90	320.90	538.76	0.00	95,863.50	95,863.50
	25	11/04/2016	860.66	1,113.92	860.66	0.00	253.26	95,863.50	96,116.76
Loan		11/04/2016	100.00	0.00	0.00	0.00	253.26	95,963.50	96,216.76
	26	12/19/2016	100.00	805.99	100.00	0.00	959.25	95,963.50	96,922.75
	27	12/19/2016	1,520.32	0.00	959.25	561.07	0.00	95,402.43	95,402.43
	28	12/31/2016	0.00	211.71	0.00	0.00	211.71	95,402.43	95,614.14
2016 Totals		800.00	10,815.60	6,562.72	7,338.02	3,477.58			
Loan		01/25/2017	100.00	441.07	0.00	0.00	652.78	95,502.43	96,155.21
	29	01/25/2017	100.00	0.00	100.00	0.00	552.78	95,502.43	96,055.21
	30	01/25/2017	660.16	0.00	552.78	107.38	0.00	95,395.05	95,395.05
Loan		03/06/2017	100.00	748.30	0.00	0.00	748.30	95,495.05	96,243.35
	31	03/06/2017	760.36	0.00	748.30	12.06	0.00	95,482.99	95,482.99
	32	03/06/2017	758.96	0.00	0.00	758.96	0.00	94,724.03	94,724.03
	33	03/06/2017	100.00	0.00	0.00	100.00	0.00	94,624.03	94,624.03
Loan		05/12/2017	100.00	1,169.51	0.00	0.00	1,169.51	94,724.03	95,893.54
	34	05/12/2017	100.00	0.00	100.00	0.00	1,069.51	94,724.03	95,793.54
	35	05/12/2017	670.16	0.00	670.16	0.00	399.35	94,724.03	95,123.38
Loan		05/24/2017	100.00	210.21	0.00	0.00	609.56	94,824.03	95,433.59
	36	05/24/2017	100.00	0.00	100.00	0.00	509.56	94,824.03	95,333.59
	37	05/24/2017	760.36	0.00	509.56	250.80	0.00	94,573.23	94,573.23
	38	05/24/2017	90.20	0.00	0.00	90.20	0.00	94,483.03	94,483.03
Loan		06/23/2017	100.00	524.19	0.00	0.00	524.19	94,583.03	95,107.22
	39	06/23/2017	760.36	0.00	524.19	236.17	0.00	94,346.86	94,346.86
	40	06/23/2017	100.00	0.00	0.00	100.00	0.00	94,246.86	94,246.86
	41	07/14/2017	764.36	366.01	366.01	398.35	0.00	93,848.51	93,848.51
	42	08/18/2017	764.36	597.32	597.32	167.04	0.00	93,681.47	93,681.47
Loan		08/18/2017	100.00	0.00	0.00	0.00	0.00	93,781.47	93,781.47
	43	08/18/2017	100.00	0.00	0.00	100.00	0.00	93,681.47	93,681.47
	44	09/01/2017	764.36	242.55	242.55	521.81	0.00	93,159.66	93,159.66
	45	10/05/2017	760.36	592.94	592.94	167.42	0.00	92,992.24	92,992.24
	46	11/10/2017	807.66	609.07	609.07	198.59	0.00	92,793.65	92,793.65
	47	12/06/2017	807.66	446.17	446.17	361.49	0.00	92,432.16	92,432.16
Loan		12/06/2017	0.07	0.00	0.00	0.00	0.00	92,432.23	92,432.23
	48	12/19/2017	0.00	222.22	0.00	0.00	222.22	92,432.23	92,654.45
	49	12/20/2017	0.00	17.09	0.00	0.00	239.31	92,432.23	92,671.54
	50	12/21/2017	0.00	17.09	0.00	0.00	256.40	92,432.23	92,688.63
	51	12/22/2017	0.00	17.09	0.00	0.00	273.49	92,432.23	92,705.72
	52	12/26/2017	0.00	68.37	0.00	0.00	341.86	92,432.23	92,774.09
	53	12/27/2017	0.00	17.09	0.00	0.00	358.95	92,432.23	92,791.18
	54	12/28/2017	0.00	17.09	0.00	0.00	376.04	92,432.23	92,808.27
	55	12/29/2017	0.00	17.09	0.00	0.00	393.13	92,432.23	92,825.36
2017 Totals		600.07	9,729.32	6,340.47	6,159.05	3,570.27			
	56	01/02/2018	0.00	68.37	0.00	0.00	461.50	92,432.23	92,893.73
2018 Totals		0.00	0.00	68.37	0.00	0.00			

Installment Receivable - Augusta South LLC

Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Balance Due		Total
						Interest	Principal	
Grand Totals	102,000.07	27,988.16	18,881.82	18,420.32	9,567.84			

Grantee's Address: 10 Cleo St., Greenville, SC 29601

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

**BOND FOR TITLE**

THIS BOND FOR TITLE entered into the day and year hereinafter set forth by and between **Collins Properties, L.P.**, hereinafter referred to as "Seller", and **Augusta South, LLC**, hereinafter referred to as "Buyer":

For and in consideration of the sales price and the mutual covenants herein contained, the Seller does hereby agree to sell, and the Buyer does hereby agree to buy, the real property (hereinafter "the property") described as follows:

*All that certain piece, parcel, or lot of land, with all improvements thereon, situate, lying, and being in the State of South Carolina, County of Greenville, in Gantt Township, on the east side of Augusta Road, being the major portion of Lot No. 6 as shown on a plat of property of Albert G. Taylor, according to a plat thereof prepared by Dalton and Neves, Engineers, dated May of 1946 and recorded in Plat Book P at Page 49 in the Office of the ROD for Greenville County, and having the following metes and bounds:*

*BEGINNING at an iron pin on the southeast side of Augusta Road, at the intersection of East Gantt Street, and running thence with East Gantt Street S. 48-44 E. 193.5 feet to an iron pin; thence with a new line through lot No. 6, S. 36-13 W. 92.21 feet to an iron pin in the line of Lot No. 5; thence with the line of Lot 5, N. 51-03 W. 193.130 feet to an iron pin on the southeast side of Augusta Road; thence with the southeast side of said road N. 36-38 E. 100.0 feet to an iron pin, the point of BEGINNING.*

*This conveyance is made subject to all rights-or-way, easements, conditions, restrictions, and zoning ordinances appearing of record, on the recorded plat(s), or as may be apparent upon inspection of the property.*

*DERIVATION: See deed of Collins Music Co., Inc., dated December 31, 1993, and recorded June 1, 2005, in Deed Book 2147 at Page 865.*

.1. **Deed.** Subject to full payment of all amounts due hereunder, the Seller shall execute and deliver to the Buyer, or his assigns, a good and sufficient Warranty Deed to the property, conveying a good, marketable, fee simple title thereto, free of all liens and encumbrances, and subject only to rights-of-way and easements of public record and that are actually existing on the ground and are affecting the property, and subdivision setback lines, as exist at the time of the execution of this Bond for Title. At the time of delivery of the deed, the

2015012763  
BOND/TITLE Book: DE 2460 Page: 1702 - 1707 6 Pgs  
February 24, 2015 10:45:34 AM  
Rec: \$12.00  
FILED IN GREENVILLE COUNTY, SC *T. J. Henry*

Seller shall be responsible for the cost of preparation of the deed and for payment of the county deed transfer fees (formerly referred to as "deed stamps"). Buyer shall be responsible for all of Buyer's recurring and non-recurring closing costs.

2. Purchase Price. As the total purchase and sales price for the property, the Buyer hereby covenants and agrees to pay to the Seller the sum of **\$115,000.00**, in the following manner:

- (a) Seller will give Buyer a credit of Fifteen Thousand and No/100 Dollars (\$15,000.00) towards the purchase price as consideration for Buyer's cost for repairing the roof and buyer's agreement to bear the full cost of future repairs to the premises conveyed hereunder that may become necessary during the term of this agreement, the receipt of which is acknowledged by Seller.
- (b) Buyer will pay to Seller the remaining One Hundred Thousand and No/100 Dollars \$100,000.00 of the purchase price, plus interest at Six and Three Quarters Percent (6.75%) *per annum* and amortized over a period of Two Hundred Forty (240) months, to be paid in equal monthly installments of \$760.36, commencing on March 12, 2015, and continuing on the 12<sup>th</sup> day of each month thereafter. All unpaid principal and interest, plus all accrued fees, taxes, or assessments, shall be due and payable in full on February 12, 2020, which is the "Maturity Date". 2035
- (c) In addition to the monthly payment of principal and interest, Buyer shall pay to Seller each month beginning on March 12, 2015, the sum of \$192.34 which Seller shall maintain in escrow to be applied to each year's the annual taxes when due. The monthly payment of principal, interest, and tax escrow shall be \$952.70. The amount of the monthly escrow payment is subject to change due to increase in the amount of the annual taxes. If the annual taxes for any given tax year exceed the amount held in escrow by Seller, Borrower shall pay to Seller, within ten days of receipt of notice from Seller, the amount needed to pay the taxes in full. The Seller shall provide Buyer with written verification of the increase, and the annual tax escrow paid by Buyer to Seller shall be increased accordingly in the first month following the month in which the county tax bill is released to Buyer. At such time as Buyer pays this Bond for Title in full, the escrowed tax funds held by Seller shall be released to Buyer.
- (d) Buyer shall make payments addressed to Seller at P.O. Box 429,



Taylors, SC 29687, or at such other address as Seller may designate in writing to Buyer;

(e) Buyer shall have the right to prepay all of the amounts due pursuant to this Bond for Title at any time, without penalty, within the term provided for payment. In the event of prepayment, Seller shall furnish the deed as required hereunder within sixty (60) days of notice from Buyer of Buyer's intent to prepay; and

e) If any payment due hereunder becomes more than five days past due, Borrower agrees to pay a late fee of \$100.00 for each monthly payment that becomes past due. This late fee shall be assessed only one time for each monthly payment.

3. Occupancy. Upon execution of this document and thereafter, as long as the covenants and conditions of this Bond for Title continue to be performed by the Buyer, the Buyer shall have the right to peaceably occupy, enjoy, and possess the property, without interruption from the Seller or anyone lawfully claiming through Seller.

4. Maintenance, Taxes and Insurance. The Buyer covenants that he will keep the property, including all improvements now existing or hereafter erected thereon, in a good state of maintenance and repair, reasonable wear and tear and damage by fire or other casualty alone excepted. Buyer shall, at buyer's expense, keep the property, and all improvements now or hereafter erected upon the property; insured against fire or other perils in a reputable company or companies authorized to do business in the State of South Carolina, in the sum of not less than the full insurable value of the property and improvements, with Seller named thereon as loss payee as Seller's interest may appear, and deliver to Seller annually proof of insurance coverage by producing for Seller the policy with the declarations page and a receipt confirming that the insurance premium has been paid and the policy renewed for each year during the term of this agreement. The Buyer shall also timely pay all assessments and property taxes of every kind and nature levied against the property when due.

5. Default. In the event that any of the amounts due hereunder shall not be paid when due (including, but not limited to, interest, principal, taxes, insurance, late charges, or assessments), or in the event the Buyer fails and neglects to carry out any of the terms, conditions, or obligations set forth in this Bond for Title, the Seller shall give written notice to Buyer, duly transmitted by regular United States Mail addressed to the last known mailing address of the Buyer, notifying the Buyer of such default, and, if the Buyer fails to remedy such default within ten (10) days after receipt of written notice thereof, Buyer shall be deemed to be in default on this Bond for Title, and Seller shall be entitled to seek all remedies available to Seller, either in law or in equity. The rights of the Seller herein shall not be construed to exclude any other remedy, suit, or action available to Seller, in law or equity, for the enforcement of this Bond for Title or for any amounts due thereon. The prevailing party shall be entitled to recover

from the non-prevailing party all attorney's fees, court costs, or other expenses incurred by the prevailing party in any action that involves the enforcement of any of the terms of this Bond for Title.

6. Risk of Loss. Destruction of, or damage to, any building or other improvements now or hereafter placed on the property, or of any personal property, if any, described in this contract, whether from fire or any other cause, shall not release the Buyer from any of his obligations under this contract, it being expressly understood that the Buyer bears all risk of loss or damage to the property.

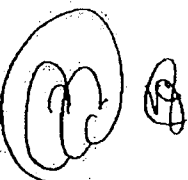
7. Alterations. The Buyer shall not renovate, remodel, or alter any building or improvement now or hereafter situated on the property, or construct any additional building, buildings, or improvements on the property, without submitting plans for such renovating, remodeling, or construction to the Seller. The requested improvements are not approved by Seller until Seller gives written notice to Buyer that Seller has approved the improvement plan. Seller's silence or failure to respond after Buyer's submission of the buyer's improvement request or plan to Seller shall be deemed to be Seller's denial of Buyer's request.

8. Mechanics Liens. The Buyer shall indemnify and hold the Seller and the property of the Seller, including the Seller's interest in the property, free and harmless from liability for any and all mechanic's liens or other expenses or damages resulting from any renovations, alterations, buildings, repairs, or other work placed on the property by the Buyer.

9. Condition of Property. Buyer takes the property in "as is" condition. Buyer acknowledges that he has inspected the property and accepts the property and all components thereof, including, but not limited to, the real property as described herein, the structure and all other improvements situated on the property, and all appliances, HVAC, plumbing, and electrical systems, in their current condition, and Seller shall have no liability for any repairs, maintenance, or replacement to the property, or the improvements thereon, subsequent to the date of signing of this document. Buyer agrees to take ownership to the property described hereinabove and be fully responsible for the complete cost of all necessary repairs and maintenance to the roof in its present and future condition, and to any other structure and all fixtures conveyed hereunder, from the date of this agreement forward. Buyer holds Seller harmless from any liability for the cost of repairs to the roof or from damages Buyer has, or may, incur that result from the condition of the roof. Seller is giving no warranty to the Buyer regarding the condition of the roof on the structure or in regards to the condition of any of the improvements or fixtures on the property.

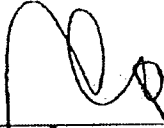
10. Future Encumbrances. Seller and the Buyer covenant and agree that neither party will encumber the property in any manner.

11. Acknowledgment of Parties. The parties acknowledge that Buyer has an interest in the property as long as Buyer fully performs hereunder. Each party will take no action to jeopardize the interest of the other and, in fact, will seek to protect, when necessary, the





Witness Seller's signature this 12<sup>th</sup> day of February, 2015.

  
Witness Robert White

Valerie Barnes  
Witness Valerie BARNES

Collins Properties, L.P. (Seller)

By: Collins Properties of SC, Inc.,  
Its General Partner

Katherine L. Schneider  
Katherine L. Schneider  
President

STATE OF Louisiana )  
 )  
COUNTY OF ST. TAMMANY )

ACKNOWLEDGEMENT

PERSONALLY appeared the above-subscribed duly-authorized agents for Seller and acknowledged his/her execution of the foregoing Bond for Title this 12<sup>th</sup> of February, 2014.

  
Notary Public for the State of LOUISIANA  
My Commission expires: Lifetime

VANESSA T. EDWARDS  
NOTARY PUBLIC, ST. TAMMANY PARISH  
State of Louisiana  
My Commission Expires at Death  
Commission # 515

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	Case Number: 2016 – CP – 23-01849
COUNTY OF GREENVILLE	)	
	)	
Christopher Lamar Atchison,	)	
Plaintiff,	)	
	)	
vs.	)	ANSWER of Collins Properties, L.P.
	)	
Veronica Jenkins, et al.	)	
	)	
<u>Defendants.</u>	)	

Defendant Collins Properties, L.P. (misnamed “Collins Property, L.P.” in the caption of the Complaint) (hereafter, “Collins”) answers the complaint as follows:

- 1) All allegations of the Complaint not hereafter admitted are denied
- 2) Collins admits so much of Paragraph 2 as alleges that it is a business located and owning real property in Greenville County and that it entered into a Bond for Title with Augusta South, LLC concerning property located in Greenville County.
- 3) Insofar as the Complaint alleges any liability on the part of Collins to Plaintiff or any other party, the same is denied.
- 4) Collins denies that Plaintiff is entitled to any relief as pled for in the Complaint.
- 5) Collins requests that this Court inquire into the facts of this case and render a verdict which protects Collins’ interest in the subject property.

WHEREFORE, Collins requests that Plaintiff’s lawsuit against it be dismissed with Prejudice.

s/C. Richard Stewart, SC Bar #5346  
Attorney for Defendant Collins Properties, L.P.  
11 Whitsett Street  
Greenville, SC 29601  
(864) 235-2019  
dstewart@attorneyrichardstewart.com

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )  
 )  
Christopher Lamar Atchison )  
 )  
Plaintiff, )  
 )  
-vs- )  
 )  
Veronica Jenkins et al. )  
Defendants. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
2016 - CP - 23 - 01849

**Memorandum**

Defendant Collins Properties L.P. has moved for summary judgment, asking the court to rule that the Bond for Title contract between Defendant and Augusta South LLC is void and that there is no Bond for Title contract between Defendant and Plaintiff.

In an order issued on February 1, 2018, the Court ruled that Augusta South LLC was dissolved. Defendant elected not to enter into a new contract with Plaintiff, and has returned the monthly checks which Plaintiff has tendered since Augusta South LLC was dissolved. To the extent that Augusta South LLC may have had some equity in the subject property, that equity disappeared when Augusta South LLC was dissolved.

General contract law provides that a "contract exists when there is an agreement between two or more persons upon sufficient consideration either to do or not to do a particular act." Carolina Amusement Co., Inc. v. Connecticut Nat. Life Ins. Co., 313 S.C. 215, 220, 437 S.E.2d 122, 125 (Ct.App.1993), quoting Benya v. Gamble, 282 S.C. 624, 628, 321 S.E.2d 57, 60 (Ct.App.1984). "... (E)veryone has a right to select and determine with whom he or she will contract, and cannot have another person thrust on him or her without his or her consent." Corpus Juris Secundum Contracts, Section 34, P. 426.

Defendant cannot be required to sell the subject property to an entity other than the one which it originally contracted with. The contract between Defendant and Augusta South LLC should be declared to be null and void and the Court should rule that there is no contract between Defendant and Plaintiff.

Respectfully submitted.

s/C. Richard Stewart, SC Bar #5346  
Attorney for Defendant  
11 Whitsett St.  
Greenville, SC 29601  
864 - 235 - 2019  
dstewart@attorneyrichardstewart.com

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS  
CASE NO. 2016-CP-23-00272

Christopher L. Atchison, )  
 )  
Plaintiff, )  
 )  
-vs- )  
 )  
Veronica Jenkins, et al, )  
 )  
Defendant. )  
\_\_\_\_\_ )

TRANSCRIPT OF RECORD  
March 19, 2018

BEFORE: THE HONORABLE CHARLES B. SIMMONS, JR.

APPEARANCES:

Michael F. Talley, Esquire  
Michanna Talley, Esquire  
Attorneys for the Plaintiff

C. Richard Stewart, Esquire  
Attorney for the Defendants

Danette P. Hanks, CCR  
Court Reporter

1 THE COURT: Are we ready to go on record?

2 MS. TALLEY: Yes, Your Honor.

3 MR. STEWART: Yes, Your Honor.

4 THE COURT: All right. This is 2016-01849; matter of  
5 Atchison versus Jenkins and others. I have reviewed the motion  
6 of both memoranda, as well as the Order that was filed February  
7 1st, 2018 that dealt with other issues in the case.

8 So, Mr. Stewart, let me hear from you.

9 MR. STEWART: Please the Court, Your Honor? When my  
10 client, Collins Properties, was sued in this matter, we issued an  
11 Answer basically denying that the plaintiff, Christopher  
12 Atchison, was entitled to any relief in this matter, and asking  
13 that his request be denied. That was directed toward his request  
14 to reform the Bond for Title which was eventually -- the other  
15 party to the Bond for Title, Augusta South, LLC, was dissolved by  
16 this Court's Order dated February 1st -- filed February 1st,  
17 2018.

18 Your Honor, it's our position that the Plaintiff, Mr.  
19 Atchison, is seeking to force Collins to enter into a new bond  
20 for title, wherein he, Mr. Atchison, would replace Augusta South,  
21 LLC as the purchaser of the property. Your Honor, our memorandum  
22 states that we do not want -- Collins does not want to enter into  
23 a new contract with Mr. Atchison. With all due respect, the  
24 Court cannot force Collins to enter into a new contract with  
25 Augusta South.

1           And I have discovered another case, which I didn't cite in  
2 my memorandum, which I'd like to cite to the Court, Independence  
3 National Bank versus Buncombe Professional Park, LLC, 402 SC 514,  
4 which basically says that. It says that the Court cannot add or  
5 substitute a party for those appearing on the face of the  
6 contract where the effect would be to create a new contract.  
7 Well, that is what the Plaintiff is asking you to do; asking you  
8 to compel Collins to enter into a new bond for title wherein Mr.  
9 Atchison would replace Augusta South, LLC as the purchaser. And  
10 we are -- our position is that we cannot be forced to do that.

11           THE COURT: Well, isn't -- and he raised an  
12 interesting issue, because going through what I understand to be  
13 the facts, Atchison and Jenkins form Augusta South, LLC on August  
14 15, 2014. Apparently Ms. Jenkins had been operating the club for  
15 sometime prior to that. And then Augusta South enters into the  
16 bond for title with Collins, the best I can tell, February 12,  
17 2015, and does some degree of repairs and up-fits and pays under  
18 the bond for title for a couple of years.

19           So can Collins now say we're going to walk away because the  
20 party we contracted with, Augusta South, is no longer in  
21 existence, and not owe any potential funds for any improvements,  
22 up-fits?

23           MR. STEWART: Your Honor, our position is that  
24 whatever equity in the property that Augusta South may have  
25 accumulated disappeared along with the LLC when it was, when it

1 was dissolved. There was no assignment, that I'm aware of, of  
2 that equity from Augusta South, LLC to any other entity. It  
3 would be like -- it's almost like they're saying the LLC is  
4 subject to the probate laws since it's gone, the equity that it  
5 owned passes naturally to whoever would succeed it. But I don't  
6 believe that's the law. I believe the law is if you've got a  
7 corporation and the corporation has an asset and that corporation  
8 disappears, unless some provision is made for that asset to be  
9 distributed, then that asset does not automatically devolve to  
10 whoever may have had some interest in that corporation.

11 THE COURT: Let me ask you a couple of other questions  
12 that plaintiff argues or raises in their memo. First, that the  
13 issues that are now raised by Collins' Motion for Summary  
14 Judgment have not been raised in the pleadings. How do you  
15 respond to that?

16 MR. STEWART: They have been raised in the pleadings,  
17 Your Honor. If you look at our Answer, in number three, it says  
18 that insofar as the Complaint, which included the request for  
19 reformation, alleges any liability on the part of Collins to  
20 plaintiff or any other party, it is denied. And it also says  
21 Collins denies that plaintiff is entitled to any relief as pled  
22 for in the Complaint.

23 THE COURT: All right. Then how about plaintiff's  
24 argument that Collins accepted some number of payments under the  
bond for title after the trial?

1 MR. STEWART: The time sequence is important there,  
2 Your Honor. The hearing, I believe, took place December the  
3 19th. There was another payment made a few days after that, I  
4 believe. The LLC was still in existence at that point. The LLC  
5 did not dissolve until you issued your Order in February. Once  
6 you issued your Order we returned all payments. We had an  
7 obligation to the LLC to accept the payments up until the time  
8 that the LLC no longer existed. It existed until you issued your  
9 Order in February.

10 THE COURT: All right. Let me ask one last question  
11 before I hear from Ms. Talley. What's the Court to do with the  
12 language in the Order filed February 1st, 2018 where it says in  
13 the next to the last paragraph, I further find that the issue of  
14 reformation of the bond for title shall be left to the plaintiff  
15 and Collins Properties to handle directly.

16 MR. STEWART: Should be negotiated between the  
17 parties, in other words. We choose not to reform or enter into a  
18 new bond for title. That's the answer. We do not want to have a  
19 bond for title with Mr. Atchison. We deny that he had a right to  
20 it. And we remain with that denial. We do not want to enter  
21 into a bond for title with Mr. Atchison.

22 THE COURT: Does this in some way implicitly set a  
23 course of dealings to say that Collins and Atchison will work  
24 something out?

MR. STEWART: I don't think it says it -- well, unless

1 you say that refusing to enter into a new bond for title is not  
2 an option. It does not say that we have to enter into a new bond  
3 for title. Your Order does not say that. It leaves that issue  
4 to be negotiated between the parties.

5 THE COURT: All right. Ms. Talley, let me hear from  
6 you.

7 MS. TALLEY: Yes, Your Honor. May it please the  
8 Court? Michanna Talley Tate on behalf of the plaintiff. Your  
9 answer -- I'm sorry, Your Honor. Their answer did not raise the  
10 issue of -- they may have denied our pleadings where we asked for  
11 reformation, but they did not raise the issue to terminate it  
12 altogether. And like Your Honor has pointed out, the issue for  
13 reformation is supposed to be between the parties. They have  
14 stated that we are trying to force them or asking the Court to  
15 force them to issue a bond for title to Mr. Atchison. That's  
16 actually not the case. We were attempting to do it, as the Order  
17 said, outside of Court. We sent them a bond for title to be  
18 signed, and as far as I'm concerned, there were no negotiations.  
19 They filed this Motion for Summary Judgment. And they actually  
20 said that Mr. Atchison could buy the property if he gave a lump  
21 sum. So they're saying that they don't want him to have it, but  
22 then they're giving him another option. We haven't asked the  
23 Court to force anything.

24 At the hearing that we had on December 19th, there were no  
objections at that time. They didn't raise the issue of -- or

state that they didn't want him to have the bond for title.  
Actually it was stated that as long as he was making the payments  
they were fine. They didn't have any objection.

You know, we would like to go based on the Court's Order.  
We're not asking the Court to force anything. We're asking to  
handle it directly, and then we get this Motion for Summary  
Judgment that's filed after the case is over. There were no  
objections when we sent the draft Order prior to Your Honor  
signing it. Nothing was brought up. And so now they're bringing  
that up. And they were aware that the plaintiff was the one  
making the payments. That was part of his testimony. And they  
haven't issued the payment back that we mailed in, I believe, on  
December 29th. None of that has been returned to our client. So  
they returned all the other payments, but not that one. And the  
idea that they accepted it because the Order wasn't signed, they  
were aware of what happened at the hearing; obviously, they were  
here, Your Honor.

So we would ask just to stand on the Order that the Court  
has already signed and allow for us to potentially negotiate it  
directly outside of Court. We never asked the Court to force  
anything.

THE COURT: All right. Plaintiff, Mr. Atchison,  
requested that Augusta South, LLC be judicially dissolved?

MS. TALLEY: Yes.

THE COURT: And it was judicially dissolved?

1 MS. TALLEY: Yes, Your Honor.

2 THE COURT: The bond for title between Collins  
3 Property was with Augusta South, LLC?

4 MS. TALLEY: Yes, Your Honor.

5 THE COURT: Augusta South, LLC, as was requested by  
6 Mr. Atchison, is no longer in legal existence?

7 MS. TALLEY: Yes, Your Honor.

8 THE COURT: So how do you respond to Mr. Stewart's  
9 argument that the Court cannot force parties to negotiate an  
10 agreement? Isn't that a basic tenet of American jurisprudence?

11 MS. TALLEY: Yes, Your Honor. But we haven't  
12 requested the Court to force that. We didn't bring this before  
the Court, the issue of potentially signing a new bond for title.

14 THE COURT: Well, they have. They say they don't want  
15 it. That's about as clear as you can make it.

16 MS. TALLEY: And they, as far as I'm concerned, they  
17 could have negotiated that with us directly outside of Court,  
18 like the Order said, Your Honor.

19 THE COURT: Well, let's say y'all take another ten  
20 days. The tenth day, Mr. Stewart calls you and says, position is  
21 still the same; we don't want to do a bond for title with Mr.  
22 Atchison. You come back into Court on day eleven. What's  
23 changed?

24 MS. TALLEY: Nothing, Your Honor. But we would not  
have come back in Court. We would have followed the Order and

1 handled it directly with Collins Properties. We wouldn't have  
2 asked for any relief directly from the Court.

3 THE COURT: But again, Mr. Stewart, from what I  
4 understand, your client is unequivocally stating, we do not wish  
5 to enter into a bond for title only with Mr. Atchison?

6 MR. STEWART: That is our position.

7 THE COURT: All right. So, Ms. Talley, what can the  
8 Court do with that if one party is now saying, we're not willing  
9 to sign a bond for title with Mr. Atchison? There is no longer  
10 an Augusta South, LLC. And they're saying they don't want to  
11 deal with -- for whatever reason, they don't want to deal with  
12 your client, so what authority does the Court have to impose a  
13 new set of contractual obligations upon the owner of the  
14 property, Collins?

15 MS. TALLEY: Well, Your Honor, they don't. I mean,  
16 this case was over. So, you know, our position is they don't --  
17 of course, we'll discuss that with our client and he can make  
18 whatever decisions he wants to going forward. But the Court at  
19 this point, Your Honor, our position is that they don't have  
20 anything to do with this matter. It was over on December 19th.  
21 We have the Court Order. We had a hearing and a Court Order was  
22 signed by Your Honor on February 1st.

23 THE COURT: All right. So, Mr. Stewart, what's your  
24 response to that? They're saying the matter is over, bond for  
title is dissolved. I'm gathering the logical conclusion then of

the argument is the property is back solely to your client.

2 MR. STEWART: That would be our position. We do not  
3 want to enter into a bond for title with Christopher Atchison.  
4 That's our negotiation. I think that's an option. You know, you  
5 can go to the store and decide to buy something or you can walk  
6 out and say I don't want it. And we're walking out. We don't  
7 want it. So I think that's our position.

8 THE COURT: Well, Ms. Talley, why would it not then be  
9 appropriate for the Court to issue an Order saying that pursuant  
10 to the next to the last paragraph of the Order of February 1st,  
11 the issue of reformation has now been resolved between the  
12 parties and Collins has chosen not to deal with Mr. Atchison, so  
the matter is finally over.

14 MS. TALLEY: Well, Your Honor, that was not brought up  
15 at this hearing. I mean, if there is an Order based on today's  
16 hearing then that would be a different matter. But none of this  
17 was brought up on December 19th at all. It's as if they made  
18 this decisions after Court -- after we left Court that day. And  
19 didn't even tell the plaintiff or tell us until we sent a bond  
20 for title to them to review to see if they would sign it. None  
21 of this was brought up until that happened.

22 THE COURT: All right. But they are operating within  
23 their rights; are they not?

24 MS. TALLEY: Yes, Your Honor. We were supposed to  
handle this directly and that would be their right.

1 THE COURT: Okay.

2 MS. TALLEY: Quite frankly, when we got this motion  
3 that was our feeling that this is over. We're supposed to handle  
4 it directly. Why are we going back to the Court at this point?

5 THE COURT: All right. Mr. Stewart, if you would just  
6 draft an Order stating the substance of the discussions here  
7 today and if the parties can come to some kind of agreement,  
8 that's certainly something the Court is in no way involved in.  
9 Or if Mr. Atchison can purchase it directly under terms and  
10 conditions, that's certainly something the Court is no longer  
11 involved in. But just state that the issue of reformation has  
12 now been -- is unable to be resolved between the parties and so  
the matter is finally ended.

14 MR. STEWART: Thank you, Your Honor.

15 THE COURT: If you'll send a courtesy copy, of course,  
16 to Ms. Talley.

17 MS. TALLEY: Thank you, Your Honor.

18 THE COURT: Thank you.

19  
20 END OF REQUESTED TRANSCRIPT OF TESTIMONY





Greenville Common Pleas

**Case Caption:** Christopher Lamar Atchison vs. Veronica Jenkins , defendant, et al  
**Case Number:** 2016CP2301849  
**Type:** Master/Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

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R-78

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

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SC Court of Appeals

APPEAL FROM GREENVILLE COUNTY  
Greenville County Court of Common Pleas  
CHARLES B. SIMMONS, JR. MASTER IN EQUITY COURT JUDGE

Case No. 2016-CP-23-01849

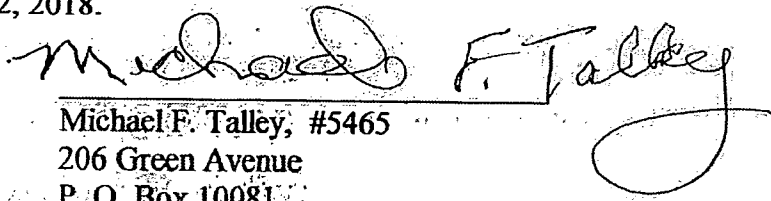
Christopher Lamar Atchison.....Appellant,

vs.

Veronica Jenkins in her Individual and Official Capacity as a Member or Officer  
of Augusta South, LLC, Augusta South, LLC., South Carolina Secretary of State  
and Collins Properties, L. P, Of which Collins Properties, L.P., is the  
.....Respondent.

NOTICE OF APPEAL

Christopher Lamar Atchison appeals the Final Orders of the Honorable  
Charles B. Simmons, Jr., Master in Equity Court Judge, dated March 22, 2018 and  
February 1, 2018, relative to the attached Final Orders in an appeal from the Greenville  
County Master in Equity Court. The Appellant received written notice of entry of this  
attached Final Order on March 22, 2018.



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Attorneys for the Respondent.





Greenville Common Pleas

**Case Caption:** Christopher Lamar Atchison vs. Veronica Jenkins , defendant, et al  
**Case Number:** 2016CP2301849  
**Type:** Master/Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

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ELECTRONICALLY FILED - 2018 Mar 22 1:20 PM - GREENVILLE - COMMON PLEAS - CASE#2016CP2301849

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
COUNTY OF GREENVILLE ) THIRTEENTH JUDICIAL CIRCUIT

Christopher Lamar Atchison,

RECEIVED

Plaintiff,

APR 24 2018

ORDER

vs.

SC Court of Appeals

Veronica Jenkins, in her individual and )  
Official capacity as a member or Officer )  
of Augusta South, LLC; August South LLC, )  
and Collins Properties, L.P., )

Docket No. 2016-CP-23-01849

Defendants. )

**Date of Hearing:** December 19, 2018  
**Presiding Judge:** Honorable Charles B. Simmons, Jr.  
**Plaintiff's Attorneys:** Michanna T. Tate and Michael F. Talley Sr.  
**Defendant Veronica Jenkins' Attorney:** None  
**Defendant Collins Properties' Attorney:** Richard Stewart  
**Court Reporter:** Wanda Fudge

This matter came before me pursuant to a Summons, Complaint, and Lis Pendens filed by the Plaintiff seeking judicial dissolution of Augusta South, LLC and reformation of a Bond for Title granted to Augusta South, LLC from Collins Properties, L.P. The property at issue in this case is located at 6013 Augusta Road, Greenville, SC 29605, Tax Map No. 0398.00-01-001.00.

After proper notice, a hearing was held on December 19, 2018, with the Plaintiff being present and represented by Michanna Talley Tate and Michael F. Talley Sr. The Defendant, Veronica Jenkins was not present and was not represented by counsel. The Defendant Collins Properties, L.P. was represented by Richard Stewart.

This case was referred to me pursuant to an Order of Reference signed by the Clerk of Court on September 22, 2017, for the purposes of taking testimony, making

findings of fact, and conclusions of law, with leave to enter final judgment. I find that this Court has jurisdiction over the subject matter and parties to this action. I further find that all parties were properly served with pleadings and Notice of Hearing, and that all parties are therefore properly before the Court.

The Plaintiff Christopher Lamar Atchison testified that he and the Defendant Veronica Jenkins were both organizing members of Augusta South, LLC. He further testified that prior to the formation of Augusta South, LLC, Veronica Jenkins operated a business at 6013 Augusta Road, Greenville, SC 29605. She asked him to join in the business with her. He accepted and invested money in the business. That money was used for upfit of the building as well as installation of a new roof. Augusta South, LLC was issued a Bond for Title from Collins Properties, L.P., the owners of the property noted herein. Said Bond for Title was recorded in the Greenville County Register of Deeds Office in Deed Book 2460 at Page 1702 on February 24, 2015.

The Plaintiff testified that subsequent to entering into the Bond for Title the Plaintiff and the Defendant Veronica Jenkins split the costs of the business. According to the Plaintiff, Veronica Jenkins' portion of expenses came from the revenue in the business. Once there was no more business revenue to cover expenses she failed to pay any additional business expenses. At or about that time, Greenville County required the electrical in the property at issue to be updated which would have required a large amount of monies. The Plaintiff and the Defendant Veronica Jenkins then came to a standstill. No repairs were ever made and the business has ceased. However, the Plaintiff has continued to make all payments to the Defendant Collins Properties, L.P. in connection with the Bond for Title described herein.

On cross examination, the Plaintiff testified that a current insurance policy does exist on the property at issue.

Based on the evidence presented at the hearing, I find that the Plaintiff, Christopher Lamar Atchison, has contributed solely to the business of Augusta South, LLC following the Defendant, Victoria Jenkins' failure to contribute to the property. I find that there are grounds for dissolution of Augusta South, LLC. I further find that the issue of reformation of the Bond for Title shall be left to the Plaintiff and Collins Properties, L.P. to handle directly.

**NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that Augusta South, LLC is dissolved. Further, Plaintiff's attorney shall within 10 days of this Order being filed provide a copy of said Order to the South Carolina Secretary of State.

**IT IS SO ORDERED.**

**JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW**



Greenville Common Pleas

**Case Caption:** Christopher Lamar Atchison vs. Veronica Jenkins , defendant, et al  
**Case Number:** 2016CP2301849  
**Type:** Master/Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

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THE STATE OF SOUTH CAROLINA

In The Court of Appeals

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SC Court of Appeals

APPEAL FROM GREENVILLE COUNTY  
Greenville County Court of Common Pleas  
CHARLES B. SIMMONS, JR., MASTER IN EQUITY COURT JUDGE

Case No. 2016-CP-23-01849

Christopher Lamar Atchison.....Appellant,

v.

Veronica Jenkins, in her individual and Official Capacity as a Member or Officer  
of Augusta South, LLC, Augusta South, LLC, and Collins Properties, L. P.,  
Of which Collins Properties, L. P., is the .....Respondents.

**PROOF OF SERVICE**

I certify that I, as the Appellant's undersigned attorney, have served a copy of the  
Appellant's Notice of Appeal upon the Respondent, Collins Properties, L. P., by  
depositing a copy of same in the United States Mail, postage pre-paid, on April 19, 2018  
addressed to the Respondent's attorney of record, Mr. C. Charles Stewart, 11 Whitsett  
Street, Greenville, South Carolina, 29601 and Mr. Mark Meglic, 2435 E. North Street,  
Ste. 1108-178, Greenville, S. C. 2915 and upon the Greenville County Clerk of Court,  
at 305 E. North Street, 2nd floor., Greenville, S. C. 29601.

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Dated: April 19, 2018