

YOUNG & WARR, LLC

ATTORNEYS AT LAW
23 WEST CALHOUN STREET
SUMTER, SOUTH CAROLINA 29150
803-773-4371 • FAX 773-4374

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SC Court of Appeals

KENNETH R. YOUNG, JR.

kyoung@sumterattorney.com

* CERTIFIED FAMILY COURT MEDIATOR

* CERTIFIED CIVIL COURT MEDIATOR

* CERTIFIED ARBITRATOR

* LICENSED BEFORE THE U.S. SUPREME COURT

LEWIS H. WARR

lwarr@sumterattorney.com

November 17, 2020

The South Carolina Court Of Appeals
V. Claire Allen, Chief Deputy Clerk
P.O. Box 11629
Columbia, SC 29211

Re: Estate of Herbert Franklin Dixon, Jr.
Appellate Case Number: 2020-000782

Dear Ms. Allen:

I have only recently been provided the following from J. Cabot Seth, Esquire that should be included in the record on appeal (please note on page 000275 the Exhibit Index notes that "the court retained all exhibits in this case):

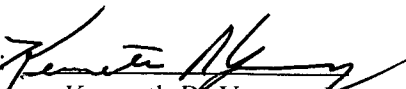
1. Last Will and Testament of Melba McSween Dickson (pages 000278); and
2. Mortgage of Real Estate (pages 000294).

With kind regards, I am

Sincerely yours,

YOUNG & WARR, LLC.

By:



Kenneth R. Young, Jr.

KRYjr/mcd
Enclosures

What God requires - - to seek justice; to love kindness; and to walk humbly with God
Micah 6:6-8 (KJV)

LAST WILL AND TESTAMENT

OF

MELBA MCSWEEN DICKSON

I, Melba McSween Dickson, of the State of South Carolina, County of Sumter, being of sound and disposing mind and memory, do hereby make, publish and declare this instrument to be and contain my Last Will and Testament, hereby expressly revoking any former Wills or Codicils heretofore made by me.

ITEM I DIRECTION TO PAY DEBTS

I direct that all my just debts, my funeral expenses (including the cost of a suitable gravestone) in an amount to be determined reasonable by my Personal Representative and the cost of the administration of my estate shall be paid as soon after my death as may be possible. The Personal Representative shall not be required to secure court approval of his expenditures for my burial and memorial or for perpetual care of my grave site although such expenditures exceed the limitations otherwise imposed by law. This clause is not to be construed to mean that debts barred by the Statute of Limitations or a non-claim statute must be paid. Further, this clause is not to be construed to force a pay-out of the mortgage on my home.

ITEM II PERSONAL PROPERTY

I may leave written memoranda disposing of certain items of my tangible personal property. Any such item of tangible personal property shall pass according to the terms of such memoranda in existence at the time of my death. If no such written memoranda is found or identified by my Personal Representative within ninety (90) days after my Personal Representative's qualification, it shall be conclusively presumed that there is no such memoranda, and any subsequently discovered memoranda shall be ineffective. Any property given and devised to a beneficiary who is not living at the time of my death and for whom no effective alternate provision has been made shall pass according to the provisions of the Residuary provision below, and not pursuant to any anti-lapse statute.

ITEM III SPECIFIC BEQUESTS AND DEVICES

I hereby make the following specific bequests and devises:

1. In the event my husband, Herbert Franklin Dickson, Sr., predeceases me, I will, give, devise and bequeath any property which I own at the time of my death in Santee, South Carolina and its contents to **Arthur B. Beasley, Jr.**, if he shall survive me. In the event he shall not survive me, then this bequest shall lapse and pass by the Residuary clause below.
2. In the event my husband, Herbert Franklin Dickson, Sr., predeceases me, I will, give, devise and bequeath my homeplace and its contents, if I own such property at the time of my death, to **Linda B. Chaplin**, if she shall survive me. In the event she shall not survive me, then this bequest shall lapse and pass by the Residuary clause below.

ITEM IV RESIDUARY

I will, give, devise and bequeath all the rest, residue and remainder of my estate, real, personal and mixed, of every kind and nature whatsoever, and wheresoever situate, unto my husband, **Herbert Franklin Dickson, Sr.** In the event my husband, Herbert Franklin Dickson, Sr., predeceases me, I will, give, devise and bequeath all of the above property to **Linda B. Chaplin and Arthur B. Beasley, Jr.**, in equal shares, provided, however, the issue of a deceased issue of mine surviving me shall take, by representation, the share their parent would have taken had he or she survived me.

ITEM V APPOINTMENT OF PERSONAL REPRESENTATIVE

I hereby nominate, constitute and appoint as Personal Representative of this my Last Will and Testament **Herbert Franklin Dickson, Sr.** and direct that he shall serve without bond. If for any reason he is unable or unwilling to serve or continue to serve, then I hereby nominate, constitute and appoint as substitute or successor Personal Representative **Arthur B. Beasley, Jr.** to serve and direct that he shall serve without bond. If for any reason he is unable or unwilling to serve or continue to serve, then I hereby nominate, constitute and appoint as substitute or successor Personal Representative **Linda B. Chaplin** to serve and direct that she shall serve without bond.

ITEM VI POWERS OF PERSONAL REPRESENTATIVES AND TRUSTEES

My Personal Representative and Trustee is authorized in its fiduciary discretion (which shall be subject to the standard of reasonableness and good faith to all beneficiaries) with respect to any property, real or personal, at any time held under any provision of this my Will and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this my Will or by statute or general rules of law:

1. To retain any property or undivided interests in property owned by me at the time of my death, including residential property and shares of my Personal Representative's or Trustee's own stock, regardless of any lack of diversification, risk or non-productivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although such property represents a large percentage of the total property of my estate or the Trust Estate or even the entirety thereof.
2. To invest and reinvest all or any part of my Estate or the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of my Personal Representative or Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.
3. To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of my estate or the Trust Estate, for cash or upon credit, to exchange any property of my estate or the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.
4. To hold any securities or other property in its own name as Personal Representative or Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.
5. To keep, at any time and from time to time, all or any portion of my Estate or the Trust Estate in cash and uninvested for such periods or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.
6. To sell or exercise stock subscription or conversion rights.
7. To refrain from voting or to vote shares of stock owned by my Estate or the Trust Estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of my Estate or the Trust Estate.
8. To participate in any plan or reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of my Estate or the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of new securities received by my Personal Representative or Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of

whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

9. To borrow money and to encumber, mortgage or pledge any asset of my estate or the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in my Personal Representative or Trustee.
10. To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the trust.
11. To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration.
12. To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.
13. To continue to operate any business owned by me at my death and to do any and all things deemed needful or appropriate by my Personal Representative or Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for its own negligence; and to close out, liquidate or sell the business at such time and upon such terms as it shall deem best.
14. To collect, receive, and receipt for rents, issues, profits, and income of my Estate or the Trust Estate.
15. To insure the assets of my Estate or of the Trust Estate against damage or loss and my Personal Representative or Trustee against liability with respect to third persons.
16. In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary, capacity.
17. To compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against my Estate or the Trust Estate as my Personal Representative or Trustee shall deem best.
18. To employ and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, and other assistants and advisors deemed by my Personal Representative or Trustee needful for the proper administration of my Estate or the Trust Estate, and to do so without liability for any

neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care.

19. To determine what shall be fairly and equitably charged or credited to income and what to principal.
20. To hold and retain the principal of my Estate or the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on my Personal Representative's or Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.
21. To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of my Estate or the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries.
22. To exercise any power herein granted with reference to the control management, investment or disposition of my Estate or the Trust Estate either as Personal Representative or Trustee without having to declare in which capacity it is acting.
23. In general, to exercise all powers in the management of my Estate or the Trust Estate which any individual could exercise in his own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this my Will.
24. To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if my trustee reasonably determines that the administration as a single trust is consistent with my intent, and facilitates the trusts's administration without defeating or impairing the interests of the beneficiaries.
25. To divide any trust into separate shares or separate trusts or to create separate trusts if my Trustee reasonably deems it appropriate and the division or creation is consistent with my intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.
26. To elect or to allocate any portion or all of my generation-skipping transfer exemption provided for in Internal Revenue Code (IRC) section 2631 or under

similar future legislation, in effect at the time of my death, to any portion or all of any other trusts or bequests in my Will or any other transfer which I am the transferor for purposes of the generation-skipping tax and to make the special election under IRC section 2652(a)(3) to the extent my Personal Representative deems in the best interest of my estate.

ITEM VII TRUST FOR MINORS

If any principal of my estate shall become distributable to a person under the age of twenty-one (21) years of age, I designate and appoint **Arthur B. Beasley, Jr.** as Trustee for such beneficiaries, to serve without bond, to take title and possession of the portion of my estate designated for such persons, with power and duty to manage this property and to use the income and such part of the principal as in his judgment may be necessary and proper from time to time for the comfort, support, maintenance and education of such persons. Whenever my Trustee determines it appropriate to pay money for the benefit of a beneficiary for whom a trust is created hereunder, then such amounts shall be paid out by my Trustee in such of the following ways as my Trustee deems best:

1. Directly to such beneficiary;
2. To the legally appointed guardian of such beneficiary;
3. To some relative or friend for the care, support and education of such beneficiary;
4. By my Trustee using such amounts directly for such beneficiary's care, support and education.

Any unapplied principal and income shall be paid over to such devisee or distributee upon his attaining age twenty-one (21), or, if he shall die before attaining that age, to his estate. However, no one of these children shall for any reason receive for himself or for his benefit any amount exceeding his or her equal share according to the provisions of this Will. Should **Arthur B. Beasley, Jr.** predecease me or should we die simultaneous deaths, I designate and appoint **Linda B. Chaplin** to serve as substitute Trustee without bond.

ITEM VIII VOLUNTARY DISCLAIMER

Any person may irrevocably disclaim and renounce any part of my estate to which such person is entitled, whether or not passing under this Will, or any power in his or her favor. In the event any person disclaims any part or all of any legacy or devise, then I direct that such disclaimed property shall be disposed of as if such person had not survived me. Any further interest in said property that takes possession or enjoyment following the interest disclaimed, including the determination of takers and the vesting of their interest, shall take effect as if the person making the

disclaimer died before me. In the event of a disclaimer the "anti-lapse statute" [S.C. Code § 62-2-603 (1976, as amended)] shall not be applicable. This right to disclaim may also be exercised by the Personal Representative, administrator, Trustee, guardian, committee, attorney-in-fact, or other legal representative of any person entitled to disclaim hereunder.

**ITEM IX
COMMON DISASTER PROVISION**

In the event that any of my beneficiaries and I should meet our deaths in a common disaster whereby it is impossible to determine who died first, then it shall be conclusively presumed that such beneficiaries predeceased me.

**ITEM X
DEFINITIONS**

As used in this Will, the masculine, feminine or neuter gender, and the singular or plural number shall be deemed to include the other whenever the context so indicates.

IN WITNESS WHEREOF I have set my hand and seal to this instrument at Sumter, South Carolina this 9th day of March, 2007.


Melba McSween Dickson

The foregoing Will consisting of eight (8) typewritten pages, including Proof of Will, were this 9th day of MARCH, 2007, signed, sealed, published and declared by the Testatrix as and for her Last Will and Testament in our presence, who in her presence, and in the presence of each other, at her request, have hereunto subscribed our names as witnesses.

Andrea Marcella of Sumter, SC

[Handwritten Signature] of Sumter, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)

PROOF OF WILL

I, Andrea Marcella, on oath state that I am one of the two subscribing witnesses to the attached written instrument dated the 9th day of March, 2007, which purports to be the Last Will and Testament of **Melba McSween Dickson**. On the execution date of the instrument, the Testatrix, in my presence, signed the instrument at the end thereof and declared the instrument to be her Will, and requested that I attest to the execution thereof whereupon, in the presence of the Testatrix I signed my name as an attesting witness. At the time of the execution of the instrument, the Testatrix appeared to be over eighteen (18) years of age, of sound mind, and acting without undue influence, fraud or restraint.

Dated this 9th day of March, 2007.

Andrea Marcella

SWORN to before me this 9th
day of March, 2007.

[Signature]
Notary Public for South Carolina
My Commission Expires: 3-9-14

FILED, RECORDED, INDEXED
08/08/2005 09:56:42 AM
REC. FEE: 10.00 CD FEE: .0
STATE FEE: .00 TOTAL FEES: 10.00
PAGES: 4
VICKI M. MCCARTHY - REGISTER OF DEEDS
SUMTER COUNTY

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER) MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN: IN THE STATE AFORESAID -
SEND GREETING:

WHEREAS **RUSSELL T. PURVIS PROPERTIES, LLC**, hereinafter also styled the
mortgagor, in and by that certain Note or obligation bearing even date herewith, stand firmly held
and bound unto:

HERBERT F. DICKSON and MELBA M. DICKSON,
whose address is: 2785 Powhatan Drive, Sumter, SC 29150 ;

hereinafter also styled the mortgagee, in the sum of **Ninety-Five Thousand and 00/100
(\$95,000.00) Dollars**, as evidenced by and according to the terms and conditions of a Promissory
Note of even date herewith, as in and by the said Note and Condition(s) thereof, reference being
thereunto had, will more fully appear, and which provides for monthly payments, with the full debt,
if not paid earlier, due and payable on **August 30, 2015**.

NOW, KNOW ALL MEN, that the said mortgagor in consideration of the said debt, and for
the better securing the payment thereof, according to the conditions of the said Note; which with
all its provisions is hereby made a part hereof; and also in consideration of Five Dollars to the said
mortgagor in hand well and truly paid, by the said mortgagee, at and before the sealing and
delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained,
sold and released, and by these presents do grant, bargain, sell and release unto the said
mortgagee the following described property:

All that certain piece, parcel, or lot of land, together with the building and
improvements thereon, lying and being situate in the City County of Sumter, State
of South Carolina, being shown and delineated as **Lot No. 9** on that certain plat
prepared by Lee & McLellan, Surveyors, dated October 23, 1907 and recorded in
the Sumter County Register of Deeds Office in **Plat Book F-4 at Page 9**. Aforesaid
plat is specifically incorporated herein and reference is craved thereto for a more
complete and accurate description of the metes, bounds, courses and distances of
the property concerned herein. This description is made in lieu of metes and
bounds as permitted by law under § 30-5-250 of The Code of Laws of South
Carolina (1976), as amended. Be all said measurements a little more or a little less
and according to aforesaid plat. This being the property known as **330 Broad
Street, Sumter.**

RETURN TO:-

JOHNSON, MCKENZIE & ROBINSON, LLC
16 NORTH BROOKS STREET
MANNING, SC 29102

55X

The depth of said Lot is somewhat less than shown on the above referenced plat due to the widening of Broad Street and the acquisition of additional right-of-way by the South Carolina Highway Department and/or the City of Sumter.

Tax Parcel No. 229-14-05-022.

This being the identical property conveyed to Russell T. Purvis and Sharon M. Purvis by that deed of Herbert F. Dickson and Melba M. Dickson dated August ____, 2005 and recorded August 8, 2005 in Deed Book 911 at Page 1985, aforesaid records.

This conveyance is subject to all visible and recorded easements, covenants and rights of way affecting said property.

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

TO HAVE AND TO HOLD, all and singular the said premises unto the said Mortgagee, its heirs, successors and assigns forever.

AND Mortgagors do hereby bind Mortgagor's heirs, successors, executors and administrators, to procure or execute any further necessary assurances of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said Premises unto the said mortgagee, mortgagee's heirs, successors, and assigns, from and against Mortgagor and Mortgagor's heirs, successors, executors and administrators and all persons lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that if all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in mortgagee is sold or transferred and mortgagee is not a person) without mortgagee's prior written consent, mortgagee may, at its option, require immediate payment in full of all sums secured by this security instrument. However, this option shall not be exercised by mortgagee if exercise is prohibited by federal law as of the date of this security instrument.

AND IT IS AGREED, by and between the said parties, that if mortgagee exercise this option, mortgagee shall give mortgagor notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which mortgagor must pay all sums secured by this security instrument. If mortgagor fails to pay these sums prior to the expiration of this period, mortgagee may invoke any remedies permitted by this security instrument without further notice or demand on mortgagor.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagor, mortgagor's heirs, successors, executors, or administrators, shall keep the building erected, or to be erected on said premises, insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the value of the building is such company as shall be approved by the said mortgagee, and shall deliver the policy to the said mortgagee, and in default thereof, the said mortgagee, mortgagee's heirs, successors, or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from

the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said mortgagee, mortgagee's heirs, successors, or assigns shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said mortgagor, mortgagor's heirs, successors, executors, administrators, or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, mortgagee's heirs, successors, or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sums so paid, with interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the interest on the said Note, or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally first become payable, or in any other of the provision of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, mortgagee's heirs, successors, or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS AGREED, that if the holder of the Note secured hereby is compelled to pay any taxes upon the debt represented by said note, or by this mortgage, then, and in that event, unless, the said taxes are paid by some party other than the said holder, that then the entire amount of the debt secured, or intended to be secured, shall forthwith become due at the option of the said mortgagee, mortgagee's heirs, successors, or assigns, although the period for its payment may not then have expired.

AND IT IS AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, mortgagee's heirs, successors, or assigns, including a reasonable counsel fee (of not less than ten percent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED ALWAYS, and it is the true intent and meaning to the parties to these Presents, that when the said mortgagor, mortgagor's heirs, successors, executors, or administrators shall pay, or cause to be paid unto the said mortgagee, mortgagee's certain attorney's, heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee, mortgagee's heirs, successors, or assigns, according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, and the conditions thereunder written, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

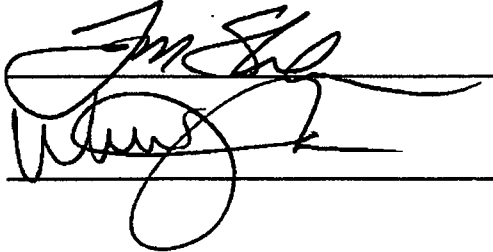
AND IT IS AGREED, that in the event of default, failure by the mortgagee to immediately enforce any provisions hereof shall not constitute a waiver of the mortgagee's right to enforce them thereafter.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor is to hold and enjoy the said premises until default of payment shall be made.

WITNESS our hands and seals this 5th day of August, 2005.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RUSSELL T. PURVIS PROPERTIES, LLC



Russell T. Purvis (L.S.)
RUSSELL T. PURVIS, Member


Sharon M. Purvis (L.S.)
SHARON M. PURVIS, Member

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF SUMTER)

I, William H. Johnson {name of official}, Notary Public in and for the State of South Carolina, do hereby certify that Russell T. Purvis and Sharon M. Purvis, as members of Russell T. Purvis Properties, LLC. {name of grantor or maker} personally appeared before me this 5th day of August, 2005 and acknowledged the due execution of the foregoing instrument.


SIGNATURE OF OFFICIAL OR NOTARY PUBLIC

My Commission Expires: 10/19/2010

