

NO RESPONDENTS BRIEF FILE

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APR 03 2019
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

The Honorable DeAndrea Gist Benjamin, Circuit Court Judge

Appellate Case No.: 2018-000608

East Chateau Land Holding, LLC and Hillcreek Farms, LLC, Appellants,

v.

Angie Delores Stokes, Candece Lorraine Stokes, and Joe Murray David,
Respondents.

RECORD ON APPEAL

Kelly Burnside
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West Columbia, SC 29169
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kburnside@oswaldlawfirm.net
Attorney for Appellants

Angie Delores Stokes, Candece Lorraine Stokes,
and Joe Murray David
135 East Chateau Drive
West Columbia, SC 29170
Respondents – *Pro Se*

April 2, 2019

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FILED

ORIGINAL

STATE OF SOUTH CAROLINA

)

) IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

2014 SEP -4 PM 3:52

HILLCREEK FARMS, LLC.,

JETH A. CARRILE
CLERK OF COURT
LEXINGTON SC

Plaintiff,

)

-vs-

)

ORDER

ANGIE DELORIS STOKES,

)

Case Number: 2014-CP-32-00087

Defendant.

)

)

The defendant moves to dismiss the complaint under Rule 12(b)(6), SCRCPP. The motion is denied.

WPL #1

This is an action for ejectment which began in the magistrate's court. The defendant answered, but also moved to dismiss. The magistrate determined that the summary court lacked jurisdiction to determine legal title to the property in question, and the matter was sent to the circuit court. In an earlier hearing, The Honorable Thomas A. Russo ruled that the plaintiff was required to amend the complaint. There were confusing requests for a writ of mandamus, and a request for a writ of mandamus is still included in the amended pleading.

The amended complaint was filed, and the defendant filed the pending motion to dismiss under Rule 12(b)(6), SCRCPP, alleging the failure to plead facts sufficient to constitute a cause of action.

The standard mandated for the circuit court in considering a motion under Rule 12(b)(6), SCRCPP is very clear and extremely narrow. As set forth in Doe v. Marion, et al., 373 S.C. 390, 645 S.E.2d 245 (2007):

In considering a motion to dismiss a complaint based on a failure to state facts sufficient to constitute a cause of action, the trial court must base its ruling solely on allegations set forth in the complaint. Spence v. Spence, 368 S.C. 106, 116,

628 S.E.2d 869, 874 (2006). If the facts alleged and inferences reasonably deducible therefrom, viewed in the light most favorable to the [party opposing the motion], would entitle the [party] to relief on any theory, then dismissal under Rule 12(b)(6) is improper. Baird v. Charleston County, 333 S.C. 519, 511 S.E.2d 69 (1999); Stiles v. Onorato, 318 S.C. 297, 457 S.E.2d 601 (1995). "The question is whether, in the light most favorable to the plaintiff and with every doubt resolved in his behalf, the complaint states any claim for relief." Gentry v. Yonce, 337 S.C. 1, 522 S.E.2d 137 (1999). The complaint should not be dismissed merely because the court doubts the plaintiff will prevail in the action. Toussaint v. Ham, 292 S.C. 415, 357 S.E.2d 8 (1987).

The allowable review is often said to be limited to the four corners of the complaint. So, the precedent requires the court at this stage to take all the allegations of the plaintiff as being true. To the extent that the defendant is asking the court to look beyond the four corners of the complaint, the court declines to do so at this point.

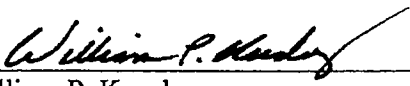
WPK #1
The defendant cites to provisions of the landlord-tenant act which are asserted to require the plaintiff to seek a determination of the rights to the real estate before bringing an action for ejectment. This action was brought under a different code section. South Carolina Code Ann. §15-67-610 typically governs situations where the plaintiff claims that the defendant is a trespasser on the land, and that is the section that was utilized by the plaintiff here. This court does not believe that there is a requirement to first seek some declaration of rights related to the real estate as a condition precedent to bringing this type of ejectment action. Certainly, the response of the defendant may create issues that need to be litigated, and the parties are free to seek a declaration of rights either in the pending action or in a separate action. The statutory scheme in §15-67-20 envisions that the magistrate may grant or deny the request for ejectment, and is to require posting of a bond. Either side may then appeal to the circuit court.

There is also an assertion that the plaintiff has failed to name a necessary party. The court does not believe that is grounds for dismissal of the action at this point. A necessary party may be brought into the litigation without dismissing the complaint.

THEREFORE, IT IS ORDERED that the motion to dismiss under Rule 12(b)(6) is denied. The defendant must file responsive pleadings within 30 days from the date that this order is mailed to the defense attorney by the clerk of court. Nothing contained herein prohibits the defendant from raising these issues in its responsive pleadings and/or at a later stage.

AND IT IS SO ORDERED.

September 4, 2014



William P. Keesley
Judge

#3

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

Hillcreek Farms, LLC,)

Plaintiff,)

vs.)

Angie Deloris Stokes,)

Defendant.)

IN THE COMMON PLEAS COURT
ELEVENTH JUDICIAL CIRCUIT

C/A#: 14-CP-32-0087

CONSENT ORDER TO AMEND
COMPLAINT

FILED

FILED

IT APPEARING that counsel for Plaintiff wishes to amend the Complaint filed on June 2, 2014, pursuant to Rule 15 of the SCRPC;

IT ALSO APPEARING that Defendant's counsel consents to said amendment;

NOW, THEREFORE, on motion of Gene Stockholm, Esquire, attorney for Plaintiff, Hillcreek Farms, LLC,

IT IS ORDERED that the Plaintiff be permitted to amend his Complaint.


JUDGE
ELEVENTH JUDICIAL CIRCUIT

DEC. 30, 2014
Lexington, South Carolina

I SO MOVE:


Gene Stockholm
Attorney for Plaintiff

I CONSENT:


Glenn Walters
Attorney for Defendant

ORIGINAL

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

Hillcreek Farms, LLC)

Plaintiff,)

vs.)

Angie Deloris Stokes)

Defendant.)

IN THE FAMILY COURT
ELEVENTH JUDICIAL CIRCUIT

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Docket No. 14-CP-32-0087

Plaintiff's Attorney: Kelly Burnside, Bar No. 101514 Address: 1031 Center Street, W. Cola., SC 29169 Phone: (803)796-7260 Fax (803)796-1055 E-mail: kburnside@oswaldlawfirm.net Other:	Defendant's Attorney: Glenn Walters, Bar No. _____ Address: Post Office Box 1346, Orangeburg, SC 29116 Phone: _____ Fax _____ E-mail: _____ Other: _____
--	--

- ☐ **MOTION HEARING REQUESTED** (attach written motion and complete **SECTIONS I and III**)
☐ **FORM MOTION, NO HEARING REQUESTED** (complete **SECTIONS II and III**)
☒ **PROPOSED ORDER/CONSENT ORDER** (complete **SECTIONS II and III**)

SECTION I: Hearing Information

Nature of Motion: _____

Estimated Time Needed: _____

Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached

☒ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Kelly Burnside / 1/18/14
Signature of Attorney for ☒ Plaintiff / ☐ Defendant

December 18, 2014
Date submitted

SECTION III: Motion Fee

☐ PAID - AMOUNT: \$ _____

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☒ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

Judge Signature: _____

CLERK'S VERIFICATION

Collected by: [Signature] Date Filed: 12-22-14

☒ MOTION FEE COLLECTED: \$ 25.

☐ CONTESTED - AMOUNT DUE: \$ _____

Custodial Parent (if applicable): _____

ORIGINAL

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

Hillcreek Farms, LLC,)

Plaintiff,)

vs.)

Angie Deloris Stokes,)

Defendant.)

IN THE COMMON PLEAS COURT
ELEVENTH JUDICIAL CIRCUIT

C/A#: 14-CP-32-00871 2015 APR -2 P 2:15

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC.

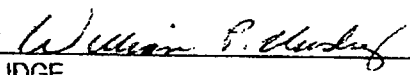
CONSENT ORDER TO AMEND
COMPLAINT

IT **APPEARING** that counsel for Plaintiff wishes to amend the Complaint in this matter to add any parties as Defendants, pursuant to Rule 15 of the SCRPC;

IT **ALSO APPEARING** that Defendant's counsel consents to said amendment;

NOW, THEREFORE, on motion of Kelly Burnside, Esquire, attorney for Plaintiff, Hillcreek Farms, LLC,

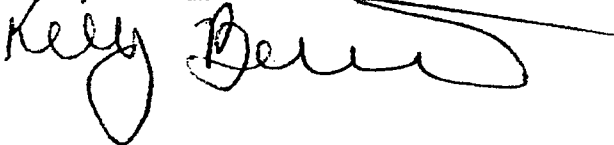
IT **IS ORDERED** that the Plaintiff be permitted to amend his Complaint to add any parties as Defendants in this matter. Further, all other issues in this matter shall be held in abeyance until all parties can be properly added and served.


JUDGE
ELEVENTH JUDICIAL CIRCUIT

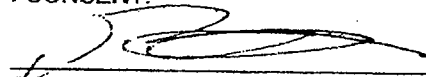
April 1
~~March 16~~, 2015
Lexington, South Carolina

I SO MOVE:


Kelly Burnside
Attorney for Plaintiff



I CONSENT:


Glenn Walters
Attorney for Defendant

ORIGINAL

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

Hillcreek Farms, LLC,)

Plaintiff,)

vs.)

Angie Deloris Stokes,)

Defendant.)

IN THE COMMON PLEAS COURT
ELEVENTH JUDICIAL CIRCUIT

C/A#: 14-CP-32-0087

CONSENT ORDER TO AMEND
COMPLAINT

FILED
2015 APR 15 PM 3:03
CLERK OF COURT
ELEVENTH JUDICIAL CIRCUIT
LEXINGTON, SC

IT APPEARING that counsel for Plaintiff wishes to amend the Complaint in this matter to add any parties as Defendants, pursuant to Rule 15 of the SCRCP;

IT ALSO APPEARING that Defendant's counsel consents to said amendment;

NOW, THEREFORE, on motion of Kelly Burnside, Esquire, attorney for Plaintiff, Hillcreek Farms, LLC,

IT IS ORDERED that the Plaintiff be permitted to amend his Complaint to add any parties as Defendants in this matter. Further, all other issues in this matter shall be held in abeyance until all parties can be properly added and served.

(wcc)

April 15

~~March 16~~, 2015
Lexington, South Carolina

William P. Clashing
JUDGE
ELEVENTH JUDICIAL CIRCUIT

I SO MOVE:

Kelly Burnside
Kelly Burnside
Attorney for Plaintiff

I CONSENT:

Glenn Walters
Glenn Walters
Attorney for Defendant

ORIGINAL

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Hillcreek Farms, LLC.,

Plaintiff,

v.

Angie Delores Stokes, et. al.,

Defendant.

IN THE COURT OF COMMON PLEAS

C/A No. 2014-CP-32-00087

ADMINISTRATIVE ORDER

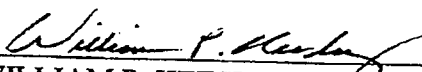
RECEIVED
CLERK OF COURT
LEXINGTON, SC

FILED
MAY 11 PM 12:42

This case came before me for a jury trial on May 9, 2016. This case is not ready for trial and the attorneys were instructed on the record that the Court is setting out the following deadlines for this case:

1. The Plaintiff is to file an amended summons and complaint within thirty (30) days and serve it upon the Defendants' counsel within that time, as well as serving it upon any additional parties that might be added.
2. The Defendants have thirty (30) days from receipt of the amended summons and complaint to file and serve responsive pleadings.
3. The amended complaint and any responsive pleadings must list with specificity the causes of action and defenses that are being maintained. The legal theory under which recovery is being pursued or a defense is being asserted must be identified in the heading of each cause of action or defense. They must also clearly identify whether a claim or defense relates to one party or group of parties, as opposed to others.
4. The attorneys are to discuss with their clients whether there is a demand for a jury trial as to any issues.
5. The attorneys are to appear in person for a status conference that should be scheduled within fifteen (15) days after the Defendants serve their responsive pleadings on the Plaintiff. At that status conference, the attorneys must be prepared to advise the court as to what jury issues, if any, may be present in the case and any defenses.

AND IT IS SO ORDERED.


WILLIAM P. KEESLEY

Chief Judge for Administrative Purposes, Common Pleas

May 9, 2016.

ORIGINAL

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

Hillcreek Farms, LLC.,)

Plaintiff,)

v.)

Angie Delores Stokes, et. al.,)

Defendant.)

IN THE COURT OF COMMON PLEAS

C/A No. 2014-CP-32-00087

ADMINISTRATIVE ORDER

TH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

2016 JUL 22 P 2:53

FILED

A status conference was held today. The following information was supplied to the court and directives given.

1. The defendants intend to file a motion to amend their Answer to the Second Amended Complaint so as to include counterclaims and a request for dismissal of the action. If they are not proceeding as having a right to amend within thirty (30) days, they must file and serve their motion by August 15, 2016.
2. In a previous administrative order, the court directed that the amended complaint and any responsive pleadings must list with specificity the causes of action and defenses that are being maintained. The legal theory under which recovery is being pursued or a defense is being asserted must be identified in the heading of each cause of action or defense. They must also clearly identify whether a claim or defense relates to one party or group of parties, as opposed to others.
3. The attorneys are to clearly designate whether there is a demand for a jury trial as to any issues and identify which issues those are.

AND IT IS SO ORDERED.



WILLIAM P. KEESLEY

Chief Judge for Administrative Purposes, Common Pleas

July 22, 2016

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

HILLCREEK FARMS LLC et. al

Plaintiff

vs.

ANGIE DELORIS STOKES et. al

Defendant

ORIGINAL

FILED
ELEVENTH JUDICIAL CIRCUIT
THE COURT OF COMMON PLEAS

2016 SEP 21 A 8:01

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

ORDER DENYING MOTIONS
Civil Action No. 2014CP3200087

After careful consideration, the Court finds that there are genuine issues of material facts and both Motions for Summary Judgment are denied.

As to the Defendant's Motion to Amend the Answer and Counterclaim, the same is denied as the amendment involves a proposed cause of action against a person not a party to this case.

So ordered.


DONALD B. HOCKER
PRESIDING CIRCUIT COURT JUDGE

Lexington, South Carolina
Date: September 20, 2016

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

East Chateau Land Holding, LLC
and Hillcreek Farms, LLC,
Plaintiffs

v.

Angie Delores Stokes, Candace
Lorraine Stokes, and Joe Murray David,
Defendants.

IN THE CIRCUIT COURT
FOR THE ELEVENTH JUDICIAL
CIRCUIT

CASE NO. 2014-CP-32-00087

ORDER

INTRODUCTION:

This matter came before Judge DeAndrea Gist Benjamin on February 27, 2017 in the Court of Common Pleas for Lexington County, South Carolina. Present at the hearing was counsel for Plaintiffs, Kelly Burnside, Esq., and counsel for Defendants, Glenn Walters, Esq. and Hemphill Pride, Esq. The Court presided over a non-jury quiet title action. This Court reviewed the pleadings, exhibits, memoranda, and arguments of counsel. The Court issues the following Order to quiet title to Defendant, Angie Delores Stokes.

FACTUAL BACKGROUND

The heart of this lawsuit involves multiple deed conveyances transferring interest in a property located at 135 East Chateau Drive, West Columbia, South Carolina 29170. Plaintiff, East Chateau Land Holdings, LLC executed a deed on May 20, 2011 that purports to transfer its interest in the subject property to Defendant Angie Delores Stokes. Defendant, Angie Delores Stokes executed a deed on November 4, 2011 that purports to convey her interest in the property to Plaintiff Hillcreek Farms, LLC. Plaintiffs filed a Complaint seeking an ejectment action against Defendants. Plaintiffs filed a Second Amended Complaint seeking for the Court to quiet



title in favor of either Plaintiff. The Defendants filed an Answer alleging fraud and misrepresentation among other things, and filed an Amended Answer denying that deed conveyances occurred between Plaintiffs and Defendants.

FINDINGS OF FACT:

1. The subject property in this action is located at 135 East Chateau Drive, West Columbia, South Carolina 29170.¹
2. Ms. Angie Delores Stokes is an elderly woman that was involved in a romantic relationship with a younger man named Mr. Albert Jerry Sanders, Jr.
3. Mr. Albert Jerry Sanders, Jr. is not a party to this lawsuit but he is the common thread connecting the Plaintiffs and Defendants in this action.
4. Mr. Albert Jerry Sanders, Jr. owns numerous corporations including East Chateau Land Holdings, LLC.
5. On December 4, 2009, Mr. Albert Jerry Sanders, Jr. filed for Chapter 7 Bankruptcy with the United States Bankruptcy Court of South Carolina.
6. In 2010, the United States Bankruptcy court found that Mr. Albert Jerry Sanders, Jr. deficiently filed his bankruptcy application by failing to file accurate and complete schedules.
7. Mr. Albert Jerry Sanders, Jr. transferred 100 % interest in Hillcrest Farms, LLC to his mother, Joan Sanders, on July 24, 2007.
8. In 2011, Mr. Albert Jerry Sanders, Jr. communicated to Ms. Angie Delores Stokes his intentions to marry her.
9. Mr. Albert Jerry Sanders, Jr. gave the subject property to Ms. Angie Delores Stokes.

¹ The legal description of the property is designated at "Lot 3-B containing .31 acres on that plat prepared for East Chateau Dr. Land Holding, LLC by Douglass E. Platt, Sr., dated May 20, 2011. Pl.'s Exh. 2 and 4.

10. A deed conveyance occurred on May 20, 2011 that transferred the subject property from East Chateau Drive Land Holding, LLC to Ms. Angie Delores Stokes.
11. Ms. Angie Delores Stokes and other Defendants use the subject property as their primary residence.
12. On October 5, 2011, Ms. Angie Delores Stokes executed a Fixed Rate Second Mortgage with MetLife Home Loans on the subject property.
13. Ms. Angie Delores Stokes gave the money received from the Fixed Rate Second Mortgage to Mr. Albert Jerry Sanders, Jr.
14. In 2011, Mr. Albert Jerry Sanders, Jr. and Ms. Angie Delores Stokes were engaged.
15. A representation was made to Ms. Angie Delores Stokes that as part of her upcoming nuptial arrangements her signature was required on certain documents.
16. On November 11, 2011, Ms. Angie Delores Stokes, Joan Sanders, and a third party met at Lizard's Thicket where Ms. Stokes signed a document.
17. Ms. Angie Delores Stokes was told the meeting was for her to sign marriage related documents and she believes she signed a marriage related document.
18. No minutes or notes were recorded from the meeting on November 4, 2011.
19. A deed was executed on November 4, 2011 that purports to transfer the subject property from Ms. Angie Delores Stokes to Hillcreek Farms, LLC whereby Ms. Joan Sanders served as a witness and public notary.

CONCLUSIONS OF LAW

1. Ms. Angie Delores Stokes signed a deed that purports to convey her interest in the subject property based on a misrepresentation that she was signing a marriage document.

2. Ms. Joan Sanders held an interest in Hillcreek Farms, LLC, which creates a disqualifying interest of the notary public to the deed conveyance. *Franklin v. Sav. & Loan Co. v. Riddle*, 216 S.C. 367, 372-3, 57 S.E.2d 910, 912 (1950).
3. As the notary public to the transaction, Ms. Joan Sanders was prohibited from performing a notarial act while directly receiving commission, fee, advantage, right, title, interest, cash, property, or other consideration. S.C. CODE ANN. § 26-1-90(C) (4); *Franklin v. Sav. & Loan Co. v*, 216 S.C. at 372-3, 57 S.E.2d at 912 (1950).
4. Ms. Joan Sanders is not listed as a party on the deed conveyance and her interest in the deed conveyance is not apparent from the face of the document. *Watts v. Whetstone*, 79 S.C. 357, 60 S.E. 703, 704 (1908); *Franklin v. Sav. & Loan Co. v. Riddle*, 216 S.C. 367, 372-3, 57 S.E.2d 910, 912 (1950).
5. The fact Ms. Joan Sanders held a disqualifying interest, served as a witness, and Ms. Angie Delores Stokes asserts that she believed she signed a marriage related document thrusts into question the legality of the deed execution. *Franklin v. Sav. & Loan Co. v. Riddle*, 216 S.C. 367, 372-3, 57 S.E.2d 910, 912 (1950).
6. The deed execution that purports to convey the subject property from Ms. Angie Delores Stokes to Hillcreek Farms, LLC is one transaction connected to a web of nebulous property transfers initiated by Mr. Albert Jerry Sanders, Jr. to his various corporations and close family members.
7. Ms. Angie Delores Stokes executed a reverse mortgage on the property *only after* receiving it from Mr. Albert Jerry Sanders, Jr, and she continues to reside there.

8. Due to misconduct on the part of Hillcreek Farms, LLC leading up to and during the execution of the deed and the belief held by Ms. Angie Delores Stokes that she was signing a marriage document voids the transaction.

Title to the subject property shall be quieted to Defendant Angie Delores Stokes.

IT IS SO ORDERED.

Richland, South Carolina
March 5, 2018



The Honorable DeAndrea Gist Benjamin
Judge, Court of Common Pleas
Fifth Judicial Circuit

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Hillcreek Farms, LLC,

vs.

Angie Delores Stokes,

Plaintiff(s)

Defendant(s)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION COVERSHEET

2014- CP -32

COPY

(Please Print)

Submitted By: Gene Stockholm

Address: 1031 Center Street

West Columbia, SC 29169

SC Bar #: 5361

Telephone #: 803-796-7260

Fax #: 803-796-1055

Other:

E-mail:

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is exempt from ADR (certificate attached).

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|---|--|--|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199) | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
☐ Notice/ File Med Mal (230)
☐ Other (299) | Torts - Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☒ Other (399)
Petition | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) |
| Inmate Petitions
☐ PCR (500)
☐ Sexual Predator (510)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Other (799) | Administrative Law/Relief
☐ Reinstate Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture (840)
☐ Other (899) | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Administrative Law Judge (980)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999) |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) | | | |
| ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650) | | | |

Submitting Party Signature: _____

Date: 11/7/14

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY
Florence, Horry, Lexington, Richland, Greenville and Anderson

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: **You must comply with the Supreme Court Rules regarding ADR.**
 Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
)
Hillcreek Farms, LLC,)
)
)
Plaintiff,)
)
v.)
)
Angie Delores Stokes,)
)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

C.A. #: 14-CP-32-_____

CERTIFICATE OF
EXEMPTION/WITHDRAWAL
FROM ARBITRATION
AND MEDIATION

I certify that this action is exempt from arbitration, because:

- ☒ monetary relief requested in this case does not exceed \$25,000;
☐ this is a class action;
☐ there is a substantial claim for injunction or declaratory relief in this case;
 ☐ title to real estate
 ☐ Wills, trusts and decedent's estates
 ☐ mortgage foreclosure
 ☐ partition
☐ this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
☐ monetary relief requested in this case is unspecified but exceeds \$25,000;
☐ this case is a companion or related to similar actions pending in other courts with which the action might be consolidated but for lack of jurisdiction or venue;
☐ this action is appellate in nature;
☐ this is a post-conviction relief matter;
☐ this is forfeiture proceeding brought by the State; or
☐ this a contempt of court proceeding.

Date: 1/7/14

Attorney for D

NOTE: Motion must be presented to the court, a hearing held, and a finding made, for exemption or withdrawal from arbitration for "strong and compelling reason" sought pursuant to Rule 1(d), Rules of Circuit Court Arbitration.

Defendant,

SUMMONS

021

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	ELEVENTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON	)	
	)	
Hillcreek Farms, LLC,	)	
Plaintiff,	)	
	)	
vs.	)	PETITION FOR WRIT MANDAMUS
	)	AND VACATE
Angie Delores Stokes,	)	
Defendant.	)	

The Plaintiff appearing before the Court and alleging of the Defendant would respectfully show this Court as follows:

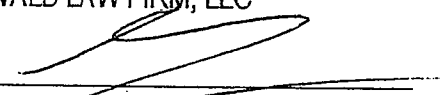
1. Plaintiff is a properly organized South Carolina LLC who conducts business in Lexington County, South Carolina.
2. Defendant is a citizen and resident of Lexington County, South Carolina.
3. That on November 4, 2011 the Defendant by a valid and correct deed did convey to Plaintiff the property in Attachment A.
4. Plaintiff has asked Defendant and any and all friends or family members to vacate the home.
5. Defendant has refused.
6. Plaintiff filed an action with the Oak Grove Magistrate to vacate the premises under SC Code Section 15-67-610.
7. The Defendant claimed the deed was fraudulent and the Court dismissed the action for lack of jurisdiction.
8. Plaintiff has had the signature of the Defendant reviewed by an expert and the defendant did sign the deed to the Plaintiff.
9. Plaintiff asks this Court for a Writ of Mandamus ordering the Defendant and/or family and friends to vacate the property at once.

10. If the Court does not order an immediate vacation by Defendant and/or family and friends then the Plaintiff asks the court to Order rent payments of \$800.00 per month to be placed in an escrow account until the matter is finally decided.

Wherefore, Plaintiff request the Court issue the Writ of Mandamus and any other relief the Court feels is appropriate.

Respectfully Submitted:

OSWALD LAW FIRM, LLC

By: 
Gene Stockholm
1031 Center Street
West Columbia, SC 29169
(803) 796-7260; (803) 796-1055
ATTORNEYS FOR PLAINTIFF

January 7, 2014

Instrument: 2012046302

Book/Page: R 15783 : 312

Date/Time: 09/25/2012 11:39:03:427

Document: 04

2012046302 FILED, RECORDED, INDEXED
 09/25/2012 11:39:03:427
 REC FEE: \$18.00 ST FEE: \$1.30 Exempt
 CD FEE: \$0.55 Exempt Pages: 2
 Lexington County R.O.D. Debra M. Gunter
 DEED Bk:Pg 15783:312

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF LEXINGTON

Know All Men by These Presents:

Angie Delores Stokes

in the State aforesaid, for and in consideration of Five and No/100s (\$5.00), Dollars and no other monetary consideration paid to the Grantor (s) at and before the sealing of these presents by Grantee (s) (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

HILL CREEK FARM, LLC

All my right, title and interest in and to...
 See attached Exhibit "A" for property description.

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 before mentioned unto the grantee(s) hereinabove named, and his/her/their Heirs and Assigns forever.

And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the grantee(s) hereinabove named, and the grantee's(s') Heirs and Assigns against the grantor(s) and the grantor's(s') Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness the grantor's(s') hand(s) and seal(s) this 4th day of Nov, in the year of our Lord Two Thousand and Eleven (2011)

Signed, Sealed and Delivered in the Presence of

Joan Sanders

Witness:

Angie Delores Stokes

Angie Delores Stokes

Loaf W. Millwood

Witness

(Seal)

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF LEXINGTON)

PERSONALLY APPEARED before me one of the witness signed above and made oath that he/she saw the within Grantor(s) sign, seal and his/her act and deed deliver the within written deed, and that s/he with the other witness signed above witnessed the execution thereof.

SWORN to before me this 4th day of Nov 2011

Loaf W. Millwood

Witness' signature

Joan Sanders

Notary Public for South Carolina

My Commission Expires: 4-3-2013

TRUE CERTIFIED COPY

Lexington County Register of Deeds

By Sharon K. Starnes

Date 12-6-13 No. of pgs. 2

Exhibit "A"

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated as Lot "3-B" containing 0.31 acres on that plat prepared for East Chateau Dr. Land Holding, LLC, by Douglas E. Platt, Sr. dated May 20, 2011, to be recorded. According to the aforesaid plat, said lot having the following boundaries and measurements, to-wit: on the West by property now or formerly of Albert Jerry Sanders, Jr. whereon it measures the distance of 130.0 feet; on the North by other property of the Grantor designated as Lot "3-A" whereon it measures the distance of 102.19 feet; on the East by property now or formerly of Albert Jerry Sanders, Jr. whereon it measures the distance of 130.0 feet; and on the South by East Chateau Drive, whereon it fronts and measures a distance of 102.19 feet, all measurements being a little more or less and reference curved to the aforesaid plat for a more complete and accurate description.

This being a portion of the property conveyed to the Grantor by deed of Albert Jerry Sanders, Jr. dated April 14, 2008 and recorded in Record Book 13099 at page 176.

TMS# Portion of: 007821-01-003

Grantor's address: 3504 PRINCETON RD. GASTON, S.C.
29053

DERIVATION:

This is the same/portion of property conveyed to the Grantor/Mortgagor from Albert Jerry Sanders, Jr. recorded 8-19-08 and filed in Record Book 12011 Page 176.

DERIVATION:

This is the same/portion of property conveyed to the Grantor/Mortgagor from East Chateau Dr. Land Holding LLC recorded 6-23-11 and filed in Record Book 14922 Page 149.

Lexington County Register of Deeds

Debra M. Gunter

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2014 APR 18 P 12:37

HILLCREEK FARMS, LLC,

Plaintiff,

ANGIE DELORES STOKES,

Defendant.

Case No.: 2014-CP-32-00087

**NOTICE OF MOTION AND
MOTION TO DISMISS**

ORIGINAL

NOTICE OF MOTION

YOU WILL PLEASE TAKE NOTICE that Defendant, by and through the undersigned attorney, will move before the presiding Judge of the above-captioned court, not earlier than ten days (10) after service of this Notice and Motion, unless a different period is fixed by an order of the Court, for an order dismissing the Plaintiff's Complaint pursuant to Rule 12(b)(6), SCRPC, because the complaint fails to state a claim upon which relieve can be granted. The grounds for the Motion are as stated below and for the ground stated in Defendant's Answer labeled as the Ninth Defense.

MOTION TO DISMISS COMPLAINT
(Rule 12(b)(6), SCRPC)

Pursuant to Rule 12(b)(6), SCRPC and its interpretative case law, Defendant, by an through the undersigned attorney, moves to dismiss the Plaintiff's complaint for failure to state a claim upon which relief can be granted. The grounds for the motions are as follows:

1. Plaintiff seeks to resolve his dispute with the Defendant using a Petition for Writ of Mandamus; however, he fails to name the public official to whom the mandamus is

directed. Therefore, Plaintiff has failed to properly state and allege a Petition for Mandamus.

2. Mandamus is the highest judicial writ known to the law. *Brackenbrook N. Charleston, LP v. County of Charleston*, 360 S.C. 390, 400, 602 S.E.2d 39, 45 (2004). It is a coercive writ which orders a **public official to perform a ministerial duty**. *Wilson v. Preston*, 378 S.C. 348, 354, 662 S.E.2d 580, 582 (2008); *Ex Parte Littlefield*, 343 S.C. 212, 222, 540 S.E.2d 81, 86 (2000)(emphasis added). In the case before the Court, Plaintiff has failed to name a public official as a party. Instead, he seeks to resolve his dispute with a mandamus rather than a Summons and Complaint.
3. For a writ of mandamus to issue, the following must be shown: (1) a duty of the Respondent to perform the act; (2) the ministerial nature of the act; (3) the Petitioner's specific legal right for which discharge of the duty is necessary; and (4) a lack of any other legal remedy. *Wilson v. Preston*, 378 S.C. at 354, 662 S.E.2d at 583. A ministerial act or duty is one which a person performs because of a legal mandate which is defined with such precision as to leave nothing to the exercise of discretion. *Id.* at 354, 662 S.E.2d at 583. Plaintiff's complaint fails all four requirements. He has not named a Respondent who serves in an official capacity. Therefore, there is no one before the Court who has a duty to perform a ministerial act. Plaintiff has no legal right to which discharge of a duty is necessary because the magistrate dismissed his action for lack of jurisdiction. As to standard number 4, Plaintiff has another remedy at law—he can simply file a Summons and Complaint and assert his claim for relief against the Defendant. By failing to allege required elements of a Mandamus, Plaintiff has failed to state a cause of action upon which relief can be granted.

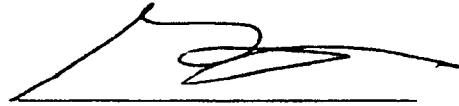
4. Mandamus will issue only to compel a public official to perform a mandatory legal duty. *Redmond v. Lexington County School Dist. No. Four*, 314 S.C. 431, 445 S.E.2d 441 (1994). The primary purpose of a writ of mandamus is to enforce an established right and a corresponding imperative duty created or imposed by law. *Littlefield v. Williams*, 343 S.C. 212, 540 S.E.2d 81 (2000); When the legal right is doubtful, or the performance of duty rests in discretion, or when there is another adequate remedy, a writ of mandamus cannot rightfully be issued. *In the Interest of Lyde*, 284 S.C. 419, 327 S.E.2d 70 (1985). Again, Plaintiff has not named a public official as a Respondent; he has not received a court order giving him rights to the property. As a matter of law, Plaintiff's complaint must be dismissed.

5. "Issuance of a particular decision by a judge is typically a matter of discretion and, therefore, not proper for mandamus." *See, The City of Rock Hill vs. Michael Dean Thompson*, ___ S.E.2d ___ (SC, 2002)(case number 25429)(citing, 55 C.J.S. *Mandamus* § 83 (1998) (while mandamus may be employed to compel an inferior tribunal to exercise its discretion, ordinarily it may not be used to direct or compel the exercise of the discretion in a particular way); *see also Godwin v. Carrigan*, 227 S.C. 216, 87 S.E.2d 471 (1955) (ministerial duty is one which a person performs in obedience to a mandate of legal authority without regard to the exercise of his own judgment upon the propriety of the act to be done). In the case before the Court, Plaintiff erroneously tries to use a Petition for Writ of Mandamus to force the magistrate to rule in his favor. The proper course was for the Plaintiff to appeal the magistrate court's decision to the Circuit Court.

WHEREFORE, for the reasons outlined in this Motion and based upon the arguments to be presented at the hearing of this Motion, Defendant seeks the following relief:

- a. For an order dismissing the Plaintiff's complaint;
- b. For an order granting Plaintiff the cost of this action, along with a sum of reasonable attorney's fees due to the frivolousness of the Plaintiff's pleadings;
- c. For such further relief the Court deems just and proper.

Dated: April 9, 2014



GLENN WALTERS, Esquire
1910 Russell Street (29115)
Post Office Box 1346
Orangeburg, SC 29116
Ph: 803 531-8844
Fax: 803 531-3628
SC Bar No.: 13158
Attorney for Defendant

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

Hillcreek Farms, LLC,

Plaintiff,

v.

Angie Delores Stokes,

Defendant.

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

C.A. #: 14-CP-32-0087

AMENDED CERTIFICATE OF
EXEMPTION/WITHDRAWAL
FROM ARBITRATION
AND MEDIATION

FILED
2014 JUN -2 PM 10:22
CIRCUIT COURT
ELEVENTH JUDICIAL CIRCUIT

I certify that this action is exempt from arbitration, because:

- ☒ monetary relief requested in this case does not exceed \$25,000;
☐ this is a class action;
☐ there is a substantial claim for injunction or declaratory relief in this case;
 ☐ title to real estate
 ☐ Wills, trusts and decedent's estates
 ☐ mortgage foreclosure
 ☐ partition
☐ this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
☐ monetary relief requested in this case is unspecified but exceeds \$25,000;
☐ this case is a companion or related to similar actions pending in other courts with which the action might be consolidated but for lack of jurisdiction or venue;
☐ this action is appellate in nature;
☐ this is a post-conviction relief matter;
☐ this is forfeiture proceeding brought by the State; or
☐ this a contempt of court proceeding.

Date: 5/21/14

Attorney for [Signature]

NOTE: Motion must be presented to the court at a hearing held, and a finding made, for exemption or withdrawal from arbitration for "strong and compelling reason" sought pursuant to Rule 1(d), Rules of Circuit Court Arbitration.

Defendant,

AMENDED SUMMONS

NS

2011-11-10 10:22

27-0

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
)
Hillcreek Farms, LLC,)
)
Plaintiff,)
)
vs.)
)
Angie Delores Stokes,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

C/A#: 14-CP-32-0087

COMPLAINT
EJECTMENT

SETTLED
CLERK OF COURT
JAN 14 2015

2014 JAN -2 AM 10:22

FILED

The Plaintiff appearing before the Court and alleging of the Defendant would respectfully show this Court as follows:

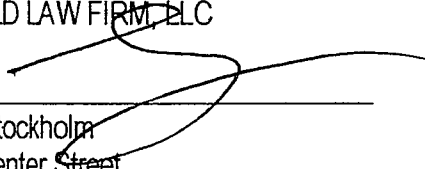
1. Plaintiff is a properly organized South Carolina LLC who conducts business in Lexington County, South Carolina.
2. Defendant is a citizen and resident of Lexington County, South Carolina.
3. That on November 4, 2011 the Defendant by a valid and correct deed did convey to Plaintiff the property in Attachment A.
4. Plaintiff has asked Defendant and any and all friends or family members to vacate the home.
5. Defendant has refused.
6. Plaintiff filed an action with the Oak Grove Magistrate to vacate the premises under SC Code Section 15-67-610.
7. The Defendant claimed the deed was fraudulent and the Court dismissed the action for lack of jurisdiction.
8. Plaintiff has had the signature of the Defendant reviewed by an expert and the defendant did sign the deed to the Plaintiff.
9. Plaintiff asks this Court for an Order ordering the Defendant and/or family and friends to eject/vacate the property at once.

10. If the Court does not order an immediate ejection/vacation by Defendant and/or family and friends then the Plaintiff asks the court to Order rent payments of \$800.00 per month to be placed in an escrow account until the matter is finally decided.

Wherefore, Plaintiff request the Court issue the Writ of Mandamus and any other relief the Court feels is appropriate.

Respectfully Submitted:

OSWALD LAW FIRM, LLC

By: 

Gene Stockholm

1031 Center Street

West Columbia, SC 29169

(803) 796-7260; (803) 796-1055

ATTORNEYS FOR PLAINTIFF

May 21, 2014

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED
2014 JUN 24 P 12:56

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

HILLCREEK FARMS, LLC

Plaintiff,

ANGIE DELORES STOKES,

Defendant.

Case No.: 2014-CP-32-00087

**NOTICE OF MOTION AND
MOTION TO DISMISS**

ORIGINAL

NOTICE OF MOTION

YOU WILL PLEASE TAKE NOTICE that Defendant, by and through the undersigned attorney, will move before the presiding Judge of the above-captioned court, not earlier than ten days (10) after service of this Notice and Motion, unless a different period is fixed by an order of the Court, for an order dismissing the Plaintiff's Complaint pursuant to Rule 12(b)(6), SCRPC, because the complaint fails to state a claim upon which relieve can be granted. The grounds for the Motion are as stated below.

MOTION TO DISMISS COMPLAINT
(Rule 12(b)(6), SCRPC)

Pursuant to Rule 12(b)(6) SCRPC and its interpretative case law, Defendant, by an through the undersigned attorney, moves to dismiss the Plaintiff's complaint for failure to state a claim upon which relief can be granted. The grounds for the motions are as follows:

1. Plaintiff seeks to resolve his dispute with the Defendant using a Complaint for Writ of Ejectment, and Plaintiff seeks the remedy of Writ of Mandamus in its prayer for relief; however, he fails to name the public official to whom the mandamus is directed. Therefore, Plaintiff has failed to properly state and allege a Petition for Mandamus.

2. Mandamus is the highest judicial writ known to the law. *Brackenbrook N. Charleston, LP v. County of Charleston*, 360 S.C. 390, 400, 602 S.E.2d 39, 45 (2004). It is a coercive writ which orders a **public official to perform a ministerial duty**. *Wilson v. Preston*, 378 S.C. 348, 354, 662 S.E.2d 580, 582 (2008); *Ex Parte Littlefield*, 343 S.C. 212, 222, 540 S.E.2d 81, 86 (2000)(emphasis added). In the case before the Court, Plaintiff has failed to name a public official as a party. Instead, he seeks to resolve his dispute with a mandamus rather than a Summons and Complaint.
3. For a writ of mandamus to issue, the following must be shown: (1) a duty of the Respondent to perform the act; (2) the ministerial nature of the act; (3) the Petitioner's specific legal right for which discharge of the duty is necessary; and (4) a lack of any other legal remedy. *Wilson v. Preston*, 378 S.C. at 354, 662 S.E.2d at 583. A ministerial act or duty is one which a person performs because of a legal mandate which is defined with such precision as to leave nothing to the exercise of discretion. *Id.* at 354, 662 S.E.2d at 583. Plaintiff's complaint fails all four requirements. He has not named a Respondent who serves in an official capacity. Therefore, there is no one before the Court who has a duty to perform a ministerial act. Plaintiff has no legal right to which discharge of a duty is necessary because the magistrate dismissed his action for lack of jurisdiction. As to standard number 4, Plaintiff has another remedy at law—he can simply file a Summons and Complaint and assert his claim for relief against the Defendant. By failing to allege required elements of a Mandamus, Plaintiff has failed to state a cause of action upon which relief can be granted.
4. Mandamus will issue only to compel a public official to perform a mandatory legal duty. *Redmond v. Lexington County School Dist. No. Four*, 314 S.C. 431, 445 S.E.2d 441

(1994). The primary purpose of a writ of mandamus is to enforce an established right and a corresponding imperative duty created or imposed by law. *Littlefield v. Williams*, 343 S.C. 212, 540 S.E.2d 81 (2000); When the legal right is doubtful, or the performance of duty rests in discretion, or when there is another adequate remedy, a writ of mandamus cannot rightfully be issued. *In the Interest of Lyde*, 284 S.C. 419, 327 S.E.2d 70 (1985). Again, Plaintiff has not named a public official as a Respondent; he has not received a court order giving him rights to the property. As a matter of law, Plaintiff's complaint must be dismissed.

5. "Issuance of a particular decision by a judge is typically a matter of discretion and, therefore, not proper for mandamus." *See*, *The City of Rock Hill vs. Michael Dean Thompson*, ___ S.E.2d ___ (SC, 2002)(case number 25429)(citing, *55 C.J.S. Mandamus* § 83 (1998) (while mandamus may be employed to compel an inferior tribunal to exercise its discretion, ordinarily it may not be used to direct or compel the exercise of the discretion in a particular way); *see also Godwin v. Carrigan*, 227 S.C. 216, 87 S.E.2d 471 (1955) (ministerial duty is one which a person performs in obedience to a mandate of legal authority without regard to the exercise of his own judgment upon the propriety of the act to be done). In the case before the Court, Plaintiff erroneously tries to use a Petition for Writ of Mandamus to force the magistrate to rule in his favor. The proper course was for the Plaintiff to appeal the magistrate court's decision to the Circuit Court.
6. Plaintiff styles its action as an ejectment action. Ejectment in South Carolina is a statutory remedy governed by Title 27, Chapter 40. Such request for an order of ejectment must first be predicated on the issuance of an order giving the Plaintiff rights to the property. No such order has been issued giving Plaintiff rights to the property.

Further, ejectment cannot be obtained under Title 27, Chapter 40 unless the landlord and first commenced a proceeding for eviction. No such proceeding has been commenced. Plaintiff has no independent right to seek ejectment without the necessity of establishing ownership first in an eviction procedure. Therefore, Plaintiff has failed to plead a viable cause of action, and the complaint must be dismissed pursuant to Rule 12(b)(6).

WHEREFORE, for the reasons outlined in this Motion and based upon the arguments to be presented at the hearing of this Motion, Defendant seeks the following relief:

- a. For an order dismissing the Plaintiff's complaint;
- b. For an order granting Plaintiff the cost of this action, along with a sum of reasonable attorney's fees due to the frivolousness of the Plaintiff's pleadings;
- c. For such further relief the Court deems just and proper.

Dated: June 23, 2014



GLENN WALTERS, Esquire
1910 Russell Street (29115)
Post Office Box 1346
Orangeburg, SC 29116
Ph: 803 531-8844
Fax: 803 531-3628
SC Bar No.: 13198
Attorney for Defendant

ORIGINAL

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
Hillcreek Farms, LLC,)
Plaintiff,)
v.)
Angie Stokes,)
Defendants.)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2014 AUG 19 A 10:11

C/A#: 14-CP-32-0087 BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

NOTICE OF MOTION AND MOTION
TO AMEND COMPLAINT

TO: THE DEFENDANT AND GLENN WALTERS, ESQUIRE:

PLEASE TAKE NOTICE that the Plaintiff will move before the Court of Common Pleas, Lexington County, within 10 days of the date of this Motion or as soon as the Court calendar may permit, for an Order amending the Complaint of Plaintiff to include new causes of action against the Defendant.

The proposed Amended Complaint is attached. Plaintiff requests this Court to amend the Complaint to extend the causes of action for harassment and conversion.

Plaintiff has been subjected to his vehicle being towed, water cut off to tenants, threats to he and his person; all by Defendant or people acting on her behalf.

Plaintiff therefore requests to be allowed to amend his Complaint and proceed with this suit.

OSWALD STOCKHOLM & BURNSIDE, LLC

FILED

2014 AUG 19 A 10:11

BY: 

Gene Stockholm

1031 Center Street

West Columbia, SC 29169

803-796-7260; (fax) 803-796-1055

ATTORNEYS FOR PLAINTIFF

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

August __, 2014

ORIGINAL

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON) ELEVENTH JUDICIAL CIRCUIT

Hillcreek Farms, LLC

FILED
2014 OCT 21 P 4:45
BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

Civil Action #: 2014-CP-32-87

v.

Angie Delores Stokes,

Defendant,

ANSWER
(JURY TRIAL DEMANDED)

Angie Delores Stokes,

Cross-Plaintiff,

v.

Champion Mortgage,

Cross-Defendant.

AND

CROSS-CLAIM

SUMMONS AND CROSS-CLAIM

TO: THE ABOVE-NAMED CROSS-DEFENDANT:

YOU ARE HEREBY SUMMONED and required to answer the Cross-Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Cross-Complaint on the undersigned Attorney for the Cross-Plaintiff, at Post Office Box 1346, Orangeburg, SC 29116, within (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Cross-Complaint within the time aforesaid, the Cross-Plaintiff in this action will apply to the Court for the relief demanded in this Cross-Complaint.

Orangeburg, SC

Dated: October 20, 2014

A handwritten signature in black ink, appearing to read 'GW', is written over a horizontal line.

GLENN WALTERS, Esquire
1910 Russell Street (29115)
Post Office Box 1346
Orangeburg, SC 29116
Phone: 803 531-8844
Fax: 803 531-3628
SC Bar No: 13198
Attorney for Defendant/Cross-Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	ELEVENTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON	)	
	)	Civil Action #: 2014-CP-32-87
Hillcreek Farms, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Angie Delores Stokes,	)	ANSWER
	)	(JURY TRIAL DEMANDED)
Defendant,	)	
_____	)	
	)	
Angie Delores Stokes,	)	
	)	
Cross-Plaintiff,	)	
	)	
v.	)	AND
	)	
Champion Mortgage,	)	CROSS-CLAIM
	)	
Cross-Defendant.	)	
_____	)	

The Defendant, Angie Delores Stokes, by and through her undersigned attorney, responds to the allegations of the Plaintiff's Complaint and asserting her Counterclaim and Cross-Claim as follows:

FOR A FIRST DEFENSE

1. Defendant Stokes admits to the allegations of paragraphs 2, 6, and 7 of the Plaintiff's Complaint.
2. Defendant Stokes denies the allegations of paragraphs 3,4,5,9, and 10.
3. With respect to the allegations in paragraphs 1 and 8 of the Plaintiff's Complaint, Defendant Stokes is without knowledge or information sufficient to form a belief as to the truth of those allegations and accordingly, deny the same.

FOR A SECOND DEFENSE**(FRAUD)**

4. The Plaintiff engaged in the intentional perversion of the truth for the purpose of inducing Defendant Stokes in reliance upon it to part with some valuable thing, in this case, the real estate belonging to the Defendant.
5. The Plaintiff by its member of the L.L.C., Albert Jerry Sanders, made a representation to Defendant Stokes, he was going to marry her and provide her a home transferring the above real estate into Defendant Stokes' name.
6. Sanders informed Defendant Stokes that money would be needed to start the marriage by having the sister orchestrate a false belief that she would file papers with the Probate Court to initiate marriage. Sanders convinced Defendant Stokes to obtain a reverse mortgage on said real estate resulting in, after mortgages were paid, a check to Defendant Stokes for twenty-eight thousand dollars (\$28,000.00) or less.
7. Sanders obtained the check and endorsement from Defendant Stokes and spent said monies.
8. Sanders knew that Defendant Stokes by obtaining the reverse mortgage was obligated to hold said real estate in trust for the mortgage company by having the heirs of Defendant Stokes purchase said real estate upon the death of Defendant Stokes.
9. Sanders misled Defendant Stokes into believing that the real estate would be required to be placed in a Limited Liability Company.
10. Defendant Stokes refused to sign said deed prepared by Sanders.
11. Sanders forged the Defendant Stokes' name to the deed prepared by Sanders.

12. Sanders obtained all money from said reverse mortgage and attempted to take by force the title to said real estate.
13. Sanders was aware of the falsity of his actions toward the Defendant Stokes.
14. Sanders either had knowledge of the falsity of his actions or engaged in a reckless disregard of the truth or falsity.
15. Sanders intended that the false representation be acted upon.
16. Sanders knew of the hearer's, the Defendant Stokes' ignorance of its falsity.
17. Sanders knew the Defendant Stokes would rely on the falsity or represented truth.
18. Defendant Stokes had no reason not to rely thereon.
19. Defendant Stokes has and will suffer great consequence and proximate injury as a result of the said Sanders' fraud. Specifically, all debt would remain in the Defendant Stokes' name; Defendant Stokes could be sued for breaching her fiduciary duty as a trustee for said real estate.

FOR A THIRD DEFENSE

(DURESS)

20. The said Sanders engaged in a pattern of behavior to induce a state of duress upon the Defendant Stokes. Duress, a condition of mind produced by improper external pressure or influence that practically destroys the free agency of a party and causes him to do an act or form a contract not by his own volition.

FOR A FOURTH DEFENSE

(ILLEGALITY)

21. Under the South Carolina doctrine of illegality contracts or deed having for their object anything that is obnoxious to the principle of common law, or contrary to

statutory enactments or constitutional provisions or repayment to justice and morality are void and the courts of this State will not lend aid to the enforcement of contracts or deeds that are in violation of law or approval to sound public policy.

FOR A FIFTH DEFENSE

(MISPRESENTATION)

22. Under South Carolina law, a misrepresentation is a falsehood or untruth with the intent and purpose to deceive.

FOR A SIXTH DEFENSE

(MISTAKE)

23. As a general rule, one who enters into a contract or performs some act while laboring under a mistake of material fact is entitled to have the transactions or the act set aside in a court of equity.

FOR A SEVENTH DEFENSE AND BY WAY OF COUNTERCLAIM

24. The deed, namely Deed Book 15783, page 312, should be declared null and void.

FOR AN EIGHTH DEFENSE

(RULE 17, 19)

25. All proper parties are not before the court to resolve the title and proceeds from said real estate, namely: Champion Mortgage, holder of the reverse mortgage, and the U.S. Bankruptcy Court Trustee.

BY WAY OF CROSS CLAIM AS TO CROSS-DEFENDANT, CHAMPION**MORTGAGE**

26. The Cross-Defendant, Champion Mortgage, is corporation organized and existing pursuant to the laws of Washington and/or Michigan and/or Ohio and transacts business in the County of Lexington, State of South Carolina.

27. Defendant Stokes/ Cross-Plaintiff alleges that she executed a Note and Mortgage with Cross-Defendant Champion Mortgage on October 5, 2011. (See attached documentation). Specifically, Defendant Stokes/ Cross-Plaintiff entered into a reverse mortgage agreement with Cross- Defendant Champion Mortgage to hold the disputed property in trust until heirs of Defendant Stokes/Cross -Plaintiff would have an opportunity to purchase said property upon the death of Defendant Stokes/Cross-Plaintiff.

28. Defendant Stokes/Cross-Plaintiff is informed and believes that Cross-Defendant Champion Mortgage is a party necessary for just adjudication in this matter.

WHEREFORE, the Defendant Stokes/Cross-Plaintiff prays that this Court award it the following relief:

- A. Dismiss the Plaintiff's Complaint with Prejudice to the Plaintiff.
- B. Declare that the Plaintiff is entitled to no relief from the Defendant Stokes.
- C. Grant such other and relief in favor of the Defendant Stokes and/or other party as the Court may deem just and appropriate.

Respectfully submitted this 20th day of October, 2014.

FILED

Orangeburg, S.C.

2014 OCT 21 P 1:46

LAW OFFICE OF GLENN WALTERS

~~BETH A. CARRIG~~

~~CLERK OF COURT~~

~~LEXINGTON SC~~

Glenn Walters, Esquire

Attorneys for the Plaintiff

1910 Russell Street

Post Office Box 1346

Orangeburg, SC 29116

(803) 531.8844

(803) 531.3628 (facsimile)

Email: glennwalterspa@gmail.com

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Hillcreek Farms, LLC,

Plaintiff,

v.

Angie Delores Stokes,

Defendant.

Angie Delores Stokes,

Cross-Plaintiff,

v.

Champion Mortgage,

Cross-Defendant.

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

C/A#: 14-CP-32-0087

REPLY

SETH A. CARRIG
CLERK OF COURT
LEXINGTON SC

2014 DEC 15 P 12:31

FILED

COMES NOW the Plaintiff, by and through his undersigned attorneys, who does hereby answer the Defendant's Cross-Claim as follows:

1. Each and every allegation of Defendant's Cross-Claim not admitted, modified or explained is denied in its entirety.
2. Plaintiff reasserts it's Complaint as if set forth verbatim for a complete Defense to the Answer and Cross-Claim.

WHEREFORE, having fully answered the counterclaim of the Defendant, the Plaintiff requests it be dismissed and he be awarded judgment on his Complaint.

[Signature Page to follow]

LAW OFFICES OF OSWALD & BURNSIDE, LLC

BY 
Kelly Burnside
1031 Center Street
West Columbia, SC 29169
803-796-7260; Facsimile: 803-796-1055
ATTORNEYS FOR DEFENDANT

December 12 2014

**ORIGINAL
FILED**

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
Hillcreek Farms, LLC,)
Plaintiff,)
v.)
Angie Stokes,)
Defendants.)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

C/A#: 14-CP-32-0087

NOTICE OF MOTION AND MOTION
TO AMEND COMPLAINT

2015 MAR -2 A 9:40

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

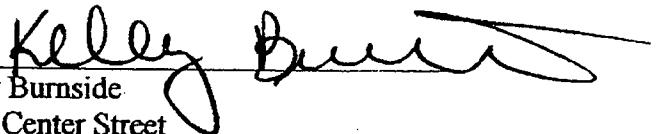
TO: THE DEFENDANT AND GLENN WALTERS, ESQUIRE:

PLEASE TAKE NOTICE that the Plaintiff will move before the Court of Common Pleas, Lexington County, within 10 days of the date of this Motion or as soon as the Court calendar may permit, for an Order amending the Complaint of Plaintiff to include new causes of action against the Defendant and to name additional Defendants to the action.

The proposed Amended Complaint is attached. Plaintiff requests this Court to amend the Complaint to name Candece Lorraine Stokes (David) and Joe Murray David as Defendants in this action.

Plaintiff therefore requests to be allowed to amend his Complaint and proceed with this suit.

OSWALD & BURNSIDE, LLC

BY: 
Kelly Burnside
1031 Center Street
West Columbia, SC 29169
803-796-7260; (fax) 803-796-1055
ATTORNEYS FOR PLAINTIFF

February 24, 2015

FILED
2015 MAR -2 A 9:40
BETH A. CARROLL
CLERK OF COURT
LEXINGTON SC

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Hillcreek Farms, LLC,

Plaintiff,

vs

Angie Delores Stokes, Candace Lorraine
Stokes (David) and Joe Murray David,

Defendants,

FILED

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2015 MAY -b P 2: 57

C/A#: 14-CP-32-0087

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

AMENDED SUMMONS

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this matter, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the Subscriber at her office, **1031 Center Street, West Columbia, South Carolina** within **thirty (30) days after service hereof**, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, then the Plaintiff will apply to the Court for default judgment for the relief demanded in the Complaint.

OSWALD & BURNSIDE, LLC

By:

Kelly Burnside

1031 Center Street

West Columbia, SC 29169

(803)796-7260

ATTORNEYS FOR PLAINTIFF

4/15/, 2015

COUNTY OF LEXINGTON

Hillcreek Farms, LLC,

Plaintiff,

vs.

Angie Delores Stokes, Candace
 Lorraine Stokes (David) and Joe Murray
 David,
 Defendant.

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT2015) MAY -6 P 12:57
C/A# 14-CP-32-0087BETH A. CARRIG
CLERK OF COURT**AMENDED COMPLAINT**
EJECTMENT

The Plaintiff appearing before the Court and alleging of the Defendant would respectfully show this Court as follows:

1. Plaintiff is a properly organized South Carolina LLC who conducts business in Lexington County, South Carolina.
2. Defendant, Angie Stokes, is a citizen and resident of Lexington County, South Carolina.
3. Defendant, Candace Lorraine Stokes (David), is a citizen and resident of Lexington County, South Carolina.
4. Defendant, Joe Murray David, is a citizen and resident of Lexington County, South Carolina.
5. That on November 4, 2011 the Defendant, Angie Stokes, by a valid and correct deed did convey to Plaintiff the property in Attachment A.
6. Plaintiff has asked all Defendants and any and all friends or family members to vacate the home.
7. Defendants have refused.
8. Plaintiff filed an action with the Oak Grove Magistrate to vacate the premises under SC Code Section 15-67-610.
9. Defendant, Angie Stokes, claimed the deed was fraudulent and the Court dismissed the

action for lack of jurisdiction.

10. Plaintiff has had the signature of Defendant, Angie Stokes, reviewed by an expert and Defendant, Angie Stokes, did sign the deed to the Plaintiff.

11. Plaintiff asks this Court for an Order ordering all Defendants and/or family and friends to eject/vacate the property at once.

12. If the Court does not order an immediate ejection/vacation by all Defendants and/or family and friends then the Plaintiff asks the court to Order rent payments of \$800.00 per month to be placed in an escrow account until the matter is finally decided.

FOR A SECOND CAUSE OF ACTION

13. Plaintiff incorporates all allegations of paragraph 1-12 not inconsistent with the following:

14. Plaintiff has rental property at lots 139 and 141 next to Defendants.

15. The rental properties are occupied.

16. Defendants or their agents and servants have disconnected the water supply without authority or Plaintiff's consent to these properties.

17. Plaintiff has had to spend time and money to provide water to tenants from other sources.

18. Plaintiff has an easement to property behind where Defendants currently stay.

19. Plaintiff has been denied access to the property and has had his vehicle towed and further threats of it being towed.

20. Plaintiff cannot ever cut his grass without Defendants or their agents and servants threatening arrest to Plaintiff.

21. Defendants without permission removed a dividing fence along the property line with Plaintiff.

22. Plaintiff believes that the above incidents constitute harassment under SC Law.

23. Plaintiff has been injured in an amount to be determined by the jury for actual and proven damage.

FOR A THIRD CAUSE OF ACTION

24. Plaintiff incorporates all allegations of paragraphs 1-23 not inconsistent with the following:
25. That the actions of Defendants in towing Plaintiff's vehicle and denying access/use of easement constitutes taking of the property for their purpose/use.
26. This is conversion under SC Law.
27. Plaintiff has been injured by this conversion in an amount to be determined by the jury in actual and punitive damages.

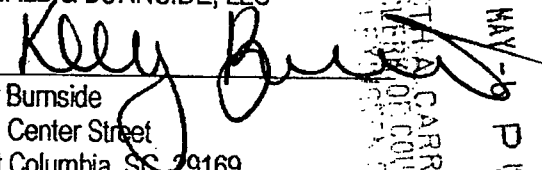
FOR A FOURTH CAUSE OF ACTION

28. Plaintiff incorporates all allegations of paragraphs 1-27, not inconsistent with the following:
29. That Plaintiff is the lawful recorded owner of the property. He is greatly concerned that it is being used/destroyed and he will have no recourse when he has possession of it.
30. Plaintiff asks this Court to confirm Plaintiff's ownership of this property.
31. Plaintiff asks this Court to allow an inspection of the property to confirm its condition.
32. If the home is in good condition the Plaintiff asks this Court to order Defendants to keep it so.
33. If the property is in not good conditions, the Plaintiff asks this Court to order Defendants to make repairs or otherwise post a bond so repairs can be made when Plaintiff takes return of the property.

Wherefore, Plaintiff asks this Court for relief as requested in his Complaint.

Respectfully Submitted:

OSWALD & BURNSIDE, LLC

By: 

Kelly Burnside
1031 Center Street
West Columbia, SC 29169
(803) 796-7260; (803) 796-1055
ATTORNEYS FOR PLAINTIFF

4/15/ 2015

2015 MAY -9 P 12:51
BETH A. CARRIG
CLERK OF COURT

FILED

ORIGINAL

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

HILLCREEK FARMS, LLC,)
Plaintiff,)

Case No.: 2014-CP-32-00087

ANGIE DELORES STOKES,)
CANDECE LORRAINE STOKES,)
And JOE MURRAY DAVID,)
Defendants.)

**ANSWER OF THE DEFENDANTS
(JURY TRIAL REQUESTED)**

FILED
CLERK OF COURT
LEXINGTON
2015 JUN 19
11 30 AM

NOW COMES THE DEFENDANTS, by and through the undersigned attorney,
answering the Plaintiff's Amended Complaint ("Complaint") as follows:

AS A FIRST DEFENSE
(General Denial)

1. All allegations not expressly admitted are hereby denied.
2. Defendants are without sufficient information or belief to admit the allegations contained in paragraph one, six, seven, fourteen, and fifteen of the Complaint. Therefore, those allegation are denied.
3. Defendants admit the allegations contained in paragraphs two, three, and four, eight, and nine of the Complaint.
4. Defendants deny the allegations contained in the following paragraphs of the Complaint: five, ten, eleven, twelve, sixteen, seventeen, eighteen, nineteen, twenty, twenty-one, twenty-two, and twenty-three, twenty-five, twenty-six, twenty-seven, and paragraphs twenty-nine through thirty-three of the Complaint.

5. As to paragraphs twenty-four and twenty-eight, Defendants incorporate by reference their previous responses to respective paragraphs.

AS A SECOND DEFENSE
(Failure to State a Claim)

6. Plaintiff styles its First Cause of Action as an ejectment action. Ejectment in South Carolina is a statutory remedy governed by Title 27, Chapter 40. Such request for an order of ejectment must first be predicated on the issuance of an order giving the Plaintiff rights to the property. No such order has been issued giving Plaintiff rights to the property. Further, ejectment cannot be obtained under Title 27, Chapter 40 unless the landlord and first commenced a proceeding for eviction. No such proceeding has been commenced. Plaintiff has no independent right to seek ejectment without the necessity of establishing ownership first in an eviction procedure. Therefore, Plaintiff has failed to plead a viable cause of action, and the complaint must be dismissed pursuant to Rule 12(b)(6).
7. To the extent Plaintiff attempts to allege a cause of action for harassment, the complaint still must be dismissed under Rule 12(b)(6), SCRPC because "harassment" is not a recognized civil claim for relief within the State of South Carolina.
8. As to the Third Cause of Action, Plaintiff attempts to allege a claim for conversion. However, this claim should also be dismissed because Plaintiff fails to allege the necessary elements for a conversion. Conversion is a wrongful act emanating from either a wrongful taking or wrongful detention. *Moore v. Weinberg*, 373 S.C. 209, 227, 644 S.E.2d 740, 749 (Ct. App. 2007); *Kirby v. Horne Motor Co.*, 295 S.C. 7, 366 S.E.2d 259 (Ct. App. 1988). Conversion is defined as "the unauthorized assumption and exercise of

the rights of ownership over goods or personal chattels belonging to another, to the alteration of their condition or to the exclusion of the rights of the owner.” *Mullis v. Trident Emergency Physicians*, 351 S.C. 503, 507, 570 S.E.2d 549, 550-51 (Ct. App. 2002); *Green v. Waidner*, 284 S.C. 35, 37, 324 S.E.2d 331, 333 (Ct. App. 1984); see *Owens v. Andrews Bank & Trust Co.*, 265 S.C. 490, 496, 220 S.E.2d 116, 119 (1975) (finding conversion may arise by the illegal detention of another’s property). First, Plaintiff fails to allege that the Defendants have assumed ownership or exercised wrongful control of the vehicle that was alleged towed, nor does the Plaintiff allege the vehicle is being held against the ownership of the real owners (note: Plaintiff alleges denial of access or use only to the easement. Moreover, to the extent that Plaintiff claim conversion based on the denial of access or use of an easement, the Claim still must be dismissed because conversion applies only to chattel, and not to rights in real property such as an easement. Therefore, Plaintiff’s Third Cause of Action fails to state a claim upon which relief can be granted, and the action should be dismissed pursuant to Rule 12(b)(6), SCRPC.

9. As to Plaintiff’s Fourth Cause of Action, Defendants are not sure what cause of action the Plaintiff is attempting to allege—it simply does not state a viable cause of action that is recognizable by the case law of this state. Therefore, Defendants asserts that this “confused” attempted cause of action should be dismissed under Rule 12(b)(6), SCRPC.

WHEREFORE, for the reasons outlined in this Answer and any subsequent motions and based upon the arguments to be presented at the hearing of this case, Defendants seek the following relief:

- a. For an order dismissing the Plaintiff’s complaint;

- b. For an order granting Plaintiff the cost of this action, along with a sum of reasonable attorney's fees due to the frivolousness of the Plaintiff's pleadings;
- c. For such further relief the Court deems just and proper.

Defendants request a jury trial.

Dated: June 12, 20145



GLENN WALTERS, Esquire
1910 Russell Street (29115)
Post Office Box 1346
Orangeburg, SC 29116
Ph: 803 531-8844
Fax: 803 531-3628
SC Bar No.: 006435
Attorney for all Defendants

FILED
CLERK OF COURT
LEXINGTON, SC
2015 JUN 15 11:08 AM

ORIGINAL

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
East Chateau Land Holding, LLC and)
Hillcreek Farms, LLC,)
Plaintiffs,)
vs.)
Angie Delores Stokes, Candace)
Lorraine Stokes (David) and Joe Murray)
David,)
Defendant.)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

C/A#: 14-CP-32-0087

SECOND AMENDED COMPLAINT

Quiet Title

JP
FILED

The Plaintiffs appearing before the Court and alleging of the Defendants would respectfully show this Court as follows:

1. Plaintiffs are properly organized South Carolina LLCs who conduct business in Lexington County, South Carolina.
2. Defendant, Angie Delores Stokes, is a citizen and resident of Lexington County, South Carolina.
3. Defendants, Candace Lorraine Stokes (David) and Joe Murray David, are citizens and residents of Lexington County, South Carolina, and upon information and belief, are residing in the subject property.
4. This action involves real property located in Lexington County, South Carolina with the following legal description:

All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying, and being in the County of Lexington, State of South Carolina, being shown and designated as Lot "3-B" containing 0.31 acres on that plat prepared for East Chateau Dr. Land Holding, LLC by Douglass E. Platt, Sr., dated May 20, 2011 and recorded October 12, 2011 in the Lexington County Register of Deeds in Record book 15104 at page 124; reference being made to that plat for a more particular description of its metes and bounds. (Plat of subject property attached as Exhibit "A")

5. That a deed with an execution date of May 20, 2011 from East Chateau Land Holding, LLC

purports to transfer the real property described above to the Defendant, Angie Delores Stokes. This deed contains the name and signature of Angie Delores Stokes as Grantor (on behalf of East Chateau Land Holding, LLC) and Grantee (Individually) and was recorded in the Lexington County Register of Deeds in Record book14922 at page 149. (Exhibit "B"). Upon information and belief, Defendant, Angie Delores Stokes, denies executing this deed. (Exhibit "C")

6. That a deed with an execution date of November 4, 2011 from the Defendant, Angie Delores Stokes purports to transfer that same real property to Hillcreek Farms, LLC. This deed was recorded in the Lexington County Register of Deeds in Record book15783 at page 312. (Exhibit "D"). Upon information and belief, Defendant, Angie Delores Stokes, also denies executing this deed. (Exhibit "E")

7. After the execution of this deed into their name, Plaintiff, Hillcreek Farms, LLC, in a belief the deed was valid and that they possessed a fee simple interest in the property pursuant to the deed recorded in Record book15783 at page 312, requested Defendants vacate the home located on the property. The Defendants refused to do so and Plaintiff, Hillcreek Farms, LLC, filed an action in the Lexington County Magistrate Court to evict the Defendants from the home. The magistrate declined to issue a ruling based on Defendants' assertion of an ownership interest in the real property.

8. As Defendants have refused to vacate the property and have asserted an ownership interest in such despite a deed into the name of the Plaintiff, Hillcreek Farm, LLC, a judicial determination of the rights and responsibilities of the parties over the real property in question is necessary and appropriate at this time.

FOR A FIRST CAUSE OF ACTION
Quiet Title as to Plaintiff East Chateau Land Holding, LLC

9. Defendant, Angie Delores Stokes, has denied signing the deed conveying the property into her name which is recorded in the Lexington County Register of Deeds in Record book14922 at page 149.

10. This is the only document which purports to convey an interest in the property to Defendant.

11. Based on Defendant's position she did not execute this deed, Plaintiff, East Chateau Land

Holding, LLC alleges it is the fee simple owner of the property by deed recorded August 19, 2008 in the Lexington County Register of Deeds in Record book 13099 at page 176 and requests this Court issue an Order confirming its ownership interest in the property and finding Defendants have no interest in the property.

FOR AN ALTERNATIVE CAUSE OF ACTION
Quiet Title as to Plaintiff Hillcreek Farms, LLC

12. If the Court determines the Defendants obtained any interest in the subject property pursuant to the deed recorded in the Lexington County Register of Deeds in Record book 14922 at page 149, Plaintiff, Hillcreek Farms, LLC, alleges such interest has been conveyed to them in fee simple via the deed recorded in the Lexington County Register of Deeds in Record book 15783 at page 312.

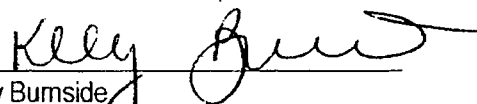
13. Plaintiff, Hillcreek Farms, LLC, requests this Court issue an Order confirming its ownership interest in the property and finding Defendants have no interest in the property.

THEREFORE, Plaintiffs ask this Court for relief as follows:

- a. Determining Defendants have no interest in the subject property;
- b. Quieting title and determining East Chateau Dr. Land Holding, LLC is the fee simple owner of the subject property; or
- c. In the alternative, quieting title and determining Hillcreek Farms, LLC is the fee simple owner of the subject property; and
- d. Any other relief the Court feels proper and just.

Respectfully Submitted:

OSWALD & BURNSIDE, LLC

By: 
Kelly Burnside
1031 Center Street
West Columbia, SC 29169
(803) 796-7260; (803) 796-1055
ATTORNEYS FOR PLAINTIFF

June 8, 2016

Exhibit “A”

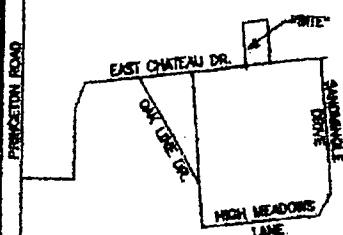
I HAVE GRAPHICALLY DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY INSURANCE RATE MAP; AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS NOT LOCATED IN SPECIAL FLOOD HAZARD ZONE A,B, OR V.
F.I.R.M. COMMUNITY PANEL NO. 45063-C 0270-G DATE: FEBRUARY 09,2000

NOTE: THIS SURVEY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS NOT SHOWN HEREON; THIS SURVEY IS SUBJECT TO ANY INFORMATION THAT MAY BE DISCOVERED DURING A COMPLETE TITLE SEARCH.

NOTE: PROPERTY CORNER'S THAT ARE NOT LABELED ARE: 1 1/4" OPEN END GALVANIZED PIPES

"VICINITY MAP"

(NOT TO SCALE)



INTRUMENT TYPE: TOPCON 6TS-3B
HP 48 CX SMI DATA COLLECTOR

FIELD WORK BY:
J.D. & T.J. PLATT

LEGEND: I.P.F. = IRON PIN FOUND
I.P.S. = IRON PIN SET
P.P. = POWER POLE

THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR.

JOB: DP198F FIELD BOOK-A-350

E-MAIL: plattlandsurveys@sc.rr.com

Visit us on Facebook at: Platt Land Surveying

2011039905 FILED, RECORDED, INDEXED
2011-10-12 10:23:54:603
REC FEE: \$5.00 ST FEE: \$0.00
CD FEE: \$0.00 Pages: 1
Lexington County R.O.D. Debra M. Gunter
PLAT STANDARD Bk:Pg 15104:124

N/F EAST CHATEAU
DR. LAND HOLDING LLC
TMS. 007821-01-003
DEED 13089, PG.176
PLAT 266, PG.788
"3-A"

N/F ALBERT JEERY
SANDERS, JR.

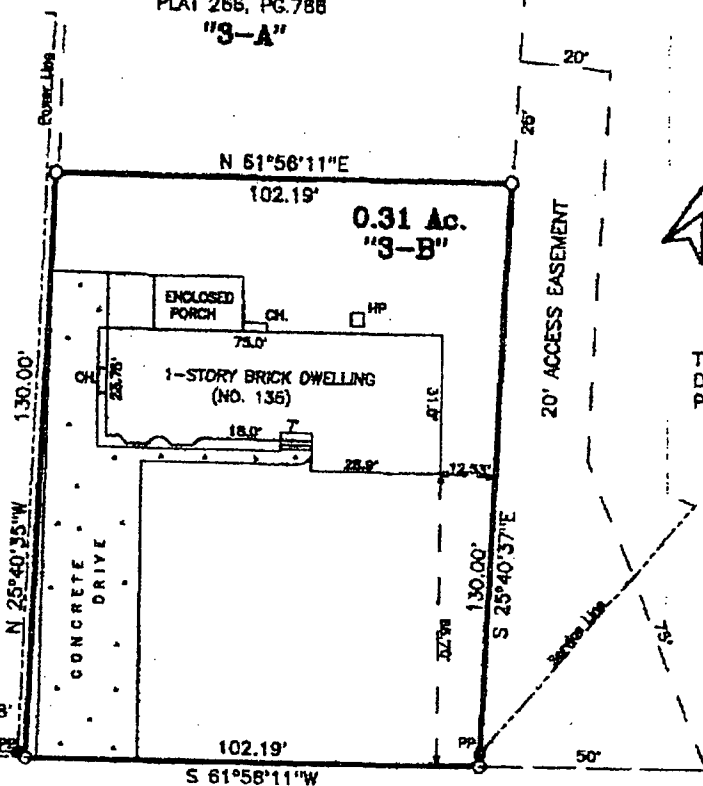
TMS. 007821-01-013
DEED 13318, PG.248
PLAT 8105, PG.228

LEXINGTON COUNTY
PLANNING COMMISSION

JUN 01 2011

J. D. Platt

S 61°52'08"W 103.88'
TO 3/4" REBAR (P.F.)



N/F ALBERT JEERY
SANDERS, JR.

TMS. 007821-01-013
DEED 13318, PG.248
PLAT 8105, PG.228

(135) EAST CHATEAU DRIVE 50'R/W

Plat Prepared For

EAST CHATEAU DR LAND HOLDING,LLC

LEXINGTON COUNTY, NEAR SOUTH CONGAREE,S.C.

DATE: MAY 20,2011

SCALE 1"= 40'

Exhibit “B”

2011024804 FILED, RECORDED, INDEXED
 2011-06-23 11:29:47:950
 REC FEE: \$10.00 ST FEE: \$1.30 Exempt
 CO FEE: \$0.55 Exempt Pages: 2
 Lexington County R.O.D. Debra M. Gunter
 DEED Bk:Pg 14922:149

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF LEXINGTON

East Chateau Dr Land Holding LLC

Know All Men by These Presents:

in the State aforesaid, for and in consideration of Five and No/100s (\$5.00), Dollars and no other monetary consideration paid to the Grantor (s) at and before the sealing of these presents by Grantee (s) (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

Angie Delores Stoker

All my right, title and interest in and to...
 See attached Exhibit "A" for property description.

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 before mentioned unto the grantee(s) hereinabove named, and his/her/their Heirs and Assigns forever.

And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s) Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the grantee(s) hereinabove named, and the grantee's(s) Heirs and Assigns against the grantor(s) and the grantor's(s) Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness the grantor's(s) hand(s) and seal(s) this 20th day of MAY, in the year of our Lord Two Thousand and Eleven (2011)

Signed, Sealed and Delivered in the Presence of

Ally J. Sledge
 Witness

East Chateau Dr. Land Holding, LLC
 by - Angie Delores Stoker (Seal)
 owner

Carol S. Milwood
 Witness

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF LEXINGTON

PERSONALLY APPEARED before me one of the witness signed above and made oath that he/she saw the within Grantor(s) sign, seal and his/her act and deed deliver the within written deed, and that s/he with the other witness signed above witnessed the execution thereof.

SWORN to before me this 20th
 day of MAY, 2011

Carol S. Milwood
 Witness signature

Ally J. Sledge
 Notary Public for South Carolina
 My Commission Expires: MAY 19, 2021

TRUE CERTIFIED COPY

Lexington County Register of Deeds

By Debra M. GunterDate 6/23/11 No. of pgs. 2

Exhibit "A"

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated as Lot "3-B" containing 0.31 acres on that plat prepared for East Chateau Dr. Land Holding, LLC, by Douglas E. Platt, Sr. dated May 20, 2011, to be recorded. According the aforesaid plat, said lot having the following boundaries and measurements, to-wit: on the West by property now or formerly of Albert Jerry Sanders, Jr. whereon it measures the distance of 130.0 feet; on the North by other property of the Grantor designated as Lot "3-A" whereon it measures the distance of 102.19 feet; on the East by property now of formerly of Albert Jerry Sanders, Jr. whereon it measures the distance of 130.0 feet; and on the South by East Chateau Drive, whereon it fronts and measures a distance of 102.19 feet, all measurements being a little more of less and reference craved to the aforesaid plat for a more complete and accurate description.

This being a portion of the property conveyed to the Grantor by deed of Albert Jerry Sanders, Jr. dated April 14, 2008 and recorded in Record Book 13099 at page 176.

TMS# Portion of: 007821-01-003

Grantee's address: 135 E. Chateau Dr. W, Columbia, S.C. 29170

DERIVATION:

This is the same/portion of property conveyed to the Grantor/Mortgagor
from Albert Jerry Sanders, Jr. recorded 8-19-08 and filed in
Record Book 13099 Page 176 .

Lexington County Register of Deeds

Debra M. Grier

Exhibit “C”

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
)
COUNTY OF LEXINGTON) C/A #: 2014-CP-32-0087

Hillcreek Farms, LLC,)
)
 Plaintiff,)
)
v.)
)
Angie Delores Stokes, Candace)
Lorraine Stokes, Joe Murray David,)
)
 Defendants.)
)

DEPOSITION OF
ANGIE DELORES STOKES

Wednesday, August 26, 2015
10:08 a.m. - 11:37 a.m.

The deposition of ANGIE DELORES STOKES, taken on behalf of the Plaintiff at the Oswald Law Firm, LLC, 1031 Center Street, West Columbia, South Carolina, on the 26th day of August, 2015 before Nadine A. Garrett, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.



CREEL COURT REPORTING, INC.
1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / (800) 822-0896

1 you. Do you remember that deed --

2 A: It was not a East Chateau Holding. It was a
3 Jerry Sanders that gave me the house.

4 Q: Okay. What I'm wondering here is this was done
5 in 2006 (sic) and it -- or as good as I can see
6 it says 2006. It looks like the deed is from
7 East Chateau Holdings to Angie Delores Stokes.
8 And the deed at the bottom, could you tell me
9 please who signed that deed?

10 A: No, sir.

11 Q: That's not your signature?

12 A: No, sir.

13 Q: So you did not sign that deed? So --

14 A: If I did, it looked different than this. I do
15 not -- like I say, Jerry gave me the house. On
16 what date, I have no idea because I cannot
17 remember dates or anything.

18 Q: But is the signature on the deed that you're
19 looking at now, is that your signature?

20 A: It looks like my signature, but I do not
21 remember signing this and it -- no. It does
22 not look like my signature. The Ds are
23 different.

24 Q: So you're not sure whether it's your --

25 A: I'm almost positive it is not my signature.



Exhibit “D”

2012046302 FILED, RECORDED, INDEXED
09/25/2012 11:39:03:427
REC FEE: \$18.00 ST FEE: \$1.38 Exempt
CO FEE: \$8.55 Exempt Pages: 2
Lexington County R.O.D. Debra M. Gunter
DEED Bk:Pg 15783:312

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

COUNTY OF LEXINGTON

Know All Men by These Presents:

Angie Delores Stokes

in the State aforesaid, for and in consideration of Five and No/100s (\$5.00), Dollars and no other monetary consideration paid to the Grantor (s) at and before the sealing of these presents by Grantee (s) (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

HILL CREEK FARM, LLC

All my right, title and interest in and to...
See attached Exhibit "A" for property description.

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 before mentioned unto the grantee(s) hereinabove named, and his/her/their Heirs and Assigns forever.

And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the grantee(s) hereinabove named, and the grantee's(s') Heirs and Assigns against the grantor(s) and the grantor's(s') Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness the grantor's(s') hand(s) and seal(s) this 4th day of Nov, in the year of our Lord Two Thousand and Eleven (2011)

Signed, Sealed and Delivered in the Presence of

Joan Sanders
Witness:

Angie Delores Stokes
Angie Delores Stokes

Carol W. Millwood
Witness

(Seal)

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF LEXINGTON

PERSONALLY APPEARED before me one of the witness signed above and made oath that he/she saw the within Grantee(s) sign, seal and his/her act and deed deliver the within written deed, and that s/he with the other witness signed above witnessed the execution thereof.

SWORN to before me this 4th day of Nov 2011

Carol W. Millwood
Witness' signature

Joan Sanders
Notary Public for South Carolina
My Commission Expires: 4-3-2013

TRUE CERTIFIED COPY

Lexington County Register of Deeds

By Heather Brown

Date 5/15/15 No. of pgs. 2

Exhibit "A"

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated as Lot "3-B" containing 0.31 acres on that plat prepared for East Chateau Dr. Land Holding, LLC, by Douglas R. Platt, Sr. dated May 20, 2011, to be recorded. According the aforesaid plat, said lot having the following boundaries and measurements, to-wit: on the West by property now or formerly of Albert Jerry Sanders, Jr. whereon it measures the distance of 130.0 feet; on the North by other property of the Grantor designated as Lot "3-A" whereon it measures the distance of 102.19 feet; on the East by property now of formerly of Albert Jerry Sanders, Jr. whereon it measures the distance of 130.0 feet; and on the South by East Chateau Drive, whereon it fronts and measures a distance of 102.19 feet, all measurements being a little more or less and reference curved to the aforesaid plat for a more complete and accurate description.

This being a portion of the property conveyed to the Grantor by deed of Albert Jerry Sanders, Jr. dated April 14, 2008 and recorded in Record Book 13099 at page 176.

TMS# Portion of: 007821-01-603

Grantee's address: 3504 PRINCETON RD. GASTON, S.C.
29053

DERIVATION:

This is the same/portion of property conveyed to the Grantor/Mortgagor from Albert Jerry Sanders, Jr. recorded 8-19-08 and filed in Record Book 13099 Page 176.

DERIVATION:

This is the same/portion of property conveyed to the Grantor/Mortgagor from East Chateau Dr. Land Holding LLC recorded 6-23-11 and filed in Record Book 14922 Page 149.

Lexington County Register of Deeds

Debra M. Garter

Exhibit "E"

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
)
COUNTY OF LEXINGTON) C/A #: 2014-CP-32-0087

Hillcreek Farms, LLC,)
)
Plaintiff,)
)
v.)
)
Angie Delores Stokes, Candace)
Lorraine Stokes, Joe Murray David,)
)
Defendants.)
)

DEPOSITION OF
ANGIE DELORES STOKES

Wednesday, August 26, 2015
10:08 a.m. - 11:37 a.m.

The deposition of ANGIE DELORES STOKES, taken on behalf of the Plaintiff at the Oswald Law Firm, LLC, 1031 Center Street, West Columbia, South Carolina, on the 26th day of August, 2015 before Nadine A. Garrett, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.



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1 telling me about. That looks like it's going
2 from Angie Stokes to Hillcreek Farm.

3 A: No, sir. And I do know one of the ladies that
4 witnessed or said she witnessed is his mother.

5 Q: Look at that deed and you may want Glenn to
6 look at that deed so we can just -- I just want
7 to kind of get it all set up before I can
8 really do anything. And I just -- you know,
9 the point on the deed there is it looks like a
10 deed from you to Hillcreek Farm, LLC. And this
11 one is witnessed by, I think yours is the same,
12 Joan Sanders, who is his mother, and Carl
13 Millwood are the two witnesses.

14 MR. OSWALD: Isn't that the two witnesses on it,
15 Glenn?

16 A: That's his --

17 MR. WALTERS: Yes.

18 Q: Yeah. So that's that deed.

19 A: No. I did not sign this deed.

20 Q: Okay. So that is not your signature?

21 A: No, sir.

22 Q: So you didn't sign Angie Delores Stokes?

23 A: That is correct. I did not.

24 Q: Okay. So -- okay.

25 A: And if you look at this signature and the one



1 documents --

2 MR. WALTERS: Uh-huh.

3 MR. OSWALD: -- that we want to put in. This is the
4 reverse mortgage and that's an agreement that
5 goes with the reverse.

6 COURT REPORTER: Do you want it A, B, C or 1, 2, 3?

7 MR. OSWALD: A, B, C.

8 COURT REPORTER: Okay.

9 MR. OSWALD: Do you need to put that on this?

10 COURT REPORTER: I do.

11 (Plaintiff's Exhibit Letters B and C were marked for
12 identification purposes.)

13 A: The name of this piece of property has changed
14 names. Like now it's in Hillcreek Farms.

15 Q: Yeah. What I'm going to do is get down to
16 that. What I'm trying to do -- I didn't go
17 through a lot of information a while ago. What
18 I'm trying to do is kind of get us so we all
19 understand what's going on. That's all I'm
20 trying to do.

21 A: Okay.

22 Q: So we got the deed where you've got it. Then
23 we got the reverse mortgage. Now the next
24 question I'm going to ask you about is this
25 deed, which is what I think you were just



CREEL COURT REPORTING, INC.

1230 Richland Street / Columbia, SC 29201

(803) 252-3445 / (800) 822-0896

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

HILLCREEK FARMS, LLC,)
Plaintiff,)

Case No.: 2014-CP-32-00087

ANGIE DELORES STOKES,)
CANDECE LORRAINE STOKES,)
And JOE MURRAY DAVID,)
Defendants.)

**ANSWER OF THE DEFENDANTS
(JURY TRIAL REQUESTED)**

FILED
2016 JUN 29 A 11:31
DEPT. A. CARRINGTON
CLERK OF COURT
LEXINGTON, SC

NOW COMES THE DEFENDANTS, by and through the undersigned attorney,
answering the Plaintiff's Second Amended Complaint ("Complaint") as follows:

AS A FIRST DEFENSE
(General Denial)

1. All allegations not expressly admitted are hereby denied.
2. Defendants are without sufficient information or belief to admit the allegations contained in paragraph one and ten of the Complaint. Therefore, these allegation are denied.
3. Defendants admit the allegations contained in paragraphs two, three, four, and nine of the Complaint.
4. Defendants deny the allegations contained in the following paragraphs of the Complaint: five, six, seven, eight, eleven, twelve, and thirteen of the Complaint.

WHEREFORE, for the reasons outlined in this Answer and any subsequent motions and based upon the arguments to be presented at the hearing of this case, Defendants seek the following relief:

- a. For an order dismissing the Plaintiff's complaint;

- b. For an order granting Plaintiff the cost of this action, along with a sum of reasonable attorney's fees due to the frivolousness of the Plaintiff's pleadings;
- c. For such further relief the Court deems just and proper.

Defendants request a jury trial if allowed by law.

Dated: June 24, 2016



GLENN WALTERS, Esquire
1910 Russell Street (29115)
Post Office Box 1346
Orangeburg, SC 29116
Ph: 803 531-8844
Fax: 803 531-3628
SC Bar No.: 13198
Attorney for all Defendants

PROOF OF SERVICE

I, Glenn Walter, certify that I have served or caused to be served the foregoing Answer of the Defendants on the Plaintiff's attorney, as listed below, on June 24, 2016, by depositing a copy of the same in an envelope in the United States postal service, with the return address clearly visible, addressed as follows:

Kelly Burnside
Oswald & Burnside, LLC
1031 Center Street
West Columbia, SC 29169

Dated: June 24, 2016



GLENN WALTERS, Esquire
1910 Russell Street (29115)
Post Office Box 1346
Orangeburg, SC 29116
Ph: 803 531-8844
Fax: 803 531-3628
SC Bar No.: 13198
Attorney for Defendants

FILED
JUL 9 JUN 29 A 11:31
BETTY A. CALHOUN
CLERK OF COURT
LEXINGTON, SC

ORIGINAL

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

EAST CHATEAU LAND
HOLDING, LLC,
HILLCREEK FARMS, LLC,

Plaintiff,

ANGIE DELORES STOKES,

Defendant.

Case No.: 2014-CP-32-00087

**NOTICE OF MOTION AND
MOTION TO AMEND ANSWER
COUNTERCLAIM**

DETHA A. CARRICO
CLERK OF COURT
LEXINGTON, SC

2016 AUG 15 PM 4:30

**JP
FILED**

NOTICE OF MOTION

YOU WILL PLEASE TAKE NOTICE that Defendant, by and through the undersigned attorney, will move before the presiding Judge of the above-captioned court, not earlier than ten days (10) after service of this Notice and Motion, unless a different period is fixed by an order of the Court, for an order allowing them to amend the Answer in the above-reference case, with the right to assert a counterclaim, pursuant to Rule 15(a), SCRCP, because such amendment would not prejudice the Plaintiffs.

MOTION TO ANSWER
(Rule 15(a), SCRCP)

Pursuant to Rule 15(a), SCRCP and its interpretative case law, Defendant, by and through the undersigned attorney, moves amend its answer in this case. The grounds for this Motion are as follows:

1. Defendant Angie Stokes has adamantly denied the signing of the deed which purported to transfer the property to Plaintiff Hillcreek.

2. Since filing its Second Amended Answer, Defendants reasonably believes that the Plaintiff's, through its sole owner, tendered the deed in question for signing under the misrepresented statement that she was signing a marital license. This conduct on behalf of the Plaintiff's agent gives rise to a counterclaim for misrepresentation, and Defendants desire to amend their pleadings in order to assert this counterclaim.
3. No prejudice will ensure to the Plaintiffs' if this Motion is granted.
4. Defendants request the Court to note that South Carolina Rule of Civil Procedure 15(a) requires that leave to amend a complaint "be freely given if justice so requires...." Our Courts have interpreted this rule liberally. "Leave to amend pleadings pursuant to Rule 15 SCRPC, shall be liberally and freely given when justice so requires and does not prejudice any other party." *Crestwood Golf Club, Inc. v. Potter*, 328 S.C. 201, 493 S.E.2d 826 (1997); *Pruitt v. Bowers*, 330 S.C. 483, 499 S.E.2d 250 (S.C. App. 1998). "This rule strongly favors amendments and the Court is encouraged to freely grant leave to amend." *Jarrell v. Seaboard Sys. R.R.*, 294 S.C. 183, 363 S.E.2d 398 (S.C. App. 1987).
5. Based upon the above stated law, Defendants requests the Court to allow them to amend the pleadings with the attached Second Amended Answer and Counterclaim.

WHEREFORE, for the reasons outlined in this Motion and based upon the arguments to be presented at the hearing of this Motion, Defendant seeks the following relief:

- a. For an order allowing them to amend their Answer with the proposed pleadings herein attached;

b. For such further relief the Court deems just and proper.

Dated: August 18, 2015



GLENN WALTERS, Esquire
1910 Russell Street (29115)

Post Office Box 1346
Orangeburg, SC 29116

Ph: 803 531-8844

Fax: 803 531-3628

SC Bar No.: 13158

Attorney for Defendants

FILED

2016 AUG 15 P 4:39

BETH A. CARRIES
CLERK OF COURT
ORANGEBURG, SC

ORIGINAL

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

EAST CHATEAU LAND
HOLDINGS, LLC, and
HILLCREEK FARMS, LLC,

Plaintiff,

ANGIE DELORES STOKES,

Defendant.

THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Case No.: 2014-CP-32-00087

**NOTICE OF MOTION AND
MOTION FOR SUMMARY
JUDGMENT**

JP

FILED

2014 OCT 16 PM 4:10

NOTICE OF MOTION

YOU WILL PLEASE TAKE NOTICE that Defendant, by and through the undersigned attorney, will move before the presiding Judge of the above-captioned court, not earlier than ten days (10) after service of this Notice and Motion, unless a different period is fixed by an order of the Court, for an order granting the Defendants' a judgment as a matter of law pursuant to Rule 56, SCRCP, because the undisputable evidence in the case will show that at the time of the alleged deeds, the limited liability companies were in bankruptcy as a result of the filings by their sole owner, Albert Jerry Sanders, Jr., and therefore, any act of receiving or deeding said property was an ultra vires unlawful corporate act because Albert Jerry Sanders, Jr. violated the bankruptcy law by failing to acquire court approval before acquiring the property and by failing to surrender the property to the trustee after acquisition as required by law.

MOTION FOR SUMMARY JUDGMENT
(Rule 56, SCRCP)

Pursuant to Rule 56, SCRCP and its interpretative case law, Defendants, by and through the undersigned attorney, moves, without affidavit as allowed, for a judgment as a matter of law for the for the following reasons and based upon the following undisputed facts:

1. On December 04, 2011, Albert J. Sanders, Jr. ("Sanders") filed Chapter 11 Bankruptcy in the Bankruptcy Court for the District of South Carolina, Case No.: 09-09094-dd. The case was subsequently converted to a Chapter 7. The judicial administration of this case is part of the public record, and the facts of this is undisputable. Therefore, the Defendants request the Court to take judicial notice of the proceedings and a copy of the Docket Statement for the Case is attached as Exhibit "A" to this Motion.
2. Both of the limited liabilities companies listed as Plaintiffs in this case are and have been solely owned by Sanders and both of the said companies were subject to the bankruptcy case. Additionally, both companies were part of the bankruptcy estate as defined by 11 U.S.C. 541(a).
3. Plaintiffs were part of the bankruptcy estate from December 04, 2011 until November 13, 2012. See, Attached Docket Statement.
4. The transactions involving the property in this case was allegedly deeded on May 20, 2011 and November 11, 2011—with both of the alleged transactions being made during the time that the Plaintiffs were part of the bankruptcy estate of Sanders.
5. "[A] corporation may exercise only those powers which are granted to it by law, by its charter or articles of incorporation, and by any bylaws made pursuant thereto; acts beyond the scope of the powers so granted are ultra vires." *Seabrook Island Property Owners Ass'n v. Pelzer*, 292 S.C. 343, 347, 356 S.E.2d 411, 414 (Ct. App. 1987).
6. Both deeds which gave rise to this lawsuit are ultra vires acts of the corporate entities for the following reasons:
 - a. Because neither deed was approved in advance by the Bankruptcy Court while the corporate entities were part of Sanders' Bankruptcy Estate and because Sanders failed to

turn the property over to the trustee once it was acquired. See, e.g., 11 U.S.C. 541; and 11 U.S. 727(a)(4)(C), (D).

b. Because the corporate entities acted in violation of the bankruptcy laws of this nation.

c. "Acts beyond the scope of a corporation's powers as defined by law or its charter are ultra vires." *Id.*; see also *Kuznik v. Bees Ferry Assocs.*, 342 S.C. 579, 599, 538 S.E.2d 15, 25 (Ct. App. 2000)

7. Both deeds upon which the Plaintiffs rely upon in this case are ultra vires acts of the limited liability companies.

WHEREFORE, for the reasons outlined in this Motion and based upon the arguments to be presented at the hearing of this Motion, Defendant seeks the following relief:

- a. For an order dismissing the Plaintiff's complaint;
- b. For an order granting Plaintiff the cost of this action, along with a sum of reasonable attorney's fees due to the frivolousness of the Plaintiff's pleadings;
- c. For such further relief the Court deems just and proper.

Dated: August 15, 2015


GLENN WALTERS, Esquire
1910 Russell Street (29115)
Post Office Box 1346
Orangeburg, SC 29116
Ph: 803 531-8844
Fax: 803 531-3628
SC Bar No.: 13198
Attorney for Defendants

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

ORIGINAL

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

East Chateau Land Holding, LLC and
Hillcreek Farms, LLC,
Plaintiffs,

vs.

Angie Delores Stokes, Candace
Lorraine Stokes (David) and Joe Murray
David,
Defendant.

C/A#: 14-CP-32-0087

**NOTICE OF MOTION AND
MOTION FOR SUMMARY JUDGMENT
FOR THE PLAINTIFF**

2016
AUG 16 A 10:57
FILED
CLERK OF COURT
LEXINGTON, SC
A. CARRIG

Will Defendants, Angie Delores Stokes, Candace Lorraine Stokes (David), & Joe Murray David, by and through their attorney please take notice East Chateau Land Holding, LLC & Hillcreek Farms, LLC ("Plaintiffs") will move within ten days from the date of this motion or as soon thereafter as the calendar may permit for an order from the Court of Common Pleas in Lexington granting the Plaintiffs' Summary Judgment.

This motion is made pursuant to Rule 56(c) of the SCRCP. Plaintiffs by and through their attorney, move for summary judgment on the grounds that there are no genuine issues as to any material fact in this case. This motion is based upon the pleadings, affidavits and depositions in this case. Any of which may be supplemented prior to the hearing. The Plaintiffs will request that the Court give Summary Judgment as a matter of law as to the claims for quiet title.

Respectfully Submitted:

OSWALD & BURNSIDE, LLC

By: 
Kelly Burnside
1031 Center Street
West Columbia, SC 29169
(803) 796-7260; (803) 796-1055
ATTORNEYS FOR PLAINTIFF

August 11, 2016

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

ORIGINAL

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

East Chateau Land Holding, LLC and
Hillcreek Farms, LLC,
Plaintiffs,

vs.

Angie Delores Stokes, Candace
Lorraine Stokes (David) and Joe Murray
David,
Defendant.

C/A#: 14-CP-32-0087

**MEMORANDUM IN SUPPORT OF PLAINTIFFS
MOTION FOR SUMMARY JUDGMENT**

FILED
2016 JUN 16 A 10:57
CLERK OF COURT
LEXINGTON SC

JP

East Chateau Land Holding, LLC and Hillcreek Farms, LLC ("Plaintiffs") by and through their undersigned counsel, hereby respectfully submits this memorandum requesting that the Court grant Plaintiff's Motion for Summary Judgment.

FACTUAL AND PROCEDURAL BACKGROUND

This action involves real property located in Lexington County, South Carolina with the following legal description:

All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated as Lot "3-B" containing 0.31 acres on that plat prepared for East Chateau Dr. Land Holding, LLC by Douglas E. Platt, Sr. dated May 20, 2011 and recorded October 12, 2011 in the Lexington County Register of Deeds in Record book 15104 at page 124; reference being made to that plat for a more particular description of its metes and bounds. (Plat of subject property attached to Second Amended Complaint as Exhibit "A") (Compl. ¶ 4).

Plaintiffs allege to be the rightful owners of the property and brought an action against the defendants seeking ejectment and quiet title. Upon information and belief Defendants, Candace Lorraine Stokes (David) and Joe Murray David are residing in the subject property. (Compl. ¶ 3). In their complaint Plaintiffs allege that a deed executed on May 20, 2011 from East Chateau Land

Hold, LLC purports to transfer the real property described above to defendant, Angie Delores Stokes. This deed contains the name and signature of Angie Delores Stokes as Grantor (on behalf of East Chateau Land Holding, LLC) and Grantee (individually) and was recorded in the Lexington County Register of Deeds in Record book 14922 at page 149. (Compl. ¶ 5).

In her Answer, Defendant, Angie Delores Stokes admits that she did not sign the deed as grantor on behalf of East Chateau Land Holding, LLC conveying the property into her name, which is recorded in the Lexington County Register of Deeds in Record book 14922 at page 149.

STANDARD FOR SUMMARY JUDGMENT

Summary judgment is only appropriate where there is "no genuine issue as to any material fact and the moving party is entitled to a judgment as a matter of law." (S.C.R.C.P. 56(c)). The party moving for summary judgment has the "burden of clearly establishing the absence of a genuine issue of material fact." *Mulherine-Howell v. Cobb*, 362 S.C. 588, 596, 608 S.E.2d 587, 591 (Ct. App. 2005). Once the moving party has met this burden, the opponent cannot merely deny allegations contained in the pleadings, rather, the nonmoving party must show specific facts evidencing a genuine issue for trial. *Regions Bank v. Schmauch*, 354 S.C. 648, 582 S.E.2d 432 (Ct. App.); *Ellis v. Davidson*, 358 S.C. 509, at 518-19, 595 S.E.2d 817, at 822; *Peterson v. West American Ins. Co.*, 336 S.C. 89, 518 S.E.2d 608 (Ct. App. 1999); Rule 56(c), SCRPC. "[W]hen plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted." *Ellis*, 358 S.C. at 518, 595 S.E.2d at 822 (Ct. App. 2004).

DISCUSSION

In South Carolina in order to have a valid conveyance "all deeds of conveyance of lands . . . either in fee simple or for life . . . and generally all instruments in writing conveying an interest in real estate [are] required by law to be recorded in the office of the register of deeds or clerk of court in those counties where the office of the register of deed has been abolished . . ." SC Code Ann. §

30-7-10. Further, South Carolina Code § 30-5-30 sets out the prerequisites to recording a deed. In relevant part, "before any deed or other instrument in writing can be recorded in [South Carolina], it must be acknowledged or proved by . . . [a] deed or other instrument [which] must be signed by the grantor . . . and the signing must be acknowledged by the grantor . . . in the presence of two witnesses . . ." SC Code Ann. § 30-5-30(B).

In this case there are two deeds at issue. First is the May 20, 2011 deed from East Chateau Landholding, LLC purporting to transfer the real property described above to Defendant, Angie Delores Stokes, which contains the name and signature of Angie Delores Stokes as Grantor (on behalf of East Chateau Landholding, LLC) and Grantee (individually). (Compl. ¶ 5) (Exhibit "B"). This deed was recorded in the Lexington County Register of Deeds in Record book 149222 at page 149. *Id.* The second deed at issue is the November 4, 2011 deed purporting to transfer the real property in dispute from Angie Delores Stokes to Hillcreek Farms, LLC. (Compl. ¶ 6) (Exhibit "D"). This deed was recorded in the Lexington County Register of Deeds in Record book 15783 at page 312. *Id.* (Exhibit E").

In Defendant's answer to the amended complaint, Angie Delores Stokes admits that she never signed the deed in the first conveyance and she denies executing the second deed. (Ans. ¶ 3-4). According to South Carolina Law, a deed conveying real property must be signed by a grantor and recorded. SC Code Ann. §§ 30-5-30, 30-7-10. In this case, although both deeds were recorded, the Defendant, Angie Delores Stokes, would be grantor in both cases, denies signing either deed. Without the signature of a grantor, the first deed dated May 20, 2011 is invalid. Admitting to never signing the first deed effectively means that Angie Delores Stokes never had a legal right to the property in question. So, whether or not she signed the second deed is irrelevant because she had no power to convey the land. Therefore, legal title to the property in question never left East Chateau Landholding, LLC, who are entitled to exclusive possession of the land.

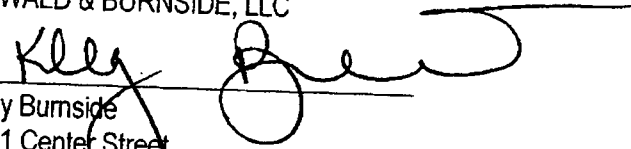
CONCLUSION

Plaintiffs' Motion for Summary Judgment must be granted, the parties are in agreement as to all the material facts, therefore no genuine issue as to any material fact exists and Plaintiffs' are entitled to a judgment as a matter of law.

FILED
2016 AUG 16 A 10:57
BETH A. CARRIG
CLERK OF COURT
LEXINGTON SC

Respectfully Submitted:

OSWALD & BURNSIDE, LLC

By: 

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August 11, 2016

1 State of South Carolina Court of Common Pleas
 2 County of Lexington Eleventh Judicial Circuit
 3
 4 East Chateau Land Holding, LLC,)
 and Hillcreek Farms, LLC,)
 5)
 Plaintiff,)
 6)
 vs.) 2014-CP-32-00087
 7)
 Angie Delores Stokes, Candace,)
 8 Lorraine Stokes, and Joe)
 Murray, David,)
 9)
 Defendant.)

10
 11 February 27, 2017

12 Lexington, South Carolina
 13

14 B E F O R E:

15 The Honorable DeAndrea G. Benjamin, Judge
 16

17 A P P E A R A N C E S:

18 Kelly L. Burnside, Esquire

19 On behalf of the Plaintiff

20 Glenn Walters, Sr., Esquire

21 Hemphill Pride, Esquire

22 On behalf of the Defendant
 23

24 Stacy S. Johnson
 Circuit Court Reporter
 25

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1 (The following proceedings were held February 27,
2 2017, beginning at 12:31 PM.)

3 **BAILIFF:** All rise. The Honorable Judge DeAndrea
4 Benjamin presiding.

5 **THE COURT:** Good morning.

6 All right. This is Case Number 2014-CP-32-87.
7 East Chateau Land Holding, LLC, versus Hillcreek Farms
8 versus Angie Delores Stokes, Candace Lorraine Stokes and
9 Joe Murray David; is that correct?

10 **MS. BURNSIDE:** Yes, Your Honor.

11 **THE COURT:** All right.

12 In speaking with my law clerk, she tells me there is
13 -- that you have some pre-trial matters that need to be
14 heard?

15 **MS. BURNSIDE:** Yes, Your Honor.

16 **THE COURT:** All right. I will -- what all do we
17 have? A motion for summary judgment?

18 **MS. BURNSIDE:** Yes, Your Honor.

19 **THE COURT:** All right. And what else do you have?

20 **MS. BURNSIDE:** And a motion to exclude his expert's
21 testimony as well.

22 **THE COURT:** All right.

23 **MR. WALTERS:** May it please the Court?

24 **THE COURT:** Yes, sir.

25 **MR. WALTERS:** I don't believe there's a motion for

1 summary judgment before the court.

2 **MS. BURNSIDE:** I turned it in today.

3 **MR. WALTERS:** You filed it today?

4 **MS. BURNSIDE:** Yes. It was a preliminary motion in
5 support.

6 This motion was heard for summary judgment a couple
7 of months back and in that ruling they stated that it was
8 too early to rule on summary judgment because we hadn't
9 had time for discovery. Well, now we've had time for
10 discovery and they still -- the defense has still not
11 offered any deed -- new deed or title that would grant
12 his Defendant's title in this property.

13 And I also submitted a chain of title that -- it
14 admits the deeds that we did submit that gives the
15 Plaintiffs title to this property.

16 **MR. WALTERS:** May it please the Court?

17 Your Honor, I'll be glad to submit to you the order
18 from Judge Hocker with regards to the summary judgment
19 motions. They were not left open. Essentially what
20 happened with the summary judgment motions was both were
21 denied and the Court ordered that we proceed forward and
22 the case was set for a date certain.

23 I beg the Court's indulgence and I'll provide a copy
24 of the order from the judge with regards to the summary
25 judgment. One was filed August 15th, and there was a

1 memorandum submitted, and here's a copy of the order
2 from His Honor and what it simply states is this: After
3 careful consideration, the Court finds there are genuine
4 issues of material facts and both motions for summary
5 judgment are denied.

6 So there was never a proceeding to extend the summary
7 judgment motions or have a hearing today. Moreover, I'd
8 object to anything being filed when Judge Hocker has ruled
9 on this motion. In fact, he ruled on two issues, Your
10 Honor. Number one, he stated there were no genuine issues
11 of material facts and both motions for summary judgment
12 are denied. In addition to that, the motion to amend the
13 answer and counterclaim, the same is denied, as the
14 amendment involves a proposed cause of action against a
15 person not a party to this action. And I'll submit a
16 copy of the order from His Honor, but there was no --
17 if I could approach, Your Honor, please?

18 **THE COURT:** Yes, sir.

19 **MR. WALTERS:** There was no process to stay the
20 proceedings and allow it to remain open. I don't know
21 what counsel's talking about. There's finality to the
22 issues of the summary judgment right there before Your
23 Honor. If she has something where the judge allowed this
24 process to remain open, I'm not aware of it. Moreover,
25 I'd object to anything being filed today without given

1 -- being given proper notice, but I think that's a
2 resolution of this matter. I do not know what counsel is
3 talking about. Moreover, Your Honor, I've never been
4 served with this documentation she's referring to. She
5 just handed it to me this morning.

6 **THE COURT:** All right. What's the other motion, to
7 disallow an expert?

8 **MS. BURNSIDE:** Yes, Your Honor. I subpoenaed his
9 expert and he did not show up and I tried to schedule for
10 his deposition multiple times and counsel was never able
11 to set up a deposition with his expert, so I would just
12 like to exclude any expert testimony that the defense has.

13 **MR. WALTERS:** May it please the Court? Your Honor,
14 the date was scheduled for the deposition. I contacted
15 counsel, we both agreed we would cancel for that date.
16 There's been no other correspondence sent to my office, no
17 other motion has been filed with the Court to exclude the
18 expert. In fact, they named an expert the week before the
19 trial and I did not take that expert's deposition. It's
20 our position, Your Honor, I have no notice of this motion.
21 In fact, is there a written motion that you have that you
22 would like to present me?

23 **MS. BURNSIDE:** No, I just have the subpoena where I
24 subpoenaed him.

25 **MR. WALTERS:** Your Honor, this is totally

1 inappropriate. I believe in a motion to exclude a
2 witness I'd have to have ten days' notice of any motion.

3 **THE COURT:** Sorry about that. (Handing.)

4 **MR. WALTERS:** Your Honor, this is totally
5 appropriate. This is too different occasions where
6 counsel is claiming that they -- they want to make motions
7 before the Court. I have not been served properly. In
8 the first motion, there was a ruling and finality. On the
9 second motion, we've never been served with the motion. I
10 believe under the rules you're required to file and serve
11 and have ten days' notice. What's going on here I believe
12 is totally inappropriate.

13 **THE COURT:** As to the motion for summary judgment, I
14 can hear that at the directed verdict stage once we hear
15 testimony, so I will not hear that.

16 Now somewhere -- I don't know anything about this
17 case other than it involves some property or some issue,
18 so it's kind of hard to rule on the issue regarding the
19 expert at this point.

20 Do you have a copy of the notice you sent and --

21 **MS. BURNSIDE:** I gave it to your law clerk, Your
22 Honor.

23 **THE COURT:** And then did you-all agree to continue
24 the December 19, 2016, deposition?

25 **MS. BURNSIDE:** We did on that day, Your Honor.

1 ~~THE COURT:~~ All right. And was there another
2 deposition notice served?

3 MS. BURNSIDE: There was no other deposition notice
4 served.

5 THE COURT: All right. I'll take a look at it.
6 I'll get back with you-all on that.

7 Was there a motion to compel deposition filed?

8 MS. BURNSIDE: No, Your Honor.

9 THE COURT: Okay.

10 All right. How many witnesses do you -- does the
11 Plaintiff have?

12 MS. BURNSIDE: I have four, Your Honor.

13 THE COURT: And the Defendant?

14 MR. WALTERS: Your Honor, I believe we have three.

15 THE COURT: Including -- you both have experts?

16 MS. BURNSIDE: Yes, Your Honor.

17 THE COURT: All right. And it's my understanding
18 that this should take about a half a day?

19 MS. BURNSIDE: Yes.

20 MR. WALTERS: Yes, ma'am.

21 THE COURT: Are you-all ready to proceed at this
22 point?

23 MS. BURNSIDE: Yes, Your Honor.

24 MR. WALTERS: Yes, ma'am.

25 THE COURT: All right. So we'll go ahead and get

1 started. I will allow you-all to give your openings --
2 opening statements regarding the case and we'll deal --
3 when we get to the defense's case, we'll deal with the
4 expert issue at that time. Although I -- at this point I
5 think I'm more than likely going to allow it if you-all
6 agreed on December 19th to delay the deposition and for
7 whatever reason there was not another subpoena sent. So
8 there's a procedure if they're -- if he did not comply
9 with the subpoena, you would file a motion to compel his
10 appearance, so for that reason more than likely I am going
11 to allow it, but we'll go ahead and get the case started
12 and I'll be glad to hear opening statements from the
13 Plaintiff and then the Defendant.

14 **MS. BURNSIDE:** Thank you, Your Honor.

15 My name is Kelly Burnside and I represent the
16 Plaintiffs, East Chateau Holding, LLC, and Hillcreek
17 Farms, LLC. Today we are here to quiet the title on
18 135 East Chateau Drive, West Columbia, South Carolina.

19 At issue today are two different deeds. One that
20 reportedly transfers title from East Chateau Land Holding,
21 LLC, to the Defendant Angie Stokes -- I'm sorry, Angie
22 Delores Stokes. This was on May the 20th, 2011. However,
23 Ms. Stokes has denied in her deposition and defense has
24 denied in their answer that she ever signed that deed.
25 She actually assigned it to herself giving herself

1 ownership of the property. We're here today saying that
2 that deed is invalid because, for one, she did not have
3 -- she was never an owner of East Chateau Land Holding,
4 so, therefore, she never had the power or the right to
5 transfer this land. Also she herself denies even signing
6 as an agent of East Chateau Holding, LLC, to herself.
7 She just reports that the land was given to her; however,
8 there's no deed that grants her that right.

9 The second issue is she did get a reverse mortgage
10 on the property after that that was relying on the deed
11 that we are claiming that's invalid and then she
12 transferred the property to Hillcreek Farms, LLC, which
13 we believe is a valid deed unless the Court finds that the
14 first deed was invalid; however, the Defendant says that
15 she never signed that deed either; therefore, that would
16 be an invalid deed. We do have an expert witness that
17 says her signature did sign the deed over to Hillcreek
18 Farms, LLC, and we also have the notary that witnessed her
19 signature signing the property over to Hillcreek Farms,
20 LLC.

21 We are not trying to take away the mortgage lien, the
22 reverse mortgage. We understand the mortgage follows the
23 title of the land; however, we do believe that either East
24 Chateau Land Holding, LLC, or Hillcreek Farms should be
25 the owner of record of the property and that's what we're

1 here asking to quiet the title for.

2 Thank you, Your Honor.

3 **THE COURT:** Thank you.

4 Yes, sir.

5 **MR. WALTERS:** May it please the Court, Your Honor?

6 Your Honor, this is a case that involves several
7 issues. The first issue is, is that a man named Jerry
8 Sanders, who's not a party to this case, who's not before
9 the Court today, his mother is before the Court, Jerry
10 Sanders originally was part of an LLC called East Chateau
11 Land Holding. Jerry Sanders was in financial trouble and
12 essentially what Jerry did was -- is Jerry at the time he
13 had met my client, who was sixty-nine years old, he was
14 in his fifties. The evidence will show that it was his
15 intent to find someone that was over sixty-five so he
16 could get a reverse mortgage. He led my client into
17 believing that I love you, I want to marry you, let's go
18 ahead and plan our marriage.

19 At the same time Mr. Sanders filed a bankruptcy.
20 When he filed that bankruptcy, our expert will testify
21 that he did not divulge -- he did not give this
22 information to the bankruptcy court that he owned this
23 land at 135 East Chateau Drive. In fact, he did not put
24 down his ownership of the land and he did not put down on
25 the record that he also had a lien against the land. He

1 met my client, he told her he loved her, I want you to be
2 a part of my life, and essentially what happened was --
3 is my client fell in love and said it would be great to
4 get married. He then signed the deed and transferred the
5 property he owned, and in this particular case it's to
6 members of the LLC, and what happens is, is Angie Stokes
7 ends up with the property. That's the first deed.

8 Ms. Stokes was then told you can now do the reverse
9 mortgage, you're over sixty-five, we'll need the money
10 for our marriage, we're going to get married and we'll
11 need money to stay together and take care of some things.
12 Of course, this was while Mr. Sanders was in bankruptcy.
13 While he was in bankruptcy, he never revealed that he
14 owned this land, he never revealed that he owed the debt
15 on this land, and my client, of course, believed that she
16 was going to get married and she was in love.

17 My client at that time was sixty-nine. She's in her
18 late seventies now. She was very flattered that a man in
19 his fifties would want to marry her. She went through
20 with the reverse mortgage with Champion Mortgage. They
21 received the money. Unbeknownst to her, the lien that was
22 on the property was held by Jerry Sanders, so that lien's
23 taken care of. In fact, the paperwork will show that
24 Jerry Sanders is the registered agent and she had no idea.

25 Second of all, there was money left over after the

1 mortgage was paid off. The evidence will show and the
2 testimony will be my client in preparation for the wedding
3 provided Mr. Sanders all of the money. After Mr. Sanders
4 received the money, and my client, she's elderly, she was
5 very excited about getting married and having this young
6 man in love with her, they then went out to Lizard's
7 Thicket to have dinner. While they were having dinner at
8 Lizard's Thicket, Jerry Sanders' -- his sister showed up
9 at the restaurant along with Jerry and they had some
10 paperwork. They informed my client you need to sign this
11 paperwork so we can go ahead and get the paperwork started
12 for our marriage. In that restaurant they had a
13 conversation and the sister and the rest of the parties
14 there informed my client, and she's elderly, that you're
15 now married. So she walked in the Lizard's Thicket and
16 she wasn't married and she was told that if you sign these
17 papers, you'll be fine and you're gonna be married when
18 you come out of the Lizard's Thicket.

19 She left out the Lizard's Thicket and she was happy
20 because she said we've got the money now, we're going to
21 get married, and she was very excited about this younger
22 man marrying her. She then returned to her home. When
23 she returned to her home, Jerry Sanders came to the home
24 and told her I don't love you anymore, I don't need you
25 anymore, and I'm kicking you out of the house. And by

1 the way, you signed a deed over to Hillcreek Farms, so you
2 no longer own this property. And, of course, it's our
3 client's position that, number one, if you do a reverse
4 mortgage and you receive money, you pledge to the mortgage
5 company that at my death, number one, I will either give
6 you the property back or, number two, my heirs will have
7 to buy this property if you want to keep it. So her
8 position with regards to the deed to Hillcreek Farms is
9 I couldn't transfer it to anyone else because I was
10 supposed to have my obligation met with the mortgage
11 company.

12 At that time Jerry Sanders became very, very angry.
13 This has been going on, Your Honor, since the year of
14 2013. They first started by filing an action in the
15 magistrate's court to evict her from the home. The
16 magistrate informed them this is a dispute over title,
17 we can't do that here. They then filed -- and this is
18 Plaintiff's lawyer, they filed a petition for a writ of
19 mandamus with the magistrate's court. That motion was
20 denied. They were then given an opportunity to amend the
21 pleadings. We appeared in court. They were then given a
22 second opportunity to amend the pleadings and this time
23 they sued for ejectment. They went on and I believe it's
24 probably a third time they were allowed to amend the
25 pleadings and now they're asking for a quiet title action.

1 What our expert will testify to is several things.
2 Number one, there was fraud committed by Jerry Sanders.
3 Number two, in addition to that, the mortgage that we
4 have in this particular case is fine, but the deed to
5 Hillcreek Farms is invalid under South Carolina case law.
6 And, number three, my client will also testify about the
7 other behavior that Jerry Sanders -- and he's not before
8 the Court now. We've appeared before the Court three or
9 four times and he never will appear, but he's got his
10 mother here because she is the owner of Hillcreek Farms
11 and she's here to take possession of the property or
12 allege that somehow they have title to it.

13 There's conversation from the opening with regards to
14 the deed; that she somehow denied that was her signature.
15 We will present to Your Honor the page from the deposition
16 where my client simply stated I think that's my signature,
17 she's in her sixties, and she went on to state I've got to
18 look at it, it looks like my signature. And they've hired
19 an expert. That expert's here before the Court.

20 But it is our contention this case is very, very
21 simple. This man told this woman he loved her, he got her
22 to do a reverse mortgage, he defrauded the bankruptcy
23 court, he defrauded the creditors and now he's trying to
24 defraud our client by kicking her out of the house and
25 taking the property back. My client is still paying the

1 taxes and the insurance on the property and, most
2 importantly, she's still obligated to Champion Mortgage
3 for the reverse mortgage on the property. The evidence
4 will show that she has done nothing wrong. She's abided
5 by the terms and conditions of the reverse mortgage, which
6 she agreed to. She's simply been used because she was
7 over sixty-five and she qualified for a reverse mortgage.

8 And our expert will testify about the fraud with the
9 bankruptcy court. He will also testify about the defect
10 within the deed that's gonna be presented before the
11 Court and, of course, our client will testify about this
12 so-called romantic relationship and how she ended up in a
13 situation where she never married him and he walked away
14 with all of the money and she was in love with a younger
15 man and she was flattered by it, but right now they want
16 her to be left with the debt and no house and all of the
17 responsibility.

18 Thank you, Your Honor.

19 **THE COURT:** All right.

20 Ms. Burnside, call your first witness.

21 **MS. BURNSIDE:** Yes, Your Honor. I call Joan Sanders.

22 (Whereupon, Joan Sanders was duly sworn by the Clerk
23 of Court.)

24 **THE CLERK:** State your full name for the record,
25 please.

1 **THE WITNESS:** Joan Sanders.

2 JOAN SANDERS,

3 having been duly sworn, testified as follows:

4 DIRECT EXAMINATION

5 BY MS. BURNSIDE:

6 Q. Ms. Sanders, can you state your full name for the
7 record?

8 A. Joan Sanders.

9 Q. Okay. And are you a notary public?

10 A. Yes.

11 Q. Do you know when your notary expires?

12 A. Do what now?

13 Q. Do you know when your notary expires for South
14 Carolina?

15 A. 1993 -- 2003 -- no, 2023. I'm sorry.

16 Q. Okay.

17 **MS. BURNSIDE:** Your Honor, may I approach the
18 witness?

19 **THE COURT:** Yes, ma'am.

20 **THE WITNESS:** I've got it with me if you would like
21 to see it.

22 BY MS. BURNSIDE:

23 Q. I have it for you. Is that a copy of your notary?

24 A. Yeah, that's it.

25 **MS. BURNSIDE:** Your Honor, I'd like to move this into

1 evidence.

2 A. But I was one before all that. I've been probably
3 a notary public for maybe forty years or fifty. I don't
4 know how long. A long time.

5 Q. Okay. This one states -- just state's that you're
6 effective April 7, 2003 and it doesn't expire until
7 March 25, 2023.

8 A. Yeah, that sounds right.

9 MS. BURNSIDE: Okay. Your Honor, I'd like to move
10 this into evidence.

11 THE COURT: Any objection?

12 MR. WALTERS: No objection, Your Honor.

13 THE COURT: That will be Plaintiff's Number 1.

14 (Plaintiff's Exhibit Number 1, a notary certificate,
15 was marked and admitted into evidence.)

16 BY MS. BURNSIDE:

17 Q. Ms. Sanders, do you remember what you were doing on
18 November -- I'm sorry, on April 14, 2008?

19 A. No. Not exactly, no.

20 Q. Okay. Is this your signature on that document? Does
21 that refresh your memory?

22 A. Yes, that's my signature..

23 Q. So you notarized that deed?

24 A. Yes, ma'am.

25 Q. Okay. Your Honor, I'd like to -- what is that deed

1 of?

2 A. I can't see it.

3 Q. (Hanging.)

4 A. It's Delores signing over the property, I think, back
5 to another name. It looks like --

6 Q. Do you want to read it? Can you read it for me?

7 A. Signed it over to Hillcrest, Delores Stokes.

8 Q. To Hillcreek Farms?

9 A. Yes.

10 Q. Okay. And that was on November the 4th, 2011?

11 A. Yes.

12 Q. Can you tell the Court what was happening that day,
13 where you were?

14 A. I believe I was at the Chateau Drive.

15 Q. Okay. Was -- who all was there?

16 A. There was a worker there, Delores was there, my son
17 was there, I was there. Me and Delores, we always had
18 coffee together lots of times.

19 Q. Okay. Did you witness Ms. Stokes signing this deed?

20 A. Yes.

21 Q. Okay. And she signed it over to Hillcreek Farms, LLC,
22 on November the 4th, 2011?

23 A. Yes.

24 **MS. BURNSIDE:** Your Honor, I'd like to submit this
25 as Plaintiff's 2, the deed.

1 **THE WITNESS:** I don't sign those papers unless I see
2 the person signing it because that's my duty.

3 **THE COURT:** All right. That's the -- what is it?

4 **MS. BURNSIDE:** This is the deed that transfers
5 property from Angie Delores Stokes to Hillcreek Farms,
6 LLC. It was notarized on November 4, 2011, and it was
7 filed September 25, 2012.

8 **THE COURT:** Any objection?

9 **MR. WALTERS:** No objection, Your Honor.

10 **THE COURT:** All right. That will be entered without
11 objection.

12 (Plaintiff's Exhibit Number 2, a deed, was marked and
13 admitted into evidence.)

14 BY MS. BURNSIDE:

15 Q. Ms. Sanders, do you remember -- is this your signature
16 from April the 8th -- I'm sorry, April the 14th, 2008? Is
17 that your notarized signature?

18 A. Yes, it is.

19 Q. Okay. And what is that document?

20 A. Turning the -- I think it's turning the land over to
21 Jerry or back to him or something like that. No, wait a
22 minute. It's a registration of deeds.

23 Q. Is it Albert Sanders, Junior, transferring property
24 to East Chateau Drive Holding, LLC?

25 A. Right.

1 Q. Is that what you notarized?

2 A. Right.

3 Q. Okay.

4 **MS. BURNSIDE:** Your Honor, I'd like to move this
5 deed into evidence as a Plaintiff's Exhibit Number 3.

6 **MR. WALTERS:** No objection, Your Honor.

7 **THE COURT:** All right.

8 **MS. BURNSIDE:** And this is the deed from Albert Jerry
9 Sanders, Junior, to East Chateau Drive Holding, LLC. It
10 was notarized on April the 14th, 2008, and filed August
11 the 19th, 2008.

12 **THE COURT:** What's the date again? I'm sorry.

13 **MS. BURNSIDE:** It was notarized on April the 14th,
14 2008, and it was filed August the 19th, 2008.

15 **THE COURT:** All right. It will be entered without
16 objection.

17 (Plaintiff's Exhibit Number 3, a deed, was marked
18 and admitted into evidence.)

19 **MS. BURNSIDE:** Okay. I have no further questions,
20 Your Honor.

21 **THE COURT:** Okay.

22 **MR. WALTERS:** Briefly, Your Honor.

23 CROSS-EXAMINATION

24 BY MR. WALTERS:

25 Q. Ms. Sanders, I want you to look at Plaintiff's

1 Exhibit Number 2. I believe this is where you say you
2 signed as a notary; is that correct?

3 A. Yes.

4 Q. All right. And you own Hillcreek Farms; is that
5 correct?

6 A. That is correct.

7 Q. All right. I want to show you what your son filed
8 with the bankruptcy court.

9 **MR. WALTERS:** And I'd ask that the Court take
10 judicial notice of the filings with the bankruptcy court.
11 They're all part of the file. They're self-authenticating
12 documents and we submitted them with the summary judgment
13 motion and they're a part of the record.

14 **THE COURT:** Any position regarding that from the
15 Plaintiff? Do you have a copy so I don't have to look
16 through the entire file?

17 **MR. WALTERS:** Yes, ma'am. I can hand it to you right
18 here. Referring to Page 20 of the debtor's declarations
19 and it's in the upper left-hand corner.

20 **THE COURT:** Are you moving this into evidence?

21 **MR. WALTERS:** Yes, ma'am.

22 **THE COURT:** Okay.

23 BY MR. WALTERS:

24 Q. All right. And, Ms. Sanders, are you aware of the
25 fact that it states that you own one hundred percent of

1 Hillcreek Farms?

2 A. I don't recall that.

3 Q. Okay. But that's essentially what the documentation
4 says, that you own a hundred percent of Hillcreek Farms.
5 Are you aware of that?

6 A. No.

7 Q. Okay. All right. And that information was provided
8 by your son and he signed under oath and stated that his
9 mother owned the property. In fact, you were aware that
10 he had filed a bankruptcy, weren't you?

11 A. Yes.

12 Q. Yes, ma'am. In fact, I believe you helped him during
13 the bankruptcy; is that right?

14 A. I don't know that you'd call it help.

15 Q. You provided him money sometimes, you helped guide
16 him through the process, you were with him --

17 A. No, I never gave him any money.

18 Q. Uh-huh. But nevertheless it was a declaration that
19 you owned one hundred percent of Hillcreek Farms; is that
20 correct?

21 A. You're not being very nice talking about my son like
22 that.

23 **MS. BURNSIDE:** Objection, Your Honor.

24 **THE COURT:** Hold on one second.

25 **MS. BURNSIDE:** I'm sorry. Objection. He's already

1 asked that question a couple of different times. Asked
2 and answered.

3 **MR. WALTERS:** This is cross-examination, Your Honor.

4 **THE COURT:** All right. The objection is overruled.

5 Ma'am, you have to answer the questions that he asks,
6 all right?

7 **THE WITNESS:** Well, see, I was told -- I talked to
8 my priest and all, I'm just actually supposed to verify
9 my signature. That's all a notary public is. I mean,
10 you don't get paid, I mean, you know, to -- not to
11 disrespect you, you're a very nice young lady, but I'm
12 not here to judge the world.

13 **THE COURT:** All right. You're here --

14 **THE DEFENDANT:** I mean, it's just like him about
15 Delores. I was her friend until she bragged about
16 slapping my --

17 **THE COURT:** Okay.

18 **MR. WALTERS:** Objection, Your Honor.

19 **THE WITNESS:** You want me to answer --

20 **THE COURT:** All right. Hold on. Ma'am, we're gonna
21 answer the questions that are asked. Your attorney --
22 the attorney for the Plaintiff will have an opportunity
23 to come back and ask any questions that she wants to ask
24 that are within -- of course, she understands, within
25 the rules of evidence so, you're gonna have to answer

1 the questions and then we will proceed.

2 The objection is overruled. Yes, sir.

3 **MR. WALTERS:** May it please the Court? I'd ask that
4 the Court take judicial notice of Section 26-1-90, and I'll
5 provide a copy of it to Your Honor if the Court doesn't
6 have a copy of it. Section 26-1-90. It is simply titled
7 Notaries Public, Section 26-1-90, Powers of the Notary
8 Public.

9 **THE COURT:** What's the number? 26 --

10 **MR. WALTERS:** 26-1-90.

11 **THE COURT:** Yes, sir.

12 **MR. WALTERS:** And I would direct your attention,
13 Your Honor, to take judicial notice of Section (C)(4) and
14 I'd ask you to take judicial notice of Section 4, which
15 simply says if a notary will receive directly -- this is
16 what they cannot sign as a notary for. It starts Section
17 C. It says a notary may not perform a notarial act -- in
18 other words, they can't notarize any document -- if the
19 notary will receive directly from a transaction connected
20 with the notarial act any commission, fee, advantage,
21 right, title, interest, cash, property, or other
22 consideration exceeding in value the fees specified in
23 26-1-100.

24 In this particular case, she signed as a notary with
25 regards to Hillcreek Farms and there's a declaration filed

1 with the bankruptcy court where it states she owns one
2 hundred percent. I guess what I'm saying is --

3 **MS. BURNSIDE:** Your Honor, I object. The bankruptcy
4 court, she owned it -- it's saying July 24, 2007. This
5 property was not transferred until August 19, 2008. He
6 has offered no proof that she owned it in 2008.

7 **MR. WALTERS:** May it please the Court?

8 **THE COURT:** All right. Hold on one second. I guess
9 I'm -- Mr. Walters, are you asking a question? I'm trying
10 to understand. Are you making argument at this point?

11 **MR. WALTERS:** No. I just ask the Court to take
12 judicial notice of that section and I'll proceed forward
13 with the cross-examination.

14 **THE COURT:** All right. And I'll give you an
15 opportunity to argue at the appropriate time.

16 **MR. WALTERS:** Yes, ma'am.

17 BY MR. WALTERS:

18 Q. Now with regards to Hillcreek Farms, it's stated in
19 your son's petition you own one hundred percent. At what
20 time did you dispose of this interest that you had in
21 Hillcreek Farms?

22 A. I don't recall.

23 Q. Do you have any documentation to present before
24 Her Honor or anyone else in this courtroom where you went
25 through the corporate formalities of disposing of your

1 interest in Hillcreek Farms?

2 A. No.

3 Q. So if we ask your lawyer or anyone representing you
4 here today, you have no documentation that can refute the
5 information provided by your son that you did not own
6 Hillcreek Farms?

7 A. I don't know what they have, sir. I have no control
8 over anybody.

9 Q. All right.

10 **MR. WALTERS:** I beg the Court's indulgence, Your
11 Honor.

12 Your Honor, I have no further questions.

13 **THE COURT:** All right. Yes, ma'am.

14 REDIRECT EXAMINATION

15 BY MS. BURNSIDE:

16 Q. Ms. Sanders, just to clarify, do you have any
17 knowledge that Mr. Sanders or anyone transferred you any
18 property in the Hillcreek Farms, LLC?

19 A. No. It could have been. There's been a lot going
20 on, a death in the family and my health has went down,
21 I've -- and things like that that contribute to things.

22 Q. At the time you notarized the document, August 19,
23 2008, did you own East Chateau Drive Land Holding or
24 Hillcreek Farms, LLC?

25 A. Not that I can recall, no.

*not a witness's
job to present
evidence*

1 **MS. BURNSIDE:** All right. No further questions,
2 Your Honor.

3 **THE COURT:** All right. Ma'am, you can step down.
4 (Witness excused.)

5 **THE COURT:** Call your next witness.

6 **MS. BURNSIDE:** My next witness is Ms. Angie Stokes.

7 (Whereupon, Angie Stokes was duly sworn by the Clerk
8 of Court.)

9 **THE CLERK:** Have a seat and state your full name for
10 the record.

11 **THE WITNESS:** Angie Delores Stokes.

12 ANGIE DELORES STOKES,

13 having been duly sworn, testified as follows:

14 DIRECT EXAMINATION

15 BY MS. BURNSIDE:

16 Q. ~~Hi, Ms. Stokes. Can you, please, state your full~~
17 ~~address for the record?~~

18 A. ~~1985 Cannon Bridge Road, Cordova, South Carolina.~~

19 Q. Okay. So you do not reside at 135 East Chateau?

20 A. I didn't finish. And 135 East Chateau Drive and
21 131 Sawyer Street, Orangeburg, South Carolina.

22 Q. You have three primary residences?

23 A. I have three homes that I live in.

24 Q. And which one is your primary residence?

25 A. The East Chateau Drive.

- 1 Q. All right. Is that where you get your mail?
- 2 A. I do not. I had to stop my mail because Jerry would
- 3 get my mail and open it.
- 4 Q. Okay. So where do you get your mail?
- 5 A. 1985 Cannon Bridge Road.
- 6 Q. Okay. And who do you reside -- live with there?
- 7 A. Nobody lives there but me.
- 8 Q. Are you married?
- 9 A. I am.
- 10 Q. ~~And what's your husband's name?~~
- 11 A. Henry Davis.
- 12 Q. And he doesn't live there with you?
- 13 A. ~~No, he does not.~~
- 14 Q. Okay. I'm gonna present you a copy of a deed that
- 15 purportedly transfers property from East Chateau Drive
- 16 Holding, LLC, to Angie Delores Stokes, you. Can you,
- 17 please, verify that for the Court? Have you seen that
- 18 deed before?
- 19 A. Let's see. This is what now?
- 20 Q. That is a deed that transfers the property from East
- 21 Chateau Drive Land Holding, LLC, to Angie Delores Stokes.
- 22 A. Yes.
- 23 Q. And my question for you is, is that your signature
- 24 there?
- 25 A. Yeah.

1 Q. That is your signature?

2 A. Yes.

3 Q. Okay. Were you ever an owner of East Chateau Drive
4 Holding, LLC?

5 A. Yeah, I own it.

6 Q. You own East Chateau Drive -- I mean, I'm sorry. Did
7 you own the LLC?

8 A. ~~I guess I did.~~

9 Q. Did you have any documentation of ownership of that?

10 A. No, I don't.

11 Q. Okay. Did someone just tell you that you owned it?

12 A. I don't know what -- I don't know how I know.

13 Q. But you think that you owned it?

14 A. I think I did, yes.

15 Q. Okay.

16 **MS. BURNSIDE:** Your Honor, I'd like to at this point
17 move this into evidence as Plaintiff's Number 4.

18 **THE COURT:** Any objection?

19 **MR. WALTERS:** No objection, Your Honor.

20 (Plaintiff's Exhibit Number 4, a deed, was marked
21 and admitted into evidence.)

22 BY MS. BURNSIDE:

23 Q. Do you have a bank account with First Citizens Bank?

24 A. I do.

25 Q. You do? Okay. Can you tell me if this is one of

1 the checks that you might have wrote?

2 A. I'm sure it is.

3 Q. Okay.

4 **MS. BURNSIDE:** Your Honor, I'd like to move these
5 records from First Citizens into evidence as Plaintiff's
6 Number 5.

7 **THE COURT:** Any objection?

8 **MR. WALTERS:** I beg the Court's indulgence, Your
9 Honor.

10 **MS. BURNSIDE:** And if there's any checks that you
11 don't believe is yours, that's fine. Just let me know.

12 **MR. WALTERS:** Which -- which check are you attempting
13 to move into evidence?

14 **MS. BURNSIDE:** All of them.

15 **MR. WALTERS:** Okay.

16 **THE WITNESS:** Oh, and by the way, Jerry and I both
17 own the --

18 **MS. BURNSIDE:** I'm sorry?

19 **THE WITNESS:** -- the LLC.

20 **MS. BURNSIDE:** Okay.

21 **THE WITNESS:** You can tell I love Goodwill, don't
22 you? They all look like mine.

23 **MS. BURNSIDE:** All right. At this time, Your Honor,
24 I'd like to move Plaintiff's Number 5, A through J, into
25 evidence.

1 **MR. WALTERS:** No objection, Your Honor.

2 (Plandtiff's Exhibit Number 5, A through J, were
3 marked and admitted into evidence.)

4 BY MS. BURNSIDE:

5 Q. Ms. Stokes, have you ever filled out a weapon permit
6 application? Do you have a concealed weapon?

7 **MR. WALTERS:** Objection, Your Honor. It's not
8 relevant to the case.

9 **MS. BURNSIDE:** It's just for the signature, Your
10 Honor. I'm not -- it's just for the signature page.

11 **THE COURT:** The objection would be overruled.

12 **MS. BURNSIDE:** My handwriting expert used this
13 because the subpoena pled for it, so I just need it for
14 the signature.

15 **THE COURT:** All right.

16 Yes, sir. The objection is overruled.

17 **THE WITNESS:** I do have one.

18 BY MS. BURNSIDE:

19 Q. Okay. That's fine. Is this your application?

20 A. Yes, ma'am, it is.

21 Q. Okay.

22 **MS. BURNSIDE:** At this time, Your Honor, I'd like
23 to move this document into evidence, it is a concealed
24 weapon permit application, as Plaintiff's Number 6.

25 **MR. WALTERS:** Objection, Your Honor. That's not

1 relevant to this case and I believe this case is governed
2 by the Hoogenboom case out of Charleston. They must show
3 the superiority of their title. That's not relevant, it's
4 not probative and it's not material to any issue that's
5 before this Court, a license that was obtained or an
6 application before SLED.

7 **MS. BURNSIDE:** Your Honor, I'm only trying to get it
8 into evidence because it was one of the documents that my
9 expert used to evaluate the handwriting signature, which
10 does go to the value of the case.

11 **THE COURT:** Are you-all objecting that the
12 handwriting -- that she signed the deed or are you
13 objecting -- is your objection that it was signed under
14 fraud?

15 **MR. WALTERS:** Our objection is, one --

16 **THE COURT:** Or your position, I should say.

17 **MR. WALTERS:** Our issue is the deed to Hillcreek
18 Farms in this particular case, the notary held in an
19 interest in the company receiving the property, and it
20 could not be notarized by Ms. Sanders. I believe that
21 they're attempting to try to say that we're gonna bring
22 in a handwriting expert, but that still doesn't defeat
23 the issue with the notary.

24 **THE COURT:** I guess what I'm -- I guess what I'm
25 asking, in your opening you -- Mr. Walters, I'm not

1 quite sure you -- if you -- you said they took her to
2 the Lizard's Thicket and had her sign something.

3 **MR. WALTERS:** Yes, ma'am.

4 **THE COURT:** So are you -- you're not refuting that
5 she signed it, you're just saying it was under fraud
6 and that the notary could not notarize any property she
7 owned?

8 **MR. WALTERS:** Our first position is she did not sign
9 a deed with regards to this property or the Hillcreek
10 Farms, all right?

11 **THE COURT:** Okay.

12 **MR. WALTERS:** And I believe they've hired an expert
13 to try to say that that is her signature on that
14 particular document. Our second position is, is that,
15 of course, this was gained under fraud, if anything was
16 signed, and it's a fraudulent document. And the, of
17 course, our third position is the notary could not sign
18 as the notary with regards to that transaction.

19 **THE COURT:** So you are objecting -- you are refuting
20 that it's her signature?

21 **MR. WALTERS:** (Nods head.)

22 **THE COURT:** Okay. Well, I think if you're refuting
23 that it's her signature, she has the right to bring in the
24 expert. So I'm going to overrule the objection. I will
25 enter it as Plaintiff's Number 6 over the objection of

1 the Defendant.

2 **MS. BURNSIDE:** Okay. Thank you, Your Honor.

3 (Plaintiff's Exhibit Number 6, a CWP application,
4 was marked and admitted into evidence.)

5 BY MS. BURNSIDE:

6 Q. Ms. Stokes, did you receive a letter from Champion
7 Mortgage on December 24, 2013?

8 A. I have no idea.

9 Q. Can I show you the letter and you let me know if you
10 received that?

11 A. I'm sure I did because I had to take insurance out
12 on the property.

13 Q. Okay. And could you on Page 3 read to the Court the
14 highlighted part?

15 A. The property must be maintained and remain --

16 **MR. WALTERS:** Objection, Your Honor.

17 **THE COURT:** Hold on one second. Hold on one second,
18 ma'am.

19 Yes, sir.

20 **MR. WALTERS:** Your Honor, this is not relevant to
21 the issue of the quiet title with regards to the title of
22 this property. There's no dispute with regards to the
23 lien on the property. There is a reverse mortgage, but
24 this is not relevant and probative toward the issue of
25 quiet title.

1 **MS. BURNSIDE:** Your Honor, part of his position is
2 that she was not allowed to transfer property under the
3 reverse mortgage; however, part of that reverse mortgage
4 document states clearly she must maintain ownership --
5 I'm sorry. That it must be her primary residence of the
6 property as well. Those are both in the mortgage. I'm
7 just pointing out that she has not maintained everything
8 that the reverse mortgage has required of her.

9 **THE COURT:** Is the document in evidence, the document
10 that you're referring to?

11 **MS. BURNSIDE:** It's a letter and it just states that
12 she must maintain it as her primary residence and I just
13 wanted to enter that into evidence. It's a document her
14 attorney disclosed to me in discovery as well.

15 **MR. WALTERS:** May it please the Court? Champion
16 Mortgage was a party to this action and they were
17 dismissed. The issues with regards to Champion Mortgage
18 and the status of whether it's paid and the insurance --
19 that it has insurance, it's not relevant with regards to
20 title to this property. In fact, Champion was dismissed
21 and we're asking questions with regards to whether it has
22 insurance or taxes have been paid. The bottom line is, is
23 I don't believe this is relevant to the issue of whether
24 the titles were defective.

25 **MS. BURNSIDE:** Your Honor, part of his position

1 is that she is violating the reverse mortgage by
2 transferring property. Well, if she's violating
3 that part, she's also violating the part of not keeping
4 it as her primary residence, so I just wanted to enter
5 in evidence then that she has violated multiple parts of
6 that reverse mortgage.

7 **THE COURT:** I thought she testified it was her
8 primary residence.

9 **MS. BURNSIDE:** That was not the first address she
10 gave and that was not what her deposition said and that
11 is also not where she receives mail. She said she had
12 three primary residences and her deposition states that
13 that was not one of them.

14 **THE WITNESS:** I did say I had to change my mailing
15 address.

16 **THE COURT:** I thought she testified that the one --
17 that this property was her primary residence, but she had
18 to have her mail sent somewhere else because somebody was
19 taking it. I think -- I believe that was her testimony.

20 **MS. BURNSIDE:** When I first --

21 **THE COURT:** I'm going to overrule the objection
22 and allow it in. You can ask her questions regarding
23 the matters that are relevant to this case. So if the
24 mortgage company's been released, you can ask her
25 regarding her primary residence, you can ask her as to

1 whether or not she can transfer the property, those
2 things, since that is the Defendant's position, is that
3 she could not transfer the property because it was a
4 reverse mortgage.

5 **MS. BURNSIDE:** Thank you, Your Honor. I think when
6 I first asked her where she lived she gave a different
7 address. That was --

8 **THE COURT:** I thought she gave three.

9 **MS. BURNSIDE:** She gave 19 --

10 (Plaintiff's Exhibit Number 7 was marked for
11 identification.)

12 **THE COURT:** Okay. Her notes reflect the same. It
13 says that she gave three addresses and you asked, I
14 believe, is that -- are all three your primary residences
15 and she said 135 East Chateau Drive is my primary
16 residence and 1985 Cannon Bridge Road is where she gets
17 her mail.

18 **THE WITNESS:** That's right.

19 **THE COURT:** Somebody was taking the mail or
20 something, I don't know, but we can -- I can always go
21 back and read the transcript I'm sure.

22 **MS. BURNSIDE:** Thank you, Your Honor.

23 BY MS. BURNSIDE:

24 Q. Does your husband reside at 135 East Chateau Drive?

25 A. No, he does not.

1 **MR. WALTERS:** Objection, Your Honor. Where a
2 husband lives is not relevant to this proceeding.

3 **MS. BURNSIDE:** It's very irrelevant where --

4 **THE COURT:** I'm gonna allow her to ask it. Objection
5 is overruled.

6 All right. Go ahead, ma'am.

7 BY MS. BURNSIDE:

8 Q. Where does your husband reside?

9 A. On Sawyer Street in Orangeburg.

10 Q. And what's your husband's name?

11 A. Henry Davis.

12 Q. I'm sorry. You told me that. You-all don't reside
13 together?

14 A. We do sometimes.

15 Q. And where do you reside together?

16 A. East Chateau Drive.

17 Q. So your husband does live at East Chateau --

18 A. No, ma'am, I didn't say that. He does come there
19 occasionally and to 1985 Cannon Bridge Road. We have
20 dinner there, we watch TV, we visit with my sister. He
21 has a home on Sawyer Street in Orangeburg.

22 Q. All right. How many nights out of the year do you
23 stay at Sawyer Street?

24 A. Well, let see. I've only been married a year.
25 Maybe thirty.

1 Q. Thirty nights you stayed and that's where your
2 husband resides, at Sawyer Street?

3 A. Yes.

4 Q. And you've stayed thirty nights a year with your
5 husband?

6 A. Thirty, thirty-two, thirty-four.

7 Q. Out of three hundred and sixty-five?

8 A. Yes.

9 Q. Okay. Who lives at 135 East Chateau?

10 A. I do.

11 Q. And who else?

12 A. My daughter.

13 Q. And what is her name?

14 A. Candy Stokes.

15 Q. Okay. Does anyone else reside there?

16 A. Yes.

17 Q. Who?

18 A. One little girl, Gracie Courtney, my grand baby --

19 Q. Okay.

20 A. -- and David.

21 Q. And who's David?

22 A. My daughter's husband.

23 Q. Okay. Do they receive mail at 135 Chateau?

24 A. Yes, ma'am.

25 Q. Is that their primary residence?

1 A. Yes, ma'am.

2 Q. Okay. So your daughter and her husband and their
3 child live at 135 East Chateau?

4 A. That's correct.

5 Q. Do they pay you rent?

6 A. No, ma'am.

7 Q. So they live there -- okay.

8 **MS. BURNSIDE:** That's all the questions I have,
9 Your Honor.

10 **THE COURT:** All right.

11 Yes, sir. Anything?

12 **MR. WALTERS:** Yes, ma'am. May it please the Court?

13 CROSS-EXAMINATION

14 BY MR. WALTERS:

15 Q. Ms. Stokes, I want to go through carefully what
16 happened with regards to this property and the transaction
17 itself. When did you first meet Jerry Sanders?

18 A. It was on my daughter's birthday. August the 13th
19 we celebrated our birthday and we went to a nightclub and
20 Jerry walked in and he was a good dancer and I loved to
21 dance and we danced.

22 Q. Okay. And how you were you at that time?

23 A. I was sixty-four. Sixty-four.

24 Q. All right. And how old was Mr. Sanders?

25 **MS. BURNSIDE:** Objection. Irrelevant, her age.

1 **THE COURT:** Overruled.

2 BY MR. WALTERS:

3 Q. How old was Mr. Sanders at that time?

4 A. He was in his fifties.

5 Q. And, of course, your relationship developed where
6 you believed you were going to get married?

7 A. Yes, it did.

8 Q. Okay.

9 A. He enjoyed dancing and I enjoyed dancing.

10 Q. Okay. And were you onboard with getting married?

11 A. Yes.

12 Q. All right. Now let's talk about the property
13 of East Chateau that you received, all right? What
14 discussion did you have with regards to that property
15 and what were you going to do with it if you received it?

16 A. We were gonna get married, have a big wedding, and
17 live in it.

18 Q. So you were gonna have a -- you were gonna take this
19 money and get married and have a big wedding?

20 A. Yeah.

21 Q. ~~Okay.~~ And how many times have you been married?

22 A. ~~Two times.~~

23 Q. Two times. And this time you were gonna plan a big
24 wedding and you were gonna take that money and do that?

25 A. Yeah, I was.

1 Q. All right. And the deed that they referred to, I
2 think that's Plaintiff's Exhibit Number 2, I believe it's
3 the one where East Chateau is -- that's here.

4 And, Your Honor, I'm referring to the East Chateau
5 deed where it transferred to Angie Delores Stokes.

6 I present this to you. Is this the deed that you
7 presented to the mortgage company in order to receive the
8 reverse mortgage?

9 A. Yes, it is.

10 Q. Okay. And what were the terms and conditions of the
11 reverse mortgage? What were you supposed to do?

12 A. Excuse me?

13 Q. What were the terms and conditions of receiving the
14 reverse mortgage? What were you supposed to do?

15 A. Pay the taxes --

16 Q. Uh-huh.

17 A. -- and insurance.

18 Q. Okay.

19 A. And the upkeep; outside and inside.

20 Q. All right. And when you received the money, did
21 Jerry receive any of it?

22 A. We went to the bank the very same day we got the
23 money and ~~put it in his name and my name,~~ so my bank
24 account had nothing to do with any of this.

25 Q. Okay. And so when you put his name and your name

1 on that account, did you receive any of the money?

2 A. Not one nickel.

3 Q. All right. Who got the money?

4 A. Jerry did.

5 Q. All right. At that time was Jerry in bankruptcy?

6 A. Yes, he was.

7 Q. All right. And what was your position? You were
8 gonna have a big wedding?

9 A. Yeah.

10 Q. And after you borrowed the money, did you have an
11 opportunity to go out to dinner at Lizard's Thicket?

12 A. Yes, we did.

13 Q. What happened when you went out to dinner at Lizard's
14 Thicket?

15 A. ~~He called his sister.~~

16 Q. And what is her name?

17 A. Hold on. Joan Sanders.

18 Q. All right. Okay.

19 A. And his sister came up and he handed her some
20 papers and she filled out the papers and she said
21 congratulations, you're now married.

22 Q. ~~So his sister said that to you?~~

23 A. Yes.

24 Q. Okay. And what was your reaction?

25 A. ~~I couldn't believe I was already married.~~

1 Q. Okay.

2 A. Nobody said anything to me other than sign a paper.

3 Q. Okay. And when you left out of the restaurant, did
4 you talk any more about this?

5 A. Well, we went to a jewelry store and Jerry brought
6 me a CZ diamond -- diamond supposed to be, yeah.

7 Q. Okay. And evidently you were pretty happy. You got
8 a diamond and --

9 A. Oh, yes.

10 Q. He told you you were married?

11 A. Yes. I called my sister and told her oh, I'm married,
12 I've got the best husband in the world. Well, let me
13 tell you, darling, I had the devil for a husband the first
14 time, but this -- this was the ex-devil.

15 Q. Okay. And after he bought you this particular
16 diamond, when did you find out that there was this claim
17 that you signed something and the property didn't belong
18 to you?

19 A. Several months.

20 Q. All right. What happened?

21 A. I was watching TV one night and Jerry came in and he
22 went over and shut the TV off and he said you're not using
23 my electricity, so I just sat there, and he said by the
24 way, that land and that house does not belong to you, I
25 still own it.

1 Q. Okay. And what did you know to be your obligation
2 to the company that provided the reverse mortgage? What
3 obligation did you have to them?

4 A. It was a friend of -- of his that we went to sign
5 papers for this reverse mortgage.

6 Q. All right. And your obligation to the mortgage
7 company, what were you supposed to do?

8 A. Live in the house, pay taxes and keep the house up.

9 Q. All right. It's alleged that -- I'm gonna present
10 you this deed from Angie Delores Stokes to Hillcreek
11 Farms. Have you seen this deed?

12 A. No, sir, I have never seen this one.

13 Q. Did you see it after the litigation got started?

14 A. I did see it in --

15 **MS. BURNSIDE:** Object --

16 A. -- in the lawyer's office.

17 Q. Okay. And I believe that you brought it to my office;
18 is that right?

19 A. Yes.

20 Q. All right. Did you ever sign a deed conveying that
21 property to Hillcreek Farms?

22 A. No, I did not.

23 Q. All right. And it says on there, the notary, look
24 at it here, is a ~~Joan Sanders~~. Who is she?

25 A. ~~That's Jerry's mother.~~

1 Q. Okay.

2 A. -- or either Jerry's sister, I don't know which.

3 Both of them use the name ~~Joan Sanders~~.

4 Q. All right. Did Ms. Sanders ever see you sign a deed?

5 A. No, she did not.

6 Q. Okay. Was she ever a witness to you signing --

7 A. No, she has not.

8 Q. I believe that she signed as a witness and she also
9 signed as the notary; is that correct?

10 A. It is correct.

11 **THE COURT:** Which -- which exhibit are you referring
12 to?

13 **MR. WALTERS:** I'm referring to the deed from Angie
14 Delores Stokes to Hillcreek Farms and I'm sure it's
15 exhibit -- I believe it's Exhibit 3. If not, I'll
16 provide my copy to Your Honor.

17 **THE COURT:** I don't have any copies. Does anybody
18 have a copy?

19 **MR. WALTERS:** I'll submit it to Your Honor. That's
20 the deed from Angie Stokes to Hillcreek Farms.

21 **THE COURT:** And this is Plaintiff's Number 2?

22 **THE COURT REPORTER:** Let's see. It's --

23 **THE COURT:** Yes, that's Plaintiff's Number 2.

24 All right.

25 BY MR. WALTERS:

1 Q. All right. That's the deed to Hillcreek Farms. You
2 never signed that deed?

3 A. No, sir.

4 Q. Are you still obligated on the reverse mortgage?

5 A. Yes, sir.

6 Q. Okay. Now during that time he was in bankruptcy,
7 were you aware of anything that was going on in the
8 bankruptcy court?

9 A. Yes, I do. He had his sis -- daughter-in-law helping
10 him with the paperwork. He sold two pieces of property
11 during the bankruptcy. He also rented homes in the
12 bankruptcy.

13 **MS. BURNSIDE:** Objection. Hearsay.

14 **THE WITNESS:** No, it's not hearsay. I collected the
15 money.

16 **THE COURT:** Hold on. Ma'am, ma'am. Ma'am, I will
17 rule on the objections.

18 Yes, ma'am. Your objection?

19 **MS. BURNSIDE:** Objection. She has no basis of
20 knowledge of what she's trying to testify to.

21 **THE COURT:** What's the question again?

22 **MR. WALTERS:** As far as her knowledge of what was
23 going on during the bankruptcy, her testimony is I have
24 personal knowledge of what he was doing, I collected the
25 money from the homes that he was renting.

1 **MS. BURNSIDE:** She's also saying what his sister did
2 and what Jerry told her his sister was doing.

3 **MR. WALTERS:** She never stated Jerry told me that
4 she --

5 **THE WITNESS:** I haven't done that.

6 **THE COURT:** All right. She can testify as to what
7 she knows or what she saw.

8 **MR. WALTERS:** Yes, ma'am.

9 **THE COURT:** But other than that, she can't say what
10 somebody else said or what someone else told her someone
11 did.

12 All right. Thank you.

13 BY MR. WALTERS:

14 Q. And, Ms. Stokes, what do you know of your own
15 personal knowledge, what you saw with your own eyes?

16 A. Okay. Jerry has several houses that he rents and
17 they would come and hand me the check for the rent that
18 Jerry did not count in the bankruptcy. Jerry also sold
19 two pieces of property while he was in bankruptcy. This
20 I know because he came home and counted the money in
21 twenty dollar bills. All of it was in twenty dollar
22 bills.

23 Q. I want to show you --

24 A. And he spent the money from the house, East Chateau
25 Drive. And there was another check that they sent for

1 \$6,000 that Jerry deposited in the account and he spent
2 that, which should have been with the bankruptcy.

3 Q. I want to show you this deed that's from East Chateau
4 Drive Holding that transferred title to you, ma'am. And I
5 believe we referred to it as Plaintiff's Exhibit Number 4,
6 and I'll submit it to Your Honor. This is the first deed
7 that's in controversy in the lawsuit.

8 Did you have to receive title to the property to go
9 and do the reverse mortgage?

10 A. You know, I had bunches of papers that they sent me
11 that Jerry would not let me get, including my bank books,
12 everything, and they could have sent something, but the
13 reason I changed my address was because Jerry got all my
14 mail.

15 Q. Let's make sure Her Honor is aware of why Jerry was
16 getting your mail. Where does Jerry live now?

17 A. Next door.

18 Q. All right. And would you tell the Court Jerry's
19 behavior since he can't get this property from you what
20 he has done to you?

21 A. ~~He has gone to the circus and got a load of elephant~~
22 ~~dung and put right in the yard that you can't that you~~
23 ~~could smell.~~ He fenced up the backyard and he put ten
24 dogs back there and the dogs would holler all night long.
25 We have called cops until they are tired of coming. He

1 has -- every time the grand kids would go outside, he was
2 out and taking pictures of them. I don't like nobody
3 taking pictures of my grandchildren. They -- if they went
4 outside, he'd say something to them. If I was lying in
5 bed in the morning, he'd come to the window and holler
6 Delores, Delores, get up, get up. The whole neighborhood
7 would hear it. And he just made it un -- unreal.

8 Q. Was he ever profane with you?

9 A. Excuse me?

10 Q. Did he ever curse you? Did he ever curse you?

11 A. Oh, yes. Oh, yes. He even told my daughter that she
12 was a -- a rape baby, that I had her out of rape.

13 Q. All right. But it's your position that you received
14 this property from East Chateau and you got the mortgage,
15 but you never ever signed a deed releasing it to Hillcreek
16 Farms?

17 A. No, I did not.

18 **MR. WALTERS:** Your Honor, I want to enter into
19 evidence both of the deeds; the East Chateau Drive deed
20 and also transferring it to Angie Delores Stokes, and I
21 believe you've already got a copy of the deed from --

22 **THE COURT:** All right. Are these not in evidence?

23 **MS. BURNSIDE:** They are.

24 **MR. WALTERS:** I believe they -- you were saying you
25 didn't have these things and I --

1 **THE COURT:** I just don't have a copy of them, so I
2 -- you-all are using them. Are they already -- let's
3 just make sure they're in evidence because I want to --
4 so this is --

5 **MR. WALTERS:** The first deed that's in the summons
6 and complaint --

7 **THE COURT:** Why don't you check with the court
8 reporter and see -- make sure what she has.

9 **MR. WALTERS:** Okay. Yes, ma'am.

10 All right. I referred to this one as East Chateau
11 and East Chateau to Angie Delores Stokes is listed as
12 Plaintiff's Exhibit Number 4 and there's another deed
13 with regards to -- I've handed to Your Honor, which is
14 Hillcreek Farms, and that is Plaintiff's Exhibit Number 2.

15 **THE COURT:** And if you have copies, I'll gladly take
16 those.

17 **MR. WALTERS:** Okay. Okay. Do you want you
18 duplicates? I think we've got them in evidence now.

19 **THE COURT:** Yeah, I just need to be looking at them
20 when you-all are --

21 **MR. WALTERS:** Okay. Yes, ma'am.

22 This is East Chateau and I believe I gave you
23 Hillcreek.

24 **THE COURT:** Yes. And this is -- Madam Court
25 Reporter, this one is East Chateau to Delores Stokes,

1 2011. This one is -- this one is from May of 2011.
2 Which exhibit is that?

3 **MR. WALTERS:** And I believe also, Your Honor, I
4 submitted into evidence the information with regards to
5 the bankruptcy and I provided a copy of that.

6 **THE COURT:** Did you enter it already?

7 **THE COURT REPORTER:** No, he didn't.

8 **MR. WALTERS:** Yeah, I want to make sure I do that.

9 **MS. BURNSIDE:** I never got any --

10 **THE COURT:** He didn't enter it. You need to go ahead
11 and enter it and --

12 **MR. WALTERS:** It's the same copy that was given at
13 the summary judgment motion. It's a part of the record.

14 **THE COURT:** You need to go ahead and try to enter
15 it --

16 **MR. WALTERS:** Counsel's acknowledged that she's seen
17 it.

18 **THE COURT:** Any objection?

19 **MS. BURNSIDE:** Wasn't -- didn't he give her that on
20 the stand?

21 **THE COURT:** No, he didn't enter it.

22 **MS. BURNSIDE:** Oh, okay. No objection.

23 **THE COURT:** So that's Defendant's Exhibit Number 1.

24 (Defendant's Exhibit Number 1, a deed, was marked
25 and admitted to evidence.)

REDIRECT EXAMINATION

BY MS. BURNSIDE:

Q. Ms. Stokes, do you remember me taking your deposition on August the 26th, 2015 -- I'm sorry, '16 -- '15?

A. I do remember taking a deposition. I don't remember the date.

Q. Okay. In that deposition, did you tell -- under oath did you -- did you tell us that you did or did not sign the deed to yourself from East Chateau Holding?

I'm sorry. Let me rephrase that. In your deposition, did you tell us that you signed the deed going from East Chateau Holding to Angie Delores Stokes?

A. Yes.

Q. You told us that you did sign it or you didn't sign it?

A. I told the Court then I didn't know.

Q. Didn't know?

A. No. I wasn't sure or I didn't know.

Q. All right. This is your deposition Page 4. Could you start reading it right from the top? Out loud. Can you read it out loud, ma'am?

A. Oh, pardon me. Yeah. Do you remember the deed? It was not easy -- it was not an East Chateau Holding, it was a Jerry Sanders that gave me the house. Okay. What am -- what I am wondering is, is that this was done in

1 2000 -- 2006 and it -- or as good as I can see, it says
2 2006. It looks like the deed is from East Chateau Holding
3 to Angie Delores Stokes. And the deed at the bottom, could
4 you tell me, please, who signed the deed? No, sir. That
5 is not my signature. No, sir. So do -- so you did not
6 sign the deed? So if I did, it looks different. I didn't
7 say I --

8 Q. Read the -- I think you can read --

9 **MS. BURNSIDE:** Your Honor, I'd like to submit her
10 deposition in. It directly goes against what she
11 testified to earlier.

12 **MR. WALTERS:** Objection, Your Honor. That's not
13 correct. I think counsel --

14 **MS. BURNSIDE:** It is very much correct.

15 **THE COURT:** I'll take a look at it. I need you to
16 direct me to which page and line.

17 **MS. BURNSIDE:** It's on Page 4.

18 **THE COURT:** What line?

19 **MS. BURNSIDE:** Page 4 starting off on Question 4 --
20 I'm sorry, Line 4. And then, again -- again, on Line 11,
21 is that's not your signature? 12, no, sir. So twice she
22 said that is it not her signature.

23 BY MS. BURNSIDE:

24 Q. And also your attorney filed an answer to a complaint
25 that I served on him and he filed that June 24, 2016.

1 Have you seen that answer? In my complaint, I state at
2 Question 5: The deed that was executed May 20, 2011, from
3 East Chateau Holding purports to transfer real property
4 described to the above defendant, Angie Delores Stokes.
5 That deed contains the name and signature of Angie Delores
6 Stokes, as guarantor and grantee, and was recorded in
7 Lexington. His response to Question 5 was that -- I'm
8 sorry -- that he does agree. He answered that is true,
9 she did not sign that deed over.

10 Is that what that says in your answer?

11 ~~A. I did not sign that.~~

12 Q. So you did not sign the deed that goes from Angie
13 Delores Stokes to East Chateau Land Holding, LLC?

14 A. No, that is the one I signed. I did not sign the one
15 for the -- the other April you handed me.

16 Q. All right.

17 **THE COURT:** I guess I'm confused because I don't know
18 which deed you're referring to at this point because
19 initially you were asking about Exhibit Number 4, East
20 Chateau Land Holding to Angela Delores Stokes.

21 **MS. BURNSIDE:** That's the deed I'm asking about.

22 **THE COURT:** Okay. So the last question you asked was
23 from Angie Stokes over to --

24 **MS. BURNSIDE:** No, I'm asking about that deed. Did
25 she sign from Angie Delores Stokes as owner of East

1 Chateau Holding, LLC, to herself Angie Delores Stokes.

2 **THE COURT:** And that's Exhibit Number 4?

3 **THE WITNESS:** Ma'am --

4 **THE COURT:** Ma'am, hold on.

5 **THE WITNESS:** -- you're just getting me confused.

6 **MS. BURNSIDE:** Yes. Hold on. Yes, Your Honor.

7 That's Exhibit Number 4 and she was shown that exhibit in
8 her deposition and she said she did not sign it, as well
9 as her attorney answered my --

10 **MR. WALTERS:** Objection, Your Honor. She's
11 mischaracterized the evidence that's before the Court.

12 **MS. BURNSIDE:** Twice she said she didn't sign it in
13 her deposition.

14 **MR. WALTERS:** No, she answered the question, Your
15 Honor, and twice she stated that she signed the deed with
16 regards to East Chateau.

17 **THE WITNESS:** I did.

18 **MR. WALTERS:** She did not for Hillcreek Farms.

19 **THE WITNESS:** No, I didn't.

20 **MS. BURNSIDE:** Well, in her deposition on Page 4,
21 she said she did not sign it. So which is the truth?

22 **THE WITNESS:** No, I said in my deposition --

23 **MS. BURNSIDE:** You can read it --

24 **THE COURT:** Why don't you show her the exhibit and
25 ask her if she signed it? That might be an easier way

1 because there's so many deeds it's a little confusing.

2 **MS. BURNSIDE:** Right. I think my problem is, is in
3 the answer to the complaint he stated -- the attorney
4 stated that she did not sign it.

5 **MR. WALTERS:** I'm going to object, Your Honor. Is
6 there a question or --

7 **THE COURT:** Hold on. Hold on one. Second. Let's
8 ask her the question, then she can answer it and then
9 you can impeach her if it is not consistent with the
10 deposition.

11 **MS. BURNSIDE:** Right. In --

12 **THE WITNESS:** Here is what I said.

13 **MS. BURNSIDE:** Okay. Here --

14 **THE WITNESS:** ~~It looks like my signature on the~~
15 ~~deed. Is that your signature? It looks like my signature.~~
16 ~~But I do not remember signing this.~~

17 **MS. BURNSIDE:** Okay.

18 **THE WITNESS:** ~~I do not remember signing this.~~

19 **THE COURT:** And that's Exhibit Number 4 that she's
20 referring to?

21 **MS. BURNSIDE:** Yes, Your Honor.

22 ~~So four times in her deposition she said she did not~~
23 ~~remember or she did not --~~

24 **MR. WALTERS:** I'm gonna object, Your Honor. Your
25 Honor, I believe she's arguing her case before the Court.

1 She's not asking a question.

2 **MS. BURNSIDE:** No, Your Honor, I'm trying to say that
3 her story is different today.

4 **THE COURT:** All right. You just have to ask her --
5 for purposes of impeachment, you just ask the question,
6 then you can make your argument later. You'll have an
7 opportunity to recross or redirect or wherever we are at
8 this point.

9 **MS. BURNSIDE:** I have enough.

10 **THE WITNESS:** I remember that in the --

11 **THE COURT:** All right. Let's move on.

12 **THE COURT REPORTER:** Can I ask a question though
13 while -- although we're kind of confused? I don't have
14 Exhibit 7, the Champion Mortgage. Was that admitted?

15 **MS. BURNSIDE:** Yes.

16 **THE COURT:** The reverse mortgage?

17 **THE COURT REPORTER:** Yes.

18 **THE COURT:** I think it was entered over the -- I
19 think they objected to it, but it was entered.

20 **THE COURT REPORTER:** I wanted to make sure it was
21 actually in before we get too far along.

22 **THE COURT:** Thank you.

23 (Plaintiff's Exhibit Number 7, Champion Mortgage
24 documentation, was admitted into evidence.)

25 BY MS. BURNSIDE:

1 Q. Also you -- Ms. Stokes, you remember your deposition.
2 Do you live with Mr. Davis?

3 A. Ma'am?

4 **MR. WALTERS:** Your Honor, I'm gonna object. That's
5 been asked and answered.

6 **MS. BURNSIDE:** Okay. Your Honor, I'd like her to
7 read Page 13 of her deposition.

8 **MR. WALTERS:** Your Honor, relevance. It's been
9 asked and answered.

10 **THE COURT:** Hold on. Hold on a second. The
11 objection is overruled. You have to format the question
12 -- if you're going to impeach, the question should be
13 ma'am, you just testified that you did or did not live
14 with Mr. Davis; can you read such and such in the
15 deposition?

16 BY MS. BURNSIDE:

17 Q. Ms. Stokes, you testified earlier that you only
18 lived with Mr. Davis thirty nights -- thirty to
19 thirty-five nights out of the year. However, on your
20 deposition --

21 **THE COURT:** At that home.

22 **THE WITNESS:** At that home. That's what I said. He
23 does come with me when I go to East Chateau Drive, he
24 does come with me when we go to my sister's house because
25 I cook dinner just about every Thursday night.

1 BY MS. BURNSIDE:
2 Q. Okay. Let me -- you do live with Mr. Davis?
3 A. We do live together.
4 Q. Okay. And he -- and he lives with you wherever you
5 currently are living?
6 A. That's right.
7 Q. Okay. Are you -- when did you marry Mr. Davis?
8 A. ~~August the 1st,~~ 2016.
9 Q. 2016. When did you first meet Jerry Sanders? Do you
10 remember the date?
11 A. August the 6th -- August the 13th.
12 Q. Of what year?
13 A. 2005 -- '8, somewhere along there.
14 Q. And you said Mr. Sanders was gonna marry you?
15 A. Yes, we were.
16 Q. When you first met Mr. Sanders, were you already
17 married?
18 A. No. Well, I -- no, I wasn't. I got a divorce. He's
19 got the papers.
20 Q. When did you get divorced?
21 A. I don't remember the date. I was not married.
22 Q. Were you separated?
23 A. No, I was divorced.
24 Q. So you had two marriages before?
25 A. Yes.

1 Q. Okay. Did you have to go through a ceremony for
2 those marriages?

3 A. Yes, we did.

4 Q. So -- but -- but you thought that just being at
5 Lizard's Thicket and saying someone's married, you
6 thought that was being married, but you've gone through
7 ceremony before?

8 A. No. ~~First of all, I didn't really think I was~~
9 ~~married because his sister was the one that did the --~~
10 ~~whatever it is.~~

11 Q. But did you testify earlier when your attorney
12 asked you if you thought you were married that you were
13 married?

14 A. Yes, I did at first, I thought I was married, and
15 then I said Jerry, did the marriage papers ever come?
16 Because I do remember getting marriage certificates, you
17 know, in the mail.

18 Q. Did you ever go through a ceremony and get married?

19 A. I have been through ceremonies getting married.

20 Q. With Mr. Sanders?

21 A. We just filled out papers.

22 Q. So no ceremony?

23 A. No ceremony.

24 Q. ~~Did you believe you were married at Lizard's Thicket?~~

25 A. Yes, I did.

- 1 Q. Did you just testify that you really didn't believe
2 you were married because of his sister --
- 3 A. Can you feel like you are married and not married --
- 4 Q. No, ma'am.
- 5 A. -- when you don't trust somebody? Well, that's the
6 way I felt.
- 7 Q. So you didn't trust Mr. Sanders, but you wanted to
8 marry him?
- 9 A. No, I didn't trust him.
- 10 Q. But he was your husband or you thought he was?
- 11 A. Well, no, he was a good man at the time.
- 12 Q. But you didn't trust him?
- 13 A. He was going through bankruptcy and I knew that right
14 then he was telling lies and --
- 15 Q. But you wanted to be married to him?
- 16 A. Yes, I did. He was good to me.
- 17 Q. ~~So you testified earlier that Mr. Sanders did not~~
18 ~~trust you to get your own mail, yet he trusted you to get~~
19 ~~rent for him during his bankruptcy?~~
- 20 A. He didn't trust me to get my mail.
- 21 Q. But he trusted you with rent money?
- 22 A. He trusted me with rent money because when they
23 brought the money I would hand it to him.
- 24 Q. Did you ever collect rent when he wasn't there?
- 25 A. Yes, I did.

- 1 Q. And he trusted you with that rent money?
- 2 A. Yes, he did.
- 3 Q. Okay. Are you angry at Mr. Sanders?
- 4 A. No.
- 5 Q. Do you wish you were married to Mr. Sanders?
- 6 A. No. I thank the Lord I'm not.
- 7 Q. Do you have any proof that Mr. Sanders took money
- 8 from the reverse mortgage, any documentation?
- 9 A. No.
- 10 Q. Was that -- the deposit from the reverse mortgage
- 11 deposited into your bank account?
- 12 A. No.
- 13 Q. Where was it deposited?
- 14 A. In Columbia at one of Jerry's bank.
- 15 Q. Was it cashed or deposited?
- 16 A. Deposited because they wouldn't let you get any cash
- 17 out of it until it had been in the bank a certain amount
- 18 of days.
- 19 Q. Okay. But you -- okay. Who was on the bank account?
- 20 A. Jerry's name and my name.
- 21 Q. You all had a joint bank account?
- 22 A. Yes.
- 23 Q. Do you know what bank that was at?
- 24 A. BB&T I think, honey.
- 25 Q. Okay. You testified that you signed something at

1 Lizard's Thicket. Do you remember what you signed at
2 Lizard's Thicket?

3 A. The marriage license.

4 Q. Do you know what happened to that marriage license?

5 A. Jerry's got it. Jerry has my all my papers, all my
6 bank accounts, all -- he told me if I wanted them, I had
7 to go to court to get them.

8 Q. And you -- you gave him all these documents, but you
9 testified earlier that you did not trust him?

10 A. I did not give him the documents. He opened my mail.

11 Q. For how long did he open your mail?

12 A. For as long as what? A year and a half, two years.

13 Q. And why did you stay with Mr. Sanders?

14 A. Darling, I didn't stay with Mr. Sanders. I stayed
15 next door to Mr. Sanders. When we first got together, I
16 stayed with Jerry, but the day that he came in that the
17 money went in the bank and he said you're not gonna use
18 my electricity --

19 Q. Have you ever paid rent before?

20 A. I owned a house before, so I made house payments.

21 Q. Okay. Have you ever made any payments for 135 East
22 Chateau?

23 A. Have I -- no.

24 Q. So you just live at 135 East Chateau, have never
25 made any payments towards it and it should just be given

1 to you because you were gonna marry Jerry Sanders?

2 A. It was given to me.

3 Q. By what document?

4 A. Probably the one you've got in your hand.

5 Q. Your deposition?

6 A. Yeah. Whatever you've got in your hand, whatever I
7 saw there.

8 Q. So the document was given to you, you never signed
9 for it?

10 A. Darling, I went to Jerry's lawyer --

11 Q. Uh-huh.

12 A. -- and I signed the papers up there, about sixty of
13 them.

14 Q. How long did you live at 135 East Chateau?

15 A. I still live.

16 Q. When did you move in?

17 A. Oh, my word. Okay. August the 13th -- no, it was
18 -- it was supposed to be our wedding day.

19 Q. You moved in on your supposed wedding day?

20 A. Uh-huh.

21 Q. Do you know if Mr. Sanders had a mortgage on the
22 house before you moved in?

23 A. No.

24 Q. So he just owned the property?

25 A. Yes.

1 Q. Is it your testimony today that Mr. Sanders owned the
2 property before you moved in?

3 A. Yes.

4 Q. Okay.

5 MS. BURNSIDE: I have no further questions, Your
6 Honor.

7 THE COURT: Yes, sir.

8 MR. WALTERS: I have no questions, Your Honor.

9 THE COURT: All right, ma'am. You may step down. You
10 may step down, ma'am.

11 (Witness excused.)

12 THE COURT: All right. We're gonna take about
13 ten minutes and we'll come back in about ten minutes, all
14 right?

15 MS. BURNSIDE: Thank you.

16 (Recess taken.)

17 BAILIFF: All rise. Court is back in session. The
18 Honorable Judge Benjamin presiding.

19 THE COURT: All right. You may be seated.
20 Call your next witness.

21 MS. BURNSIDE: Your Honor, I'd like to call
22 Mr. Marvin Dawson, Junior.

23 (Whereupon, Marvin Dawson, Junior, was duly sworn by
24 the Clerk of Court.)

25 THE CLERK: Have a seat and state your full name for

1 the record.

2 **THE WITNESS:** Marvin H. Dawson, Junior. Known also
3 as Mickey Dawson.

4 MARVIN H. DAWSON, JR.,
5 having been duly sworn, testified as follows:

6 DIRECT EXAMINATION

7 BY MS. BURNSIDE:

8 Q. Mr. Dawson, can you, please, introduce yourself to
9 the judge? What's your name and what do you do and where
10 you work?

11 A. Mickey Dawson. I'm a forensic document examiner.
12 I am Board-certified by the American Board of Forensic
13 Document Examiners and I've been certified since about
14 1981, '82. I was employed by SLED in 1972. I completed
15 a two-year internship with the Georgia Bureau of
16 Investigation in the document laboratory, came back and
17 started SLED's document lab as chief examiner. I've
18 trained with the federal laboratories, a member of the
19 appropriate organizations and testified about 350 times,
20 and I could keep going on and on.

21 **MR. WALTERS:** Your Honor, I stipulate to his
22 qualifications as an expert.

23 **THE COURT:** All right. So he'll be qualified as a
24 forensic document -- what are you --

25 **MS. BURNSIDE:** A forensic document examiner.

1 **THE COURT:** All right.

2 **MS. BURNSIDE:** And may I approach the witness?

3 **THE WITNESS:** Yes, ma'am.

4 BY MS. BURNSIDE:

5 Q. Did you -- Mr. Dawson, are you here today to testify
6 to a reasonable degree of certainty to a handwriting
7 sample?

8 A. Yes, based upon material that's been provided to me.

9 Q. All right. Did you do a report?

10 A. Yes, I did.

11 Q. Okay. Is this your report?

12 A. Yes, it is.

13 Q. Okay.

14 **MS. BURNSIDE:** Your Honor, I'd like to move that
15 report into evidence.

16 **THE COURT:** Any objection?

17 **MR. WALTERS:** Your Honor, I believe he needs to
18 testify as to what's in the report and then we'll go
19 forward from there.

20 **THE COURT:** Lay the proper foundation.

21 **MS. BURNSIDE:** Okay.

22 **THE WITNESS:** You were asking about this report,
23 this is what I call a trial binder. It's the one I
24 prepare for my client that I usually take and testify
25 from. This report contains my report issued at the time,

1 it contains all of the exhibits I used to reach my opinion
2 and the questioned document. This particular report also
3 contains the original of the document in question.

4 BY MS. BURNSIDE:

5 Q. Okay. And what was it that you were asked to
6 examine?

7 A. I was asked by Mr. Sanders to examine a document.
8 The report will refer to the document as Q1. This is a
9 title to real estate from Angie Delores Stokes. It's a
10 Hillcreek Farms, LLC, document and it contains several
11 signatures. The signature I was asked to examine was
12 the Angie Delores Stokes. This book -- or binder also
13 contains known or specimen documents that are used to
14 compare to the questioned.

15 Q. All right. And how many different documents did you
16 use to examine her signature?

17 A. Originally -- I have twenty-four now. I had several
18 documents brought in originally and I believe I requested
19 additional documents on at least two other occasions.

20 Q. Okay. Can you go through which documents you had to
21 examine?

22 A. Yes, they're also listed in the report as -- known as
23 K documents, K1 through 19 of the report. There are four
24 others at the end. Do you want me to go through each one
25 of them?

1 Q. Yes.

2 A. Okay. All right. K1 document is an Orangeburg
3 County vehicle tax renewal dated 4-30-11. K1-2 document
4 is a MetLife Home Loans second mortgage, Page 8 of 10.
5 That's a 2011 document. My K1-3 is a MetLife Home Loans
6 fixed base mortgage dated 2011. Then I have checks drawn
7 on the account of Angie D. Stokes on First Citizens Bank;
8 Check 1152, 1153, 1185, 1208 --

9 **MR. WALTERS:** May it please the Court? Can I move
10 around and see what he's referring to?

11 **THE COURT:** Yes, sir.

12 **THE WITNESS:** 1208, 1211, 1188, 1184, 1149, 1157,
13 1156, 1075, 1074, 1068. My K1-17 is a MetLife Home
14 Loans mortgagor's certification acknowledging receipt,
15 2011. K1-18 is a South Carolina concealed weapon permit
16 application, 2009. K1-19 is a Notice of Borrower with
17 an FHA Case Number. That's a 2011 document as well.
18 That goes through K1-19. There also were several other
19 documents submitted. K1-20 is a family court document.
20 K1-21 is a Lexington -- County of Lexington verification
21 document. K1-22 is an Application for Probate. K1-23 is
22 an Order for Hearing on Formal Petition. And the last
23 one, K1-24, is a title to real estate in Orangeburg, and
24 that's dated 2003. These were submitted to me and then I
25 started conducting my examination.

1 Q. Okay. And can you, please, explain to the Court
2 exactly your procedure for going about analyzing
3 handwriting samples?

4 A. Yes. I think most of us here know that handwriting
5 is identified of one person to one person only by
6 uniquenesses of natural variations from textbook design
7 and some habits we have and the uniquenesses we have and
8 that makes that person's writing unique and unique only.

9 So, first of all, you take the questioned document
10 and examine it. You look for line quality, stops,
11 starts, problems, things you normally associate with a
12 simulation or forgery. Then you look at all the specimen
13 documents, known signatures, in this case, I believe
14 there's twenty-four of them, and you look for the common
15 authorship to make sure it's the same writing all the way
16 through, and when I did that I noticed in the specimen
17 signatures the quality of these specimens varied.
18 Sometimes the writer would have a nice line quality, very
19 smooth, letter forms were in good shape. Other times
20 they appeared very erratic. I used the term "low skilled".
21 Letter forms were compressed, very poor line quality.

22 So then you start looking for uniquenesses as
23 compared to questioned and known. In the question
24 document, as I recall, you had a pen stop between the
25 "A" and the "N", and I picked that up in a couple of

1 specimens. You had a double and triple vertical stroke
2 on "T" in "Stokes", and you pick that up on a document.
3 The writer of the specimens had a habit of discontinuing
4 -- disconnecting various letters all the way through.
5 You find the same letters disconnected. Something only a
6 document examiner I can appreciate, I guess, is the "I"
7 dot. When we're gonna "I" dot someone's signature, we
8 probably would do a little differently the "I" dot. In
9 this particular item, the "I" dot appeared in almost the
10 same place over the "I" each time, and they had lot of
11 uniquenesses.

12 The real problem was as they're connected is the
13 quality of the questioned signature. So I called
14 Mr. Sanders and asked him if the person had any medical
15 problems, looking for anything that may create a tremor
16 or a problem writing, and I was informed that the writer
17 did have a history of --

18 **MR. WALTERS:** I'm gonna object, Your Honor. Hearsay.

19 **THE COURT:** Sustained.

20 BY MS. BURNSIDE:

21 Q. Did you -- what degree of certainty did you have
22 that this -- well, first, is the signature of the deed of
23 Angie Stokes, did you find it to be her signature?

24 A. Using the unique -- some of the uniquenesses of the
25 signature and based on what I had to work with at that

1 time and information provided me to go along with this,
2 the facts I had at the moment I had to use, I did not
3 have a history of the case, but just what I had in front
4 of me, it's more likely than not it is her signature.

5 Q. Okay. Is that to a degree of certainty or just more
6 likely than not?

7 A. More likely than not is probably a close degree of
8 certainty. I'd say ninety percent.

9 Q. Ninety percent. Okay. And you used twenty-four
10 documents?

11 A. I believe it's twenty-four specimen documents, yes,
12 ma'am.

13 **MS. BURNSIDE:** Okay. Your Honor, now I'd like to
14 submit this report into evidence.

15 **THE COURT:** Any objection?

16 **MR. WALTERS:** No objection, Your Honor.

17 **THE COURT:** All right. It will be entered without
18 objection. It's your Plaintiff's Number 8; is that
19 correct?

20 **MS. BURNSIDE:** I believe so.

21 **THE COURT REPORTER:** Yes, it will be 8.

22 (Plaintiff's Exhibit Number 8, Dawson Trial Binder,
23 was marked and admitted into evidence.)

24 BY MS. BURNSIDE:

25 Q. Mr. Dawson, how long have you been a handwriting

1 expert?

2 A. About forty years.

3 Q. Okay. Have you testified in court before?

4 A. I have.

5 Q. Okay. Have you worked for SLED?

6 A. Yes.

7 Q. How many times have you testified in court?

8 A. Over 350.

9 Q. 350 times. And it is your testimony that more likely
10 than not, ninety percent, that this handwriting of Angie
11 Stokes did sign the deed to Hillcreek Farms?

12 A. More likely than not based on the material I had to
13 work with, yes, ma'am.

14 Q. Okay.

15 **MS. BURNSIDE:** I have no further questions, Your
16 Honor.

17 **THE COURT:** Okay. Yes, sir.

18 **MR. WALTERS:** May it please the Court, Your Honor,
19 Counsel?

20 CROSS-EXAMINATION

21 BY MR. WALTERS:

22 Q. Mr. Dawson, you stated that Jerry Sanders paid you;
23 is that correct?

24 A. That is correct. I did not state that, but that is
25 correct.

1 Q. Okay. And is Jerry here today?

2 A. That was three years ago. I -- honestly, I wouldn't
3 recognize him, quite frankly.

4 Q. Okay. But did you see Jerry Sanders in the courthouse
5 today? Did you see him downstairs?

6 A. I have not been introduced. I have not met him, no.

7 Q. All right. And how much money did Jerry Sanders pay
8 you? You have your file. Do you have a bill?

9 A. I don't.

10 Q. Excuse me?

11 A. I don't have the exact amount. I would say probably
12 about 1,100 total because I did a lot of work for him in
13 this case.

14 Q. So you don't have a bill with you, but you've got
15 your report?

16 A. That's correct. I'm not an attorney, sir. I don't
17 carry bills around.

18 Q. Excuse me?

19 A. I'm not a lawyer. I don't carry money -- bills
20 around like that.

21 Q. Okay. I understand. But Mr. Sanders paid you this
22 money; is that correct?

23 A. That's correct, sir.

24 Q. All right. And when he initially retained your
25 services, what were you retained to do?

1 A. Address a signature; was it genuine or non-genuine.

2 Q. Okay. In this particular case, you said several of
3 the specimens varied; is that correct?

4 A. That is correct, sir.

5 Q. All right. And isn't it true -- and you've testified
6 it in a case for me, haven't you?

7 A. I have, sir.

8 Q. All right. Isn't it true that when we get older, we
9 write more sloppy?

10 A. Well, that is true; however, we still keep the letter
11 forms. I mean, you can be -- you keep the same letter
12 forms. Pictorially it may degrade to a certain extent,
13 but we always keep the same way we make the letter forms
14 and the disconnects and the height ratios and all.

15 Q. All right. And could the quality of the signature
16 itself vary with age?

17 A. It could. It depends on the writer, it depends on
18 the motor mechanism or ability of the writer, whatever
19 external influences you have, yes, sir.

20 Q. Let me ask you a simple question. In your years of
21 testifying and all the experience that you have, have you
22 ever been wrong?

23 A. In my opinion, no.

24 Q. Okay.

25 A. But I'm sure everyone's got another opinion.

1 Q. I agree.

2 **MR. WALTERS:** I have no further questions.

3 **MS. BURNSIDE:** Just one follow-up question, Your
4 Honor.

5 REDIRECT EXAMINATION

6 BY MS. BURNSIDE:

7 Q. You getting -- Mr. Dawson, you receiving payment,
8 does that influence your ability to determine if the
9 signature is genuine or not?

10 A. No, I'm not a hired gun. I go about the facts of
11 the case and report the facts. That's all I look at.

12 Q. So you wouldn't put your integrity on the line for
13 \$1,100?

14 A. I would not throw forty years of work away for \$1,100.
15 You're exactly correct.

16 Q. All right. Thank you.

17 **MS. BURNSIDE:** No further questions, Your Honor.

18 **MR. WALTERS:** Just one other question, Your Honor.

19 RECROSS EXAMINATION

20 BY MR. WALTERS:

21 Q. Is handwriting an exact science?

22 A. It's a combination of art and science. That's a
23 very bold question to ask and I certainly appreciate it,
24 but it's a combination of both and I think that's been
25 argued many times, sir.

1 Q. Just answer the question.

2 A. It's a combination of art and science, sir.

3 Q. All right. Thank you.

4 **MR. WALTERS:** I have no further questions, Your
5 Honor.

6 **THE COURT:** All right, sir. You may step down.
7 Any objection to this witness being excused?

8 **MR. WALTERS:** No, ma'am, Your Honor.

9 **MS. BURNSIDE:** No, Your Honor.

10 **THE COURT:** All right. You're free to leave.

11 **THE WITNESS:** Thank you, Your Honor.

12 (Witness excused.)

13 **MS. BURNSIDE:** Your Honor, he's checking outside for
14 my last witness.

15 **THE COURT:** Okay.

16 (Pause in proceedings.)

17 **THE COURT:** Are you ready?

18 **MS. BURNSIDE:** He's calling him.

19 **THE COURT:** Okay.

20 **MS. BURNSIDE:** Your Honor, I'm sorry. He could be
21 here earlier today. He was supposed to be here by 3:00,
22 but he's not here.

23 **THE COURT:** All right. So you're resting?

24 **MS. BURNSIDE:** Could I have ten minutes?

25 **MR. WALTERS:** Sure.

1 **MS. BURNSIDE:** We can take a ten-minute break?

2 **THE COURT:** Yes, we'll take about ten minutes to see
3 if you can locate your witness.

4 **MS. BURNSIDE:** Thank you, Your Honor.

5 **THE COURT:** All right. We'll take ten minutes.

6 (Recess taken.)

7 **BAILIFF:** All rise. Court's back in session.

8 **THE COURT:** Yes.

9 **MS. BURNSIDE:** Your Honor, he's not going to be able
10 to make it.

11 **THE COURT:** Okay.

12 **MS. BURNSIDE:** So the Plaintiff rests.

13 **THE COURT:** All right. I'll go be glad to entertain
14 any motions. Any motions from the Plaintiff?

15 **MS. BURNSIDE:** Yes, Your Honor. I'd like to move for
16 a directed verdict.

17 **THE COURT:** Yes, ma'am.

18 **MS. BURNSIDE:** Okay. Based on the fact that she has
19 testified in her deposition -- I'm sorry, that Ms. Stokes
20 has testified in her deposition, the answer that they gave
21 to my second amended complaint that she did not transfer
22 title to herself, from Angie Stokes to East Chateau -- I'm
23 sorry, from East Chateau Holding to Angie Stokes. She has
24 testified -- and in her answer she did not transfer her
25 title, only today did she change her testimony that she

1 did transfer it to herself, I'd ask that the Court direct
2 verdict for the title to be -- quiet title into East
3 Chateau Land Holding, LLC. In the alternative, we've
4 also presented evidence that if she did have title, she
5 has transferred that title to Hillcreek Farms, LLC, which
6 we do have an expert witness that testified that was her
7 signature transferring it to Hillcreek Farms. I think
8 there's been a lot of evidence presented on our side and
9 they have not -- that has all been allowed into evidence
10 and the deed itself -- the land itself should go back to
11 East Chateau Land Holding, LLC, because it was never
12 properly transferred.

13 **THE COURT:** All right.

14 **MS. BURNSIDE:** Thank you.

15 **THE COURT:** Yes, ma'am.

16 Yes, sir, any response?

17 **MR. WALTERS:** May it please the Court? Your Honor,
18 I believe that the testimony has been that under the
19 circumstances and submitted Page 4 of her deposition,
20 lines 13 through 25, where there was confusion with
21 regards to the documentation, but there's been testimony
22 from the client that she signed the deed with regards to
23 the property being transferred to her from East Chateau
24 into her name individually. She has stated that with
25 regards to the deed to Hillcreek Farms she stated that

1 she did not sign that deed, so I believe there's an
2 issue that's in controversy here with regards to that
3 particular matter.

4 And, Your Honor, I have a motion after this with
5 regards to the deeds also, but I think under the
6 circumstances there's testimony that my client has refuted
7 that the deeds were transferred properly and that ties
8 into the second motion I'd make under 26-1-90, the powers
9 of the notary, we have submitted documentation before the
10 Court where it shows that his mother -- Mr. Sander's
11 mother testified today owned one hundred percent of
12 Hillcreek Farms -- she owned one hundred percent of
13 Hillcreek Farms and under the circumstances under
14 26-1-90(C)(4) she could not serve as a notary public with
15 regards to that particular transfer because she held an
16 interest in Hillcreek Farms. And, of course, you have
17 the testimony of my client.

18 We'd move that that deed be stricken from the records
19 with regards to Hillcreek Farms and be stricken from the
20 records with the recorder of deeds here in Lexington
21 County. Under the circumstances, a notary should not
22 serve in that capacity where they have an interest in
23 receiving this particular piece of property. When the
24 witness was asked under oath do you have any documentation
25 that shows that you do not own the interest in the

1 property -- in Hillcreek Farms, there was no record --
2 no corporate records, no resolutions, nothing of that
3 nature that's been presented before the Court to refute
4 what her own son signed and declared under oath to the
5 bankruptcy court, so that deed in and of itself would
6 fail under 26-1-90 and should be stricken from the
7 record.

8 And as far as the deed with regards to East Chateau
9 Land Holding transferred to Angie Delores Stokes, her
10 testimony is clear, I signed that deed. She had to sign
11 that deed in order to be able to receive the reverse
12 mortgage. What she denies is, is that after receiving
13 the reverse mortgage that she transferred that property
14 under -- under the circumstances that they allege and,
15 of course, I've already stated that the notary in that
16 particular case is disqualified under 26-1-90(C)(4) from
17 serving in that capacity because she owned Hillcreek
18 Farms one hundred percent.

19 **THE COURT:** Yes ma'am.

20 **MS. BURNSIDE:** I believe, Your Honor, in his own
21 answer he said she did not sign it from Angie Stokes --
22 I'm sorry, from East Chateau, an agent, to Angie Stokes
23 in his own answer to my amended complaint. Also, Your
24 Honor, my -- Ms. Sanders did not testify that she owned
25 Hillcreek Farms. She testified that she did not. The

1 records he submitted said that she was an owner in 2007,
2 which I'm not sure, but the transfer of the property did
3 not happen until 2008; therefore, there's no evidence
4 submitted that she did own the property in 2008, so that
5 motion should definitely be denied.

6 **THE COURT:** Did she -- is there any -- I mean, I
7 guess what I'm -- it's an LLC. Does she have any
8 documentation -- or there's no documentation presented
9 at all as to who owned it and when?

10 **MS. BURNSIDE:** The LLC -- actually for East Chateau
11 Holding, LLC, it's my position that she never owned it
12 and was never an agent and never could have transferred
13 property to herself to begin with because there's no
14 documentation of that. There's also -- the only
15 documentation I have is that Jerry Sanders is a member
16 and an agent of East Chateau, LLC, and of Hillcreek Farms,
17 LLC, but they did not present any evidence that Mr. --
18 Ms. Sanders was an owner of Hillcreek Farms, LLC, in 2008
19 when the property was transferred.

20 **MR. WALTERS:** Your Honor, I would briefly state this.
21 This case is governed by the Hoogenboom case. They cannot
22 point to a defect with regards to any actions on the part
23 of the Defendant. The Hoogenboom case requires that they
24 prove superiority of title simply by the paperwork that
25 they have before this Court. They cannot rely on a

1 defect -- of any defect with regards to the Defendant,
2 and certainly we'd be glad to provide you with that
3 information.

4 **THE COURT:** What's the case number for the -- the
5 cite for that?

6 **MR. WALTERS:** Yes, ma'am. Just one moment.

7 **MS. BURNSIDE:** And, Your Honor, I do believe the
8 Plaintiff has shown superiority of title with the
9 Hoogenboom case because we -- we submitted a deed that
10 was not objected to that shows it going from Jerry Sanders
11 to East Chateau Holding, LLC. That is the correct deed
12 and we submitted that into evidence and that should be
13 who title is granted.

14 **THE COURT:** All right. I guess what I'm confused
15 about is I don't know who owns the LLC.

16 **MS. BURNSIDE:** We're asking that it just goes to
17 East Chateau, LLC, Holding -- I'm sorry, East Chateau
18 Holding, LLC.

19 **THE COURT:** But you're saying that she is not a
20 member of East Chateau, LLC, but I -- you haven't
21 provided any documentation to say who is.

22 **MS. BURNSIDE:** I did in my motion.

23 **THE COURT:** Do you have the -- do you have the
24 corporation papers for the --

25 **MS. BURNSIDE:** Yes, Your Honor. I submitted that

1 with my summary judgment motion this morning. I'm sorry.

2 **THE COURT:** But this is 2016.

3 **MS. BURNSIDE:** Oh.

4 **MR. WALTERS:** Your Honor, the paperwork submitted
5 with the summary judgment motion was for the last
6 two years. This event occurred in 2007 where she was
7 declared to have owned one hundred percent of Hillcreek
8 Farms.

9 And the case I'm referring to is Hoogenboom versus
10 the City of Beaufort and the cite for it is 315 S.C. 306,
11 318. And what it simply says is, is that in that
12 particular case the plaintiff tried to pick out a defect
13 with regards to the City and what the Court said, and
14 this argument was without merit, in an action to quiet
15 title the plaintiff must recover on the strength of his
16 own title, not on the alleged weakness of the defendant's
17 title.

18 **THE COURT:** All right. I'll take a look at that.

19 And I'll correct myself. This is -- I have the 2000
20 -- this says it was filed 2008, January 10, 2008. This
21 is just a certified copy filed in 2016.

22 **MS. BURNSIDE:** Right. And if even if the defense can
23 show that Ms. Stokes took title, our position is that she
24 transferred it to Hillcreek Farms; however, according to
25 the case law we'd still have to show a deed prior to

1 either one of the two deeds that it was going from Albert
2 Sanders to East Chateau Holding, and it's our position
3 that it doesn't matter who owns East Chateau Holding, we
4 just want it to be quiet titled into East Chateau Holding,
5 LLC's name because that's the proper person who owns the
6 property. If both of these deeds are valid, they would
7 own it.

8 **THE COURT:** I thought your argument was that she was
9 not a member of East Chateau?

10 **MS. BURNSIDE:** That is, Your Honor, but I'm asking
11 to quiet title in the name of East Chateau Holding, LLC.

12 **THE COURT:** All right.

13 **MS. BURNSIDE:** So it doesn't matter to us if she's
14 a member or an owner or not. We believe that the land
15 should be in East Chateau Holding, LLC's name; that that
16 is the proper party who owns it, that corporation.

17 **MR. WALTERS:** And, Your Honor, I'll go further.
18 There was testimony with regards to Palmetto Carolina
19 Funding, that particular mortgage.

20 **MS. BURNSIDE:** That was never mentioned.

21 **MR. WALTERS:** I believe that was the questions that
22 were asked of Ms. Stokes in this particular case.

23 **MS. BURNSIDE:** No.

24 **THE COURT:** I don't -- the court reporter will know.

25 **MR. WALTERS:** All right. Well, Your Honor, the

1 bottom line is, is that in this particular case we've
2 talked about the mortgages on the property and in this
3 particular case the notary did not have authority to
4 notarize these documents.

5 **MS. BURNSIDE:** We don't have proof of that.

6 **MR. WALTERS:** There's -- there's no proof that she
7 did not own Hillcreek Farms. That is what's attested to
8 in the bankruptcy court.

9 **MS. BURNSIDE:** There's no proof that she does own it
10 in 2008.

11 **THE COURT:** All right. I'm going to -- I believe
12 there's an issue of fact, so I'm going to deny the motion
13 for directed verdict and also the motion for summary
14 judgment. There's definitely an issue of fact for the
15 Court to consider.

16 **MS. BURNSIDE:** I'm sorry. I do have that she doesn't
17 own Hillcreek Farms. That's their Articles.

18 **MR. WALTERS:** Your Honor, we've never seen that
19 document.

20 **MS. BURNSIDE:** It's public record, Your Honor. If
21 that was what their testimony relied on, he probably
22 should have -- sorry.

23 **THE COURT:** So this is 2006?

24 **MS. BURNSIDE:** Correct, Your Honor. So at the time
25 when the notary was there, she was not an owner. That's

1 proof right there.

2 **THE COURT:** That was -- well, this was from 2006.

3 **MS. BURNSIDE:** Yes.

4 **THE COURT:** Is this the most up to date?

5 **MS. BURNSIDE:** I believe it's a filed date that --
6 when I clocked it in, when they gave me a certified true
7 copy at the bottom.

8 **THE COURT:** 2000 -- it was filed in 2006.

9 **MS. BURNSIDE:** But that's the most current copy
10 because they gave it to me in 2016.

11 **THE COURT:** '13.

12 **MS. BURNSIDE:** '13. Which covers the time that he
13 supposes that her -- her notary was not guaranteed.

14 **MR. WALTERS:** May it please the Court? The
15 incorporator is Jerry Sanders and he testified under
16 oath and signed a bankruptcy petition that said his
17 mother owned a hundred percent of it right after that
18 was filed.

19 **MS. BURNSIDE:** And we -- we don't have -- I can
20 still stipulate to that because there's other evidence
21 as well.

22 **MR. WALTERS:** The documents are --

23 **THE COURT:** Hold on. Hold on.

24 **MS. BURNSIDE:** Okay.

25 **THE COURT:** We can't talk over each other. The court

1 reporter cannot get an accurate record.

2 Yes, sir. And then I'll give you an opportunity to
3 respond.

4 **MR. WALTERS:** The documents -- the documents are
5 self-authenticating. We got them from the bankruptcy
6 court. That may have occurred in 2006, but in 2007
7 there's a declaration that she owns a hundred percent of
8 that property and there's no corporate records that's
9 been submitted that says she does not own that property.

10 **MS. BURNSIDE:** That corporate record is good from
11 2006 to 2013.

12 **THE COURT:** But it's not in evidence. It's not in
13 evidence. I mean, I looked at it, but I don't know if
14 I can really consider it. It's not been entered into
15 evidence.

16 **MR. WALTERS:** It never was put in evidence.

17 **MS. BURNSIDE:** There's also no evidence that she did
18 own the property and she did not --

19 **THE COURT:** Well, he's saying that the bankruptcy
20 documents that were filed by the -- Mr. Sanders is in the
21 record, so I'll have to consider that, but that is the
22 bankruptcy -- and I don't think it was objected to. The
23 Defendant's 1 is in the record.

24 **MS. BURNSIDE:** Yes, Your Honor, from 2007, but this
25 property wasn't transferred until 2008. So there's no

1 proof in 2008 who owned Hillcreek Farms except for my
2 certificate, and that was actually provided in discovery.

3 **THE COURT:** I know, but it's not in evidence for the
4 Court to consider it to make a ruling upon.

5 **MS. BURNSIDE:** I understand. I understand, ma'am.

6 **THE COURT:** All right. I will -- I'm going to deny
7 the motion for directed verdict, deny the motion for
8 summary judgment and I'll revisit -- after the Defendant
9 puts up a case, if the Defendant puts up a case, the
10 motion regarding 26-1-90(C)(4).

11 All right.

12 **MR. WALTERS:** May it please the Court?

13 Your Honor, at this time I would call Mr. Kirby, the
14 expert in my case. Attorney Richard Bentz Kirby. I'm
15 sorry.

16 **THE WITNESS:** If I could have a moment, Your Honor,
17 to get myself organized.

18 **THE COURT:** Yes, sir.

19 (Whereupon, Richard Bentz Kirby was duly sworn by
20 the Clerk of Court.)

21 **THE CLERK:** Have a seat and state your full name for
22 the record.

23 **THE WITNESS:** My full name is Richard Bentz Kirby.

24 **THE COURT:** All right. Yes, sir.

25 RICHARD BENTZ KIRBY,

1 having been duly sworn, testified as follows:

2 DIRECT EXAMINATION

3 BY MR. WALTERS:

4 Q. Attorney Kirby, when did you begin practicing law?

5 A. 1982.

6 Q. 1982?

7 A. Yes.

8 Q. All right. And today I've called you as an expert
9 with regards to real estate, bankruptcy and, of course,
10 in this particular case, quiet title. Would you tell the
11 Court some of your credentials, your experiences.

12 A. My pen ran out of ink, so I had to put sort of a
13 fraudulent note here. But in 1982, I was admitted. I
14 clerked for Judge Chapman on the Fourth Circuit Court of
15 Appeals and was admitted in South Carolina, the South
16 Carolina District Court of the Fourth Circuit. From 1983
17 to 1994, I practiced law at Turner, Padget, Graham and
18 Laney, was a partner there. Beginning in 1983 when I
19 first actually practiced law, since that time to today's
20 date, I still handle real estate, both commercial and
21 residential. I worked in bankruptcy at one time. I was
22 certified as a specialist in bankruptcy. When I left
23 Turner, Padget, Graham and Laney and I had to pay for the
24 specialization fee on my own, I opted to let that go. I
25 also have a practice in debtor and creditor law. I've

1 been an adjunct professor at the USC School of Law, I was
2 chairman of the South Carolina Bar CLE Committee for a
3 number of years and during that time period not only did I
4 help put together seminars, but I actually wrote materials
5 and gave lectures on that -- on all of those matters of
6 real estate, bankruptcy and creditor and debtor law. In
7 1995, I went out on my own until 1999, then I was with
8 Reed Smith until 2002. From 2002 to 2012 I practiced law
9 with you. In 2012, I had a sudden cardiac arrest and
10 other than some small matters here and there I've not been
11 actively practicing law, but I'm still certified and still
12 have insurance.

13 Q. Have you ever quieted titles to property?

14 A. Yes.

15 **MR. WALTERS:** Your Honor, I present Mr. Kirby as an
16 expert within the areas of real estate transactions,
17 quiet title and bankruptcy.

18 **THE COURT:** Any voir dire from the Plaintiff?

19 **MS. BURNSIDE:** No, Your Honor.

20 **THE COURT:** Any objection?

21 **MS. BURNSIDE:** No, Your Honor.

22 **THE COURT:** All right. Mr. Kirby will be entered as
23 an expert in the area of -- one more time.

24 **MR. WALTERS:** As an expert in regards to real estate
25 transactions and bankruptcy transactions and specifically

1 with regards to quiet title.

2 **THE COURT:** All right, sir.

3 BY MR. WALTERS:

4 Q. Mr. Kirby, you've had a chance to review this file.
5 The Plaintiffs in this case --

6 A. Well, in answer to your question, I have reviewed
7 records of the -- I had reviewed two abstracts; one by
8 their person who did not testify, by someone that I had do
9 an abstract, I've reviewed the records of Lexington County
10 and I've reviewed the bankruptcy court records. I have
11 seen the -- maybe the motion or memorandum you did with
12 regard to summary judgment, but I have not seen any of the
13 pleadings, complaint, answer or anything like that.

14 Q. In this particular case, the Plaintiffs are asking for
15 quiet title. Can they achieve quiet title?

16 A. In my opinion, they cannot, and for two reasons. The
17 first-most, you just argued that, and that is that the --
18 and I think that -- assuming we go on through with this,
19 then I'll be able to provide some solid evidence that this
20 is -- that Ms. Joan Sanders owned Hillcreek Farms and so,
21 therefore, the deed is annuled. And according to the case
22 law and the statutes of South Carolina, the only case that
23 deals with it directly, the master struck the deed and the
24 courts affirmed that.

25 There's also problems with regard to -- in my opinion

1 with regard to East Chateau Drive Land Holding, LLC -- oh,
2 I'm sorry, one other reason. The -- yeah, in bankruptcy,
3 and we have those records, that in the documents filed by
4 Mr. Sanders he said that Joan Sanders owned Hillcreek one
5 hundred percent. He also stated that he owned East
6 Chateau Drive Land Holding. At that time East Chateau had
7 a mortgage out to -- who was that out to? I'm sorry.
8 Palmetto Carolina Funding, LLC. That mortgage, Palmetto
9 Carolina Funding, LLC, has not been satisfied, there's a
10 lien on the title and they're not a party to this action.
11 But in the --

12 Q. Let me stop you there.

13 A. Okay.

14 Q. So there's an outstanding mortgage on this property?

15 A. Correct.

16 Q. And have they been named as a defendant in this
17 action?

18 A. No, but there are actually three outstanding mortgages
19 on the property.

20 Q. And have any of those three outstanding mortgages
21 been named as defendants in this case?

22 A. No, but from what you've told me, you've dealt with
23 the Champion, which is the second mortgage.

24 Q. All right. So take Champion out of the deal. Are
25 all the defendants that should be before this Court before

1 this Court?

2 A. No, MetLife and Palmetto Carolina Funding.

3 Q. All right. Let's go through each one of the
4 mortgages. What's the first one?

5 A. Well, actually it would be helpful if I could deviate
6 a little bit.

7 Q. Go ahead.

8 A. To fully understand this, it's sort of complicated,
9 some of this stuff that I've got before me is already in
10 evidence, it's allowed to be submitted into evidence if
11 you do that properly, but some of it I've relied on as
12 an expert witness. The first thing is the mortgage of
13 record to Palmetto Carolina Funding, LLC. It was placed
14 on record on October 4, 2007, in the amount of \$150,000,
15 the mortgage from Albert Sanders to Palmetto Carolina
16 Funding. The only information I have is from the
17 Secretary of State, I do not have the records, but it was
18 organized on April 29, 2005, and Albert Sanders remains
19 the registered agent to this date.

20 Q. Jerry Sanders?

21 A. I don't know. Albert -- Albert J. Sanders, Junior.

22 Q. All right.

23 A. Then the next entity that's involved is the Palmetto
24 -- oh, I'm sorry. It's Hillcreek Farms, Inc. It was
25 filed -- and I think that's been discussed, I don't have

1 copies of the filings, but the Secretary of State's office
2 says it was filed on January 18, 2006. The registered
3 agent is still Albert Sanders. And then the last is East
4 Chateau Drive, or D-R Land Holding, LLC. It was filed on
5 January 10, 2008. It's registered agent is I-D-I-L-L
6 Creek Farm, I guess that's Idill Creek Farm, LLC. From my
7 search of the Secretary of State's office under different
8 names and everything, I was not able to locate an Idill
9 Creek Farm. Idill Creek Farm, LLC, is not -- and I don't
10 know if it is or not, if it's not a real LLC. Then East
11 Chateau is not in compliance with the law because it does
12 not have a registered agent.

13 Q. All right. But --

14 A. I don't know if that --

15 Q. Yes, sir. Continue.

16 A. Okay. From there I would go to the -- the first is
17 the deed that came to Mr. Sanders was from Dora Younst and
18 George Bradley. It's at Deed Book 12368, Page 332, signed
19 on September 20, 2007, recorded October 1, 2007. The
20 consideration was \$87,500 and deed stamps of 227.50 were
21 paid and it was recorded. That -- and I just discussed
22 also on there was a mortgage from Albert Sanders to
23 Palmetto Carolina Funding, LLC, who I just described he's
24 the registered agent for that company, it was at Mortgage
25 Book 1284, Page 219. The amount of mortgage was \$150,000,

1 signed on September 25, 2007, recorded on October 4, 2007,
2 and both -- the records that I've searched at Lexington
3 County show that mortgage is still in effect and the
4 records -- the records that I saw from Columbia Title
5 Abstracting did not show one way or another where that's
6 in effect, but the title abstract I received does show
7 that as one of the three liens on the property.

8 Q. All right. Is that -- is that a party that should be
9 a party to this action?

10 A. Well, in my opinion you can't quiet a title without
11 having everybody that is a party to the -- the contract.
12 In other words, if you try to quiet the title, then that
13 mortgage still that's existing is not resolved. I know
14 that it's a slightly different issue with regard to
15 Champion because there's a -- the way that that mortgage
16 is actually structured, but --

17 Q. Have you ever quieted title to property without
18 naming all of the defendants?

19 A. No, you can't do that in my opinion.

20 Q. What else did your research reveal?

21 A. Well, and this is -- I think some of the issues that
22 I've seen you discussing and the Court discussing earlier,
23 we can get to those, because I don't think you can
24 understand the situation without understanding the
25 bankruptcy situation. Albert J. Sanders, Junior, filed

1 bankruptcy with the -- Chapter 11 with the Columbia
2 District of South Carolina Bankruptcy Court, Case Number
3 09-9094, Chapter 11. He filed on December 4, 2009. I
4 have a copy of that petition with me. At that time -- or
5 several days after that, on 12-18-09, he filed certain
6 schedules. I do not have copies of all of the schedules,
7 but I think I have A, B, D, E, F and a statement of
8 financial affairs. And in this property -- he does not
9 list that he owns East Chateau or Hillcreek. He does not
10 list this property as real estate that's owned by any of
11 those entities.

12 Q. Well, let me ask you a question. If someone fails to
13 reveal the entire state of their assets that they have to
14 the bankruptcy court, what does that amount to?

15 A. Well, if you fail to disclose all of your creditors
16 and all of your assets, that is bankruptcy fraud, and as
17 a past bankruptcy lawyer that's one reason you're very
18 particular about dealing with your clients about what
19 they have because it is fraud. I mean, in my opinion his
20 schedules are incorrect and could be considered fraud, but
21 later there were other schedules filed which I think show
22 that he did not fully disclose even though he had an
23 opportunity to.

24 Q. Would you continue through the rest of the schedules?

25 A. Okay. Well, this first document I have is the

1 amended schedules. As I said, it's not all of them. It's
2 schedules A, B, D, E and a statement of financial affairs.
3 A, you're supposed to list your real estate; B, you're
4 supposed to list personal property; D, you list secured
5 creditors; E is unsecured. Also, in F -- well, actually
6 E is priority unsecured; F, is unsecured, and in the
7 statement of financial affairs you're supposed to list all
8 of these, but there's nothing -- and I've got that with
9 me, but there's nothing in there about any of that.

10 **MR. WALTERS:** Your Honor, I want to enter into
11 evidence the documents that we've covered.

12 BY MR. WALTERS:

13 Q. Do you have the information on Palmetto Carolina
14 Funding and --

15 A. Well, all I have is this, what I've -- I don't have
16 a document like this that came out of the court. I just
17 have the -- what's at the Secretary of State's office.

18 **MR. WALTERS:** All right. Let me have that. I want
19 to enter that into evidence when we mark all these.

20 **THE COURT:** And just so --

21 **MS. BURNSIDE:** Have I seen those?

22 **THE COURT:** Yeah, let them see them and then for
23 purposes of the record, let's make sure we're clear as
24 to which documents -- so state what it is and what the
25 exhibit number is.

1 **MR. WALTERS:** Yes, ma'am.

2 **MS. BURNSIDE:** All right. Do you have a copy for me?

3 **THE WITNESS:** Yes.

4 **MR. WALTERS:** Yes, I can give you a packet.

5 **THE WITNESS:** There's one document that I omitted.

6 Just for the record, I have a copy for the Court, too,
7 if you'd like me to hand it up. This is the entire
8 packet, but there's one document that was admitted into
9 evidence --

10 **MS. BURNSIDE:** Is this the same copy you mailed to
11 me?

12 **MR. WALTERS:** Yes. The only thing I think -- most
13 of it's for the summary judgment motion, which you
14 received the bankruptcy forms, and then the title search
15 you sent me is the same as the title search that I sent
16 you, which I think are the same documents that the Court
17 has except --

18 **THE COURT:** All right. Are you gonna go -- are you
19 gonna mark those together?

20 **MR. WALTERS:** Yes, ma'am. They've had a chance to
21 review them. To make sure the record is clear, the first
22 document is the title to real estate and this is a
23 conveyance between Dora Younst and George L. Bradley and
24 they're conveying property for 87,500 to Albert Jerry
25 Sanders.

1 **THE COURT:** Are you marking exhibits separately or
2 are you gonna mark them as one packet?

3 **MR. WALTERS:** I can mark them as one packet and
4 I'll read off what they are so that we'll have one packet
5 together.

6 **THE COURT:** Well, you won't have to read them --
7 Madam Court Reporter, he won't need to read them off if he
8 marks them as one packet, right?

9 **THE COURT REPORTER:** No.

10 **THE COURT:** Yeah, just if you did them individually,
11 she just would need a list.

12 **MR. WALTERS:** All right. Well, I've put the packet
13 together, Your Honor. Title to real estate and also the
14 mortgage from Palmetto Carolina Funding and --

15 **THE WITNESS:** I've got another --

16 **MR. WALTERS:** The business entity is online.

17 **THE WITNESS:** This is the package that I brought for
18 you to submit that --

19 **MR. WALTERS:** All right.

20 **THE WITNESS:** Just to make sure it's clear, in that
21 package I omitted one document, which is the deed Sanders
22 to East Chateau, and I assume that that's already in the
23 records since you-all have been arguing about it, but I
24 don't know what the exhibit number is.

25 **MR. PRIDE:** Exhibit 3.

1 **MR. WALTERS:** It will be Plaintiff's Exhibit 3.

2 **THE WITNESS:** I guess they've already submitted it,
3 but there was no consideration given for that and it was
4 recorded on August 19, 2008, prior to the filing of the
5 bankruptcy.

6 **THE COURT:** So that's Defendant's 2; is that correct?

7 **THE COURT REPORTER:** That's right.

8 **MR. PRIDE:** Exhibit 4. Plaintiff's Exhibit 4.

9 **THE COURT REPORTER:** No.

10 **THE COURT:** Hold on a second. You-all are confusing
11 the court reporter. The packet that he's trying to enter
12 into evidence -- that you're gonna enter is going to be
13 Defendant's 2; is that correct?

14 **THE COURT REPORTER:** That's what I have.

15 **THE COURT:** All right. Any objection to the document
16 that he's trying to enter as 2, the packet that he just
17 gave counsel a copy of?

18 **MS. BURNSIDE:** No, Your Honor.

19 **THE COURT:** All right. Defendant's 2, which is the
20 packet, will be entered without objection.

21 (Defendant's Exhibit Number 2, a bankruptcy packet,
22 was marked and enter into evidence.)

23 **THE WITNESS:** Where the confusion came is because I
24 don't know the exhibit number and it's a Plaintiff's
25 exhibit, but I omitted the deed from Sanders to East

1 Chateau and I understand it is part of the record.

2 **MR. PRIDE:** And that would be Exhibit 4.

3 **THE WITNESS:** Plaintiff's Exhibit 4.

4 **MR. PRIDE:** And that's the August 8th document.

5 **THE COURT:** Exhibit 4 is East Chateau Land Holding
6 to Angie Delores Stokes.

7 **THE WITNESS:** No, I'm talking about Sanders to East
8 Chateau.

9 **THE COURT:** That's not Plaintiff's 4, but I don't
10 know which one it is though.

11 **MS. BURNSIDE:** I think it's Plaintiff's 2.

12 **THE COURT:** No, 2 is Angie Stokes to Hillcreek Farms,
13 right?

14 **MR. WALTERS:** Was it Plaintiff's 1?

15 **MS. BURNSIDE:** The notary is 1. It must have been 3.

16 **THE COURT:** The deed from Albert Sanders, notarized
17 on -- filed 2008.

18 **MR. WALTERS:** Marked Exhibit Number 3.

19 **THE COURT:** All right. Listen, I guess it -- all
20 right. For purposes of the record, Defendant's Exhibit
21 Number 2 are the documents that the expert has testified
22 to with the exception of what has already been marked as
23 Plaintiff's Exhibit Number 3.

24 **MR. WALTERS:** Yes, ma'am. That's correct.

25 **THE COURT:** All right. So we'll have a clear record.

1 **MR. WALTERS:** Yes, ma'am.

2 **THE COURT:** All right. Is that correct?

3 **THE WITNESS:** Correct.

4 **THE COURT:** All right.

5 BY MR. WALTERS:

6 Q. All right. Mr. Kirby, you were continuing through
7 the information that you received from the bankruptcy
8 court.

9 A. Yes, and I think some of that is irrelevant, but what
10 happened in the bankruptcy court, and this is all in the
11 package, it's in order, the only thing that was missing
12 as we talked about was Exhibit 3, but after the petition
13 comes the motion of the United States trustee to convert
14 the case to Chapter 7, a memorandum and support, and in
15 this, the reason that is this important, is because it
16 says that the trustee had told the debtor, Mr. Sanders, to
17 amend his schedules before the first meeting of creditors
18 and he failed to do that. It said also that they had done
19 a search and it showed that the bankruptcy records did not
20 include all of the property that he had or had an interest
21 in and did not include all of the litigation that was
22 involved and so they -- the United States trustee took the
23 position that the case was not properly -- was not being
24 properly handled and it should be converted to Chapter 7
25 and liquidation, and there's a number of things that are

1 listed on there.

2 As a result of that, or in response to that, on
3 April 5, 2010, Mr. Sanders tried to cure all of that, he
4 had to redo his petition because he had said it was a
5 single asset case and it clearly was not a single asset
6 case. What I have in the package is the amended schedules,
7 which he filed on April 5, 2010. I think that's right.
8 Yes. And the relevant points from this are that on
9 Schedule -- let me make sure I get the right ones. I'm
10 sorry. There's a lot of information on this. Okay. On
11 Schedule B, under B-13, the next to last property listed
12 is personal property and it is one hundred percent of
13 East Chateau Drive Land Holding, LLC. The asset listed
14 is 135 East Chateau Drive. Now from my research and from
15 the -- which I did not have in the package, the plats, and
16 I don't know if you-all have gone through that, but what
17 -- from my research showed me that 135 East Chateau is
18 actually put into two lots; one of which is the one that's
19 in question here, the other was -- still one hundred
20 percent owned by Mr. Sanders, but was pledged to BB&T and
21 in the case that -- it does list BB&T for the creditor for
22 that. So the point being he did list that he was one
23 hundred percent owner, but he did not list this property
24 being owned by East Chateau, and that is a violation of
25 the bankruptcy code.

1 Now the other thing is -- which I think is relevant
2 is in the -- let me find it and I can tell you exactly
3 where it is. Okay. In the statement of financial affairs
4 -- in the statement of financial affairs there's a list
5 of questions and it's designed for the debtor to tell
6 everything that there is about their financial situation.
7 Okay. On this and what is now the package is not Page 19
8 of 25. Paragraph 10, as noted, the question is other
9 transfers. What he states in here is that he transferred
10 Hillcreek Farms, LLC, on July 24, 2007, to Joan Sanders,
11 debtor's mom, one hundred percent. Now this was prior
12 to the property being transferred to Hillside -- or
13 Hillcreek, but at the time of the bankruptcy on April 10,
14 2010, he stated that on July 24, 2007, he transferred
15 Hillcreek to Joan Sanders and she owned one hundred
16 percent and that's the -- and then the other thing that's
17 relevant --

18 **THE COURT:** Where are you referring to in the --
19 where are you referring to in that? Because I don't have
20 any tabs or anything.

21 **THE WITNESS:** Yeah, I know. I'm sorry. I was gonna
22 try to do tabs, but I didn't get to it. It's hard for me
23 to tell you just from here, but it is the -- if you go
24 from the beginning, then there's the deeds we've talked
25 about and the mortgages, and then after that there's three

1 exhibits so far that are related to the bankruptcy and
2 this is -- and I can hand you up what I'm looking at.
3 This is in your packages. This is the April 5, 2010,
4 filing. I don't remember what the pages are, but --

5 BY MR. WALTERS:

6 Q. I believe it starts on Page 19 and goes to Page 20.

7 A. Well, I told her the page numbers that those two
8 items were on from what I could recall. One is in the
9 Schedule B and the other is in the statement of financial
10 affairs. There was a lot of information in there because
11 he was obviously involved in a lot of transactions.

12 Q. Mr. Kirby, you've gone through the bankruptcy
13 transaction, so --

14 A. Actually there's a little bit more for the bankruptcy.
15 I'm sorry.

16 Q. Okay. Continue.

17 A. Okay. So he filed these on April 5, 2010, to try to
18 avoid the case being converted to a Chapter 7, and on
19 April 29, 2010, it was converted -- the case was converted
20 to a Chapter 7. Mr. Sanders then on September 9, 2010,
21 received a full discharge. Well, the problem with his
22 discharge though is he did not disclose the property owned
23 by East Chateau and then, of course, what the other
24 thing -- which is not a problem, which is the fact he said
25 Hillcreek was owned one hundred percent by his mother.

1 Q. Did he commit fraud on the bankruptcy court?

2 A. Well, if I was his lawyer, I would be telling him
3 that, yes, indeed, there was fraud on the bankruptcy court,
4 but in terms of --

5 **MS. BURNSIDE:** Objection, Your Honor. Calls for a
6 legal conclusion. I mean, he's not a -- he's not a judge.
7 This is not a criminal trial.

8 **THE COURT:** The objection will be sustained.

9 BY MR. WALTERS:

10 Q. What else did you determine in conducting the search?

11 A. Well, once he was out of the bankruptcy -- let me
12 make sure I've got these right -- on June 23, 2011, there
13 was then a deed from East Chateau to Angela Delores Stokes.
14 The deed book was 1490 -- 922, Page 149, no consideration
15 was listed other than \$5 and minimal deed stamps were paid.
16 It was signed on May 20, 2011, and recorded on June 23,
17 2011. Well, technically he wasn't entitled to transfer
18 that property because he had been discharged and his
19 bankruptcy case was over. He did not disclose that as an
20 asset, so it certainly was improper because he did not
21 disclose it and the Chapter 7 trustee should have known
22 about that property, but did not.

23 Q. Is the quiet title action an action in equity?

24 A. I think if it's listed as paramount title it is in
25 equity.

1 Q. Yes, sir. Please continue.

2 A. Well, at that time then the second mortgage was

3 placed on there and it was done which -- by Angie Stokes

4 to MetLife Home Loans, a Division of MetLife Bank,

5 Mortgage Book 15104, Page 114. The amount of the mortgage

6 was 262,500. It was signed on October 5th and filed on

7 October 12, 2011, and than would be -- based on the record,

8 would be the second mortgage, although they intended for

9 it to be the first mortgage. I can speculate about that,

10 but it would not be proper, so. And at the same time

11 there was also what's called a second mortgage for the

12 same amount from -- given by Ms. Stokes to MetLife Home

13 Loans in exactly the same amount and it was recorded --

14 maybe I have this -- I may have said those wrong right

15 then, but -- yeah, the first mortgage was recorded at

16 15104, Page 104. This one was recorded on the same day,

17 signed on the same day and recorded at 15104, Page 114.

18 And then we come to the title to real estate, which is

19 by Angie Delores Stokes to Hillcreek Farms. There was,

20 again, no consideration. It was listed on Deed Book 15783,

21 Page 312. No consideration, minimal deed stamps paid,

22 no affidavit for consideration, but it was signed on

23 November 4, 2011, and recorded on September 25, 2012.

24 This is the one that we discussed and that I testified

25 about earlier on. In this case, it was witnessed and

1 notarized by Joan Sanders. I've not seen any -- well,
2 let me just back up. Also if you do a transaction in
3 real estate with an LLC or a corporation or a limited
4 partnership or any partnership, you have to have -- or
5 you should have -- it's proper to have minutes of a
6 meeting showing who owns the property, their consent,
7 their decision to make that, so I've not seen any minutes
8 of anything where it says Hillcreek had been transferred
9 to anybody else or anything like that and so, therefore,
10 the only assumption I can make is that since Mr. Sanders
11 stated in his bankruptcy schedule that Hillcreek was owned
12 one hundred percent by his mother, there's nothing to show
13 that it was not still owned by her at that time.

14 That leads us back to those legal questions involved,
15 which is that if she is the one hundred percent owner,
16 then pursuant to -- well, there's several. I think
17 you've already discussed 26-1-90. A notary public cannot
18 give an oath on a form if the document -- if they are
19 going to benefit from the transaction. She is the owner
20 of Hillcreek Farms, which as far as I can tell she would
21 have benefitted, therefore, she could not notarize it
22 under -- pursuant to 30-5-30. To be recorded, a deed must
23 be proved by an affidavit of subscribing witness taken
24 before an officer of the court, which usually is a notary
25 public in the forms set out there, but in this situation

1 since she owned Hillcreek and she was a witness and a
2 notary, then the deed is not proper. And then under
3 30-7-20, a deed which is not properly executed is to not
4 be recorded, and then there's case law on that, directly
5 on that, which I -- the case is Leasing Enterprises, Inc.
6 versus Livingston, 363 S.E.2d 410. I should have said
7 first 294 S.C. 204, 1987. In that, the court -- or there
8 was a dispute to whether or not a deed from California was
9 properly executed and recorded. The court said that it
10 was not properly recorded because it only had one witness
11 and, therefore, the appropriate action --

12 **MS. BURNSIDE:** Objection. He's making a legal
13 argument from California.

14 **MR. WALTERS:** No, he's not.

15 **THE WITNESS:** Well, I'm citing from the case.

16 **THE COURT:** All right.

17 **MS. BURNSIDE:** He's not the attorney.

18 **THE COURT:** All right. He's -- I'm going to -- he's
19 been qualified as an expert and as a legal expert. He can
20 testify as to what is legally -- you can't make arguments,
21 but you can testify as to what the law is and based on
22 your expertise as to the real estate, bankruptcy and quiet
23 title.

24 **THE WITNESS:** Yeah, I -- I have the case somewhere
25 here. I don't know what I've done with it. I've confused

1 it with all my other papers, but, yes, I was --

2 **MS. BURNSIDE:** I object. Is he an expert on
3 notaries? That case was about a notary.

4 **THE COURT:** Is the case about notary or is it -- I
5 don't have the case. Is it a California case or a South
6 Carolina? It's a South Carolina case. I think he's
7 testifying that -- regarding the notary and the notary's
8 signature on the deed. Is that correct?

9 **MR. WALTERS:** Correct.

10 **THE COURT:** He can testify as to the deed and the
11 signatures and I think he also testified in that case it
12 wasn't about a notary, it was about only having one
13 witness in execution of the deed. So I'm going to
14 overrule the objection, but let's stay within the realm
15 of his -- what he's been qualified to testify to.

16 **MR. WALTERS:** Yes, ma'am.

17 **THE WITNESS:** And what I was giving my opinion to is
18 that in my opinion the results in this case affects this
19 case and in that case the court stated that the clerk
20 of court -- the master directed the clerk of court to
21 cancel the deed and that that was the proper result and
22 that -- I think the case law and the statutes I've talked
23 about are the basis of my opinion that this deed to
24 Hillcreek is not valid.

25 **BY MR. WALTERS:**

1 Q. Are you stating this to a reasonable degree of legal
2 certainty based on your years of experience as a real
3 estate lawyer?

4 A. Yes.

5 Q. In addition to that, do you have an opinion that you
6 could offer as to the achievement of quiet title in this
7 particular case?

8 A. Well, in my opinion, title cannot be quieted for both
9 reasons; one, that that deed is invalid and, two, the
10 company that has the mortgage company -- the two mortgage
11 companies that have liens are not parties to the case.
12 One is the 150,000 dollar lien that Mr. Sanders himself
13 put on the property and the other one is the second
14 mortgage from MetLife and neither of those parties are
15 before the Court.

16 But just to follow-up on that, there is an assignment
17 of real estate mortgage on -- filed on 12-4-2012 from
18 MetLife to Champion Mortgage and -- but that transfer --
19 that assignment only transferred the first mortgage at
20 Mortgage Book 15104, Page 104, it does not transfer the
21 second mortgage, so that mortgage still is in the name of
22 MetLife.

23 Q. Simply put, all the parties are not here before the
24 Court?

25 A. Correct.

1 **MR. WALTERS:** Your Honor, I have no further
2 questions.

3 **THE COURT:** All right. Please any answer any
4 questions that Ms. Burnside has.

5 CROSS-EXAMINATION

6 BY MS. BURNSIDE:

7 Q. Is it your testimony that a notary cannot sign a
8 document if they gain -- if they benefit from signing
9 that document?

10 A. Well, the statute -- hopefully I have it here. It
11 says a notary may not perform a notarial act if the --
12 and it goes on to that (C). This is 26-1-90, Section (C),
13 and then numbered (3) underneath there says, if the notary
14 is a signor of, a party to or a beneficiary of the record
15 that is to be notarized, so my reading of that is if
16 you're a notary.

17 Now probably a good instance is in this case,
18 assuming that Ms. Stokes signed the deed from East Chateau
19 to herself, she was -- it was not -- well, let me see.
20 I'm not exactly sure where I'm going with that, but in any
21 event, that's different from this other situation where
22 it's clear that the record that we have so far that
23 Ms. Sanders was the owner and the -- I mean, it's just
24 like any other situation, the Court wants -- or the State
25 wants somebody who's going to be a notary to not have a

1 vested interest in the property -- I'm sorry. The
2 difference is in the Sanders' case, she was not a notary
3 and she was not a witness.

4 Q. Is it a vested interest if you get a loan paid off?
5 Would that be a benefit of a notary? Would that be a
6 benefit?

7 A. Well, I'm not sure exactly how to answer that in this
8 context, but if you're the notary and a loan is being paid
9 off, then it would seem to me that you have a vested
10 interest if you have an interest in the property.

11 Q. So the property that Angie Stokes deeded to herself,
12 did you notice the notary was Jerry Sanders on that
13 document and if that would be true, your testimony would
14 be that deed should be invalid?

15 A. Well, first of all, Jerry Sanders -- I did not look
16 at it that far, but his --

17 Q. If you want to pull that out, you can.

18 A. I think that's the one that I don't have.

19 Q. Okay. It's Plaintiff's Number 3.

20 A. Yes, it's right there. It should be there.

21 Q. Okay. Right here. It's Plaintiff's Number 2.

22 A. Number 4.

23 Q. I'm sorry.

24 A. No, that was 3.

25 **THE COURT:** Is it the one from East Chateau to Angie

1 Stokes?

2 **MS. BURNSIDE:** Yes, ma'am. Yes.

3 **THE WITNESS:** Right there.

4 BY MS. BURNSIDE:

5 Q. Can you tell me who the notary is on that?

6 A. Okay. First of all, East Chateau Holding, LLC, is
7 the -- is the party that owned -- East Chateau is the
8 party transferring it to Angie Stokes. It says that --
9 the derivation or whatever of the deed says that Angie
10 Stokes, as the owner of East Chateau Drive Land Holding,
11 LLC, is transferring the property. She's not transferring
12 it to herself. Albert --

13 Q. No, no. What I'm asking is, who the notary is.

14 A. Yeah. Albert Sanders is not the notary, he's a
15 witness, and then the probate -- I don't know who it is,
16 Carl Millwood, is the actual notary -- the witness.

17 Q. No, no. Who's the notary right there?

18 A. Oh, I'm sorry. You're right. Yes. Okay. Yes.

19 Q. Okay. So it's your testimony that if you benefit,
20 you -- that deed should not be valid. So how is this deed
21 any different from the other deed? Because Albert Sanders
22 obviously benefitted by being a notary because he got the
23 BB&T mortgage taken away and then from their testimony he
24 got the proceeds from the reverse mortgage, so that would
25 be a conflict of interest.

1 A. Okay. Well -- and it may -- and surely showed that
2 Mr. Sanders was involved in real estate fraud, but the --
3 the difference is, according to this, East Chateau is
4 owned by -- now by Angie Stokes and according to the
5 representation in this deed Mr. Sanders does not have
6 an interest in this transaction, okay? This -- this
7 transaction does not pay off any mortgage or do anything.
8 It just transferred the title from East Chateau to Angie
9 Stokes. There's no mortgage paid off, there's no nothing.

10 Q. Okay. In -- in all of your research, did you ever
11 see that Ms. Stokes owned East Chateau Drive Holding, LLC?

12 A. No, I'm relying on --

13 Q. You're relying on her signature.

14 A. Right. Because in the bankruptcy court, Mr. Sanders
15 said he owned one hundred percent of East Chateau.

16 Q. Okay. So in the bankruptcy report, Mr. Sanders says
17 that his mother owns Hillcreek Farms, but yet he owns East
18 Chateau?

19 A. Right.

20 Q. And you relied on that except for you're relying on
21 this deed.

22 A. No.

23 Q. Which one is it?

24 A. I'm saying that --

25 Q. The bankruptcy report's right?

1 A. I'm saying that he committed bankruptcy fraud when
2 he said that he owned East Chateau, but did not disclose
3 this property we're talking about in this deed --

4 Q. And I'd like you to --

5 A. -- and I'm saying -- well, wait a minute.

6 Q. Okay. I mean --

7 A. And I'm saying that --

8 Q. -- I'm confused because --

9 **MR. WALTERS:** Your Honor, I'm gonna object. If she
10 would allow Mr. Kirby just to answer.

11 **THE WITNESS:** Well, I've forgotten what the question
12 is now.

13 **THE COURT:** Yes, please restate the question because
14 I think --

15 **THE WITNESS:** But you're asking what I relied on.
16 What I relied on is this deed, which is the deed to Angie
17 Stokes, which Angie Stokes testified it was signed that
18 she's the full owner and Albert Sanders signed it as a
19 witness and the notary and, therefore, I don't know how
20 you can attack the transaction of her not being the
21 homeowner -- or on behalf of Mr. Sanders because he signed
22 it and he notarized it and, therefore, he gave oath that
23 this is, in fact, true.

24 BY MS. BURNSIDE:

25 Q. At the same time in the bankruptcy report he said

1 that he was owner of East Chateau.

2 A. That was prior though. This is after the bankruptcy
3 -- he was out of the bankruptcy.

4 Q. Okay. The deed from Hillcreek, you said it was his
5 mother's in bankruptcy; however, it was not transferred
6 until the bankruptcy was over?

7 A. But there's no evidence that Hillcreek was transferred
8 anywhere. Hillcreek at the time of the bankruptcy was
9 owned one hundred percent by his mother. There's no
10 evidence after that that I see or heard about. I've heard
11 you -- you argue about it in a vacuum, but there's no
12 evidence that she is not one hundred percent owner.

13 Q. Is there any evidence that she is a hundred percent
14 owner?

15 A. Yes. The only evidence is the bankruptcy statement
16 of financial affairs, which is signed under oath and filed
17 in the bankruptcy proceeding.

18 Q. I'm sorry. I'm talking about Angie Stokes. Is there
19 any evidence that she's owner of East Chateau?

20 A. The deed that she says she is and Mr. Sanders as a
21 witness and notary confirms that she is.

22 Q. What about his testimony in the bankruptcy report
23 that he was the hundred percent owner of East Chateau?

24 A. That was before. There's -- the problem with all
25 of this is that there's no -- you've got no minutes of

1 anything, so you just rely -- all you can do is rely on
2 the records. There's no minutes showing that he ever
3 signed anything transferring to Angie Stokes. The only
4 thing that's there is two things. One, the bankruptcy
5 filing under oath that he filed when he said he owned a
6 hundred percent --

7 Q. Of East Chateau.

8 A. -- but failed to disclose this property. Then
9 there's -- and that was foreclosed on by BB&T, but then
10 -- then there's --

11 Q. So you're --

12 **MR. WALTERS:** I'm gonna object, Your Honor. Can he
13 finish, please?

14 A. Then there is this record, which is a record of the
15 -- Lexington County, where she says she's a hundred percent
16 owner and if he was not a witness and a notary public,
17 then it seems like you might could make that, but he's
18 estopped from saying that she was not the hundred percent
19 owner because he signed both as a witness and as a notary
20 public and this did not give him any interest because it
21 did not pay off a mortgage or do anything else.

22 Q. You said that he did not disclose it. Have you seen
23 the order modifying stay of the bankruptcy court? Was that
24 part of your records?

25 A. There are a number of -- there's a lot of orders

1 modifying stay, right.

2 Q. Was he ever -- was it ever ordered to modify stay
3 for 135 East Chateau Drive?

4 A. Right, but it was the property owned by BB -- or with
5 the lien of BB&T. It was not this property.

6 Q. The BB -- is the BB&T mortgage not on 135 East Chateau
7 Drive?

8 A. Okay. Let me see if I've got it here. Are the plats
9 of record?

10 Q. I'm just --

11 A. No, it's clear on -- when you look at the plats. If
12 you look at the derivations of all of these deeds and
13 everything, there is a plat, which Douglas Platt signed,
14 which has a long lot here, which is 135, and at that time
15 .002 acres, an easement had been given across the part,
16 but then this was subdivided and the part up to the top
17 part was sold, but it was still under the name of 135.
18 Then this plat just shows -- this shows this property
19 here, which is a portion of the original plat. So the
20 parcel was split into three parts; one was the easement,
21 one was the property which was pledged to BB&T and one was
22 this, which was never disclosed and was never pledged --
23 or it was pledged to Carolina Palmetto or whatever it was,
24 but not to BB&T.

25 Q. So the mortgage to BB&T was only on a plat, not the

1 house?

2 A. I don't know if the mortgage to BB&T was -- was on
3 the plat. I don't what was on there. It said it was on
4 135, but it was only a portion of 135, not the whole
5 portion -- not the whole -- if you look at the description
6 of it.

7 Q. I'm just confused because in the packet that you
8 gave me he did list 135, a hundred percent owner of East
9 Chateau Drive Holding, which you testified he didn't list.
10 It's clear on Page 4 he listed it and he listed it at a
11 value of 200,000. You're telling me a piece of property
12 in South Congaree that's a .02 acres with no house is
13 worth two hundred thousand?

14 A. It doesn't say 200,000, it says 200.

15 Q. It says --

16 A. It's either 200 --

17 Q. 200,000 and there's a lien for 110,000.

18 **MR. WALTERS:** Your Honor --

19 A. 200.00 is two hundred.

20 Q. But the lien is 110,000.

21 A. 110, right.

22 Q. The BB&T mortgage.

23 A. To BB&T.

24 Q. So he did list it.

25 A. No, that's this property here. If you go back and

1 look at all the deeds, which I have done, looked at all
2 the deeds --

3 Q. Right.

4 A. -- look at your -- just pull up your --

5 Q. What is that property address?

6 A. Wait a minute. Look at the chain of title from your
7 own abstractor.

8 Q. I have the chain of title.

9 A. Well, if you look at it, there's all kind of deeds
10 in here that -- and there's -- of course, he doesn't say
11 look at the deeds, but these -- there's -- where's he
12 describe the whole thing? Okay. And mine does, to.
13 There is a Parcel 3, a 20-foot easement, less Parcel 3
14 containing 0.31, owned by Cimarron Capital. That is what
15 -- the parcel that was foreclosed on by BB&T and that's
16 the parcel that we're talking about. Then there's a
17 parcel 3B, 0.31, owned by Hillcreek Farms by deed. That
18 was not disclosed. He only disclosed half of that lot.
19 Then there's a .002 owned by Albert Sanders.

20 Q. Okay. The part that was disclosed, you're telling me
21 he had a 110,000 dollar loan on it, which he puts out,
22 which did not have a house on it?

23 A. Well, if you look at his schedules, it's not
24 inconceivable to think that he was --

25 Q. Made a mistake?

1 A. I wouldn't say made a mistake. He made sure that he
2 got whatever money he could get under the circumstances,
3 but --

4 Q. And did he disclose the loan of 110,000 and its
5 address 135 East Chateau Drive? Did he disclose that?

6 A. To answer that question, you have to look at the
7 deeds, and you haven't done that. Your -- your person did
8 not show up, did not testify, but I pointed out to you on
9 his --

10 Q. Well, can you just, please --

11 **MR. WALTERS:** I'm gonna object, Your Honor. If
12 Mr. Kirby could finish what he's saying.

13 Q. Just answer yes or no. Did he disclose it or did he
14 not?

15 A. No, he did not disclose this lot.

16 Q. So this page is not a part of the record?

17 A. That is a disclosure of another portion.

18 Q. With a 110,000 dollar loan?

19 A. Right. But that doesn't have anything to do with
20 this.

21 Q. Okay. All right. Nothing further.

22 A. Answering your question, if you look at the deeds,
23 look at the plats, okay, this is the whole lot, originally
24 135 East Chateau. This is what Ms. Stokes has. It is not
25 the whole lot, it is cut off here.

1 Q. Do you think Ms. Stokes has the portion that had a
2 110,000 dollar mortgage on it?

3 A. No, it had a 150,000 dollar mortgage, which was not
4 disclosed to the Court.

5 Q. And how do you think Ms. Stokes got a reverse
6 mortgage on a piece of property that did not disclose of
7 a loan of \$150,000?

8 A. That I don't know other than to say whoever -- if
9 it was -- if the loan of \$150,000 was not actually paid
10 off, then I would not want to be the lawyer having the
11 personal liability claim for not looking on the deed --
12 on the record seeing that the mortgage is unsatisfied to
13 this day and it still exists, so what I would say is
14 either it was paid, in which case it probably went to
15 Mr. Sanders because he's the registered agent, or it was
16 not paid and, therefore, continues to be a liability on
17 the property.

18 Q. Whoever owns the property, the mortgage follows --
19 the liens follow the property, correct?

20 A. Right. Uh-huh.

21 Q. So the liens are still out there no matter who has
22 the quiet title?

23 A. Correct.

24 Q. Okay. Once again, I'm not sure if you saw the order
25 modifying stay for 135 East Chateau.

1 A. Again, it's a different portion. It's not -- it's
2 not this property.

3 Q. Okay.

4 A. If you would sit down and look at your abstractor's
5 listing of the chain of title, you would see what I'm
6 talking about.

7 Q. Did -- is there any evidence that you found that Joan
8 Sanders or Angie Stokes had any interest in East Chateau
9 or Hillcreek other than the deed that you saw?

10 A. Okay. There's -- the Secretary of State's office
11 lists all three of those LLC's. It does not say who owns
12 them. The evidence that shows they own them is one with
13 regard to East Chateau, the bankruptcy filing where
14 Mr. Sanders says he did, and the deed where Ms. Stokes
15 says she owns that. The other is Hillcreek. The
16 Secretary of State's office shows when it was done and on
17 the -- on the record -- the bankruptcy record he testified
18 that it was one hundred percent hers and he testified --
19 he gives the day, I don't remember, I could look it up,
20 but prior to the bankruptcy he said he transferred a
21 hundred percent of Hillcreek to his mother. There's no
22 other records to show other than at the time these
23 transactions were taking place that Ms. Stokes owned East
24 Chateau and that Hillside {sic} was owned by Ms. Sanders.

25 Q. But there is a record today that Hillcreek Farms is

1 owned by Albert J. Sanders, Junior?

2 A. No, he's the registered agent. I don't think he was
3 -- it's not that he's -- is that the one that has some
4 other -- he was the registered agent. I believe -- I
5 don't have the whole chain, but I believe that Ms. Stokes
6 was the registered agent and then it's now --

7 Q. Does the registered agent have the authority to
8 transfer property into her own name?

9 A. No. Well, the registered agent -- she didn't sign
10 the deed as the registered agent. She signed the deed as
11 a hundred percent owner of the LLC and, sure, the hundred
12 percent LLC owner can transfer property to themselves.

13 Q. Wouldn't you think you would need more documentation
14 than just someone saying owner?

15 A. I would think -- if I was the lawyer handling the
16 transaction, I would either want a corporate authorization
17 or I would prepare one, but just because one wasn't done
18 the only thing you have to rely on is the actual deed
19 and as you pointed out it was signed and notarized by
20 Mr. Sanders.

21 Q. If you were the lawyer handling this transaction,
22 would you have deeded the property to Angie Stokes as
23 owner of the LLC of East Chateau?

24 A. If I were to handle this transaction, first of all,
25 I would have had corporate minutes signed and verified by

1 East Chateau as to who they were and who the owner was and
2 what their authority was, whether they had the authority
3 to transfer the property or not. I also then would have
4 looked at the title and seen there was a 150,000 dollar
5 mortgage and I would have either gotten that mortgage
6 paid off by MetLife at the closing, which for all I know
7 it may have been, I don't have a closing statement from
8 that closing, but I would not have closed the loan without
9 the -- without the authorization from the LLC saying that
10 she was entitled -- that she was the owner and she was
11 entitled to transfer it, but there's nothing to -- I mean,
12 people do it all the time. They put property into the LLC
13 and then transfer it to themselves or vice versa. There's
14 nothing improper about that. The only thing improper with
15 the other is the fact that she owned the corporation and,
16 therefore, could not be the notary.

17 Q. But it is your testimony that you would have not
18 transferred that property by her just putting owner by it?

19 A. In my opinion, it's inappropriate for a lawyer to do
20 that; however, looking at the deed it's also my opinion
21 that no lawyer was involved in it.

22 Q. So do you think it's a valid deed?

23 A. There's nothing in the record that shows it isn't.

24 Q. Okay. Do you know when the trustee abandoned the
25 property I'm assuming at 135 East Chateau?

1 A. Well, I think you -- again, we're getting into this
2 problem with the chain of title to 135 East Chateau. The
3 portion that you've been talking about, which is owned by
4 BB&T, which is listed in the schedules, my understanding
5 was, is that they had a 362 motion and it was lifted and
6 so, therefore, that property didn't have to be abandoned.
7 Once the stay was lifted, BB&T was entitled to foreclose
8 on it. The other property was never disclosed to the
9 trustee or disclosed by Mr. Sanders because he was
10 actually -- it was before the trustee and so, therefore,
11 that property was never abandoned because it was never
12 disclosed, but the -- there is -- and I don't know if we
13 put it into the record or not, but there is an order
14 showing that the case was closed and the trustee was
15 discharged.

16 Q. Do you have any records from the meeting of the
17 creditors that happened on June 18, 2010?

18 A. No.

19 Q. And if -- so if the property was abandoned, the
20 trustee abandoned his interest, was Mr. Sanders or
21 whoever owned 135 East Chateau free to transfer it after
22 they granted a stay on the property?

23 A. If this particular property was abandoned, then he
24 would have been free to transfer it, but it was not listed
25 so it could not have been abandoned.

1 Q. Well, we've established 135 --

2 A. Because if you abandon -- if you listed it -- well,
3 again, you have to go look at the record and look at the
4 plats, and you'd understand that the lot that was 135 East
5 Chateau was divided into three parcels; an easement and
6 two lots, but both were called 135 East Chateau at that
7 time. I don't know -- this lot now has a different tax
8 number than it did at that time and I'm sure the one at
9 BB&T has a different tax number, but I -- I'm not trying
10 to be difficult, but --

11 Q. I just don't understand how BB&T could have a
12 mortgage on a plat and not the house.

13 A. It's not a plat, it's a parcel. The plat just shows
14 what's on the ground, but it was cut into two pieces.

15 Q. Wouldn't they insure the house? Wouldn't the
16 mortgage be on the house?

17 A. Right, but it wasn't this house. It was the one that
18 was on the other parcel.

19 Q. What other house?

20 A. I don't know, I haven't looked at it, but in -- this
21 shows here there's a lot, which was cut in half. This
22 front part was what we're talking about and it was -- it
23 was not disclosed. This back part here, if you look at
24 the feet here and -- look at the footage there and the
25 footage -- this is what we're talking about right here.

1 The rest of this lot, I don't know. It doesn't tell me
2 any of this other than BB&T had a lien, they had a
3 significant lien, and they moved to have the stay lifted.

4 Q. Does this plot show another house on the back of the
5 lot?

6 A. This is prior to either lot being -- this was the
7 original when it was purchased by Mr. and Ms. Sanders.

8 Q. Well, in your knowledge of everything, was there ever
9 a house built on this back portion?

10 A. I don't know, but there must have been something put
11 on it because as you pointed out BB&T gave a large loan
12 on it.

13 Q. You wouldn't think BB&T would give a large loan on
14 the actual property?

15 A. But it wasn't pledged. If BB&T had a mortgage on the
16 portion we're talking about right here, I assure you they
17 would have foreclosed on it and we would not be here
18 talking about it, but --

19 Q. Do you know if that mortgage was satisfied, the
20 mortgage from BB&T?

21 A. I don't know, but it was not -- BB&T did not move to
22 lift the stay on it, so they had no right to move forward
23 on it.

24 Q. So it is your testimony that BB&T should be added to
25 this transaction?

1 A. No, it's a separate parcel. It used to be part of
2 this property, but it was split in half. The two parcels
3 were separated. BB&T's lot lien was on the other part --
4 parcel.

5 Q. But you do not know if that loan's been satisfied?

6 A. No, I do not know, but I don't believe BB&T would
7 leave this loan still sitting there unless there was a
8 Superfund problem.

9 Q. All right. It think -- is there any evidence -- I
10 think I've probably already asked this, but do you have
11 any evidence of Joan Sanders owning Hillcreek Farms
12 besides his testimony in the bankruptcy proceedings?

13 A. Well, actually, I mean, it was under oath. It was
14 not -- I don't know what he testified to because I don't
15 have a copy of the -- but he was under oath and in his
16 statement of financial affairs he said that she owned it
17 a hundred percent.

18 Q. And do you have that somewhere? Do you have that in
19 the evidence?

20 A. Yes. I mean, that's what I just brought in, the
21 records from the -- I mean, I can direct you to it, if you
22 would like me to do that.

23 Q. Do you know what page number it was on?

24 A. No. I'd have to find it because my pages have got
25 so jumbled here, but give me a few minutes. I think I

1 gave it to the judge one time and I'm sure she gave it
2 back to -- here it is. It's filed 12-18-09. This is the
3 statement of financial affairs which begins here, which
4 is Page 33 of this document, and when you go through it,
5 you have to list any properties you have.

6 Q. Do the documents say what Hillcreek Farms, LLC, at
7 the time of the bankruptcy contained?

8 A. No.

9 Q. So we don't know if there's any value to Hillcreek
10 Farms at the time of the bankruptcy?

11 A. All I know about Hillcreek Farms at the time of the
12 bankruptcy was that according to Jerry Sanders in his
13 bankruptcy filings it was one hundred percent owned by
14 his mother, Joan.

15 Q. But at the same time he stipulated that he owned a
16 hundred percent of 135 East Chateau?

17 A. No, he did not.

18 Q. Is that not what this page says?

19 **MR. WALTERS:** I object, Your Honor. That's been
20 asked and answered three times.

21 **THE COURT:** I'll let him answer. The objection is
22 overruled.

23 A. He stated that he owned the portion that BB&T had,
24 which was the division of the lot up there. It was not --

25 Q. Which is 135 East Chateau?

1 A. Here's the Hillcreek if you want to see it. I'm
2 sorry. It was filed on April 5, 2010. In his statement
3 of financial affairs and Paragraph 10, the answer, you
4 can see at the top now he does state -- you can see it.
5 He says Hillcreek Farms is owned one hundred percent by
6 his mother Joan.

7 Q. At this time in 2007, did Hillcreek Farms, LLC, own
8 135 East Chateau?

9 A. No. It not been transferred yet.

10 Q. So we don't even know what a hundred percent member
11 of Hillcreek Farms means.

12 A. Well, we know what that means. An LLC is owned by
13 the members and if she says that -- that means she is a
14 one hundred percent member, the sole member and sole owner
15 of Hillcreek at that time.

16 Q. And what's the date on that?

17 A. Whatever date's at the top. It was filed on April 5,
18 2010.

19 Q. No, the date that he lists.

20 A. That's the date that he transferred it to her. What
21 this -- what you have to tell here is if you had property
22 and you've transferred it to somebody, you have to say
23 when you transferred it.

24 Q. In 2007.

25 A. So July 24, 2007, he said he said he transferred a

1 hundred percent to her. At that time it owned ten acres
2 Princeton Road.

3 Q. On Princeton Road. Nothing about East Chateau?

4 A. No, it had to be -- the deed wasn't issued until
5 after that time.

6 Q. So are you a hundred percent sure that Joan Sanders
7 owned Hillcreek Farms when the deed was transferred in
8 2013?

9 A. I can only go on the records in front of me. Without
10 seeing any corporate records saying that she wasn't, the
11 only reasonable conclusion and the conclusion I come to
12 is that it was never transferred and she owned a hundred
13 percent. That was sworn to under oath at that time before
14 the bankruptcy court. There's nothing that says anything
15 different.

16 Q. Okay. And the only -- which these documents were
17 filed before the transfer in 2010?

18 A. Right.

19 Q. Many years?

20 A. Yes. Right.

21 Q. Okay.

22 **MS. BURNSIDE:** I have no further questions, Your
23 Honor. _____

24 **THE COURT:** All right. Yes, sir.

25 **MR. WALTERS:** I have no questions, Your Honor.

1 **THE COURT:** All right, sir. You may step down.

2 Any objection to this witness being excused?

3 **MS. BURNSIDE:** No, Your Honor.

4 **THE COURT:** All right, sir. You're free to leave.

5 (Witness excused.)

6 **THE COURT:** Call your next witness.

7 **MR. WALTERS:** Your Honor, that's the defense's case.

8 **THE COURT:** Okay. Anything in reply from the
9 Plaintiff?

10 **MS. BURNSIDE:** No, Your Honor.

11 **THE COURT:** All right. I'll be glad to hear from you
12 any motions or closing or anything else.

13 **MR. WALTERS:** May it please the Court?

14 Your Honor, it's clear that all interested parties
15 are not before the Court. The Plaintiffs in this
16 particular case, they have amended the summons and
17 complaint. They first started off with an action in
18 magistrate's court. They then filed in circuit court for
19 a petition of writ of mandamus and then I believe they
20 amended on two different occasions. They've been given
21 almost four bites at the apple and now we're here before
22 the Court and all interested parties have still not been
23 named. There's no way they can achieve the relief that
24 they've requested because there's two outstanding
25 mortgages and they have not named those parties as

1 defendants.

2 I'd ask the Court to take judicial notice of Rule 19,
3 which requires all interested parties to be before the
4 Court to resolve a dispute. Specifically with regards to
5 quiet title, what normally is done is a title search done
6 and then you name everybody who has an interest. It's
7 clear from Mr. Kirby's testimony that the abstract and
8 the title that they have and the documentation that was
9 submitted did not include the mortgages on the property
10 and right now they've produced no evidence to refute the
11 two outstanding mortgages on the property. Only one
12 mortgage company appeared before the Court and that was
13 Champion. Other than Champion, none of the other parties
14 were named as defendants and the Court --

15 **THE COURT:** Is Champion -- I'm sorry to interrupt
16 you. Is that the mortgage company that has the reverse
17 mortgage?

18 **MR. WALTERS:** That's exactly right, Your Honor.

19 **MS. BURNSIDE:** Yes, Your Honor. And that is MetLife.
20 They transferred it over after the reverse mortgage.

21 **MR. WALTERS:** That's correct, but the other -- other
22 issue is, is that you've got the other two outstanding
23 mortgages and, of course, their abstractor did not list
24 those parties. You cannot achieve quiet title without
25 having all interested parties before the Court and under

1 the circumstances I believe that the relief that they're
2 requesting they have failed to -- they've failed miserably
3 because they don't have the parties before the Court to
4 protect their interest.

5 In addition to that, I'd also note that under the
6 statute that we've argued, 26-1-90, it is made clear and
7 there's no evidence in the record to refute what the
8 record reflects, that the mother of Jerry Sanders,
9 Ms. Joan Sanders, that appeared before the Court, owned a
10 hundred percent interest in -- and I want to make sure
11 we're clear about this. Counsel keeps referring to the
12 date it was transferred, but I'd ask that the Court focus
13 on the date he filed the bankruptcy. The bankruptcy was
14 filed in 2009. And, of course, what he stated was in 2009
15 is that I gave it to my mother back in 2007 and there's
16 no other documentation before the Court, no corporate
17 resolution, no documentation stating that the interest was
18 transferred and she is the hundred percent member, so the
19 only conclusion that you can draw, and they have nothing
20 to refute that, is that she owned that property. So I
21 think under the Section of 26-1-90 she could not notarize
22 documents when she has an interest in Hillcreek Farms and
23 the property was being transferred to Hillcreek Farms and
24 she served as a witness and she also served as a notary.

25 So I think that under those two grounds, one, there

1 is a proper adjudication to occur because all interested
2 parties are not before the Court after counsel was given
3 almost three to four times to amend the summons and
4 complaint. We received this title search -- to make sure
5 the Court understands exactly what went on, they started
6 this action back in 2013 in magistrate's court. They
7 decided to do a title search and submitted to my office
8 on January 9th of 2017 after they had amended their
9 summons and complaint on three or four different
10 occasions, and so on January 9th of 2017 they decided to
11 do a title search. And, of course, there's an order
12 inside the file where a circuit court judge order that
13 this case must be tried today to resolve it and there
14 would be no more continuances. So they decided to do a
15 title search in January of 2017 and, of course, they did
16 not name the proper parties that are before the Court.
17 Under the Hoogenboom case they're required to show the
18 superiority of the title, but in the action that's been
19 filed here it does not name all of the parties and
20 counsel's been given numerous occasions, over and over
21 and over again, to amend the summons and complaint and
22 they've failed to do so and now they're seeking relief
23 for a quiet title action and the parties are not before
24 the Court.

25 We would ask that, number one, the relief that they

1 requested be dismissed. Number two, we want that deed
2 with regards to Hillcreek Farms be stricken from the
3 record because the notary in that particular case held
4 an interest in Hillcreek Farms and it's a violation of
5 26-1-90, so under the circumstances I would ask that the
6 Court -- respectfully ask the Court do not grant the
7 relief that they have requested and, number two, the deed
8 should be stricken from the record because that deed has
9 been executed improperly and they have no documentation
10 to refute that Ms. Sanders owned one hundred percent of
11 Hillcreek Farms.

12 **THE COURT:** Just a couple of questions.

13 Well, you can go ahead and I may interrupt you if I
14 have a question because I do have questions.

15 **MS. BURNSIDE:** I think we can definitely refute that
16 Ms. Sanders had interest in Hillcreek Farms because she
17 testified that when the property was transferred she did
18 not have interest in it. Her testimony does give a lot
19 of weight to the case. There's no documents that they
20 produced that she did have ownership except for back when
21 the bankruptcy happened, which was two years before the
22 transfer of this property, so it's our opinion that that
23 signature of that notary is still valid.

24 Also we know the liens are gonna follow the land
25 and the lien is subject -- the land is subject to the

1 liens on the case as well. There's not two outstanding
2 mortgages. There's a reverse mortgage and the way the
3 reverse happens is Champion -- MetLife took the mortgage
4 on and then it flipped it to Champion Mortgage right when
5 the reverse mortgage happened. That's why the numbers are
6 exactly the same. It's not two different mortgages, it's
7 just one, and they were dismissed from the case. They
8 wanted no part of this case.

9 Also what the Court needs to remember is that this
10 defendant, Ms. Stokes, has lived in this house from 2013,
11 paid no mortgage payments. She also didn't get any money
12 -- she paid nothing for this home. Five dollars love and
13 affection. That was it. But since 2013 she has lived in
14 this home without paying that; however, my -- however,
15 Jerry Sanders, it is clear that he owned the title once
16 and he transferred it to East Chateau Holding. He also
17 purchased the title, which was in a title search that both
18 counsel provided, for 87,000, so he does have interest in
19 the account; however, it's our understanding that East
20 Chateau Land Holding would be the true owner because they
21 have provided no documentation that Ms. Stokes owned East
22 Chateau or was even an agent of East Chateau to be able to
23 transfer that property; therefore, that deed should also
24 be invalid.

25 **THE COURT:** What about the position that -- so you're

1 saying that he -- that Mr. Sanders owned East Chateau at
2 the time of Exhibit 4, that it was signed, right? East
3 Chateau to Ms. Stokes in November of 2011.

4 **MS. BURNSIDE:** Yes, he put it in the bankruptcy court
5 that he owed a hundred percent of East Chateau.

6 **THE COURT:** All right. But he is the notary and a
7 witness to her signature saying that she was deeding the
8 property on behalf of East Chateau to herself?

9 **MS. BURNSIDE:** Yes, Your Honor.

10 **THE COURT:** How do we explain -- if he, in fact,
11 owned it and she did not own it, why would he witness and
12 notarize a document saying that she owned the property?

13 **MS. BURNSIDE:** Well, kind of like what their expert
14 said. He was probably witnessing for the wrong -- they
15 said that the BB&T mortgage was for 135 -- I'm sorry, 137
16 East Chateau. I have a big problem with BB&T having a
17 mortgage on there for 150,000 that got satisfied on the
18 reverse mortgage when their testimony is that that deed is
19 for the back lot.

20 **THE COURT:** He's saying the lot has been divided is
21 what he's saying.

22 **MS. BURNSIDE:** Right and -- correct. And we also --

23 **THE COURT:** And somewhere in the division of the
24 lots that BB&T's lien is not on the entire lot, but
25 apparently for a portion of -- for the divided portion

1 of the lot.

2 **THE BURNSIDE:** The part. And our claim is that it
3 was a part of the house as well.

4 **THE COURT:** I guess what I'm asking is though how --
5 if he's saying he owned a hundred percent, why would he
6 notarize or witness -- notarize and witness a title to
7 real estate as Ms. Angie Stokes being the owner of East
8 Chateau Land Holding, LLC?

9 **MS. BURNSIDE:** In our -- in our initial complaint
10 we believe that that deed was valid from East Chateau to
11 Angie Stokes. Our main point was that she transferred it
12 later to Hillcreek Farms, LLC; however, we were ordered
13 to name all of the parties involved and that's when we
14 discovered that she was not an agent of East Chateau or
15 an owner of East Chateau. And she also denied signing
16 that as well, which we have a problem with.

17 **THE COURT:** I understand. I guess what I'm asking
18 though is your --

19 **MS. BURNSIDE:** And I'm not sure that Jerry Sanders
20 signed that. That was just recorded in there. We haven't
21 heard testimony from him.

22 **THE COURT:** Okay.

23 **MS. BURNSIDE:** But we do have an expert witness
24 saying that she did sign it over to Hillcreek Farms.

25 **THE COURT:** No, he said that more likely than not,

1 ninety percent. He did not say to a reasonable degree of
2 certainty that she signed it over. He said more likely
3 than not based on the information I think that he was
4 given. He did not say --

5 **MS. BURNSIDE:** I think he said ninety percent.

6 **THE COURT:** He said ninety percent, but he didn't
7 say -- you know, the standard for experts is a reasonable
8 degree of certainty. He did not testify to that. But
9 I guess what I'm -- I'm confused. So you're now saying
10 that you're not sure if that's Mr. Sanders' signature?
11 There's been no testimony as to whether or not that's his
12 signature?

13 **MS. BURNSIDE:** Correct.

14 **THE COURT:** Okay. And then I guess the next
15 question I have was regarding the bankruptcy and --
16 well, these documents. I don't think that's in evidence.

17 **MS. BURNSIDE:** I'm sorry. Can we review the record?
18 Because I think the expert says that he agrees that
19 ninety percent is a reasonable degree of certainty and
20 that's what I had in my notes.

21 **THE COURT:** That's fine. We can have her go back
22 and -- we'll have to stop talking, but based on -- he
23 said more likely than not, ninety percent, based on the
24 material that he had to work with. That's what my notes
25 reflect, but we'll have the court reporter -- and I'll

1 go back and review it again. I'll have her send me the
2 notes from -- but we can't talk while she looks for it.

3 (Pause in proceedings.)

4 (Whereupon, a portion of the record was read back.)

5 **THE COURT:** All right. We can go back on the
6 record.

7 **MS. BURNSIDE:** And, Your Honor, I just wanted to
8 point out the reason why we had to amend our complaint
9 and add East Chateau Drive Holding is because in the
10 Defendant's deposition and in their answer they said that
11 she did not sign that -- that deed.

12 **MR. WALTERS:** May it please the Court, Your Honor?

13 I think things are being mischaracterized. There are
14 three mortgages on the property. There's one mortgage
15 that's the reverse mortgage and it has the same number
16 because it was sold to Champion. There was another
17 mortgage with MetLife and there's also a mortgage with
18 Palmetto Carolina Funding, and it's been entered into
19 evidence through Mr. Kirby's testimony, and those two
20 outstanding mortgages are not named as defendants in this
21 particular case and they've been on record long before
22 2017 and they were not named as defendants in this
23 particular case.

24 **MS. BURNSIDE:** And, Your Honor, their lien is good.
25 It's recorded. You don't have to name the second

1 mortgagee in the first because they're -- it's contingent
2 upon that.

3 **MR. WALTERS:** Your Honor, they are parties that have
4 an interest in this property and they were not named as
5 defendants in this particular case. We are not allowed
6 to stand before the Court and adjudicate their rights and
7 say they're simply fine, everything's okay. There's an
8 outstanding mortgage with Palmetto Carolina Funding, it
9 has not been satisfied, it has been on the public record
10 and they did not name that particular mortgage as a
11 defendant. The other mortgage is with MetLife. It is
12 still open, it is still outstanding on this property and
13 we're adjudicating the rights and interest of parties
14 with regards to land under the rules. As required under
15 Rule 19 with regards to quieting title, you simply do a
16 title search and you name everyone that could possibly
17 have an interest. But our court goes even further. If
18 you think there's someone that has an interest and you
19 don't know who they are, the Court requires us to go out
20 and appoint a guardian ad litem, then you're required to
21 do publication to make sure that we can make sure that we
22 cover all parties that have an interest before the Court.
23 What counsel's arguing before you today is we feel it's
24 okay, Your Honor, and we should be allowed to go forward.
25 Under Rule 19 and under their own abstractor's search

1 they did not name any mortgage companies. The only
2 company we're aware of that made an appearance in this
3 case was Champion and Champion asked to be relieved.
4 There's been no appearance by the Met and there's been
5 no appearance by Palmetto Carolina Funding and both of
6 those have outstanding liens on this property.

7 **THE COURT:** Let me ask this one question. Have you
8 all done the title search and title work to figure out
9 if they actually -- if there is an outstanding lien
10 that's on the property?

11 **MS. BURNSIDE:** Yes, Your Honor. Champion assigned
12 it to MetLife, so Champion dismissing itself, MetLife
13 dismissed itself, and then the Palmetto Carolina Funding,
14 LLC, we agree that that mortgage will follow whoever
15 takes ownership of the property.

16 **THE COURT:** Well, let me -- but how am I going to
17 quiet title -- you want me to quiet title to the property
18 as to your client if there's an outstanding lien by
19 Palmetto --

20 **MS. BURNSIDE:** Well, Palmetto Carolina Funding,
21 LLC, is a hundred percent owned by Albert Jerry Sanders,
22 Junior, which is also a hundred percent owned by Hillcreek
23 Farms, LLC.

24 **THE COURT:** One more time. Palmetto --

25 **MS. BURNSIDE:** Palmetto Carolina Funding, LLC, is a

1 hundred percent owned by Albert Jerry Sanders, Junior,
2 who also owns a hundred percent of Hillcreek Farms, LLC.

3 **MR. WALTERS:** Your Honor, there's no evidence
4 that's presented before this Court to substantiate that.
5 They've known about the mortgage, they've known about
6 the mortgage all along, and they've refused to name an
7 interested party that should be before this Court. It's
8 all an attempt to keep Jerry Sanders from appearing
9 before this Court. They have the responsibility as the
10 Plaintiff -- and there's a statute that simply says a
11 real party in interest must be named no matter what. You
12 can't pick and choose the adjudication of a matter by
13 simply saying I know five of you have got to come to the
14 fight, but I only want to bring two of you and I think
15 the Court should give me relief. They're barred from
16 proceeding forward unless you invite all five parties
17 and they've known all along about this mortgage, they've
18 know all along that Jerry Sanders owned that particular
19 mortgage and they've known all along it's still
20 outstanding and they're asking for the title to be
21 quieted with regards to this property.

22 The MetLife mortgage, they haven't mentioned that,
23 but that mortgage is still outstanding on this property.
24 They've raised a lot of cane about BB&T and how could
25 they pay off a mortgage and proceed forward, but they're

1 picking and choosing the parties they want before the
2 Court to somehow get relief and I think the statutes
3 are clear that they cannot proceed forward unless all
4 interested parties are here and if it was unknown parties,
5 they have to appoint a guardian to protect those parties.
6 The relief they're requesting after being given an
7 opportunity to amend three, four different occasions
8 -- and if you read the pleadings that are before the
9 Court, those pleadings weren't amended because of some
10 type of answer that was filed by the Defendant, the
11 pleadings were amended over and over again because the
12 incorrect relief was requested.

13 The first step was they filed in magistrate's court.
14 They had no business there. The second step was they
15 filed in circuit court and they asked for a petition
16 for a writ of mandamus, which the Court said that is
17 inappropriate. We can't make a magistrate engage in a
18 writ of mandamus when he doesn't have jurisdiction. They
19 were then given a third opportunity to file. The last
20 time the -- the amendment was granted, we had appeared
21 and my client paid us to appear before Judge Keesley, the
22 jury was there and we said we're ready to go. The Court
23 said okay, you're not prepared, you're not ready. Because
24 they were asked on the record tell me what relief you
25 want because this complaint is not drafted properly. The

1 judge said well, I'll give you one more chance. They
2 were given one more chance and they asked for a quiet
3 title action. They served me with the papers, I filed
4 an answer, but in conducting our search we determined
5 what we've always known. They did not name all the
6 parties and it's not incumbent on my client to simply
7 tell the Plaintiff how to prepare their case.

8 There are three outstanding mortgages and the only
9 one that's made an appearance is Champion. The other
10 two, they are not before this Court, they are not named
11 as defendants, they have not consented to the Plaintiff
12 representing them, they're not in this room. And counsel
13 is saying let's proceed forward and the statute makes it
14 clear that a real party in interest has to be here and
15 their position has been all along in this litigation we
16 don't worry about it, it will stay with the property,
17 Your Honor, we don't have to worry about it.

18 There's been enough subterfuge and obfuscation
19 on the part of Jerry Sanders. That's clear in the
20 bankruptcy. I would ask that the Court stop it at this
21 time with regards to issuing an order without having all
22 of the parties before the Court. He stands before the
23 Court, and this is a court of equity, he has unclean
24 hands and he's asking for relief from this Court and
25 under the Doctrine of Unclean Hands if this is an action

1 in equity, the testimony that's been given is that
2 there's fraud that's being committed, mortgages are not
3 being revealed, property is not being disclosed and
4 there's information that's being provided that's
5 incongruent with the information that's put before the
6 Court today and counsel is standing before the Court and
7 they're telling you oh, I know who owns that mortgage,
8 but I deliberately did not name them in the pleadings but
9 I want you to go forward and give me some relief. And
10 if they ask for another continuance, our position is no.
11 My client has paid me to appear before this Court on
12 three different occasions and each time they were granted
13 the right to amend their pleadings over and over again
14 and here we are today, and we've been here all day,
15 and the bottom line is they did not name the proper
16 defendants.

17 **MS. BURNSIDE:** And, Your Honor, what he's leaving
18 out is the first two years of this case was submitted by
19 an attorney that no longer practices law, so I have not
20 had the case this entire time.

21 Also what he is leaving out is that who has unclean
22 hands is also Angie Stokes. She received money from a
23 reverse mortgage. She never paid for that property.

24 **MR. WALTERS:** Objection. The Hoogenboom case does
25 not allow you to focus on any defects with regards to

1 the Defendant. They must prove the superiority of their
2 title based on what they present in their paperwork and
3 Hoogenboom's clear you cannot rely on any defect with
4 regards to the Defendant.

5 **MS. BURNSIDE:** Well, you brought up unclean hands
6 and I wanted to point out that it doesn't seem like from
7 the testimony anybody has unclean hands.

8 **THE COURT:** All right. Well, I will take a look at
9 all of this. I'm not sure how soon it will be because I
10 have a day full of motions tomorrow and another trial on
11 Wednesday and another full day on Thursday, so I will
12 try to -- on top of the fact that I am chief admin in
13 Richland, so I have a stack of stuff to get to, but it
14 will be hopefully within the next couple of weeks that
15 I will be able to get you-all an order regarding this
16 case.

17 And I have -- I'm gonna ask -- we'll get a copy of
18 -- I think I have a copy of the expert documents. We'll
19 get a copy of all of the exhibits so I will not be
20 confused. I believe this is -- these two exhibits belong
21 to the Plaintiff -- or these are not exhibits. They were
22 handed up, but they were not entered into evidence, so I
23 will hand those back. And I'm not sure what this is. Oh,
24 this is the motion -- a copy of the order for the motion
25 for summary judgment.

1 And, like I said, hopefully it will be -- I'll be
2 able to get you-all some -- an order within the next
3 couple of weeks as soon as I have a chance to look
4 through everything, all right?

5 Thank you.

6 **MS. BURNSIDE:** Thank you, Your Honor.

7 **MR. WALTERS:** Thank you, Your Honor.

8 (Whereupon, the proceedings were concluded at
9 5:17 PM.)

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C E R T I F I C A T E

I, Stacy S. Johnson, Official Court Reporter
for the Eleventh Judicial Circuit of the State of South
Carolina, do hereby certify that the foregoing is a true,
accurate and complete transcript of record of all the
proceedings had and the evidence introduced in the trial
of the captioned case in Circuit Court on the 27th day of
February, 2017.

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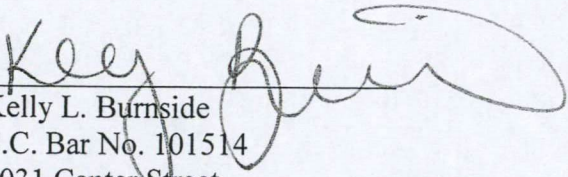
I do further certify that I am neither of kin,
counsel, nor have an interest to any party hereto.

August 29, 2018

ISI Stacy S. Johnson
STACY S. JOHNSON
CIRCUIT COURT REPORTER

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.


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April 2, 2019

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