

The South Carolina Court of Appeals.

RE: Wanda McClendon v Brenda Budge

Appellate case no. 2020-001305

RECEIVED

To The Clerk of Court.

JAN 25 2021

SC Court of Appeals

The file attached says Judge Simmons still plans to sale my properties I have in the court of appeals.

Does the Court of appeals stop this motion to sell or not.

If it does not then why am I here. If I am going to lease my properties any way.

I knew nothing of this motion to move forward until I got the email.

Kind regards  
Wanda  
McClendon



location and tax map number in the Contract to Buy and Sell Real Property, a copy of this contract was attached to Defendants' Motion as part of Exhibit A. By way of an Order dated June 18, 2020, the Plaintiff was ordered to sign and fully execute any and all necessary documents to ratify the Contract to Buy and Sell Real Estate within 48 hours of the issuance of the Order. When Plaintiff failed to sign the Contract, I did.

On August 6, 2020, the Defendants filed a Notice of Motion and Motion to Extend the Sales Contract and Motion to Allow this Court to Execute the Closing Documents. At the hearing on Defendants' Motion, the Plaintiff presented a new contract to the Court that involved three out of the eight disputed properties in this action, and Plaintiff asked the Court to accept this new contract in lieu of the previous contract. I declined to accept Plaintiff's most recent contract based on the lateness of the offer and the fact that the new contract involves fewer parcels for less money than the original contract referenced above. In my Order dated September 2, 2020, I ordered the closing attorney present to me and the parties an amended contract to extend the closing date on the subject properties to November 8, 2020, and I directed that the Court may sign for the seller at closing if Plaintiff continued to refuse to participate in the sale of these properties. I further ordered that any parcels that had not been sold or under contract by October 1, 2020 shall be sold at the November court sale.

#### **STATUS OF CLOSING**

According to the representations made to me by counsel for the parties, lending has been secured, and the buyer is ready to close as soon as possible. The parties informed the court that the lender is trying to assess and resolve issues involving mobile homes located on one or more of the parcels prior to fully funding the closing. Ryan McCarty, attorney for the Defendants, requested that the buyer and lender be permitted to continue to work to finalize the closing, and

requested an Order from this Court allowing additional time for the closing to occur. Mr. Southerlin aptly represented his client in these discussions, but he did not have her express authority to consent to Mr. McCarty's request.

After reviewing the pleadings and procedural history in this case, hearing the arguments of counsel and the parties, I find that Mr. McCarty's request for an extension of time to close is reasonable given the circumstances.

**THEREFORE, I FIND:**

1. The Contract to Buy and Sale Real Property signed by me, and its subsequent extension of the closing date in its terms, is hereby extended to December 31, 2020.

2. To the extent that there are any questions or issues about any mobile homes located on the properties, I find that the mobile homes are specifically excluded from this contract, and at this late stage in this process, I decline to resolve those issues in this proceeding. The parties, including the buyer, lender, or any other party in interest, may seek to resolve any issues involving the mobile homes located on these properties through a separate legal proceeding.

3. If the properties identified in the Contract to Buy and Sale Real Property subject of this action are not closed upon on or before December 31, 2020 with proof of the closure delivered to this Court before 5:00 pm on December 31, 2020, I order and direct that these properties and the other remaining properties identified in Plaintiff's partition action are to be sold by this Court at the February 2021 sale after publication of the sale in the Greenville News.

**IT IS SO ORDERED.**

**ELECTRONIC SIGNATURE PAGE TO FOLLOW**



Greenville Common Pleas

**Case Caption:** Wanda McClendon vs. Brenda Bridges , defendant, et al

**Case Number:** 2018CP2306301

**Type:** Master/Order/Other

And It Is So Ordered!

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

Electronically signed on 2020-12-17 09:50:12 page 4 of 4

Name  
Address  
City



Wanda & Anthony Meclendon  
241 Mush Creek Rd.  
Travellers Rest, SC 29690

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JAN 25 2021

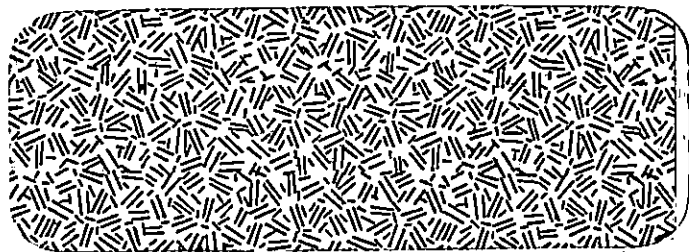
SC Court of Appeals



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South Carolina Court of Appeals

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