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SC Court of Appeals

STATE OF SOUTH CAROLINA)
)
 COUNTY OF COLLETON)
)
 Nathan M. Pinckney a/k/a Nathan Rhodes,)
)
 Plaintiffs,)
)
 vs.)
)
 Alexander Wright,)
)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 FOR THE 14th JUDICIAL CIRCUIT
 CASE NO: 2019-CP-15-00611

SPECIAL REFEREE'S FINAL ORDER AND DECREE AND JUDGMENT

Pursuant to an Consent Order of Reference issued in accordance with Rule 53, SCRCPP, the above-entitled breach and specific performance of real estate contract and indenture agreement action was referred with finality to Benjamin C.P. Sapp, the undersigned Special Referee, to make appropriate findings of fact and conclusions of law with authority to enter a final judgment, decree, and order in this case with any appeal therefrom to be filed direct with the South Carolina Supreme Court or the South Carolina Court of Appeals.

A final reference hearing on the merits was held and conducted in this matter on February 11, 2021, at 2:00 p.m., before Benjamin C.P. Sapp, as the duly appointed Special Referee, at the law firm of E.W. Bennett, Jr., Esquire located at 148 S. Jefferies Boulevard, Walterboro, S.C. 29488; and present at such hearing were the Plaintiff, Nathan M. Pinckney a/k/a Nathan Rhodes, along with his attorney herein, E.W. Bennett, Jr., Esquire. Also present at such hearing was the Court Appointed Surveyor in this case, Gary Stroble, South Carolina Professional Land Surveyor who testified at such hearing concerning the surveying work he performed of the with respect to the below-described real estate that is the subject matter of this lawsuit and as to the purposed Division Plat that he prepared in regard thereto pursuant to and in accordance with the terms and conditions of the Indenture Agreement entered into on 6/2/1999 and executed by all parties hereto on 6/3/1999. Neither the Defendant, Alexander Wright, nor anyone on his behalf, was present at the reference hearing for the purpose of contesting such proceedings. The sworn testimony under oath was then taken by this Court from the witnesses in this matter being the Plaintiff, Nathan M. Pinckney a/k/a Nathan Rhodes, and also Gary Stroble, R.L.S., as the Court Appointed Surveyor in this case, and all relevant

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documents and exhibits were introduced and received into evidence at such reference without objection and from and based on such sworn such testimony and evidence, I find as a matter of salient fact, as follows:

FINDINGS OF FACT

1. That the Plaintiff, Nathan M. Pinckney a/k/a Nathan Rhodes, is a citizen and resident and domicile of Colleton County, South Carolina.
2. That the Defendant, Alexander Wright, is a citizen and resident and domicile of Colleton County, South Carolina, where he now lives and resides at 1659 Featherbed Road, Round O, SC 29474; and the above-named Defendant is not now enlisted or actively serving in any branch of the United States Military Service.
3. The Plaintiff's Lis Pendens was filed herein on August 9, 2019.
4. The Plaintiff's Summons and Complaint were filed herein on August 9, 2019.
5. Personal service of Plaintiff's Summons, Complaint, and Lis Pendens was made upon the Defendant, Alexander Wright, at 1659 Featherbed Road, Walterboro, S.C. 29488 by Private Process Server, Mary Fisk, on August 10, 2019, as is shown and reflected by the Affidavit of Service filed herein on August 13, 2019.
6. An Answer to the Plaintiff's Complaint was filed with the Colleton County Clerk of Court's Office on October 23, 2020 by Paul N. Siegel, Esquire for and on behalf of the Defendant, Alexander Wright, but prior to the reference hearing being held and conducted in this matter, Paul N. Siegel, Esquire filed a Motion to be Relieved as Legal Counsel in this case and his Motion was granted without any objections.
7. The Defendant, Alexander Wright, is not in the U.S. Military Service or protected under the Soldiers' & Sailors' Civil Relief Act of 1940.
8. The Plaintiff, Lewis Rhodes, died intestate on January 2, 2020 leaving as his sole surviving heir-at-law his brother, Nathan M. Pinckney a/k/a Nathan Rhodes, and based on such the Plaintiff, Nathan M. Pinckney a/k/a Nathan Rhodes, filed a Motion to Change the Case Caption with the Clerk of this Court on 10/2/2020.
9. The Plaintiff, Nathan M. Pinckney a/k/a Nathan Rhodes, filed a Motion to Appoint a Licensed Surveyor to Prepare a Division Plat of Subject Real Estate in Accordance with Indenture Agreement with the Clerk of this Court on 10/2/2020.

10. A Consent Order Appointing Gary Stroble, a Licensed Surveyor, to Prepare a Division Plat of Subject Real Estate in Accordance with Indenture Agreement and Changing Case Caption in this Case was issued and entered by Benjamin C.P. Sapp, as the Special Referee, and filed with the Clerk of this Court on 10/19/2020.

11. The Defendant, Alexander Wright, did not attend or contest the final reference hearing on the merits held and conducted herein on February 11, 2021 at 2:00 p.m. before Benjamin C.P. Sapp, as the duly appointed Special Referee, and as a result of the failure of the Defendant, Alexander Wright, or anyone else on his behalf to attend such reference hearing he was placed in default in this matter by the undersigned Special Referee. The Defendant, Alexander Wright, was duly and properly and timely notified in advance by the Plaintiff of the date, time and place of the within reference hearing as shown and reflected by the Notice of Reference Hearing With Finality dated 1/22/2021 and served upon all parties hereto by mail on 1/22/2021 and filed herein on 2/11/2021.

12. That the Plaintiff, Nathan M. Pinckney a/k/a Nathan Rhodes, and the now Deceased, Lewis Rhodes, entered into an **Indenture Agreement** with the Defendant, Alexander Wright, on 6/2/1999 and executed by all parties hereto on 6/3/1999 in regard to the below-described real estate situate in Colleton County, South Carolina, as referenced therein and thereunder with such property being the subject matter of this lawsuit.

13. That the aforesaid "**Indenture Agreement**" which was made and concluded and entered into on 6/2/1999 and executed on 6/3/1999 by and between the Plaintiff, Nathan M. Pinckney a/k/a Nathan Rhodes, and the now Deceased, Lewis Rhodes, on the one hand, and the Defendant, Alexander Wright, on the other hand, concerns and pertains and relates to and constitutes an indenture upon and running with certain real estate situate in Colleton County, South Carolina and being the subject matter of the within breach and specific performance of contract action and being more fully described, as follows:

Description of Subject Real Estate:

All that certain piece or parcel or tract or lot of land containing 2.08 acres, more or less, together with all buildings and improvements thereon, situate and lying and being in Colleton County, South Carolina, on the western side of Featherbed Road about 2.5 miles north of Neyles Crossroads, and being more fully described on and by reference being craved to a Plat of 2.08 acres prepared for Sally Rhodes by J.N. Frank, R.L.S. No. 263, dated 10/30/1969 and recorded on 2/19/1970 with the Colleton County Clerk of Court's Office in Plat Book 12, at

Page 195 (Slide 246) and being more fully described in accordance with such aforesaid Plat, as follows: On the North by lands now or formerly of Fred Simmons for a distance of Three Hundred Twenty-Three (323.0') feet; On the East by the right-of-way of Featherbed Road (SC Secondary Road No. S-15-199) for a distance of Three Hundred Thirty-Four and two tenths (334.2') feet; On the South by right-of-way of a dirt road separating this tract of land from lands now or formerly of Joe Chaplin for a distance of Two Hundred Seventy-Seven (277.0') feet; and on the West by lands now or formerly of Fred Simmons for a distance of Two Hundred Sixty-Four and four tenths (264.4') feet; and with all of the aforesaid distances and areas being more or less and containing all fixtures and improvements thereon.

BEING the same real estate conveyed to Alexander Wright by a Deed from Nathan Rhodes and Lewis Rhodes dated June 2, 1999 and recorded on August 31, 1999 with the Colleton County Clerk of Court's Office in Deed Book 874, at Page 270; and being the same real estate previously transferred and conveyed and released unto Nathan Rhodes and Lewis Rhodes by a Deed of Distribution from Nathan Rhodes, as the Personal Representative of the Estate of Sally Mae Rhodes, dated 6/2/1999 and recorded on 8/31/1999 with the Colleton County Clerk of Court's Office in Deed Book 874, at Page 267, pursuant to and in accordance with the terms and conditions of a "Private Agreement Among Successors" (See Section 62-3-912 of the 1976 SC Code of Laws) dated April 29, 1999 and filed on May 20, 1999 in the Estate of Sally Mae Rhodes that was administered with the Colleton County Probate Court at Estate Case File No. 97-ES-15-00166; and being the same property owned in fee-simple absolute by Sally Mae Rhodes at the time of her intestate death on July 18, 1997 as previously inherited by Sally Mae Rhodes upon the testate death of her late father, Solomon Rhodes, as devised unto Sally Mae Rhodes by and under the provisions of the Last Will and Testament of Solomon Rhodes filed and recorded with the Colleton County Probate Court in Will Book 6, at Page 180.

TMS NO: 197-00-00-013 (2.00+- acres)

PROPERTY ADDRESS: 1959 Featherbed Road, Round O, SC 29474

14. That pursuant to the terms and conditions of the aforesaid "Indenture Agreement" which was made and concluded and entered into on 6/2/1999 and executed on 6/3/1999 by and between the Plaintiff and the Defendant the above-described real estate was surveyed by Gary Stroble, as the duly appointed South Carolina Registered Licensed Surveyor for the purpose of conducting a survey of the subject 2.08 acre tract of land being designated as Colleton County TMS No. 197-00-00-013 and also for the preparation of a Division Plat in regard thereto for the within Plaintiff and the above-named Defendant pursuant to and in accordance with and as required by and under the terms and conditions and provisions of their above-referenced Indenture Agreement entered into by the parties hereto on or around 6/3/1999.

15. The aforesaid **"Indenture Agreement"** entered into on 6/2/1999 and executed on 6/3/1999 contains certain special conditions and stipulations under Item No. 1 thereof and it was mutually agreed and understood by and between the within Plaintiff and the above-named Defendant that they would after the recording of the Deed in the name of Alexander Wright physically move a fence that was in existence in June of 1999 encircling the dwelling house that was then situate upon the subject 2.08 acre parcel of land with a property address of 1959 Featherbed Road, Round O, SC 29474 with such new fence to be located along designated points further away from the dwelling house as previously agreed to and stipulated by and between the Plaintiffs herein and the above-named Defendant.

16. The aforesaid **"Indenture Agreement"** entered into on 6/2/1999 and executed on 6/3/1999 contains certain special conditions and stipulations under Item No. 2 thereof and it was mutually agreed and understood by and between the within Plaintiff and the above-named Defendant that when the Defendant, Alexander Wright, had fully paid and satisfied and discharged his Loan Debt owed to First Federal as evidenced by his Mortgage unto and in favor of First Federal dated 6/2/1999 in the principal amount of \$25,369.12 and encumbering the above-described subject real estate and being recorded on 8/31/1999 in Colleton County Mortgage Book 845, at Page 139, then at such time it was mutually agreed therein and thereunder that the above-named Defendant and the Plaintiff herein would jointly hire a Surveyor and that each party hereto would pay one-third (1/3rd) of the total fees and costs charged by such Surveyor to prepare a division Plat dividing the above-described 2.08 acre tract of land into two (2) separate and distinct parcels of land by using as the designated boundary line for the purpose of separating the Plaintiff land from the Defendant's land the new fence line as delineated by the new fence that was agreed to be installed by the parties hereto upon the subject property and premises further away from the dwelling house, and with the property, including the dwelling house, located inside the new fence line to belong to and to be kept and retained by the Defendant, Alexander Wright, as his sole and absolute property, and with all of the property located outside of such new fence line to belong to and to be conveyed in fee-simple in accordance with the aforesaid division plat unto the Plaintiff, Nathan M. Pinckney a/k/a Nathan Rhodes, and the now Deceased, Lewis Rhodes, free and clear of any and all liens and encumbrances thereon, by the due and proper execution and recording of a Deed thereto from the Defendant, Alexander Wright.

17. The aforesaid "**Indenture Agreement**" entered into on 6/2/1999 and executed on 6/3/1999 contains certain special conditions and stipulations under Item No. 3 thereof and it was mutually agreed and understood by and between the Plaintiff herein and the above-named Defendant that they would in the future have prepared and exchange with each other at their own individual cost and expense all necessary partition deeds at such time as required to effect and consummate a partition-in-kind of the above-described 2.08 acre tract of land into two (2) separate and distinct parcels of land in accordance with the new division plat to be prepared by a Surveyor in regard thereto as required by and under the provisions of the aforesaid Indenture Agreement.

18. That the aforesaid First Federal Mortgage dated 6/2/1999 in the principal amount of \$25,369.12 and the loan debt secured thereby was thereafter fully paid and discharged on 1/8/2002 and satisfied of public record in Colleton County on 3/4/2002 as shown and reflected by the **Satisfaction of Mortgage** dated 1/8/2002 and recorded on 3/4/2002 in Colleton County M.R.E. Book 989, at Page 224.

19. That after paying off and discharging on 1/8/2002 and satisfying of public record in Colleton County on 3/4/2002 the above-referenced First Federal Mortgage dated 6/2/1999 in the principal amount of \$25,369.12 and the loan debt secured thereby, the Defendant, Alexander Wright, then encumbered the above-described real estate that is the subject matter of this lawsuit with another First Federal Mortgage and Lien in the higher principal amount of \$38,700.00 dated 1/8/2002 and recorded on 10/16/2002 with the Colleton County Clerk of Court's Office in Record Book 1037, at Page 302, which constituted a material and serious and willful and intentional breach and violation by and on the part of the above-named Defendant of the terms and conditions and requirements of the aforesaid Indenture Agreement entered into on 6/2/1999 and executed on 6/3/1999 by all parties hereto; and this aforesaid First Federal Mortgage dated 1/8/2002 in the principal amount of \$38,700.00 and the loan debt secured thereby was fully paid and discharged by the above-named Defendant on 1/22/2019 from the insurance proceeds he received when the brick dwelling house located at 1959 Featherbed Road, Round O, SC 29474 burned down in December of 2018 while it was being rented by such Defendant to the Plaintiffs' niece, Rhoda Council, and the aforesaid First Federal Mortgage dated 1/8/2002 was satisfied of public record in Colleton County on 1/23/2019 as shown and reflected by the **Mortgage Satisfaction** dated 1/22/2019 and recorded on 1/23/2019 with Colleton County Register of Deeds Office in Record Book 2710, at Page 218.

20. That even though both of the above-referenced First Federal Mortgages encumbering the above-described subject 2.08 acre parcel of land and the Loan Debts secured by such Mortgages were previously paid in full by the Defendant, Alexander Wright, and discharged and satisfied of public record in Colleton County on 3/4/2002 and on 1/23/2019, respectively, the above-named Defendant thereafter refused and continues to refuse for no just cause or reason to cooperate with the above-named Plaintiff in any manner or fashion whatsoever or engage in the process of hiring a licensed surveyor to prepare a division plat dividing the above-described subject 2.08 acre tract of land into two (2) separate and distinct parcels of land for the purpose of having an appropriate partition deed prepared for execution by such Defendant and issued unto the within Plaintiffs as Grantees in accordance with such division plat and to be recorded in order to divide and partition in-kind the above-described subject real estate between the Plaintiff herein and the above-named Defendant as required pursuant and in accordance and compliance with the terms and conditions and provisions and requirements of their aforesaid Indenture Agreement entered into on 6/2/1999 and executed on 6/3/1999, all of which aforesaid acts and conduct and omissions by and on the part of the above-named constitutes material and willful and intentional breaches and violations on the part of the above-named Defendant of the terms and conditions and requirements of the aforesaid Indenture Agreement executed on 6/3/1999 that are ongoing and continuous in nature.

21. That the Defendant, Alexander Wright, previously filed on 10/27/2016 with the Colleton County Magistrates Court at Civil Case No. 2016-CV-15-1010-1455 against the Plaintiff, Nathan M. Pinckney a/k/a Nathan Rhodes, an Application of Ejectment as to 1959 Featherbed Road, Round O, SC 29474 and the "Cabin behind Brick House", as a result of which a Rule to Vacate or Show Cause was issued on 10/28/2016 by Colleton County Magistrate Kenneth A. Campbell, Jr., and this Eviction and Ejectment Action as filed by the Defendant, Alexander Wright, was thereafter dismissed on 11/23/2016 by Colleton County Magistrate Reaves McLeod by the granting of the Rule 12(B)(1) Motion to Dismiss for Lack of Jurisdiction filed by the Plaintiff, Nathan M. Pinckney a/k/a Nathan Rhodes, based on the terms and conditions and provisions of the aforesaid "**Indenture Agreement**" entered into on 6/2/1999 and executed by all of the parties hereto on 6/3/1999; and the filing and prosecution of the above-referenced eviction and ejectment action in the Colleton County Magistrate's Court by the Defendant, Alexander Wright, constituted a material breach and a serious violation by and on the part of such above-named Defendant of the terms and conditions and

requirements of the aforesaid **"Indenture Agreement"** entered into on 6/2/1999 and executed by all of the parties hereto on 6/3/1999.

22. That the Defendant, Alexander Wright, during the Spring of 2019, without consulting with the Plaintiff or a licensed surveyor in regard thereto, had a new fence installed and placed around the entire perimeter of the above-described subject 2.08 acre parcel of land essentially blocking and hindering the Plaintiff access and right-of-entry and ingress and egress to and from the rear portion of the property belonging to such Plaintiffs located on the western most portion of the above-described subject 2.08 parcel of land which was in direct violation of the terms and conditions and provisions and requirements of the aforesaid **"Indenture Agreement"** entered into on 6/2/1999 and executed on 6/3/1999 by all of the parties hereto and constituting a material and willful and intentional breach thereof by and on the part of the above-named Defendant in malicious and bad-faith derogation of the property rights and interests of the within Plaintiff thereunder.

23. That the terms and conditions and requirements of the aforesaid **"Indenture Agreement"** entered into on 6/2/1999 and executed on 6/3/1999 by all of the parties hereto have been materially breached and broken and violated by the Defendant, Alexander Wright, who is now in default thereunder and in breach and violation thereof by his continuing willful and intentional failure and refusal, without any just cause or reason, to comply with the terms and conditions and requirements thereof as shown and reflected herein above, even after the Plaintiff herein have made several timely oral and written requests and demands of the above-named Defendant to do so.

24. That at all times mentioned herein and hereunder, the Plaintiff, Nathan M. Pinckney a/k/a Nathan Rhodes, was and have been and still are ready and willing and able to duly and promptly and timely and satisfactorily perform and diligently fulfill in good faith all of their duties and obligations and responsibilities as required under the terms and conditions and provisions of the aforesaid **"Indenture Agreement"** entered into on 6/2/1999 and executed on 6/3/1999 by all of the parties hereto with respect to the above-described subject real estate.

25. That due to and as a result of the terms and conditions and requirements of the aforesaid **"Indenture Agreement"** entered into on 6/2/1999 and executed on 6/3/1999 by all of the parties hereto having been heretofore materially breached and substantially broken and violated by the Defendant, Alexander Wright, as more fully stated and set forth and described herein above, the above-named Plaintiff is informed and believe that they are now accordingly entitled as a matter of

law to be granted and awarded certain equitable remedies and relief by this Court concerning and pertaining and relating to the above-described real estate that is the subject matter of this lawsuit; and on such basis the above-named Plaintiff do hereby now elect to seek the equitable remedy of specific performance in this case in regard to the performance of such aforesaid defaulted "**Indenture Agreement**" by and on the part of the Defendant, Alexander Wright, and in so doing, the above-named Plaintiff hereby request that this Court declare and adjudge the Defendant, Alexander Wright, to be the sole party in default under and with respect to such aforesaid "**Indenture Agreement**" and issue and enter a Final Order and Decree and Judgment of Specific Performance in regard thereto unto and in favor of the Plaintiff herein and against the Defendant, Alexander Wright, requiring and directing and compelling the above-named Defendant to specifically perform all of his duties and obligations owed unto the within Plaintiff under and pursuant to and in accordance with all of the terms and conditions and provisions and requirements of their aforesaid "**Indenture Agreement**", entered into on 6/2/1999 and executed on 6/3/1999 by all of the parties hereto and governing and controlling as aspects of the final distribution and division of the above-described 2.08 acre parcel of land that is the subject matter of this lawsuit.

26. That the above-described subject real estate was at the time of the filing of the Lis Pendens herein free and clear of any and all liens and encumbrances.

CONCLUSIONS OF LAW

Based on the aforesaid Findings of Fact, I hereby conclude as a matter of law, as follows:

1. That venue of this specific performance of contract action is proper in Colleton County, S.C., where the subject real estate is located; and this Court is vested with proper jurisdiction over the subject matter hereof and the parties hereto. (Legal Authority: Section 15-7-10(1), 1976 S.C. Code of Laws and Truck South, Inc. -vs- Patel 528 S.E.2d 424, 339 S.C. 40, (2000, S.C. Sup. Ct.).
2. That the Defendant, Alexander Wright, is in default in regard to this case by his failure to appear at or to participate in or contest the reference hearing held in this matter on 2/11/2021.
3. That the "**Indenture Agreement**", entered into on 6/2/1999 and executed on 6/3/1999 contains clear, definite, and unambiguous terms and conditions, and is fair, reasonable, and equitable, and was freely, knowingly, voluntarily, and properly executed and entered into by the Plaintiff and the Defendant based on good, adequate, and sufficient consideration; and it thus constitutes a valid and enforceable Contract. (Legal Authority: Mullins -vs- Benton, 419 S.E.2d 838, 309 S.C. 85, (1992, S.C. Ct. App.).

4. That the terms and conditions of the aforesaid "Indenture Agreement" have been substantially breached and materially broken by the Defendant, Alexander Wright; and the Plaintiff have given the Defendant all proper written notices of default as required by the "Indenture Agreement" and under S.C. Law concerning the Defendant's opportunity to cure his default and to meet his obligations to perform under such "Indenture Agreement". (Legal Authority: Hammond -vs- Tilghman Lakes, Inc., 367 S.E.2d 446, 295 S.C. 152 (1988, S.C. Ct. App.).

5. That the Defendant is the sole party in default in regard to the performance of the aforesaid "Indenture Agreement" based on his material breach of the terms and conditions thereof; and Plaintiff is thus now entitled to be granted and awarded the equitable relief and remedy of specific performance in regard to the acquisition of the above-described real estate which is the subject of such Contract and this lawsuit. (Legal Authority: Stern & Stern Associates -vs- Timmons, 423 S.E.2d 124, 310 S.C. 250 (1992, S.C. Sup. Ct.).

Now, therefore, based on the aforesaid Findings of Fact and Conclusions of Law;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, AS FOLLOWS:

1. A final decree and judgment for specific performance of the "Indenture Agreement" entered into on 6/2/1999 and executed on 6/3/1999 between the parties hereto in regard to the above-described subject real estate is hereby granted and entered unto and in favor of the Plaintiff and against the above-named Defendant.

2. That Gary Stroble, the duly appointed South Carolina Registered Licensed Surveyor, is authorized to complete and finalize his survey and Division Plat of the above-described subject 2.08 acre tract of land being designated as Colleton County TMS No. 197-00-00-013 consistent with the preliminary proposed Division Plat thereof prepared by Gary Stroble, R.L.S. No. 9323 and introduced as a Court Exhibit into evidence at the reference hearing held in this matter on February 11, 2021; and Gary Stroble is hereby authorized and directed by this Court to prepare a final Division Plat of the above-described subject real estate for the purpose of being approved by the Colleton County Planning Commission and duly recorded with the Colleton County register of Deeds Office so that Confirmatory Court Deeds of Division can be issued to both the Plaintiff, Nathan M. Pinckney a/k/a Nathan Rhodes, and the Defendant, Alexander Wright, as the Grantees, consistent with such aforesaid final Division Plat, as required by and under the terms and conditions and provisions of their above-referenced Indenture Agreement, executed by the parties hereto on

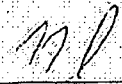
6/3/1999.

3. That the Defendant, Alexander Wright, is ordered to reimburse the total sum of \$250.00 unto the Plaintiff, Nathan M. Pinckney a/k/a Nathan Rhodes, which represents one-third (1/3) of the \$750.00 survey fees charged by Gary Stroble, the duly appointed South Carolina Registered Licensed Surveyor.

4. That Confirmatory Court Deeds of Division shall be issued unto the Plaintiff, Nathan M. Pinckney a/k/a Nathan Rhodes, and unto the Defendant, Alexander Wright, at their respective and equal costs and expenses associated therewith as appropriate in order to transfer and convey to each party hereto fee-simple title and ownership in and to the portion of the above-described subject real estate that lawfully belongs to such party hereto as shall be shown and reflected and described and delineated on and by the Division Plat of the subject property and premises to be prepared by in this matter pursuant to and in accordance with the terms and conditions and requirements of the aforesaid **"Indenture Agreement"** as entered into on 6/2/1999 by and between the Plaintiff herein and the above-named Defendant and as executed by all of the parties hereto on 6/3/1999.

5. The undersigned Special Referee shall upon the entry and filing of this Final Order and Decree issue and direct in writing the Colleton County Clerk of Court to release, satisfy, cancel, and discharge of record the Lis Pendens filed by the Plaintiff in this case on 8/9/2019.

AND IT IS SO ORDERED, ADJUDGED, AND DECREED.



Benjamin C.P. Sapp, Special Referee

Dated: March 9, 2021.

At: Walterboro, South Carolina.

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