

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

**RECEIVED**

APPEAL FROM KERSHAW COUNTY  
Circuit Court

JUN 11 2021

**SC Court of Appeals**

The Honorable Robert E. Hood  
Circuit Court Judge

Case No.: 2019-001929

In the Matter of:  
Almeter B. Robinson  
(Decedent)

Laverne Robinson..... Appellant,

v.

Martha Ann Robinson Aiken, Martha Ann Robinson Aiken as Trustee,  
Ronnie Randolph Robinson, Almeter Robinson Harrison and  
Mary Alice Robinson Green ..... Respondents,

---

**THE RECORD ON APPEAL**

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Other Counsel of Record:

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Appellant Laverne Robinson submits the following to be included in the Record on Appeal:

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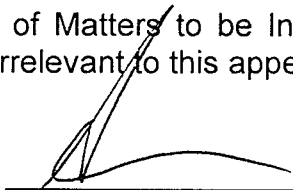
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I certify that the foregoing Designation of Matters to be Included in the Record on Appeal contains no matter which is irrelevant to this appeal.


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June 10, 2021  
 Columbia, South Carolina

FILED 2018 APR 24 10 48 AM KERSHAW COUNTY CLERK S.C. CASE# 2017-ES-28-00106

STATE OF SOUTH CAROLINA )  
COUNTY OF KERSHAW )

IN THE PROBATE COURT  
CASE NO.: 2017-ES-28-00106

Laverne Robinson, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Martha Ann Robinson Aiken, Martha Ann )  
Robinson Aiken as Trustee, Ronnie Randolph )  
Robinson, Almeter Patricia Robinson Harrison and )  
Mary Alice Robinson Green, )  
 )  
Defendants. )

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2018 APR 24 PM 4:32  
Moultrie B. Burns  
PROBATE CLERK  
KERSHAW COUNTY S.C.

AMENDED  
ORDER GRANTING  
MOTION FOR  
SUMMARY JUDGMENT

This matter came before me on the Motion for Summary Judgment filed by Defendants on October 9, 2018. A hearing was held on November 13, 2018, attended by Leonard R. Jordan, Jr., Attorney for Defendants, Martha Ann Robinson Aiken and Martha Ann Robinson Aiken as Trustee; Moultrie B. Burns, Attorney for Defendants, Ronnie Randolph Robinson, Almeter Patricia Robinson Harrison and Mary Alice Robinson Green; and John W. Wells, Attorney for Plaintiff.

The Motion was accompanied by: (1) an Affidavit of Martha Ann Robinson Aiken in Support of Defendant's Motion for Summary Judgment; (2) an Affidavit of Ronnie Randolph Robinson in Support of Defendant's Motion for Summary Judgment; and (3) an Affidavit of Chover Baskin.

I find that no Affidavit in opposition to the Motion was filed by or on behalf of Plaintiff.<sup>1</sup>


<sup>1</sup> As provided in Rule 56(e), SCRPC, "... [w]hen a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If he does not so respond, summary judgment, if appropriate, shall be entered against him."

After considering the Affidavits and the arguments of counsel, I further find that there are no genuine issues of material fact, which would compel the Court to deny the Motion.

WHEREFORE, it is

ORDERED that the Motion for Summary Judgment be, and it is hereby, GRANTED and the suit is hereby dismissed with prejudice.

AND IT IS SO ORDERED.

  
\_\_\_\_\_  
Debra B. Branham  
Kershaw County Probate Judge

Camden, South Carolina  
April 24, 2019

ELECTRONICALLY FILED 2019 APR 29 2:32 PM MCKENNA W.C. QUINN JR. CLERK OF SUPERIOR COURT KERSHAW COUNTY SOUTH CAROLINA

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF KERSHAW )

IN THE CIRCUIT COURT  
(Appeal from Probate Court for  
Kershaw County: 2017-ES-28-00106)

IN THE MATTER OF: )  
Almeter B. Robinson )  
(Decedent) )  
 )  
Laverne Robinson, )  
 )  
 )  
Appellant, )  
 )  
vs. )  
 )  
Martha Ann Robinson Aiken, Martha Ann )  
Robinson as Trustee, Ronnie Randolph Robinson, )  
Almeter Robinson Harrison and Mary Alice )  
Robinson Green, )  
 )  
Respondents. )  
\_\_\_\_\_ )

CASE NO.: 2019-CP-28-00463

**ORDER AFFIRMING PROBATE  
COURT ORDER**

This matter came before me on the Notice of Intent to Appeal to Circuit Court filed on April 26, 2019. A hearing was held on September 23, 2019, attended by William L. Pyatt, Attorney for Appellant, Leonard R. Jordan, Jr., Attorney for Respondents, Martha Ann Robinson Aiken and Martha Ann Robinson Aiken as Trustee; and Moultrie B. Burns, Attorney for Respondents, Ronnie Randolph Robinson, Almeter Patricia Robinson Harrison and Mary Alice Robinson Green.

This appeal is from an Amended Order Granting Motion for Summary Judgment issued by the Honorable Debra B. Branham, Kershaw County Probate Judge, which was filed on April 24, 2019. The said Order granted Respondents' Motion for Summary Judgment and dismissed this suit with prejudice.

Judge Branham only made two findings in said Order, to wit: (1) "no Affidavit in opposition of the Motion was filed by or on behalf of Plaintiff;" and (2) "there are no genuine

issues of material fact, which would compel the court to deny the Motion.”

The Order made no specific findings of fact, and there was no Motion under Rule 59(e) of the South Carolina Rules of Civil Procedure (SCRPC) to preserve any such matters for appeal. *Shirley's Iron Works, Inc. v. City of Union*, 397 S.C. 584, 598, 726 S.E.2d 208, 215 (Ct.App. 2010); affirmed in part, reversed in part, and remanded at 403 S.C. 560 (2013) (“Error preservation requirements are intended to enable the lower court to rule properly after it has considered all relevant facts, law, and arguments . . . It is axiomatic that for an issue to be preserved for appeal, it must be raised to and ruled upon by the trial court . . . When an issue or argument has been raised to but not ruled upon by the trial court, a party must file a Rule 59(e), SCRPC, motion to preserve the issue for appeal.”)

Due to Appellant’s failure to defend against Respondents’ Motion by serving an Affidavit, with specific facts showing there is a genuine issue for trial, the lower court had no information before it with which to conclude that the Motion should not be granted. In that regard, Appellant failed to comply with Rule 56(c), SCRPC. *Regions Bank v. Schmauch*, 354 S.C. 648, 660, 582 S.E.2d 432, 438 (Ct.App 2003) (“Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent’s case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial.”)

Based upon the foregoing, I find that the appealed Order should be affirmed.

WHEREFORE, it is

ORDERED that the Amended Order Granting Motion for Summary Judgment, filed on April 26, 2016, be and it is hereby affirmed.

AND IT IS SO ORDERED.



Kershaw Common Pleas

**Case Caption:** Laverne Robinson VS Martha Ann Robinson Aiken , defendant, et al  
**Case Number:** 2019CP2800463  
**Type:** Order/Other

So Ordered

s/ R.E. Hood #2164

Electronically signed on 2019-10-02 17:06:48 page 3 of 3

ELECTRONICALLY FILED - 2019 Oct 03 8:48 AM - KERSHAW - COMMON PLEAS - CASE#2019CP2800463

000005

STATE OF SOUTH CAROLINA  
COUNTY OF Kershaw  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP2800463

Laverne Robinson  
PLAINTIFF(S)

Martha Ann Robinson Aiken et al  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  
 Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

Defendant's Motion to Reconsider is denied.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 10/22/2019 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2019 Oct 22 1:59 PM - KERSHAW - COMMON PLEAS - CASE#2019CP2800463

980036

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF KERSHAW )  
 )  
Laverne Robinson, )  
 )  
Plaintiff )  
 )  
vs. )  
 )  
Martha Ann Robinson Aiken, Martha )  
 )  
Ann Robinson Aiken as Trustee, )  
 )  
Ronnie Randolph Robinson, Almeter )  
 )  
Patricia Robinson Harrison and Mary )  
 )  
Alice Robinson Green, )  
 )  
Defendants. )

IN THE PROBATE COURT

COMPLAINT

Case No.: 2017-<sup>ES</sup>CP-28-\_\_\_\_\_

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2017 MAR 10 AM 10:50  
DEBRA B. BRANHAM  
JUDGE OF PROBATE  
KERSHAW COUNTY, S.C.

That the Plaintiff would respectfully show:

1. That the Plaintiff is a citizen and resident of the County of Prince Georges, State of Maryland.
2. That the Defendants Martha Ann Robinson Aiken and Martha Ann Robinson Aiken as trustee are residents of the County of Aiken, State of South Carolina.
3. That the Defendant Almeter Patricia Robinson Harrison is a citizen and resident of the County of Richland, State of South Carolina.
4. That the Defendants Ronnie Randolph Robinson and Mary Alice Robinson Green are citizens and residents of the County of Kershaw, State of South Carolina.
5. That on October 22, 1977, Willie Robinson and Almeter B. Robinson created a Trust by which they appointed Defendant Martha Ann Robinson, now known as Martha Ann Robinson Aiken as trustee and directed the trustee to hold the below described real

*Handwritten signature/initials*



property in trust for the benefit of Willie Robinson and Almeter B. Robinson during their lifetimes and upon the death of their last survivor, then to distribute the below described property to Martha Ann Robinson, Mary Alice Robinson, Ronnie Randolph Robinson, the Plaintiff, and Almeter Patricia Robinson, the said Trust is attached as Exhibit A.

6. That on October 22, 1977, Almeter B. Robinson and Willie Robinson executed two separate deeds, one recorded in Deed Book IJ at page 1341, and the other recorded in Deed Book IJ at page 1342 in the office of the ROD for Kershaw County conveying the following described property to the Defendant Martha Ann Robinson Aiken as trustee under the above described trust agreement.

Parcel 1

All that piece, parcel or lot of land, lying and being situate about three (3) miles East of Sandy Grove Church, in the County of Kershaw, and State of South Carolina containing one (1) acre, more or less, as shown on that plat entitled, "Plat of the property of Almeter Robinson", by H.R. Oliver, R.L.S., dated May 17, 1974, and recorded in the office of the Clerk of Court for Kershaw county in Plat Book 35 at page 1359, being triangular in shape, and is bound as follows, as shown on said plat: NORTH by other property of Eugene Boyd; EAST by other property of Eugene Boyd; and SOUTHWEST by property of Willie Robinson and Almeter Robinson , to be conveyed along with this deed.

*Handwritten initials: JW #2*

The above premises is the same conveyed to Almeter B. Robinson by deed of Eugene Boyd dated July 19, 1974, and recorded in the office of the Clerk of Court for Kershaw County in Deed Book IE at page 247.

This parcel is granted to the Grantee herein as Trustee under that certain Trust Agreement dated October 22, 1977, by Willie and Almeter B. Robinson and Martha Ann Robinson. No subsequent purchaser, however, of the conveyed premises shall have an obligations it inquire into the terms if said Trust Agreement, and any subsequent purchaser can assume that the Grantees herein have full right and authority to convey, mortgage, partition or in any manner encumber or dispose of the property herein conveyed, as fully as if it were their individual property.

Parcel 2

All that piece, parcel or lot of land, lying and being situate about three (3) miles East of Sandy Grove Church, in the County and State aforesaid containing four (4)



acres, more or less, and having such shape, metes, courses and distances as shown on a plat of said premises by Tetterton and Riddick, Inc., Surveyors, dated December 15, 1969, of the property for Almeter and Willie Robinson, recorded in the office of the Clerk of Court for Kershaw County in Plat Book 34 at page 1631, and is bound as follows: NORTHEAST by property of Almeter B. Robinson to be conveyed simultaneously with this deed to Martha Ann Robinson, Trustee; SOUTH by a County Road; and WEST by property of Eugene Boyd.

The foregoing premises is the same as that conveyed to Almeter B. Robinson and Willie Robinson by deed of Eugene Boyd, dated December 22, 1969, and recorded in the office of the Clerk of Court for Kershaw County in Deed Book HW at page 1588.

This parcel is granted to the Grantee herein as Trustee under that certain Trust Agreement dated October 22, 1977, by Willie and Almeter B. Robinson and Martha Ann Robinson. No subsequent purchaser, however, of the conveyed premises shall have an obligations it inquire into the terms if said Trust Agreement, and any subsequent purchaser can assume that the Grantees herein have full right and authority to convey, mortgage, partition or in any manner encumber or dispose of the property herein conveyed, as fully as if it were their individual property.

7. That the above described October 22, 1977 Trust did not provide anywhere in the written trust agreement that it could be revoked or modified, and it was executed prior to the enactment of §62-7-602 South Carolina Code of Laws Ann. in 2005 and said trust was therefore irrevocable and non-modifiable without court authorization under existing common law prevailing until §62-7-602 was enacted in 2005.

8. That on September 18, 1981, Almeter B. Robinson as the sole surviving Donor at that time and the Defendant Martha Ann Robinson now known as Martha Ann Robinson Aiken as Trustee executed an Amendment of Trust Agreement without court authorization which modified the October 22, 1977 Trust to provide that upon the death of Almeter B. Robinson, the Trustee should distribute the five acres of trust property by a different method giving the Plaintiff one acre of land, giving Defendant Ronnie Randolph Robinson one acre of land, giving Defendant Martha Ann Aiken one acre of land, and giving two acres of land and the house to Defendant Martha Ann Robinson

AW  
# 3



Aiken, Mary Alice Robinson Green and Almeter Patricia Robinson Harrison; the Amendment of Trust Agreement being attached as Exhibit B.

9. That on or about January 8, 2002, the Defendant Martha Ann Robinson Aiken as Trustee caused a plat to be prepared which is recorded in Book B48 at page 8 in the office of the ROD for Kershaw County dividing the trust property described in Paragraph 6 above into four tracts numbered 1-4.

10. That on March 2, 2002, the Defendant Martha Ann Robinson Aiken as Trustee executed a Deed conveying lots 3 and 4 on the January 8, 2002 plat to Ronnie Robinson which deed is recorded in Book 1131 at page 67 in the ROD for Kershaw County, which deed, upon information belief, violated the terms of the October 22, 1977 Trust.

11. That on March 2, 2002 Defendant Martha Ann Robinson Aiken as Trustee conveyed out a two thirds (2/3) undivided interest in Lot 1 and Lot 2 according to the above mentioned January 8, 2002, plat to Defendants Mary Alice Robinson Green and Almeter R. McCoy, also known as Almeter Patricia Robinson Harrison which deed is recorded in the ROD for Kershaw County in Volume 1133 at page 279

12. That on February 25, 2004, Mary R Green and Almeter R. McCoy executed a deed conveying their two-thirds (2/3) undivided interest in Lots 1 & 2 including the house from the January 8, 2002 plat back to Martha Ann Robinson Aiken individually which deed is recorded in Book 1522 at page 276 in the ROD for Kershaw County, and which deed, upon information belief, violates the terms of the Trust of the October 22, 1977 Trust by granting title to the trustee in her name as an individual.

13. Through the series of deeds outlined above, the Defendant Martha Ann

*Handwritten initials: JAW #4*

Robinson Aiken as Trustee has acquired a two-thirds (2/3) undivided interest in a portion of the Trust property in her individual name in violation of her fiduciary duty to the beneficiary of the Trust and in violation of the terms of the trust.

14. That through the series of deeds mentioned in Paragraphs 9 through 12, the Defendant Martha Ann Robinson Aiken as Trustee essentially distributed the trust property according to the September 18, 1981, Amendment of Trust Agreement prior to the death of Almeter B. Robinson.

15. That Almeter B. Robinson died on February 25, 2017.

16. That the Plaintiff is informed and believes that the September 18, 1981 Amendment of Trust Agreement was invalid and void because Almeter B. Robinson did not reserve the right to revoke or modify the October 22, 1977 Trust, and because Almeter B. Robinson did not seek or obtain court approval to modify the October 22, 1977 Trust.

17. That the Plaintiff is informed and believes that all of the deeds mentioned in Paragraph 10, 11 and 12 are void and should be set aside because the Trustee executed those deeds during the lifetime of Almeter B. Robinson in violation of the terms of the October 22, 1977 Trust, and because those deeds mentioned in Paragraphs 10, 11 and 12 follow the distribution scheme set forth in the invalid September 18, 1981 Amendment of Trust Agreement.

18. That the Plaintiff has standing to challenge the September 18, 1981 Amendment of Trust Agreement as a beneficiary of the original October 22, 1977 Trust.

19. That the Plaintiff is informed and believes that he is entitled to an Order setting aside the following deeds:

AW-  
2/15

A. The March 2, 2002, deed from Martha Ann Robinson Aiken as Trustee to Ronnie Robinson recorded in Book 1131 at page 67 in the office of the ROD for Kershaw County.

B. The March 2, 2002 deed from Martha Ann Robinson Aiken to Mary Alice Robinson Green and Almeter R. McCoy also known as Almeter Patricia Robinson Harrison recorded in Book 1133 at page 279 in the office of the ROD for Kershaw County.

C. The February 25, 2004 deed from Mary Robinson Green and Almeter Robinson McCoy to Martha Ann Robinson Aiken recorded in Book 1522 at page 276 in the office of the ROD for Kershaw County.

20. That the Plaintiff is informed and believes that he is entitled to an Order requiring the Defendant Martha Ann Robinson Aiken to execute a deed conveying the entire trust property described in Paragraph 6 to the Plaintiff, and Defendants, Martha Ann Robinson Aiken, Ronnie Randolph Robinson, Mary Alice Robinson Green and Almeter Patricia Robinson Harrison as tenants in common as required by the October 22, 1977 Trust Agreement.

*Handwritten initials*  
WHEREFORE the Plaintiff prays that the Court will issue its Order setting aside the deeds set forth below, declaring the September 18, 1981, Amendment of Trust Agreement to be invalid, and ordering the Defendant Martha Ann Robinson Aiken to execute a deed conveying the entire trust property described above to the Plaintiff and the individual Defendants as tenants in common.

The deeds to be set aside are as follows:

A. The March 2, 2002, deed from Martha Ann Robinson Aiken as Trustee to Ronnie Robinson recorded in Book 1131 at page 67 in the office of the ROD for Kershaw County.

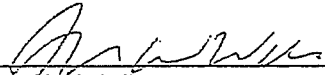
B. The March 2, 2002 deed from Martha Ann Robinson Aiken to Mary Alice Robinson Green and Almeter R. McCoy also known as Almeter Patricia Robinson Harrison recorded in Book 1133 at page 279 in the office of the ROD for Kershaw County.



C. The February 25, 2004 deed from Mary Robinson Green and Almeter Robinson McCoy to Martha Ann Robinson Aiken recorded in Book 1522 at page 276 in the office of the ROD for Kershaw County.

BAXLEY, PRATT & WELLS, P.A.

BY:

  
\_\_\_\_\_  
John W. Wells  
Attorney for the Plaintiff  
Three The Common At Lugoff  
Post Office Box 10  
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Lugoff, South Carolina

Dated: 3/9/17

ELECTRONICALLY FILED - 2019 Aug 21 9:25 AM - KERSHAW - COMMON PLEAS - CASE#20190CP2800463

STATE OF SOUTH CAROLINA ) IN THE PROBATE COURT  
COUNTY OF KERSHAW ) CASE NO. 2016-ES-28-00106

Laverne Robinson, )  
Plaintiff, )

vs. )

ANSWER AND COUNTERCLAIM  
OF ALL DEFENDANTS

Martha Ann Robinson Aiken, )  
Martha Ann Robinson Aiken as )  
Trustee, Ronnie Randolph )  
Robinson, Almeter Patricia )  
Robinson Harrison and Mary Alice )  
Robinson Green, )  
Defendants. )

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DEBRA D. BRANHAM  
JUDGE OF PROBATE  
KERSHAW COUNTY, S.C.

FILED

The Defendants, in answering the Complaint herein, would respectfully show unto the Court that:

FOR A FIRST DEFENSE

1. Paragraphs 1, 2, 3 and 4 are admitted (the Plaintiff being herein referred to as Laverne and the four Defendants being hereinafter referred to as Martha, Pat, Ronnie and Mary).
2. Paragraphs 5, 6, 7 and 8 do not require a response as the documents (trust, amendment of trust and deeds) speak for themselves.
3. Paragraph 9 is admitted except the "decision" to subdivide the 5 acres was a family decision (paid for by the family) with the result being only 4.20 acres and only 4

lots as shown on a portion of said plat being attached hereto as Exhibit "A".

4. Paragraph 10 is denied in that there is no violation of said 1977 trust as it was amended in 1981 and the deed speaks for itself.

5. Paragraph 11 does not require a response as the documents speak for themselves.

6. Paragraph 12 is denied in that there is no violation of trust as amended by said 1981 amendment and the deed speaks for itself.

7. Paragraph 13 is denied and Martha will show that it was her intent to have 100% in her individual name so that she could maintain it for her mother's benefit rather than having to sell it.

8. Paragraphs 14 and 15 are admitted except that Martha Aiken as trustee denied herself a one acre parcel because there was insufficient acreage. Further, Defendants will show that any premature distribution of the trust real estate did not prejudice, but rather benefitted, the beneficiary (their mother) because her home was available to her until she died with taxes, maintenance and other expenses voluntarily provided because their mother could not afford them and the trust had no such funds, the only alternate being the sale of her home by the trustee which was avoided.

9. Paragraphs 16 and 17 are denied.

10. Paragraph 18 is admitted.

11. Paragraphs 19 and 20 are denied. Further, the Defendants would show that Laverne's actions contradict his assertion of cotenancy as he maintains exclusive

possession of his mother's home (by locking doors) without paying rent and he has removed valuable fixtures to benefit himself and to the detriment of his alleged co-tenants.

FOR A SECOND DEFENSE  
(Enforcement of Trust as Amended)

12. The allegations of the preceding defense are repeated herein as fully as if set forth verbatim.

13. The Defendants are informed and believe they are entitled to an Order confirming the validity of the trust as amended and the ownership as currently deeded and to be deeded as follows: Martha as owner of Lot 1 and Lot 2; Laverne as owner of Lot 3 and Ronnie as owner of Lot 4, with Lot 3 being charged with a lien in the favor of Martha to cover her damages for loss of rent and fixture removal caused by Laverne on her Lot.

FOR A THIRD DEFENSE  
(Equitable Estoppel)

14. The allegations of the preceding defenses are repeated herein as fully as if set forth verbatim.

15. Defendants are informed and believe the Court should deny Plaintiff's challenge to the validity of the trust as amended, on the grounds of equitable estoppel, because of what Plaintiff has done and failed to do, including his acceptance of, possession of and paying taxes on Lot 3 since 2004 and the prejudicial reliance thereon of Martha and Ronnie in forgoing a sale by the trust, in paying taxes and insurance on

their lots, and in making improvements thereon, in Ronnie's case building his home next to his mother's making it convenient for his routine and frequent assistance with her maintenance needs.

FOR A FOURTH DEFENSE  
(Unclean Hands)

16. The allegations of the preceding defenses are repeated herein as fully as if set forth verbatim.

17. Defendants are informed and believe that Plaintiff's challenge to the validity of the trust of amended should be barred on the grounds of unclean hands because he alleges Defendants are co-tenants but he treats his mother's home (Lots 1 & 2) as his own by locking others out and removing valuable fixtures without permission of those he claims are his co-tenants.

FOR A FIFTH DEFENSE AND BY WAY OF COUNTERCLAIM  
(Partition ONLY IF Court Confirms Cotenancy)

18. The allegations of the preceding defenses are repeated herein as fully as if set forth verbatim.

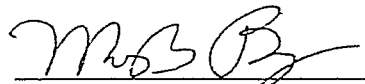
19. If the court determines that the parties were co-tenants, Defendants are informed and believe the subject property would be "heirs' property" as defined by § 15-61-320(5) of the Clementa C. Pinckney Uniform Partition of Heirs' Property Act.

20. Upon the courts determination that subject property is "heirs' property" the Defendants are informed and believe they are entitled to partition by allocation to be governed by the provision of said Act.

A  
D

21. Defendants are informed and believe that important relevant conversations for the court include those set forth in §15-61-390, particularly subsection (b), including the Plaintiff's lack of contribution of his share of pro rata taxes and insurance, Ronnie's physical improvements to Lot 3 and the fact that Martha and Mary paid for the labor and materials for the construction of their mother's home on Lots 1 and 2, all indication partition should result in Martha recovering Lots 1 and 2 and Ronnie receiving Lot 4.

WHEREFORE, the answering Defendants pray that the court inquire into the matters alleged, dismiss Plaintiff's cause of action and confirm ownership of Lot 1 and 2 (in Martha); Lot 3 with a charge or lien (in Laverne); and Lot 4 (in Ronnie); or, alternatively, partition by allotment as set forth in the counterclaim; with costs and an award of attorney fees; and for such further relief as the court deems proper.



Moultrie B. Burns, Jr.  
Attorney for Defendants  
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803-432-4391

May 26, 2017.



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF KERSHAW )  
 )  
Laverne Robinson, )  
 )  
Plaintiff )  
 )  
vs. )  
 )  
Martha Ann Robinson Aiken, Martha )  
 )  
Ann Robinson Aiken as Trustee, )  
 )  
Ronnie Randolph Robinson, Almeter )  
 )  
Patricia Robinson Harrison and Mary )  
 )  
Alice Robinson Green, )  
 )  
Defendants. )

IN THE PROBATE COURT

REPLY TO THE DEFENDANT'S COUNTERCLAIM

CA# 2017-ES-28-00106

FILED  
2017 JUN 13 PM 4:10  
DEBRA B. BRAHAM  
JUDGE OF PROBATE  
KERSHAW COUNTY, S.C.

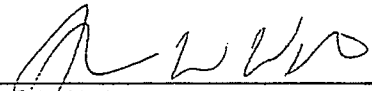
The Plaintiff would like to show:

1. That the counterclaim of the Defendants dated May 26, 2017 bears the case number of a prior action between the parties, and the proper case for this action is 2017-ES-28-00106
2. That the allegations of paragraph 19 of the Defendant's counterclaim are admitted.
3. That the allegations of paragraph 18 of the Defendant's counterclaim are denied.
4. That the allegations of paragraph 20 of the Defendant's counterclaim are unclear to the Plaintiff, and are therefore denied.
5. That the allegations of paragraph of 21 of the Defendant's counterclaim are denied.
6. That as to the allegations of paragraph 20, the Plaintiff would show that the parties are entitled to a partition in kind, and not a partition by allotment.
7. That the Plaintiff is informed and believes that a partition in kind can be done without any prejudice to any of the parties under §15-61-390.



WHEREFORE, the Plaintiff prays that the court will issue its Order granting the relief sought in the Summons and Complaint, and, if the Court performs a partition of the real property which is the subject of this action, that the partition will be a partition in kind.

BAXLEY, PRATT & WELLS, P.A.

BY:   
John W. Wells  
Attorney for the Plaintiff  
3 The Common At Lugoff  
Post Office Box 10  
Lugoff, SC 29078  
(803) 438-4200 phone  
jwells@baxleywells.com

Lugoff, South Carolina

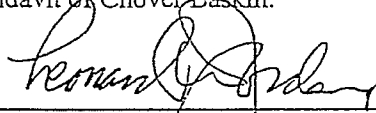
13 day of June, 2017



in the Office of the Register of Deeds for Kershaw County on November 15, 2004, in Deed Book 1664 at page 96 (which deed was not mentioned in the Complaint). A copy of said Deed is attached hereto as Exhibit A. A copy of the plat referred to in the said deed is also attached hereto as Exhibit B. The Plaintiff certainly understood that the conveyance to him of Lot 3 represented his share of the 4.20-acre parcel, which he might claim under a 1997 Trust. Importantly, the Plaintiff acquired title to Lot 3 eight years prior to the death of Almeter Robinson in 2017, and he neither objected to the division of said parcel or among the beneficiaries of the trust nor rejected his title to Lot 3 at any time prior to her death. The acceptance of said share by the Plaintiff (and his satisfaction therewith) is demonstrated by the fact that he, for more than a decade, had exclusively possessed, and paid the real property taxes on, Lot 3, which taxes have been billed in his name from 2005 to the present.

This Motion is made pursuant to the South Carolina Rules of Civil Procedure, relevant case law, discovery responses, affidavits and any memorandum to be filed by the Defendants.

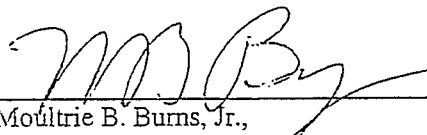
Attached hereto are: (1) the Affidavit of Martha Ann Robinson Aiken in Support of Defendants' Motion for Summary Judgment; (2) the Affidavit of Ronnie Randolph Robinson, Almeter Patricia Robinson Harrison and Mary Alice Robinson Green in Support of Defendants' Motion for Summary Judgment; and (3) the Affidavit of Chover Baskin.



---

Leonard R. Jordan, Jr., #3221  
JORDAN LAW FIRM  
211 Veterans Road, Suite D  
Columbia, South Carolina 29209  
(803) 726-1950 Tel  
(803) 726-1951 Fax  
ljordan@ljordanlaw.com  
Attorney for Defendant, Martha Ann Robinson  
Aiken

Columbia, South Carolina  
October 4, 2018



Moultrie B. Burns, Jr.,  
Savage, Royall & Sheehen, LLP  
P.O. Drawer 10  
Camden, South Carolina 29021  
Attorney for Defendants, Ronnie Randolph  
Robinson, Almeter Patricia Robinson Harrison and  
Mary Alice Robinson Green

Camden, South Carolina  
October 8, 2018

ELECTRONICALLY FILED - 2019 Aug 21 9:25 AM - KERSHAW - COMMON PLEAS - CASE#2019CCP2800463

STATE OF SOUTH CAROLINA )  
COUNTY OF KERSHAW )  
IN THE MATTER OF: )  
Almeter B. Robinson (Decedent) )  
Laverne Robinson, )  
Appellant, )  
vs. )  
Martha Ann Robinson Aiken, Martha )  
Ann Robinson as Trustee, Ronnie Randolph, )  
Almeter Robinson Harrison and Mary Alice )  
Robinson Green, )  
Respondent(s). )

IN THE COURT OF COMMON PLEAS  
FIFTH JUDICIAL CIRCUIT  
(Appeal from Probate Court for  
Kershaw County: 2017-ES-28-00106)

**NOTICE OF MOTION AND MOTION  
TO RECONSIDER**

CIVIL CASE NO.: 2019-CP-28-00463

NOW COMES Appellant, Laverne Robinson, and moves pursuant to Rule 59 of the South Carolina Rules of Civil Procedure, that the order affirming probate court order issued in this matter on October 03, 1969 be reconsidered.

Appellant moves that this Honorable Court reconsider the aforesaid order as the order contains an error of law when it found and concluded/ that there was nothing in the record to support the position argued by Appellant on appeal.

NOTICE IS SO GIVEN.

Dated this the 11<sup>th</sup> day of October, 2019.

Respectfully Submitted,  
PYATT LAW FIRM, LLC

By: S/ William L. Pyatt  
William L. Pyatt  
Bar No.: 4599  
Attorney for Defendant

PO Box 12041  
Columbia, SC 29211  
(803) 750-5929 Office (803) 750-5956 Fax  
pyattlawfirm@gmail.com

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STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF KERSHAW

-----x

LAVERNE ROBINSON, )

Plaintiff, )

vs. )

Transcript of Record  
2019-CP-28-001929

MARTHA ANN ROBINSON )

AIKEN, et al., )

Defendants. )

-----x

September 23, 2019

B E F O R E:

The Honorable Robert E. Hood, Presiding Judge

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

William L. Pyatt, Esq.  
Attorney for the Plaintiff

Leonard R. Jordan, Jr., Esq.  
Moultrie B. Burns, Jr., Esq.  
Attorneys for the Defendants

COURT REPORTER: Bonnie Kelly (retired)

Transcribed by Bobbi Fisher, RPR, CET

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I N D E X

PAGE

Argument by Mr. Pyatt	3
Argument by Mr. Jordan	5
Further Argument by Mr. Pyatt	7
Further Argument by Mr. Jordan	7

E X H I B I T S

(No exhibits.)

## P R O C E E D I N G S

(Whereupon, the following proceedings commenced as follows:)

THE COURT: All right. So now we're on the record in 2019-CP-28-00463, Laverne Robinson versus Martha Ann Robinson Aiken and others. Mr. Pyatt is present, representing the plaintiff/appellant, and Mr. Burns and Mr. Jordan are, again, present, representing the respondents.

And Mr. Pyatt, are you ready to go forward?

MR. PYATT: Yes, Your Honor.

THE COURT: Okay. Happy to hear from you.

MR. PYATT: Your Honor, this involves an appeal where the judge granted the motion for summary judgment in an action to set aside some deeds that were conveyed to multiple parties, and our contention is that the deed that were conveyed are invalid because the Court did not have the authority to -- the fiduciary did not have the authority to convey out the deeds until after the death of the person that created the deed or created the trust.

And, also, we would like to have it sent back to the probate court, declaring an amendment -- proposed amendment to the trust invalid. In this particular situation, it involves the same parties, but there was a deed conveying my client one acre of land, and there were four -- three deeds in question, and my client got one acre, but he didn't get it from the trustee, he got it from his brother, Ronnie, where the trustee

1 originally made to it two parcels to him, and then he conveyed  
2 a parcel to my client. And our contention is that the  
3 fiduciary who was appointed who was properly conveyed to  
4 entrust was the (indiscernible) but she conveyed a portion of  
5 the property that contained a house to her. And now they're  
6 arguing that my client got more than he was entitled to, but  
7 they failed to point out that, even though the acreage may  
8 have been the same but on one of those acres is the homestead.  
9 So, therefore, the fiduciary who is supposed to convey the  
10 property equally to everybody, she got the bulk of the  
11 property.

12 But, in any event, Judge, we think that all the transfers  
13 are invalid and that the judge shouldn't have to give her the  
14 summary judgment because intent of the trust was not set up,  
15 was not achieved.

16 Also, when the trust was originally set up, it was an  
17 irrevocable trust, and, therefore, it couldn't be modified,  
18 this alleged September 18th, 1981, (indiscernible). But, in  
19 any event, we think that all the transfers should be declared  
20 invalid and void. And the Respondents have argued an issue of  
21 estoppel in terms of that my client got the property, he took  
22 possession of the one acre, he had to pay taxes on it clearly.  
23 But he has not, at that point, was aware of the fact that the  
24 sisters had the two acres -- had had the portion of the  
25 property that the house was on. So we don't think that

1 estoppel is a document to allow the trustee to (indiscernible)  
2 and she (indiscernible). Thank you.

3 THE COURT: All right. Who is going first?

4 MR. JORDAN: Okay. The order signed by Judge Brown,  
5 entitled "Amended Order Granting Motion for Summary Judgment,"  
6 actually only makes two findings. Number one is that there  
7 was no affidavit in opposition to this motion filed by or on  
8 behalf of the plaintiffs. All right? That's something that  
9 Rule 56(c) speaks to. And then the final finding or -- that's  
10 what it's entitled -- "I further find that there are no  
11 genuine issues of material fact which would compel the Court  
12 to deny the motion." That's it, Judge. There's no mention of  
13 estoppel. There's no mention of anything that might have been  
14 discussed at the hearing or anything else. In other words, we  
15 don't have a preservation of issues here by the appellant.  
16 The order says nothing about the things that they're talking  
17 about, and, you know, we had no affidavit filed by the  
18 plaintiff/appellant in this case, so the Court had nothing to  
19 go on and certainly had the affidavits of the Respondents to  
20 go on, and there were two or three affidavits attached to the  
21 motion. And based on the evidence before her, that was  
22 certainly the only available decision she could make based on,  
23 again, the facts presented.

24 So no facts were presented by the plaintiff in this case  
25 to show that there were genuine issues of material fact. And

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1 of course the brief of the Respondents, you know, cites cases  
2 and rules and that type of thing, but, you know, they should  
3 have filed a 59(e) motion to have the Court reconsider the  
4 order and that was not done. So, again, no issue has been  
5 preserved to have heard on appeal. So, you know, at this  
6 point, we really have nothing to talk about today.

7 But I would say that, you know, the trust just, for  
8 informational, if nothing else, there were two sets of  
9 trustees issued: 1977 and a 1987. So these deeds were  
10 conveyed out by the decedent and her husband (indiscernible)  
11 and he subsequently died, but the -- you know, these trustees,  
12 so to speak, were, as I have said on the previous order, you  
13 know, for the most part, the bulk of the property was never  
14 owned by the decedent anyway. It's kind of suspect as to how  
15 the trust arrangements might be considered, and those are the  
16 two matters, especially when no trust agreement was found.

17 But the property that is -- the 4.2 acres or the 5 acres  
18 was divided up in 2002 and 2004, and the appellant got one  
19 acre titled in his name in 2004, started immediately paying  
20 taxes on the property, kept the property as his until today,  
21 and continues to pay taxes all the time and did not make a  
22 single complaint about any kind of thing that was done back in  
23 2007 or -- excuse me, Your Honor, 1977 or 1987 or 2002 or  
24 2004. The first time he ever raised any type of complaint  
25 about whether or not the trust had been complied with was in

1 the time frame of just before or after his mother's death, so  
2 2016 or 2017.

3 So, again, that's, you know, 13 or 14 years after he got  
4 title to his own lot. In other words, he currently has  
5 personal property on that particular lot. So I don't think  
6 the Court gets to those issues. It's important for the Court  
7 to understand what (indiscernible).

8 THE COURT: Mr. Burns?

9 MR. BURNS: Nothing further, Your Honor.

10 THE COURT: Okay. Anything in response, Mr. Pyatt?

11 MR. PYATT: Yes, Your Honor. In response to what the  
12 probate judge had before heard, you'll note on page 43 of the  
13 record on appeal -- we'd like the Court to look at on page 43  
14 of the record on appeal, there was a motion raised were those  
15 issues were, in fact, raised. So the judge had that argument  
16 before.

17 THE COURT: There was a what?

18 MR. PYATT: A motion brief filed by the plaintiff where  
19 it discussed the elements of estoppel and it also discussed  
20 the fiduciary didn't have the authority to make the transfer  
21 with respect to the properties. So those arguments for the  
22 court probate judge.

23 THE COURT: Okay. All right. Anything further?

24 MR. JORDAN: Your Honor, as cited in the brief, the  
25 standard here is not whether it was argued at the hearing.

1 It's whether or not the Court ordered rules of probate issued.

2 THE COURT: I understand. I'm with you. Okay.

3 All right. I'm going to read through this one too and  
4 let y'all know by the end of the week, probably tomorrow or  
5 Wednesday, so just look out for an email from my clerk, and  
6 then we'll ask the prevailing parties to do written orders in  
7 regards to the hearing. Thank you all very much.

8 MR. JORDAN: Thank you, Judge.

9 MR. PYATT: Thank you, Judge.

10 (The above hearing concluded.)

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CERTIFICATE OF TRANSCRIBER

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CASE/NO.: Laverne Robinson vs. Martha Ann Robinson Aiken  
2019-1929

DATE OF PROCEEDING: September 23, 2019

COURT REPORTER: Bonnie Kelly (retired)

I, Bobbi J. Fisher, do hereby certify that the foregoing transcript is a true and correct record of the recorded proceedings; that said proceedings were transcribed to the best of my ability from the audio recording and supporting information; and that I am neither counsel for, related to, nor employed by any of the parties to this case, and I have no interest, financial or otherwise, in its outcome.

*Bobbi Fisher*

\_\_\_\_\_

Bobbi J. Fisher, RPR, CET

NCRA Registered Professional Reporter (RPR)

AAERT Certified Electronic Transcriber No. CET-1148

Prepared: March 1, 2021

Exhibit A

STATE OF SOUTH CAROLINA )  
 ) TRUST  
COUNTY OF KERSHAW )

WHEREAS WE, Willie Robinson and Almeter B. Robinson are married and are the parents of a number of children of whom five (5) now reside at home, and

WHEREAS we desire to transfer our house and surrounding property to one of these children residing at our home IN TRUST as hereinafter provided.

NOW THEREFORE, We, Willie Robinson and Almeter B. Robinson (hereinafter referred to as Donors), have transferred and conveyed by two (2) deeds of this date, recorded in the office of the Clerk of Court of Kershaw County in Deed Book IJ at page 1341, and in Deed Book IJ at page 1342, our home and the land we own around it to Martha Ann Robinson (hereinafter referred to as Trustee), IN TRUST, according to the following terms.

ARTICLE I

The Trustee shall hold the Trust property for the benefit of the Donors during their lifetime and shall permit them to reside on the premises deeded as long as each shall live, or if the premises are sold or mortgaged, the Trustee shall hold the proceeds IN TRUST and shall pay the income to the Donors during their lifetime or to the survivor. The Trust is to terminate at the death of the survivor of the life beneficiaries. As soon as practical after the death of the survivor the Trustee is directed to convey the Trust property equally to the five (5) children now living at home (Martha Ann Robinson, Mary Alice Robinson, Ronnie Randolph Robinson, Laverne Robinson, and Almeter Patricia Robinson) provided they survive the Donors. The interest of a child who does not survive the Donors is to lapse and the Trust property is to be

DEBRA B. BRANHAM  
JUDGE OF PROBATE  
KERSHAW COUNTY, S.C.

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SEVERAL OF FOURTH CHILDREN  
conveyed or transferred equally to those of the five (5)  
aforementioned children who survive the Donors.

ARTICLE II

The Trustee shall have the same general powers as an individual being the absolute owner of real and personal property possesses not inconsistent with the purposes and intentions of the Trust. The Trustee is authorized to retain in the Trust any assets of any kind as were received by the Trustee and shall manage the Trust Estate and may sell, exchange, lend, re-lend, invest and reinvest the Trust Estate or any part thereof including but not by way of limitation, acquisition of corporate obligations of every kind and preferred and common stocks.

The Trustee is authorized to lease, mortgage or otherwise encumber, partition, manage, repair, insure, improve and generally to deal in and with any and all real estate from time to time comprised in the Trust assets, all on such terms as he or she shall think fit, including power to tear down or demolish any buildings thereon and power to erect others in their stead and power to give leases for periods that may extend beyond the duration of the Trust.

ARTICLE III

If the Trustee desires for any reason or is unable for any reason to serve as Trustee, then the Trustee may resign by a written instrument signed by the Trustee and delivered to the Donors or either of them and a successor Trustee may be appointed by the Trustee with the consent of the Donors or the surviving Donor. If the Trustee dies, then her legal representative may appoint a successor Trustee with the consent of the Donors or the surviving Donor. Then, the Trustee or her legal representative shall convey or transfer the Trust property to the new Trustee under the terms and conditions of this agreement.

ELECTRONICALLY FILED - 2019 Aug 21 9:25 AM - KERSHAW - COMMON PLEAS - CASE#2019CP2800463

ARTICLE IV

Each person appointed as successor by Trustee shall have all the powers and duties given to the original Trustee. No bond shall be required of the original Trustee or any successor Trustee.

The Trustee and any successor should use reasonable discretion in the performance of the Trustee's duties under this Agreement. Neither the original nor any succeeding Trustee shall be personally liable for the act of any other Trustee or for more money or property than such Trustee actually receives.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, this 22<sup>nd</sup> day of October, 1977.

WITNESSES:

John O. Church
Sarah Robinson

Willie Robinson Donor
Almeter B. Robinson Donor
Martha Ann Robinson Trustee

066057

STATE OF SOUTH CAROLINA  
COUNTY OF KERSHAW

Almeter B. Robinson and  
Willie Robinson

TO  
Martha Ann Robinson

TRUST AGREEMENT

COPY

de LOACH, de LOACH & DuBOSE  
ATTORNEYS AT LAW  
1202 BRIGGS STREET  
CAMDEN, SOUTH CAROLINA 29020

State of South Carolina,  
COUNTY OF KERSHAW

Know All Men by These Presents, That I, Almeter B. Robinson,

in the State aforesaid, for and in consideration of the  
sum of One and No/100 (\$1.00) Dollar, love and affection,  
to me paid by Martha Ann Robinson, Trustee  
in the State aforesaid, 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

TO: MARTHA ANN ROBINSON, TRUSTEE, her heirs, successors and assigns  
the following described property.

All that piece, parcel or lot of land, lying and being situate about  
three miles East of Sandy Grove Church, in the County of Kershaw, and  
State of South Carolina, containing One (1) acre, more or less, as  
shown on that plat entitled, "Plat of the property of Almeter Robinson",  
by H. R. Oliver, R.L.S., dated May 17th, 1974, and recorded in the  
office of the Clerk of Court for Kershaw County in Plat Book 35 at page  
1359, being triangular in shape, and is bound as follows, as shown on  
said plat: NORTH by other property of Eugene Boyd; EAST by other  
property of Eugene Boyd; and SOUTHWEST by property of Willie Robinson  
and Almeter Robinson, to be conveyed along with this deed.

The above premises is the same conveyed to Almeter B. Robinson by deed  
of Eugene Boyd dated July 19, 1974, and recorded in the office of the  
Clerk of Court of Kershaw County in Deed Book 1E at page 247.

This parcel is granted to the Grantee herein as Trustee under that  
certain Trust Agreement dated October 22, 1977, by Willie and  
Almeter B. Robinson and Martha Ann Robinson. No subsequent purchaser,  
however, of the conveyed premises shall have any obligation to inquire  
into the terms of said Trust Agreement, and any subsequent purchaser  
can assume that the Grantees herein have full right and authority to  
convey, mortgage, partition or in any manner encumber or dispose of the  
property herein conveyed, as fully as if it were their individual  
property.

KERSHAW COUNTY TAX ASSESSOR

1977  
TAX MAP # 1627-00-00-014  
John E. Baker

GRANTEE'S ADDRESS:  
Route 2, Box 115  
Cassatt, South Carolina 29032

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 premises before mentioned unto the said Martha Ann Robinson, Trustee, her

successors  
Heirs and Assigns forever.

And I do hereby bind Myself and My Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Martha Ann Robinson, Trustee, her

successors  
Heirs and Assigns, against Me and MY Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS My Hand and Seal this 22nd day of October in the year of our Lord one thousand nine hundred and seventy seven and in the ~~one thousand nine hundred and~~ Two Hundred and First year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

*John O. Thompson*  
*Sarah Robinson*

*Abner B. Robinson* (SEAL)  
(SEAL)

STATE OF SOUTH CAROLINA, }  
KERSHAW COUNTY. }

PERSONALLY appeared before me Sarah Robinson

and made oath that she saw the within-named Almeter B. Robinson  
sign, seal and, as her act and deed, deliver the within-written Deed for the uses and purposes therein men-  
tioned and that she, with John O. Ehrenclou witnessed the  
execution thereof.

*SWORN to before me this*

22 day of October, 19 77

*John O. Ehrenclou* (L.S.)  
Notary Public of S. C.  
My commission expires: 5/18/87

*Sarah Robinson*

STATE OF SOUTH CAROLINA, }  
COUNTY. }

RENUNCIATION OF DOWER  
NOT NECESSARY

I, , do hereby certify

unto all whom it may concern, that Mrs.

the wife of the within-named

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely,  
voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and for-  
ever relinquish unto the within-named

heirs

and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises  
within mentioned and released.

*Given under my Hand and Seal, this*

*day of*

*Anno Domini 19*

..... (L.S.)  
Notary Public of S. C.

\_\_\_\_\_  
\_\_\_\_\_

de L  
State of South Carolina,

County of KERSHAW

ALMETER B ROBINSON

TO

MARTHA ANN ROBINSON, TRUSTEE

**TITLE TO REAL ESTATE**

I hereby certify that the within Deed was filed for record in my office at 4:47 P. M. o'clock on the 26th day of October, 1977, and was immediately entered upon the proper indexes and duly recorded in Book IJ of Deeds, page 1341

*A. Demarco*  
Clerk of Court of Common Pleas and General Sessions for Kershaw County, S. C.

I hereby certify that the within Deed has been this 26<sup>th</sup> day of October, A. D. 1977, Recorded in Book X of Deeds, page 33

*C. Ethel D. Ogden*  
Auditor for Kershaw County

STEVE S. KELLY, Kershaw County Treasurer

FILE FOR RECORD  
1977 OCT 26 PM 4:47

960071

Book: IJ Page Sequence: 1341

State of South Carolina,

COUNTY OF KERSHAW

Know All Men by These Presents, That We, Almeter B. Robinson and Willie Robinson

in the State aforesaid, for and in consideration of the sum of One and No/100 (\$1.00) Dollar, love and affection, to us paid by Martha Ann Robinson, Trustee

in the State aforesaid, 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

TO: MARTHA ANN ROBINSON, TRUSTEE, her heirs, successors and assigns the following described property.

All that piece, parcel or lot of land lying and being situated about three (3) miles East of Sandy Grove Church in the County and State aforesaid containing four (4) acres, more or less, and having such shape, metes, courses and distances as shown on a plat of said premises by Tetterton and Riddick, Inc., Surveyors, dated December 15, 1969, of the property of Almeter and Willie Robinson, recorded in the office of the Clerk of Court for Kershaw County in Plat Book 34 at page 1631, and is bound as follows: NORTHEAST by property of Almeter B. Robinson to be conveyed simultaneously with this deed to Martha Ann Robinson, Trustee; SOUTH by a County Road; and WEST by property of Eugene Boyd.

The foregoing premises is the same as that conveyed to Almeter B. Robinson and Willie Robinson by deed of Eugene Boyd, dated December 22, 1969, and recorded in the office of the Clerk of Court of Kershaw County in Deed Book HW at page 1588.

This parcel is granted to the Grantee herein as Trustee under that certain Trust Agreement dated October 22, 1977, by Willie and Almeter B. Robinson and Martha Ann Robinson. No subsequent purchaser, however, of the conveyed premises shall have any obligation to inquire into the terms of said Trust Agreement, and any subsequent purchaser can assume that the Grantees herein have full right and authority to convey, mortgage, partition or in any manner encumber or dispose of the property herein conveyed, as fully as if it were their individual property.

GRANTEE'S ADDRESS: Route 2, Box 115 Cassatt, South Carolina 29032

KERSHAW COUNTY TAX ASSESSOR 1977 TAX MAP # 1627-00-00-010 John E. Baker

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 premises before mentioned unto the said Martha Ann Robinson, Trustee, her

successors  
Heirs, and Assigns forever.

And we do hereby bind Ourselves and Our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Martha Ann Robinson, Trustee, her

successors  
Heirs, and Assigns, against Us and Our Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS Our Hands and Seals this 22nd day of October in the year of our Lord one thousand nine hundred and seventy seven and in the ~~our Lord~~ Two Hundred and First year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

*John O. Egan*  
*Sarah Robinson*

*Alonzo B. Robinson* (SEAL)  
*X* (SEAL)

STATE OF SOUTH CAROLINA, }  
KERSHAW County. }

PERSONALLY appeared before me Sarah Robinson

and made oath that she saw the within-named Almeter B. Robinson and Willie Robinson sign, seal and, as their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that she, with John O. Ehrenclou witnessed the execution thereof.

SWORN to before me this

22nd day of October, 19 77  
*John O. Ehrenclou* (L.S.)  
Notary Public of S. C.  
My commission expires: 5/18/87

*Sarah Robinson*

STATE OF SOUTH CAROLINA, }  
KERSHAW County. }

RENUNCIATION OF DOWER

I, John O. Ehrenclou, Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Almeter B. Robinson the wife of the within-named Willie Robinson did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named Martha Ann Robinson, Trustee, her

successors heirs  
and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this

22nd day of October  
Anno Domini 19 77  
*John O. Ehrenclou* (L.S.)  
Notary Public of S. C.  
My commission expires: 5/18/87

*Almeter B Robinson*

de L  
State of South Carolina,  
County of KERSHAW

ALMETER B. ROBINSON  
and  
WILLIE ROBINSON  
TO

MARTHA ANN ROBINSON, TRUSTEE

## TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for  
record in my office at 4:47P. M. o'clock on  
the 26th day of October  
1977, and was immediately entered upon the proper  
indexes and duly recorded in Book IJ  
of Deeds, page 1342

*[Signature]*  
Clerk of Court of Common Pleas and General Sessions  
for Kershaw County, S. C.

I hereby certify that the within Deed has been  
this 26<sup>th</sup> day of  
October, A. D. 1977, Recorded  
in Book X of Deeds, page 33

*[Signature]* Auditor  
for Kershaw County

STEVE S. KELLY, Kershaw County Treasurer

FILED  
1977 OCT 26 PM 4:47

53005

STATE OF SOUTH CAROLINA )  
                                  ) AMENDMENT OF TRUST AGREEMENT  
COUNTY OF KERSHAW      )

We, the undersigned, Almeter B. Robinson as sole surviving donor (hereinafter referred to as Donor), and Martha Ann Robinson, as Trustee, hereby amend our previous Trust Agreement entered into by us on the 22nd day of October, 1977, as follows:

ARTICLE I

The Trustee shall hold the Trust property for the benefit of the Donor during her lifetime and shall permit her to reside on the premises deeded as long as she shall live, or if the premises are sold or mortgaged, the Trustee shall hold the proceeds IN TRUST and shall pay the income to the Donor during her lifetime. The Trust is to terminate at the death of the survivor of the life beneficiaries. As soon as practical after the death of the survivor the Trustee is directed to convey the Trust property to my following children in the following manner: to Martha Ann Robinson, one acre; to Ronnie Randolph Robinson, one acre; to Laverne Robinson, one acre; and to Almeter Patricia Robinson, Martha Ann Robinson and Mary Alice Robinson, share and share alike, two acres and house; provided they survive the Donor. The interest of a child who does not survive the Donor is to lapse and the Trust property is to be conveyed or transferred equally to those of the aforementioned children who survive the Donor.

ARTICLE II

Article III of the said Trust Agreement is hereby deleted and in lieu thereof the parties agree as follows:

ARTICLE III

If the Trustee desires for any reason or is unable for any reason to serve as Trustee, then the Trustee may resign by a written instrument signed by the Trustee and delivered to the Donor and a successor Trustee may be appointed by the Trustee with the consent of the Donor; otherwise, Ronnie Randolph Robinson shall act as successor trustee. If the Trustee dies, then

FILED  
2017 MAR 10 PM 12:42  
DEBRA B. BRANHAM  
JUDGE OF PROBATE  
KERSHAW COUNTY, S.C.

IN WITNESS WHEREOF, the parties hereto have executed  
this instrument, in duplicate, this 18th day of <sup>September</sup> ~~July~~, 1981.

WITNESSES:

Almeter B. Robinson  
ALMETER B. ROBINSON, DONOR

Eugene B. Hagan

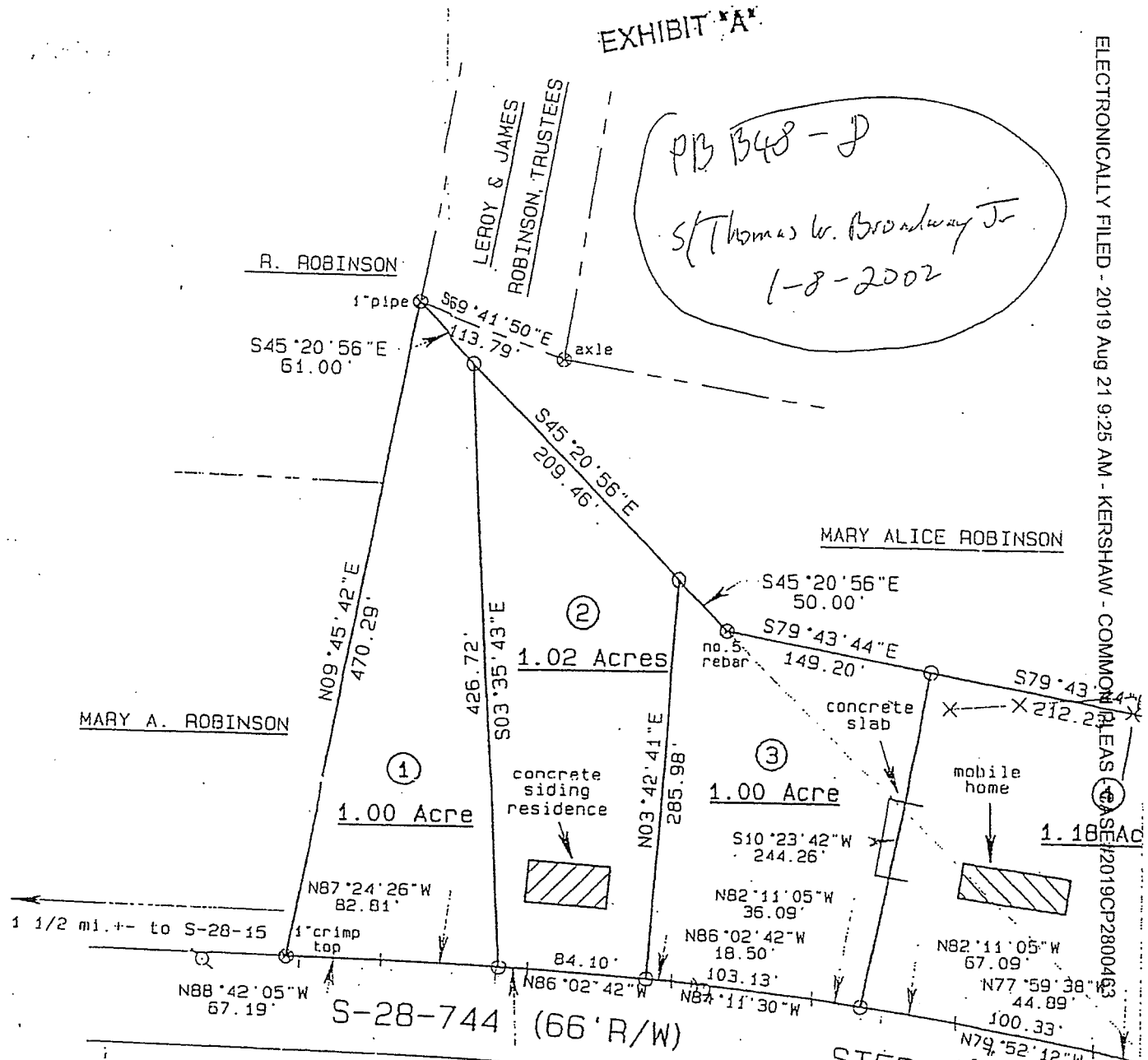
Martha Ann Robinson  
MARTHA ANN ROBINSON, TRUSTEE

Virginia A. Hagan

EXHIBIT 'A'

PB 1348 - J  
St Thomas Cr. Broadway Jr  
1-8-2002

ELECTRONICALLY FILED - 2019 Aug 21 9:25 AM - KERSHAW - COMMON PLEAS CASE #2019CP2800463



CERTIFICATE

to certify that this plat is approved  
by the Kershaw Co. Planning & Zoning  
Commission for recording in the Clerk of Court  
of Kershaw Co.

7-02 *Kathy J. Bee*  
Planning & Zoning Director ASSD

STEPHENS ROAD  
MAY 26 PM 12:48  
DEBRA P. BRANHAM  
JUDGE OF PROBATE  
KERSHAW COUNTY, S.C.

ES: DEED BK. HW. PAGE 1588  
DEED BK. IJ. PAGE 1341

000048

208

2522 BK1131 PG67

STATE OF SOUTH CAROLINA )  
COUNTY OF KERSHAW )

TITLE TO REAL ESTATE

KNOW ALL ME BY THESE PRESENTS, That Martha Ann Robinson Aiken, *fl/a* Robinson, Trustee, (hereinafter the "Grantor") in the State aforesaid for and in consideration of the sum of Five and no/100 (\$5.00) Dollars, Love and Affection for my brother, paid to me by Ronnie Robinson, (hereinafter the "Grantee") has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, Ronnie Robinson, all our right, title and interest in and to the following described property:

PLEASE SEE ATTACHED EXHIBIT "A" FOR COMPLETE 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 singular, the premises before mentioned unto the said Grantee, Ronnie Robinson, his Heirs and Assigns forever.

And the Grantor does hereby bind her Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, Ronnie Robinson, and the Grantee's Heirs and Assigns, against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of the Grantor, Martha Ann Robinson Aiken *fl/a*

Robinson, Trustee, this 2 day of March, 2002.

K. SHAW COUNTY ASSESSOR	
TAX MAP # 205-0-0-052	
CALENDAR YEAR 02	TAX YEAR 03
CLARENCE M. CAUDILL II, ASSESSOR BY: BFB	

*Martha Ann Robinson Aiken*  
Martha Ann Robinson Aiken,  
*fl/a* Robinson, Trustee

KERSHAW COUNTY ASSESSOR	
TAX MAP # 205-0-0-052	
CALENDAR YEAR 02	TAX YEAR 03
CLARENCE M. CAUDILL II, ASSESSOR BY: BFB	

00002522  
RECORDED 03/07/2002 11:04:07AM  
BK1131 Pg0067 Page:4  
Fee:15.00 State:0.00  
County:0.00  
Joyce McDonald, Clerk of Court  
Marion County, SC

FILED FOR RECORD 03/07/2002  
AT 11:04A BOOK 01131 PAGE 0067  
Joyce McDonald-Clerk of Court - SMC  
Kershaw County Courthouse 00002522

Recorded this 7th Day of March 2002  
in the presence of  
Clarence M. Caudill II  
Assistant Recorder General

000029

2522 BK1131 P668

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

(2) Sweet Ole Middleton  
(3) Gregory Aiken

Grantor's Address:  
2996 Stephens Road  
Bethune, SC 29009

STATE OF SOUTH CAROLINA )  
                                          )  
COUNTY OF KERSHAW         )

PROBATE

PERSONALLY appeared before me Sweet Ole Middleton and made oath  
that he saw the within-named Martha Ann Robinson Aiken, f/w/a Robinson, Trustee, sign, seal  
and as her act in deed, deliver the with-in written Deed; and that said with-  
(3) Gregory Aiken witnessed the execution thereof.

(6) Sweet Ole Middleton  
Witness

SWORN to before me this  
2 day of March, 2002

(7) Sweet Ole Middleton (L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: \_\_\_\_\_ Expires April 22, 2002

## EXHIBIT "A"

**PARCEL I**

All that certain piece, parcel or tract of land with improvements, if any, lying, being and situate in Kershaw County, South Carolina, being One and no/100 (1.00) acre, more or less, and being more particularly shown and described as Lot 3 on that Plat prepared for Martha Ann Robinson Aiken by Thomas W. Broadway, Jr. RLS 15173, dated January 8, 2002 and recorded in the Office of the Clerk of Court for Kershaw County in Plat Book P48, at Page C, and being bounded as follows: NORTH by property of Mary Alice Robinson; EAST by Lot 4 on said plat; SOUTH by Road S-28-744, also known as Stephens Road; and WEST by Lot 2 on said plat.

**PARCEL II**

All that certain piece, parcel or tract of land, with improvements, lying, being and situate in Kershaw County, South Carolina, being One and 18/100 (1.18) acres, more or less, and being more particularly shown and described as Lot 4 on that Plat prepared for Martha Ann Robinson Aiken by Thomas W. Broadway, Jr., RLS 15173, dated January 8, 2002, and recorded in the Office of the Clerk of Court for Kershaw County in Plat Book P48, at Page R, and being bounded as follows: NORTH by property of Mary Alice Robinson; EAST by property of Martha Robinson Aiken; SOUTH by Road S-28-744, also known as Stephens Road; and WEST by Lot 3 as shown on said plat.

This being a portion of that property conveyed to Martha Ann Robinson, Trustee by deeds of Almeter B. Robinson and Willis Robinson dated October 22, 1977 and recorded in Deed Book II, at Page 1341, and dated October 22, 1977, and recorded in Deed Book II, at Page 1342, both in the Office of the Clerk of Court for Kershaw County.

2522 BK1131 P670

STATE OF SOUTH CAROLINA )  
 ) AFFIDAVIT FOR EXEMPT TRANSFER  
COUNTY OF KERSHAW )

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.

2. The property being transferred is located at Lots 3+4 Stephens Rd, Bethune, SC bearing Kershaw County Tax Map Number 205-00-10-000-0132, was transferred by Martha Ann Robinson Aiken to Rennie Robinson on \_\_\_\_\_

3. The deed is exempt from the deed recording fee because (see information section of affidavit):

\$ 5.00 love-affection fee Brother

4. As required by Code Section 12-24-70, I state that I am responsible person who was connected with the transaction as:

Attorney for Grantor

5. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Signature of Responsible Person Connected With Transaction

Jeffery M. Tzernius, attorney

Martha Ann Robinson Aiken, Trustee

Type or Print Name here

Sworn to before me this 7th day of March, 2008.

Susan A. Jensen (L.S.)  
Notary Public for South Carolina

My Commission Expires: 01/24/12

666052

STATE OF SOUTH CAROLINA )

TITLE TO REAL ESTATE

COUNTY OF KERSHAW )

KNOW ALL MEN BY THESE PRESENTS, that Ronnie Robinson, (hereinafter the

"Grantor") in the State aforesaid for and in consideration of the sum of Five and no/100 (\$5.00) Dollars, and love and affection for my brother paid to me by Laverne Robinson, (hereinafter the "Grantee") has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto Laverne Robinson, my interest, in and to the following described property:

PLEASE 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 premises before mentioned unto the said Grantee Laverne Robinson, his Heirs and Assigns forever.

And the Grantor, Ronnie Robinson, does hereby bind himself, his Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee Laverne Robinson and the Grantee's heirs and against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this 15 day of November, 2004.

Ronnie R Robinson  
Ronnie Robinson

Recorded this 15th Day  
of November, 2004

Robin H Watkins  
Auxiliary Kershaw County

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Jeffrey M...  
Joyce G...

000011906  
RECORDED 11/15/2004 02:24:03PM  
Bk:01664 Ps:00096 Pages:4  
Fee:10.00 State:0.00  
County:0.00 Exempt:-----  
Billie O. McLeod, Register of Deeds  
Kershaw County, SC

FILED FOR RECORD 11/15/2004  
AT 02:24P BOOK 01664 PAGE 00096  
Billie O. McLeod -Reg of Deeds - RMC  
Kershaw County Government Ctr 000011906

ATTEST True, Correct & Certified  
Copy of Original on File in this  
Office.

Billie O. McLeod  
Register of Deeds Kershaw County

Grantee's Address:  
Belair Estates, 6108 Rosedale Drive, West Hyattsville, MD 20782

Tax Map Number: 205-00-00-30 and 32

STATE OF SOUTH CAROLINA )  
                                          )  
COUNTY OF KERSHAW         )

ACKNOWLEDGMENT

The undersigned, a Notary Public for the State of South Carolina, does hereby certify that Ronnie Robinson personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal on this 15 day of March, 2004.

*Debra J. Mink* (L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 7/28/05

RRR

EXHIBIT "A"

PARCEL 1:

All that certain piece, parcel or tract of land with improvements, if any, lying, being and situate in Kershaw County, South Carolina, being One and no/100 (1.00 acre, more or less, and being more particularly shown and described as Lot 3 on that Plat prepared for Martha Ann Robinson Aiken by Thomas W. Broadway, Jr. RLS 15173, dated January 8, 2002 and recorded in the Office of the Clerk of Court for Kershaw County in Plat Book B48, at Page 8, and being bounded as follows: NORTH by property of Mary Alice Robinson; EAST by Lot 4 on said plat; SOUTH by Road S-28-744, also known as Stephens Road; and WEST by Lot 2 on said plat.

This being a portion of that property conveyed to Ronnie Robinson by deed of Martha Ann Robinson Aiken dated March 2, 2002 and recorded March 7, 2002 in the office of the Kershaw County Register of Deeds in Book 1131, at page 67.

RRR

STATE OF SOUTH CAROLINA )  
 ) AFFIDAVIT FOR EXEMPT TRANSFER  
COUNTY OF KERSHAW )

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

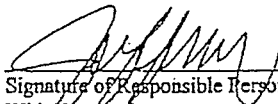
1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located at Kershaw Cty, S.C. bearing Kershaw County Tax Map Number 205-00-00-30932, was transferred by Ronnie Robinson to LOVERNE ROBINSON on Nov. 15, 2004.
3. The deed is exempt from the deed recording fee because (see information section of affidavit):

#5 love & affection for brother

4. As required by Code Section 12-24-70, I state that I am responsible person who was connected with the transaction as:

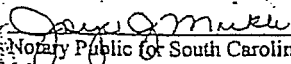
Attorney

5. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

  
\_\_\_\_\_  
Signature of Responsible Person Connected  
With Transaction

Jeffrey M. Tzerman  
\_\_\_\_\_  
Type or Print Name here

Sworn to before me this  
15 day of NOVEMBER, 2004

 (L.S.)  
Notary Public for South Carolina

My Commission Expires: 7/28/05

ELECTRONICALLY FILED - 2019 Aug 21 9:25 AM - KERSHAW - COMMON PLEAS - CASE#2019CP2800463

STATE OF SOUTH CAROLINA ) IN THE PROBATE COURT  
COUNTY OF KERSHAW )

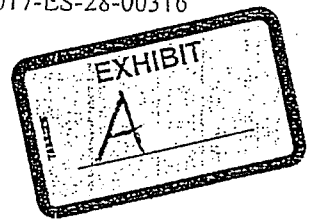
IN THE MATTER OF: CASE NUMBER: 2017-ES-28-00316

Almeter B. Robinson (decedent)

Laverne Robinson, )  
Plaintiff, )

vs. )

Martha Aiken, et al )  
Defendants. )



AFFIDAVIT

Chover Baskin states and avers as follows:

- 1) I have known Almeter Robinson and her family for many years as I have lived in the Bethune area for many years, presently residing at 412 Calvert Drive, Bethune, SC 29009.
- 2) In fact, in the 1970's, I built Almeter's block house at 2986 Stephens Road. At that time, her husband was in a wheelchair in the old home (a shack) and the older children had grown up and moved away. I remember a younger boy named Sonny living at home, as well as his older twin sisters, Mary Robinson (now Green) and Martha Robinson (now Aiken).
- 3) I remember that Mary Green and Martha Aiken contacted me because they wanted a better home for their family. I did not deal with Almeter about the new home. Mary and Martha paid me for the labor and materials (from Miller Lumber and Reeves Block) and I co-signed to help them get credit. No one else paid any funds toward the home as far as I know.
- 4) I remember they were hard working young ladies, going to high school and then working the second shift at Kendall (in Bethune) to pay for the new home. At the time, I, too, was working the second shift at Kendall, so I never dealt with Almeter who was working the first shift at a sewing plant at the time.

*Chover Baskin*  
Chover Baskin

SWORN TO AND SUBSCRIBED  
before me this the 09<sup>th</sup>  
day of November, 2017.

*Erinn Hunter*  
Notary Public for South Carolina  
My Commission Expires: 02/02/2020

WAGE, ROYALL,  
STEPHEN L.L.P.  
311 CHURCH STREET  
WYDEN, S.C. 29620



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF KERSHAW )

IN THE PROBATE COURT  
CASE NO.: 2017-ES-28-00106

Laverne Robinson, )  
 )  
 ) Plaintiff, )  
 )  
 ) vs. )  
 )  
Martha Ann Robinson Aiken, Martha Ann )  
Robinson Aiken as Trustee, Ronnie Randolph )  
Robinson, Almeter Patricia Robinson Harrison and )  
Mary Alice Robinson Green, )  
 )  
 ) Defendants. )  
 )

AFFIDAVIT OF MARTHA ANN  
ROBINSON AIKEN IN SUPPORT  
OF DEFENDANT'S MOTION  
FOR SUMMARY JUDGMENT

PERSONALLY appeared before me Martha Ann Robinson Aiken, who, after being duly sworn, states:

1. I am a Defendant in this case, and I make this Affidavit in support of the Defendants' Motion for Summary Judgment.
2. By a Trust dated October 22, 1977, Willie Robinson and Almeter B. Robinson appointed me as Trustee over their real property, which is the same real property they deeded to me, on said date, by two deeds, which were recorded in the Office of the Register of Deeds for Kershaw County in Deed Book IJ at pages 1341 and 1342.
3. The said real property is the same property described in Paragraph 6 of the Complaint; but instead of 5 acres, as reflected as the aggregate acreage cited in the two legal descriptions, the parcel contains only 4.20 acres, as shown on the attached plat.
4. On March 2, 2002, I, as Trustee, conveyed Lots 3 and 4 (as shown on said plat) to Ronnie Robinson by deed, which was recorded in Deed Book 1131 at page 67.
5. I issued this deed at the request of my mother, Almeter B. Robinson, for whose



benefit the Trust was created. It was the plan for Ronnie to hold title to Lot 3 for Laverne since Laverne was then living in Maryland.

6. On November 15, 2004, Ronnie Robinson conveyed the said Lot 3 (1.00 Acre) to Laverne Robinson by deed, which was recorded in Deed Book 1664 at page 96.

7. Ronnie Robinson has owned Lot 4 continuously since 2002, and Laverne Robinson has owned Lot 3 continuously since 2004.

8. On March 2, 2002, I, as Trustee, conveyed an undivided two-thirds (2/3) interest in Lots 1 and 2 (as shown on said plat) to Mary Alice Robinson Green and Almeter R. McCoy by deed, which was recorded in Deed Book 1133 at page 279.

9. This deed was issued in accordance with the wishes of my mother, Almeter B. Robinson, as reflected in the Amendment of Trust Agreement, which she executed on September 18, 1981, and in order to fulfill her desires with regard to said property, which she expressed to me.

10. It was my intention that I (personally) would receive an undivided one-third (1/3) interest in Lots 1 and 2 from the trust; but due to an oversight, I did not receive said interest until 2018.

11. On February 25, 2004, Mary R. Green and Almeter R. McCoy conveyed the said undivided two-thirds (2/3) interest in Lots 1 and 2 to me by deed, which was recorded in Deed Book 1522 at page 276.

12. It should be noted that, according to the 1977 Trust, the five (5) children – the Plaintiff and the Defendants – were to receive equal shares of the said parcel, which would equate to 0.84 acre of the gross acreage (4.20 acres) for each; that Laverne received 1.00 acre; that Ronnie received 1.18 acres; and that the Defendants received the following: Martha, Mary and Almeter



(jointly) 2.02 acres or 0.673 acre each.

13. Laverne, who received more property than his designated equal share, cannot complain; and he, in fact, did not complain about his share of the property prior to 2017.

14. The real property taxes on Laverne's lot (Lot 3) were reported in his name beginning in 2005, and he has confirmed that he paid the taxes on his lot as billed.

15. Laverne never complained to me or, to my knowledge, to others, about the way the 4.20 acre parcel was divided up among the five children until he filed this suit in 2017.

16. It is clear that Laverne wants the house which was constructed on Lot 2. The deeds to Mary, Almeter and me, which I issued as Trustee, were appropriate because Mary and I paid the construction costs to build the house for our parents and because this was the desire of our mother, as she expressed to me and as she expressed in the Amendment of Trust Agreement (notwithstanding that the said Amendment may be ineffective because the Trust did not reserve the right of the Donors (makers) to amend the trust).

17. More importantly, however, Laverne (and all other interested parties, including our mother) accepted as final all of the deeds exchanged among them in 2004 and before. The time to complain expired years ago.

18. There is no issue that the purpose of the trust was not served. Our mother lived in the said house (on Lot 2) until her death on February 25, 2017, and her care (a material purpose of the trust) was never a concern. By Mediation Order filed on March 28, 2017, Judge Branham found that the purpose of the trust has been served.

19. Laverne has held my house (Lot 2) hostage as his exclusive property even though he primarily resides in Maryland. It has been my desire for the last year and one-half to obtain possession of my house.



FURTHER AFFIANT SAYETH NAUGHT.

Martha Ann Robinson Aiken  
Martha Ann Robinson Aiken

SWORN to and subscribed before me  
this 25<sup>th</sup> day of September, 2018

Leonard R. Jordan, Jr. (L.S.)

Name: Leonard R. Jordan, Jr.

Notary Public for South Carolina

My Commission Expires: 1/8/23

ELECTRONICALLY FILED - 2019 Aug 21 9:25 AM - KERSHAW - COMMON PLEAS - CASE#2019CP2800463

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF KERSHAW )

IN THE PROBATE COURT  
CASE NO.: 2017-ES-28-00106

Laverne Robinson, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Martha Ann Robinson Aiken, Martha Ann )  
Robinson Aiken as Trustee, Ronnie )  
Randolph Robinson, Almeter Patricia )  
Robinson Harrison and Mary Alice )  
Robinson Green )  
 )  
Defendants. )

AFFIDAVIT OF RONNIE  
RANDOLPH ROBINSON,  
ALMETER PATRICIA ROBINSON  
HARRIS AND MARY ALICE  
ROBINSON GREEN IN SUPPORT  
OF DEFENDANT'S MOTION FOR  
SUMMARY JUDGMENT

PERSONALLY appeared before me Ronnie Randolph Robinson, Almeter Patricia Robinson Harris and Mary Alice Robinson Green, who, after being duly sworn, states:

1. We are Defendants in this case, and make this Affidavit in support of the Defendants' Motion for Summary Judgment.
2. In hindsight, and as anticipated before our mother's death, the 4 lot distributions that have been made resulted in the following:
  - A.) Laverne receiving his share, arguably more than his share.
  - B.) More importantly, our mother was able to continue to live in her home with help in close proximity, since Ronnie was able to have his home next door to her.

A sale of the trust real estate to pay expenses that the trust and our mother did not have would have made both of the above results impossible.
3. While we believe the September 18, 1981 Amendment of Trust (Exhibit B to Laverne's Complaint) is valid, even if Laverne was successful in having it declared invalid, the document is a clear statement of our mothers intent that her home go to others than Laverne, including those who paid Chover Baskin to build the home (Martha and Mary), as set forth in Chover Baskin's Affidavit dated November 29, 2017 which is attached hereto as Exhibit A.

SAVAGE, ROYAL J.  
& SHEPHERD L.L.P.  
1 CHURCH STREET  
ANDERSON, S.C. 29620



- 4. Ronnie states herein he has owned Lot 4 continuously since 2002 and he would not have established and maintained his home there if he had known there was any risk of having co-tenants imposed by the court as Laverne is attempting to accomplish.
- 5. Laverne has owned Lot 3 continuously since it was deeded in 2004 and he has never complained to any of us, or to our knowledge to any others, about the way the 4.20 acres was subdivided and deeded among the 5 parties until he filed the suits now pending.
- 6. Not only has Laverne not complained about his ownership of Lot 3, he has paid the property taxes without complaint and without seeking contribution from those he now alleges to be co-tenants.
- 7. Ronnie states that Laverne had his lot cleared with a bulldozer shortly after it was deeded, he has had it bush-hogged regularly and he even added some plantings. Further, he has had the corners marked a couple of times by a surveyor, as yet additional evidence of his claim of ownership of that lot.

WITNESS OUR HANDS AND SEALS BELOW

Signature: Ronnie Randolph Robinson  
Ronnie Randolph Robinson

SWORN to before me this 4<sup>th</sup>  
day of October, 2018

Mont B. Bay  
Notary Public for South Carolina  
My commission Expires: 1-17-2023

Signature: Almeter Patricia Robinson Harrison  
Almeter Patricia Robinson Harrison

SWORN to before me this 14<sup>th</sup>  
day of October, 2018

Mrs Bay  
Notary Public for South Carolina  
My commission Expires: 1-17-2023



Signature: Mary Alice Robinson Green  
Mary Alice Robinson Green

SWORN to before me this 4<sup>th</sup>  
day of October, 2018

Matt B. Bump  
Notary Public for South Carolina  
My commission Expires: 1-17-2023

STATE OF SOUTH CAROLINA )

IN THE PROBATE COURT

COUNTY OF KERSHAW )

Laverne Robinson,  
Plaintiff )

MOTION BRIEF

vs. )

Martha Ann Robinson Aiken, Martha  
Ann Robinson Aiken as Trustee,  
Ronnie Randolph Robinson, Almeter  
Patricia Robinson Harrison and Mary  
Alice Robinson Green,  
Defendants. )

Case No.: 2017-ES-28-00106

This action arises out of a Trust executed by Willie Robinson and Almeter B. Robinson as donors and Martha Ann Robinson as Trustee on October 22, 1997. Almeter B. Robinson and Martha Ann Robinson executed a document on September 18, 1981, the validity of which document is challenged in this lawsuit, to amend the October 22, 1977 Trust. However, under the 1977 Trust and under 1981 Amendment to the Trust, both documents require the trustee to hold the trust property for the benefit of the donors during their lifetime. Any deeds from the trustee, in order to be valid, have to be executed after the death of the survivor of the donors under either trust document. Almeter B. Robinson died on February 25, 2017, so that any deed executed by the trustee of the trust property prior to February 25, 2017 was executed in violation of the terms of the trust, whether the 1981 amendment was valid or not.



In paragraphs 10, 11, and 12 of the Complaint in this action, the Plaintiff challenges the validity of the following deeds:

a. March 2, 2002 deed from Martha Ann Robinson as Trustee conveying Lots 3 and 4 on a January 8, 2002 plat to Ronnie Robinson recorded in Book 1131 at page 67.

b. Deed dated March 2, 2002 from Martha Ann Robinson as Trustee of a 2/3 undivided interest in Lots 1 and 2 according the January 8, 2002 plat to Defendants Mary Alice Robinson Green and Almeter R. McCoy recorded in Book 1133 at page 279.

c. Deed dated February 25, 2004 from Mary R. Green and Almeter R. McCoy conveying a 2/3 undivided interest in Lots 1 and 2 as shown on the January 8, 2002 plat back Martha Ann Robinson Aiken individually recorded in Book 1522 at page 276.

The Plaintiff was not a party (a grantor or a grantee) to any of the above mentioned challenged deeds.

It must be noted that each of the deeds challenged in this lawsuit is invalid on its face because it was executed by the Trustee at a date earlier than the death of Almeter B. Robinson. Therefore, the title to Lots 1-4 of the subject property is subject to a serious title flaw that probably destroys the marketability of the title to all property covered by this lawsuit. Every square inch of property covered by this lawsuit was conveyed by the Trustee in violation of the trust agreement. If the Defendant prevails in



the Motion for Summary Judgment, then the title flaw will not be fixed, and all of the parties will be left with unmarketable title to the subject real estate.

### ARGUMENT

The Defendant has filed a Motion for Summary Judgment on two (2) estoppel theories. The first is equitable estoppel and the second is estoppel by deed.

The doctrine of estoppel applies if a person, by his actions, conduct, words or silence which amounts to a representation, or a concealment of material facts, causes another to alter his position to his prejudice or injury. Hubbard v. Beverly 197 S.C. 476 15 S.E.2d 740 (1941) Prejudice to the other party is an essential element of equitable estoppel Janasick v. Fairway Oaks Villas Horizontal Prop. Regime 307 S.C. 339 415 S.E. 2d 384 (1992) with regards to the party estopped, the elements of estoppel are:

(1) Conduct amounting to a false representation or concealment of material facts, or, at least, which is calculated to convey the impression that the facts are otherwise than, an inconsistent with, those which the party subsequently attempts to assert,

(2) the intention or expectation that such conduct be acted upon by the other party; and

(3) actual or constructive knowledge of the real facts. Southern Dev. Land and Golf Co. v. South Carolina Pub. Serv. Auth. 311 S.C. 29, 426 S.E. 2d 748 (1993)

The affidavits produced by the Defendant in support of its Motion for Summary Judgment do not show any deceptive act by the Plaintiff that caused the Defendants to change their position to their detriment. The crux of the Defendants' argument is that on November 15, 2004, Ronnie Robinson, for reasons known only to him, executed a deed of lot 3 of the subject real property to Laverne Robinson. A careful examination of that deed reveals that the grantee's address is BelAir Estates, 6108 Rosedale Drive, West Hyattsville, Maryland 20782. The Affidavits submitted by the Defendants do not show anything that the Plaintiff did to induce or deceive Ronnie Robinson into executing that deed. The Defendant alleges no act by the Plaintiff to induce or persuade Ronnie Robinson to execute that deed. Nothing in the Affidavits indicates that the Plaintiff caused the deed to be executed or recorded.

The Defendant has failed to show the essential elements of equitable estoppel. The Defendant has failed to show conduct amounting to a false representation or concealment of material facts. The Defendant has failed to show any evidence of intention by the Plaintiff to deceive Ronnie Robinson into executing the deed to Lot 3. Finally, the Defendant has failed to show any prejudice to Ronnie Robinson or any other Defendant arising from any act or silence by the Plaintiff. Equitable title to Lot 3 was still in Martha Ann Robinson as Trustee in 2004 when the deed to the Plaintiff was executed

because Almeter B. Robinson was still living at that point, and all deeds out of the Trustee prior to the death of Almeter B. Robinson were void anyway. Ronnie Robinson was not authorized to convey title to the Plaintiff because the Trustee was not authorized to convey title to Ronnie Robinson when she executed the deed in 2002 of Lots 3 and 4 to Ronnie Robinson. Therefore, the Defendants did not suffer any prejudice by executing the November 15, 2004 deed of Lot 3 to the Plaintiff.

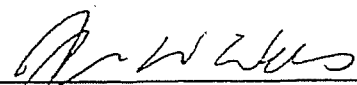
The Defendant also argues that Summary Judgment should be granted under the theory of estoppel by deed. Estoppel by Deed is a bar which precludes a party to a deed and his privies from asserting as against the other and his privies any right or title in derogation of the deed, or from denying the truth of any material fact asserted in it. Hipps v. Hipps 288 S.C. 564, 343 S.E. 2d 669 (S.C. App. 1986) 31 C.J.S. Estoppel §10 at 295 (1964) The Plaintiff challenges the validity of three (3) deeds in this lawsuit which are listed above. The Plaintiff was not a party (a grantor or a grantee) in any of the challenged deeds. Therefore, the doctrine of estoppel by deed cannot apply to this case.

#### CONCLUSION

In conclusion, the Defendants Motion for Summary Judgment should be denied. The Defendant has not shown any deceptive act by the Plaintiff creating an issue of equitable estoppel, and the Plaintiff was not a party to the challenged deeds so that estoppel by deed does not apply. Furthermore, if this case is dismissed without

addressing the deeds executed in violation of the trust agreement, then all parties including the Plaintiff and the Defendants will have a glaring title flaw on all the subject property to this lawsuit. The deeds from the trustee during the lifetime of the donor were clearly unauthorized by the trust, and are subject to challenge forever.

**BAXLEY, PRATT & WELLS, P.A.**

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Dated: November 13, 2018

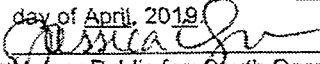
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF KERSHAW )  
 )  
IN THE MATTER OF: )  
Almeter B. Robinson )  
(Decedent) )  
Laverne Robinson )  
 )  
Appellant(s), )  
 )  
vs. )  
 )  
Martha Ann Robinson Aiken, Martha Ann Robinson )  
as Trustee, Ronnie Randolph Robinson, Almeter )  
Patricia Robinson Harrison and Mary Alice )  
Robinson Green )  
 )  
Respondent(s). )

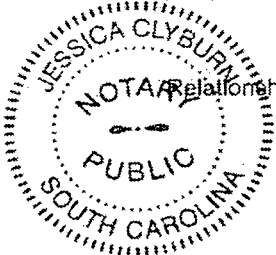
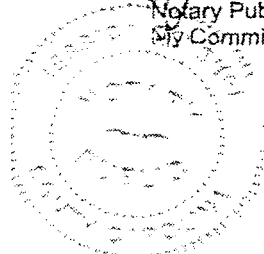
IN THE CIRCUIT COURT  
Appeal from Probate Court for KERSHAW County  
CASE NUMBER: 2017-ES-28-00106

**NOTICE OF INTENT TO APPEAL TO  
CIRCUIT COURT**

Pursuant to SCPC 62-1-308, Appellant hereby provides his Notice of Appellant's Intent to Appeal the Amended Order of the Probate Court dated April 24, 2019. Said Amended Order was received by the Appellant or Appellant's counsel on April 25, 2019. A copy of said Final Amended Order is attached.

Respectfully submitted,

SWORN to before me this 26th  
day of April, 2019  
  
Notary Public for: South Carolina  
My Commission Expires: 9/28/25



Signature: S/John W. Wells  
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Telephone (Work): (803) 438.4200  
(Home): \_\_\_\_\_  
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Relationship to Decedent/Estate: Attorney for Appellant  
  
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**IMPORTANT:**

1. This Notice must be filed with the Probate Court, the Circuit Court, and all parties not in default within ten (10) days after receipt of written notice of the appealed-from order, sentence, or decree of the Probate Court. Parties must comply with requirements set forth in SCPC 62-1-308.
2. This form is not intended for appeals other than appeals to the County Circuit Court. An Appeal to a Court other than the County Circuit Court must follow SCPC 62-1-308(l) and the South Carolina Appellate Court Rules, as applicable.

STATE OF SOUTH CAROLINA )  
COUNTY OF KERSHAW )  
IN THE COURT OF COMMON PLEAS  
FIFTH JUDICIAL CIRCUIT

IN THE MATTER: ) C.A. NO. 2019-CP-28-00463  
Almeter B. Robinson )  
(Decedent) )  
Laverne Robinson. )  
Appellant, )  
vs. )

Martha Ann Robinson Aiken, Martha Ann )  
Robinson as Trustee, Ronnie Randolph )  
Robinson, Almeter Robinson Harrison and )  
Mary Alice Robinson Green; )  
Respondents. )

**STATEMENT OF ISSUES ON APPEAL**

NOW COMES Appellant, by and through his undersigned counsel, and submits his statement of Issues on Appeal.

1. Did the Probate Court err in granting summary judgment?
2. Did the Probate Court make sufficient findings of fact and conclusions of law to support the granting of summary judgment?
3. Did the Probate Court commit error in finding that no genuine issues of material fact were to be decided.

Dated this the 7<sup>th</sup> day of June 2019.

Respectfully Submitted,

**BAXLEY, PRATT & WELLS, PA**  
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Respectfully Submitted.

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s/William L. Pyatt

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STATE OF SOUTH CAROLINA )  
COUNTY OF KERSHAW )

IN THE COURT OF COMMON PLEAS  
FIFTH JUDICIAL CIRCUIT  
CASE NO.: 2019-CP-28-00463

IN THE MATTER OF: )  
Almeter B. Robinson (Decedent) )  
Lavern Robinson, )

Appellant(s), )

vs. )

Martha Ann Robinson Aiken, Martha Ann )  
Robinson as Trustee, Ronnie Randolph )  
Robinson, Almeter Robinson Harrison and )  
Mary Alice Robinson Green, )

Respondent(s). )

**BRIEF OF APPELLANT**

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Attorney for Appellant

566073

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(1992)

**Southern Dev. Land and Gold Co. v. South Carolina Pub. Serv. Auth.** 311 S.C. 29, 426 S.E.  
2d 748 (1993)

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### STATUTES

### OTHER AUTHORITIES

Rule 56 (c) SCRPC

31 CJS Estoppel § 10 at 295 (1964)

**STATEMENT OF ISSUES ON APPEAL**

1. Did the Probate Court err in granting summary judgement?
2. Did the Probate Court make sufficient findings of fact and conclusions of law to support the granting of summary judgement?
3. Did the Probate Court commit error in finding that no genuine issues of material fact were to be decided?

### STATEMENT OF THE CASE

The primary issue before the court is whether the Kershaw County Probate Court err in granting a Motion for Summary Judgement herein and moreover, Appellant will show that the Court did not make sufficient findings of fact and conclusions of law to justify the granting of Summary Judgement herein.

Appellant asserts that there are genuine issues of material fact that needs to be decided and that this case should be remanded back to the Probate Court for trial.

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## ARGUMENTS

### I. THE ESTOPPEL THEORIES SUBMITTED TO THE PROBATE COURT DO NOT WARRANT THE GRANTING OF SUMMARY JUDGEMENT IN THIS CASE.

The doctrine of estoppel applies if a person, by his actions, conduct, words or silence which amounts to a representation, or a concealment of material facts, causes another to alter his position to his prejudice or injury. Hubbard v. Beverly 197 S.C. 476 15 S.E. 2d 740 (1941) Prejudice to the other party is an essential element of equitable estoppel. Janasick v. Fairway Oaks Villas Horizontal Prop. Regime 307 S.C. 339 415 S.E. 2d 384 (1992) with regards to the party estopped, the elements of estoppel are:

(1) Conduct amounting to a false representation or concealment of material facts, or, at least, which is calculated to convey the impression that the facts are otherwise than, an inconsistent with, those which the party subsequently attempts to assert,

(2) the intention or expectation that such conduct be acted upon by the other party; and

(3) actual or constructive knowledge of the real facts. Southern Dev. Land and Golf Co. v. South Carolina Pub. Serv. Auth. 311 S.C. 29, 426 S.E. 2d 748 (1993)

The affidavits produced by the Respondents in support of its Motion for Summary Judgement do not show any deceptive act by the Plaintiff that caused the Respondents to change their position to their detriment. The crux of the Respondents' argument is that on November 15, 2004, Ronnie Robinson, for reasons known only to him, executed a deed of lot 3 of the subject real property to Laverne Robinson. A careful examination of that deed reveals that the grantee's address is BelAir Estates, 6108 Rosedale Drive, West Hyattsville, Maryland 20782. The Affidavits submitted by the Respondents do not show anything that the Plaintiff did to induce or deceive Ronnie Robinson into executing that deed. The Respondents alleges no act by the

Plaintiff to induce or persuade Ronnie Robinson to execute that deed. Nothing in the Affidavits indicates that the Plaintiff caused the deed to be executed or recorded.

The Respondents have failed to show the essential elements of equitable estoppel. The Respondents have failed to show conduct amounting to a false representation or concealment of material facts. The Respondents have failed to show any evidence of intention by the Plaintiff to deceive Ronnie Robinson into executing the deed to Lot 3. Finally, the Respondents have failed to show any prejudice to Ronnie Robinson or any other Respondent arising from any act or silence by the Plaintiff. Equitable title to Lot 3 was still in Martha Ann Robinson as Trustee in 2004 when the deed to the Plaintiff was executed because Almeter B. Robinson was still living at that point, and all deeds out of the Trustee prior to the death of Almeter B. Robinson were void anyway. Ronnie Robinson was not authorized to convey title to the Plaintiff because the Trustee was not authorized to convey title to Ronnie Robinson when she executed the deed in 2002 of Lots 3 and 4 to Ronnie Robinson. Therefore, the Respondents did not suffer any prejudice by executing the November 15, 2004 deed of Lot 3 to the Plaintiff.

The Respondents also argue that Summary Judgement should be granted under the theory of estoppel by deed. Estoppel by Deed is a bar which precludes a party to a deed and his privies from asserting as against the other and his privies any right or title in derogation of the deed, or from denying the truth of any material fact asserted in it. Hipps v. Hipps 288 S.C. 564, 343 S.E. 2d 669 (S.C. App. 1986) 31 C.J. S. Estoppel §10 at 295 (1964). The Plaintiff challenges the validity of three (3) deeds in this lawsuit which are listed above. The Plaintiff was not a party (a grantor or grantee) in any of the challenged deeds. Therefore, the doctrine of estoppel by deed cannot apply to this case.

II. RESPONDENTS FAILED TO SHOW ANY DECEPTIVE ACTS COMMITTED BY APPELLANT.

The Respondents Motion for Summary Judgement should be denied. The Respondents have not shown any deceptive act by the Plaintiff creating an issue of equitable estoppel, and the Plaintiff was not a party to the challenged deeds so that estoppel by deed does not apply. Furthermore, if this case is dismissed without addressing the deeds executed in violation of the trust agreement, then all parties including the Plaintiff and the Respondents will have a glaring title flaw on all the subject property to this lawsuit. The deeds from the trustee during the lifetime of the donor were clearly unauthorized by the trust, and are subject to challenge forever.

**CONCLUSION**

For the reasons stated herein, this Court should reverse the Order of the Kershaw County Probate court and grant Appellant the relief prayed for in his Complaint, or in the alternative, remand for a trial on the merits.

Dated this the 8<sup>th</sup> day of July, 2019.

Respectfully Submitted,

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STATE OF SOUTH CAROLINA )  
COUNTY OF KERSHAW )

IN THE COURT OF COMMON PLEAS  
FIFTH JUDICIAL CIRCUIT  
CASE NO.: 2019-CP-28-00463

IN THE MATTER OF: )  
Almeter B. Robinson (Decedent) )  
Lavern Robinson, )  
Appellant(s), )

**CERTIFICATE OF COUNSEL**

vs. )  
Martha Ann Robinson Aiken, Martha Ann )  
Robinson as Trustee, Ronnie Randolph )  
Robinson, Almeter Robinson Harrison and )  
Mary Alice Robinson Green, )  
Respondent(s). )

The undersigned certifies that this Brief and Appellant complies with Rule 211 (b), SCACR

July 08, 2019

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STATE OF SOUTH CAROLINA )  
COUNTY OF KERSHAW )

IN THE COURT OF COMMON PLEAS  
FIFTH JUDICIAL CIRCUIT

IN THE MATTER OF: )

CASE NO.: 2019-CP-28-00463

Almeter B. Robinson (Decedent) )

Lavern Robinson, )

Appellant(s), )

vs. )

RECORD ON APPEAL

Martha Ann Robinson Aiken, Martha Ann )

Robinson as Trustee, Ronnie Randolph )

Robinson, Almeter Robinson Harrison and )

Mary Alice Robinson Green, )

Respondent(s). )

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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.

August \_\_\_\_\_, 2019

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