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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Appellate Case No. 2021-000017

APPEAL FROM CHEROKEE COUNTY
Court of Common Pleas

Gordon G. Cooper, Circuit Court Judge

Case No. 2020-CP-11-00040

Yvonne J. Robinson

Respondent,

v.

Donray Curtis Jones, Cynthia
Denise Jones, Emma Kelly
Washington, and Troy Eliazer
Washington

Appellants.

RECORD ON APPEAL

Scott F. Talley
134 Oakland Avenue
Spartanburg, SC 29302

Attorney for the Respondent

Donray & Cynthia Jones
125 Hudnut Drive
Pacolet, SC 29372

Troy & Emma Washington
118 Hudnut Drive
Pacolet, SC 29372

Appellants

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STATE OF SOUTH CAROLINA
COUNTY OF CHEROKEE

IN THE COURT OF COMMON PLEAS

Yvonne J. Robison

Plaintiffs,

Donray Curtis Jones; Cynthia Curtis Jones;
Emma Kelly Washington; Troy Eliazer
Washington

Defendants,

ORDER

(Partition Action)

CASE NO.: 2020-CP-11-00040

This Partition Action is before this Court on an Order of Reference issued by Amy W. Cox Spartanburg County Clerk of Court on **February 13th, 2020**. South Carolina Code §15-61-25 sets out the procedures that must be followed in partition actions filed after May 25, 2006 which are as follows:

- (A) The non-petitioning joint tenants or tenants in common who are interested in purchasing the property shall notify the Court of that interest no later than ten (10) days prior to the date set for the trial of the case.
- (B) In the circumstances described in paragraph (A), and in the event the parties cannot reach agreement as to the price, the value of the interest or interests to be sold shall be determined by one or more competent real estate appraisers, as the Court shall approve, appointed for that purpose by the Court. The appraisers appointed pursuant to this section shall make their report in writing to the Court within thirty (30) days after their appointment. The costs of the appraisers appointed pursuant to this section shall be taxed as a part of the cost of court to those seeking to purchase the interests of the joint tenants or tenants in common petitioning to sell their interest in the property described in the petition for partition.
- (C) In the event that the petitioning joint tenants or tenants in common object to the value of the interests as determined by the appointed appraisers, those joint tenants or tenants in common shall have ten (10) days from the date of filing of the report to file written notice of objection to the report and request a hearing before the Court on the value. An evidentiary hearing limited to the proposed valuation of the interests of the petitioning joint tenants or tenants in common shall be conducted, and an order as to the valuation of the interests of the petitioning joint tenants or tenants in common shall be issued.
- (D) After the valuation of the interest in property is completed as provided in paragraphs (B) or (C), the non-petitioning joint tenants or tenants in common seeking to purchase the interest of those filing the petition shall have forty-five (45) days to pay into the Court the price set as the value of those interests to be purchased. Upon the payment and approval of it by the Court, the Court shall execute and deliver or

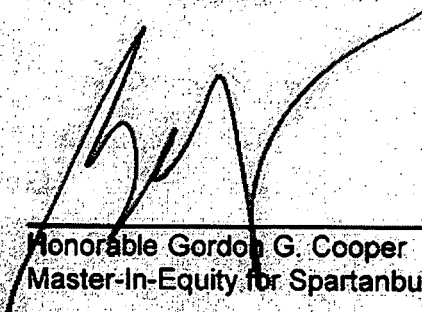
cause to be executed and delivered the proper instruments transferring title to the purchasers.

- (E) In the event that the non-petitioning joint tenants or tenants in common fail to pay the purchase price as provided in paragraph (D), the Court shall proceed according to its traditional practices in partition sales.

THEREFORE, IT IS HEREBY ORDERED that this Partition Action is subject to the provisions of South Carolina Code §15-61-25.

IT IS FURTHER ORDERED that the Attorney for the Plaintiff shall provide a copy of this Order to all Defendants in this action at their last known address and file a Certificate of Mailing with the Spartanburg County Clerk of Court.

AND IT IS SO ORDERED this 19th day of February 2020.



Honorable Gordon G. Cooper
Master-In-Equity for Spartanburg County

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2020-CP-11-00040

Yvonne J. Robinson

Donray Curtis Jones; Cynthia Denise
Jones; Emma Kelly Washington; Troy
Eliazer Washington

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Court

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

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. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **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 ☐ Statement of Judgment by the Court.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

Order (Partition Action)

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order.

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

02-19-2020
Date

This judgment was entered on the 24 day of Feb., 2020 and a copy mailed first class or placed in the appropriate attorney's box on this 24 day of Feb. 2020 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY FOR DEFENDANT(S)

Eddy L. McE

CLERK OF COURT

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRPC.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

ROA 4

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2020 CP-11-00040

YVONNE J. ROBINSON

DONRAY CURTIS JONES, ET AL.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Scott F. Talley

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

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. ☐ See Page 2 for additional information.
- ☐ **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: A hearing was held on October 13, 2020. The parties may resolve this matter among themselves as to Plaintiff's interest in the land that is subject of this action on or before November 12, 2020. Counsel for the Plaintiff shall inform the Court on November 12, 2020 if no resolution has been reached, or before if a resolution is reached between the parties. If no resolution is agreed upon, the Court will issue its decision.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order.		

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Date _____

ROA 6

STATE OF SOUTH CAROLINA)
COUNTY OF CHEROKEE)

IN THE COURT OF COMMON PLEAS

Yvonne J. Robinson)
Plaintiff,)

FINAL ORDER

vs.)

Case No. 2020-CP-11-00040

Donray Curtis Jones, Cynthia Denise Jones,)
Emma Kelly Washington and Troy Eliazer)
Washington,)
Defendants.)

This matter was before me for a final hearing on Tuesday, October 13, 2020 pursuant to an Order of Reference filed February 13, 2020. Said Order of Reference was to make appropriate findings of fact and conclusions of law with authority to enter a final judgment.

Plaintiff initially filed her Lis Pendens, Summons and Complaint on January 14, 2020. An Amended Complaint was properly filed on January 16, 2020. In her Amended Complaint, Plaintiff is seeking a partition, in kind, or in the alternative, a reformation of the Warranty Deed recorded in Deed Book 84, Page 1910, Cherokee County Register of Deeds. The subject property is more fully described as follows:

All that certain piece, parcel or lot of land lying, situate and being in the State of South Carolina, County of Cherokee, known as 3.84 acres, located on Union Highway and Hudnut Drive as shown on plat prepared for William L. Moss, Jessie Moss and Wesley A. Gordon by Lavender, Smith & Associates, Inc. dated March 7, 1994 and recorded in Book S-111, Page 6 of the Clerk's Office for Cherokee County, reference to which is made for the purpose of providing a more particular description of said real property.

DERIVATION: This being the same property conveyed to Emma Kelly Washington and Troy Eliazer Washington, as joint tenants with rights of survivorship and no as tenants in common and to Donray Curtis Jones and Cynthia Denise Jones as joint tenants with rights of survivorship and not as tenants in common by Warranty Deed from Yvonne J. Robinson recorded in Deed Book 84, Page 1910 on April 25, 2016 in

Office of the Register of Deeds for Cherokee County, South Carolina. See also, this being a fractional interest in the real property conveyed to Yvonne J. Robinson by deed of Lee's Interior Design, LLC dated September 3, 2014 and recorded on September 9, 2014 in Deed Book 71, Page 926 of the Office of the Register of Deeds for Cherokee County, South Carolina.

Defendants were served with the Lis Pendens, Amended Summons and Amended Complaint on or about January 21, 2020 as shown by the Affidavits of Service that were e-filed January 24, 2020. Defendants sent a letter to Plaintiff's counsel on February 2, 2020 as an answer to Plaintiff's Amended Complaint. Said letter was e-filed on October 12, 2020 in advance of this hearing. On May 29, 2020, Defendants filed another document with the Clerk of Court for Cherokee County indicating they wanted to purchase the 1/3 interest of the Plaintiff in the subject property.

On February 24, 2020, the Court filed its Order (Partition Action) which was also served on Defendants by counsel for the Plaintiff. Notice of the date, time and place of today's hearing was served upon the Defendants and e-filed with the Court. At the call of the case, Plaintiff was present with her attorney, Scott F. Talley, Esquire. All Defendants were also present in the courtroom and expressed their desire to proceed pro se in this matter. The Court questioned the Defendants about this matter and their understanding of these proceedings; the Defendants acknowledged understanding and their desire to represent themselves in this matter.

Plaintiff presented the Warranty Deed filed in Book 84, Page 1910, Cherokee County Register of Deeds. The parties agreed, via their testimony, that Plaintiff purchased the property and paid the purchase price for it on or about September 3, 2014. Defendants were to pay Plaintiff their share of the purchase price. The parties had agreed to buy land and put their homes on the land. At the time of purchase, Defendants did not have the funds to do so; Plaintiff therefore advanced the full purchase price. Plaintiff placed a home on the land, and both Defendant couples

did so as well. In April 2016, Plaintiff signed a Deed to the Defendants. Plaintiff believed that said deed was conveying to each Defendant couple approximately 1/3 of the total property, specifically the 1/3 of the total property upon which their home was located. The Deed, previously referenced, did not do what Plaintiff thought it did; in fact, said Deed conveyed 1/3 interest in the property to each Defendant couple. Therefore, upon the Deed being recorded on April 25, 2016, the Plaintiff and all Defendants owned the entire property as tenants in common. This deed, recorded in Book 84, Page 1910, Cherokee County Register of Deeds, was entered into evidence.

Plaintiff, later realizing what the Deed actually did, had a survey prepared by Cole Land Surveying, LLC on October 15, 2019. The plat of said survey was approved by Cherokee County and recorded on November 7, 2019 in Plat Volume 117, Page 1304, Cherokee County Register of Deeds. This plat divided the property into Parcel A (approx.. 1.28 acres); Parcel B (approx.. 1.27 acres) and Parcel C (approx.. 1.28 acres). This plat is the basis for Plaintiff's request to partition the property in kind as set forth in said plat. Referring to the plat, Plaintiff resides on Parcel B. Defendants Troy Washington and Emma Kelly Washington reside on Parcel A and Defendants Donray Curtis Jones and Cynthia Denise Jones reside on Parcel C. In addition to asking for the partition of the subject property in kind, Plaintiff requested attorney's fees pursuant to SC Code 15-61-110. An Affidavit of Attorney's Fees was entered into evidence.

Defendants all denied that they intended to divide the property with Plaintiff as shown on the referenced plat. They all testified that they desired for the entire 3.84 acres tract to remain owned by all parties to this matter as tenants in common, even understanding that they could not sell their "share" or "portion" of the land without the consent of all other owners, including the Plaintiff.

#3


At the close of testimony, the Court encouraged all parties to try to reach a resolution before it had to take make a decision based on the pleadings and law to be applied in this matter. The parties did not reach any resolution so this Order was issued.

Based on my review of the pleadings, the testimony and evidence presented at the hearing as well as the applicable law in South Carolina, I hereby make the following findings of fact:

1. Plaintiff is a resident of and domiciled in the State of South Carolina. Plaintiff is an owner of the subject property.
2. Defendants are residents of and domiciled in the County of Cherokee, State of South Carolina. Defendants are owners of the subject property by way of conveyances set forth in the derivation clause below.
3. Service of the Amended Summons and Complaint was proper.
4. The property which is the subject of this action is located in Cherokee County, South Carolina, and this Court has jurisdiction over the parties and subject matter.
5. All parties were given proper notice of the date, time and place of the final hearing.
6. At the time of the final hearing, the 3.84 acres tract of land is owned by Plaintiff with one-third (1/3) ownership; Defendants Donray Curtis Jones and Cynthia Denise Jones with one-third (1/3) ownership; and, Defendants Emma Kelly Washington and Troy Eliazer with one-third (1/3) ownership of the subject property as tenants in common based on the Deed recorded in Book 84, Page 1910, Cherokee County Register of Deeds.
7. Regardless of the parties intentions or understanding at the time said Deed was signed in 2016, pursuant to South Carolina law, Plaintiff is entitled to file this action and request the relief she seeks herein, partition in kind of the subject property.

ROA 10



8. No alternative partition in kind was offered by the Defendants in response to Plaintiff's request to partition the property as set forth in the October 2019 plat. While Defendants wished to purchase the Plaintiffs interest in the subject property, that was not agreed to by all parties.
9. I have considered all relevant factors required of me and the fee affidavit presented at the hearing by the Plaintiff regarding an award of attorneys fees and costs in an action such as this pursuant to SC Code 16-51-110. I find that each Defendant couple shall be responsible for 1/3 of the Plaintiff's fees and costs incurred in this matter. The total fee is \$3500, and the costs incurred are \$116.24.

Based on these findings of fact, it is hereby ordered as follows:

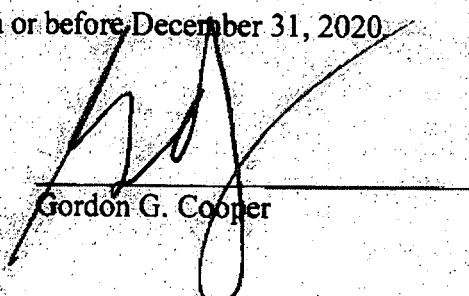
1. The subject property be partitioned pursuant to the survey prepared by Cole Land Surveying recorded November 7, 2019 and attached hereto;
2. Upon filing of this Order in the Cherokee County Register of Deeds, the assessor's records and property records, for tax purposes, shall be amended to show:
Defendants Troy Washington and Emma Kelly Washington as owners of Parcel A as set forth on said plat (Grantor Yvonne J. Robinson, Grantees Troy Washington and Emma Kelly Washington); Plaintiff Yvonne J. Robinson as owner of Parcel B as set forth on said plat (Grantor Lee's Interior Design, LLC; Grantee Yvonne J. Robinson); and Defendants Donray Curtis Jones and Cynthia Denise Jones as owners of Parcel C as set forth on said plat (Grantor Yvonne J. Robinson; Grantees Donray Curtis Jones and Cynthia Denise Jones);

Handwritten signature and initials, possibly "HS" and a stylized signature.

3. Each of the three parcels shall be issued a separate tax map number and be owned free of any claim by the party designated herein from claims of the other parties named herein; and
4. Plaintiffs request for attorneys fees and costs is hereby granted. Defendants Troy Washington and Emma Kelly Washington shall pay the amount of \$1205.41 as their 1/3 of the total fees/costs. Defendants Donray Curtis Jones and Cynthia Denise Jones shall pay the amount of \$1205.41 as their 1/3 of the total fees/costs. These amounts shall be paid directly to Plaintiff's counsel at his office, 134 Oakland Avenue, Spartanburg, South Carolina 29302 on or before December 31, 2020.

It is so ordered!

November 30, 2020


Gordon G. Cooper

ROA 12

#6
gx

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2020 CP-11-00040

YVONNE J. ROBINSON

DONRAY CURTIS JONES, ET AL.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Scott F. Talley

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

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. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ 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: A hearing was held on October 13, 2020. The parties may resolve this matter among themselves as to Plaintiff's interest in the land that is subject of this action on or before November 12, 2020. Counsel for the Plaintiff shall inform the Court on November 12, 2020 if no resolution has been reached, or before if a resolution is reached between the parties. If no resolution is agreed upon, the Court will issue its decision.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk:

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:
118, 121 and 125 Hudnut Drive, Pacolet, SC 29372
111-00-00-002.00

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

3065
Judge Code

12-1-2020
Date

For Clerk of Court Office Use Only

This judgment was entered on the 4 day of Dec., 2020 and a copy mailed first class or placed in the appropriate attorney's box on this 4 day of Dec., 2020 to attorneys of record or to parties (when appearing pro se) as follows:

Scott F. Talley

134 Oakland Avenue

Spartanburg, SC 29302

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA)
COUNTY OF CHEROKEE)

IN THE COURT OF COMMON PLEAS

Yvonne J. Robinson)
Plaintiff,)
vs.)
Donray Curtis Jones, Cynthia Denise Jones,)
Emma Kelly Washington and Troy Eliazar)
Washington,)
Defendants.)

AMENDED SUMMONS

Case No. 2020-CP-11-00040

(NON-JURY)

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this Amended Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service; and, if you fail to answer the Amended Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Amended Complaint.

TALLEY LAW FIRM, P.A.

/s/ Scott F. Talley
Scott F. Talley
134 Oakland Avenue
Spartanburg, SC 29302
864/595-2966

January 16, 2020

STATE OF SOUTH CAROLINA)
COUNTY OF CHEROKEE)

IN THE COURT OF COMMON PLEAS

Yvonne J. Robinson)

Plaintiff,)

vs.)

Donray Curtis Jones, Cynthia Denise Jones,)
Emma Kelly Washington and Troy Eliazer)
Washington,)

Defendants.)

AMENDED COMPLAINT

Case No. 2020-CP-11- 00040

(NON-JURY)

NOW, COMES THE PLAINTIFF COMPLAINING OF THE DEFENDANTS AS FOLLOWS:

1. Plaintiff is a resident of and domiciled in the State of South Carolina. Plaintiff is an owner of the subject property.
2. Defendants are, upon information and belief, residents of and domiciled in the County of Cherokee, State of South Carolina. Defendants are owners of the subject property by way of conveyances set forth in the derivation clause below.
3. The property which is the subject of this action is located in Cherokee County, South Carolina, and this Court has jurisdiction over the subject matter hereto.
4. The property that is the subject of this action is more fully described as follows:

All that certain piece, parcel or lot of land lying, situate and being in the State of South Carolina, County of Cherokee, known as 3.84 acres, located on Union Highway and Hudnut Drive as shown on plat prepared for William L. Moss, Jessie Moss and Wesley A. Gordon by Lavender, Smith & Associates, Inc. dated March 7, 1994 and recorded in Book S-111, Page 6 of the Clerk's Office for Cherokee County, reference to which is made for the purpose of providing a more particular description of said real property.

DERIVATION: This being the same property conveyed to Emma Kelly Washington and Troy Eliazer Washington, as joint tenants with rights of survivorship and no as tenants in common and to Donray Curtis Jones and Cynthia Denise Jones as joint tenants with rights of survivorship and not as tenants in common by Warranty Deed from Yvonne J. Robinson recorded in Deed Book 84, Page 1910 on April 25, 2016 in

Office of the Register of Deeds for Cherokee County, South Carolina. See also, this being a fractional interest in the real property conveyed to Yvonne J. Robinson by deed of Lee's Interior Design, LLC dated September 3, 2014 and recorded on September 9, 2014 in Deed Book 71, Page 926 of the Office of the Register of Deeds for Cherokee County, South Carolina.

5. Upon information and belief, the subject property is now owned by Plaintiff with one-third (1/3) ownership; Defendants Donray Curtis Jones and Cynthia Denise Jones with one-third (1/3) ownership; and, Defendants Emma Kelly Washington and Troy Eliazar with one-third (1/3) ownership of the subject property based on an erroneous deed recorded in Deed Book 84, Page 1910, Cherokee County Register of Deeds.
6. At the time of signing the Warranty Deed (Exhibit A attached hereto) recorded April 25, 2016, it was the intent of the Grantor, your Plaintiff in this action, to divide the property into three (3) parcels as indicated on the survey (Exhibit B attached hereto) recorded November 7, 2019 and prepared by Cole Land Surveying, with each party owning one of those three (3) parcels.
7. All parties to this action now own the entirety of the subject property based on the erroneous deed.
8. The Plaintiff is informed and believes that the property should be partitioned, in kind, pursuant to the survey attached hereto.
9. Plaintiff is informed and believe that the attorney's fees and costs required to accomplish this partition should be assessed against the Defendants interest as provided in Section 15-61-110 of the 1976 Code of Laws for South Carolina, as amended.

FOR A SECOND CAUSE OF ACTION

10. Plaintiff incorporates herein her previous allegations.
11. Plaintiff alleges that the deed referenced above for the subject property should be reformed based on the mutual mistakes of both Plaintiffs and the Defendant.

12. Plaintiff alleges that the conduct of the parties regarding the subject property subsequent to the recording of the deed referenced above is evidence of the mutual mistake of the parties.

13. Plaintiff is informed and believes that the Court should reform said deed to comply with the plat attached hereto as Exhibit B which sets forth the intent of the Plaintiff and is supported by the subsequent conduct of the Defendants.

WHEREFORE, Plaintiffs pray that the Court:

1. That the subject property be partitioned pursuant to the survey prepared by Cole Land Surveying recorded November 7, 2019 and attached hereto;
2. Assess attorney's fees and costs against the Defendants as provided in Section 15-61-110 of the 1976 Code of Laws for South Carolina, as amended;
3. In the alternative, the deed recorded in Deed Book 84, Page 1910, Cherokee County Register of Deeds shall be set aside and Plaintiff ordered to sign new deeds in accordance with the survey attached hereto as Exhibit B and,
4. For such other and further relief as this Court may deem just and proper.

TALLEY LAW FIRM, P.A.

/s/ Scott F. Talley
Scott F. Talley
134 Oakland Avenue
Spartanburg, SC 29302
864/595-2966

January 16, 2020

Donray C. Jones and Cynthia D. Jones
125 Hudnut Drive, Pacolet, SC 29372

Troy E. Washington and Emma K. Washington
118 Hudnut Drive, Pacolet, SC 29372

May 29, 2020

Master-in-Equity
Spartanburg County Judicial Center
180 Magnolia Street
Spartanburg, SC 29306

FILED IN OFFICE OF
CLERK OF COURT
CHEROKEE COUNTY, S.C.
2020 MAY 29 PM 4:41
BRANDY W. MCBEE

Re: Yvonne J. Robinson vs. Donray Curtis Jones, Cynthia Denise Jones, Emma Kelly Washington and Troy Eliazer Washington

Case number 2020-CP-11-00040

Partition Action

In reference to the Notice of Hearing served on us, we wish to inform the court of our interest in purchasing the one-third interest ownership of Yvonne J. Robinson in the property described as follows:

All that certain piece, parcel or lot of land lying, situate and being in the State of South Carolina, County of Cherokee, known as 3.84 acres, located on Union Highway and Hudnut Drive as recorded in Deed Book 84, Page 1910 on April 25, 2016 in Office of the Register of Deeds for Cherokee County, South Carolina.

Yours sincerely,

Donray Curtis Jones

Cynthia Denise Jones

Emma Kelly Washington

Troy Eliazer Washington

p.p. *Cynthia D. Jones*

ROA 19

1 JUDGE COOPER: Let's go on the record then.
2 This is case number 2020-CP-11-00040. This is a
3 Cherokee County case. The caption of the case is
4 Yvonne Robinson versus Donray Curtis Jones, Cynthia
5 Denise Jones, Emma Kelly Washington and Troy Eliazer
6 Washington.

7 So everybody is listed in the caption. All
8 the parties are present in the courtroom. Mr. Talley,
9 you are the plaintiff. Are you ready to proceed?

10 MR. TALLEY: Yes, sir. Your Honor, may it
11 please the Court, we are here today on the amended
12 complaint filed on this matter on June 16, 2020. My
13 name is Scott Talley on behalf of the plaintiff Yvonne
14 Robinson.

15 As Your Honor indicated, this is a Cherokee
16 County case pursuant to an order of reference, such
17 that we can conduct these proceedings. Your Honor,
18 this is in regards to a tract of land totaling
19 approximately 3.84 acres located in Cherokee County.
20 And I am happy to call my first witness.

21 JUDGE COOPER: Let's see, she will take a
22 seat right over there.

23 YVONNE ROBINSON
24 being first duly sworn, testified as follows:

25 JUDGE COOPER: Please state your full name

1 for the record.

2 THE WITNESS: Yvonne Robinson.

3 JUDGE COOPER: We are all going to have to
4 speak slower and louder because of these masks, so
5 let's just remember that as we answer the questions and
6 go through.

7 EXAMINATION

8 BY MR. TALLEY:

9 Q. Ma'am, you are Yvonne J. Robinson?

10 A. I am.

11 Q. And what is your address?

12 A. 119 Hudnut Drive, Pacolet, South
13 Carolina.

14 Q. How long have you resided at that
15 address?

16 A. I bought the land in 2014, but I didn't
17 permanently move up there until 2018.

18 Q. And when you bought the land, I stated
19 earlier, it's about 3.84 acres; is that your
20 understanding?

21 A. Yes.

22 Q. And then at some point did you have a
23 deed to convey portions to the four individuals
24 that are seated here in the courtroom?

25 A. Can I explain what happened?

1 Q. Speak up.

2 A. I was called by the Hyde Law Firm that
3 the Washingtons and the Joneses had obtained them
4 to do a deed or something, so I was called in.
5 And that's how that first deed came into...

6 Q. And when you say the first deed, I will
7 show you this document. Is that the deed you are
8 referring to?

9 A. Yes.

10 MR. TALLEY: Your Honor, this has previously
11 been marked as Plaintiff's Exhibit 1. I would like to
12 move it into evidence.

13 (PLF. EXH. 1, Warranty Deed, was marked
14 into evidence.)

15 JUDGE COOPER: You folks have any objection
16 to that deed? You have seen it before the one?

17 MS. JONES: No, sir.

18 JUDGE COOPER: That will be Plaintiff's 1, a
19 copy of the deed.

20 MS. JONES: And, Your Honor, for reference it
21 is what was attached to Amended 1 that was filed in
22 this matter.

23 BY MR. TALLEY:

24 Q. Ms. Robinson, I am now going to hand you
25 what is now Plaintiff's Exhibit 1. If you will

1 look at the second page of that document, does
2 your signature appear in the middle of that page?

3 A. It does.

4 Q. And if you look at the first page, do
5 you see at the top it says, Deed Prep Only -- No
6 Title Exam?

7 A. Yes.

8 Q. Did you understand what that meant?

9 A. Not exactly.

10 Q. If I understood your testimony
11 correctly, you were asked to come in and sign a
12 deed?

13 A. Yes.

14 Q. What did you think you were signing?

15 A. I thought I was signing that we all own
16 a third of the land, where our homes were. When I
17 bought the land, it was three septic tanks on the
18 property, and I thought that when you move your
19 home, you would own a third of the 3.8 where your
20 home was and everybody would do that.

21 Q. So this deed was done in April of 2016.
22 Is it your testimony that at the time that deed
23 was done there was three homes on the land?

24 A. Yes.

25 Q. And who owned those homes?

1 A. The Washingtons owned one. The Joneses
2 owned one, and I did.

3 Q. Repeat that. You got to keep your voice
4 up.

5 A. The Washingtons owned one. The Joneses
6 owned one, and I owned one.

7 Q. And those homes were in place on the
8 land at the time you signed Exhibit 1; is that
9 correct?

10 A. Yes.

11 Q. I think you also testified there was
12 three septic tanks on the land as well?

13 A. Yes.

14 Q. Did each septic tank serve a particular
15 home?

16 A. It did.

17 Q. Were the defendants residing in their
18 particular home at the time that deed was signed?

19 A. Yes.

20 Q. And to your knowledge is the home they
21 reside in their permanent residence?

22 A. As far as I know.

23 Q. At some point after signing Exhibit 1,
24 did you realize that, in fact, the property had
25 not been divided?

1 Q. And you don't dispute the Washingtons
2 would own this particular parcel?

3 A. No.

4 Q. And you are asking that you be granted
5 the parcel upon which your home sits in the
6 middle, correct?

7 A. Yes.

8 Q. You would also need access through
9 Hudnut Drive; as has been done today?

10 A. Yes.

11 Q. When the tax bill comes out from
12 Charleston County is there three tax bills or just
13 one?

14 A. Just one.

15 Q. Who pays those taxes?

16 A. We all divide it. It usually goes to
17 Ms. Washington's house.

18 Q. You pay a third? And the Washingtons
19 pay a third? And the Jones pay a third?

20 A. Yes.

21 Q. How long have y'all been doing that?

22 A. Up to date.

23 Q. And are there separate water meters
24 serving these properties?

25 A. Now there is.

1 A. It is.

2 Q. Is that what you paid my firm in this
3 matter?

4 A. Yes.

5 MR. TALLEY: Your Honor, I would like to mark
6 this as Exhibit 3.

7 JUDGE COOPER: All right.

8 (PLF. EXH. 3, Attorney Fee Affidavit, was
9 moved into evidence.)

10 MR. TALLEY: Those are all the questions.
11 Please answer any questions the defendants or the Court
12 may have.

13 JUDGE COOPER: You folks have any questions
14 that you wish to ask the plaintiff?

15 MS. JONES: No.

16 JUDGE COOPER: Let me ask a couple of
17 questions.

18 THE WITNESS: Yes, sir.

19 JUDGE COOPER: What was the original deal,
20 did you get \$16,000 at the time you signed this deed?

21 THE WITNESS: No.

22 JUDGE COOPER: Because the deed calls out
23 consideration of 16,000.

24 THE WITNESS: Can I explain what happened? I
25 bought land, and they paid a third of the cost of the

1 land each, so we would have equal ownership.

2 JUDGE COOPER: Well, it says you got 16,000,
3 that's what I am trying --

4 THE WITNESS: I did get it.

5 JUDGE COOPER: But you bought it --

6 THE WITNESS: -- outright. I bought it
7 outright, and I sold them a third of it so that makes
8 them pay \$8,000 a piece.

9 JUDGE COOPER: So they were repaying you what
10 you paid for it?

11 THE WITNESS: Yes.

12 JUDGE COOPER: Is that what happened?

13 THE WITNESS: Yes.

14 JUDGE COOPER: So the attorneys
15 represented -- or who prepared the document? Was it
16 your attorney or their attorney?

17 THE WITNESS: They seeked him out, so he
18 called me. The attorney called me. They initially
19 went to the Hyde Law Firm. I don't know who initiated
20 it on over there but a law firm called me.

21 JUDGE COOPER: Thank you.

22 You folks have any questions at all?

23 MS. JONES: For Ms. Robinson?

24 JUDGE COOPER: Yes.

25 MS. JONES: No, sir.

1 MR. TALLEY: Just one point of clarification
2 based on the Court's question, if I may.

3 BY MR. TALLEY:

4 Q. Ms. Robinson, you purchased the property
5 yourself in 2014, correct?

6 A. I did.

7 Q. How much did you pay at that time?

8 A. 24,000.

9 Q. So you paid 24,000. The 16,000 you
10 received at the time you signed that deed was
11 8,000 from each defendant for their portion of the
12 property as depicted on the deed?

13 A. Each family.

14 Q. Each couple, that was your intent,
15 correct?

16 A. Correct. Yes.

17 Q. They were in essence paying you back for
18 their portion that you had purchased two years
19 prior?

20 A. Yes.

21 MR. TALLEY: That's all I have, Your Honor.

22 JUDGE COOPER: Are you folks all related?

23 THE WITNESS: No.

24 JUDGE COOPER: How did you happen to -- did
25 you have the property on the market, and they came to

1 you? Or how did this work?

2 THE WITNESS: No. We are not related. We
3 were looking to move out of the city and
4 Ms. Washington, I believe, found the property. And we
5 came together. She came to me, and they didn't have
6 money or credit or whatever. I was able to buy the
7 land and so I did.

8 JUDGE COOPER: So you fronted the money?

9 THE WITNESS: I fronted, yes, sir.
10 Installments -- they paid me back.

11 JUDGE COOPER: So what you are saying was,
12 notwithstanding what this deed says, is that each
13 person was to own their property where their house is
14 located?

15 THE WITNESS: Yes.

16 JUDGE COOPER: And that was the property in
17 that survey?

18 THE WITNESS: Yes.

19 JUDGE COOPER: You described in the survey --
20 how did you arrive at the metes and bounds, the
21 description of the property? Was that in the old
22 survey?

23 THE WITNESS: Yes. I had looked at the old
24 survey, and then I had a surveyor come out and use the
25 description of the property. They measured everything

1 some land out in the country. And we found this parcel
2 of land. And, at the time, Ms. Robinson -- we were all
3 friends. And so we agreed together to purchase this
4 property at the time. Ms. Robinson put the money
5 upfront for it, the 24,000 upfront for it. The
6 property was not parceled out. As you see it here, it
7 was just one piece of property. Ms. Robinson put the
8 money upfront for it, and then in time we paid our
9 share so that we would each have one-third interest in
10 the property. When we all had our shares paid for, we
11 went ahead and paid her back the money. Then there was
12 a deed drawn up to show that we all owned one-third
13 interest in the property.

14 JUDGE COOPER: And you understood that was
15 the property that was going to be titled?

16 THE WITNESS: Yes, sir. It was very clear.

17 JUDGE COOPER: Whose direction? Who gave the
18 direction for the title to be set up that way?

19 THE WITNESS: The conversation for the title
20 was actually held at the Hyde Law Firm. I was not
21 present. Ms. Robinson was present, and Ms. Washington
22 was present. It was understood that it was all one
23 property and that we would all own one-third interest
24 in this entire property.

25 JUDGE COOPER: So you understood that and

1 A. Yes, sir.

2 MR. TALLEY: No further questions.

3 JUDGE COOPER: You have anything further for
4 Ms. Jones?

5 MR. TALLEY: I do not.

6 JUDGE COOPER: You may step down. Thank you.

7 Mr. Jones, you have anything further to add?

8 MR. JONES: YES.

9 JUDGE COOPER: If you do, take the stand up
10 here. Come up here and let me put you under oath,
11 Mr. Jones.

12 DONRAY CURTIS JONES

13 being first duly sworn, testified as follows:

14 EXAMINATION

15 JUDGE COOPER: Please state your full name
16 and address for the court reporter.

17 THE WITNESS: My name is Donray Jones. I
18 live at 125 Hudnut Drive, Pacolet, South Carolina.

19 JUDGE COOPER: And you were going to add
20 something further to what your wife said?

21 THE WITNESS: Well, I was in the lawyer's
22 office when the deed was signed, and the lawyer went
23 through extreme communications of the ramifications if
24 this did not work. We listened to him for an hour.
25 There was nothing misunderstood of signing this deed.

1 Everything that could possibly be communicated, the
2 lawyer did. It wasn't go in there, sign papers, and
3 leave. We were in there a good hour to an hour and a
4 half listening to him of the ramifications of signing
5 this deed.

6 So I just want to make sure you understand
7 that this wasn't a haphazard signing. We were in there
8 over an hour listening to the ramifications of who --
9 what could take place of all of us signing this deed.
10 We signed this as a one piece of land. Everyone owning
11 the land. We had that understanding, and that is the
12 truth.

13 JUDGE COOPER: Okay.

14 Mr. Talley, any questions?

15 MR. TALLEY: No, your Honor.

16 JUDGE COOPER: Thank you, sir. You may step
17 down.

18 Ms. Washington, who wants to speak on your
19 behalf?

20 MS. WASHINGTON: I will.

21 JUDGE COOPER: Why don't you come up and take
22 a seat in the stand.

23 EMMA KELLY WASHINGTON

24 being first duly affirmed, testified as follows:

25 THE WITNESS: I do not swear as Christian,

1 property has come up again. This is the first time for
2 Ms. Robinson. It was the second time for us. So in
3 the middle of the conversation, Ms. Robinson
4 volunteered. She said I will go in. I have it. I can
5 pay for it. And y'all can just pay me back. So since
6 we were in that kind of family and friendship, it
7 doesn't seem like a problem. We went and said okay, we
8 will do that. We will do that. If you pay it upfront,
9 we will pay you back. So everyone would have paid the
10 same amount.

11 After everyone had paid the same amount,
12 that's when -- we had paid our 8,000 and the Jones --
13 it was time to get a deed done to record that. So I
14 told Ms. Robinson that I knew of a lawyer because I had
15 used him before with another sale. And I recommended
16 that we use the Hyde Law Firm.

17 It was her property so she was the one that
18 would have to call the lawyer. So we got the date set
19 up for us to go and for Ms. Robinson to sign the deed.
20 When we were there, we discussed at length the type of
21 deed that we wanted. We talked at length about having
22 it -- keeping it exactly the way it is on the original
23 survey, which I have here, that we would keep it as one
24 piece of property.

25 The lawyer explained and told us, well, if

1 you keep it as one piece of property, if either of you
2 decide you want to move or you wanted to sell it, you
3 are going to have to get everybody else's permission.
4 And we were fine with that because of the fact that if
5 it was not done that way, then we would be right here,
6 what we are doing now. Someone could decide I don't
7 want to live here anymore, and I made it very clear I
8 don't want strangers coming in amongst us here and
9 dividing a piece of property. We did not want that.
10 We wanted it to be exactly the way that it is right
11 now, one piece of land, with everyone owning the same
12 percentage.

13 I remember the lawyer's words exactly. He
14 said, do you understand that that means that you do not
15 own one piece of grass, all three of you own
16 100 percent of that grass. That is what he said. He
17 made it very clear. Yes, we do understand that. We
18 want to keep it exactly the way it is, so it will not
19 be split up. That deed was signed. That is the deed
20 that is still on the books.

21 The original survey that was done in 1994,
22 that is the survey that we all saw. And that is the
23 survey that was used to do the deed. So this survey
24 that Ms. Robinson did just last year is after us having
25 already been on the land since 2014. So now this is a

1 new understanding. I don't know where the
2 miscommunication is coming from. We have one tax bill,
3 because it's one piece of land. And it always has
4 been. That's what we did.

5 Ms. Robinson is correct, we all come in
6 together to pay the tax bill. But it's still one piece
7 of property and always has been. And I wanted to
8 dispute the claim that we did not respond to his
9 letter. I have the letter right here that we sent to
10 them with the proof that they received it. So I don't
11 understand what this paying for her lawyer fees and all
12 that type of thing is for. We have not done anything
13 differently than what the original deed already told
14 us. That's it.

15 JUDGE COOPER: Now, this current survey that
16 you have in front of you, how was that drawn up, or
17 what did those lot lines come from? Have you seen that
18 before? You said you saw a 1994 survey.

19 THE WITNESS: Right. The original survey is
20 the one that we all have. Ms. Robinson had this new
21 survey done just last year without any input from us.
22 It's just something she decided to do.

23 JUDGE COOPER: So the 1994 survey that I
24 mentioned did not have these lots?

25 THE WITNESS: No. No, sir.

1 JUDGE COOPER: Then I misunderstood. I
2 thought this came directly out of the 1994 survey.

3 THE WITNESS: No. This is something that she
4 just did last year. The survey that all of us have,
5 it's on the table, there, here, this is the original
6 survey where it clearly shows 3.84 undivided acres.

7 Ms. Robinson, because she wants to own a
8 portion herself and divide it all up, she wanted us to
9 sign new deeds, which you have to do if you are trying
10 to do what she is trying to do. She had this survey
11 done on her own just last year. And now she wants us
12 to sign new deeds and partition the land.

13 MR. JONES: Do you and your family, do you
14 understand the purpose of this lawsuit?

15 THE WITNESS: Not really because the deed is
16 clear to us.

17 JUDGE COOPER: Let me explain it so that
18 everybody understands what I can do given this action
19 that has been filed. This is called an action for a
20 partition of property. In a case such as this, where
21 you got everybody owning a piece, one of the co-owners,
22 no matter what -- a lot of times it happens in families
23 and whatever, business partner -- somebody doesn't want
24 to be in the same group anymore. And if they can't
25 agree as to how it's going to be done, any one of the

1 owners can file a partition action. And that's what
2 this is, to either have, one, the property sold on the
3 open market. I don't think y'all want to do that.

4 THE WITNESS: No.

5 JUDGE COOPER: Or I can divide it up. And
6 have it divided up in kind, which everybody gets a
7 piece of the pie. So this is an action that is set out
8 by law that when co-owners can't get along or they just
9 don't want to be co-owners anymore, they can file this
10 action. So just to make sure you understand what the
11 options are in this case and why the plaintiff has
12 taken this avenue, as a provision that is allowed by
13 law, co-owners, families, whoever, can't always get
14 along, then they can go into this type of thing when
15 the original intent was all in good faith.

16 Mr. Talley, have I correctly stated what your
17 plaintiff is seeking?

18 MR. TALLEY: Yes, sir. And, Your Honor, I
19 think we tried to lay out in the complaint as well as
20 the amended complaint that it was not the plaintiff's
21 desire to sell the property. I think looking at this
22 one as depicted on Exhibit 2, this is one where in kind
23 partition makes sense. Based on her testimony just
24 now, they have, in essence, lived as the survey depicts
25 since 2014. So they have been there six years.

1 THE WITNESS: We have not been living in the
2 way that Mr. Talley just described with us, with the
3 Washingtons staying on this portion and the Joneses
4 staying on this portion. In that portion that
5 Ms. Robinson is claiming for herself has a huge garden
6 area that all of us have been using for the past six
7 years. Also included in that portion is the storage
8 barn that all of us have been using for the past six
9 years. So all of us have had access to all of the land
10 since we have been there. To do what she is suggesting
11 is that the big whole garden area, that all of us have
12 been using, now becomes hers along with the barn. So
13 all of us lose out on what we had all the time. So we
14 have not been living separate on these individual
15 pieces. We have been living exactly the way the deed
16 shows and the survey. Everyone has access to all parts
17 of the property. So that would be something that would
18 change drastically for us. Also on that portion is a
19 well that Ms. Robinson is claiming her part.

20 JUDGE COOPER: Where do you get your water
21 from?

22 THE WITNESS: From Natural Water. If we had
23 desire to use the well, we wouldn't be able to do that
24 because it would be a part of what she is claiming is
25 hers.

1 JUDGE COOPER: All of you have water to your
2 property; is that correct?

3 THE WITNESS: Yes, we do.

4 JUDGE COOPER: And everyone has their own
5 electric meters?

6 THE WITNESS: No, we do not. But I am just
7 making the point that it is -- we are not all staying
8 on our separate pieces, including on that piece as we
9 have all been sharing together including the storing.

10 JUDGE COOPER: And that storage barn looks
11 like it's closer to your property.

12 THE WITNESS: No. No it's actually closer to
13 her house and the Joneses' house.

14 JUDGE COOPER: But just to make sure you all
15 understand the options that I have by law with this
16 case based on the fact that it's a partition action.

17 THE WITNESS: We are not trying to keep
18 Ms. Robinson there, and we are not trying to stop her
19 from living there. We just want the property remained
20 as what we purchased in consideration of \$16,000.
21 Ms. Robinson's understanding is that we own thirds of
22 the land and not one-third interest in the land. And I
23 think that's some of the confusion that has been a part
24 of this case, is her understanding of interest versus
25 part. But if Ms. Robinson no longer wants to have her

1 one-third interest, we have already submitted our
2 interest in purchasing her interest. She no longer has
3 to stay there or be there or be unhappy. We are just
4 trying to keep it what we purchased.

5 JUDGE COOPER: Now these are mobile homes?

6 THE WITNESS: Yes, sir.

7 JUDGE COOPER: Have they been de-titled?

8 THE WITNESS: What does that mean?

9 JUDGE COOPER: They are not part of the land.
10 Mobile homes can be moved.

11 THE WITNESS: They are all mobile homes.

12 JUDGE COOPER: They hadn't been de-titled?

13 THE WITNESS: No. They have not. So what we
14 all own together is just the land itself. The things
15 that we own individually are the mobile homes that we
16 placed on the land.

17 JUDGE COOPER: Anything further?

18 THE WITNESS: No.

19 JUDGE COOPER: Mr. Talley, anything?

20 MR. TALLEY: No, sir.

21 JUDGE COOPER: You may step down. Thank you.
22 Anything, sir?

23 MR. WASHINGTON: No.

24 JUDGE COOPER: Mr. Talley, anything in final?

25 MR. TALLEY: No, sir. I think I have already

1 stated just a moment ago what we are asking for.

2 MS. JONES: May I ask a question? I heard
3 the options were you could partition the land or --

4 JUDGE COOPER: I was just going to go through
5 the options, and maybe that will clear up the question.
6 So go over the options that I have and based on this is
7 a court of equity I can do a lot of things. Number 1
8 is I could require the property auctioned off at public
9 auction. And I don't think anybody wants that because
10 you got to find another piece of property and the worst
11 possible scenario is my selling the property on the
12 courthouse steps. It gets the bottom line, I mean
13 bottom price.

14 The other is to partition the property and
15 draw it up and everybody gets what is, in effect, a
16 third. So you multiply or divide out the number of
17 acres, divide by 3. And then however I can work that
18 out, then reform everything. Then you folks, each
19 family, would get a third. And then Ms. Robinson would
20 get a third, not a third interest but what would amount
21 to acreage that would be equal to one-third of the
22 total. And each group would own it by themselves,
23 separate. That's an option.

24 The other option is prior to all of this is
25 if Ms. Robinson wants to sell, that negotiations be

1 entered into for the purchase of her interest in the
2 property. That's an option.

3 So that's all, unless there is some other,
4 Mr. Talley, that I have not seen within the scope of a
5 partition option, what I have the option to do. So,
6 Mr. Talley, I don't know if it would be fruitful or
7 whether your client even wants to consider selling.
8 And I don't know what the value of the property is. I
9 don't know anything about the property. I am just
10 looking at it on the screen here.

11 MR. TALLEY: That's not of interest to her.
12 We've had that conversation.

13 JUDGE COOPER: That conversation is already
14 done. Okay.

15 MS. JONES: Your Honor, if I may?

16 JUDGE COOPER: Yes.

17 MS. JONES: I have here copies of text
18 messages. This one is dated 9/23/2019 to all of us
19 from Ms. Robinson saying I have had the property
20 surveyed for the one-third I own in preparation to
21 sell, which includes into part of the big garden. So
22 we are of the understanding that Ms. Robinson's
23 understanding in having the survey done was to sell
24 her, as she says, one-third that she owns. Thus we did
25 petition the Court when we got the action that we were

1 interested in purchasing.

2 JUDGE COOPER: I saw that.

3 MR. TALLEY: Your Honor, I can certainly have
4 her testimony -- testify what I knew what she said --
5 she doesn't want to be hamstrung. The survey is drawn
6 the way it is. And the relief sought is what it is.
7 And the letters I mentioned earlier were sent at the
8 end of 2019, basically asking these defendants if they
9 would consent to the relief that we are seeking in this
10 action so she has no interest again. She can testify
11 that she has no interest in selling her share of this
12 property. The complaint lays out clearly that she is
13 asking it be partitioned in kind.

14 JUDGE COOPER: Mr. Talley, what I am going to
15 do in this case is I am going to step back -- not step
16 back -- but put this matter in kind of a nonruling
17 status for 30 days. And that's something I just made
18 up, but I want to make sure that Ms. Robinson and the
19 parties cannot agree as to a purchase price from
20 Ms. Robinson's interest if she wants to sell. So I am
21 going to leave it for 30 days, where that can be the
22 only matter to be considered for 30 days. After 30
23 days, if there is an impasse or the parties can't reach
24 or it's a situation where we just can't do it, she
25 doesn't want to do it, then I will make a ruling as to

1 with it. But I want to make sure that we have
2 exhausted all other possibilities given the particular
3 nature of this property and the original intent of this
4 purchase.

5 Sometimes even the best of intentions, even
6 with close family members, and it may well be the other
7 end of that is that Ms. Robinson realizes she can't
8 sell without all of y'all. But it sounds like the
9 whole structure sounds like a good idea at the time;
10 however, sometimes they don't go as they should. So
11 now that you know what my options are, did I answer
12 your question?

13 MS. JONES: Yes, sir. You did.

14 JUDGE COOPER: And I would rather something
15 work out than having to take other options and knowing
16 that it is mobile homes are not affixed to the
17 property, that they can be moved, hers can be moved.
18 So let's do it that way. And then hopefully this
19 will -- I don't know if y'all are still talking or not
20 or if you need to just contact Mr. Talley. I will
21 leave that to y'all where y'all can discuss.

22 Mr. Talley, anything further?

23 MR. TALLEY: No, sir. Covered everything.
24 And I will draft a Form 4 to include the November 12
25 deadline, and I will certainly communicate with the

1 Court if there is any resolution. Short of that or if
2 that day comes and goes -- if not I will let you know
3 that as well.

4 MS. WASHINGTON: Just to make sure I
5 understand what we are doing, so between today and
6 November 12, what you are saying is that we come
7 together and agree on a purchase price of her interest?

8 JUDGE COOPER: Well, basically that's it.
9 Hopefully what you can do is -- and she realizes too
10 that it's not an absolute thing that I divide it up.
11 So if she understands the possibility of having it all
12 sold rather than divide it up, so there can't be an
13 assumption on her part that I am going to do what she
14 requests. I can do all of it. Mr. Talley knows you
15 can't count on that. So I want her to understand as
16 well that if you say, well, I am not because I am going
17 to get my share. That's not necessarily so. And if
18 you decide that any point in the future that you want
19 to sell rather than sell to these folks, then you
20 realize you got to consider the cost, real estate
21 commissions, and everything else. A lot of things. I
22 know you and your attorney will talk about it, but
23 don't assume that if y'all don't work something out,
24 you are going to get exactly what you requested. I
25 don't want that to be a given.

1 MS. ROBINSON: Yes, sir.

2 JUDGE COOPER: So hopefully if we cannot come
3 to an agreement --

4 MS. WASHINGTON: That's fair. Then the other
5 option would be to sell the entire property? Sell it
6 all so everybody is off the land?

7 JUDGE COOPER: Everybody loses. Or I divide
8 it up.

9 MS. WASHINGTON: And we lose what we have,
10 including our garden space and the barn?

11 JUDGE COOPER: If it's not on your section or
12 your acreage.

13 MS. WASHINGTON: Can I ask a question?

14 JUDGE COOPER: Sure.

15 MS. WASHINGTON: Suppose I had a survey done
16 and I designated, okay, let's see, she wants to divide
17 it this way, and I want to divide it this way. Whose
18 ultimate decision is which way it gets divided?

19 JUDGE COOPER: It's my decision.

20 MS. WASHINGTON: So you can decide this way
21 the land will be split up?

22 JUDGE COOPER: Right.

23 MR. WASHINGTON: Okay.

24 JUDGE COOPER: This is not something -- this
25 is her presentation. Basically an offer, let's do it

1 this way. It's not something that all of y'all agreed
2 to.

3 MR. WASHINGTON: No.

4 JUDGE COOPER: She presented it. I thought
5 it originally was based on the 1994 survey that had
6 lots drawn out on it.

7 MR. WASHINGTON: No.

8 JUDGE COOPER: So if you come up with
9 something else and wanted me to consider that.

10 MS. WASHINGTON: I think for us what we would
11 like the Court to consider is what our deed says.

12 JUDGE COOPER: That's the other option. But
13 in the partition action, something has got to happen.

14 MS. WASHINGTON: Right. And we are willing
15 to purchase her --

16 JUDGE COOPER: Well, I want y'all to just
17 think about that and don't go on the record with that
18 and get me involved in that part. But when a partition
19 action is filed, something has got to happen at the end
20 of it.

21 MS. WASHINGTON: Right.

22 JUDGE COOPER: And that's why the law says if
23 I can't find it, it can't be divided up and everybody
24 else get more or less the same, then I sell it. So
25 what I am doing is allowing us to now step back, take

1 30 days, and see if you can arrive at something based
2 on the fact that you know what my options are to rule
3 on this case. Okay? Do you have any questions at all?

4 MS. JONES: No, sir.

5 JUDGE COOPER: Mr. Talley?

6 MR. TALLEY: No, sir.

7 JUDGE COOPER: Then I will calendar that for
8 November 12, and we will see where it goes.

9 MS. WASHINGTON: I do have a question.

10 JUDGE COOPER: Wait a minute.

11 MS. WASHINGTON: I did actually have a
12 question.

13 JUDGE COOPER: Okay.

14 MS. WASHINGTON: The figure that we come up
15 with, is it just something that we agree to, or is it
16 based --

17 JUDGE COOPER: I don't care what you sell it
18 for. If y'all can negotiate something, a price, and
19 everybody is agreeable to it, that's great.

20 MS. WASHINGTON: Okay.

21 JUDGE COOPER: It has nothing to do with
22 anything. So I am not setting any guidelines. It's
23 just business folks, arriving at a figure as to what
24 works. Okay?

25 MS. WASHINGTON: Yes.

1 JUDGE COOPER: Then I will see you soon.
2 (The non-jury trial was concluded at
3 10:45 A.M.)
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2/2/2020

Talley Law Firm, P.A.
134 Oakland Avenue
Spartanburg, SC 29302

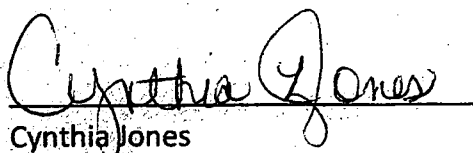
Attn: Scott F. Talley

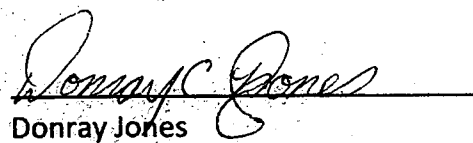
Re: Case No. 2020-CP-11-00040

Yvonne J. Robinson vs. Donray Jones, Cynthia Jones, Emma Washington, and Troy Washington

In answer to the amended complaint:

When the warranty deed was signed on April 21, 2016, our intention was the same as it is to this present day: for the land to remain undivided, with each party having a 1/3 interest in the land. The wording of the deed is clear and we were all advised as to its terms by the counsel at Hyde Law Firm at the time of signing. Ms. Robinson's signature affirms the same. We have never communicated or suggested anything to the Plaintiff to the contrary.


Cynthia Jones


Donray Jones

RDA 50

2/2/2020

Talley Law Firm, P.A.
134 Oakland Avenue
Spartanburg, SC 29302

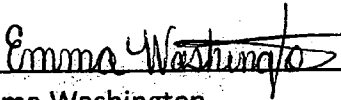
Attn: Scott F. Talley

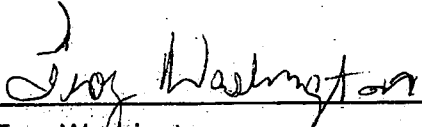
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Emma Washington


Troy Washington

ROA 51

201600001729
 Filed for Record in
 CHEROKEE COUNTY, SC
 PHYLLIS COYLE, REGISTER OF DEEDS
 04-25-2016 At 11:49 am.
 DEED 69.20
 Volume 84 Page 1910 - 1911

HYDE LAW FIRM, P.A.
 753 E. Main Street, Suite One
 Spartanburg, SC 29302

DEED PREP ONLY- NO TITLE EXAM

Instrument Volume Page
 201600001729 84 1910

STATE OF SOUTH CAROLINA }

WARRANTY DEED

COUNTY OF CHEROKEE }

KNOW ALL MEN BY THESE PRESENTS, THAT, I, Yvonne J. Robinson, in consideration of Sixteen Thousand and no/100 Dollars (\$16,000.00), the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release an undivided one-third (1/3) fee simple interest unto Emma Kelly Washington and Troy Eliazer Washington, as Joint Tenants with Rights of Survivorship and not as Tenants in Common, and an undivided one-third (1/3) fee simple interest unto Donray Curtis Jones and Cynthia Denise Jones, as Joint Tenants with Rights of Survivorship and not as Tenants in Common, in the real property described as follows:

All that certain piece, parcel or lot of land lying, situate and being in the State of South Carolina, County of Cherokee, known as 3.84 acres, located on Union Highway and Hudnut Drive as shown on plat prepared for William L. Moss, Jessie moss and Wesley A. Gordon by Lavender, Smith & Associates, Inc. dated March 7, 1994 and recorded in Book S-111, Page 6 of the Clerk's Office for Cherokee County, reference to which is made for the purpose of providing a more particular description of said real property.

DERIVATION: This being a fractional interest in the real property conveyed to Yvonne J. Robinson by deed of Lee's Interior Design, LLC dated September 3, 2014 and recorded on September 9, 2014 in Deed Book 71, Page 926 of the Office of the Register of Deeds for Cherokee County, South Carolina.

TMS No.: 111-00-00-002.00
 Property Address: 119 Hudnut Drive, Pacolet, SC 29372
 Grantees' Address: 118 Hudnut Drive, Pacolet, SC 29372

DEED ONLY: The preparer of this instrument was neither furnished with, nor requested to review, an abstract on the described property and therefore expresses no opinion as to condition of title.

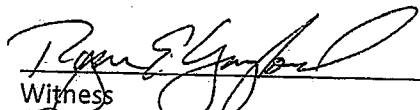
RDA 52

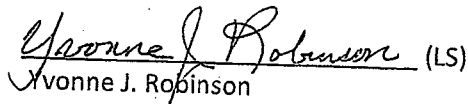
Together with all and singular the rights, members, hereditaments and appurtenances to said premise belonging or in anywise incident or appertaining: TO HAVE AND TO HOLD ALL and singular the interests in the premises before mentioned unto the grantees, and their heirs and assigns forever. And the grantor does hereby bind the grantor and the grantor's heirs, executors and administrators to warrant and forever defend all and singular said premises unto the grantees and the grantees' heirs and assigns against the grantor and the grantor's heirs and against every person whomever lawfully claiming or to claim the same or any part thereof, except as to conditions, reservations, restrictions and easements of record, if any.

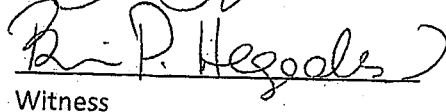
WITNESS the Grantor's hand and seal this 21st day of April, 2016.

SIGNED, sealed and delivered

In the presence of:


Witness

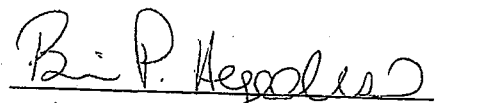
 (LS)
Yvonne J. Robinson

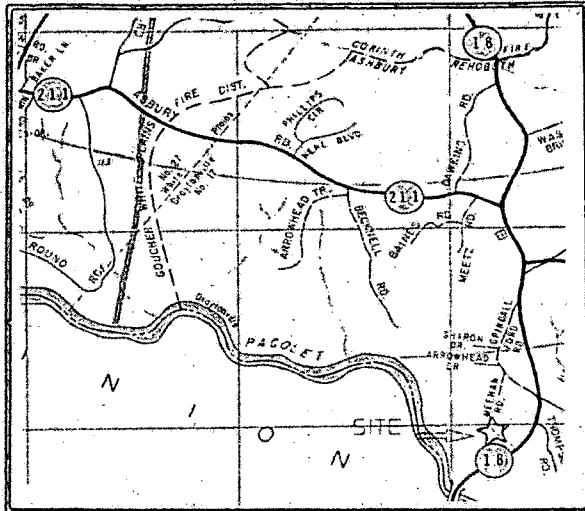

Witness

STATE OF SOUTH CAROLINA }
COUNTY OF SPARTANBURG }

ACKNOWLEDGEMENT

I, THE UNDERSIGNED Notary Public of the County and State aforesaid, verify that the within named Yvonne J. Robinson personally appeared before me this day and acknowledged the execution of the foregoing instrument, and that the subscribing witnesses are not parties to or beneficiaries of the transaction. Witness my hand and official stamp or seal this 21st day of April, 2016.


Notary Public for South Carolina
My commission Expires: 4/4/2024



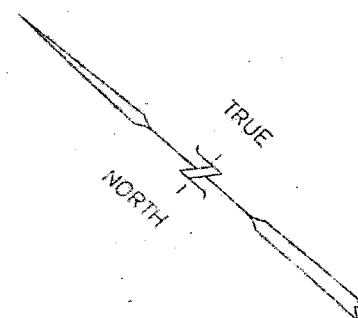
LOCATION MAP

FILED IN OFFICE OF
CLERK OF COURT
CHEROKEE COUNTY, S.C.

3-14-94
KP

MAR 10 3 36 PM '94

VOL 311 PAGE 6
KATIE V. BAINES
CLERK OF COURT



CATAWBA TIMBER COMPANY

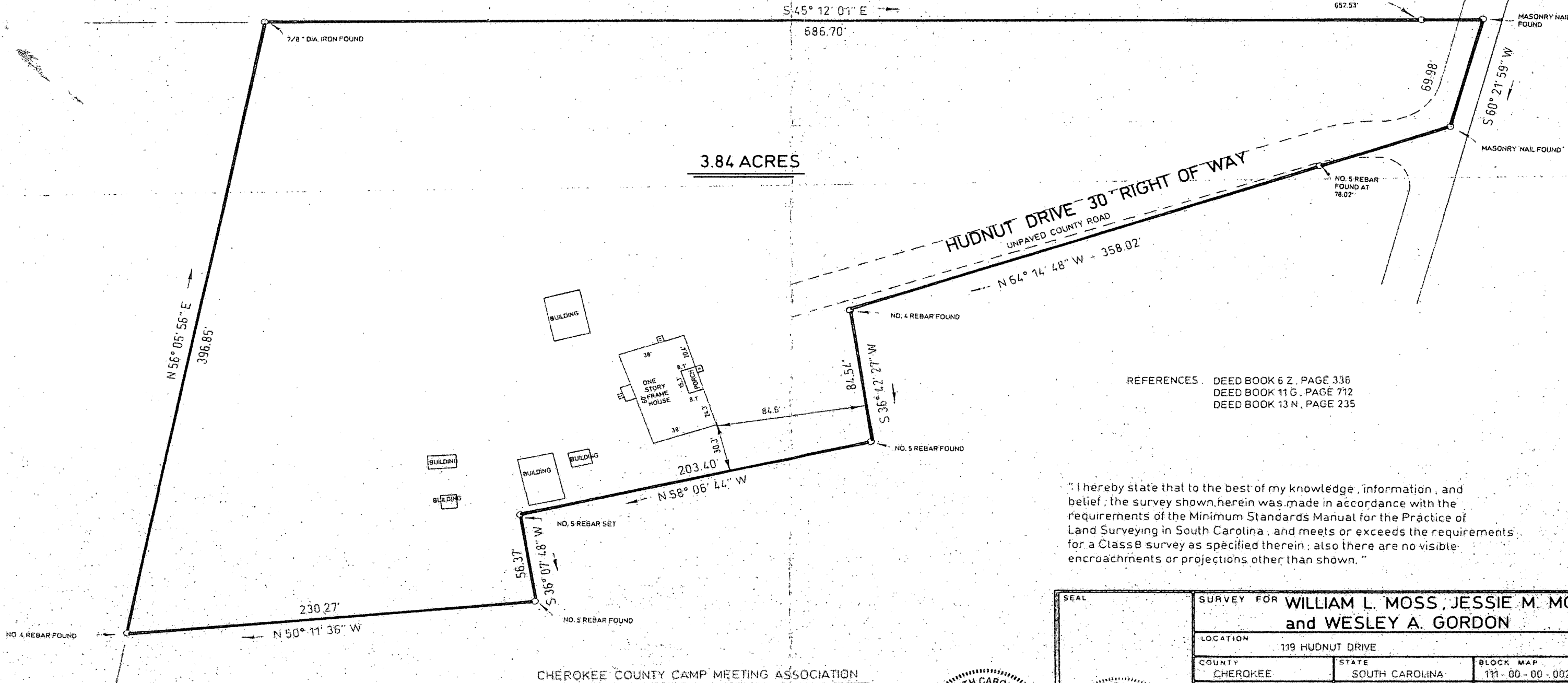
UNION HIGHWAY
S. C. ROUTE 18

3.84 ACRES

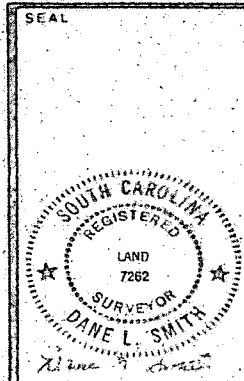
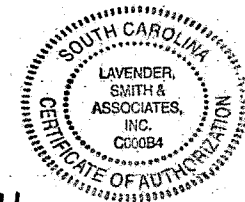
HUDNUT DRIVE 30' RIGHT OF WAY
UNPAVED COUNTY ROAD

REFERENCES: DEED BOOK 6 Z, PAGE 336
DEED BOOK 11 G, PAGE 712
DEED BOOK 13 N, PAGE 235

"I hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; also there are no visible encroachments or projections other than shown."



CHEROKEE COUNTY CAMP MEETING ASSOCIATION



SURVEY FOR WILLIAM L. MOSS, JESSIE M. MOSS and WESLEY A. GORDON		
LOCATION 119 HUDNUT DRIVE		
COUNTY CHEROKEE	STATE SOUTH CAROLINA	BLOCK MAP 111-00-00-002
SCALE 1" = 40'	DATE MARCH 7, 1994	REFERENCE ABOVE
GRAPHIC SCALE 0 40 80 120		
LAVENDER, SMITH AND ASSOCIATES, INC. LAND SURVEYORS AND MAPPERS 2082 EAST MAIN STREET SPARTANBURG S.C. 29303-5851436 108 RIDGEWAY ROAD GAFFNEY S.C. 29341-4893078		

ROA 54

The structure shown on this lot is not in an established flood hazard area

ROA 54

10/25/2020

Talley Law Firm, P.A.
134 Oakland Avenue
Spartanburg, SC 29302

Attn: Scott F. Talley

Re: Case No. 2020-CP-11-00040

Yvonne J. Robinson vs. Donray Jones, Cynthia Jones, Emma Washington, and Troy Washington

In answer to the amended complaint:

This letter is our attempt to resolve the matter as to Ms. Robinson's 1/3 interest in the land. Please communicate to us whether your client would sell her interest to us, and at what price. We are willing to purchase her interest at a fair price, so that neither party suffers unnecessary damage or loss due to partitioning the land. We feel that this is the best and most fair solution. Time is of the essence so a prompt response is requested.

Donray C. Jones
Cynthia D. Jones
Emma K. Washington
Troy E. Washington

p.p.

Cynthia Jones

ROA 56



TALLEY Law Firm, P.A.

Scott F. Talley
Shannon M. Phillips
Wendy N. Griffith
Michael P. Bender*
* Licensed in SC and NC

October 28, 2020

Donray Curtis Jones and Cynthia Denise Jones
125 Hudnut Drive
Pacolet, SC 29372

RE: Yvonne J. Robinson v. Donray Curtis Jones, Cynthia Curtis Jones,
Emma Kelly Washington, Troy Eliazer Washington
CA No. 2020-CP-11-00040

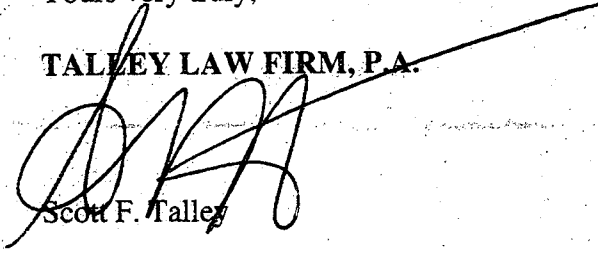
Dear Mr. and Ms. Jones:

I received your letter dated October 25 on October 28. I have spoken with Ms. Robinson. She will sell you her interest in the land and her mobile home for \$72,000. This price is not negotiable. The Court set a deadline of November 12 for us to inform it of the intentions of the parties – either resolve the matter or have the Court issue an order. If you wish to purchase her interest in the land, and the mobile home, as set forth herein, a written contractual agreement must be entered on or before November 11, 2020. Otherwise, on November 12, I will let the Court know this matter has not been resolved. Please advise.

With kind regards, I remain

Yours very truly,

TALLEY LAW FIRM, P.A.


Scott F. Talley

/hh

cc: Yvonne Robinson

ROA 57

11/3/2020

Talley Law Firm, P.A.
134 Oakland Avenue
Spartanburg, SC 29302

Attn: Scott F. Talley

Re: Case No. 2020-CP-11-00040

Yvonne J. Robinson vs. Donray Jones, Cynthia Jones, Emma Washington, and Troy Washington

In answer to the amended complaint:

The Court left us the discretion of settling the matter concerning Ms. Robinson's interest in the land we jointly own. This is our only intent. If Ms. Robinson is willing to set a price for her interest in the land, we are willing to entertain it. Otherwise, the Court will have to settle the matter.

Donray C. Jones
Cynthia D. Jones
Emma K. Washington
Troy E. Washington
p.p. ~~Emma Washington~~

RDA 58