

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED

FEB 07 2022

SC Court of Appeals

APPEAL FROM FLORENCE COUNTY
CIRCUIT COURT

Thomas A. Russo, Circuit Court Judge

APPELLATE CASE NO. 2018-001144

IN THE MATTER OF:
THOMAS G. MOORE (Decedent)

Michael Dennis Moore Appellant,

v.

Thomas Paul Moore, Francine Laura Lawhon,
Linda Kaye Moore, Phillip Frederick Moore Respondents.

MOTION OF PHILLIP FREDERICK MOORE TO RELIEVE COUNSEL

The undersigned hereby requests that this court relieve the attorneys of the Law Office of James R. Snell, Jr., LLC, including James R. Snell, Jr. and Vicki Koutsogiannis as his attorneys.

Feb. 4, 2022

Phillip F. Moore Jr.
Phillip Frederick Moore

Sign here

The South Carolina Court of Appeals

Feb. 4, 2022

In the Matter of the Estate of Thomas G. Moore:

Michael Dennis Moore, Appellant,

v.

Thomas Paul Moore, Francine Laura Lawhion, Linda
Kaye Moore, and Phillip Frederick Moore, Respondents.

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FEB 07 2022

Appellate Case No. 2018-001144

SC Court of Appeals

The Honorable Jenny Abbott Kitchings
Deputy Clerk, South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

Dear Ms. Kitchings:

Please file these papers to the Court. I filed a Petition for Rehearing 1-18-22. Due to the phone conversation with Mr. Snell after the Petition for Hearing 1-18-22 my impression from what he stated to me over the phone was his representation was over after he submitted the 2 issues to be reviewed. He has refused to submit the most important issue to be reviewed again by the Appeals Judges → No. I - Joint Tenancy with Right of Survivorship. The contract I signed with Mr. Snell \$15,000.00 states his representation is over if the Appeal goes to the Supreme Court. Also, Mr. Snell stated he knows 3 or 4 attorneys that will represent me in a Appeal in the Supreme Court. I'm not thinking about the Supreme Court, Mr. Snell should not leave me hanging by myself in the South Carolina Court of Appeals. After that conversation with Mr. Snell over the phone I knew that I had to defend myself with these 3 issues in the Rehearing myself. If a Rehearing occurs I would ASK the Appeals Judges to Please Review these documents I have submitted while making their decision.

Now convinced I am Proud
Phillip F. Moore Sr.

Feb. 4, 2022

The South Carolina Court of Appeals

In the Matter of the Estate of Thomas G. Moore:

Michael Dennis Moore, Appellant,

v.

Thomas Paul Moore, Francine Laura Lawhorn, Linda
Kaye Moore, and Phillip Frederick Moore, Respondents.

Appellate Case No. 2018-001144

TO: Appeals Judges that Presided on Appellate Case No. 2018-001144,

I had James Snell to Petition the Court 1-18-22. After receiving the letter from James Snell - Petition for Rehearing I was totally upset that he Did Not state ALL Three Issues for the Court to Reconsider. The letter stated: Respondent Phillip Frederick Moore, hereby submits this Petition for Rehearing asking that the Court Reconsider its decision as follows: No. II Issue Preservation and No. III Separate Envelope. Mr. Snell did Not state No. I - Joint Tenancy with Right of Survivorship. The Rule the South Carolina Court of Appeals states: All Responses must be made by the Attorney. I called Mr. Snell and he stated these two issues were going to be the ONLY Issues he will ask the Appellate Judges to Reconsider. Mr. Snell does Not have the authority to decide which Issue he wants the Judges to Reconsider. This decision should be made by his client Phillip F. Moore who ask for the Petition for Rehearing. Why is Mr. Snell refusing to do what his client ASK him Politely that he wanted the Judges to definitely Reconsider the Joint Tenancy with Right of Survivorship and the Separate Envelope. This conversation did NOT end well and Mr. Snell is Not going to submit the Issue - I: Joint Tenancy with Right of Survivorship. Mr. Snell has denied giving me representation through out this Entire Appeal. Mr. Snell allowed Pierce Campbell to file a motion to Dismiss the brief he submitted 3-20-2019 the ONLY issue Mr. Snell did in this Appeal for Phillip Moore.

How could Mr. Snell allow Pierce Campbell to file a motion to dismiss his brief without replying? After Mr. Snell's brief was dismissed and stricken from the docket, Phillip F. Moore submitted briefs, Pierce Campbell also filed a motion to dismiss all the Briefs. Mr. Snell did nothing to stop these briefs from being dismissed. Mr. Snell should have filed a motion or did something. There's NO Doubt in my mind and I know for a Fact why Pierce Campbell filed motions to dismiss all these Briefs, all these Briefs had a copy of the illegal, undated, NOT notarized, unsigned letter concerning the Pickens County (Church Property) that Pierce Campbell did NOT want the Appeals Judges to see. There's NO Doubt Pierce Campbell's client Thomas P. Moore typed this letter (Himself) or typed by someone else and Pierce Campbell ambushed the remaining Heirs with this letter the Day of the Dec 22, 2015 Hearing. This letter was compared to the Original Letters from the files kept by our Parents Totally Different. Our Parents Letters were typed different and had their signature. Michael Dennis Moore has been a liar in all his Briefs including statements made towards Phillip Moore to the S.C. Court of Appeal and now he has started over again, Michael Dennis Moore sending documents to the S.C. Court of Appeals Jan. 15, 2022 accusing Phillip Moore blocking out checks. Took all the same checks with the same check number I have submitted (Enclosed) submitted to Judge Scott in Florence, S.C., They are Not blocked out. We were totally disappointed, hurt and upset when we received the Appeals Judges decision Jan. 5, 2022 on the issues - Joint Tenancy with a Right of Survivorship and the Separate Envelope after ALL we went through with these 2 issues in Probate Court with Judge Scott in Florence, S.C. for 5 years. Since the 1st day of this appeal to the S.C. Court of Appeals, Phillip F. Moore (Alternate P.R.), Prada Heir Francine Lawson and Prada Linda K. Moore (Executrix) has been

denied the opportunity to be involved in their Parents Probate in this appeal after paying a retainer fee \$15,000.00 to James Snell. We have suffered mentally and emotionally through this Probate at our age for eight years. Twice we were denied Oral Arguments that we were excited to receive giving our Attorney James Snell the opportunity to appear in person in the presence of the Appeal Judges with these documents I have submitted. After all our Briefs were Stricken and Dismissed we will ask the Appeals Judges for a Rehearing ONLY on their decision on the Joint Tenancy with Right of Survivorship and the Separate Envelope reviewing the documents I have submitted. Due to the phone conversation with Mr. Snell after he filed the Petition for Rehearing my impression from what he stated to me over the phone I realized his representation was over after he submitted the 2 issues to be Reviewed. Mr. Snell also stated he knew 2 or 3 appeals attorneys that represents Appeals in the Supreme Court. After 8 years in this Probate I hope and pray that it does not go to the Supreme Court. We will defend our Parents Will even if it does go to the Supreme Court. We will never give up defending our Parents Estate from Michael Dennis Moore (Personal Representative) and Thomas P. Moore trying to take Parts of the Estate that does not belong to them. If a Rehearing occurs we would ask the Appeals Judges to Please Review these documents I have submitted while making their decision. I understand I am on my own without James Snell in this appeal and we understand that this appeal will be the last time to be Reviewed in the S.C. Court of Appeals. All we are asking is to be involved in this appeal being Honest and Truthful.

Sincerely,
Heirs of our Parents
Phillip F. Moore (Attendo Personal Rep
Francine Lawton - Pro-De Heir
(Deceased) Linda K. Moore - Pro-De Heir

TO: The Courts and Judges - Please reverse your decision
back to Judge Scott's order, that was agreed by 4 of the 5 Heirs.
I have submitted Proof and Evidence (Enclosed) that
T.G. Moore (Alzheimer's) NEVER knew about an
agreement or a contract to sell his property (Enclosed)
334 Cypress Avenue, Murrells Inlet, S.C. 29516.
One of T.G. Moore's children had to be around him
day and night.

Please look at the Death Certificate (Enclosed)
Encephalopathy - A Disease of the Brain - T.G. Moore
was in a coma for 9 days before he passed away Dec. 20, 2013.
Michael Dennis Moore has forged the initials T.M.
on ALL the documents (Enclosed) - Agreement to Buy
and Sell Real Estate Residential. Michael Dennis
Moore has forged Thomas Moore's signature on
Page 6. Michael Dennis Moore illegally sold this
property without the knowledge of T.G. Moore and
kept these documents until T.G. Moore passed away
so he could receive ALL of the \$324,500.00.

Due to the documents (Enclosed) what else can the
Remaining Heirs submit to prove Michael Dennis Moore
is a Con-Artist and a Thief, Legally he should be Prosecuted.

On Page 5 of this agreement it is stated at the
bottom of the page that Dennis Moore initialed T.M. -
Seller have read this page - (Totally a Lie) - T.G. Moore
(Alzheimer's) NEVER READ or SEEN this agreement
(Forged by Michael Dennis Moore).

ON Page 6 stated in this Agreement:

This is a Legally Binding Agreement (Totally False).
Both Buyer and Seller shall seek further assistance
if the contents are Not Understood - Again T.G. Moore
(Alzheimer's) knew Nothing about the contents in
this Agreement. Both Buyer and Seller Acknowledge
receipt of a Copy of this Agreement (Totally False)
T.G. Moore NEVER received a copy of this Agreement
and was Not Present when this Agreement was made.

Both Buyer and Seller Acknowledge receiving, Reading,
and understanding - The South Carolina Real Estate
Commission Agency Disclosure Form - Again, T.G. Moore
(Alzheimer's) NEVER seen this Agreement, even if he
was present and received a Copy of this Agreement it
would be impossible that he would understand ONE word
in this Agreement. Again, please look at the
Death Certificate (Enclosed). In our opinion
Pennis Moore has committed fraud and legally
should be prosecuted. Enclosed is a copy of The Agreement,
Pennis Moore initialed T.M and signed Thomas Moore on this Agreement
Please look at the Last Check 10-6-12 T.G. Moore
wrote (Enclosed). The Agreement or Contract is dated

Nov. 23, 2013. There is NO WAY POSSIBLE T.G. Moore knew about this Contract.

The Courts, Judges and attorneys has made False
Statements that there was a Legal Agreement and
Contract to Sell T.G. Moore's (Alzheimer's) property

334 Cypress Avenue without his knowledge or consent.

STATE OF SOUTH CAROLINA
CERTIFICATION OF VITAL RECORD

COPY

DEATH CERTIFICATION

STATE FILE NUMBER : 139-13-042236

DECEDENT'S NAME: *THOMAS GADDY MOORE*

SEX: MALE

SOCIAL SECURITY NUMBER: 250-40-9693

AKA's: NA

ARMED FORCES: NO

DATE OF BIRTH: MARCH 15, 1929

AGE: 84 YEARS

COUNTY OF DEATH: FLORENCE

TYPE OF PLACE OF DEATH: HOSPITAL- INPATIENT

NAME AND ADDRESS OF PLACE OF DEATH: CAROLINAS HOSPITAL SYSTEM, FLORENCE, SC 29505

PLACE OF DISPOSITION: MOUNT HOPE CEMETERY

DISPOSITION LOCATION: FLORENCE, SOUTH CAROLINA

METHOD OF DISPOSITION: BURIAL

DECEDENT'S RESIDENCE: 2125 KRISTENS CHANNEL, FLORENCE, FLORENCE COUNTY, SC, 29501

MARITAL STATUS: WIDOWED (AND NOT REMARRIED)

PLACE OF BIRTH: SOUTH CAROLINA

SURVIVING SPOUSE'S NAME: NA

FATHER'S NAME: WILLIAM STEVEN MOORE

MOTHER'S NAME PRIOR TO FIRST MARRIAGE: SARAH OWENS

INFORMANT'S NAME: DR MARK LAWHON

RELATIONSHIP: GRANDSON

MAILING ADDRESS: 510 RIDGEWOOD DRIVE, FLORENCE, SC, 29501

FUNERAL HOME: SToudenMIRE - DOWLING FUNERAL HOME, INC., 2402 S. IRBY ST., FLORENCE, SC, 29505

FUNERAL DIRECTOR: TERRY J. BURNHAM

LICENSE NUMBER: 2260

EMBALMER'S NAME: TIMOTHY R SPRENGER

LICENSE NUMBER: 2553

ACTUAL OR PRESUMED DATE OF DEATH: DECEMBER 20, 2013

MANNER OF DEATH: NATURAL

ACTUAL OR PRESUMED TIME OF DEATH: 1911

CAUSE OF DEATH - PART I
CONGESTIVE HEART FAILURE

AORTIC VALVE STENOSIS

ACUTE RENAL FAILURE

ENCEPHALOPATHY

ENCEPHALOPATHY
↓ ↓ ↓ ↓
A disease
of the
Brain

OTHER SIGNIFICANT CON
NA

CORONER CONTACTED?

PERFORMED? NO

AUTOPSY AVAILABLE? NA

DATE OF INJURY: NA

INJURY: NA

INJURY AT WORK? NA

PLACE OF INJURY: NA

LOCATION OF INJURY: NA

HOW THE INJURY OCCUR

NA

CERTIFIER NAME AND TITLE: MD TRAES A. BROWN

LICENSE NUMBER: 32486

CERTIFIER'S ADDRESS: 105 NORTH RAILROAD AVE, LAMAR, SC, 29069

DATE FILED: DECEMBER 30, 2013

DATE OF ISSUANCE: MARCH 17, 2014

SPECIAL INSTRUCTIONS:

NA

SC03467431

This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

Catherine Templeton
Catherine Templeton
Director and State Registrar

This copy is not valid unless prepared on an engraved border displaying the state seal and issuing agency logo.

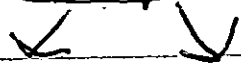


T.G. Moore having Alzheimer's disease was a top Priority Issue through-out these Hearings we had in Court in this Probate. I asked my attorney Kathy Elmore several times to mention his health mentally and physically months Before he Passed Away.

These documents (Enclosed) prove how bad T.G. Moore had Alzheimer's including the Transcripts (Enclosed).

Mentioning and stating the fact about the Alzheimer's disease T.G. Moore had WAS NOT MENTIONED in Court Enough.

Enclosed - Death Certificate



ENCEPHALOPATHY - A disease of the Brain

Copy of the Last Check T.G. Moore wrote 10-6-12. The truth and fact is T.G. Moore knew Nothing about this Agreement to Buy and Sell Real Estate (Enclosed). Pennie Moore has committed a crime and should be punished for forging someone's signature and initials. Please reverse your decision back to Judge Scott's Order that was agreed by 4 of the 5 heirs.

COPY

EXHIBIT

22



AGREEMENT TO BUY AND SELL REAL ESTATE RESIDENTIAL

1. **PARTIES:** This legally binding Agreement entered into on November 23, 2013 between, Buyer(s), Vincent & Karla Januzzi, (hereinafter called "BUYER"), and Seller(s), Thomas & Moore, (hereinafter called "SELLER"). The property shall be deeded in the name(s) of: Vincent & Karla Januzzi

THE BUYER SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

2. **PROPERTY TO BE SOLD:** Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the following described property with improvements and fixtures thereon:

Lot: _____ Block _____ Section _____ Subdivision _____
 Address 334 Cypress Avenue
 Tax Map # 1951004037 City Garden City Zip 29576
 County of North State of South Carolina.

Seller represents that the property is connected to public sewer system or to septic tank or to public water or to well system or to other _____

No personal property will convey as a part of this sale, except as described: Appliances

3. **CONVEYANCE SHALL BE MADE:** Conveyance shall be made subject to all easements as well as covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place of closing, and transaction closed on or before December 23, 2013, not later than 9:00 p.m. Time is of the essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

4. **POSSESSION:** Possession of said property will be given to Buyer at the time of closing. Seller agrees to deliver property free of debris and in a clean condition. The property, including but not limited to, landscaping and lawn, shall be maintained in the same condition from the effective date of this agreement until possession is delivered, ordinary wear and tear excepted. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a separate agreement to be executed prior to closing or occupancy.

5. **PURCHASE PRICE** shall be \$ 324,500
Three Hundred Twenty Four Thousand Five Hundred

6. **METHOD OF PAYMENT:** Purchase price shall be paid as follows: Cash; or Subject to Financing. Financing to be obtained by Conventional Seller VA FHA Other terms: _____

7. **EARNEST MONEY:** This offer is accompanied by an earnest money deposit of \$ 29,500. Buyer and Seller authorize Bryant Auction & Real Estate as Escrow Agent, to hold and disburse earnest money according to the terms of this agreement. Earnest money paid by Cash, Check, or Other. Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the consummation of this sale, the earnest money deposit shall be credited to the Buyer.

BUYER BUYER SELLER SELLER HAVE READ THIS PAGE
 FORGED → Tim
 FORM 310 PAGE 1 of 6

THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

8. LOAN PROCESSING AND APPLICATION: Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a maximum NA % loan (loan-to-value ratio) within NA consecutive days from the execution of this Agreement and shall provide Seller with written satisfactory loan approval within NA consecutive days that contains no credit, income, or asset conditions, unless otherwise set forth in this contract. **Time is of the essence.** Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above contingencies, Buyer shall be in default of this agreement subject to the terms of paragraph 16. FHA Mortgage Insurance will will not be added to the mortgage. VA funding fee will will not be added to the mortgage.

9. CLOSING COSTS: Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:
(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.
(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: _____

10. HOME PROTECTION PLAN COVERAGE: Both parties understand that a third party home warranty Plan will will not be issued at closing. If applicable, the warranty premium will be paid at closing by the Buyer or Seller not to exceed \$ _____

11. EXPIRATION OF OFFER: The offer from Buyer shall be withdrawn at _____ o'clock _____ M. on _____ unless accepted or countered by Seller in written form prior to such time. **Time is of the essence.**

12. EXTENSION AGREEMENT: If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed NA consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. **Time is of the essence.**

13. ADJUSTMENTS: Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax prorrations pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** The Buyer or the Seller shall pay for the cost of any Certificate of Assessment, or other similar document, made available, if applicable. Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorrations at closing shall be final.

14. NON-RESIDENT TAX: Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

15. RISK OF LOSS OR DAMAGE: In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

UCF BUYER BUYER SELLER SELLER HAVE READ THIS PAGE
Forged → *P.M.*
T.M.

6. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 17), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

17. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

18. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender at Buyer's option, shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

19. **CONDITION OF PROPERTY:**

(A) **Seller's Property Condition Disclosure Statement:** (check one)

Buyer and Seller agree that Seller will not complete nor provide Buyer a Seller's Property Condition Disclosure statement in accordance with South Carolina Code of Laws, as amended, Section 27-50-30, Paragraph (13).

Buyer and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et seq., has been provided to Buyer by Seller prior to the ratification of this agreement. If the Seller discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the Seller shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. Buyer understands that the Seller's Property Condition Disclosure statement is not intended to replace a professional home inspection. Buyer understands and agrees that the Seller's Property Condition Disclosure statement contains statements made solely by the Seller. The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure statement. The Buyer and Seller understands and agrees that the Listing and Selling Broker and all affiliated agents have fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

(B) **Inspection:** Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead-based paint and lead-based paint hazards, wetlands study, appurtenant buildings, heating, air conditioning, electrical and plumbing systems as well as built-in appurtenant equipment or appliances. All inspections shall be completed by _____ in the event repairs are necessary to place the heating system, air conditioning, plumbing, and electrical system to be conveyed in operative condition and to make the roof free of leaks, and the dwelling structurally sound, the Seller shall be notified in writing of the specific defects or deficiencies within 48 hours after the inspection date mentioned above. Time is of the essence. If Buyer fails to notify Seller within this time, Buyer shall have waived any and all rights under the terms of this paragraph. If Lender's commitment requires any additional inspections or certifications, these are to be provided by Buyer.

(C) **Maintenance:** After any inspection by Buyer and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing, and electrical systems; as well as all appliances to be conveyed in operative condition, normal wear and tear excepted, until the day of closing of the day possession is given, whichever occurs first. Seller agrees to maintain the property, including lawn, shrubbery and grounds until the day of closing or possession, whichever occurs first.

(D) **Wood Infestation Report:** If the property to be sold has been previously occupied, The Buyer The Seller shall, at their expense, have the property inspected and shall obtain a current Wood Infestation Report (CL100) from a licensed and bonded pest control operator, on or before _____ Time is of the essence. If Buyer is responsible for having the property inspected as indicated above, but fails to have the property inspected by this date, Buyer shall have waived any and all rights under the terms of this paragraph. The Seller makes no warranties with regard to matters covered by such report or any other improvement unless specifically stated in this agreement. If the infestation report reveals the presence of or damage by termite infestation or other wood destroying organisms, Seller shall

UCF BUYER [Signature] BUYER [Signature] SELLER SELLER HAVE READ THIS PAGE

FORM 310 PAGE 3 of 6

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remedy such deficiencies, subject to section (E) below, and shall furnish Buyer with a report of a qualified inspector that property is free from infestation or damage herein mentioned or that infestation or damage has been treated and/or repaired as appropriate in a workmanlike manner on or before closing.

If the property to be sold has not been previously occupied, Seller shall certify that the dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide the Buyer, at closing, a written certification from a licensed pest control operator.

(E) Repairs: The cost of all repairs to heating system, air conditioning, plumbing, and electrical system to be conveyed, and to make the roof free of leaks, to address environmental concerns and to make the dwelling structurally sound and provide wood infestation treatment, if any, required by section (B) and (D) above, to be paid by Seller. If the Seller refuses to make these repairs and treatment, the Buyer shall have the option to (1) accept the property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Agreement, subject to paragraph 7. The repairs to any other items are the sole responsibility of Buyer. The obligations of Seller under paragraph 19 terminate on the day of closing or on the day possession is given, whichever occurs first.

(F) Residential Dwellings Built before 1978: (check one of the following)

This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards which shall be done, at the Buyer's expense, by midnight on the tenth day after ratification of this contract or by midnight on NA. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home" for more information). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within _____ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. Upon such termination, the earnest money deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder. The Buyer may remove this contingency at any time without cause; or

Buyer waives the opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.

(G) Megan's Law: The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that the Buyer and Seller have the sole responsibility to obtain any such information. The Buyer and Seller understand that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

(H) Disclaimer: The Buyer acknowledges the Seller, except as provided in subparagraphs (B), (C), (D), and (E) of this section, gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the property or to the conditions of or existence of improvements, services, appliances or system thereto, or as to merchantability or fitness for a particular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller.

Neither Buyer nor Seller will hold Cooperating or Listing Broker responsible for any act of negligence or intent by any inspection or repair company employed by Seller or Buyer for the purposes of this agreement. The Seller is not required to make any repairs under any circumstances until Purchaser's financing has been approved.

20. APPRAISED VALUE: (check one)

This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lenders appraisal or other appraisal as agreed, for the selling price.

This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of

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proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation, or terminate the agreement without penalty.

21. **DISCLAIMER BY BROKERS AND AGENTS:** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty or warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.

22. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at Buyer's Seller's expense.

23. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

This mediation clause shall survive for a period of 120 days after the date of the closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

24. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

25. **ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on any documents intended by the parties to be included, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

26. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

27. **TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this agreement. It is understood that Broker may may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account.

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FORM 310 PAGE 5 of 6

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28. **NON-RELIANCE CLAUSE:** Both Buyer and Seller hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

29. **CONTINGENCIES:** These stipulations shall preempt printed matter herein:(attach and reference addendum if necessary) NA

THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIVING, READING, AND UNDERSTANDING THE SOUTH CAROLINA REAL ESTATE COMMISSION'S AGENCY DISCLOSURE FORM.

ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: <u>Vicki C. Fung</u>	Date <u>11-23-13</u>	Time <u>11:33 AM</u>
WITNESS: <u>Gwen C Bryant</u>	Date <u>Nov 23, 2013</u>	Time <u>11:33 AM</u>
BUYER: <u>Karla S. Javuzga</u>	Date <u>Nov 23, 2013</u>	Time <u>11:33 AM</u>
WITNESS: <u>Gwen C Bryant</u>	Date <u>Nov 23, 2013</u>	Time <u>11:33 AM</u>
SELLER: <u>Dennis Moore P.O.A.</u>	Date <u>Nov 23, 2013</u>	Time <u>11:33 AM</u>
WITNESS: <u>Gwen C Bryant</u>	Date <u>Nov 23, 2013</u>	Time <u>11:33 AM</u>
SELLER: <u>Thomas Moore</u> ← FORGED	Date _____	Time _____
WITNESS: <u>Gwen C Bryant</u>	Date _____	Time _____

LISTING AGENT AND COMPANY _____
 SELLING AGENT AND COMPANY Gwen C Bryant Bryant Auctions Real Estate LLC

SELLING AGENT IS PRESENTING THIS OFFER AS A BUYER'S AGENT OR SUBAGENT OF THE SELLER.

ESCROW AGENT ACKNOWLEDGMENT Gwen C Bryant

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

Instrument#: 2013000160769, DEED BK: 3707 PG: 1681 DOCTYPE: 001.12/31/2013 at 02:20:11 PM, 1 OF 6 COUNTY STAMPS: \$356.95 STATE STAMPS: \$843.70 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

TMS Number correct 1951004037

Prepared By and Return To:
Neill Law Firm, P.A.
671 Jamestowne Drive, Suite 207
Garden City, SC 29576
File # 13-1255

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that DENNIS M. MOORE, hereinafter Grantor(s), in the State aforesaid, for and in consideration of the sum of **THREE HUNDRED TWENTY FOUR THOUSAND FIVE HUNDRED DOLLARS 00/100 (\$324,500.00)**, unto me paid by **VINCENT C. FAVUZZA and KARLA S. FAVUZZA**, hereinafter Grantee(s), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the said **VINCENT C. FAVUZZA and KARLA S. FAVUZZA**, for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

SEE ATTACHED PROPERTY DESCRIPTION

Tax Map #: 195-10-04-037

Grantees' Address: 1001 Highland Wood Drive, Kannapolis, NC 28083

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 **VINCENT C. FAVUZZA and KARLA S. FAVUZZA**, for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind heirs and assigns, to warrant and forever defend all and singular the said premises unto the said **VINCENT C. FAVUZZA and KARLA S. FAVUZZA**, for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion against my heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

EXHIBIT

WITNESS my Hand and Seal this 27th day of December in the year of our Lord two thousand thirteen.

Signed, Sealed And Delivered
In The Presence Of:

Nancy L. Rowe
Witness

Dennis M. Moore
Dennis M. Moore

[Signature]
Notary

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that the above-signed Grantor(s), personally appeared before me this 27th day of December, 2013 and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 27th day of December, 2013.

[Signature]
Notary Public for South Carolina

My Commission Expires: 11/29/14

File # 13-1255

**PROPERTY DESCRIPTION
FOR DEED**

ALL AND SINGULAR, that certain piece, parcel or lot of land, situate, lying and being in Socastee Township, Horry County, South Carolina, being shown as LOT 1 ON A PLAT ENTITLED "FINAL PLAT OF CYPRESS AVENUE SUBDIVISION OF A. J. BAKER PROPERTY, PAR LOTS 3 AND 4, BLOCK H" surveyed for Bobby Moss by Huntley and Associates, Inc., Land Surveying dated June 26, 2005 and recorded November 3, 2006 in Plat Book 218 at Page 88, Horry County Records.

Being the identical property acquired by the grantor and Thomas G. Moore by deed of Fannie Mae, a/k/a Federal National Mortgage Association dated September 25, 2012 and recorded in Deed Book 3609 at Page 3389, Horry County Records on September 27, 2012. The said Thomas G. Moore, having died on December 20, 2013 as per the attached certificate of death.

TMS #195-10-04-037

Property Address: 334 Cypress Avenue, Garden City, SC 29576

Dennis should be Prosecuted

9. 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 no more than on year, or both.

Dennis M. Moore
Dennis M. Moore

SUBSCRIBED and sworn to before me this
27th day of December, 2013.

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: *12/28/18*

Separate Envelope (Enclosed) - Decline to consider.
Will & Enclosed.

It is stated that you will decline to consider the separate envelope issue without the inclusion of the Will or the separate document that was allegedly incorrectly integrated into the Will.

Mr. Purant submitted this Appeal to the S.C. Court of Appeals on behalf of his client Michael Dennis Moore.

All we retained James Snell and Vicki H. was to represent us with these Appeals. Are the remaining Heirs going to be punished because Mr. Purant did not put a copy of the Will and the copy of the letter when he made this Appeal?

The remaining Heirs are very hurt and upset by the decision Not to consider this issue.

This is a unfair and devastating decision towards 3 of the Heirs of our Parents - P. Phillip F. Moore Sr., Pro-De - Francine L. Lowman and Pro-De - Linda K. Moore.

We retained James Snell for Nothing to be represented with the Appeals, giving him a \$15,000.00 retainer fee.

As it stands now your decision is to allow Pierce Campbell and Thomas P. Moore to illegally receive ALL the interest our Parents owned \$350,000.00 in the Richland County (Church Property) with this illegal, not notarized, unsigned letter without our Parents signature letter to be attached to our Parents Will.

Again, we are very hurt.

Someone should be Prosecuted.

COPY

NO Pate

Thomas G. Moore and Lester P. Moore purchased five acres of land in Horrell Hill, SC out from Columbia, SC off of Highway 76. The land was deeded in Thomas G. Moore and Lester P. Moore's name at the Columbia Court House. It was purchased for the purpose of building a new church on it.

Thomas G. Moore has three plaques that were awarded to him from Horrell Hill Baptist Church for his support and donations and tithing in building of the church, plus his twenty-five years of attending and supporting the church. He has continued paying his tithes up to the writing of his LAST WILL AND TESTATMNT ON FEBRUARY 6, 1998.

If this church in Horrell Hill, SC is ever RENTED OR SOLD, Thomas G. Moore bequeaths his half INTEREST OR OWNERSHIP to go to Thomas P. Moore. I have paid one half of the land and church building on this land.

My oldest son, Thomas Paul Moore, is a licensed minister ad if he decided to or was asked to run or help pastor the church, AFTER Lester P. Moore has DECEASED, I (Thomas G. Moore) would bequeath my one-half interest to go to Thomas P. Moore (My oldest son). If he does not want to pastor at the church, I would bequeath my one-half interest or ownership in the church and land to my son Thomas P. Moore, if the church is ever rented of sold.

NOT NOTORIZED

NO Signature

If our Parents wishes were that Thomas P. Moore receive their interest in the Richland County (Church Property) there's NO Poulit it would be stated in the Will → Enclosed

Last Will and Testament

of

THOMAS G. MOORE

COPY

FLORENCE, SOUTH CAROLINA

2014 FEB 19 AM 11:19

FILED

I, Thomas G. Moore, a resident of and domiciled in the County of Florence, State of South Carolina, being of sound mind and disposing memory, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

ITEM I

I direct my personal representative hereinafter named to pay all my just debts and funeral expenses, including the cost of a marker for my grave, as soon as practicable after my demise, and to that end do I charge my whole estate, real and personal.

ITEM II

For and in consideration of the mutual bequest between my spouse and myself, it is clearly and unequivocally understood between us and the personal representative named hereinafter that this my Last Will and Testament is to be carried out exactly as it has been written and for our Wills to never be changed even after my death. It being the mutual consideration set forth hereinafter that neither I nor my spouse will change our Will without the written express consent of our spouse.

ITEM III

It is further understood between my surviving spouse and me as well as the personal representative of my estate, that there will never be any mortgages liens or other encumbrances placed upon the assets of this estate. That the assets of our estate will be preserved and never be given or loaned to anyone or any organization, charitable or otherwise, after I am deceased.

ITEM IV

It is further understood and agreed as part of the consideration between my spouse and I, that if either one of us decides to remarry or cohabitate with someone else then they would immediately forfeit and relinquish any right or interest to the real estate

[Handwritten signature]

[Handwritten initials]

Recorded: Feb. 21, 2014
will Bk. 73, Pg. 786

EXHIBIT

006781

or monies which comprise the assets of this estate which would include furniture and personal belongings, excluding clothes, jewelry and automobiles.

ITEM V

Based upon the mutual covenants recited herein above and for those recitals to act as a contingency and condition for the terms of this my Last Will and Testament; I hereby give, devise and bequeath to my beloved wife, Earline B. Moore, all my right, title and interest in and to my property, both real, personal and mixed, or whatsoever nature and kind and wheresoever situate, of which I may die seized or possessed, or to which I may be entitled in fee simple.

ITEM VI

In the event my wife should predecease me or her death and mine occur simultaneously or as a result of a common accident or disaster, I then give, devise and bequeath all my estate and property as follows:

All of my property and estate both real and personal be liquidated including my residence and the furniture therein in an orderly manner and the monies obtained from the liquidation of my estate be placed in a trust fund at a bank or financial institution selected by the personal representative and distributed among my surviving children as follows:

A. I hereby give, devise and bequeath to my beloved son, Thomas Paul Moore, an equal share of my estate, to be set forth herein: He is to receive \$25,000.00 in cash once the estate has been properly probated and the Probate Court has approved the disbursement of funds. In addition to the \$25,000.00, he is to draw a check each month in the amount of \$2,000.00 until such time as his equal share of the estate has been exhausted. In the event my son should predecease me and he has not exhausted his portion of the estate, the balance of his share of my estate is to be paid to my beloved grandson, Thomas Paul Moore, Jr.

B. I hereby give, devise and bequeath to my beloved daughter, Francine M. Lawton, an equal share of my estate, to be set forth herein. She is to receive \$25,000.00 in cash once the estate has been properly probated and the Probate Court has approved the disbursement of funds. In addition to the \$25,000.00, she is to draw a check each month in the amount of \$2,000.00 until such time as his equal share of the estate has been exhausted. In the event my daughter should predecease me and she has not exhausted her

Handwritten signature/initials

Handwritten initials

000787

portion of the estate, the balance of her share of my estate is to be paid to my beloved grandchildren, James Mark Lawhon and Christy Lawhon, in equal shares.

C. I hereby give, devise and bequeath to my beloved son, Phillip F. Moore, Sr. an equal share of my estate, to be set forth herein. He is to receive \$25,000.00 in cash once the estate has been properly probated and the Probate Court has approved the disbursement of funds. In addition to the \$25,000.00, he is to draw a check each month in the amount of \$2,000.00 until such time as his equal share of the estate has been exhausted. In the event my son should predecease me and he has not exhausted his portion of the estate, the balance of his share of my estate is to be paid to my beloved grandchildren, Philip F. Moore, Jr., Adam W. Moore, and Charity D. Moore in equal shares.

D. I hereby give, devise and bequeath to my beloved daughter, Linda M. Fowler, an equal share of my estate, to be set forth herein. She is to receive \$25,000.00 in cash once the estate has been properly probated and the Probate Court has approved the disbursement of funds. In addition to the \$25,000.00, she is to draw a check each month in the amount of \$2,000.00 until such time as her equal share of the estate has been exhausted. In the event my daughter should predecease me and she has not exhausted her portion of the estate, the balance of her share of my estate is to be paid to my beloved grandchildren, Chad S. Owens, Brad T. Owens and Justin L. Owens in equal shares.

E. I hereby give, devise and bequeath to my beloved son, Michael Dennis Moore, an equal share of my estate, to be set forth herein. He is to receive \$25,000.00 in cash once the estate has been properly probated and the Probate Court has approved the disbursement of funds. In addition to the \$25,000.00, he is to draw a check each month in the amount of \$2,000.00 until such time as his equal share of the estate has been exhausted. In the event my son should predecease me and he has not exhausted his portion of the estate, the balance of his share of my estate is to be paid to my beloved grandchildren, Lauren Brittany Moore, Holland J. Moore, and Sydney Keswick Moore, in equal shares.

ITEM VII

In the event my wife should predecease me or her death and mine occur simultaneously or as a result of a common accident or disaster, then each of my children

are to receive 1/6 of estate. It is my wish and desire that I do not want to be put into a nursing or retirement home. I will ask, if it is possible, for one of my children and/or grandchildren to come in and live in my home and take care of me in my old age when I may need someone to take me to the doctor or other places I may want to go. Whoever does so until I am deceased, will at the time of my death receive 1/6 of all of my estate which I have at the time of my death. This bequest represents 1/6 of my estate which is to be shared equally with a 1/6 bequest to my other five children. In the event none of the children or grandchildren are able to take care of me in such a manner, then I will request that my son, Dennis Moore, the personal representative of the estate, to hire someone to keep my home and look after me and be paid a reasonable amount weekly from what is identified as estate funds and this will eliminate the six way division of my estate. In such event my five children will split my estate and property five equal ways.

ITEM VIII

I do hereby nominate constitute and appoint my beloved son Michael Dennis Moore, as Personal Representative of this my Last Will and Testament and direct that said appointee serve without bond or security and vest in my personal representative full authority and discretion to perform all acts and things deemed necessary, convenient or proper in the administration of my estate. Should, however, my said son fail or refuse to qualify as Personal Representative, or should predecease me, or in the event of both our deaths, I then appoint my son, Phillip Moore, as Alternate Personal Representative of this my Last Will and Testament and he serve without bond or other security.

Handwritten signature/initials

IN WITNESS WHEREOF, I have hereunto set my hand and seal this

27 day of September, 1999.

Handwritten initials: DR SG

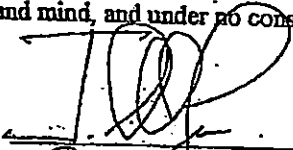
Handwritten signature of Thomas G. Moore
Thomas G. Moore
Testator

I, Thomas G. Moore, the Testator, sign my name to this instrument this 27 day of September, 1999, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

Handwritten signature of Thomas G. Moore
Thomas G. Moore
Testator

Vertical stamp or text

We, the undersigned witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his Last Will and Testament and that he signs it willingly, and that each of us, in the presence and hearing of the Testator, hereby signs this Will as the witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

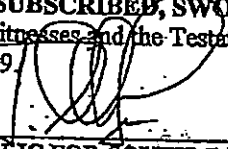


Susie Floyd

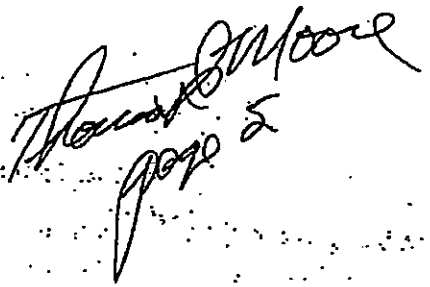
STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

SUBSCRIBED, SWORN to and ACKNOWLEDGED before me by the above named witnesses and the Testator, Thomas G. Moore, this 27 day of September, 1999.



NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 10/20/03


Thomas G. Moore
page 2

064000
000790

Keeping involved in this probate on the computer S.C. Courts.ORG every other day, I understood exactly why the briefs of Phillip Moore and Pro-Se Heir Linda K. Moore, Pro-Se Heir Francine Lawton's briefs were stricken and will Not be on the docket to be reviewed.

It was Pierce Campbell on behalf of his client Thomas Moore submitting Motions to have ALL the Briefs of Phillip Moore, Pro-Se-Linda K. Moore and Pro-Se-Francine Lawton stricken, not to be on the docket to be reviewed. Please look on the computer S.C. Courts.ORG.

Please look at the illegal, undated, Un-signed Letter (Enclosed) that were in the briefs submitted by Phillip Moore, Pro-Se Heir Linda Moore and Pro-Se Heir Francine Lawton. Pierce Campbell and Thomas Moore Did Not want the Appeals Judges to see this Letter and the evidence concerning the Richland County (Church Property).

Pierce Campbell ambushed the remaining Heirs with this illegal letter the Day of the Dec. 27, 2015 Hearing to receive ALL the Interest our Parents owned in the Richland County Property (Church Property). Pierce Campbell and Thomas Moore Lied and gave false statements → The Letter was with the Will inside the Safes Later in the hearing it was Proven it was Not near the Will.

After the Hearing Dec. 22, 2015.

↓ ↓ ↓ ↓ ↓ ↓
The statement in Judge Scott's Order concerning the
Letter Pierce Campbell and Thomas Moore submitted.

"Examine the Writings and Evidenced by the Writings"

↓ ↓ ↓ ↓
After Judge Scott stated this in his Order
we retrieved 2 original Letters (Enclosed) from
our Parents Files after T.G. Moore's funeral.
Examine and compare with the Letter Pierce
Campbell and Thomas P. Moore submitted to the
Court Dec. 22, 2015

These 2 original letters are typed different
than Thomas P. Moore's letter and ALL of our
Parents letters in their files had their signatures

Knowing our Parents for 60 years they would
NEVER give ANYONE a LETTER without their
SIGNATURE.

It is illegal to submit a False Document
through our Court System

1st Original Letter retrieved from our Parents Files
after T.G. Moore's funeral, typed and signed by our Parents.
after Dec. 22, 2015 Hearing, the statement in Judge
Scott's Order States: Examine the Writings and Evidence
by the Writings.

Examine and Compare with the Letter
Pierce Campbell and Thomas P. Moore submitted to
the Court Dec. 22, 2015 Hearing.

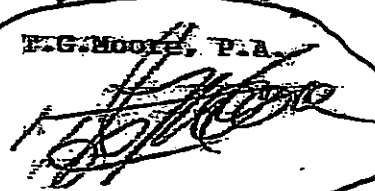
COPY

/Miriam McIver Accounting Services:

Miriam, when we get Moores Cars LLC bank statement for the month of January 2003, you will find T.G. Moore's Cars, Inc. bank statement for the month of January 2003. You will have to use both of these bank statements for Moores Cars L.L.C. accounting.

The purpose of using both bank statements is that we had to use T.G. Moore's Cars Federal I.D. number and State I.D. number to make our pay-roll tax deposits each week until the Crawford Law Firm give Moores Cars L.L.C. their Federal I.D. number. We have all of that straight now. The Federal gave Moores Cars, L.L.C. the same Federal I.D. number that T.G. Moores Cars had.

Dennis H. Moores wants you to do his accounting for Moores Cars L.L.C. like you did for T.G. Moores Cars.

T.G. Moore, P.A.


Second Original Letter retrieved from our Parents Files
after T.G. Moore's funeral, typed and signed by our Parents.
Examine and Compare with the letter Pierre Campbell and Thomas Moore
submitted to the Court.

T.G. Moore
330 1/2 E. Palmetto Street
Florence, SC 29506
(843) 669-6866 Office (843) 669-3237 Fax

COPY

Dec. 2002

Miriam McIver
Accounting Services

Dear Miriam,

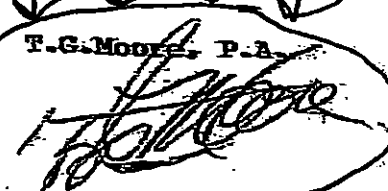
You will find enclosed a copy of T.G. Moore's Cars, Inc. employees that has worked for my company in 2002; names, addresses, and social security numbers.

Also, you will find names, addresses, and social security numbers of people that have done work for T.G. Moore's Cars, Inc. in the year of 2002 that I had to give a 1099 form to.

Also, you will find people that have done work for T.G. Moore's Cars, Inc., did not make enough money to get a 1099 form. Furnishing you their names and addresses. Some of these people have moved out of State. Some of them have gone out of business. Cannot locate one or two of them.

T.G. Moore's Cars, Inc. is being dissolved with the Secretary of State as of January 1, 2003. T.G. is closing my business after 50 years in the business. I will not need no accountant after Dec. 31, 2002. I appreciate working with your accounting services. Miriam, we get our statement around the 10th of January. I will bring you. Figure our year end taxes and dividends, if any, for T.G. Moore's Cars, Inc.

My son, Dennis Moore, says that he is going to open up a car business, January 2003. I told him, if he did, I would recommend him using the Miriam McIver Accounting Services. If he opens up his new business, he will be up there to talk to you about it.

T.G. Moore, P.A.


Letter (Enclosed) submitted to the Court the Day of the Dec. 22, 2015 Hearing by Pierce Campbell on behalf of his client Thomas P. Moore. This letter did NOT have a date, was NOT notarized, did NOT have a signature by anyone even without our Parents signature. The remaining 4 Heirs will NEVER believe this letter is legal and should NOT been admitted through our Court system. There is NO Doubt in our mind Thomas P. Moore typed this Letter himself or someone else typed the Letter for him to ~~take~~ All our Parents Interest \$350,000.00 in the Richmond County (Church Property) for him and his family. This is Exactly the reason he retained his Own Personal Attorney (Pierce Campbell). The remaining Heirs NEVER SEEN this Letter until they were ambushed with this Letter Dec. 22, 2015 by Pierce Campbell the Day of the Hearing. The Lies and false statements in the Hearing by Pierce Campbell and his client Thomas P. Moore has greatly affected Judge Scott in his Order concerning the Richmond County (Church Property). Pierce Campbell and Thomas Moore has committed Perjury.

It is a State Law a Person will be Prosecuted Committing Fraud. Thomas Moore has committed Fraud and should be Prosecuted submitting this illegal Letter.

Why did Pierce Campbell charge what he stated in the Letter Oct. 10, 2014 (Enclosed)?

Enclosed - is a copy of a letter sent to Porter Stewart
→ Oct. 10, 2014 from Pierce Campbell. ATTORNEY Porter Stewart
was appointed to keep the Estate Accounting.

Pierce Campbell (Thomas P. Moore's Personal Attorney he
retained) stated this below concerning the Richland
County Property (Church Property).

The next issue is how to deal with the church
property in Richland County. I assume the Estate
will issue a Peed of Distribution of the Decedent's
Interest to the Five Children Equally.

This is the exact same agreement ALL five
Heirs agreed to at the meeting 1 days after
the funeral of T. G. Moore.

It wasn't until the day of the 1st Hearing we
had Dec. 22, 2015 when we realized Why Thomas Moore
retained his own Personal Attorney (Pierce Campbell).

Why did Pierce Campbell change what he
stated in the Letter Oct. 10, 2014 Enclosed.
Now, Dec. 22, 2015 he changed his mind on
behalf of his client - Thomas P. Moore. It was
Thomas P. Moore having the idea to type this letter without
the remaining heirs seeing this letter until the day of the hearing.

TURNER PADGET

COPY

S. Porter Stewart, II, Esquire

October 10, 2014

Page 2

← Before the Dec. 22, 2015 Hearing

The next issue is how to deal with the church property in Richland County. I assume the estate will issue a Deed of Distribution of the decedent's interest to the five children equally. If any other plans for this property are contemplated, please let me know.

The final item of concern is your client's stated position that he will seek to obtain the additional 1/6 distribution of the estate assets. I have expressed our disagreement with this request based on the facts surrounding the care of Mr. Moore. We can certainly deal with our objections whenever a proposal for distribution is submitted; however, I wanted to note clearly now that we do object to such a plan and will request a hearing on the same if requested.

Please confirm your receipt of this letter and the steps your client is taking in this regard. I look forward to hearing from you soon.

Yours very truly,

TURNER, PADGET, GRAHAM & LANEY, P.A.

C. Pierce Campbell

CPC:kte

cc: Mr. Thomas P. Moore

The South Carolina Judges decision was totally wrong to award Michael Dennis Moore the total amount \$324,500.00 with the illegal agreement or contract on the property 334 Cypress Avenue, Murrellsdelight S.C. 29516.

Now, Dennis Moore will be submitting documents to the South Carolina Court of Appeals Judges to dismiss the loan checks he owes to the Estate. Dennis Moore has lied and been deceptive on the Legal Binding Agreement and Contract that has influenced the South Carolina Appeals Judges to change Judge Scott's rulings and deny our Parents wishes stated in their Will. Why Leave A Will?

Now, Dennis is working towards the Loan Checks Enclosed - Dennis has submitted Loan Checks that has been black out with a marker to the South Carolina Court of Appeals Jan. 15, 2022 and is blaming one of his brothers. The remaining heirs tried their best the 1st day this Probate opened to Judge Scott to please remove Dennis Moore as Personal Representative due to the fact we knew he was a liar and a thief. Judge Scott did in fact see what kind of person he was when Judge Scott gave him \$50.00 for his Entire Duty as Personal Representative in this Probate. Enclosed is the copy 2 checks that I submit in Court to Judge Scott.

January 15, 2022

COPY

To: The South Carolina Court of Appeals

In the Matter of the Estate of Thomas Gaddy Moore

The Appellant Michael Dennis Moore

Vs.

The Respondents Thomas Paul Moore, Phillip Frederick Moore, Francine Lawhon,
and Linda Kaye Moore who is deceased at this time

Appellate Case No: 2018-00114

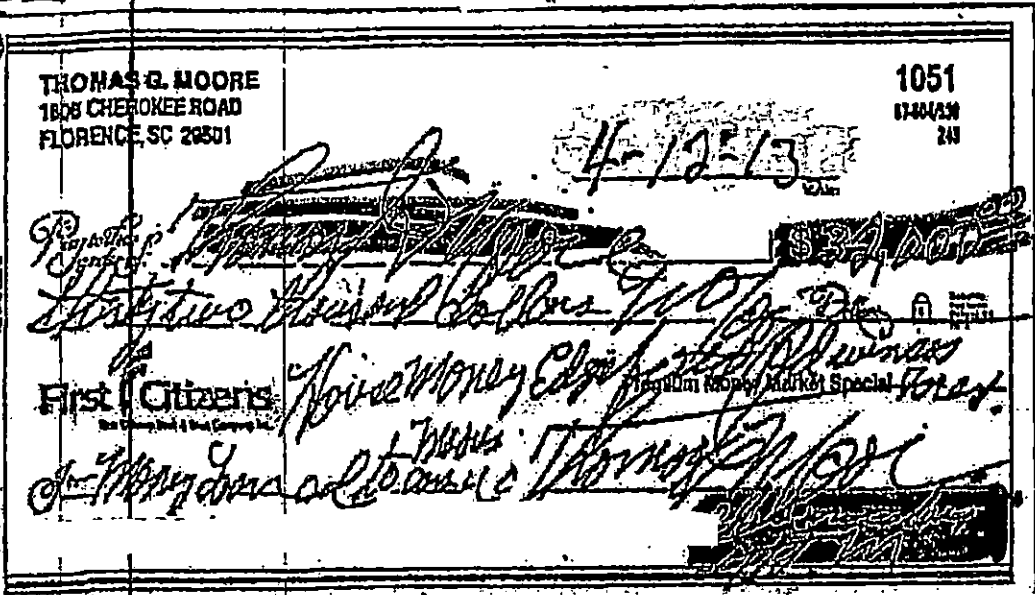
To The South Carolina Court of Appeals

Michael Dennis Moore, Pro-Se

*The Honorable Ms. Jenny Abbott Kitchings - Clerk of Court,
Ms. Kitchings Could you please file these letters
for I, Dennis Moore with the courts. Because as you
know the courts has dismissed my attorney and now
I am Pro-Se and I have to represent myself.*

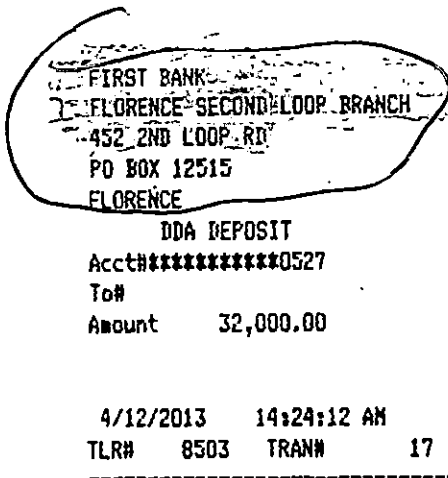
*Thanks
Dennis Moore*

Michael Dennis Moore has released 5 different attorneys through out his Probate including the last attorney Mr. Durant. Dennis has to realize these attorneys will Not submit these False Documents and defend his lies just because he gives them a retainer fee. Who is he going to blame next?



COPY

Look Where someone took a Permanent marker and Black it out. It had to be one of my Brother because it did not come from the Bank like that.



Now Here is another Check that David Durant JR. Could have argue For his client And Now because he missed it The South Carolina Court OF Appeals are going to Charge Dennis Moore For his mistake Knowing I Never got this money,

Dennis moore once again Never has Bank With First Bank.



* Dennis needs to look at the Memo on the bottom of this check - Money loaned to Moore's Cars LLC - His company

TO the Judges and all the attorneys, Please forgive the ignorance of Dennis Moore having Only a 1st grade education. How stupid can Dennis be submitting these checks that are Blacked out and blaming his brothers. He should have common sense that I had the original checks I submitted to the Court in Florence S.C. Copies Enclosed.

THOMAS G. MOORE
1809 CHEROKEE ROAD
FLORENCE, SC 29501

1050
CHECKS
28

4-9-13

First Citizens

Thomas Moore

COPY

Once again Look Where Someone Black it out.
It had to be one of my Brother one of yall done a Hell of Job
Trying to Frame Dennis moore

FIRST BANK
FLORENCE SECOND LOOP BRANCH
452 2ND LOOP RD
PO BOX 12515
FLORENCE

COMMERCIAL DDA DEPOSIT
Acct# 0527
To#
Amount 39,640.00

4/09/2013 14:16:46 AM
TLR# 8502 TRAN# 13

EXHIBIT

IF my attorney David Parant JR. and his law Firm Would have only Bought this evidence in to the Circuit Court before the Judge Thomas A. Russo and argue these checks For his client Dennis moore, I Would have not had to paid one dime. Because you Can see my Father wrote his on SELF the check and then Turn around and put it in his on Bank Account at First Bank. Dennis has never Bank With First Bank

Enclosed is copies of the 2 original checks submitted in Court to Judge Scott. These 2 original checks submitted in Court in the Probate Files are NOT Black Out.

All the other Loan Checks that were submitted and put in the Probate File were NOT Black Out.

Look at the Check Numbers on the 2 Blacked out Pennis Moore submitted blaming his Brothers.

Look at the same Check Numbers of the original checks submitted in Probate Court to Judge Scott in Florence, S.C.

Pennis Moore is trying all he can possibly do to Not Pay the Loans he received to his Company - Loan to Moore's Cars LLC - His Company.

All the Loan Checks that Pennis Moore owes the Estate was submitted in Court to Judge Scott.

Copies Below of the original Loans Checks that were submitted in court to Judge Scott. There's NO Doubt Jannis Moore bleached out the checks he submitted to the South Carolina Court of Appeals 1-15-22. There's no way possible Jannis can deny he did Not receive his money when it is stated on All the Checks I submitted - Loan to Moore's Cars LLC - his Company.

COPY

THOMAS G. MOORE
1808 CHEROKEE ROAD
FLORENCE, SC 29501

1051
6740438
245

4-12-13

Pay to the order of Thomas G. Moore \$32,000.00
thirty two thousand dollars

First Citizens House Money Edgefield Windsor Forest
Premium Money Market Special

J. Maras Thomas G. Moore
check writer

Check Reads - House money Edgefield Windsor Forest - T.G. Moore's house he lived in and sold for \$728,383.63. Money loaned to Moore's Cars LLC.

COPY

THOMAS G. MOORE
1808 CHEROKEE ROAD
FLORENCE, SC 29501

1050
6740438
245

4-9-13

Pay to the order of Thomas G. Moore \$39,640.00
thirty nine thousand six hundred forty dollars

First Citizens House Money Edgefield Windsor Forest
Premium Money Market Special

J. Maras Thomas G. Moore
check writer

Check Reads - Money from House Money - Edgefield Windsor Forest - T.G. Moore's House he lived in and sold for \$728,383.63. Loaned to Moore's Cars LLC.



LAW OFFICE OF
JAMES R. SNELL, JR.

James R. Snell, Jr. • Vicki Koutsogiannis

Phillip F. Moore, Sr.
1504 Damon Drive
Florence, South Carolina 29505

Dear Mr. Moore:

COPY

Feb. 4, 2022

RECEIVED

FEB 07 2022

SC Court of Appeals

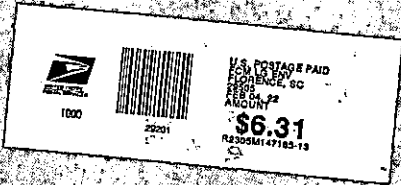
I hope that this letter resolves your concerns. I do look forward to a chance to continuing with your Appeal in the most timely and expedient manner possible. If however you would like to relieve my office, I am enclosing a form that you can return in the enclosed envelope making that request to the Court. This however is optional on your part, and not something that I am requesting. I am simply providing it for your convenience in the event that is your decision.

Sincerely,



James R. Snell, Jr.

Phillip F. Moore Jr.
1504 Pomon Drive
Florence, S.C. 29505



Honorable Jenny Abbott Kitchings
Deputy Clerk, S.C. Court of Appeals
1220 Senate Street
Columbia, S.C. 29201

RECEIVED
FEB 07 2022
SC Court of Appeals

