

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

2-21-22  
**RECEIVED**

FEB 23 2022

Re: In the Matter of the Estate of: Thomas G. Moore (Michael B. Moore) vs  
Thomas P. Moore, Francine L. Lawhon, Linda K. Moore, &  
Phillip F. Moore  
Case No.: 2018-001144  
UP No.: 5887, Submitted November 1, 2021-FILED January 5, 2022

Dear Ms. Kitchings,

Enclosed for filing are original copies of the Respondents (Pro-Se) Phillip Frederick Moore's Petition for Rehearing to be reviewed by the appeal Judges in this case, as well as a Proof of Service and Rule 240 Certification. The Opinion Affirming in Part and Reversing in Part was received U.S. Mail on Jan. 5, 2022. Enclosed I have sent the \$50.00 filing fee. Please file these copies Enclosed to the Court to be reviewed by the Appeal Judges to reconsider their decision on these two issues Enclosed filed Jan. 5, 2022.

- (1) I filed a Petition for Rehearing 1-18-22 \$50.00 filing fee PAID.
- (2) Enclosed in these documents is a signed copy to the S.C. Court of Appeals relieving Counsel James Snell as my attorney, \$50.00 filing fee PAID.

I am now Pro-Se representing myself through-out this appeal and rehearing. I would ask that all letters or documents be sent to my address: Phillip F. Moore Jr. (Pro-Se) 1504 Pama Drive, Florence SC 29505. I have been involved in my Parents Probate since day ONE Feb. 2014.

P.S. - I have lost the letter sent to me Feb. 17, 2022. Please let me know if there's anything I did not do concerning the Petition for Rehearing. Again, I have forward the \$50.00 Filing Fee and submitted a Proof of Service.

Sincerely,  
Pro-Se - Phillip Frederick Moore

Enclosures

- cc: • C. Pierce Campbell (US MAIL)
- Michael Pennis Moore (US MAIL)
- Francine L. Lawhon (US mail)
- Linda K. Moore - Deceased

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM FLORENCE COUNTY  
J. Munford Scott, Jr., Probate Court Judge  
Thomas A. Russo, Circuit Court Judge

Appellate Case No: 2018-001144  
Opinion No.: 5887  
Submitted November 1, 2021-Filed January 5, 2022

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.

**RESPONDENT PHILLIP FREDERICK MOORE'S  
PETITION FOR REHEARING**

Respondent Phillip Frederick Moore, hereby submits this Petition for Rehearing asking that  
the Court reconsider its decision, as follows:

**I. Joint Tenancy with a Right of Survivorship**

Appellant argues the circuit court erred in ruling a joint tenancy with a right of survivorship between Decedent and Appellant was defeated at the time a purchase agreement to sell a parcel of real property was signed. We agree.

*4 of the 5 Heirs will make their Pleas to the Appeals Judges to Reverse their Decision on the Joint Tenancy with a Right of Survivorship Back to the Order stated by Judge Scott, Jr., Probate Court Judge and Thomas A. Russo, Circuit Court Judge. Enclosed is evidence that Proves T.G. Moore (Alzheimer's)*

page 3

never seen or knew that a agreement to Buy and Sell Real Estate - 334 Cypress Ave, Garden City 29516 ever existed. The fact is if T.G. Moore seen this agreement he would Not understand a word in this agreement in his condition becoming worst mentally. Dennis Moore illegally forged the initials T.M and illegally forged Thomas Moore's signature through-out this agreement to Buy and Sell Real Estate. Dennis Moore intentionally kept this agreement from the remaining 4 Heirs until 7 days After T.G. Moore's death.

It is stated in the agreement to Buy and Sell Real Estate;

Page 317

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 one year, or Both.

Is Dennis Moore going to be Punished, Breaking the Law? Dennis Moore should be Prosecuted committing Fraud.

All the remaining 4 Heirs can do now is to submit evidence to Prove T.G. Moore having (Alzheimer's) never knew about a agreement to Buy and Sell Real Estate that he owned. By Law Dennis Moore should be Prosecuted.

Please reverse your Decision Back to Judge Scott's Order and the Decision of Judge Russo on the Joint Tenancy with a Right of Survivorship.

Sincerely,

The remaining 4 Heirs  
of our Parents

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 Court Transcript (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

Enclosed - All the Heirs realized how bad T.G. Moore had Alzheimer's when they retrieved this Check Enclosed from his Bank Statement.

T.G. Moore wrote this check Himself - 10-6-12.

Pay to the Tammie Jackson  
Order of

We were devastated that the Bank let this check go through

instead of signing by name  
T.G. Moore signed Tammie Jackson  
Tammie Jackson

CERTIFICATION OF VITAL RECORD

DEATH CERTIFICATION

STATE FILE NUMBER: 139-13-042236

DECEDENT'S NAME: \*THOMAS GADDY MOORE\*

AKA's: NA

ARMED FORCES: NO

DATE OF BIRTH: MARCH 15, 1929

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

PLACE OF BIRTH: SOUTH CAROLINA

SEX: MALE

SOCIAL SECURITY NUMBER: [REDACTED]

AGE: 84 YEARS

COUNTY OF DEATH: FLORENCE

MARITAL STATUS: WIDOWED (AND NOT REMARRIED)

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

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

EMBALMER'S NAME: TIMOTHY R SPRENGER

ACTUAL OR PRESUMED DATE OF DEATH: DECEMBER 20, 2013

ACTUAL OR PRESUMED TIME OF DEATH: 1911

CAUSE OF DEATH - PART I: CONGESTIVE HEART FAILURE

AORTIC VALVE STENOSIS

ACUTE RENAL FAILURE

ENCEPHALOPATHY

OTHER SIGNIFICANT CON

NA

CORONER CONTACTED?

DATE OF INJURY: NA

PLACE OF INJURY: NA

LOCATION OF INJURY: NA

HOW THE INJURY OCCUR

NA

CERTIFIER NAME AND TIT

CERTIFIER'S ADDRESS: 100 NORTH RAILROAD AVE, LAMAR, SC, 29069

DATE FILED: DECEMBER 30, 2013

DATE OF ISSUANCE: DECEMBER 31, 2013

SPECIAL INSTRUCTIONS:

NA

RELATIONSHIP: GRANDSON

LICENSE NUMBER: 2260

LICENSE NUMBER: 2553

MANNER OF DEATH: NATURAL

ENCEPHALOPATHY

↓ ↓ ↓ ↓

A disease

of the

Brain

RMED? NO

RY: NA

AUTOPSY AVAILABLE? NA

INJURY AT WORK? NA

LICENSE NUMBER: 32486

SC03348652

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.

Revision Date: 07/16/2013



This check Below is when we realized the signs of Alzheimer's disease that was occurring with T.G. Moore. Someone had to be around T.G. Moore 24 hrs. a day. If the Bank let this check go through there's no telling what will happen next.

Bank of America

Dennis Moore forged the initials T.M. and forged Thomas Moore's signature Nov. 23, 2013 throughout the agreement TO Buy and Sell Real Estate

Capture Date: 10/07/2013 Sequence #: 8892638169 Dennis Moore should be Prosecuted.

→ **THOMAS G MOORE** 01-77  
 2125 KRISTENS CHANNEL  
 FLORENCE, SC 29501

7398  
 67-44/539 SF  
 6800

Date 10-6-13

Pay To The Order Of Tammy Jackson \$ 450.00  
~~Four Hundred Dollars & 00/100~~ Dollars

**Bank of America**

ACH R/T 08380443

For Tammy Jackson

⑆053904483⑆ 00074611842107398

Hubbard Clutch

T.G. Moore wrote this check - paid to the order of Tammy Jackson and signed Tammy Jackson. (Product of T.G. Moore's Alzheimer's)

Tammy Jackson  
3055105079

>>253271945<<  
 First Federal  
 Charleston, SC 29406  
 Phone: 843-529-5800  
 Bus Date: 10/07/2013

Branch/Teller 0031/3107  
 10/07/2013 08:52:50

| Electronic Endorsements |              | Bank #    | Endrs Type | TRN | RRC | Bank Name           |
|-------------------------|--------------|-----------|------------|-----|-----|---------------------|
| Date                    | Sequence     |           |            |     |     |                     |
| 10/07/2013              | 126755820    | 253271945 | -1         | Y   |     | SOUTH STATE BANK    |
| 10/07/2013              | 008892638169 | 111012822 | Pay Bank   | N   |     | BANK OF AMERICA, NA |

No Payee Endorsements Found

T.G. Moore had Alzheimer's disease

Since the first day of this Probate, I had asked Ms. Elmore on several occasions to present the evidence that T.G. Moore had Alzheimer's disease. Thomas Moore had mentioned T.G. Moore's condition to Mr. Campbell as well.

I have testified, under oath, that I rotated nights with Dennis Moore for 3 straight years (and was away from my wife) to stay with and help both of our parents. It was difficult for me, as well as Dennis, to care for our mother as she was living through the last stages of Alzheimer's disease. To care for my mother until she passed away took a physical toll on me and I never experienced anything like it. The fact is, though T.G. Moore's condition was not as far advanced as Earline Moore's condition, T.G. was showing signs that his condition was becoming worse.

- I have enclosed the copy where T.G. Moore wrote a check from his account — paid to the order of: Tammy Jackson and he signed Tammy Jackson's name on the signature line of the check. This check went through the bank.

Enclosed — Dennis had testified, on page 44 of his deposition, exactly what happened and the condition T.G. Moore was in before he passed away.

Pro-Se-Phillip F. Moore Jr.  
Alternate Personal Representative

1 Q You need to use a name.

2 A Thomas -- Thomas.

3 Q Okay.

4 A Thomas -- Thomas Moore --

5 Q Okay.

6 A -- said that he had dementia. And it's

7 like I told them -- I told my brother, I said, you  
8 are asking me to say that my father had dementian  
9 (sic). I said, if he had dementian and he was  
10 crazy, I said, wouldn't the doctors had -- had  
11 give him medication for that? And why they were  
12 asking me to say that, I don't know. I mean, I'll  
13 be honest with you, I -- I don't know why they  
14 would have -- asking me to say that my father --  
15 which, you know, that he had dementian. I don't  
16 know why they were asking me that.

17 Q What is your understanding of what

18 dementia means? *Dennis Moore testifies under oath*  
*T.G. Moore had dementia. Look at the check Enclosed*

19 A It's when people that don't know how to  
20 write their bills, checks, and stuff like that. 10-6-12

21 Q Okay. And your testimony is your  
22 father never reached a point where he didn't have  
23 the ability mentally and physically to do that?

24 A That's right.

25 Q Okay. So let's make sure I understand.

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 shall 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's  
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 (SOLD)  
334 Cypress Avenue without his knowledge or Consent.

page 11

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

TYPE OF PLACE OF DEATH: HOSPITAL- INPATIENT

COUNTY OF DEATH: FLORENCE

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

OTHER SIGNIFICANT CO

NA

ENCEPHALOPATHY  
↓ ↓ ↓ ↓ ↓  
A Disease  
of the  
Brain.

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 OCCU

NA

CERTIFIER NAME AND TITLE: MD TRAESA 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.



David & Gwen Bryant

8436629722

Page 12

T.G. Moore NEVER seen or knew about this Agreement - (declaimers)

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 H. Kaula Janizza, (hereinafter called "BUYER"), and Seller(s), Thomas G Moore (hereinafter called "SELLER"). The property shall be deeded in the name(s) of: Vincent H. Kaula Janizza

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 # 195100 4037 City Garden City Zip 29576  
County of Norcy 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 November 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 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  
foraged → 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 proration 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. Prorations 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.

OCF BUYER  BUYER  SELLER  SELLER HAVE READ THIS PAGE  
Forged \_\_\_\_\_ Tim \_\_\_\_\_  
Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com



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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FORM 310 PAGE 4 of 6

Forged

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.

UCF BUYER KW BUYER DM SELLER  SELLER HAVE READ THIS PAGE

FORM 310 PAGE 5 of 6

DM  
JM  
signed

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: Vicki C. Fanning

Date 11-23-13 Time 11:33 AM

WITNESS: Gwen C Bryant

Date Nov 23 2013 Time 11:33 AM

BUYER: Karla S. Lavigna

Date Nov 23 2013 Time 11:33 AM

WITNESS: Gwen C Bryant

Date Nov 23 2013 Time 11:33 AM

SELLER: Dennis Moore P.O.A.

Date Nov 23 2013 Time 11:33 AM

WITNESS: Gwen C Bryant

Date Nov 23 2013 Time 11:33 AM

SELLER: Thomas Moore ← forced ←

Date \_\_\_\_\_ Time \_\_\_\_\_

WITNESS: Gwen C Bryant

Date \_\_\_\_\_ Time \_\_\_\_\_

LISTING AGENT AND COMPANY \_\_\_\_\_

SELLING AGENT AND COMPANY Gwen C Bryant Bryant Auction 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 1851004037

page 18

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**

page 19

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: 11/27/17

File # 13-1255

page 20

**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



page 22

*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: 11/27/18

**III. Separate Envelope**

Appellant argues the circuit court erred in ruling a separate envelope containing a document with instructions devising the Church Property to Thomas should be integrated into Decedent's Will. We decline to consider this issue.

Appellant argues the circuit court erred in affirming the probate court, and the typed document should not have been integrated into the Will because the document was not signed, witnessed, dated, or notarized, and it was in a separate envelope not attached to the Will. The Appellant has not included a copy of the Will or the separate document in the record on appeal.

Will the remaining 4 Heirs be punished by the appellants mistake not including a copy of the Will and the separate document (Letter). 4 of the 5 Heirs are totally upset and devastated that any Judge in our Court system would allow this illegal, undated, not notarized, without a signature (Letter) including without our Parents signature to be admitted through our Court system. Is the Law changed in the State of South Carolina? If the Courts admitted this Letter (Enclosed) that was typed by Heir Thomas P. Moore and submitted by his attorney Pierce Campbell, to illegally take someone's property, then everyone should have a right to type a letter like the (Letter Enclosed) without a signature taking property from anyone. Legally, Judge Scott should have NEVER allowed this letter (Enclosed) to be attached to our Parents Will. Due to what has transpired with this illegal, undated, not notarized, Un-signed letter to be attached to a Will through our Court system, we have come to a conclusion. Why waste your time leaving a Will when your wishes stated in the Will are Not granted. 4 of the 5 Heirs will ask the Appeals Judges to please consider this issue and review the documents and Evidence (Enclosed).

Someone should be Prosecuted.

Page 24

NO Date

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 TESTAMNT 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 and 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 or sold.

Not Notarized

NO Signature

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

# Last Will and Testament

OF

THOMAS G. MOORE

FILED  
FLORENCE, S.C. 29502

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/initials*

*Handwritten initials*

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

**EXHIBIT**

18

006786

...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:

*Handwritten initials/signature*

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.

*Handwritten initials/signature*

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

000787

... share or 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.

*[Handwritten signature]*  
3

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.

*[Handwritten initials]*  
S3

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

88/00

...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 and "Page 4" written vertically.

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

27 day of September, 1999.

Handwritten initials "JR" and "SA".

Handwritten signature of Thomas G. Moore, Testator.

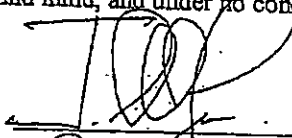
I, Thomas G. Moore, the Testator, sign my name to this instrument this 27 day of September, 1999, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly, that I execute it as my free 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, Testator.

Vertical stamp or marking on the left margin.

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.

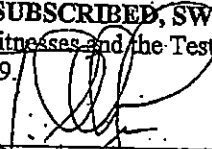
page 29

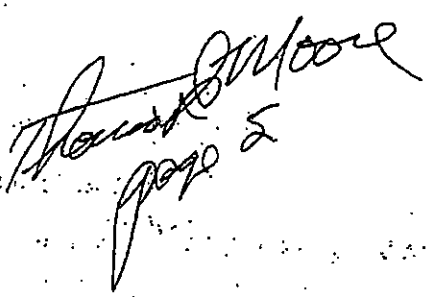
  
\_\_\_\_\_  
Susie Floyd

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

  
page 2

000790

This is a Legal Document. page 30  
Signed, Pated, witness, notarized. No. 109 - TITLE TO REAL ESTATE BY A CORPORATION

The State of South Carolina,

Purchased Richland County (Church Property)

We will admit these documents are Legal in the State of South Carolina - Pated, signed, witnessed and Notarized.  
If our Parents wishes was to give their interest to Thomas P. Moore in this Property, There's No Doubt it would have been stated in their Will.  
*KNOW ALL MEN BY THESE PRESENTS. That*

THE CITIZENS AND SOUTHERN NATIONAL BANK OF S.C.

in the State aforesaid, for and in consideration of the sum of  
TEN THOUSAND AND no/100 (\$10,000.00) Dollars  
to it in hand paid at and before the sealing of these presents, by LESTER P. MOORE and THOMAS G. MOORE  
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

LESTER P. MOORE and THOMAS G. MOORE, their heirs and assigns

All that certain piece, parcel or lot of land containing 4.0 acres situate, lying and being on the western side of Road S 40-86 in the Horrell Hill section of Richland County, S.C. and being shown and delineated on a plat prepared for Lester P. Moore and Thomas G. Moore by William Wingfield dated May 4, 1978 and recorded in Plat Book X at page \_\_\_\_\_ in the RMC Office for Richland County, S.C. and being described as beginning at an iron in the western boundary of the right of way of Road S 40-86 where this property adjoins the property of Glade thence S 65-36W 1027 feet to an iron thence N 18-57W 170.4 feet to an iron thence N 65-37E 1030.6 feet to an iron in said right of way; thence S 17-44E 170.4 feet along said right of way to the point of beginning.

This being a portion of the property conveyed to grantor by deed of Owens T. Cobb, Jr., Master in Equity for Richland County, dated June 16, 1975 and recorded in Book D 351 at Page 321 in the RMC Office for Richland County, S.C.

The Address of the Grantee is:

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 said premises before mentioned unto the said

LESTER P. MOORE and THOMAS G. MOORE, their → Heirs and Assigns forever.

And the said C & S National Bank of S.C. does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said Lester P. Moore and Thomas G. Moore, / their Heirs and Assigns, against itself and its successors and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF The Citizens and Southern National Bank of S.C. has caused  
(Insert name of Corporation)

these presents to be executed in its name by Thomas D. Temple, III its Vice  
(Insert name of President or Vice-President)

President, and by (Insert name of Secretary or Treasurer) its

and its corporate seal to be hereto affixed this day of May  
in the year of our Lord, one thousand nine hundred and seventy-eight, and in the one  
hundred and year of the Sovereignty and Independence of the United  
States of America.

Signed, Sealed and Delivered  
in Presence of

THE CITIZENS AND SOUTHERN NATIONAL BANK OF S.C.

*[Handwritten Signature]*  
Witness  
*[Handwritten Signature]*  
Witness

(Seal)  
By *[Handwritten Signature]*  
Thomas D. Temple, III Vice President.  
Secretary or Treasurer.

The State of South Carolina,

COUNTY OF RICHLAND

PERSONALLY appeared before me

Philip C. Chappell  
(Insert name of Witness)

who, in oath, says that he saw the within-named

The Citizens and Southern National Bank of S.C.  
(Insert name of Corporation)

by Thomas D. Temple, III  
(Insert name of President or Vice-President)

its Vice-

President and

its  
(Insert name of Secretary or Treasurer)

sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the

same, and that he with

Lois W. Stanton  
(Insert name of other Witness)

witnessed the

execution thereof.

*Philip C. Chappell*  
*Lois W. Stanton*  
(Witness)

SWORN to before me, this 18 day of May

, A. D. 19 78

*Lois W. Stanton* (Seal)  
Notary Public, S. C.

My Commission Expires: 12-9-87

N. S. 14  
170.41

page 33

61009

1027.0  
S 65-37.0

4.0 Acres

1030.6  
N 65-37.6

FROM WASHINGTON ROAD

WILLIAM WINDING  
REG. SURVEYOR

Richland County

LESTER P. MOORE & THOMAS G. A. SCRE

The Subdivision Plat shown hereon has  
been found to be exempt from the Rich-  
land County Subdivision Regulations.

5-15-1978

Brona C. Alexander  
Name, Title Staff Asst.

CCRD 17100  
MAY 4 1978

Our Parents Will was submitted and filed Feb. 2014 to the Court, opening the Probate in Florence, S.C. • The (Personal Representative) Michael Dennis Moore retained a attorney (Himself) to be represented in the Probate The (Alternate Personal Representative) Phillip F. Moore retained a attorney to represent the Remaining Heirs • Phillip F. Moore, Thomas P. Moore, Francine Lawton and Linda Moore The 4 Heirs were satisfied with the attorney Phillip Moore retained (Kathy Elmore) as the Lead Attorney when the Probate Opened.

Seven months into the Probate the Heirs were Totally Shocked and did NOT understand Why Thomas P. Moore retained his Own Personal Attorney (Pierce Campbell) Aug. 1, 2014 → Agreement Enclosed.

It wasn't until the 1st Hearing we had Dec. 22, 2015 when we knew what Thomas P. Moore's intentions were to have his attorney Pierce Campbell to submit a Illegal, Undated, not notarized, Unsigned Letter without our parents signature the Day of our 1st Hearing Dec. 22, 2015. The ONLY Reason Thomas P. Moore retained Pierce Campbell was to receive ALL the Interest of our Parents in the Richland County (Church Property) refusing to put it in the Probate Estate for ALL Five Heirs. Please refer to our Parents Will = Equal to ALL 5 children.

**C. Pierce Campbell**

REPLY TO: Florence Office

E-Mail: [PCampbell@TurnerPadget.com](mailto:PCampbell@TurnerPadget.com)  
Writer's Direct Dial: (843) 656-4429  
Direct Fax: (843) 413-5837

↓ ↓ ↓ ↓  
August 1, 2014

Mr. Thomas P. Moore  
226 White Palm Court  
Florence, SC 29506

Re: Estate of Thomas G. Moore

Dear Mr. Moore:

Thank you for selecting us to provide you with legal services. We welcome you and confirm your engagement of Turner Padget Graham & Laney in accordance with the terms of this letter. We are grateful for the opportunity to serve you and shall strive to provide you with effective and efficient legal services. Ultimately, your satisfaction with our services is the key to a successful professional relationship. This should begin with a mutual understanding of expectations regarding services to be performed and requires full and candid communications between us. Please let us know if you have any questions regarding any aspect of the matters the firm is handling for you.

The Probate opened Feb. 2014. Everything was going fine with Kathy Elmore as our Lead Attorney. We were totally shocked when Thomas P. Moore retained his own personal attorney 7 months after the Probate opened. (See above)

We never knew why Thomas P. Moore retained his own Personal Attorney until Dec. 22, 2015 when we were ambushed by this illegal, undated, not notarized, no signature letter the Day of the Hearing submitted by Pierce Campbell Dec. 22, 2015.

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 his 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 Decd 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

- S. Porter Stewart, II, Esquire

October 10, 2014 ← Before the Dec. 22, 2015 Hearing

Page 2

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 (handwritten signature)

CPC:kte

cc: Mr. Thomas P. Moore

\* Why did Pierce Campbell change his mind stated in the letter above Oct. 10, 2014?

"Church Property in Richland County → Five Children Equally"

\* Then the Day of the Hearing Dec. 22, 2015, Pierce Campbell submitted the illegal, undated, not notarized and unsigned Letter to the Court on behalf of his client - Mr. Thomas P. Moore to receive ALL the interest in the Richland County (Church Property) for himself and his family. By law in the State of S.C. our Parents 1/2 interest in the \$350,000.00 Richland County (Church Property) belongs in the Probate Estate.

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.

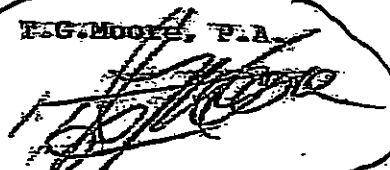
Examine and Compare with the Letter  
Pierce Campbell and Thomas P. Moore submitted to  
the Court Dec. 22, 2015 Hearing. Totally Different.

**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 M. 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 Pierce 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

↓ ↓  
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.  
*[Signature]*

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's NO Doubt in our mind Thomas P. Moore typed this letter Himself or Someone else typed the Letter for him to fake. 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 change what he stated in the Letter Oct. 10, 2014 (Enclosed)?

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.

Pierce Campbell ambushed the remaining Heirs with this illegal letter the Day of the Dec. 22, 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 Safe Later in the Hearing it was Proven it was Not near the Will.

1. Page 65 – Dennis Moore testified under oath way before the church issue on page 155 in the transcript was even mentioned by Thomas Moore and his lawyer.

page 43

Dennis Testified Earlier

- a. His daughter found the Will
- b. It wasn't in the safe when Thomas P. Moore lied under oath that the letter about the church was with the Will in the safe.
- c. There was no letter with the Will.

*Please read the testimony given by Dennis Moore under OATH in the Dec. 27, 2015 Hearing → Page 65*

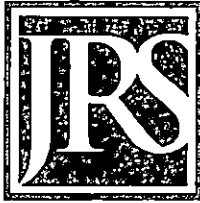
*Pierce Campbell and Thomas Moore made False Accusation and False statements to Judge Scott through-out the Hearing! The Letter was with the Will inside the safe. Please Read Transcript.*

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.



*page 45*  
LAW OFFICE OF  
**JAMES R. SNELL, JR.**  
LLC

*2-21-22*

February 11, 2022

↓ ↓  
SC Court of Appeals ← *received Feb. 14, 2022*  
PO Box 11629  
Columbia, South Carolina 29211

**Re: In the Matter of the Estate of: Thomas G. Moore (Michael D. Moore) vs.  
Thomas P. Moore, Francine L. Lawhon, Linda K. Moore, & Phillip F.  
Moore  
Case No.: 2018-001144**

Dear Sir or Madam,

Please find enclosed The Motion of Phillip Moore to Relieve Counsel signed by the Respondent, Phillip Moore for filing. Also enclosed is a check in the amount of \$50.00 for the filing fee for the Motion to Relieve Counsel in the above-referenced case. We appreciate your assistance with this matter. Should you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

  
James Snell

Enclosure

cc: Phillip Moore  
1504 Damon Drive  
Florence, SC 29505

page 4b

**COPY**

2-21-22

THE STATE OF SOUTH CAROLINA  
IN THE 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.

2-4-22

Phillip F. Moore Jr. Sign here  
Phillip Frederick Moore

page 47

2-21-22

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM FLORENCE COUNTY  
J. Munford Scott, Jr., Probate Court Judge  
Thomas A. Russo, Circuit Court Judge

**RECEIVED**

FEB 23 2022

SC Court of Appeals

Appellate Case No: 2018-001144  
Opinion No.: 5887

Submitted November 1, 2021-Filed January 5, 2022

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

Michael Dennis Moore ..... Appellant,

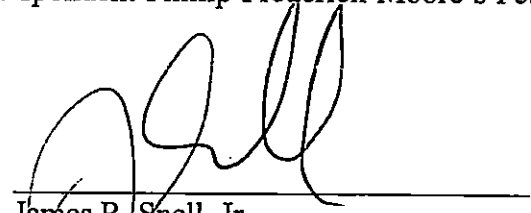
v.

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

**RULE 240 CERTIFICATION**

The undersigned hereby certifies that the Respondent Phillip Frederick Moore's Petition  
for Rehearing complies with Rule 240, SCACR.

Released →



James R. Snell, Jr.  
Law Office of James R Snell, Jr., LLC  
123 Harmon Street  
Lexington, SC 29072  
(803) 359-3301

January 18, 2022  
Lexington, SC 29072

Attorney for Respondent, Phillip F. Moore

2-21-22

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM FLORENCE COUNTY  
J. Munford Scott, Jr., Probate Court Judge  
Thomas A. Russo, Circuit Court Judge

**RECEIVED**

FEB 23 2022

SC Court of Appeals

Appellate Case No: 2018-001144  
Opinion No.: 5887  
Submitted November 1, 2021-Filed January 5, 2022

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.

RULE 240 CERTIFICATION

The undersigned hereby certifies that the Respondent Phillip Frederick Moore's Petition for Rehearing complies with Rule 240, SCACR.

Phillip F. Moore Sr  
Pro-Se - Phillip Frederick Moore  
1504 Damon Drive  
Florence, S.C. 29505  
843-601-3347

Feb. 21, 2022  
Florence, S.C. 29505

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM FLORENCE COUNTY  
Court of Common Pleas

The Honorable 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.

PROOF OF SERVICE

The undersigned certifies that he has served a copy of the Respondent, Phillip Frederick Moore's Petition for Rehearing in this case on the following parties, via U.S. Mail, postage prepaid, addressed to the following:

Michael Dennis Moore  
2129 Kristens Channel  
Florence, S.C. 29501

Francine L. Lawton  
2005 Third Loop Road  
Florence, S.C. 29501

C. Pierre Campbell  
Turner Padgett  
P.O. Box 5478  
Florence, S.C. 29502  
attorney for Respondent Thomas P. Moore

Decedent  
Linda K. Moore  
1454 Golf Terrace Blvd.  
Florence, S.C. 29502

Respondent's Signature

Pro-Se - Phillip F. Moore Jr.  
Alternate Personal Representative

2-21-22

# The South Carolina Court of Appeals

RECEIVED

FEB 23 2022

SC Court of Appeals

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

Michael Dennis Moore, Appellant,

v.

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

Appellate Case No. 2018-001144

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

Three of the Five Heirs upset and disappointed being denied to be involved in this appeal. Due to the fact concerning the separate envelope and the illegal, undated, letter to be attached to our Parents will. Pierce Campbell submitted motions to dismiss ALL of the briefs, of James Snell, Phillip F Moore, Pro Se Heir Francine L. Lawton and Pro Se Heir Linda K. Moore (Deceased). Enclosed in ALL these briefs were a copy of the illegal, undated, letter. Also, the true facts and evidence were disclosed in these briefs concerning the letter and the Richland County (Church Property) issue, Pierce Campbell did Not want the Appeals Judges to see the evidence and this illegal, undated, unsigned letter. Pierce Campbell referred to his law books to make these motions to strike these briefs and did in fact succeed to dismiss ALL the briefs. I am now Pro Se - Self Represented and submitted a Petition for Rehearing. I have submitted documents Enclosed (NO NEW Evidence) to be reviewed by the Appeals Judges.

We will wait and see what Pierce Campbell submits to STOP the Appeals Judges from reconsidering their decision on these documents (Enclosed).

Personal Representative Heir Michael Dennis Moore and Pierce Campbell's client - Heir Thomas P. Moore has lied and tried to be a thief through-out this Probate trying to take parts of our Parents Estate. Every letter and Brief Michael Dennis Moore submitted to the S.C. Court of Appeals stated nothing but lies, that's the reason he doesn't have David Purant as his attorney, David Purant would

not submit these lies and false evidences. Dennis Moore submitted documents 1-15-22 to the S.C. Court of Appeals claiming his brother Phillip Moore has blacked out checks. I can show proof with the original checks with the same check numbers I submitted in Probate Court Florence, S.C. that are NOT blacked out. And ALL the original checks I submitted in Probate Court stated on the Bottom MEMO: Loan to Moores Care LLC - Michael Dennis Moore's company registered in the State of South Carolina. None of these checks are blacked out. Michael Dennis Moore blacked out the checks he submitted to the South Carolina Court of Appeals (Himself) 1-15-22. What is he trying to prove when I have the original checks.

We will ask the Appeals Judges to please review the documents Enclosed and reverse their decision on the - Joint Tenancy with a right of Survivorship. Enclosed I have submitted Proff T.G Moore NEVER seen or knew about the agreement to Buy and Sell Real Estate. Michael Dennis Moore forged this contract and kept it to (Himself) until T.G. Moore Passed Away.

also, we would ask the Appeals Judges to please consider the issue Separate Envelope reviewing the Evidence and the Copy of the Illegal, Undated, not notarized, unsigned Letter to be attached to our Parents Will.

What Personal Representatives Heir - Michael Dennis Moore and Heir Thomas P. Moore did in this Probate is illegal and Both should be Prosecuted.

Sincerely,  
Pro Se - Phillip F. Moore Jr.  
Attorney Personal Reps

Phillip Frederick Moore - Pro Se Her  
Alternate Personal Representative  
1504 Paman Drive  
Florence, S.C. 29505

**RECEIVED**

FEB 23 2022

SC Court of Appeals

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