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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
The Honorable L. Casey Manning

Circuit Court Case No. 2015-CP-40-07268
Appellate Case No. 2021-00898

Jimmy Helms Respondent,

v.

Debbie Willing.....Appellant.

RECORD ON APPEAL

VOLUME II

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Attorneys for Respondent

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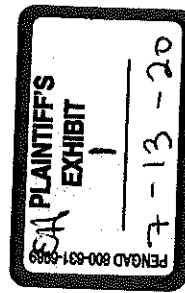
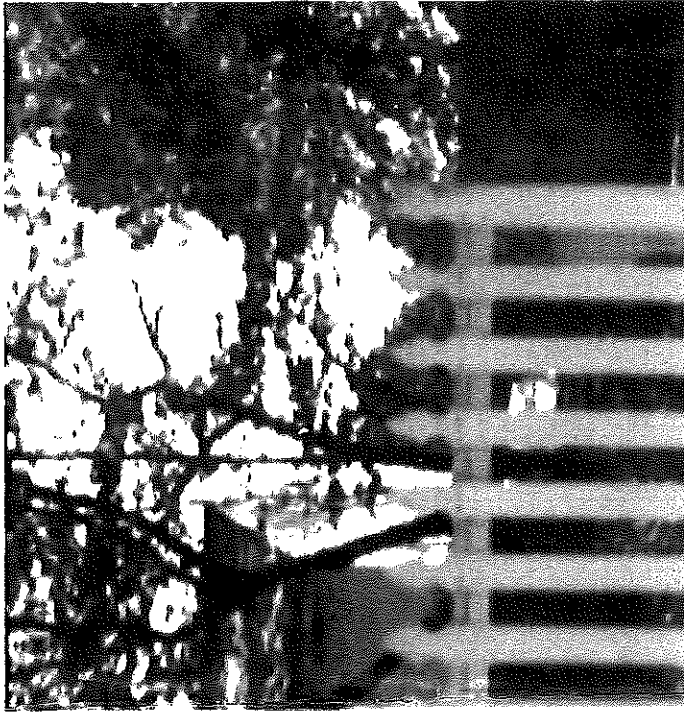
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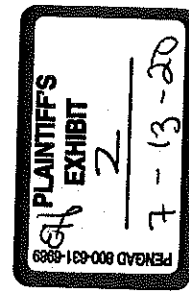
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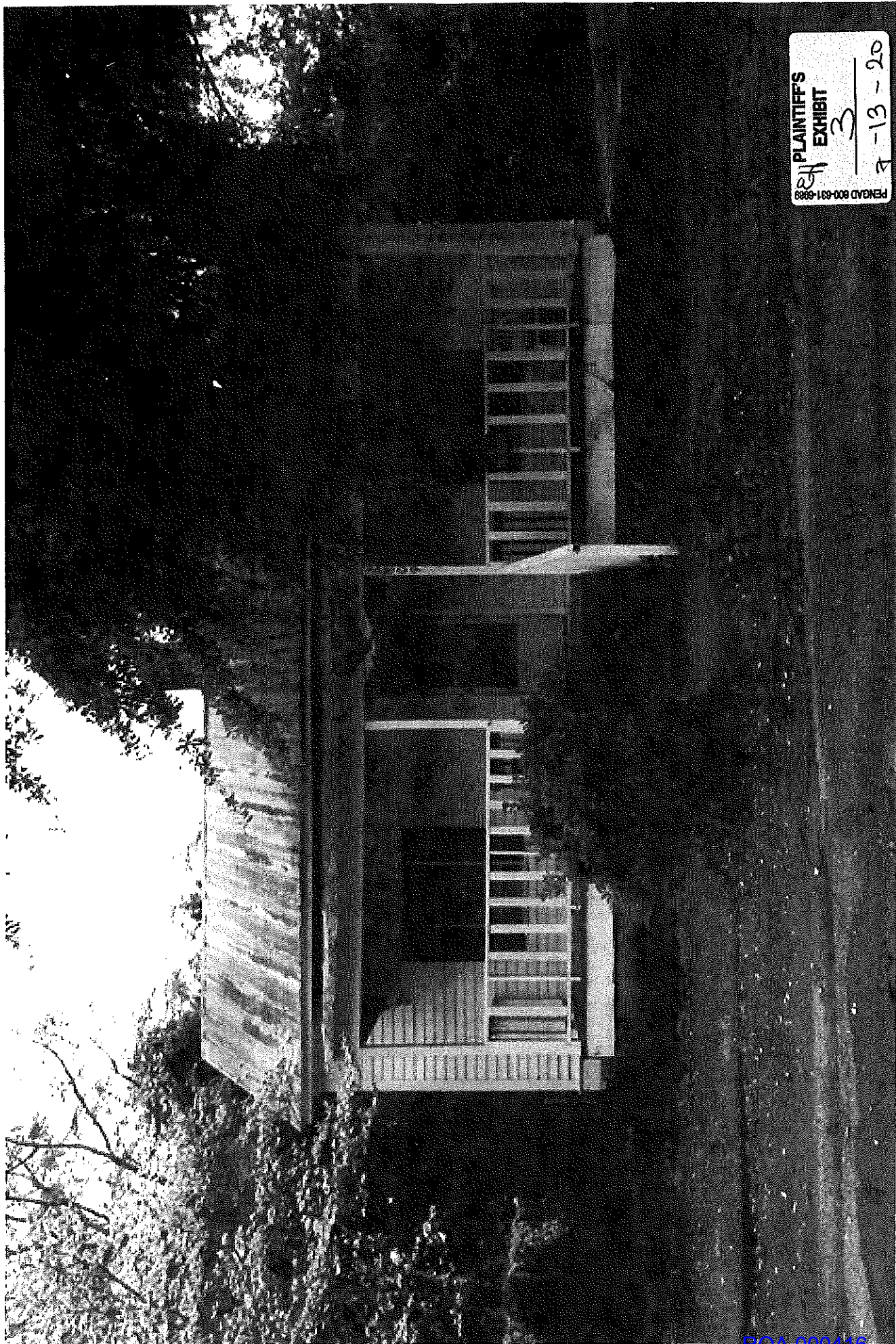
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PLAINTIFFS
EXHIBIT
3
4-13-20
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PENGAD 800-631-8889
PLAINTIFF'S
EXHIBIT
4
7-13-20



ROA 000417

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Account At A Glance

\$619.35



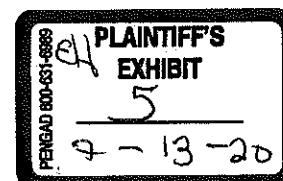
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\$637.80



As of 05/31/16

Net Change: \$18.45



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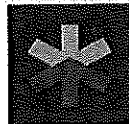
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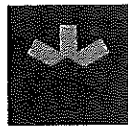
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DIVCPN% Yield. Annual dividend or bond's yield.

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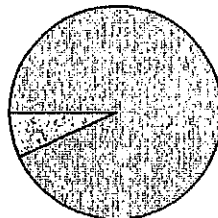
Last Statement Date: March 31, 2016

Beginning Account Value (On 03/31/16): \$ 619.35
Ending Account Value (On 05/31/16): \$ 637.80
Net Change: \$ 18.45

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ASSET ALLOCATION (AS OF 05/31/16)

6.86% - Cash & Equivalents

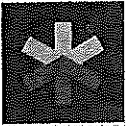


93.14% - Stocks, Options & ETF (Long)

ACCOUNT VALUE SUMMARY

	AS OF 05/31/16	AS OF 03/31/16	% CHANGE
Cash & Equivalents	\$ 43.75	\$ 43.75	0.00%
Total Cash/Margin Debt	\$ 43.75	\$ 43.75	0.00%
Stocks, Options & ETF (Long)	\$ 594.05	\$ 575.60	3.21%
Total Value of Securities	\$ 594.05	\$ 575.60	3.21%
Net Account Value	\$ 637.80	\$ 619.35	2.98%

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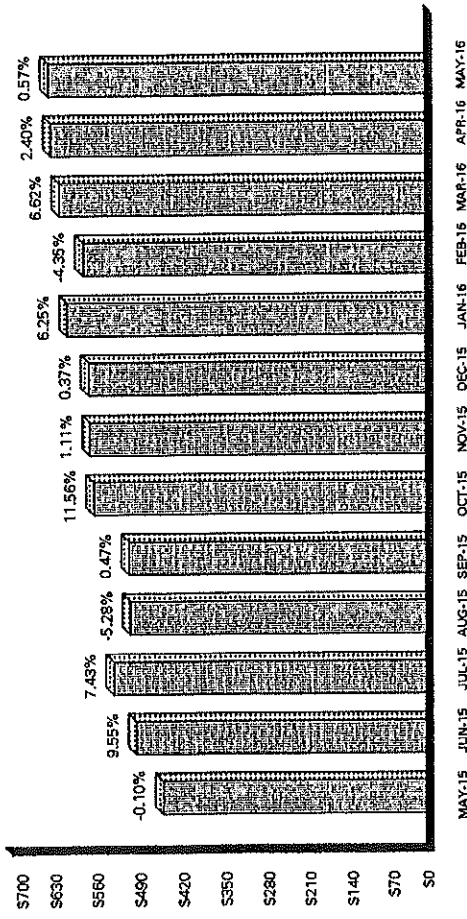


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Statement Period : April 1, 2016 - May 31, 2016

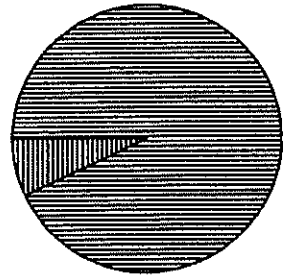
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NET ACCOUNT VALUE BY MONTH END



TOP 10 ACCOUNT HOLDINGS (AS OF 05/31/16)

6.86% - CASH EQUIV



93.14% - FB

ACCOUNT TRANSACTION SUMMARY

DESCRIPTION	THIS PERIOD	YEAR TO DATE

July 1, 2015 - September 30, 2015

Account Number: XXXX-7434

Account Type: JOINT

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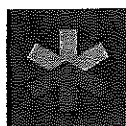
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As of 06/30/15

\$504.90

As of 09/30/15

Net Change:**\$11.03**

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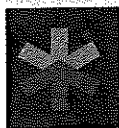
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We are required by law to report annually to you and to the Internal Revenue Service on Form 1099 any taxable interest, dividends, and capital gains credited to your account, as well as any taxes withheld. The year-to-date figures shown on your statement reflect these amounts classified to the best of our current knowledge. However, some payments are subject to reclassification, which will be reflected on subsequent statements if we are advised of them prior to the end of the calendar year.

SIPC and other insurance coverage. Each of ETC and ETS is a member of the Securities Investor Protection Corporation ("SIPC"). SIPC currently protects the assets in each of your securities accounts at ETC and ETS up to \$500,000 (including \$250,000 for claims for cash). Visit www.sipc.org or call (202) 371-8300 for more information including a brochure on SIPC protection. (Please note that money market mutual fund balances are not considered cash; they are considered to be securities.) Additional protection for ETC has been secured through an independent insurer. More information about which can be found at <https://us.etrade.com/customer-service/etcc>. The market risks associated with investing and any losses resulting therefrom are not covered by SIPC or the additional protection.

Trading in non-U.S. Markets. Investing outside the United States involves additional risks related to currency fluctuations, economic and political differences and differences in accounting standards. In order to trade in non

U.S. markets, you first must either: (1) convert U.S. dollars held in your account to the applicable currency of the non-U.S. market in which you wish to trade; or (2) transfer into your account the applicable non-U.S. currency. Currency exchanges are effected by affiliates of ETC on a principal basis, and may include a mark-up or mark-down, as appropriate. You should be aware that more favorable exchange rates may be available through third parties not affiliated with ETC. These currency transactions are not regulated or overseen by the SEC or the Commodities Futures Trading Commission, or any of the securities or commodities self-regulatory organizations. Orders executed on a non-U.S. exchange will be effected by one or more executing brokers and may be subject to additional fees.

Payment for Order Flow. The SEC (as well as FINRA) requires that all broker-dealers inform their customers when a new account is opened, and on an annual basis thereafter, of payment for order flow practices (compensation received for placing orders through specialists on national securities exchanges, over-the-counter market makers, alternative trading systems, and ECNs (collectively, "market centers"). Consistent with the overriding principle of best execution, ETS routes orders to various market centers. ETS or ETC receives remuneration (generally in the form of per share cash payments or through profit sharing arrangements) for routing orders in securities to particular market centers for execution. Such remuneration is considered compensation to ETS or ETC, and the source and amount of any compensation received in connection with your transaction will be disclosed to you upon written request. ETS, absent instructions from you to the contrary, takes a number of factors into consideration in determining where to route customers' orders, including the speed of execution price improvement opportunities (executions at prices superior to the then prevailing inside market), automatic execution guarantees, the availability of efficient and reliable order handling systems, the level of service provided, the cost of executing orders, whether it will receive cash or non-cash payments for routing order flow and reciprocal business arrangements.

Margin Accounts. The amount of margin required will be the greater of the amount required by applicable laws, regulations, the rules of applicable self-regulatory organizations and clearinghouses or the amount required by ETC in its sole discretion. You will be charged interest on a daily basis on all debit balances that you owe to ETC and on credit extended to you by ETC for the purpose of purchasing, carrying, or trading in securities or otherwise. Interest is calculated on a 360-day basis using settlement date

balances. The applicable interest rate for margin loans is a fixed percentage above ETC's Base Rate, which is set at our discretion with reference to commercially recognized interest rates. The margin interest rate will change without prior notice as the Base Rate changes. Information about ETC's Base Rate is available upon written request to ETC. For more information on how ETC calculates interest, please see the E*TRADE Securities Brokerage Customer Agreement. If you have a margin account, this statement is a combined statement for both your margin account and special memorandum account. The permanent record of the separate account as required by Regulation T of the Federal Reserve Board is available for your inspection.

Free Credit Balances. Any cash balances in your securities account, which represent an obligation of ETC payable to you upon demand ("free credit balances"), 1) can be maintained in the securities account and will earn a rate through the "Cash Balance Program" as more fully described at: <https://us.etrade.com/investor/pricing?id=1907000200&rate=5>, and 2) are held unsegregated and may be used by ETC in the conduct of its business, subject to the limitations of Rule 15c3-3 under the Securities Exchange Act of 1934.

Sweep Programs. You may have the option to have free credit balances in your securities account automatically transferred to either 1) a money market mutual fund product insured by SIPC as described above, or 2) an account at a bank (or banks, collectively, "Program Banks") whose deposits are insured by the FDIC (collectively with the money market mutual fund products, "Sweep Program") but which are not obligations of ETC. For detailed information of the general terms and conditions of the products available through the Sweep Program go to www.etrade.com/sweepoptions. The products available under the Sweep Program may change at any time. Additionally, you may at any time change your selection among the products available in the Sweep Program, or you may elect, subject to any limitation set forth in any Sweep Program agreement or, with respect to an account at a bank, under federal banking laws (which includes, without limitation, program banks' potential requirement of seven days' notice before permitting a withdrawal or transfer of funds from such account) that the balance in the bank deposit account be returned, or shares of the money market mutual fund in which you have a beneficial interest be liquidated and the proceeds returned, as applicable, to the securities account or remitted to you. With respect to any such free credit balance in your securities account that you opt to have automatically transferred to an account at a bank, please remember you are responsible for monitoring the cash balance of your bank sweep accounts deposited with the Program Banks to determine whether you have total deposit balances held in the same capacity at any Program Bank in excess of the \$250,000 FDIC deposit insurance limit.

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Definitions

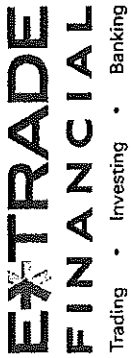
Activity/Trade Date. Trade date or transaction date of other entries.

Total Portfolio Percent. Percentage of your holding by issue of security.

DIV/CPN% Yield. Annual dividend or bond % yield.

Open Orders. Buy or sell orders for securities that have not yet been executed or canceled.

Symbol/CUSIP. The symbol or identification number for each security.



Trading • Investing • Banking

Account Type: JOINT

CASH & CASH EQUIVALENTS (10.07% of Holdings)

Under the Extended Insurance Sweep Deposit Account (ESDA) Program, cash balances from your brokerage account into the ESDA Program may shift from one program bank to another on a daily basis and a different combination or subset of the Program Banks may be used from day to day with dynamic deposit limits. Your ESDA Program cash balances will be FDIC-insured up to an aggregate of at least \$1,250,000. Uninvested cash balances in the ESDA program are not covered by SIPC. The balance in your bank deposit sweep account may be withdrawn on your order and proceeds returned to your securities account or remitted to you. To see a list of Program Banks please visit www.etrade.com/esdaagreement or call us at 1-800-ETRADE-1 (1-800-387-2331).

STOCKS, OPTIONS & EXCHANGE-TRADED FUNDS (89.93% of Holdings)

TRANSACTION HISTORY

WITHDRAWALS & DEPOSITS

E*TRADE Securities LLC • PO Box 484, Jersey City, NJ 07303-0484 • www.etrade.com • 1-800-ETRADE-1 (1-800-387-2331) • Member FINRA/SIPC



Account Number: XXXX-7434

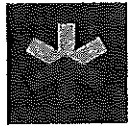
Statement Period : April 1, 2015 - June 30, 2015

Account Type: JOINT

EXTENDED INSURANCE SWEEP DEPOSIT ACCOUNT (ESDA) ACTIVITY (0.0100% APY/0.0100%APY Earned as of 06/30/15)

Under the Extended Insurance Sweep Deposit Account (ESDA) Program, cash balances from your brokerage account into the ESDA Program may shift from one program bank to another on a daily basis and a different combination or subset of the Program Banks may be used from day to day with dynamic deposit limits. Your ESDA Program cash balances will be FDIC-insured up to an aggregate of at least \$1,250,000. Uninvested cash balances in the ESDA program are not covered by SIPC. The balance in your bank deposit sweep account may be withdrawn on your order and proceeds returned to your securities account or remitted to you. To see a list of Program Banks please visit www.etrade.com/esdaagreement or call us at 1-800-ETRADE-1 (1-800-387-2331).

DATE	TRANSACTION TYPE	DESCRIPTION	TRANSACTION AMOUNT
04/01/15		OPENING BALANCE	\$51.75
04/10/15	Withdrawal	EXTND INS SWEEP ACCT(FDIC-INS)	-2.00
06/30/15		CLOSING BALANCE	\$49.75



Account Number: XXXX-7434

Statement Period : April 1, 2016 - May 31, 2016

Account Type: JOINT

ACCOUNT HOLDINGS

CASH & CASH EQUIVALENTS (6.86% of Holdings)

DESCRIPTION	PORTFOLIO %	AMOUNT
Extended Insurance Sweep Deposit Account		
Opening Balance		43.75
Closing Balance		43.75
Average Balance	6.86	43.75
Extended Insurance Sweep Deposit Account Balance by Bank as of May 31, 2016		
ETRADE BANK		43.75

Under the Extended Insurance Sweep Deposit Account (ESDA) Program, cash balances from your brokerage account into the ESDA Program may shift from one program bank to another on a daily basis and a different combination or subset of the Program Banks may be used from day to day with dynamic deposit limits. Your ESDA Program cash balances will be FDIC-insured up to an aggregate of at least \$1,250,000. Uninvested cash balances in the ESDA program are not covered by SIPC. The balance in your bank deposit sweep account may be withdrawn on your order and proceeds returned to your securities account or remitted to you. To see a list of Program Banks please visit www.etrade.com/esdaagreement or call us at 1-800-ETRADE-1 (1-800-387-2331).

TOTAL CASH & CASH EQUIVALENTS

6.86% \$43.75

STOCKS, OPTIONS & EXCHANGE-TRADED FUNDS (93.14% of Holdings)

DESCRIPTION	SYMBOL/ CUSIP	ACCT TYPE	QUANTITY	PRICE	TOTAL MKT VALUE	PORTFOLIO %	EST ANNUAL INCOME	EST ANNUAL YIELD (%)
FACEBOOK INC	FB	Cash	5	118.8100	594.05	93.14		
INTEGRATED ENERGY SOLUTIONS	45825V109	Cash		0.0001	0.00	0.00		
INC COMMON STOCK								
PATTEN ENERGY SOLUTIONS GROUP INC COM	PTTN	Cash	25,485		0.00	0.00		
TOTAL STOCKS, OPTIONS & ETF					\$594.05	93.14%		

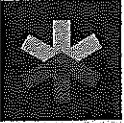
TOTAL PRICED PORTFOLIO HOLDINGS (ON 05/31/16)

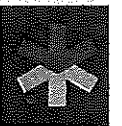
\$637.30

OTHER ACTIVITY

DATE	DESCRIPTION	SYMBOL/ CUSIP	TRANSACTION TYPE	QUANTITY	PRICE	AMOUNT DEBITED	AMOUNT CREDITED
05/03/16	INTEGRATED ENERGY SOLUTIONS INC COMMON STOCK	45825V109	Name Change	25,485			
	INC NAME CHANGE						
05/03/16	PATTEN ENERGY SOLUTIONS GROUP INC COM	PTTN	Name Change	25,485			
	RESULT OF NAME CHANGE						

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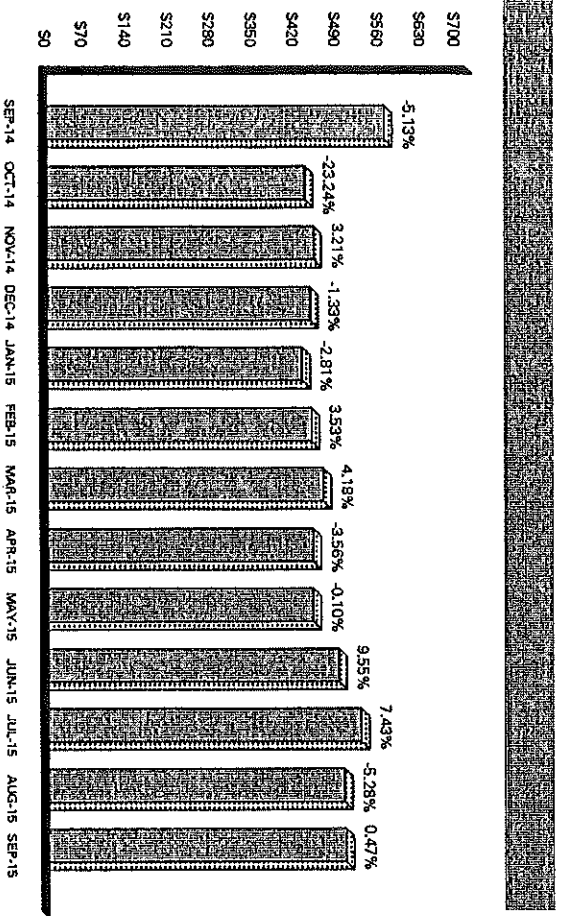


Account Number: XXXX-7434

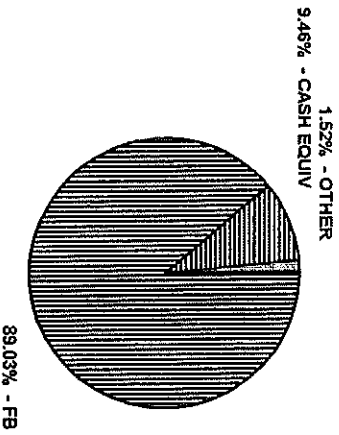
Statement Period : July 1, 2015 - September 30, 2015

Account Type: JOINT

NET ACCOUNT VALUE BY MONTH END



TOP 10 ACCOUNT HOLDINGS (AS OF 09/30/15)



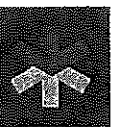
ACCOUNT TRANSACTION SUMMARY

DESCRIPTION	THIS PERIOD	YEAR-TO-DATE

Account Number: XXXX-7434

Statement Period : July 1, 2015 - September 30, 2015

Account Type: JOINT



ETRADE Securities
Investment Account

Customer Update:

Get your next statement via Electronic Delivery. Enrollment only takes a few seconds and you can access your statements online for 7 years. Visit etrade.com/preferences to learn more.

ACCOUNT OVERVIEW

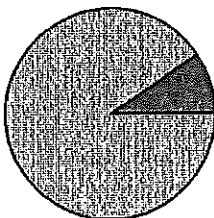
Last Statement Date: June 30, 2015

Beginning Account Value (On 06/30/15): \$ 493.87
 Ending Account Value (On 09/30/15): \$ 504.90
 Net Change: \$ 11.03

For current rates, please visit etrade.com/rates

ASSET ALLOCATION (AS OF 09/30/15)

9.45% - Cash & Equivalents



90.54% - Stocks, Options & ETF (Long)

ACCOUNT VALUE SUMMARY

	AS OF 09/30/15	AS OF 06/30/15	% CHANGE
Cash & Equivalents	\$ 47.75	\$ 49.75	-4.02%
Total Cash/Margin Debt	\$ 47.75	\$ 49.75	-4.02%
Stocks, Options & ETF (Long)	\$ 457.15	\$ 444.12	2.93%
Total Value of Securities	\$ 457.15	\$ 444.12	2.93%
Net Account Value	\$ 504.90	\$ 493.87	2.23%

Securities products and services are offered by E*TRADE Securities LLC, Member FINRA/SIPC. Sweep Deposit Account is a bank deposit account with E*TRADE Bank, a Federal savings bank, Member FDIC. Sweep deposit accounts at each bank are FDIC-insured up to a maximum of \$250,000. Securities products and cash balances other than Sweep Deposit Account funds are not FDIC-insured, are not guaranteed deposits or obligations of E*TRADE Bank, and are subject to investment risk, including possible loss of the principal invested.

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April 1, 2015 - June 30, 2015
 Account Number: XXXX-7434
 Account Type: JOINT

Customer Update:

Easier retirement planning is at your fingertips.

We've revamped our retirement web pages with enhanced interactive tools, plus faster access to information based on your life stage. Visit etrade.com and select Retirement at the top of the page to view the new retirement center.

E*TRADE Securities LLC
 P.O. Box 484
 Jersey City, NJ 07303-0484
 1-800-ETRADE-1 (1-800-387-2331)
etrade.com Member FINRA/SIPC

n/g 10/16

John K. Ad.

00063994 02 AT 0.413 02 TR 00380 EFAD0403 000011



JAMES O HELMS &
 DEBORAH R WILLING JTWROS
 1904 OCEOLA ST
 COLUMBIA SC 29205-3712



E*TRADE Securities
 Investment Account

IMPORTANT INFORMATION

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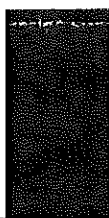
Account At A Glance

\$467.93



As of 03/31/15

\$493.87



As of 06/30/15

Net Change:

\$25.94

cash flow 2/10
Pay Month X3188
9/22
Kim 45798
Pls read Jan

DETACH HERE

JAMES O HELMS &
 DEBORAH R WILLING JTWROS
 1904 OCEOLA ST
 COLUMBIA SC 29205-3712

DETACH HERE

Use This Deposit Slip

Acct: XXXX-7434

Please do not send cash

Make checks payable to E*TRADE Clearing LLC.

Mail deposits to:



E*TRADE CLEARING LLC
 P.O. Box 484
 Jersey City, NJ 07303-0484

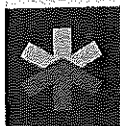
TOTAL DEPOSIT

Dollars	Cents

063020150001 111682274340

ROA 000430

E*TRADE
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Please refer to the E*TRADE Securities Brokerage Customer Agreement for a complete discussion of the terms and conditions governing your account. If you have questions regarding the Customer Agreement or your account, please e-mail us through etrade.com or call 1-800-ETRADE1. THE INFORMATION CONTAINED IN YOUR ACCOUNT STATEMENT SHALL BE BINDING UPON YOU IF YOU DO NOT OBJECT, EITHER IN WRITING OR VIA ELECTRONIC MAIL, WITHIN FIVE (5) DAYS AFTER THE ACCOUNT STATEMENT IS FIRST RECEIVED BY YOU, OR WITHIN SIXTY (60) DAYS FOR ANY TRANSFER OF FUNDS SUBJECT TO REGULATION E, SUCH AS ATM AND POINT-OF-SALE TRANSFERS, DEBIT TRANSACTIONS, DIRECT DEPOSITS, AND WITHDRAWALS. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, DIRECT INQUIRIES TO 1-800-ETRADE1 OR WRITE TO US AT E*TRADE SECURITIES LLC, P.O. BOX 484, JERSEY CITY, NJ 07303-0484. Securities products and services are offered by E*TRADE Securities LLC, Member FINRA/SIPC. Your account is carried by an affiliate of E*TRADE Securities LLC ("ETS"). E*TRADE Clearing LLC and services are offered by E*TRADE Securities LLC, which maintains your funds and securities deposited with ETC directly by you, through ETS or as a result of transactions ETC processes for your ("ETC"). Member FINRA/SIPC, which maintains your funds and securities deposited with ETC directly by you, through ETS or as a result of transactions ETC processes for your account. Inquiries concerning the positions and balances in your account may be directed to ETC at 201-499-6247. All other inquiries regarding your account or the activity therein should be directed to ETS. Please promptly report any inaccuracy or discrepancy in your account to both ETS at 1-800-503-9260 and ETC at 201-499-6247. You should re-confirm any oral communication in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA).

Applicable Rules and Regulations. All transactions in your account shall be subject to the constitution, rules, regulations, customs, and usages of the exchange or market, and its clearing house, where the transactions are executed by ETC or its agents, including ETC affiliates. Also, where applicable, the transactions shall be subject to the provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission ("SEC"), the Board of Governors of the Federal Reserve System, and any applicable self-regulatory organization. For information about FINRA's BrokerCheck Program, including an investor brochure, please contact FINRA at 1-800-289-9999 or www.finra.org. **Securities Pricing.** The amounts printed in the total market value column of the Account Holdings section, or any amounts derived therefrom, are based on U.S. month end prices and are provided to us by outside quotation services for the securities currently held by us in your account. Prices of municipal bonds, certain over-the-counter securities, and federal obligations are approximations and are only for guidance purposes. The prices used are based on the last reported transaction known to the quotation services or of the yields or values that are calculated on the basis of these prices. The value of brokered CDs reflected on this statement is estimated by a third-party pricing service. Actual value may differ if you elect to sell your CD(s) in the secondary market.

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determining where to route customers' orders, including the speed of execution, price improvement opportunities (executions at prices superior to the then prevailing inside market), automatic execution guarantees, the availability of efficient and reliable order handling systems, the level of service provided, the cost of executing orders, whether it will receive cash or non-cash payments for routing order flow and reciprocal business arrangements.

Margin Accounts. Whether a purchase may be made on margin, how much of the purchase price must be in your account at the time you place your order, and your margin maintenance requirements are determined by the Federal Reserve Board ("FRB"), by applicable exchange rules and by ETC. For our protection, we reserve the right, at any time and without prior notice to you, to impose stricter requirements than those imposed by the FRB or applicable exchange rules. You will be charged interest on a daily basis on all debit balances that you owe to ETC and on credit extended to you by ETC for the purpose of purchasing, carrying, or trading in securities or otherwise. Interest is calculated on a 360-day basis using settlement date balances. The applicable interest rate for margin loans is a fixed percentage above ETC's Base Rate, which is set at our discretion with reference to commercially recognized interest rates. The margin interest rate will change without prior notice as the Base Rate changes. Information about ETC's Base Rate is available upon written request to ETC. For more information on how ETC calculates interest, please see the E*TRADE Securities Brokerage Customer Agreement. If you have a margin account, this statement is a combination of your margin account and special memorandum account.

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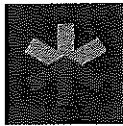
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Open Orders. Buy or sell orders for securities that have not yet been executed or canceled.

Symbol/CUSIP. The symbol or identification number for each security.



Account Number: XXXX-7434

Statement Period : July 1, 2015 - September 30, 2015

Account Type: JOINT

ACCOUNT HOLDINGS

CASH & CASH EQUIVALENTS (9.46% of Holdings)

DESCRIPTION	PORTFOLIO %	AMOUNT
Extended Insurance Sweep Deposit Account		
Opening Balance		49.75
Closing Balance	9.46	47.75
Average Balance		47.75
Extended Insurance Sweep Deposit Account Balance by Bank as of September 30, 2015		
ETRADE BANK		47.75

Under the Extended Insurance Sweep Deposit Account (ESDA) Program, cash balances from your brokerage account into the ESDA Program may shift from one program bank to another on a daily basis and a different combination or subset of the Program Banks may be used from day to day with dynamic deposit limits. Your ESDA Program cash balances will be FDIC-insured up to an aggregate of at least \$1,250,000. Uninvested cash balances in the ESDA program are not covered by SIPC. The balance in your bank deposit sweep account may be withdrawn on your order and proceeds returned to your securities account or remitted to you. To see a list of Program Banks please visit www.etrade.com/esdaagreement or call us at 1-800-ETRADE-1 (1-800-387-2331).

TOTAL CASH & CASH EQUIVALENTS

9.46% \$47.75

STOCKS, OPTIONS & EXCHANGE-TRADED FUNDS (90.54% of Holdings)

DESCRIPTION	SYMBOL CUSIP	ACCT TYPE	QUANTITY	PRICE	TOTAL MKT VALUE	PORTFOLIO (%)	EST. ANNUAL INCOME	EST. ANNUAL YIELD (%)
FACEBOOK INC	FB	Cash	5	88.9000	449.50	89.03		
INTEGRATED ENERGY SOLUTIONS	IENG	Cash	25,485	0.0003	7.65	1.52		
INC COMMON STOCK								
TOTAL STOCKS, OPTIONS & ETF					\$457.15	90.54%		

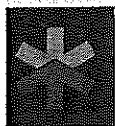
TOTAL PRICED PORTFOLIO HOLDINGS (ON 09/30/15)

\$504.90

TRANSACTION HISTORY

WITHDRAWALS & DEPOSITS

DATE	TRANSACTION TYPE	DESCRIPTION	WITHDRAWALS	DEPOSITS
07/10/15	Fee	JUNE 2015 PAPER STMT FEE	2.00	
NET WITHDRAWALS & DEPOSITS			\$2.00	



Account Number: XXXX-7434

Statement Period : July 1, 2015 - September 30, 2015

Account Type: JOINT

EXTENDED INSURANCE SWEEP DEPOSIT ACCOUNT (ESDA) ACTIVITY (0.0100% APY/0.0100%APY Earned as of 09/30/15)

Under the Extended Insurance Sweep Deposit Account (ESDA) Program, cash balances from your brokerage account into the ESDA Program may shift from one program bank to another on a daily basis and a different combination or subset of the Program Banks may be used from day to day with dynamic deposit limits. Your ESDA Program cash balances will be FDIC-insured up to an aggregate of at least \$1,250,000. Uninvested cash balances in the ESDA program are not covered by SIPC. The balance in your bank deposit sweep account may be withdrawn on your order and proceeds returned to your securities account or remitted to you. To see a list of Program Banks please visit www.etrade.com/esdaagreement or call us at 1-800-ETRADE-1 (1-800-387-2331).

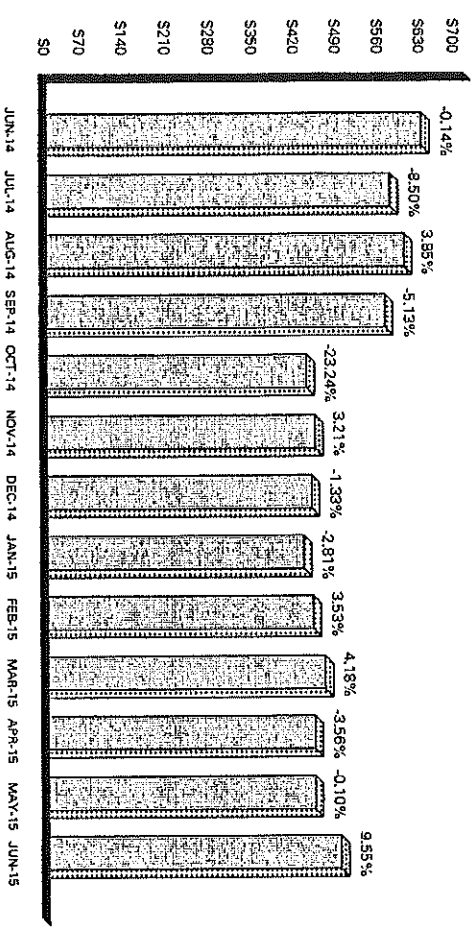
DATE	TRANSACTION TYPE	DESCRIPTION	TRANSACTION AMOUNT
07/01/15		OPENING BALANCE	\$49.75
07/13/15	Withdrawal	EXTND INS SWEEP ACCT(FDIC-INS)	-2.00
09/30/15		CLOSING BALANCE	\$47.75

Account Number: XXXX-7434

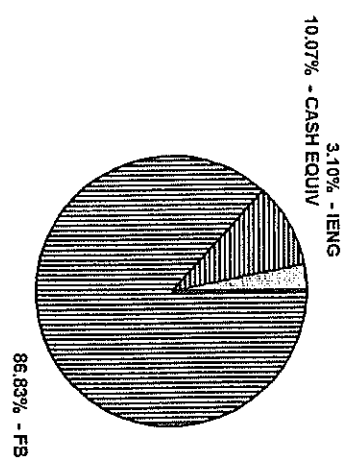
Statement Period: April 1, 2015 - June 30, 2015

Account Type: JOINT

NET ACCOUNT VALUE BY MONTH END

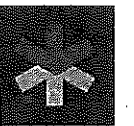


TOP 10 ACCOUNT HOLDINGS (AS OF 06/30/15)



ACCOUNT TRANSACTION SUMMARY

DESCRIPTION	THIS PERIOD	YEAR-TO-DATE



Account Number: XXXX-7434

Statement Period : April 1, 2015 - June 30, 2015

Account Type: JOINT

Customer Update:

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ACCOUNT OVERVIEW

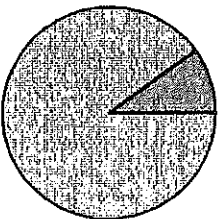
Last Statement Date: March 31, 2015

Beginning Account Value (On 03/31/15): \$ 467.93
Ending Account Value (On 06/30/15): \$ 493.87
Net Change: \$ 25.94

For current rates, please visit etrade.com/rates

ASSET ALLOCATION (AS OF 06/30/15)

10.07% - Cash & Equivalents



89.93% - Stocks, Options & ETF (Long)

ACCOUNT VALUE SUMMARY

	AS OF 06/30/15	AS OF 03/31/15	% CHANGE
Cash & Equivalents	\$ 49.75	\$ 51.75	-3.86%
Total Cash/Margin Debt	\$ 49.75	\$ 51.75	-3.86%
Stocks, Options & ETF (Long)	\$ 444.12	\$ 416.18	6.71%
Total Value of Securities	\$ 444.12	\$ 416.18	6.71%
Net Account Value	\$ 493.87	\$ 467.93	5.54%

Securities products and services are offered by E*TRADE Securities LLC, Member FINRA/SIPC. Sweep Deposit Account is a bank deposit account with E*TRADE Bank, a Federal savings bank, Member FDIC. Sweep deposit accounts at each bank are FDIC-insured up to a maximum of \$250,000. Securities products and cash balances other than Sweep Deposit Account funds are not FDIC-insured, are not guaranteed deposits or obligations of E*TRADE Bank, and are subject to investment risk, including possible loss of the principal invested.

April 1, 2016 - May 31, 2016
 Account Number: XXXX-7434
 Account Type: JOINT

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 Jersey City, NJ 07303-0484
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00022261 01 AT 0.396 01 TR 00092 EFAD0202 000001



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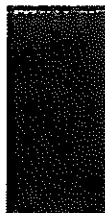
Account At A Glance

\$619.35



As of 03/31/16

\$637.80



As of 05/31/16

Net Change: \$18.45

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Use This Deposit Slip Acct: XXXX-7434

Please do not send cash

TOTAL DEPOSIT

Dollars	Cents

053120160001 111682274340

ROA 000436

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Account Number: XXXX-7434

Statement Period : April 1, 2016 - May 31, 2016

Account Type: JOINT

Customer Update:

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ACCOUNT OVERVIEW

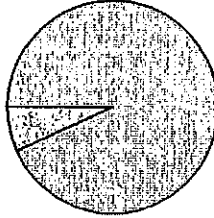
Last Statement Date: March 31, 2016

Beginning Account Value (On 03/31/16): \$ 619.35
 Ending Account Value (On 05/31/16): \$ 637.80
 Net Change: \$ 18.45

For current rates, please visit etrade.com/rates

ASSET ALLOCATION (AS OF 05/31/16)

5.86% - Cash & Equivalents

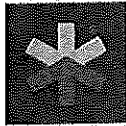


93.14% - Stocks, Options & ETF (Long)

ACCOUNT VALUE SUMMARY

	AS OF 05/31/16	AS OF 03/31/16	% CHANGE
Cash & Equivalents	\$ 43.75	\$ 43.75	0.00%
Total Cash/Margin Debt	\$ 43.75	\$ 43.75	0.00%
Stocks, Options & ETF (Long)	\$ 594.05	\$ 575.60	3.21%
Total Value of Securities	\$ 594.05	\$ 575.60	3.21%
Net Account Value	\$ 637.80	\$ 619.35	2.98%

Securities products and services are offered by E*TRADE Securities LLC, Member FINRA/SIPC. Sweep Deposit Account is a bank deposit account with E*TRADE Bank, a Federal savings bank, Member FDIC. Sweep deposit accounts at each bank are FDIC-insured up to a maximum of \$250,000. Securities products and cash balances other than Sweep Deposit Account funds are not FDIC-insured, are not guaranteed deposits or obligations of E*TRADE Bank, and are subject to investment risk, including possible loss of the principal invested.

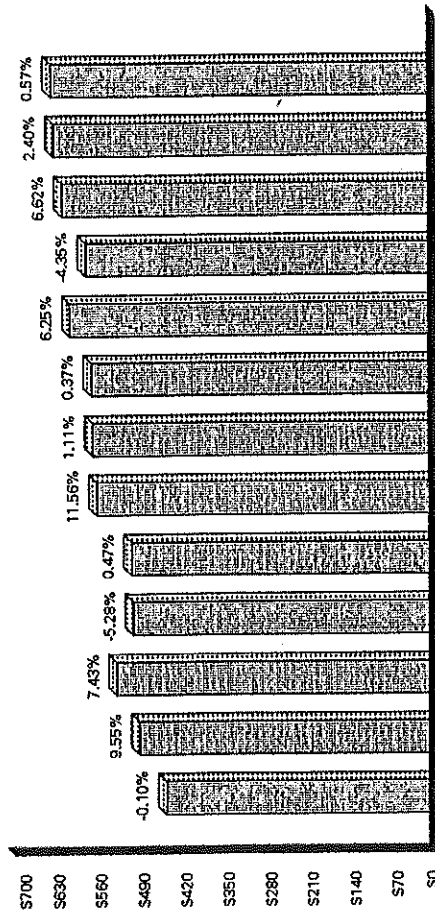


Account Number: XXXX-7434

Statement Period : April 1, 2016 - May 31, 2016

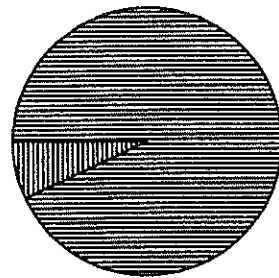
Account Type: JOINT

NET ACCOUNT VALUE BY MONTH END



TOP 10 ACCOUNT HOLDINGS (AS OF 05/31/16)

6.86% - CASH EQUIV



93.14% - FB

ACCOUNT TRANSACTION SUMMARY

DESCRIPTION	THIS PERIOD	YEAR-TO-DATE

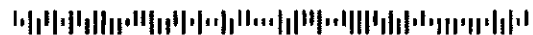
July 1, 2015 - September 30, 2015
 Account Number: XXXX-7434
 Account Type: JOINT

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00067610 01 AT 0.413 01 TR 00300 EFAD0404 000001



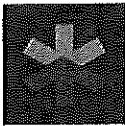
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E*TRADE Securities
 Investment Account



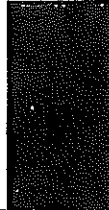
Account At A Glance

\$493.87

\$504.90



As of 06/30/15



As of 09/30/15

Net Change: \$11.03

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Acct: XXXX-7434

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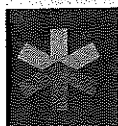
Dollars	Cents

TOTAL DEPOSIT

093020150001 111682274340

ROA 000440

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Securities Pricing. The amounts printed in the total market value column of the Account Holdings section, or any amounts derived therefrom, are based on U.S. month and prices and are provided to us by outside quotation services for the securities currently held by us in your account. Prices of municipal bonds, certain over-the-counter securities, and federal obligations are approximations and are only for guidance purposes. The prices used are based on the last reported transaction known to the quotation services or of the yields or values that are calculated on the basis of these prices. The value of brokered CDs reflected on this statement is estimated by a third-party pricing service. Actual value may differ if you elect to sell your CDs in the secondary market.

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U.S. markets, you first must either: (1) convert U.S. dollars held in your account to the applicable currency of the non-U.S. market in which you wish to trade; or (2) transfer into your account the applicable non-U.S. currency. Currency exchanges are effected by affiliates of ETC on a principal basis, and may include a mark-up or mark-down, as appropriate. You should be aware that more favorable exchange rates may be available through third parties not affiliated with ETC. These currency transactions are not regulated or overseen by the SEC or the Commodities Futures Trading Commission, or any of the securities or commodities self-regulatory organizations. Orders executed on a non-U.S. exchange will be effected by one or more executing brokers and may be subject to additional fees.

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Margin Accounts. The amount of margin required will be the greater of the amount required by applicable laws, regulations, the rules of applicable self-regulatory organizations and clearinghouses or the amount required by ETC in its sole discretion. You will be charged interest on a daily basis on all debit balances that you owe to ETC and on credit extended to you by ETC for the purpose of purchasing, carrying, or trading in securities or otherwise. Interest is calculated on a 360-day basis using settlement date

balances. The applicable interest rate for margin loans is a fixed percentage above ETC's Base Rate, which is set at our discretion with reference to commercially recognized interest rates. The margin interest rate will change without prior notice as the Base Rate changes. Information about ETC's Base Rate is available upon written request to ETC. For more information on how ETC calculates interest, please see the E*TRADE Securities Brokerage Customer Agreement. If you have a margin account, this statement is a combined statement for both your margin account and special memorandum account. The permanent record of the separate account as required by Regulation T of the Federal Reserve Board is available for your inspection.

Free Credit Balances. Any cash balances in your securities account, which represent an obligation of ETC payable to you upon demand ("free credit balances"), 1) can be maintained in the securities account and will earn a rate through the "Cash Balance Program" as more fully described at: <https://us.etrade.com/etastation/printing?id=1907000200&state=5>, and 2) are held unsegregated and may be used by ETC in the conduct of its business, subject to the limitations of Rule 15c-3 under the Securities Exchange Act of 1934.

Sweep Programs. You may have the option to have free credit balances in your securities account automatically transferred to either 1) a money market mutual fund product insured by SIPC as described above, or 2) an account at a bank (or banks, collectively, "Program Banks") whose deposits are insured by the FDIC (collectively with the money market mutual fund products, "Sweep Program") but which are not obligations of ETC. For detailed information of the general terms and conditions of the products available through the Sweep Program go to www.etrade.com/sweepoptions. The products available under the Sweep Program may change at any time. Additionally, you may at any time change your selection among the products available in the Sweep Program, or you may elect, subject to any limitation set forth in any Sweep Program agreement or, with respect to an account at a bank, under federal banking laws (which includes, without limitation, program banks' potential requirement of seven days' notice before permitting a withdrawal or transfer of funds from such account) that the balance in the bank deposit account be returned, or shares of the money market mutual fund in which you have a beneficial interest be liquidated and the proceeds returned, as applicable, to the securities account or reinvested to you. With respect to any such free credit balance in your securities account that you opt to have automatically transferred to an account at a bank, please remember you are responsible for monitoring the cash balance of your bank sweep accounts deposited with the Program Banks to determine whether you have total deposit balances held in the same capacity at any Program Bank in excess of the \$250,000 FDIC deposit insurance limit.

Options Trading. If you are approved for options trading, you are responsible for advising ETC of any material changes in your investment objectives or financial situation. Additionally, further information regarding commissions and other charges related to the execution of option transactions has been included in the confirmations of such transactions previously provided to you. Such information will also be made available promptly upon request.

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Definitions

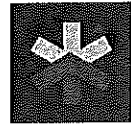
Activity/Trade Date. Trade date or transaction date of other entities.

Total Portfolio Percent. Percentage of your holding by issue of security.

DIWCPH% Yield. Annual dividend or bond% yield.

Open Orders. Buy or sell orders for securities that have not yet been executed or canceled.

Symbol/CUSIP. The symbol or identification number for each security.



Account Number: XXXX-7434 Statement Period : April 1, 2015 - June 30, 2015 Account Type: JOINT

ACCOUNT HOLDINGS

CASH & CASH EQUIVALENTS (10.07% of Holdings)

DESCRIPTION	PORTFOLIO %	AMOUNT
Extended Insurance Sweep Deposit Account		
Opening Balance		51.75
Closing Balance		49.75
Average Balance	10.07	49.75
Extended Insurance Sweep Deposit Account Balance by Bank as of June 30, 2015		
ETRADE BANK		49.75

Under the Extended Insurance Sweep Deposit Account (ESDA) Program, cash balances from your brokerage account into the ESDA Program may shift from one program bank to another on a daily basis and a different combination or subset of the Program Banks may be used from day to day with dynamic deposit limits. Your ESDA Program cash balances will be FDIC-insured up to an aggregate of at least \$1,250,000. Uninvested cash balances in the ESDA program are not covered by SIPC. The balance in your bank deposit sweep account may be withdrawn on your order and proceeds returned to your securities account or remitted to you. To see a list of Program Banks please visit www.etrade.com/esdaagreement or call us at 1-800-ETRADE-1 (1-800-387-2331).

TOTAL CASH & CASH EQUIVALENTS 10.07% \$49.75

STOCKS, OPTIONS & EXCHANGE-TRADED FUNDS (89.93% of Holdings)

DESCRIPTION	SYMBOL/ CUSIP	ACCT TYPE	QUANTITY	PRICE	TOTAL MKT VALUE	PORTFOLIO (%)	EST ANNUAL INCOME	EST ANNUAL YIELD (%)
FACEBOOK INC	FB	Cash	15	85.7650	428.83	88.83		
INTEGRATED ENERGY SOLUTIONS	IENG	Cash	25,485	0.0006	15.29	3.10		
INC COMMON STOCK								
TOTAL STOCKS, OPTIONS & ETF					\$444.12	89.93%		
TOTAL PRICED PORTFOLIO HOLDINGS (ON 06/30/15)					\$493.87			

TRANSACTION HISTORY

WITHDRAWALS & DEPOSITS

DATE	TRANSACTION TYPE	DESCRIPTION	WITHDRAWALS	DEPOSITS
04/09/15	Fee	MARCH 2015 PAPER STMT FEE	2.00	
NET WITHDRAWALS & DEPOSITS			\$2.00	



Account Number: XXXX-7434

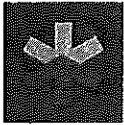
Statement Period : April 1, 2015 - June 30, 2015

Account Type: JOINT

EXTENDED INSURANCE SWEEP DEPOSIT ACCOUNT (ESDA) ACTIVITY (0.0100% APY/0.0100%APY Earned as of 06/30/15)

Under the Extended Insurance Sweep Deposit Account (ESDA) Program, cash balances from your brokerage account into the ESDA Program may shift from one program bank to another on a daily basis and a different combination or subset of the Program Banks may be used from day to day with dynamic deposit limits. Your ESDA Program cash balances will be FDIC-insured up to an aggregate of at least \$1,250,000. Uninvested cash balances in the ESDA program are not covered by SIPC. The balance in your bank deposit sweep account may be withdrawn on your order and proceeds returned to your securities account or remitted to you. To see a list of Program Banks please visit www.etrade.com/esdaagreement or call us at 1-800-ETRADE-1 (1-800-387-2331).

DATE	TRANSACTION TYPE	DESCRIPTION	TRANSACTION AMOUNT
04/01/15		OPENING BALANCE	\$51.75
04/10/15	Withdrawal	EXTND INS SWEEP ACCT(FDIC-INS)	-2.00
06/30/15		CLOSING BALANCE	\$49.75



Account Number: XXXX-7434

Statement Period : April 1, 2016 - May 31, 2016

Account Type: JOINT

ACCOUNT HOLDINGS

CASH & CASH EQUIVALENTS (6.86% of Holdings)

DESCRIPTION	PORTFOLIO %	AMOUNT
Extended Insurance Sweep Deposit Account		
Opening Balance		43.75
Closing Balance		43.75
Average Balance	6.86	43.75
Extended Insurance Sweep Deposit Account Balance by Bank as of May 31, 2016		
ETRADE BANK		43.75

Under the Extended Insurance Sweep Deposit Account (ESDA) Program, cash balances from your brokerage account into the ESDA Program may shift from one program bank to another on a daily basis and a different combination or subset of the Program Banks may be used from day to day with dynamic deposit limits. Your ESDA Program cash balances will be FDIC-insured up to an aggregate of at least \$1,250,000. Uninvested cash balances in the ESDA program are not covered by SIPC. The balance in your bank deposit sweep account may be withdrawn on your order and proceeds returned to your securities account or remitted to you. To see a list of Program Banks please visit www.etrade.com/esdaagreement or call us at 1-800-ETRADE-1 (1-800-387-2331).

TOTAL CASH & CASH EQUIVALENTS

6.86% \$43.75

STOCKS, OPTIONS & EXCHANGE-TRADED FUNDS (93.14% of Holdings)

DESCRIPTION	SYMBOL/ CUSIP	ACCT TYPE	QUANTITY	PRICE	TOTAL MKT VALUE	PORTFOLIO (%)	EST. ANNUAL INCOME	EST. ANNUAL YIELD (%)
FABER MAC	FB	Cash	15	118.8100	594.05	93.14		
INTEGRATED ENERGY SOLUTIONS	45825V109	Cash		0.0001	0.00	0.00		
INC COMMON STOCK								
PATTEN ENERGY SOLUTIONS GROUP INC COM	PTTN	Cash	25,485		0.00	0.00		
TOTAL STOCKS, OPTIONS & ETF					\$594.05	93.14%		

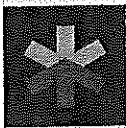
TOTAL PRICED PORTFOLIO HOLDINGS (ON 05/31/16)

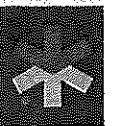
\$637.80

OTHER ACTIVITY

DATE	DESCRIPTION	SYMBOL/ CUSIP	TRANSACTION TYPE	QUANTITY	PRICE	AMOUNT DEBITED	AMOUNT CREDITED
05/03/16	INTEGRATED ENERGY SOLUTIONS INC COMMON STOCK 1:1 NAME CHANGE INTO 70343PT03	45825V109	Name Change	25,485			
05/03/16	PATTEN ENERGY SOLUTIONS GROUP INC COM RESULT OF NAME CHANGE	PTTN	Name Change	25,485			

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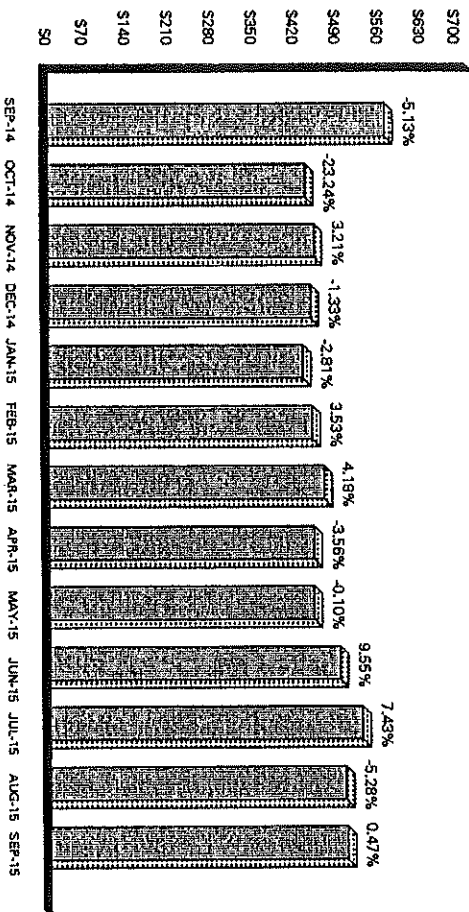


Account Number: XXXX-7434

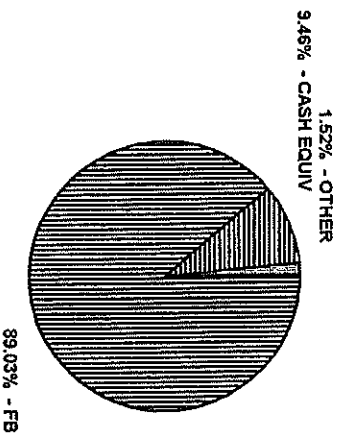
Statement Period : July 1, 2015 - September 30, 2015

Account Type: JOINT

NET ACCOUNT VALUE BY MONTH END

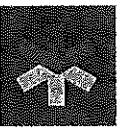


TOP 10 ACCOUNT HOLDINGS (AS OF 09/30/15)



ACCOUNT TRANSACTION SUMMARY

DESCRIPTION	THIS PERIOD	YEAR TO DATE



Account Number: XXXX-7434

Statement Period : July 1, 2015 - September 30, 2015

Account Type: JOINT

Customer Update:

Get your next statement via Electronic Delivery. Enrollment only takes a few seconds and you can access your statements online for 7 years. Visit etrade.com/preferences to learn more.

ACCOUNT OVERVIEW

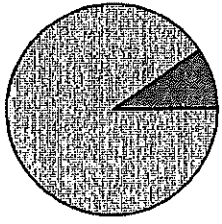
Last Statement Date: June 30, 2015

Beginning Account Value (On 06/30/15): \$ 493.87
 Ending Account Value (On 09/30/15): \$ 504.90
 Net Change: \$ 11.03

For current rates, please visit etrade.com/rates

ASSET ALLOCATION (AS OF 09/30/15)

9.46% - Cash & Equivalents



90.54% - Stocks, Options & ETF (Long)

ACCOUNT VALUE SUMMARY

	AS OF 09/30/15	AS OF 06/30/15	% CHANGE
Cash & Equivalents	\$ 47.75	\$ 49.75	-4.02%
Total Cash/Margin Debt	\$ 47.75	\$ 49.75	-4.02%
Stocks, Options & ETF (Long)	\$ 457.15	\$ 444.12	2.93%
Total Value of Securities	\$ 457.15	\$ 444.12	2.93%
Net Account Value	\$ 504.90	\$ 493.87	2.23%

Securities products and services are offered by E*TRADE Securities LLC, Member FINRA/SIPC. Sweep Deposit Account is a bank deposit account with E*TRADE Bank, a Federal savings bank, Member FDIC. Sweep deposit accounts at each bank are FDIC-insured up to a maximum of \$250,000. Securities products and cash balances other than Sweep Deposit Account funds are not FDIC-insured, are not guaranteed deposits or obligations of E*TRADE Bank, and are subject to investment risk, including possible loss of the principal invested.

max + DUB
WOW
PAID
Kj 45799#

April 1, 2015 - June 30, 2015
Account Number: XXXX-7434
Account Type: JOINT

Customer Update:

Easier retirement planning is at your fingertips.
We've revamped our retirement web pages with enhanced interactive tools, plus faster access to information based on your life stage. Visit etrade.com and select Retirement at the top of the page to view the new retirement center.

E*TRADE Securities LLC
P.O. Box 484
Jersey City, NJ 07303-0484
1-800-ETRADE-1 (1-800-387-2331)
etrade.com Member FINRA/SIPC

m/g [unclear]

John K [unclear]

00063994 02 AT 0.413 02 TR 00380 EFAD0403 000011



JAMES O HELMS &
DEBORAH R WILLING JTWROS
1904 OCEOLA ST
COLUMBIA SC 29205-3712

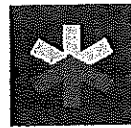


IMPORTANT INFORMATION

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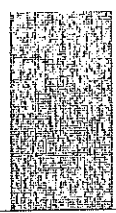


E*TRADE Securities
Investment Account



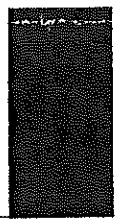
Account At A Glance

\$467.93



As of 03/31/15

\$493.87



As of 06/30/15

Net Change: \$25.94

Cash flow 2/10
Pay Nov 13188
9/20
4/20
Pls read [unclear]
Km 45798

DETACH HERE

JAMES O HELMS &
DEBORAH R WILLING JTWROS
1904 OCEOLA ST
COLUMBIA SC 29205-3712

DETACH HERE

Use This Deposit Slip

Acct: XXXX-7434

Please do not send cash

Make checks payable to E*TRADE Clearing LLC.

Dollars	Cents

TOTAL DEPOSIT

Mail deposits to:

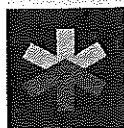


E*TRADE CLEARING LLC
P.O. Box 484
Jersey City, NJ 07303-0484

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ROA 000448



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Applicable Rules and Regulations. All transactions in your account shall be subject to the constitution, rules, regulations, customs, and usages of the exchange or market, and its clearing house, where the transactions are executed by ETC or its agents, including ETC affiliates. Also, where applicable, the transactions shall be subject to the provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission ("SEC"), the Board of Governors of the Federal Reserve System, and any applicable self-regulatory organization. For information about FINRA's BrokerCheck Program, including an investor brochure, please contact FINRA at 1-800-289-9999 or www.finra.org.

Securities Pricing. The amounts printed in the total market value column of the Account Holdings section, or any amounts derived therefrom, are based on U.S. month end prices and are provided to you by outside quotation services for the securities currently held by us in your account. Prices of municipal bonds, certain over-the-counter securities, and federal obligations are approximations and are only for guidance purposes. The prices used are based on the last reported transaction known to the quotation services or of the yields or values that are calculated on the basis of these prices. The value of brokered CDs reflected on this statement is estimated by a third-party pricing service. Actual value may differ if you elect to sell your CD(s) in the secondary market.

Interest/Dividends. We are required by law to report annually to you and to the Internal Revenue Service on Form 1099 any taxable interest, dividends, and capital gains credited to your account, as well as any taxes withheld. The year-to-date figures shown on your statement reflect these amounts classified to the best of our current knowledge. However, some payments are subject to reclassification, which will be reflected on subsequent statements if we are advised of them prior to the end of the calendar year.

SIPC and other Insurance Coverage. Each of ETC and ETS is a member of the Securities Investor Protection Corporation ("SIPC"). SIPC currently protects the assets in each of your securities accounts at ETC and ETS up to \$500,000 (including \$250,000 for claims for cash). Visit www.sipc.org or call (202) 371-8300 for more information including a brochure on SIPC protection. (Please note that money market mutual fund balances are not considered cash; they are considered to be securities.) Additional protection for ETC has been secured through an independent insurer. Account protection does not cover the market risks associated with investing.

Trading in non-U.S. Markets. Investing outside the United States involves additional risks related to currency fluctuations, economic and political differences and differences in accounting standards. In order to trade in non U.S. markets, you first must either: (1) convert U.S. dollars held in your account to the applicable currency of the non-U.S. market in which you wish to trade; or (2) transfer into your account the applicable non-U.S. currency. Currency exchanges are effected by affiliates of ETC on a principal basis, and may include a mark-up or mark-down, as appropriate. You should be aware that more favorable exchange rates may be available through third parties not affiliated with ETC. These currency transactions are not regulated or overseen by the SEC or the Commodities Futures Trading Commission, or any of the securities or commodities self-regulatory organizations. Orders executed on a non-U.S. exchange will be effected by one or more executing brokers and may be subject to additional fees.

Payment for Order Flow. The SEC (as well as FINRA) requires that all broker-dealers inform their customers when a new account is opened, and on an annual basis thereafter, of payment for order flow practices (compensation received for placing orders through specialists on national securities exchanges, over-the-counter market makers, alternative trading systems, and ECN's (collectively, "market centers"). Consistent with the overriding principle of best execution, ETS routes orders to various market centers. ETS or ETC receives remuneration (generally in the form of per share cash payments or through profit sharing arrangements) for routing orders in securities to particular market centers for execution. Such remuneration is considered compensation to ETS or ETC, and the source and amount of any compensation received in connection with your from you to the contrary, takes a number of factors into consideration in

determining where to route customers' orders including the speed of execution, price improvement opportunities (executions at prices superior to the then prevailing inside market), automatic execution guarantees, the availability of efficient and reliable order handling systems, the level of service provided, the cost of executing orders, whether it will receive cash or non-cash payments for routing order flow and reciprocal business arrangements.

Margin Accounts. Whether a purchase may be made on margin, how much of the purchase price must be in your account of the time you place your order, and your margin maintenance requirements are determined by the Federal Reserve Board ("FRB"), by applicable exchange rules and by ETC. For our protection, we reserve the right, at any time and without prior notice to you, to impose stricter requirements than those imposed by the FRB or applicable exchange rules. You will be charged interest on a daily basis on all debit balances that you owe to ETC and on credit extended to you by ETC for the purpose of purchasing, carrying, or trading in securities or otherwise. Interest is calculated on a 360-day basis using settlement date balances. The applicable interest rate for margin loans is a fixed percentage above ETC's Base Rate, which is set at our discretion with reference to commercially recognized interest rates. The margin interest rate will change without prior notice as the Base Rate changes. Information about ETC's Base Rate is available upon written request to ETC. For more information on how ETC calculates interest, please see the E*TRADE Securities Brokerage Customer Agreement. If you have a margin account, this statement is a combination of your margin account and special memorandum account.

Cash Balances. Any cash balances, which are payable to you upon demand, are held unsegregated and may be used by ETC in the conduct of its business, subject to the limitations of Rule 15c-3 under the Securities Exchange Act of 1934. ETC reserves the right to require seven days' prior notice before permitting a withdrawal or transfer of funds from the sub-account of my Cash Balance. ETC has no present intention of exercising this provision. However, ETC may, at its sole discretion, choose to do so in the future.

Options Trading. If you are approved for options trading, you are responsible for advising ETC of any material changes in your investment objectives or financial situation. Additionally, further information regarding commissions and other charges related to the execution of option transactions has been included in the confirmations of such transactions previously provided to you. Such information will also be made available promptly upon request.

Random Allocation of Options Exercise Notices. Exercise assignment notices for options contracts are allocated among customer short options positions in accordance with a random allocation method. A detailed description of ETC's random allocation method is available at etrade.com and a hard copy of the allocation procedures is available upon request.

Financial Statement. A financial statement of ETC is available for your inspection at its offices or at etrade.com or will be mailed to you upon your written request.

Valuation of Certain Alternative Investments (including DPP and REIT securities). Account statements for Individual Retirement Accounts may include valuations for alternative investments. The values of such investments are estimated and reflect either the most recent valuation provided to ETC by the issuer of the investment, or a valuation provided by an independent third party, which ETC will obtain as part of its services, on an annual or more frequent basis. ETC does not provide a guarantee of the value or the appropriateness of the appraisal methodology applied by the independent third party in providing a value and ETC assumes no responsibility for verifying the accuracy of any valuation presented. Failure of the issuer to provide a timely valuation is your sole responsibility. The investment may reflect no value if a valuation was unavailable or is inaccurate. Investment in non-publicly traded securities, which includes alternative investments, often involves higher risk and less liquidity than other more traditional investments. Because there is generally no secondary market for alternative investments, the values reported to you should not be relied upon as any indication of market value. You may be able to sell your interests in the alternative investments held in your account, if at all, only for amounts that are substantially less than their purchase price or the estimated values showing on your account statements.

ETC and ETS are indirect subsidiaries of E*TRADE Financial Corporation.

If you have a complaint, please call 1-800-ETRADE1, or write to: E*TRADE Securities LLC, P.O. Box 484, Jersey City, NJ 07303-0484.

Definitions

Activity/Trade Date. Trade date or transaction date of other entries.

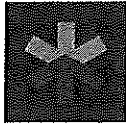
Total Portfolio Percent. Percentage of your holding by issue of security.

DIVICPN% Yield. Annual dividend or bond% yield.

Open Orders. Buy or sell orders for securities that have not yet been executed or canceled.

Symbol/ICUSIP. The symbol or identification number for each security.

61RD240 rev 02/15



Account Number: XXXX-7434

Statement Period : July 1, 2015 - September 30, 2015

Account Type: JOINT

ACCOUNT HOLDINGS

CASH & CASH EQUIVALENTS (9.46% of Holdings)

DESCRIPTION	PORTFOLIO %	AMOUNT
Extended Insurance Sweep Deposit Account		
Opening Balance		49.75
Closing Balance	9.46	47.75
Average Balance		47.75
Extended Insurance Sweep Deposit Account Balance by Bank as of September 30, 2015		
ETRADE BANK		47.75

Under the Extended Insurance Sweep Deposit Account (ESDA) Program, cash balances from your brokerage account into the ESDA Program may shift from one program bank to another on a daily basis and a different combination or subset of the Program Banks may be used from day to day with dynamic deposit limits. Your ESDA Program cash balances will be FDIC-insured up to an aggregate of at least \$1,250,000. Uninvested cash balances in the ESDA program are not covered by SIPC. The balance in your bank deposit sweep account may be withdrawn on your order and proceeds returned to your securities account or remitted to you. To see a list of Program Banks please visit www.etrade.com/esdaagreement or call us at 1-800-ETRADE-1 (1-800-387-2331).

TOTAL CASH & CASH EQUIVALENTS

9.46% \$47.75

STOCKS, OPTIONS & EXCHANGE-TRADED FUNDS (90.54% of Holdings)

DESCRIPTION	SYMBOL / CUSIP	ACCT TYPE	QUANTITY	PRICE	TOTAL MKT VALUE	PORTFOLIO (%)	EST ANNUAL INCOME	EST ANNUAL YIELD (%)
FACEBOOK INC	FB	Cash	5	89.9000	449.50	89.03		
INTEGRATED ENERGY SOLUTIONS	IENG	Cash	25,485	0.0003	7.65	1.52		
INC COMMON STOCK								
TOTAL STOCKS, OPTIONS & ETF					\$457.15	90.54%		

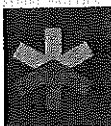
TOTAL PRICED PORTFOLIO HOLDINGS (ON 09/30/15)

\$504.90

TRANSACTION HISTORY

WITHDRAWALS & DEPOSITS

DATE	TRANSACTION TYPE	DESCRIPTION	WITHDRAWALS	DEPOSITS
07/10/15	Fee	JUNE 2015 PAPER STMT FEE	2.00	
NET WITHDRAWALS & DEPOSITS			\$2.00	



Account Number: XXXX-7434

Statement Period : July 1, 2015 - September 30, 2015

Account Type: JOINT

EXTENDED INSURANCE SWEEP DEPOSIT ACCOUNT (ESDA) ACTIVITY (0.0100% APY/0.0100%APY Earned as of 09/30/15)

Under the Extended Insurance Sweep Deposit Account (ESDA) Program, cash balances from your brokerage account into the ESDA Program may shift from one program bank to another on a daily basis and a different combination or subset of the Program Banks may be used from day to day with dynamic deposit limits. Your ESDA Program cash balances will be FDIC-insured up to an aggregate of at least \$1,250,000. Uninvested cash balances in the ESDA program are not covered by SIPC. The balance in your bank deposit sweep account may be withdrawn on your order and proceeds returned to your securities account or remitted to you. To see a list of Program Banks please visit www.etrade.com/esdaagreement or call us at 1-800-ETRADE-1 (1-800-387-2331).

DATE	TRANSACTION TYPE	DESCRIPTION	TRANSACTION AMOUNT
07/01/15		OPENING BALANCE	\$49.75
07/13/15	Withdrawal	EXTND INS SWEEP ACCT(FDIC-INS)	-2.00
09/30/15		CLOSING BALANCE	\$47.75

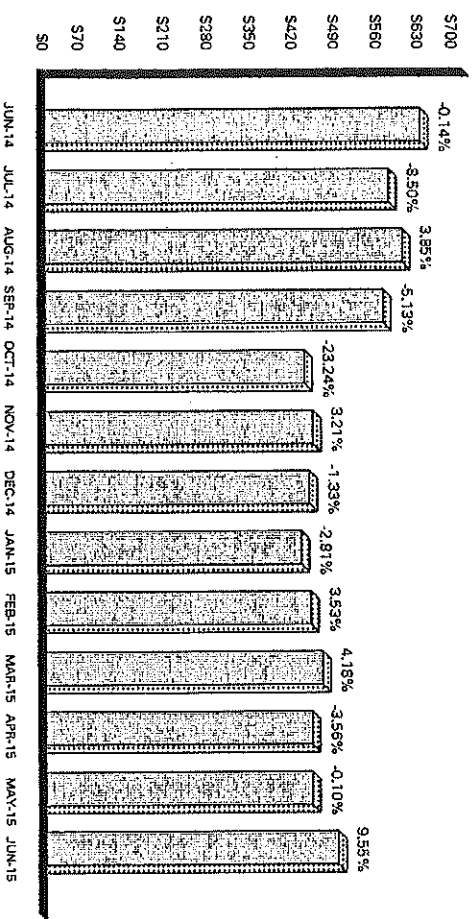


Account Number: XXXX-7434

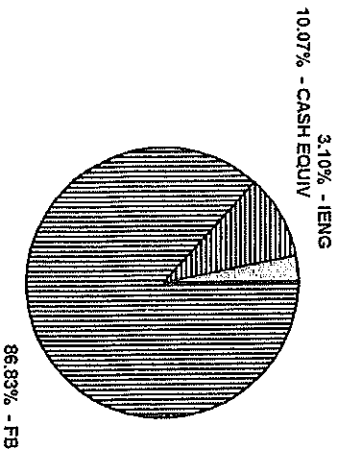
Statement Period : April 1, 2015 - June 30, 2015

Account Type: JOINT

NET ACCOUNT VALUE BY MONTH END



TOP 10 ACCOUNT HOLDINGS (AS OF 06/30/15)



ACCOUNT TRANSACTION SUMMARY

DESCRIPTION	THIS PERIOD	YEAR TO DATE



Account Number: XXXX-7434

Statement Period : April 1, 2015 - June 30, 2015

Account Type: JOINT

Customer Update:

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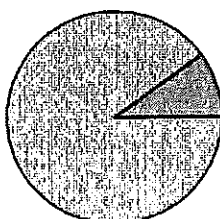
ACCOUNT OVERVIEW

Last Statement Date: March 31, 2015

Beginning Account Value (On 03/31/15): \$ 467.93
Ending Account Value (On 06/30/15): \$ 493.87
Net Change: \$ 25.94
For current rates, please visit etrade.com/rates

ASSET ALLOCATION (AS OF 06/30/15)

10.07% - Cash & Equivalents



89.93% - Stocks, Options & ETF (Long)

ACCOUNT VALUE SUMMARY

	AS OF 06/30/15	AS OF 03/31/15	% CHANGE
Cash & Equivalents	\$ 49.75	\$ 51.75	-3.86%
Total Cash/Margin Debt	\$ 49.75	\$ 51.75	-3.86%
Stocks, Options & ETF (Long)	\$ 444.12	\$ 416.18	6.71%
Total Value of Securities	\$ 444.12	\$ 416.18	6.71%
Net Account Value	\$ 493.87	\$ 467.93	5.54%

Securities products and services are offered by E*TRADE Securities LLC, Member FINRA/SIPC. Sweep Deposit Account is a bank deposit account with E*TRADE Bank, a Federal savings bank, Member FDIC. Sweep deposit accounts at each bank are FDIC-insured up to a maximum of \$250,000. Securities products and cash balances other than Sweep Deposit Account funds are not FDIC-insured, are not guaranteed deposits or obligations of E*TRADE Bank, and are subject to investment risk, including possible loss of the principal invested.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Jimmy Helms,

Plaintiff(s)

vs.

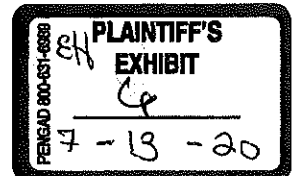
Debbie Willing,

Defendant(s)

Submitted By: S. Jahue Moore
Address: P.O. Box 5706
West Columbia, SC 29171

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET
2015GP4007268



SC Bar #: 4063
Telephone #: 803-796-9160
Fax #: 803-791-8410
Other:
E-mail: jake@mttlaw.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

☐ Contracts ☐ Constructions (100) ☐ Debt Collection (110) ☐ Employment (120) ☐ General (130) ☐ Breach of Contract (140) ☒ Other (199) ☐ Breach of Trust	☐ Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) ☐ Previous Notice of Intent Case # 20 -NI- ☐ Notice/ File Med Mal (230) ☐ Other (299)	☐ Torts - Personal Injury ☐ Assault/Slander/Libel (300) ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Other (399)	☐ Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☐ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499)
☐ Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599)	☐ Administrative Law/Relief ☐ Reinstate Drv. License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order (850) ☐ Other (899)	☐ Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Confession of Judgment (770) ☐ Petition for Workers Compensation Settlement Approval (780) ☐ Other (799)	☐ Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Comm. (990) ☐ Employment Security Comm (991) ☐ Other (999)
☐ Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699)	☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of State Depositions (650) ☐ Motion to Quash Subpoena in an Out-of-County Action (660) ☐ Sexual Predator (510)		

Submitting Party Signature:

Date: December 3, 2015

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS

Jimmy Helms,

Plaintiff,

vs.

Debbie Willing,

Defendant.

C.A. No.:

SUMMONS

RICHLAND COUNTY
FILED
2015 DEC -4 PM 4:23
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in this matter, a copy of which is herewith served upon you, and to serve a copy of your ANSWER to said Complaint upon the subscriber at his office, 1700 Sunset Boulevard, P.O. Box 5709, West Columbia, South Carolina, 29171, within THIRTY (30) days from the service thereof, exclusive of the day of such service; and if you fail to answer the COMPLAINT within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

MOORE, TAYLOR LAW FIRM, P.A.

BY:


S. Ianue Moore
1700 Sunset Boulevard
P.O. Box 5709
West Columbia, SC 29171
(803) 796-9160

ATTORNEY FOR PLAINTIFF

West Columbia, South Carolina
December 3, 2015

ROA 000456

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS

Jimmy Helms,

Plaintiff,

vs.

Debbie Willing,

Defendant.

C.A. No.:

COMPLAINT

RICHLAND COUNTY
FILED
2015 DEC -4 PM 4:23
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

Plaintiff above-named Complaining of the Defendant herein alleges that:

FOR A FIRST CAUSE OF ACTION

1. Plaintiff and Defendant are residents and citizens of Richland County, South Carolina.
2. For many years prior to the institution of this action, the Plaintiff and Defendant lived either as husband and wife or like husband and wife.
3. The parties had a business relationship wherein and whereby they shared income. They shared assets. They shared expenses.
4. The parties recently separated and the Plaintiff filed an action in Family Court. The Defendant has filed an Answer in Family Court wherein she has denied the existence of a marital relationship and has denied the Family Court has jurisdiction over this matter.
5. The Defendant is judicially estopped to take positions contrary to those taken in Family Court.
6. Assuming there was no common law marriage, then the parties had a partnership. The partners owned various property together and Plaintiff is entitled to an accounting.
7. This Court should inquire into the matter set forth herein and should declare the parties hold various property as tenants in partnership.

8. This Court should order an accounting requiring the Defendant to appear and to account for the marital assets.

9. Plaintiff is entitled to a winding up of the partnership affairs. This Court should order a winding up of the partnership affairs and should issue such order as is just and proper as to the division of partnership property.

FOR A SECOND CAUSE OF ACTION

10. The Plaintiff hereby reasserts and realleges each and every allegation set forth above as fully as if set forth verbatim.

11. The Defendant has breached her fiduciary duty to the partnership in that she has excluded the Plaintiff from the property and has converted all the partnership assets to her own self.

12. The conduct complained of herein amounts to a breach of fiduciary duty and a breach of trust.

13. As a direct and proximate result of the aforementioned breach of trust, the Plaintiff has been denied the benefit of his bargain; has lost his property; has lost significant amounts of income and profit; and has totally lost the value of his investment all to his damage both actual and punitive.

14. Plaintiff is entitled to judgment against the Defendant for actual and punitive damages.

FOR A THIRD CAUSE OF ACTION

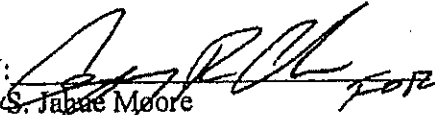
15. The Plaintiff hereby reasserts and realleges each and every allegation set forth above as fully as if set forth verbatim.

16. The Defendant has wrongfully converted significant amounts of Plaintiff's property.

17. As a direct and proximate result of the aforementioned wrongful conversion, the Plaintiff has sustained the damages set forth above and Plaintiff is entitled to judgment against the Defendant for actual and punitive damages.

WHEREFORE, Plaintiff prays for judgment against the Defendant for actual damages; for punitive damages; for an Order declaring the rights of the parties on to another; for an accounting; for a division of partnership properties; for a winding up and termination of partnership affairs; and for such other and further relief as this Court might deem just and proper.

MOORE TAYLOR LAW FIRM, P.A.

BY: 
S. Jabae Moore
1700 Sunset Boulevard
P. O. Box 5709
West Columbia, SC 29171
(803) 796-9160

ATTORNEY FOR THE PLAINTIFF

West Columbia, South Carolina
December 3, 2015



1031 MIDDLETON ST.
ORANGEBURG, SC
803-531-6300
FAX: 803-536-6001

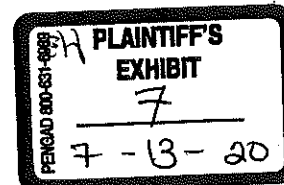
JEFFRIES LAW FIRM, LLC

BRYAN S. JEFFRIES
LAKESHA W. JEFFRIES

WWW.JEFFRIESLAWSC.COM

1345 GARNER LN. STE 202
COLUMBIA, SC
803-772-7300
MAIL: P.O. Box 646
ORANGEBURG, SC 29116

January 25, 2016



S. Jahue Moore, Esquire
P.O. Box 5709
West Columbia, SC 29171

RE: JIMMY HELMS VS. DEBBIE WILLING
CASE NO: 2015-CP-40-7268

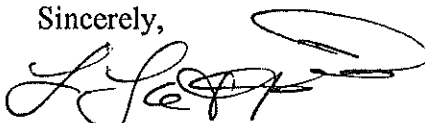
Dear Jahue:

Please find enclosed herewith and served upon you the **Defendant's First Set of Interrogatories to Plaintiff along with Defendant's First Requests for Production to Plaintiff** regarding the above-referenced case.

Thank you for your immediate attention to this matter.

With kindest regards, I am

Sincerely,

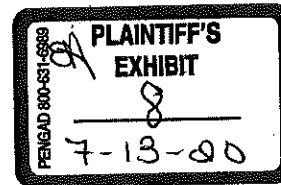


Lakesha Jeffries

Enclosure

CC: Debbie Willing

ROA 000460



S. Jahue Moore†
J. Mark Taylor*
C. Vance Stricklin, Jr.
James Edward Bradley†
Sheila McNair Robinson
Christian G. Spradley
C. David Sawyer, Jr.
William H. Edwards
Stanley L. Myers
Jane H. Downey*
S. Jahue Moore, Jr.
John C. Bradley, Jr.
Melissa K. Moore
William B. Fortino
Ralph Nichols Riley, Jr.
Amber Cary Fulmer
Sarah Taylor Cassidy
Gregory R. Close
Robert D. Hazel
OF COUNSEL
Billy C. Coleman
RETIRED

February 11, 2016

Mr. Jimmy Helms
1905 Oceola Street
Columbia, SC 29205

RE: Jimmy Helms v. Debbie Willing

Dear Jimmy:

We have been sent written discovery. I need for you to respond to these as best you can. Please get whatever documents you can in response to these and schedule a short appointment. I will put everything in proper form. Once you get the information, please call Tammy or Diane and let's set a time so we can meet.

I look forward to seeing you soon.

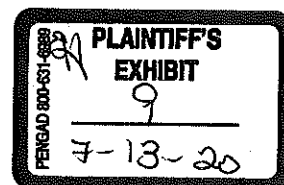
Yours very truly,

S. Jahue Moore

SJM:dc
Enclosures

1700 Sunset Boulevard, West Columbia SC 29169 | PO Box 5709, West Columbia SC 29171

TEL 803.796.9160 FAX 803.791.8410 www.mooretaylorlaw.com



March 08, 2016

MR JAMES O HELMS SR
DBA JIMMY'S MINI MART
812 MEETING ST
WEST COLUMBIA SC 29169-7306

Re: Service Address: 812 MEETING ST
Account Number: 8-2100-6634-8617

MR JAMES O HELMS SR:

SCE&G currently provides electric and/or natural gas service to the above referenced account number and service address in the name of MR JAMES O HELMS SR. The customer's service began on 06/29/2005.

If you have any questions or need additional assistance, please call us at 1-800-251-7234. Our Customer Service Representatives are available to help you.

Sincerely,

SCE&G Customer Service

CS09897



March 08, 2016

MR JAMES O HELMS SR
DBA JIMMY'S MINI MART
812 MEETING ST
WEST COLUMBIA SC 29169-7306

Re: Service Address: 812 MEETING ST
Account Number: X-XXXX-XXXX-8617

MR JAMES O HELMS SR:

Thank you for giving us the opportunity to serve you and for your recent request concerning the payment history on the above referenced account. Our records show you have had service with SCE&G from 06/29/2005 to 05/13/2014. The following is a credit history of your account for the last 12 months of service.

1. Number of 30 Day Delinquent Bills	12
2. Number of Returned Items	0
3. Number of Disconnections for Non-Payment	0
4. Account Balance	\$0.00

If you have any questions or need additional assistance, please call us at 1-800-251-7234. Our Customer Service Representatives are available to help you.

We are committed to earning your business every day and look forward to doing so.

Remarks:

Sincerely,

SCE&G Customer Service

JIMMY HELMS DBA
JIMMY'S MINI MART
1904 OCEOLA ST
COLUMBIA SC 29205-3712

Page 1 of 2
Account Number 803 794-0090 651 1891
Billing Date Oct 7, 2015

Web Site att.com



Monthly Statement



No text is worth a life.
Take the pledge at itcanwait.com

Bill-At-A-Glance

Previous Bill	196.84
Payment Received 9-21 Thank You!	196.64CR
Adjustments	.00
Balance	.00
Current Charges	196.55
Total Amount Due	\$196.55
Amount Due in Full by	Oct 29, 2015

Billing Summary

Online: att.com/myatt	Page	
Plans and Services	1	100.87
1 866 620-6000		
PIN: 0292		
Repair Service:		
1 866 620-6900		
AT&T Long Distance Service	2	26.68
1 866 620-6000		
Internet Services	2	69.00
1 888 321-2375		
Total Current Charges		196.55

News You Can Use Summary

• PREVENT DISCONNECT • CARRIER INFORMATION
• PRICE INCREASE
See "News You Can Use" for additional information.

Plans and Services

Promotions and Discounts

Item	No.	Description	
1.		Discount for All For Less - Complete Choice for Business for Bill Period Oct 7, 2015 EE414C09C.	75.0000

Monthly Service - Oct 7 thru Nov 6

	<u>Quantity</u>	
2. Complete Choice® 2 Lines	1	145.00
Business Line		
Call Forwarding		
Call Return		
Call Trace		
Caller-ID Name-Number Delivery		
Anonymous Call Blocking		

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item	Quantity	Monthly Rate	Amount Billed
Activity on Sep 30, 2015			
Charges for #03 794-0090			
Your bill reflects a credit for a change in rates for:			
(Monthly Charges were Billed in Advance and are Prorated from Oct 1, 2015 through Oct 6, 2015)			
3. Federal Universal Service Fee	2	.06	\$2CR

Surcharges and Other Fees

Item No.	Description	Quantity	
4	SC - Municipal Bus Lic Tax		.91
5	Federal Subscriber Line Charge	2	15.36
6	Federal Universal Svc Fee-Mult	2	3.04
7	Local Universal Service Charge		1.87
8	Intrastate Universal Svc Chrg		.48
Total Surcharges and Other Fees			21.56

Government Fees and Taxes

Item No.	Description	Quantity	
9.	Federal Excise Tax		2.60
10.	SC - State/Local Tax		5.07
11.	Telecommunications Relay Svc	2	.50
12.	Emergency 911 - Lexington County		1.00
Total Governmental Fees and Taxes			9.23

Total Plans and Services

100.87

Local Services provided by AT&T South Carolina.

Return bottom portion with your check in the enclosed envelope.

DUE BY: Oct 29, 2015 \$196.55

Amount After Nov 7, 2015 \$199.50



Billing Date Oct 7, 2015

Account Number 803 794-0090 651 1891
Please include your account number on your check.

JIMMY HELMS DBA
JIMMY'S MINI MART
1904 OCEOLA ST
COLUMBIA SC 29205-3712

Make checks payable to:

AT&T
PO BOX 105262
ATLANTA GA 30348-5262



3900 80379400906518 8000295999915 189021000000000000000000019655

ROA 000464



JIMMY HELMS DBA
JIMMY'S MINI MART
1904 OCEOLA ST
COLUMBIA SC 29205-3712

Page 2 of 2
Account Number 803 794-0090 651 1891
Billing Date Oct 7, 2015

AT&T Long Distance Service

Important Information

FEDERAL REGULATORY FEE INCREASE
Effective December 12, 2015, AT&T Long Distance Service will increase the Federal Regulatory Fee from 1.92% to 2.59%. The Federal Regulatory Fee applies to the total billed charges for interstate and international telecommunications services. This fee is a non-discountable monthly charge to recover amounts paid to the federal government for regulatory costs and telecommunications services for the hearing impaired. Please contact your Account Manager or the number on your bill for more information.

Monthly Service

Charges for 803 794-0090

Type of Service	Period	
1. Bus. Int'l calling Basic Monthly Fee	09/17-10/16	3.00
2. Bus Unlimited Ctg V2 Plan Monthly Fee	09/17-10/16	20.00
Total Charges for 803 794-0090		23.00
Total Monthly Service		23.00

Surcharges and Other Fees

3. Federal Regulatory Fee	.33
4. Federal Universal Service Fee	2.51
5. S.C. Universal Service Cost Recovery Fee	.58
Total Surcharges and Other Fees	3.42

Government Fees and Taxes

6. SC - Municipal Bus Lic Tax	26

Total AT&T Long Distance Service 26.68

Internet Services

Important Information

For Billing Inquiries call:
High Speed Internet (DSL): 888.321.2375
Web Hosting: 888.932.4678
Tech Support 360: 877.265.3410
Microsoft Office 365: 866.531.4891
WiFi Sm Site: 855.288.9434

NOTICE: Charges appearing in this section are for services provided by AT&T Corp. and/or by BellSouth Telecommunications, LLC.

Itemized Charges and Credits

Billed on Behalf of BellSouth Telecommunications, Inc
Questions Concerning Internet Charges (180000)

Call Toll Free 1 888 321-2375

803 794-0090

Charges for Sep 01, 2015 thru Sep 30, 2015

AT&T Internet Charges

User ID: jimmysmainint@bellsouth.net

DSL: 803 938-1579

7. FastAccess Business Static IP	55.00
From Sep 01 thru Sep 30	
Total Billed on Behalf of BellSouth Telecommunications, Inc	55.00

Billed on Behalf of AT&T Corp.

Tech Support 360

Charges for 803 938-1579

8. ALL FOR LESS STANDARD TECH PKG	14.00
Service Date: 09/13/15 - 10/12/15	
Total Billed on Behalf of AT&T Corp.	14.00
Total Itemized Charges and Credits	69.00

Total Internet Services 69.00

News You Can Use

PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$188.55. Also, neglecting to pay for remaining charges may result in interruption or removal of these remaining services or further collection action.

CARRIER INFORMATION

Our records indicate that you have selected AT&T Long Distance Service or a company that resells their services as your primary local toll carrier and AT&T Long Distance Service or a company that resells their services as your primary long distance carrier. Please contact us if this does not agree with your records.

PRICE INCREASE

Effective on or after November 1, 2015, the monthly rate for the Complete Choice for Business (CCB) Packages will increase. Customers currently on a contract with a percentage discount off the monthly rate, or an All For Less discount will continue to receive the contracted discount off the new CCB monthly rate. For a full list of affected rates, please go to <http://cpr.att.com/pdf/sc/news/scnews.htm>. For questions about this change, or to inquire about money-saving options, please contact an AT&T Service Representative at the toll-free number on your bill.

Terms and Conditions

LATE CHARGE REMINDER

An additional charge at the rate of 1.5% for regulated charges and at the rate as provided in your terms of service for unregulated charges may apply to an unpaid balance as of your next bill date.

©2009 AT&T Intellectual Property. All rights reserved.



2931.008.089891.01.01.0000000 YNNNNNNY 006965.062725



COLUMBIA SC 29205-3712
1904 OCEOLA ST
JIMMY'S MINI MART
JIMMY HELMS DBA

2931.008.089891 1 AV 0.391 mo

ROA 000465



JIMMY HELMS
1905 OCEOLA ST
COLUMBIA, SC 29205-3711

June 16, 2016

RE: 145641210

Dear JIMMY HELMS:

Did you forget to pay your bill? Our records show that your account balance is \$56.51 which includes a past due amount of \$56.51. If you have already sent your payment, we thank you and please disregard this notice.

If payment is not received by June 22, 2016 your AT&T services may be temporarily disconnected. If your service is temporarily disconnected, in addition to paying all outstanding charges, a restoral charge may apply. For accounts that remain unpaid for 28 days after interruption, service will be permanently disconnected. Upon disconnection, installation charges may apply to reconnect the service.

If you have enrolled in Automatic Bill Pay within the past 60 days, it could be that enrollment has not completely processed. Please pay past due balance immediately to avoid temporary disconnection.

If you have any questions about your account, please call us at 1-800-288-2020. Payments made with an AT&T representative may be subject to a \$5.00 convenience fee.

Thank you for choosing AT&T.

Make your payment via one of our convenient options:
Online: att.com/pay (Consumer) or smb.att.com (Business)
Via mobile app: myAT&T (where available)
By Phone via: Interactive Voice Response system at 1-800-288-2020

VSNU99C

AMOUNT DUE: \$56.51

Account Number **145641210**
Please include your account number on your check.

JIMMY HELMS
1905 OCEOLA ST
COLUMBIA, SC 29205-3711

Make Checks Payable to:

AT&T
PO BOX 5014
CAROL STREAM IL 60197-5014





JIMMY HELMS
1905 OCEOLA ST
COLUMBIA, SC 29205-3711

August 13, 2016

RE: 145641210

Dear JIMMY HELMS:

Did you forget to pay your bill? Our records show that your account balance is \$122.56 which includes a past due amount of \$122.56. If you have already sent your payment, we thank you and please disregard this notice.

If payment is not received by August 19, 2016 your AT&T services may be temporarily disconnected. If your service is temporarily disconnected, in addition to paying all outstanding charges, a restoral charge may apply. For accounts that remain unpaid for 28 days after interruption, service will be permanently disconnected. Upon disconnection, installation charges may apply to reconnect the service.

If you have enrolled in Automatic Bill Pay within the past 60 days, it could be that enrollment has not completely processed. Please pay past due balance immediately to avoid temporary disconnection.

If you have any questions about your account, please call us at 1-800-288-2020. Payments made with an AT&T representative may be subject to a \$5.00 convenience fee.

Thank you for choosing AT&T.

Make your payment via one of our convenient options:
Online: att.com/pay (Consumer) or smb.att.com (Business)
Via mobile app: myAT&T (where available)
By Phone via: Interactive Voice Response system at 1-800-288-2020

VSNU99C

Printed on Recycled Paper

AMOUNT DUE: \$122.56

Account Number **145641210**
Please include your account number on your check.

JIMMY HELMS
1905 OCEOLA ST
COLUMBIA, SC 29205-3711

Make Checks Payable to:

AT&T
PO BOX 5014
CAROL STREAM IL 60197-5014



400040510021456412106000000010608000000012256000000

ROA 000467



AT&T

JIMMY HELMS
1905 OCEOLA ST
COLUMBIA, SC 29205-3711

November 29, 2016

IMPORTANT ACCOUNT INFORMATION BELOW



Records.com is the easiest way to manage your account. For more information, visit att.com/myatt or call 1-800-288-2020.

RE: 145641210

Dear JIMMY HELMS:

Did you forget to pay your bill? Our records show that your account balance is \$147.12 which includes a past due amount of \$73.56. If you have already sent your payment, we thank you and please disregard this notice.

If payment is not received by December 05, 2016 your AT&T services may be temporarily disconnected. If your service is temporarily disconnected, in addition to paying all outstanding charges, a restoral charge may apply. For accounts that remain unpaid for 28 days after interruption, service will be permanently disconnected. Upon disconnection, installation charges may apply to reconnect the service.

If you have enrolled in Automatic Bill Pay within the past 60 days, it could be that enrollment has not completely processed. Please pay past due balance immediately to avoid temporary disconnection.

If you have any questions about your account, please call us at 1-800-288-2020. Payments made with an AT&T representative may be subject to a \$5.00 convenience fee.

Thank you for choosing AT&T.

Make your payment via one of our convenient options.

Online: att.com/pay (Consumer) or smb.att.com (Business)

Via mobile app: myAT&T (where available)

By Phone via: Interactive Voice Response system at 1-800-288-2020

VSNU99C

AMOUNT DUE: \$147.12Account Number **145641210**

Please include your account number on your check.

JIMMY HELMS
1905 OCEOLA ST
COLUMBIA, SC 29205-3711

Make Checks Payable to:

AT&T
PO BOX 5014
CAROL STREAM IL 60197-5014





May 17, 2016

RE: 145641210

Dear JIMMY HELMS:

Did you forget to pay your bill? Our records show that your account balance is \$96.51 which includes a past due amount of \$96.51. If you have already sent your payment, we thank you and please disregard this notice.

If payment is not received by May 23, 2016 your AT&T services may be temporarily disconnected. If your service is temporarily disconnected, in addition to paying all outstanding charges, a restoral charge may apply. For accounts that remain unpaid for 28 days after interruption, service will be permanently disconnected. Upon disconnection, installation charges may apply to reconnect the service.

If you have enrolled in Automatic Bill Pay within the past 60 days, it could be that enrollment has not completely processed. Please pay past due balance immediately to avoid temporary disconnection.

If you have any questions about your account, please call us at 1-800-288-2020. Payments made with an AT&T representative may be subject to a \$5.00 convenience fee.

Thank you for choosing AT&T.

Make your payment via one of our convenient options:

(Online: att.com/pay (Consumer) or sinh.att.com (Business))

Via mobile app: myAT&T (where available)

By Phone via: Interactive Voice Response system at 1-800-288-2020

VSNU99C

AMOUNT DUE: \$96.51

Account Number 145641210

Please include your account number on your check.

JIMMY HELMS
1905 OCEOLA ST
COLUMBIA, SC 29205-3711

Make Checks Payable to:

AT&T
PO BOX 5014
CAROL STREAM IL 60197-5014



4000405100214564121060000000000000000000000009651000009

ROA 000469



JIMMY HELMS
1905 OCEOLA ST
COLUMBIA, SC 29205-3711

July 26, 2016

RE: 145641210

Dear JIMMY HELMS:

Did you forget to pay your bill? Our records show that your account balance is \$106.08 which includes a past due amount of \$106.08. If you have already sent your payment, we thank you and please disregard this notice.

If payment is not received by August 01, 2016 your AT&T services may be temporarily disconnected. If your service is temporarily disconnected, in addition to paying all outstanding charges, a restoral charge may apply. For accounts that remain unpaid for 28 days after interruption, service will be permanently disconnected. Upon disconnection, installation charges may apply to reconnect the service.

If you have enrolled in Automatic Bill Pay within the past 60 days, it could be that enrollment has not completely processed. Please pay past due balance immediately to avoid temporary disconnection.

If you have any questions about your account, please call us at 1-800-288-2020. Payments made with an AT&T representative may be subject to a \$5.00 convenience fee.

Thank you for choosing AT&T.

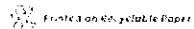
Make your payment via one of our convenient options:

Online: att.com/pay (Consumer) or smb.att.com (Business)

Via mobile app: myAT&T (where available)

By Phone via: Interactive Voice Response system at 1-800-288-2020

VSNU99C



AMOUNT DUE: \$106.08

Account Number 145641210

Please include your account number on your check.

JIMMY HELMS
1905 OCEOLA ST
COLUMBIA, SC 29205-3711

Make Checks Payable to:

AT&T
PO BOX 5014
CAROL STREAM IL 60197-5014



4000405100214564121060000000565100000010608000001

ROA 000470

Monthly Statement



No text is worth a life.
Take the pledge at itcanwait.com

Bill-At-A-Glance

Previous Bill	198.55
Payment Received 10-29 Thank You!	200.00CR
Adjustments	.00
Balance	3.45CR
Current Charges	212.49
Total Amount Due	\$209.04
Current Charges Due in Full by	Nov 29, 2015

Billing Summary

Online: att.com/myatt	Page	
Plans and Services	1	116.87
1 866 620-6000		
PIN: 0292		
Repair Service:		
1 866 620-6900		
AT&T Long Distance Service	1	26.62
1 866 620-6000		
Internet Services	2	69.00
1 888 321-2375		
Total Current Charges		212.49

News You Can Use Summary

- PREVENT DISCONNECT • CARRIER INFORMATION
• SERVICE WITHDRAWAL
See 'News You Can Use' for additional information.

Plans and Services

Promotions and Discounts

Item No.	Description	
1.	Discount for All For Less - Complete Choice for Business for Bill Period Nov 7, 2015 EE414CQ9C.	75.00CR

Monthly Service - Nov 7 thru Dec 6

	Quantity	
2. Complete Choice® 2 Lines	1	159.00
Business Line		
Call Forwarding		
Call Return		
Call Trace		
Caller-ID Name-Number Delivery		
Anonymous Call Blocking		

Surcharges and Other Fees

Item		
No.	Description	Quantity
3.	SC - Municipal Bus Lic Tax	1.05
4.	Federal Subscriber Line Charge	2 15.36
5.	Federal Universal Svc Fee-Mult	2 3.04
6.	Local Universal Service Charge	2.24
7.	Intrastate Universal Svc Chrg	.49
Total	Surcharges and Other Fees	22.18

Government Fees and Taxes

Item		
No.	Description	Quantity
8.	Federal Excise Tax	3.10
9.	SC - State/Local Tax	6.09
10.	Telecommunications Relay Svc	2 .50
11.	Emergency 911 - Lexington County	1.00
Total Government Fees and Taxes		10.69

Total Plans and Services	116.87

AT&T Long Distance Service

Monthly Service

Charges for 803 794-0090			
Type of Service	Period		
12. Bus. Int'l calling Basic Monthly Fee	10/17-11/16	3.00	
13. Bus Unlimited Clg V2 Plan Monthly Fee	10/17-11/16	20.00	
Total Charges for 803 794-0090			23.00
Total Monthly Service			23.00

Local Services provided by AT&T South Carolina.

Return bottom portion with your check in the enclosed envelope.

DUE BY: Nov 29, 2015 \$209.04

Amount After Dec 7, 2015 \$212.18



Billing Date Nov 7, 2015

Account Number **803 794-0090 651 1891**
Please include your account number on your check.

Make checks payable to:

AT&T
PO BOX 105262
ATLANTA GA 30348-5262



JIMMY HELMS DBA
JIMMY'S MINI MART
1904 OCEOLA ST
COLUMBIA SC 29205-3712



JIMMY HELMS DBA
JIMMY'S MINI MART
1904 OCEOLA ST
COLUMBIA SC 29205-3712

Page 2 of 2
Account Number 803 794-0090 851 1891
Billing Date Nov 7, 2015

AT&T Long Distance Service

Surcharges and Other Fees

1. Federal Regulatory Fee	.33
2. Federal Universal Service Fee	2.45
3. S.C. Universal Service Cost Recovery Fee	.58
Total Surcharges and Other Fees	3.36

Government Fees and Taxes

4. SC - Municipal Bus Lic Tax	26

Total AT&T Long Distance Service 26.62

Internet Services

Important Information

For Billing Inquiries call:
High Speed Internet (DSL): 888.321.2375
Web Hosting: 888.932.4878
Tech Support 360: 877.265.3410
Microsoft Office 365: 866.531.4891
WiFi Sm Site: 855.288.9434

NOTICE: Charges appearing in this section are for services provided by AT&T Corp. and/or by BellSouth Telecommunications, LLC.

Itemized Charges and Credits

Billed on Behalf of BellSouth Telecommunications, Inc

Questions Concerning Internet Charges (1900000)

Call Toll Free 1 888 321-2375

803 794-0090

Charges for Oct 01, 2015 thru Oct 31, 2015

AT&T Internet Charges

User ID: jimmyminimart@bellsouth.net

DSL: 803 836-1579

5. FastAccess Business Static IP 55.00

From Oct 01 thru Oct 31

Total Billed on Behalf of BellSouth Telecommunications, Inc 55.00

Billed on Behalf of AT&T Corp.

Tech Support 360

Charges for 803 936-1579

6. ALL FOR LESS STANDARD TECH PKG 14.00

Service Date: 10/13/15 - 11/12/15

Total Billed on Behalf of AT&T Corp. 14.00

Total Itemized Charges and Credits 69.00

Total Internet Services 69.00

News You Can Use

PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$209.04. Also, neglecting to pay for remaining charges may result in interruption or removal of these remaining services or further collection action.

CARRIER INFORMATION

Our records indicate that you have selected AT&T Long Distance Service or a company that resells their services as your primary local toll carrier and AT&T Long Distance Service or a company that resells their services as your primary long distance carrier. Please contact us if this does not agree with your records.

SERVICE WITHDRAWAL

Pending state and regulatory approval where applicable, BellSouth Telecommunications, LLC d/b/a AT&T South Carolina (AT&T) and BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service will discontinue the following services on or after March 18, 2018: Bill to a Third Number, Verification and Emergency Interrupt Service, Collect calls, Person-to-Person calls, Zero Minus (0-) Charging, and International Directory Assistance. The FCC will normally authorize this proposed discontinuance of service (or reduction or impairment) unless it is shown that customers would be unable to receive service or a reasonable substitute from another carrier or that the public convenience and necessity is otherwise adversely affected. If you wish to object, you should file your comments as soon as possible, but no later than 30 days after the Commission releases public notice of the proposed discontinuance. You may file them electronically through the FCC's Electronic Comment Filing System using the docket number established in the Commission's public notice for this proceeding, or you may address them to the Federal Communications Commission, Wireline Competition Bureau, Competition Policy Division, Washington, DC 20554, and include in your comments a reference to the \$63.71 Application of AT&T South Carolina and AT&T Long Distance Service. Comments should include specific information about the impact of this proposed discontinuance (or reduction or impairment) upon you or your company, including any inability to acquire reasonable substitute service. AT&T Customer Service can be reached at the toll-free number on your bill. Thank you, AT&T, 80 West Avenue, Room 405, Wayne, PA 19087.

Terms and Conditions

LATE CHARGE REMINDER

An additional charge at the rate of 1.5% for regulated charges and at the rate as provided in your terms of service for unregulated charges may apply to an unpaid balance as of your next bill date.

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2296.068.083353.01.01.0000000 YNNNNNNY 008871.060811

COLUMBIA SC 29205-3711
1905 OCEOLA ST
JIMMY'S MINI MART
JIMMY HELMS DBA



2296.8331.83353 1 AV 0.391 mo

ROA 000472



AT&T

JIMMY HELMS
1905 OCEOLA ST
COLUMBIA, SC 29205-3711

December 15, 2016

IMPORTANT ACCOUNT INFORMATION BELOW



Seconds count. There's a faster way to manage your account. Text "manage" to 8758 or your smartphone to download the myAT&T app!

RE: 145641210

Dear JIMMY HELMS:

Did you forget to pay your bill? Our records show that your account balance is \$73.56 which includes a past due amount of \$73.56. If you have already sent your payment, we thank you and please disregard this notice.

If payment is not received by December 21, 2016 your AT&T services may be temporarily disconnected. If your service is temporarily disconnected, in addition to paying all outstanding charges, a restoral charge may apply. For accounts that remain unpaid for 28 days after interruption, service will be permanently disconnected. Upon disconnection, installation charges may apply to reconnect the service.

If you have enrolled in Automatic Bill Pay within the past 60 days, it could be that enrollment has not completely processed. Please pay past due balance immediately to avoid temporary disconnection.

If you have any questions about your account, please call us at 1-800-288-2020. Payments made with an AT&T representative may be subject to a \$5.00 convenience fee.

Thank you for choosing AT&T.

Make your payment via one of our convenient options:

Online: att.com/pay (Consumer) or smb.att.com (Business)

Via mobile app: myAT&T (where available)

By Phone via: Interactive Voice Response system at 1-800-288-2020

VSNU99C

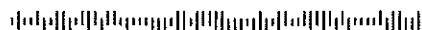
AMOUNT DUE: \$73.56

Account Number **145641210**
Please include your account number on your check.

JIMMY HELMS
1905 OCEOLA ST
COLUMBIA, SC 29205-3711

Make Checks Payable to:

AT&T
PO BOX 5014
CAROL STREAM IL 60197-5014



RECEIPT FOR EXHIBITS

Case No. 2015-CP-40-
 Plaintiff: Jimmy Helms
 Defendant: Debbie Willing
 Date Trial Started: 7-13-2020

Judge Manning, L.C.
 Plt's Atty. Moore, S.J.
 Def's Atty. Jeffries, L.
 Date Trial Ended: 7 - - 2020

Received of Elizabeth Harris, Court Reporter for the above case, these exhibits:

			Clerk of Court Use
D-1	Real Estate Title	EV	
D-2	Real Estate Title	EV	
D-3	Real Estate Title	EV	
D-4	Real Estate Title	EV	
D-5	Real Estate Title	EV	
D-6	Real Estate Title	EV	
D-7	Real Estate Title	EV	
D-8	Real Estate Title	EV	
D-9	Mortgage	EV	
D-10	Satisfaction of Mortgage	EV	
D-11	Mortgage	EV	
D-12	Satisfaction of Mortgage	EV	
D-13	~~Title~~ Real Estate Title	EV	
D-14	Agreement	EV	
15			
16			
17			
18			
19			
20			

This 14th day of July, 2020.

Page 2 of 2

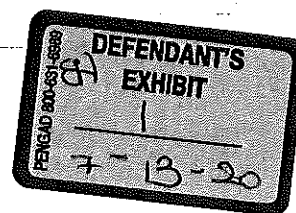
By:

Richland County Clerk of Court

Clerk should retain white copy in Civil cases, yellow copy in Criminal cases.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

TITLE TO REAL ESTATE



KNOW ALL MEN BY THESE PRESENTS, that I,

EARL F. DAVIS,

in the State aforesaid, for and in consideration of the sum of Thirty-six Thousand and No/100 (\$36,000.00) Dollars to me paid by SCOTT M. WILLING AND DEBORAH R. WILLING, in the State aforesaid, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

SCOTT M. WILLING AND DEBORAH R. WILLING, THEIR HEIRS AND ASSIGNS:

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the City of Columbia, in the County of Richland, State of South Carolina, being shown and delineated as Lot Seventeen (17) and the Eastern One-half ($\frac{1}{2}$) of Lot Eighteen (18), Block Six (6) on a Plat of South Rosehill, made by Tomlinson Engineering Company, dated July 1, 1940, recorded in the Office of the Register of Deeds for Richland County in Plat Book "1", at page 107, and being more particularly shown and delineated on a Plat prepared for Earl F. Davis and Marie S. Davis by Claude R. McMillan, Jr., dated May 27, 1975, recorded in Plat Book X, at page 3899, being bounded together and having the following boundaries and measurements, to wit: On the North by Ocoola Street, whereon it fronts and measures 75 feet; on the East by Lots 1 and 2, Block 6, whereon it measures 108.3 feet; on the South by Lot 16, Block 6, whereon it measures 150 feet; on the West by South Saluda Avenue, whereon it measures 54 feet; on the North by the remaining portion of Lot 18, Block "6", whereon it measures 75 feet; and on the West by the remaining portion of Lot 18, Block 6, whereon it measures 54 feet, be all measurements a little more or less.

This being the identical property conveyed to Earl F. Davis and Marie S. Davis by Deed of Alberta Busques, Fannie Chapman and W. Demos Busques, recorded on June 27, 1975, in deed Book D-351, at page 578, in the Office of the Register of Deeds for Richland County. Marie S. Davis died testate on January 17, 1997, devising her interest in this property to Earl F. Davis. The Deed of Distribution, dated August 30, 1999, was recorded on September 3, 1999, in Record Book 341, at page 2364.

Tax Map Number: 11212-08-02

Grantee's Address: 1904 Ocoola Street, Columbia, SC 29205

Book 00530-2078

1001046317 06/13/2001 15:43:28.39

Fee: \$10.00 County Tax: \$39.60 State Tax: \$93.60

Deed



ROA 000475

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 SCOTT M. WILLING AND DEBORAH R. WILLING, their Heirs and Assigns, forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said SCOTT M. WILLING AND DEBORAH R. WILLING, their Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 11th day of June in the year of our Lord Two Thousand One (2001), and in the Two Hundred Twenty-third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Donna D. Corley
Donna D. Corley

Earl F. Davis
EARL F. DAVIS

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PERSONALLY appeared before me Donna D. Corley and made oath that s/he saw the within-named EARL F. DAVIS sign, seal and as his act and deed, deliver the within Deed for the uses and purposes therein mentioned, and that s/he, with Timothy G. Driggers witnessed the execution thereof.

SWORN to before me this
11th day of June, 2001.

Donna D. Corley (L.S.)
Notary Public of South Carolina
My Commission Expires: Jan. 24, 2004

ROA 000476

Book 00945-2255

2004047331 06/14/2004 11:51:25.00

Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00

Quitclaim Deed

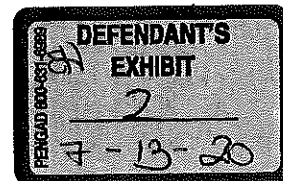


2004047331 John G. Norris

Richland County RCD

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

QUIT CLAIM DEED



KNOW ALL MEN BY THESE PRESENTS, SCOTT M. WILLING, (herein after referred to as "Grantors"), for and in the consideration of Five (\$5.00) Dollars, to the "Grantors", in hand paid at and before the sealing of these presents, by DEBORAH R. WILLING, (hereinafter referred to as "Grantee") in the State and County aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does quitclaim, grant, bargain, sell and releases unto the "grantee" her successors and assigns, all her right title and interest, in:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, LYING, BEING AND SITUATED IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT SEVENTEEN, AND THE EASTER ONE-HALF OF LOT EIGHTEEN, BLOCK SIX ON A PLAT PREPARED FOR EARL F. DAVIS AND MARIE S. DAVIS BY CLAUDE R. MCMILLAN, JR DATED MAY 27, 1975 AND RECORDED IN PLAT BOOK X AT PAGE 3899 AND RECORDED IN THE OFFICE OF THE RMC FOR RICHLAND COUNTY., BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

DERIVATION; THIS BEING THE SAME PROPERTY CONVEYED TO SCOTT M. WILLING AND DEBORAH R. WILLING BY DEED OF EARL F. DAVIS DATED 06/11/01 AND RECORDED 06/13/01 IN DEED BOOK R530 AT PAGE 2078 IN THE AFORESAID COUNTY.

TMS# 11212-08-02

TOGETHER WITH ALL the improvements, easements, right, privileges held or owned by or of Grantor in the above described real property.

TO HAVE TO HOLD, all and singular, the described property, together with the tenements, hereditaments, and appurtenances belonging to such property, or in anywise appertaining, and the rents, issues and profits of such property to Grantee, and Grantee's heirs and assigns forever.

IN WITNESS WHEREOF, Grantors have set her hand and seal this 4th day of May, 2004.

Scott M. Broderick
WITNESS Scott M. Broderick

Scott M. Willing
SCOTT M. WILLING

Barbara Gibson
WITNESS Barbara Gibson

STATE OF LOUISIANA
Parish
COUNTY OF EAST BATON ROUGE

Personally appeared before me, the undersigned witness and made oath that she/he saw the within named Grantor, sign, seal, and as their act and deed, deliver the within-written Quitclaim Deed for the uses and purposes therein mentioned, and that she/he, with the notary subscribed above, witnessed the execution thereof.

SWORN to before me this
4th day of MAY, 2004.

Scott M. Broderick
WITNESS Scott M. Broderick

William A. Massett
Notary Public
My commission expires: _____



OFFICIAL SEAL
WILLIAM A. MASSETT
NOTARY PUBLIC NO. 51852
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
My Commission Is for Life

Instrument not prepared by signing
Notary Public. Notary Public attesting to
signature(s) only.

William A. Massett
William A. Massett, Notary Public

Instrument: 2004014131

Book/Page: R 9112 : 80

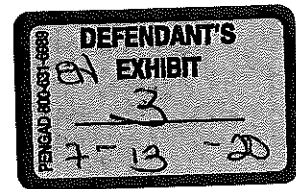
Date/Time: 03/19/2004 13:14:50:903

Document: 01

2004014131 FILED, RECORDED, INDEXED
 03/19/2004 13:14:50:903
 Rec Fee:\$10.00 St Fee:\$15.60
 Co Fee:\$6.60 Pages:3
 Lexington County ROD Debra M. Gunter
 DEED Bk:Pg 9112:80

Recorded by and to be
 returned to:

G. Robin Alley
 Isaacs & Alley, L.L.P.
 P.O. Box 8596
 Columbia, SC 29202



STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

TITLE TO REAL ESTATE

No Title Search Performed

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, THAT I, **Sandy M. Helms** in the State aforesaid, for and in consideration of six thousand \$ (6000.00) dollars, paid to me in hand before the sealing of these presents by **Debra Wiling**, in the State aforesaid the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **Debra Wiling**, all my right, title and interest in the following described property, to wit:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Lexington, State of South Carolina, being more fully shown and delineated as LOT TWELVE (12), on a plat of HARBOUR WATCH SUBDIVISION, PHASE I prepared by DS Atlantic, dated July 6, 1999 and recorded in the Office of the Register of Deeds for Lexington County in Plat Slide # 522, Plat #'s 8, 9 & 10, and Plat Slide # 523, Plat #'s 1, 2, 3, & 4, having such metes and bounds as will be shown by reference to said plat. The metes and bounds as shown on said plat are incorporated herein by reference thereto. Also, included is Boat Slip B-17.

This is the same property heretofore conveyed to Sandy M. Helms by Willows End Investment Company by deed dated February 29, 2000, and recorded March 9, 2000 in the ROD of, Lexington County in Deed Book 5684 at Page 68.

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO THAT CERTAIN DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HARBOUR WATCH PHASE I AS RECORDED IN RECORD BOOK 5496, AT PAGE 0001 IN THE OFFICE OF THE REGISTER OF DEEDS FOR LEXINGTON.

GRANTOR HEREBY ASSIGNS UNTO THE GRANTEE HEREIN, THE RIGHTS AND OBLIGATIONS ASSOCIATED WITH HARBOUR WATCH BOAT SLIP # B-17 UPON THE ACCEPTANCE OF THIS DEED AND

Lexington County Register of Deeds

Debra M. Gunter

ASSIGNED BOAT SLIP, THE GRANTEE SHALL BE DEEMED TO COVENANT AND AGREE TO ALL THE TERMS AND PROVISIONS OF THE COVENANTS REFERRED TO ABOVE ALL THE BY-LAWS OF THE BOAT OWNERS ASSOCIATION AND THE OBLIGATION TO PAY ALL BOAT OWNERS ASSOCIATION ASSESSMENTS. THE ASSIGNED RIGHTS AND OBLIGATIONS OF THE BOAT SLIP SHALL RUN THE LOT DESCRIBED ABOVE AND CANNOT BE SEPARATED FROM THE OWNERSHIP OF THE LOT DESCRIBED ABOVE.

Grantees address: 424 Lakeshore Drive
Leesville, SC 29070

TMS # 3000-02-033 P/O

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

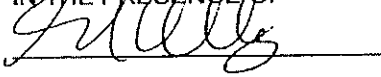
TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

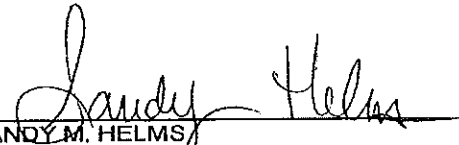
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **Debra Wiling**.

AND I do hereby bind myself and my heirs, executors, and administrators, to warrant and forever defend, all and singular, the said Premises unto the said **Debra Wiling** against myself and my heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 9 day of March, in the year of our Lord two thousand and four.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF


Vanessa Crawford


SANDY M. HELMS

Lexington County Register of Deeds

Debra M. Gunter

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named SANDY M. HELMS sign, seal and as her act and deed, deliver the within written Deed, and that he/she with the other witness witnessed the execution thereof.

Vanessa Crawford
Witness #1 or #2 (not Notary)

SWORN to before me, this

2 day of March, 2004.

[Signature] (L.S.)
Notary Public for South Carolina

My Commission Expires: 8-18-12

Lexington County Register of Deeds

Debra M. Gunter

TITLE TO REAL ESTATE

2005000437 FILED, RECORDED, INDEXED
 01/04/2005 10:57:03:390
 Rec Fee: \$10.00 St Fee: \$214.50
 Co Fee: \$90.75 Pages: 2
 Lexington County 800 Debra M. Gunter
 DEED Bk Pg 9819:184

KNOW ALL MEN BY THESE PRESENTS, That **Merrilyn Hall** (hereinafter called "Grantor"), for and in consideration of the sum of Eighty-two Thousand Five Hundred and No/100ths (\$82,500.00) Dollars to the Grantor in hand paid at and before the sealing of these presents, by **Deborah R. Willing** of 820 Meeting Street, West Columbia, SC 29169 (hereinafter called "Grantee") (the receipt of which is hereby acknowledged) has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the Grantee, his heirs, successors and assigns:

All that certain piece, parcel, lot or tract of land, with improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being more fully shown and delineated as 0.16 acre on a plat prepared for Merrilyn Hall by Associated E & S, Inc., dated February 7, 2000 and recorded in the Office of the ROD for Lexington County in Plat Book 5656 at Page 339 and having such metes and bounds as will be shown by reference to plat. The metes and bounds as shown on said plat are incorporated herein by reference.

This being the same property conveyed to Merrilyn Hall by deed Harry Melvin Manus, Jr. recorded February 22, 2000 in the Office of the ROD for Lexington County in Record Book 5656 at Page 337.

TMS #: 004657-11-005

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

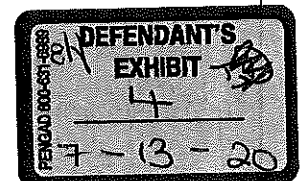
TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, his Heirs, Successors and Assigns forever.

And the Grantor does hereby bind himself and his heirs, to warrant and forever defend all and singular the premises unto the Grantee, His Heirs, Successors, and Assigns

Lexington County Register of Deeds

Debra M. Gunter



against himself and his heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

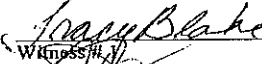
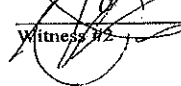
Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

Date: August 27, 2004


Merrilyn Hall (SEAL)

Sealed, signed and delivered
In the presence of

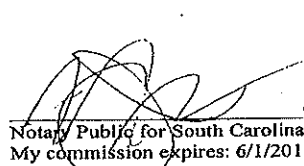

Witness #1

Witness #2

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within-names Grantor sign, seal and deliver the within Deed; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me August 27, 2004

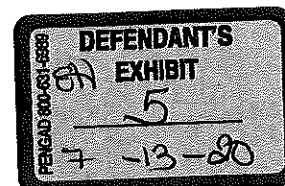

(SEAL)
Notary Public for South Carolina
My commission expires: 6/1/2011


Witness #1

Lexington County Register of Deeds

Debra M. Gunter

812 meeting
w. Colo



2006001064 FILED, RECORDED, INDEXED
01/06/2006 15:04:18:483
Rec Fee:\$10.00 St Fee:\$0.00 EXEMPT
Co Fee:\$0.00 Pages:3
Lexington County ROD Debra M. Gunter
DEED Rk:Pg 10745:45

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

KNOW ALL MEN BY THESE PRESENTS James O. Helms Grantor(s) in the state aforesaid, for And in consideration of Five and 00/100 (\$5.00) Dollars love and affection to me paid by Deborah R. Willing hereinafter referred to as Grantee(s) in the State aforesaid (the receipt of which is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Grantees, Deborah R. Willing, her heirs and assigns to the following described property:

SEE EXHIBIT "A-C"

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee(s) his Heirs and Assigns forever.

And the Grantor(s) do hereby bind Grantor(s) Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee(s) their Heirs and Assigns, against Grantor(s) and Grantor(s) Heirs and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

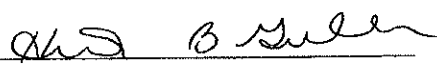
WITNESS my Hand and Seal This 6 day of January in the year of our Lord Two Thousand Six and in the two hundredth and twenty-ninth (229th) year of the Sovereignty and Independence of the United States of America.

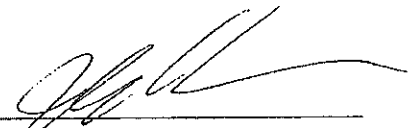
Lexington County Register of Deeds

Debra M. Gunter

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

)
1st Witness)


James O. Helms

)
2nd Witness)

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PERSONALLY appeared before me the undersigned and made oath that s/he saw the within-named Grantor(s) sign, seal, and, as his/her/their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and, that s/he, with the other witness subscribed above witnesses the execution thereof.

SWORN TO BEFORE ME THIS 6
DAY OF January 2006


Witness #1


NOTARY PUBLIC FOR SC
MY COMMISSION EXPIRES: 2/20/2016

Lexington County Register of Deeds

Debra M. Gunter

EXHIBIT "A"

All that certain piece, parcel or lot of land, situate lying and being in the North of the City of Columbia, County of Lexington, State of South Carolina, and being more particularly shown as 0.16 Acre on a plat prepared for Alvin T. Landers prepared by Associated E&S, Inc., dated 3-7-89 and recorded in Plat Book 231 at Page 382; be all measurements a little more or less.

TMS # 004657-11-010

Grantee's Address: 424 Lakeshore Drive, Leesville, SC 29070

Property Address: 812 Meeting Street, West Columbia, SC

This being the identical property conveyed to Grantor from Alvin T. Landers filed 5-10-02 in Book 7205 Page 224

Lexington County Register of Deeds

Debra M. Gantner

2009044434 FILED, RECORDED, INDEXED
 2009-09-25 11:26:18:283
 REC FEE: \$10.00 ST FEE: \$130.00
 CD FEE: \$55.00 Pages: 2
 Lexington County R.O.D. Debra M. Gunter
 DEED Bk:Pg 13861:61

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON)

DEED TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **ELIZABETH ANN SPAINHOUR**, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Fifty Thousand and no/100 (\$50,000.00) Dollars, to the Grantor(s) in hand paid at and before the sealing of these presents, by **DEBORAH R. WILLING**, (hereinafter referred to as "Grantee") in the State and County aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the Grantee, Her Heirs, Successors and Assigns:

All that piece, parcel or lot of land, situate, lying and being in the suburbs of the Town of West Columbia, in the County of Lexington, State of South Carolina (being known as 809 Shull Street) and being shown on a plat prepared for Elizabeth A. Spainhour by HPG and Company dated September 9, 2009, and recorded in the Office of the ROD for Lexington County in Plat Book 13861, at page 81, reference being made to said plat for a more complete and accurate description thereof.

DERIVATION: This being the same piece of property conveyed to Elizabeth Ann Spainhour by deed from Mary Elizabeth Manus dated August 2, 1985, and recorded in the Office of the RMC for Lexington County in Deed Book 744, at page 277.

TMS #004657-11-006

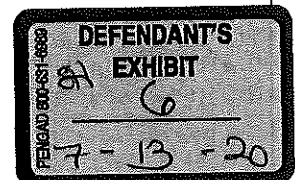
Grantee's Address: 1904 Oceola Street, Columbia, SC 29205

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, Her Heirs, Successors and Assigns forever.

And the Grantor does hereby bind herself and her heirs and assigns, to warrant and forever defend all and singular the premises unto the Grantee, Her Heirs, Successors and Assigns against herself and her heirs and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.



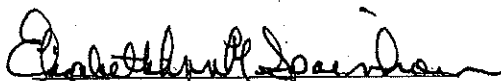
Any references in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS her Hand and Seal this 18 day of September, 2009.

Signed, Sealed and Delivered
in the Presence of:

Witness 1

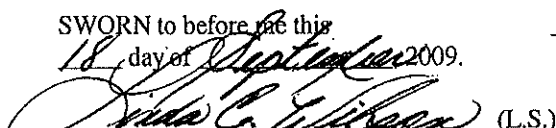
Witness 2

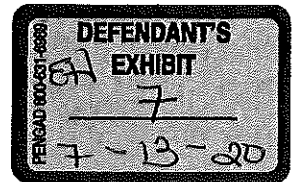

ELIZABETH ANN SPAINHOUR

STATE OF SOUTH CAROLINA)
COUNTY OF)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named Grantor(s) sign, seal and as his/her/their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that s/he, with the other witnesses subscribed above, witnessed the execution thereof.

SWORN to before me this
18 day of September, 2009.

 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 3/3/2012
RE-09-1019



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

DEED TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **C.F. SINGLETARY**, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Fifty Thousand and no/100 (\$50,000.00) Dollars, to the Grantor(s) in hand paid at and before the sealing of these presents, by **DEBORAH R. WILLING**, (hereinafter referred to as "Grantee") in the State and County aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the Grantee, Her Heirs, Successors and Assigns:

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown as Lot 18, Block 6, on a plat prepared for Curtis Michael Riddle & Lisa S. Riddle by Cox and Dinkins, Inc., dated September 10, 1982, and recorded in the Office of the RMC for Richland County in Plat Book Z, at page 2985, reference being made to said plat for a more accurate description thereof.

DERIVATION: This being the same piece of property conveyed to C.F. Singletary by deed from Henry G. Cisneros, Secretary Of Housing And Urban Development Of Washington, D.C. dated August 17, 1994, and recorded in the Office of the RMC for Richland County in Deed Book 1215, at page 565.

TMS #11212-8-1

Grantee's Address: 1904 Oceola Street, Columbia, SC 29205

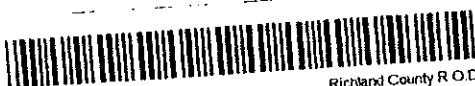
This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, Her Heirs, Successors and Assigns forever.

And the Grantor does hereby bind himself and his heirs and assigns, to warrant and forever defend all and singular the premises unto the Grantee, Her Heirs, Successors and Assigns against himself and his heirs and assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Book 1552-3448
2009066621 09/01/2009 11:00:23:580 Deed
Fee:\$10.00 County Tax:\$66.00 State Tax:\$130.00



2009066621 Richard W. Rodden

Richland County R.O.D.

ROA 000489

Any references in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS her Hand and Seal this 26 day of August, 2009.

Signed, Sealed and Delivered
in the Presence of:

Witness 1

C.F. Singletary
C.F. SINGLETARY

Witness 2

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHALND)

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named Grantor(s) sign, seal and as his/her/their act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that s/he, with the other witnesses subscribed above, witnessed the execution thereof.

SWORN to before me this

26 day of August, 2009.

Wanda C. Wilson (S.)

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 3/3/2014

RE-09-954

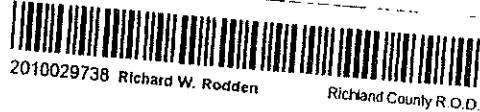
Book 1603-2569

2010029738 05/04/2010 14:47:11:187

Fee: \$10.00 County Tax: \$30.25

Deed
State Tax: \$71.50

Space above this line



2010029738 Richard W. Rodden

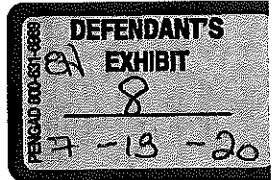
Richland County R.O.D.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

)
)
)

TITLE TO REAL ESTATE



KNOW ALL MEN BY THESE PRESENTS THAT, **LOIS M. BALL** herein referred to as Grantor for and in consideration of the sum of TWENTY SEVEN THOUSAND FIVE HUNDRED AND 00/100 (\$27,500.00) Dollars to me paid by **JAMES O. HELMS**, hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, his heirs, successors, and assigns forever:

All that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, lying and being on the Northern side of Ocoola Street in the City of Columbia, and being known by the current numbering system as 1905 Ocoola Street; the same being more particularly shown and designated as Lot F-2 on that certain plat prepared for Bruce H. Kinnie by Collingwood & Associates, Inc., dated April 27, 1982, and recorded in the Register of Deeds Office in Richland County in Plat Book Z, at Page 2536; reference being made to said plat for a more complete and accurate description of said property.

Derivation: This being the same parcel of property conveyed to Lois M. Ball and Earl Bell by deed of Warrant R. Hopper and Christine H. Hopper dated June 14, 1991 and recorded in the Office of the RMC for Richland County in Deed Book D1037 at page 675 on June 17, 1991; thereafter 1/2 interest conveyed to Lois M. Ball by deed of Earl Bell dated 3/13/95 and recorded in the RMC for Richland County in Deed Book 1247 at page 325.

TMS No: 11309-14-17

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, setback lines, and restrictions or protective covenants that may appear of record, on the recorded plat(s), or on the premises.

Grantee Address: 1905 Ocoola Street
Columbia, SC 29201

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, his heirs and assigns forever.

AND THE GRANTOR does hereby bind Grantor and the Grantor's heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against Grantor and Grantor's heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my Hand and Seal this 3rd day of May, in the year of our Lord 2010.

Signed, Sealed and Delivered
in the Presence of:

Witness 1

Witness 2

Lois M. Ball (SEAL)
Lois M. Ball

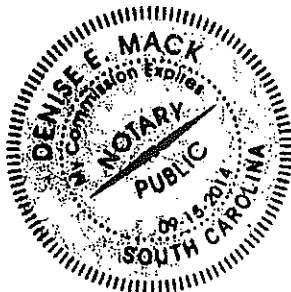
STATE OF South Carolina
COUNTY OF Lexington

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor sign, seal and, as her act and deed, deliver the within-written Deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 3 day of
May, 2010

Witness 1

Denise E. Mack (L.S.)
Notary Public for Lexington County, South Carolina
My Commission Expires: _____

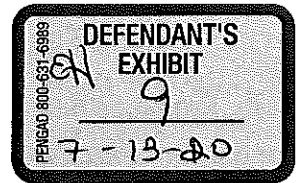




Book 1603-2571
2010029739 05/04/2010 14:47:11:280
Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00 Mortgage

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

MORTGAGE OF REAL ESTATE



TO WHOM ALL THESE PRESENTS MAY CONCERN:

WHEREAS, the said James O. Helms, in and by the certain Note or obligation bearing the date the 3 day of May, 2010 stands firmly bound unto Lois M. Ball in the sum of Seventeen Thousand Five Hundred and 00/100 (\$17,500.00) dollars as in and by the said Note (the "Note") and condition thereof, reference being thereunto had, will more fully appear;

Mortgagee address:

610 Beatty Rd.
Columbia, S.C. 29210

NOW, KNOW ALL MEN, that the said James O. Helms for and in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Lois M. Ball according to the condition of the said note, and also in consideration of the further sum of THREE DOLLARS, to the said James O. Helms hand well and truly paid by the said Lois M. Ball at and before the sealing and delivery of these presents, 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:

All that certain piece, parcel or lot of land, together with the improvements thereon situate, lying and being on the Northern side of Oceola Street in the city of Columbia, County of Richland, State of South Carolina, and being known by the current numbering system as 1905 Oceola Street; the same being more particularly shown and delineated as Lot F-2, on a plat prepared for Bruce H. Kinnie by Collingwood and Associates dated April 27, 1982 in the Office of the RMC for Richland County in Plat Book Z at page 2536.

Derivation: This being the same parcel of property conveyed to James O. Helms by deed of Lois M. Ball dated May 3, 2010 and recorded in the RMC for Richland County in Deed Book _____ at page _____

In the event that the Mortgagor defaults in any payment of any other mortgage or lien covering said property when due, then and in that event the Mortgagee herein may, at their option, make payments on principal and/or interest on said other mortgage or lien and any amount so paid shall be and become a part of the indebtedness secured by this mortgage, and said amounts so advanced shall be immediately due and payable by the Mortgagor to the Mortgagee and shall bear interest at the same rate as other amounts due under this mortgage, and in the event of such default by the Mortgagor in the payment of such mortgages or liens when due, the Mortgagee may, at their option, declare the entire balance of principal and interest due under this mortgage to be immediately due and payable and may foreclose this mortgage immediately, whether or not the payments provided herein

are past due or unpaid, and failure of the Mortgagee to exercise either of these options upon one default shall not be waiver of its right to exercise said option in any subsequent default.

In the event the Mortgagor herein becomes a party to any action at law or in equity in which the property described herein or this mortgage are in anywise affected, then and in that event, the Mortgagor agrees to pay all the costs of such litigation including a reasonable attorney's fee for the Mortgagee's attorneys.

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 unto the said Mortgagee, their Heirs, Successors and Assigns forever. And Mortgagor does hereby bind his Heirs, Successors and Assigns to warrant and forever defend all and singular the said premises unto the said Mortgagee, their Heirs, Successors and Assigns, and all other persons whomsoever lawfully claiming or to claim and same or any part thereof.

AND IT IS AGREED by and between the parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED that said Mortgagor, his Heirs, Successors and Assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the Mortgagee shall so elect.

AND IT IS FURTHER AGREED that said Mortgagor, his heirs, successors and assigns shall maintain hazard insurance with full replacement coverage, naming mortgagee as additional insured.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the same Mortgagor does and shall well and truly pay, or cause to be paid unto the said Mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said Mortgagor does hereby assign, set over and transfer to the said Mortgagee, their Heirs, Successors and Assigns, all the rents, issues and profits of the said mortgaged premise, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

AND IT IS AGREED by and between the parties that in the case of foreclosure of this mortgage, but suit or otherwise, the Mortgagee shall recover of the Mortgagor a reasonable sum as attorney's fee, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

WITNESS my Hand and Seal this 3rd day of May, 2010.

SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]

[Signature]
James O. Helms

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named James O. Helms, sign, seal and deliver the within-written Mortgage of Real Estate and that s/he with the other witness, witnessed the execution thereof.

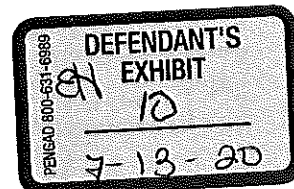
SWORN to before me this
3rd day of May, 2010.

[Signature] (L.S.)

Notary Public for South Carolina
My Commission Expires:

[Signature]
Witness

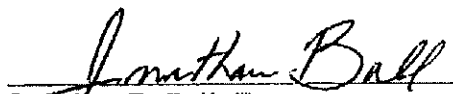




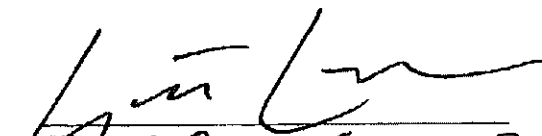
STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
Re: 1905 Ocoola St., Columbia, SC 29210)

SATISFACTION OF MORTGAGE

Please accept this as Notice that mortgage number 2010029739, filed on May 4, 2010, in the Register of Deeds Office of Richland County, South Carolina, at Book 1603, Page 2571, evidencing a mortgage between Lois M. Ball, as mortgagee, and James O. Helms, as mortgagor, has been fully satisfied. Accordingly, the undersigned request that the mortgage referenced above be marked as satisfied on all records of the Register of Deeds in order to give notice to the world that the mortgagor has met all duties required as terms of the mortgage and that the mortgage is no longer an encumbrance over the subject property. The undersigned further attests that they are the children, and sole surviving heirs, of the original mortgagee, Lois M. Ball, and are duly authorized with all rights required in order to effect this Satisfaction of Mortgage.


Jonathan D. Ball, Esq.


Witness 1


Witness 2 SCOTT GONCHER

SWORN TO AND SUBSCRIBED BEFORE ME

this 7th day of October, 2016


Notary Public for New York

My Commission Expires: 07/01/2017

ELAINE J CHACHKIN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CH6285081
Qualified in Kings County
My Commission Expires 07/01/2017

Book 2166-558
2016091353 11/18/2016 15 22:19:057 Satisfaction of Mortgage
Fee: \$5.00 County Tax: \$0.00 State Tax: \$0.00



2016091353 John T. Hopkins II Richland County R.O.D.

ROA 000496

Amy Ball
Amy Ball

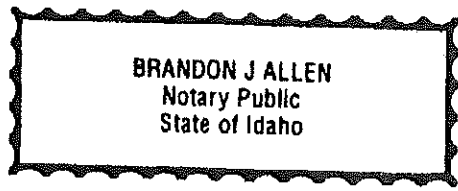
J. J. Betty
Witness 1

Tom Smith
Witness 2

SWORN TO AND SUBSCRIBED BEFORE ME

this 10th day of November, 2016

Brandon J Allen
Notary Public for Idaho



My Commission Expires: October 19, 2021

Book 1730-1435

2011085848 12/28/2011 11:11:35 820

Fee: \$10.00 County Tax: \$0.00

Mortgage
State Tax: \$0.00

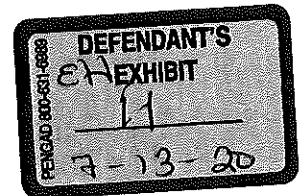


2011085848 John T. Hopkins II

Richland County R.O.D.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

MORTGAGE



WHEREAS, JAMES O. HELMS, hereinafter called the MORTGAGOR(S), in and by that certain note dated 20th of December, 2011, stands firmly bound and held unto WILLIAM MULLIS, hereinafter called the MORTGAGEE, for the payment of the full and just sum of SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000.00) DOLLARS, with interest, as in and by the note above referenced.

NOW KNOW ALL MEN BY THESE PRESENTS: That the MORTGAGORS, in consideration of the debt aforesaid, and to better secure the payment to the MORTGAGEE according to the terms of the note, and also in consideration of the sum of \$3.00 to the MORTGAGORS paid by the MORTGAGEE at or before the delivery of this mortgage, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell, and release unto the MORTGAGEE, Its Successors and assigns, the real property described as follows:

All that certain piece, parcel or lot of land, with improvements thereon, situate lying and being in the County of RICHLAND, State of South Carolina and being more particularly shown as LOT F-2, on a plat of BRUCE H. KINNIE by COLLINGWOOD & ASSOCIATES, INC dated APRIL 27, 1982 and recorded in the Recorder's Office for the above named county in Plat Book Z at page 2536.

This being the property conveyed to the Mortgagor by deed of LOIS M. BALL recorded in Book 1603 at page 2569.

Tax Map Number 11309-14-17

Mortgagee's address is:

459 Miles Rd
Great Falls, SC 29055

TOGETHER with all the rights, members, hereditaments and appurtenances belonging to the premises, or in any way

ROA 000498

appertaining.

TO HAVE AND TO HOLD, all and singular the premises unto the MORTGAGEE, His heirs and Assigns forever.

AND IT IS AGREED, by and between the parties that the MORTGAGORS shall keep any building on the premises insured against the loss or damage by fire for the benefit of the MORTGAGEE and shall deliver the policies to the MORTGAGEE; in default thereof, the MORTGAGEE may effect such insurance and reimburse Itself for the expense thereof, together with interest thereon at the rate provided in the note from the date of the payment.

AND IT IS AGREED, by and between the parties, that if the MORTGAGORS shall fail to pay all taxes and assessments on the premises when they first become payable, then the MORTGAGEE may cause the same to be paid, together with all penalties and cost, and reimburse Itself under this mortgage for the sums so paid, with interest thereon at the rate provided in the note from the date of such payment.

AND IT IS FURTHER AGREED, by and between the parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or should the MORTGAGEE become a party to any action by reason of this mortgage, or should the debt secured hereby be placed in the hands of an attorney at law for collection, by suit or otherwise, all costs and expenses incurred by the MORTGAGEE, including a reasonable attorney's fee, shall become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

In the event of default in the payment of the indebtedness hereby secured, or any part thereof, or in the performance of any of the covenants or conditions of this Mortgage, in addition to any other rights or remedies which the Mortgagee may have by virtue of the provisions hereof or by law, the Mortgagee shall have the right at any time after any such default to enter upon and take possession of said premises, and as a mortgagee-in-possession, to let the said premises and receive all the rents, issues and profits thereof, which are overdue, due or to become due and to apply the same, after payment of all necessary charges and expenses on account of the indebtedness hereby secured, and the said rents and profits are hereby assigned to the Mortgagee as security for payment of such indebtedness. The Mortgagor, for himself/itself and any subsequent owner of the said premises, hereby agrees to pay the Mortgagee, in advance, a reasonable rent for the premises occupied by it, and in default of so doing hereby agrees that it may be dispossessed by the usual legal proceedings and further agrees that any tenant defaulting in the payment to the Mortgagee of any rent may be likewise dispossessed. This covenant shall become effective and may be enforced either without or with any action brought to foreclose this mortgage and without applying at any time for a receiver of such rents or of the mortgaged premises.

In the event of default in the payment of the indebtedness hereby secured or any part thereof or in any of the covenants or conditions of this Mortgage at the option of the Mortgagee without notice, notice of the exercise of such option hereby expressly waived, the entire indebtedness secured by this instrument shall immediately become due, payable and collectible, but only after the Mortgagee has given notice of such failure or breach as is required under the terms of said Note and the Mortgagee shall have the power to sell said premises according to law and this Mortgage may be foreclosed and the Mortgagee shall be entitled to the immediate appointment of a receiver without notice for the collection of rents of said premises during the pendency of such foreclosure and the rents and profits of the premises falling due after default are hereby assigned to the Mortgagee as security for the payment of such indebtedness.

No portion of the premises shall be used for any unlawful purposes.

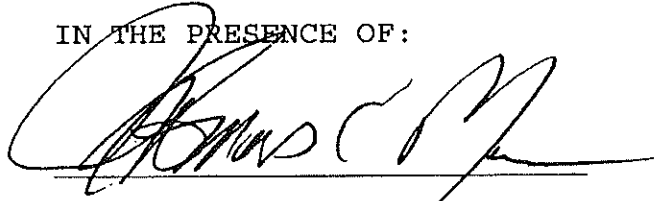
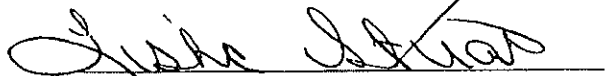
In the event of default in the payment of indebtedness hereby secured, or any part thereof, or in the performance of any of the covenants or conditions of this Mortgage, in addition to any other rights or remedies which the Mortgagee may have by virtue of the provisions hereof or by law, the Mortgagee shall have the right at any time after any such default to enter upon and take possession of said premises.

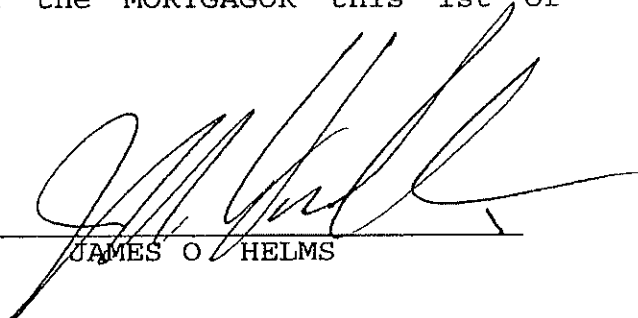
PROVIDING ALWAYS, NEVERTHELESS, it is the true intent of the parties, that if the MORTGAGORS do pay or cause to be paid, to the MORTGAGEE the debt aforesaid, with interest thereon, according to the true intent and meaning of the note and of this mortgage, then this mortgage shall cease and be null and void; otherwise it shall remain in full force and effect.

AND IT IS AGREED, by and between the parties, that the MORTGAGORS shall hold and enjoy the premises until default of payment shall be made.

WITNESS the hand and seal of the MORTGAGOR this 1st of February 2007.

IN THE PRESENCE OF:

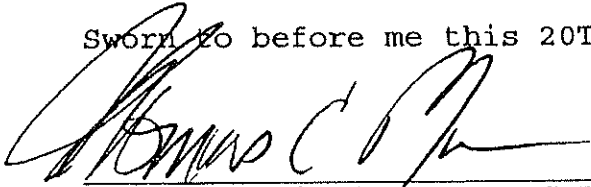



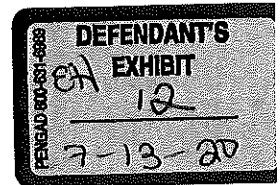

JAMES O. HELMS

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERSONALLY appeared before me the below signed witness who made oath that he saw the above named MORTGAGORS sign and as their act and deed deliver the within mortgage, and that he with the above signed witness, witnessed the execution thereof.

Sworn to before me this 20TH of DECEMBER, 2011.

 
Notary Public for SOUTH CAROLINA
My commission expires: 12/14/2020



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) LOST MORTGAGE SATISFACTION
RECORD BOOK 1730 PAGE 1435

KNOW ALL MEN BY THESE PRESENTS that the undersigned William Mullis, in consideration of payment of the indebtedness intended to be secured by the real estate mortgage granted to William Mullis by James O. Helms, in the original principal amount of \$75,000.00, dated February 1, 2007 and recorded December 28, 2011 in Record Book 1730 at Page 1435, do hereby declare the same satisfied and authorize the said Mortgage satisfied of record.

WITNESS the hand and seal this 11 day of May, 2017.

WITNESS:

M. Vandyam
First Witness

W. Mullis
William Mullis

Kristin C. Selby
Notary Public

Book 2211-1015
2017035875 05/16/2017 15:53:06:540
Fee: \$5.00 County Tax: \$0.00 State Tax: \$0.00
Lost Mortgage Satisfaction
2017035875 John T. Hopkins II Richland County R.O.D.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) LOST MORTGAGE SATISFACTION

PERSONALLY APPEARED before me the first witness signing above, and made oath that s/he saw the within-named William Mullis sign, seal, and as its act and deed, deliver the within-written Lost Mortgage Satisfaction and that s/he with the second witness signing above witnessed the execution thereof.

M. Vandyam
First Witness

SWORN to before me this
11 day of May, 2017.

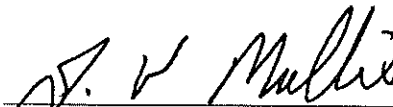
Kristin C. Selby
Notary Public for South Carolina
My Commission Expires: 1/31/27

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

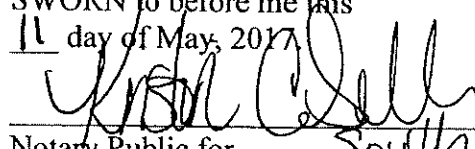
AFFIDAVIT
(Lost Mortgage)

Personally appeared William Mullis who being duly sworn states that said mortgagee is the bona fide owner and holder of the above-mentioned Mortgage and that same has not been assigned, transferred, hypothecated, or otherwise disposed of, and that same has either been lost or destroyed, and after diligent search cannot be found.



William Mullis

SWORN to before me this
11 day of May, 2017



Notary Public for

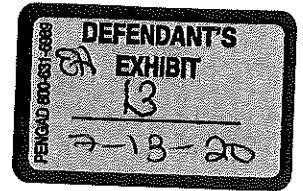
My Commission Expires:

South Carolina L.S.
1/31/27

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

TITLE TO REAL ESTATE



KNOW ALL MEN BY THESE PRESENTS, that **JAMES O. HELMS A/K/A JAMES HELMS** (hereinafter whether singular or plural the "Grantor"), in the State aforesaid, for and in consideration of the sum of **Sixty Eight Thousand and 00/100 Dollars (\$68,000.00)** to the Grantor paid by **ROBERT A. BRUGH AND PHYLLIS I. BRUGH, as joint tenants with right of survivorship and not as tenants in common** (hereinafter whether singular or plural the "Grantee") has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the said Grantee the following described property:

All that certain piece, parcel or lot of land, together with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, lying and being on the Northern side of Oceola Street, in the City of Columbia, and being known by the current numbering system as 1905 Oceola Street, the same being more particularly shown and designated as Lot F-2 on that certain plat prepared for Bruce H. Kinnie by Collingwood & Associates, Inc., dated April 27, 1982 and recorded in the Office of the Register of Deeds for Richland County in Plat Book Z at Page 2536; having the boundaries and measurements as shown on said plat, reference being craved thereto for a more complete and accurate legal description.

ALSO:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Richland, State of South Carolina, shown and designated as containing 1616 square feet on a plat prepared for Mark Schimmoeler by Baxter Land Surveying, Inc., dated June 29, 2010 and recorded in the Office of the Register of Deeds for Richland County in Record Book 1619 at Page 2238; having the boundaries and measurements as shown on said plat, reference being craved thereto for a more complete and accurate legal description.

This being the same property conveyed to James O. Helms by deed of Lois M. Ball dated May 3, 2010 and recorded May 4, 2010 in Book 1603 at Page 2569 in the Office of the Register of Deeds for Richland County.

TMS No. 11309-14-17 & -11

Grantee's Address:

917 Evergreen Lane
Rock Hill, SC 29730

Book 2211-1017
2017035876 05/16/2017 15:53:06:740
Fee: \$10.00 County Tax: \$74.80 State Tax: \$176.80
John T. Hopkins II
Richland County R.O.D.

ROA 000504

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

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 **ROBERT A. BRUGH AND PHYLLIS I. BRUGH, as joint tenants with right of survivorship and not as tenants in common**, their Heirs and Assigns forever.

And the Grantor does hereby bind their heirs, successors, and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's heirs, successors, and assigns, against the Grantor and the Grantor's heirs, successors, and assigns and against all other persons whomsoever lawfully shall claim.

WITNESS the Hand and Seal of the Grantor this 15 day of May, 2017.

Signed, sealed and delivered
in the presence of:

Beverly St George
[Signature]

[Signature]
James O. Helms a/k/a James Helms

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me the first witness signing above, and made oath and s/he saw the within-named JAMES O. HELMS A/K/A AND JAMES HELMS sign, seal, and as his / her / their act and deed, deliver the within-written Title to Real Estate and that s/he with the second witness signing above witnessed the execution thereof.

Beverly St George
Witness

SWORN to before me this
15 day of May, 2017.

[Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires: 9-17-24

ROA 000505

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

AFFIDAVIT

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

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

The property being granted is located 1905 Oceola Street & 417 Edisto Avenue, , SC TMS# 11309-14-17 & -11; from **James O. Helms a/k/a James Helms to Robert A. Brugh and Phyllis I. Brugh.**

Check one of the following: The deed is

- (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) exempt from the deed recording fee because (See Information section of affidavit)

(If exempt, please skip items 4-7, and go to item 8 of this affidavit).

2. Check one of the following if either item 1(a) or item 1(b) above has been checked (See Information section of this affidavit):

- (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$68,000.00
- (b) The fee is computed on the fair market value of the realty which is \$
- (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$

3. Check Yes or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is \$.

4. The deed recording fee is computed as follows:

- (a) Place the amount listed in Item 2 above here: \$68,000.00
- (b) Place the amount listed in Item 3 above here: \$ 0.00
(If no amount is listed, place zero here).
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$68,000.00

5. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$251.60.

6. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as the Attorney for the Grantee.

ROA 000506

7. 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 imprisonment not more than one year or both.


Mark S. Thomas, Esq.

SWORN to before me this 15
day of May, 2017.


Notary Public for South Carolina

My Commission Expires: 31 Oct 2019

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement or realty before the transfer and remaining on the land, tenement or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining the fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30 is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the Grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership or trust.
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act, 16 U.S.C. Section 791(a) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

ROA 000507

Fed Id 58-2366547

STATE OF SOUTH CAROLINA)
) AGREEMENT
 COUNTY OF RICHLAND)

AGREEMENT entered this 1st day of January, 2005, by and between Deborah Willing, , (Purchaser) and Christa Wilks and Michael Helms (Sellers).

RECITALS

WHEREAS, Sellers are the owners of one hundred (100%) percent interest in L & D Enterprises, L.L.C.; and

WHEREAS, Sellers wish to sell their interest and Purchaser wishes to purchase their interest; and

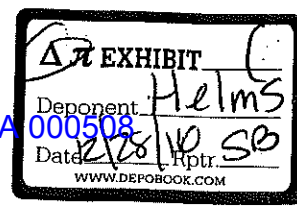
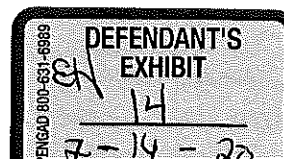
WHEREAS, Sellers and Purchaser have reached full and complete agreement on the terms of sale as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, the parties agree as follows:

1. At the time consideration is tendered by Purchaser to Sellers for their interest in the L.L.C., Sellers shall surrender all their interest in the L.L.C.

2. Sellers warrant that the Purchaser is released from any liability of the note executed by them and Purchaser on December 12, 2003 for the sum of \$20,000.00.

3. This is the complete agreement of the parties and all representations on which either party relies in entering this agreement are contained herein. There are no collateral agreements requiring action by either party as a condition prerequisite to execution of this agreement and no obligations of either party to the other except as herein provided.



IN WITNESS WHEREOF, we hereunto set our hands this 1st
day of January, 2005, at the City of Columbia in the State of
South Carolina.

WITNESSES:

Wendy Britt

Wendy Britt

Wendy Britt

Christa Wilkes
Christa Wilkes

Michael Helms
Michael Helms

Deborah Willing
Deborah Willing

1 STATE OF SOUTH CAROLINA
2 COURT OF COMMON PLEAS
3 COUNTY OF RICHLAND
4 JIMMY HELMS,
5 Plaintiff,
6 vs. CASE NO.: 2015-CP-40-7268
7 DEBBIE WILLING,
8 Defendant.

10 DEPOSITION

11 WITNESS: DEBBIE WILLING
12 DATE: Wednesday, December 28, 2016
13 TIME: 11:39 a.m.
14 LOCATION: Moore Taylor Law Firm
15 1700 Sunset Boulevard
16 West Columbia, South Carolina
17 TAKEN BY: Attorney for the Plaintiff
18 REPORTED BY: Shelley Burgoyne
19 South Carolina Court Reporter

23 ABC REPORTING SERVICE
24 257 Summerland Avenue
25 Batesburg, South Carolina 29006
1-803-532-5255
1-803-730-3015 (cell)

1 STIPULATION: It is stipulated by and
2 between counsel that this deposition is being
3 taken in accordance with the South Carolina
4 Rules of Civil Procedure, and that the
5 deponent waives the right to read and sign the
6 deposition transcript.

8 DEBBIE WILLING, being first duly
9 sworn, testified as follows:

10 EXAMINATION

11 BY MR. MOORE:

12 Q. What is your name?

13 A. Deborah Willing.

14 Q. And, Ms. Willing, we have known each
15 before; is that correct?

16 A. Yes, sir.

17 Q. I am representing Jimmy in this
18 matter, and I am about to take your
19 deposition. Do you know what a deposition is?

20 A. Yes, sir. I've had one before.

21 Q. What is a deposition?

22 A. Where you ask me questions pertaining
23 to -- so we can get ready for trial.24 Q. Exactly. So my job is to ask the
25 questions and your job is to do what?

Page 2

1 APPEARANCES:
2 ATTORNEY FOR PLAINTIFF
3 JIMMY HELMS:
4 MOORE TAYLOR LAW FIRM
5 BY: S. JAMUE MOORE, ESQUIRE
6 1700 Sunset Boulevard
7 West Columbia, South Carolina 29169
8 ATTORNEY FOR DEFENDANT
9 DEBBIE WILLING:
10 JEFFRIES LAW FIRM, LLC
11 BY: LAKESHA W. JEFFRIES, ESQUIRE
12 1031 Middleton Street
13 Orangeburg, South Carolina 29115

20 ALSO PRESENT:

21 Jimmy Helms

25 (INDEX AT REAR OF TRANSCRIPT)

Page 4

1 A. Answer.

2 Q. And you are not supposed to tell me
3 about things I don't ask you about, correct?

4 A. Correct.

5 Q. And you understand that you are under
6 oath.

7 A. I do.

8 Q. Now, do you admit or deny that you are
9 the common law wife of Jimmy Helms?

10 A. Deny.

11 Q. Now, do you have children?

12 A. Yes.

13 Q. How old are they?

14 A. 32 and 29.

15 Q. Were you a good mom?

16 A. Yes.

17 Q. Would you ever do anything immoral in
18 the presence of your children?

19 A. No.

20 Q. Now, at any point in time did you live
21 with Jimmy Helms?

22 A. Yes.

23 Q. You shared a bedroom with him?

24 A. Yes.

25 Q. You had sex with him?

1 A. Yes.
 2 Q. When did you actually move in with
 3 him?
 4 A. 2- -- late 2003 sometime.
 5 Q. That would be roughly 13 years ago?
 6 A. I guess.
 7 Q. Well, that would have meant at that
 8 point in time one of your children would have
 9 been 16?
 10 A. Stephanie.
 11 Q. And one of them would have been 19?
 12 A. Yes.
 13 Q. Now, you recognize that sleeping with
 14 someone out of wedlock is illegal in this
 15 state, don't you?
 16 A. I guess that's an opinion. I did not
 17 know.
 18 Q. No. It's -- it's illegal.
 19 A. I didn't know.
 20 Q. You also recognize that's immoral,
 21 don't you?
 22 A. No, I don't.
 23 Q. All right. So sleeping with a man out
 24 of wedlock is not immoral?
 25 A. I don't think so.

1 Q. Living with a man out of wedlock is
 2 not immoral?
 3 A. I don't think so.
 4 Q. So that is the kind of thing that if
 5 you daughter were to take up with a man out of
 6 wedlock, that would be fine with you?
 7 A. That would be her decision.
 8 Q. But would that be okay with you?
 9 A. I don't think it's my decision.
 10 Q. No, but I didn't ask you if that was
 11 your decision. I just asked you would you
 12 approve of that.
 13 A. Why would I have to approve. She is
 14 an adult.
 15 Q. So you are asking me questions. I'm
 16 asking you --
 17 A. Because I don't understand.
 18 Q. Okay. Let me -- I'm asking you what
 19 you approve of, conduct that you approve of.
 20 A. You know I approve of it. I slept --
 21 I lived with Jimmy Helms.
 22 Q. All right. So if your daughter took
 23 up and lived with men out of wedlock, you
 24 would approve of that conduct?
 25 A. Yes.

1 Q. If she slept with men out of wedlock,
 2 you would approve?
 3 A. Yes.
 4 Q. The same for your son?
 5 A. Yes.
 6 Q. Do you recognize that there are
 7 certain moral standards that exist in society?
 8 A. I mean, of course there are. Thou
 9 shall not steal.
 10 Q. Well, also you recognize that
 11 fornication is something that basically is
 12 generally not approved of in society.
 13 A. Yes.
 14 Q. And you recognize that having sex
 15 outside of marriage is fornication.
 16 MS. JEFFRIES: I'm going to object --
 17 THE WITNESS: Yeah.
 18 MS. JEFFRIES: -- to this line of
 19 questions on the basis that it's not --
 20 THE WITNESS: Been dropped.
 21 MS. JEFFRIES: -- likely to lead to
 22 the discovery of relevant admissible evidence.
 23 MR. MOORE: Thank you.
 24 BY MR. MOORE:
 25 Q. If she objects, you can -- you ignore

1 that unless she tells you not to answer. At
 2 that time we stop the deposition and we go and
 3 see what a judge says.
 4 I just want to make sure that we
 5 understand fornication is basically having sex
 6 with somebody outside of marriage. You
 7 understand that?
 8 A. I don't understand these questions, so
 9 I don't know. I guess I will just say I don't
 10 know.
 11 Q. Have you ever heard of the word
 12 "fornication"?
 13 A. I have.
 14 Q. Do you know what it is?
 15 A. Yes.
 16 Q. What is it?
 17 A. Isn't the case dropped already about
 18 me being husband and wife?
 19 Q. No, ma'am, it's not. It's simply --
 20 MS. JEFFRIES: Let's go off the
 21 record.
 22 (Off-the-record discussion.)
 23 BY MR. MOORE:
 24 Q. Ma'am, you understand that the issue
 25 of your credibility is in play here, correct?

1 A. I don't.
 2 Q. All right. Well, it is. And I'm
 3 simply asking you about your perceptions in
 4 regard to the living arrangements in front of
 5 your children. Okay?
 6 A. Okay.
 7 Q. Now, you claim that you saw nothing
 8 wrong with you sleeping with a man with your
 9 16-year-old daughter in the house, right?
 10 A. No.
 11 Q. And I was then asking you about the
 12 moral judgment in regard to why you would not
 13 see something wrong with that, so let me ask
 14 you the question this way. Why is it that you
 15 see nothing wrong with sleeping with a man in
 16 a home while your 16-year-old daughter is
 17 there if you're not married?
 18 A. I don't.
 19 Q. Why?
 20 A. I don't.
 21 Q. I know you don't. My question is, why
 22 don't you?
 23 A. I really don't know why. I just
 24 don't.
 25 Q. All right. Did -- did these children

1 so if we can use words, it would be helpful.
 2 All right?
 3 A. (Witness nodding head.)
 4 Q. Okay.
 5 A. Yes.
 6 Q. Now, do they have the same father?
 7 A. Yes.
 8 Q. Were they born under the benefit of
 9 wedlock? Were you all married?
 10 A. Yeah. Yes.
 11 Q. Did you ever live with him out of
 12 wedlock?
 13 A. No.
 14 Q. Did he know that you were living with
 15 another man out of wedlock?
 16 A. Yes.
 17 Q. And did he know that his children were
 18 being raised in that house?
 19 A. Yes.
 20 Q. For how many years did you live with
 21 Jimmy with your children in the house?
 22 A. Well, if my daughter was 18 and she
 23 went to USC, so I guess a year and a half.
 24 Q. And your son lived with you all how
 25 long?

1 have a father?
 2 A. Well, I guess it might have to be
 3 because there would have to be sperm involved
 4 somewhere, right?
 5 Q. Right. Well, did they have -- well,
 6 I'm -- I'm not trying to be funny. I can --
 7 A. Well --
 8 Q. -- promise you that.
 9 A. -- you are making me laugh because
 10 that was a question that I just..
 11 Q. I just wanted to know if they had --
 12 A. Yes, they have a father. He is a
 13 stock broker in Massachusetts, in Boston.
 14 Q. What is his name?
 15 A. Michael Finnell.
 16 Q. There are many children who legally
 17 are bastards. Basically meaning they do not
 18 have a lawful father who has either had the
 19 children born to them in wedlock or has
 20 acknowledged them afterwards. Okay? All
 21 right?
 22 A. Uh-huh.
 23 Q. Is that yes?
 24 A. Yes.
 25 Q. Grunts don't pick up on this machine,

1 A. He was there on and off. He was going
 2 to Midlands Tech and he lived in an apartment.
 3 Q. Well, he was -- did he live there on
 4 and off?
 5 A. When he needed -- when he had
 6 problems, yeah.
 7 Q. Did you hide from the children the
 8 fact that you and Jimmy were sleeping
 9 together?
 10 A. No.
 11 Q. Are your parents living?
 12 A. No.
 13 Q. Were you parents living at all during
 14 the period of time that --
 15 A. No.
 16 Q. During the period of time that you
 17 were living with Jimmy?
 18 A. No.
 19 Q. Did you have relatives? Do you have
 20 relatives?
 21 A. Yes.
 22 Q. Did any of them ever come to visit in
 23 the home where you and Jimmy were living
 24 together?
 25 A. Yes. My sister.

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1 Q. What is your sister's name?
 2 A. Candy McNight.
 3 Q. And when she would come, would she
 4 stay with you all?
 5 A. Yes.
 6 Q. Would you sleep in the same room with
 7 Jimmy while your sister was in the home?
 8 A. Yes.
 9 Q. Did you make any secret of the fact
 10 that you and Jimmy were sharing a bed
 11 together?
 12 A. No.
 13 Q. How many times did your sister come
 14 and spend the night in your home while you and
 15 Jimmy were sharing a bed together?
 16 MS. JEFFRIES: I'm going to object,
 17 for the record, to the line of questions that
 18 deal with the romantic relationship between
 19 Jimmy Helms and Debbie Willing as it relates
 20 to the notice of this deposition.
 21 We're here under the civil action
 22 docket number. We're not here for purposes of
 23 a deposition under the domestic relations
 24 action, which has been dismissed by the order
 25 of dismissal dated October 19, 2016, so

1 show that she is a common law wife, then the
 2 circuit court action would die, so you have to
 3 make a determination at some point in time as
 4 to whether they were or were not common law
 5 husband and wife.
 6 He claims they were. As a matter of
 7 fact, in the deposition I believe you asked
 8 him the question. The same question I'm
 9 asking her. You asked him did he claim that
 10 they were common law husband and wife. I
 11 didn't object. I didn't object because the
 12 question is obviously relevant. It's
 13 obviously relevant to what is the legal
 14 relationship between the two.
 15 Now I asked the exact same question in
 16 more detail and you instruct her not to
 17 answer. I don't understand that.
 18 MS. JEFFRIES: And my question to him
 19 was are you asserting a common law marriage,
 20 and his answer was yes.
 21 MR. MOORE: Yes.
 22 MS. JEFFRIES: Your question to her
 23 was are you asserting a common law -- do you
 24 assert that you were his common law wife.
 25 His -- her answer is no.

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1 because we don't have notice of a deposition
 2 under that case, our notice is for the
 3 deposition under the civil case, which alleges
 4 a trust and partnership conversion and a
 5 breach of fiduciary duty, I'm going to
 6 instruct her not to answer those questions
 7 until we can get some clarification as to the
 8 purpose for this deposition.
 9 MR. MOORE: Well, the purpose is
 10 basically this. I have to determine whether
 11 or not she contends they were common law
 12 married or whether or not they actually wound
 13 up with a partnership, so we're --
 14 MS. JEFFRIES: And she -- I'm sorry.
 15 MR. MOORE: We're in a situation where
 16 I have to know what that relationship was in
 17 order to know whether or not I should be
 18 proceeding in family court or whether I should
 19 be proceeding in circuit court.
 20 Obviously, if this lady comes in and
 21 demonstrates to me facts that basically prove
 22 conclusively that they were common law husband
 23 and wife, then my action has to be reinstated
 24 in the family court, and I need to know that,
 25 so if it's -- if -- if the facts basically

1 MR. MOORE: So the --
 2 MS. JEFFRIES: And now you are going
 3 into discovery of facts or the discovery of
 4 circumstances that are not a basis for which
 5 this deposition was noticed.
 6 MR. MOORE: Sure they are. They are
 7 basically --
 8 MS. JEFFRIES: And I disagree and
 9 so --
 10 MR. MOORE: They go --
 11 MS. JEFFRIES: -- I'm instructing her
 12 not to answer until we can get a clarification
 13 on that.
 14 MR. MOORE: The fact that you disagree
 15 is not an objection. What you have is
 16 relevant evidence.
 17 MS. JEFFRIES: Not to the issue of the
 18 case that is pending --
 19 MR. MOORE: Certainly --
 20 MS. JEFFRIES: -- an issue of the case
 21 that was noticed. If we were noticed for a
 22 deposition under DR 40355-7, then you are
 23 correct. We are noticed for a deposition
 24 under a breach of fiduciary duty, trust and
 25 partnership and conversion.

1 MR. MOORE: Correct.
 2 MS. JEFFRIES: That is it.
 3 MR. MOORE: And if the facts show that
 4 they were husband and wife, then my whole
 5 action in circuit court dies, so I have to
 6 basically find out what the facts are in order
 7 to determine which court we have to be in.
 8 He claims they are common law
 9 wife(sic). She claims they are not. If it's
 10 determined that they are husband and wife,
 11 then we're not able to go forward with the --
 12 with the case that is under consideration;
 13 therefore, the relationship of these parties
 14 is the seminal issue that is before the court
 15 in this case.
 16 MS. JEFFRIES: -- the circuit court
 17 does not have jurisdiction to make a
 18 determination as to a common law marriage.
 19 Only a family court judge has jurisdiction.
 20 We're pending in circuit court. We're no
 21 longer pending family court.
 22 MR. MOORE: I understand that. And if
 23 it's determined in circuit court that they're
 24 husband and wife, then the circuit judge is
 25 going to toss the case.

1 MS. JEFFRIES: It can't be determined
 2 in circuit court because the circuit court
 3 does not have -- does not have jurisdiction to
 4 make that determination. There is no
 5 jurisdiction of a circuit court judge to
 6 declare or not declare a common law marriage.
 7 Only a family court judge has the jurisdiction
 8 to do that --
 9 MR. MOORE: The issue of --
 10 MS. JEFFRIES: -- so the questions are
 11 improper.
 12 MR. MOORE: Of their -- the issue of
 13 their relationship and what it is are relevant
 14 to determination of the issues pending in
 15 circuit court.
 16 Now, if we're going to stop the
 17 deposition and you are going to require me to
 18 make a motion to compel, I will do that. I
 19 will ask for attorney's fees as well as other
 20 sanctions. I don't want to do that. I simply
 21 want to basically get into the questions of
 22 what was the relationship.
 23 These issues also go to the issue of
 24 credibility. Just purely credibility. If the
 25 woman is basically living in an immoral

1 situation and has done that for an extended
 2 period of time, subjected her child to seeing
 3 this sort of life, it goes to the issue of
 4 credibility.

5 You asked my client about his
 6 gambling. That goes to the issue of his
 7 credibility. I didn't object to that. The
 8 fornication is still a crime in this state.

9 MS. JEFFRIES: -- well, you can ask
 10 questions about fornication, but as it relates
 11 to trying to establish whether or not there
 12 was a common law marriage, and those lines of
 13 questioning, it's improper.

14 MR. MOORE: Her living conditions
 15 basically all go to what the relationship was
 16 between to parties. No question about that.
 17 It's all relevant.

18 MS. JEFFRIES: And the relationship
 19 being either there is a common law marriage or
 20 there is a trust -- there is a partnership --

21 MR. MOORE: Right.

22 MS. JEFFRIES: -- as alleged in the
 23 complaint.

24 MR. MOORE: One or the other.

25 MS. JEFFRIES: And she's already --

1 she's already testified that I did not hold
 2 myself out to be a common law wife.

3 MR. MOORE: Well, she --

4 MS. JEFFRIES: He has already
 5 testified I claimed single, I never held her
 6 out to be my wife for purposes of filing --
 7 for tax purposes. The circuit court cannot
 8 decide if a common law marriage existed --

9 MR. MOORE: Well --

10 MS. JEFFRIES: -- so I guess we have
 11 to decide where are we litigating this is
 12 case. Is it circuit court or is it family
 13 court?

14 MR. MOORE: I don't have a clue.

15 MS. JEFFRIES: And the only thing that
 16 is pending right now is circuit court because
 17 the family court action has been dismissed.

18 MR. MOORE: The circuit court action
 19 was dismissed under the 360-day rule, which
 20 would basically be --

21 MS. JEFFRIES: Right, but you can
 22 refile it.

23 MR. MOORE: It's going to be refiled.

24 MS. JEFFRIES: You can refile it.

25 MR. MOORE: But the issue still

1 remains, what is the relationship between
2 these parties.

3 MS. JEFFRIES: The issue is, is there
4 a partnership as alleged in your complaint,
5 has there been conversion and is there a
6 breach of fiduciary duty. Those are the three
7 issues.

8 MR. MOORE: And of course if they are
9 common law married, then there is not a
10 partnership and the whole matter has to go to
11 the family court, and that's what the circuit
12 court will have to determine.

13 MS. JEFFRIES: But the circuit court
14 can't determine that.

15 MR. MOORE: Well --

16 MS. JEFFRIES: The circuit court does
17 not have jurisdiction to make that finding.

18 MR. MOORE: The circuit court may have
19 to defer and refer the matter back to family
20 court, but obviously the circuit court at some
21 point in time is going to have to know what it
22 is dealing with.

23 MS. JEFFRIES: For purposes of moving
24 forward and for purposes of today, can you and
25 I agree that you will hold your civil action

1 Q. Ma'am, you and Jimmy got together
2 when?

3 A. If I recall, sometime the end of 2003.

4 Q. Did you and he have a romantic
5 relationship?

6 A. Yes.

7 Q. Did he ever impose or give you trust?
8 Did he ever express trust in you?

9 A. I don't know. I mean, I think that he
10 trusted me because I was smarter than him,
11 but --

12 Q. Did you ever -- so you consider
13 yourself smarter than him?

14 A. Uh-huh.

15 Q. Is that yes?

16 A. Yes.

17 Q. Explain to me why you think you are
18 smarter than he is.

19 A. He did everything illegal and I
20 didn't.

21 Q. What do you mean by that?

22 A. He gambled. He did -- was a
23 bookmaker. He has got a record 15 pages long.
24 I was the best thing that happened, and he has
25 just totally messed everything up. I mean, he

1 in abeyance and we go to family court and have
2 a family court judge make a determination as
3 to whether or not a common law marriage
4 exists?

5 MR. MOORE: Yes, I will do that.

6 MS. JEFFRIES: Okay. So then --

7 MR. MOORE: I will probably -- I will
8 probably do that.

9 MS. JEFFRIES: Okay. So then I think
10 we probably then need to pause the deposition
11 if you are going to reinstitute the family
12 court case for purposes of making a
13 determination as to whether or not a common
14 law marriage exists so that she and I can have
15 an opportunity to prepare for those lines of
16 questions, because we haven't, because that's
17 not what is pending.

18 MR. MOORE: Well, why -- why don't we
19 do this. We will leave the deposition open.
20 I will resume the questioning at a later date
21 when I refile the family court action. Let me
22 move forward then with the questions in regard
23 to the -- the assets of these people.

24 MS. JEFFRIES: Thank you.

25 BY MR. MOORE:

1 had his business. He did what he did, and I
2 don't agree with any of it.

3 Q. Well, he ultimately stopped doing
4 bookmaking, didn't he?

5 A. (No verbal response.)

6 Q. Didn't he?

7 A. Not that I know of.

8 Q. Did he stop the video poker machines?

9 A. I don't know that or not, but, I mean,
10 I know people that he gambles with and I can
11 have to them subpoenaed.

12 Q. Well, did they have video poker
13 machines in any of the businesses that you
14 operated?

15 A. Yes.

16 Q. Did you share in that money?

17 A. No. I never touched the poker machine
18 money.

19 Q. None of that money ever went to the
20 business?

21 A. Nope.

22 Q. All right. Well, let's talk about the
23 Alice's Food & Beverage. Do you know where
24 that was located?

25 A. Was that the name of it before? I'm

1 not sure.
 2 Q. Well, did Jimmy have that business
 3 whenever --
 4 A. I'm not sure who had that business.
 5 Q. Well, at any point in time was it
 6 operated under the LLC we've talked about
 7 today?
 8 A. I'm not sure. I wasn't there.
 9 Q. Was the business in operation when you
 10 and Jimmy moved in with each other?
 11 A. Barely.
 12 Q. Was it operating?
 13 A. Barely. It was in debt.
 14 Q. And who was operating it?
 15 A. I have no idea.
 16 Q. Was Jimmy work --
 17 A. I had a full-time job for
 18 Massachusetts --
 19 Q. Was Jimmy working there?
 20 A. I'm not sure. He did a lot of things.
 21 Q. Well, was it your store when you and
 22 he moved in together?
 23 A. I don't know whose store it was. I
 24 had a full-time -- two full-time jobs. He
 25 asked me to come in and save it. It was going

1 skirt the IRS, to tell you the truth.
 2 Q. I simply want to know --
 3 A. And the FBI.
 4 Q. I simply want to know, ma'am, did any
 5 of the bills for the store come in his name?
 6 A. Yes.
 7 Q. What bills came in his name?
 8 A. They came in his name before I even
 9 came there, so I have no idea. You have to
 10 ask him.
 11 Q. How do you know they came in his name
 12 before you came there?
 13 A. Well, because when they came there, I
 14 was like -- they were in his name. I mean, I
 15 just left them that way.
 16 Q. Well, what bills came in his name?
 17 A. I think the electric bill and -- no.
 18 The electric bill might have been in his
 19 ex-wife's name, and I think the phone bill
 20 might have been in his name, and that's it.
 21 Q. Do they still come in his name?
 22 A. The phone bill does. The new
 23 owners...
 24 Q. The phone bill still comes addressed
 25 to him?

1 down the tubes.
 2 Q. I just wanted to know if it was -- if
 3 it was --
 4 A. I don't know whose it was. He would
 5 know.
 6 Q. So you don't know whose it was.
 7 All right. So he would know who it
 8 belonged to, right?
 9 A. I guess.
 10 Q. All right. Now, what's the address of
 11 that store?
 12 A. 812 Meeting Street. The phone bill.
 13 Q. What did you just say?
 14 A. The phone bill.
 15 Q. What about the phone bill?
 16 A. I just see you looking at it.
 17 Q. Well, what about it?
 18 A. Because it's got Jimmy's name on it.
 19 Q. Well, did any of the bills come to
 20 him?
 21 A. Come to him? Come to the store?
 22 Q. Yes. Were -- were any of the bills --
 23 A. I don't know why he had some bills in
 24 his name. I don't think the store was ever in
 25 his name. I think he's always been trying to

1 A. Yeah. And they were going to change
 2 it. I don't know if they ever got around to
 3 it.
 4 Q. Well, how long then -- as far as you
 5 know then, the phone bill has been coming in
 6 his name for some 15 years?
 7 A. I'm not sure.
 8 Q. Did you and he ever have an E-Trade
 9 account in joint names?
 10 A. We did. He wanted to invest some
 11 money, and I put in I think 2,000; he put in
 12 2,000.
 13 Q. When did you all open the E-Trade
 14 account?
 15 A. I'm not sure. He has the paperwork.
 16 Q. And how long did it stay in?
 17 A. I think it -- I think he lost the
 18 money.
 19 Q. Do you know how he lost the money?
 20 A. Probably making bad decisions.
 21 Q. Do you know how he lost the money?
 22 A. I didn't touch the account. I didn't
 23 call the people. I didn't talk to them, so I
 24 don't know.
 25 Q. So there was \$2,000 of your money and

1 \$2,000 of his money went into something called
 2 an E-Trade account?
 3 A. Uh-huh.
 4 Q. Is that yes?
 5 A. Yes.
 6 Q. And the E-Trade account was in both
 7 names?
 8 A. Yes.
 9 Q. And was that listed as a joint tenancy
 10 with survivorship?
 11 A. I don't know. I didn't do the
 12 paperwork.
 13 Q. Who did?
 14 A. Jimmy did.
 15 Q. Well, would this be -- I'm going to
 16 show you the first page of -- or actually
 17 there is six pages here.
 18 A. Uh-huh.
 19 Q. It says, James O. Helms and
 20 Deborah Willing, JTWROS. Do you know what
 21 that is?
 22 MS. JEFFRIES: Can I look at it first?
 23 MR. MOORE: Sure.
 24 THE WITNESS: I don't know what that
 25 means.

1 BY MR. MOORE:
 2 Q. All right. But the account reads --
 3 read how the account is set up.
 4 A. Huh?
 5 Q. Read how the account is set up.
 6 A. It says Deborah R. Willing -- oh, it
 7 says James O. Helms and Deborah R. Willing.
 8 Q. And there is some letters there on the
 9 side.
 10 A. JTWROS.
 11 Q. Did you have to sign something to open
 12 this stock account?
 13 A. I don't -- I don't remember. I
 14 thought that he -- I don't know. I don't
 15 remember. I don't think so, but --
 16 Q. The store there on Meeting Street, was
 17 it operational before you moved in to live
 18 with Jimmy?
 19 A. I guess it was.
 20 Q. What was the name of it?
 21 A. I don't know. Jimmy's?
 22 Q. When -- when you met Jimmy --
 23 A. Uh-huh.
 24 Q. -- what assets did you have?
 25 A. I had \$90,000 in the bank. I had a

1 knew Escalade. I had a house in Columbia and
 2 I only owed 9,000 on the house. Everything
 3 else was paid for.
 4 Q. And I believe when you all moved in --
 5 where did you move in together? Where were
 6 you all living?
 7 A. In Jimmy's house.
 8 Q. Where was that house located?
 9 A. 424 Lake Shore Drive.
 10 Q. That's on Lake Murray?
 11 A. Yes.
 12 Q. What happened to his house?
 13 A. It went into foreclosure and he sold
 14 it at the last minute.
 15 Q. Did he get any cash out of it?
 16 A. Yes. 30-whatever. He said 32-. I
 17 think it was 35-.
 18 Q. Do you know what he did with the
 19 \$35,000?
 20 A. No.
 21 Q. Now, was there a lot that he owned in
 22 Harbor Watch?
 23 A. No.
 24 Q. Who owned the house in Harbor Watch?
 25 A. It's not a house. Lot.

1 Q. Oh, I'm sorry. The lot. The lot, Lot
 2 12 in Harbor Watch, are you familiar with
 3 that?
 4 A. Yes.
 5 Q. Was that put into your name?
 6 A. Yes. I purchased it from Sandy Helms.
 7 Q. Your -- how much did you pay Sandy for
 8 it?
 9 A. \$6,000 out of my own checking account.
 10 Q. How much was the lot worth?
 11 A. Let's see. The dues and everything
 12 are about 3,000 a year, so I've had it for
 13 about 13 years, so it's absolutely worth
 14 nothing. I've tried to sell it for 30-, can't
 15 move it; tried to sell it for 25-, can't move
 16 it.
 17 Q. So the house is actually worth
 18 nothing.
 19 A. It's best for me to give it away.
 20 Q. All right. So you will give it to
 21 Jimmy?
 22 A. If I give it away, I would give it to
 23 him.
 24 Q. Well, will you give it to him?
 25 A. Not right now. I'm not talking about

1 it.
 2 Q. Well, ma'am, you say it's best to give
 3 it away. Why wouldn't you give it to Jimmy?
 4 A. Well, it's cost me 3,000. I've got
 5 too much into it now. Think about it. 3,000
 6 times 13 years. How much money is that? Plus
 7 \$6,000.
 8 Q. Well, if it's worth nothing, why are
 9 you paying the \$3,000 a year?
 10 A. Because that's the way I am. I pay my
 11 bills.
 12 Q. I see. When did -- when did you all
 13 move into your house?
 14 A. In 2005, 2004.
 15 Q. Yes, ma'am. And did Jimmy pay for any
 16 remodelling on that house?
 17 A. He did.
 18 Q. How much did he pay for?
 19 A. That I don't know.
 20 Q. Well, tell me the things that he did
 21 to your house to remodel it.
 22 A. He put in kitchen cabinets and he put
 23 a swimming pool in and he redid the hardwood
 24 floors.
 25 Q. Do you know how much the swimming pool

1 cost?
 2 A. No, I do not.
 3 Q. Do you know who he had put the pool
 4 in?
 5 A. I recall him, yes.
 6 Q. Who was the person that put the pool
 7 in?
 8 A. I can't remember his name. I have his
 9 card at home.
 10 Q. Well, now, why did Jimmy put all this
 11 money into your house?
 12 A. Because he never paid a dime on it. I
 13 paid the mortgage; I paid the electric; I paid
 14 the water. He didn't give me any money.
 15 Q. Well, ma'am, he put a lot of money in
 16 it. He put money in the swimming pool and he
 17 did all this remodeling.
 18 A. Well --
 19 Q. Why did he do that?
 20 A. -- he lived there for free. I didn't
 21 ask him to put it in there.
 22 Q. Did his children live there?
 23 A. Uh-huh.
 24 Q. Is that yes?
 25 A. Yes.

1 Q. How many children does he have?
 2 A. He has three.
 3 Q. How old were they?
 4 A. One of the -- the boy didn't want to
 5 live with the mother anymore, so he came to
 6 live there, oh, gosh, when he was maybe 13.
 7 Q. Now, at some point in time did Jimmy
 8 win money from the lottery?
 9 A. No. I won the lottery. I paid 27,000
 10 in federal taxes on it.
 11 Q. I see. Well, who actually made the
 12 investment on the lottery?
 13 A. My son.
 14 Q. Your son made the investment on the
 15 lottery?
 16 A. He went into the convenience store and
 17 paid \$2.
 18 MR. HELMS: Debbie, come on.
 19 THE WITNESS: Got me the ticket.
 20 MR. MOORE: That's all right.
 21 BY MR. MOORE:
 22 Q. Did you use any of that money from
 23 the -- how much money was won off the lottery?
 24 A. -- it was 40,000. They took 27- --
 25 almost 28,000 in federal.

1 Q. And did any of the money go to --
 2 A. I paid taxes on the rest of the money.
 3 Q. Did any of the money go to -- for your
 4 children's college?
 5 A. No.
 6 Q. Did any money go for a car?
 7 A. No.
 8 Q. Did your daughter wind up with a car?
 9 A. I refinanced my house twice to pay the
 10 bills. Yes, I bought her a car when she was
 11 at USC, right before she went to grad school.
 12 Q. How much money was paid for that car?
 13 A. 10,000.
 14 Q. Where was it purchased?
 15 A. At Dick Dyer Toyota. It was a 2009
 16 Chevy.
 17 Q. Now, are you -- are you familiar with
 18 Zeddie's Party Shop?
 19 A. Yes.
 20 Q. And did you all -- did you buy that?
 21 A. Jimmy paid for all the inventory.
 22 There was no purchase because it was a lease.
 23 He paid for the inventory, and then when the
 24 lease was given back -- because I guess
 25 Jake Knotts and Donnie Myers and them,

1 everybody started getting in trouble and the
2 machines got taken out, and the lady said she
3 would pay back the inventory to Jimmy, and
4 that's what happened.

5 Q. Well, Zeddie's Party Shop was bought
6 with money that Jimmy furnished?

7 A. Jimmy paid for the inventory. There
8 was no purchase of a store. There was no
9 purchase of anything.

10 Q. Well, when he -- when he purchased the
11 inventory, when was that, 2009?

12 A. I don't know. I can't remember. I
13 mean, I have papers on it.

14 Q. Well, who operated the store?

15 A. I didn't. He had somebody that went
16 in there, and there was no money that ever
17 came out of that store. It was for machines
18 only.

19 Q. I just asked who operated the store.

20 A. I -- that was Donna somebody.

21 Q. So Donna somebody operated Zeddie's?

22 A. I wasn't Zeddie's. It was MJ's Party
23 Shop.

24 Q. What did the "MJ" stand for?

25 A. For Mike, my son, Michael, and Jimmy.

1 Q. Well, why was Michael's name on it?

2 A. Michael was in there. He worked there
3 for a while.

4 Q. Did he get a salary?

5 A. He got a paycheck. Everybody in there
6 was on payroll.

7 Q. Did Jimmy ever work at Jimmy's Party
8 Shop?

9 A. At MJ's? No.

10 Q. No. At the party shop or at the --
11 I'm sorry. The -- what was the place on
12 Meeting Street called, 812 Meeting Street?

13 A. Jimmy's Mini Mart.

14 Q. Yeah. Did Jimmy ever work at
15 Jimmy's Mini Mart?

16 A. Yes, he did.

17 Q. Did he get paid a salary?

18 A. He got paid a paycheck.

19 Q. Every week?

20 A. Yep.

21 Q. So there --

22 A. Got a W-2.

23 Q. So there are records that will show
24 paychecks --

25 A. Yes. I have them.

1 Q. All right. So you never had any
2 ownership interest in Zeddie's?

3 A. There was not really anything to own.

4 It was more -- the licenses were in my name.

5 It was put into -- under L&D Enterprises. It
6 never made a profit. It ended up losing money
7 when it was turned over to Donna, and she just
8 paid Jimmy back for the inventory.

9 Q. What licenses were put in your name?

10 A. The lottery and the business license.

11 Q. Why were the licenses --

12 A. Because it was under L&D Enterprises.

13 Q. Why were the licenses put in your
14 name?

15 A. Because I owned L&D Enterprises.

16 Q. Well, I understand you owned
17 L&D Enterprises, but why was the license put
18 in your name?

19 MS. JEFFRIES: Objection.

20 THE WITNESS: Because it was ran under
21 L&D Enterprises.

22 BY MR. MOORE:

23 Q. Well, why? If Jimmy put the money
24 in --

25 A. I don't know. You will have to ask

1 him. I'm sorry.

2 Q. Well, ma'am. I -- let me ask the
3 question first. If he put the money in
4 Zeddie's and changed the name of it and ran
5 it, why would all the licenses have been in
6 the name of your company?

7 A. Who said Jimmy ran it?

8 Q. Well, who did run it?

9 A. People that were hired.

10 Q. Well, who managed it?

11 A. People that were hired.

12 Q. Who supervised it?

13 A. People that were hired.

14 Q. Did Jimmy have any involvement --

15 A. I didn't even --

16 Q. -- in this operation?

17 A. The machines. He was taking out about
18 five grand a week.

19 Q. Did he have anything to do with more
20 than the machines?

21 A. Which he never claimed to the IRS.

22 Q. Ma'am, I don't -- didn't ask you that,
23 did I? Did I ask you that?

24 A. (Witness shaking head.)

25 Q. Did I ask you that?

1 A. (No verbal response.)
 2 Q. Ma'am, did I ask you that?
 3 A. No.
 4 Q. Then why did you tell me when you
 5 understand you are only supposed to answer the
 6 questions I ask of you?
 7 MS. JEFFRIES: Objection.
 8 Argumentative.
 9 BY MR. MOORE:
 10 Q. Answer the question.
 11 A. What is the question? Excuse me.
 12 Q. Why did you tell me something I didn't
 13 ask you about?
 14 A. I thought it was important to the
 15 case.
 16 Q. Please don't do that.
 17 A. Okay.
 18 Q. Let me do the thinking. You just
 19 answer my questions.
 20 A. Okay.
 21 Q. Well, describe for me -- during the
 22 period of time after Jimmy invested the money
 23 to buy the inventory at Zeddie's, describe for
 24 me what his dealings out there were.
 25 A. He ran the video poker machines.

1 Q. And is that all?
 2 A. Yes.
 3 Q. How long did those machines stay
 4 there?
 5 A. I'm not real sure. Maybe -- maybe it
 6 was two years. I'm not sure.
 7 Q. Did you know that the licenses you
 8 have described were put in the name of
 9 L&M Enterprises?
 10 A. L&D, yes.
 11 Q. I'm sorry. L&D. Well, why would you
 12 authorize those licenses to be put in the name
 13 of your company if you had nothing to do with
 14 the business?
 15 A. I didn't say I didn't have anything to
 16 do with the business. I said that it was
 17 purchased, that he paid for the inventory.
 18 Q. Well, what did you have to do with the
 19 business?
 20 A. I just made sure that checks weren't
 21 bouncing.
 22 Q. Why did you do that?
 23 A. Because I owned L&D Enterprises. It's
 24 my reputation.
 25 Q. Well, did L&D Enterprises own the

1 business?
 2 A. Well, they -- I guess you could say
 3 yeah. I mean, he -- they -- L&D didn't own
 4 the inventory because Jimmy purchased it.
 5 Q. Well, what did --
 6 A. I was --
 7 Q. -- L&D own out there?
 8 A. It really didn't own anything. The
 9 land was in Jody's name, all the assets were
 10 in Jody's name.
 11 Q. Well, then why were the licenses in
 12 L&D Enterprises?
 13 A. Because L&D opened the convenience
 14 store.
 15 Q. So then the convenience store was
 16 opened by L&D Enterprises.
 17 A. Yes, you could say.
 18 Q. Which was your business.
 19 A. Yes.
 20 Q. And then you are telling me that you
 21 had nothing to do with the operation of your
 22 business out there?
 23 A. I was really busy in Columbia, West
 24 Columbia.
 25 Q. All right. Were you busy in West

1 Columbia?
 2 A. Yes.
 3 Q. All right. Now --
 4 A. I was busy working.
 5 Q. Well, then what I want to know,
 6 though, is if you are busy in West Columbia,
 7 who was running your business --
 8 A. Donna Smith.
 9 Q. -- at Zeddie's?
 10 A. Donna Smith.
 11 Q. Donna Smith did.
 12 A. She was paid a paycheck --
 13 Q. I see.
 14 A. -- to be -- manage the store.
 15 Q. Now, this 820 Meeting Street, do you
 16 still own it?
 17 A. Yes.
 18 Q. How much money was put down on that?
 19 A. I put 25,000.
 20 Q. Where did you get the 25,000?
 21 A. It was through my divorce.
 22 Q. And was it financed?
 23 A. Yes.
 24 Q. Who was it financed through?
 25 A. Carolina First? I'm not sure. I

1 can't remember.
 2 Q. Who found the property?
 3 A. I did.
 4 Q. Did Jimmy have anything at all to do
 5 with the decision to buy it?
 6 A. No.
 7 Q. Did he have anything to do with the
 8 operation of it?
 9 A. There was a piece of land with a house
 10 on it, no.
 11 Q. Now, are you -- the property at 820
 12 Meeting Street, what was it -- what was the
 13 name called?
 14 A. Jimmy's Mini Mart.
 15 Q. Who was Jimmy?
 16 A. That was Jimmy. I didn't want it in
 17 my name. I didn't want my name on the
 18 building.
 19 Q. Well, but why would you put Jimmy's
 20 name on it?
 21 A. I -- I could have named it so and so.
 22 Q. I know.
 23 A. You know, it was a name like 7-Eleven.
 24 I just -- that's the way I did it.
 25 Q. I know you could have named it so and

1 so, but you didn't. You named it
 2 Jimmy's Citgo.
 3 A. It's just another name.
 4 Q. Well, was -- was that -- who was the
 5 Jimmy it was named for?
 6 A. It wasn't. It was a name for just
 7 having a guy's name on there because a lot of
 8 people frequently go to convenience stores,
 9 and if it said, oh, Kay's Little Spot, I don't
 10 think it would sound right.
 11 Q. So the 820 Meeting Street was not
 12 named --
 13 A. 820 is gas pumps. There is nothing on
 14 it.
 15 Q. Well, the -- the --
 16 A. It's two separate properties.
 17 Q. Jimmy's Mini Mart wasn't named for
 18 Jimmy Helms. It was just named for a random
 19 Jimmy.
 20 A. Yeah.
 21 Q. Jimmy's name had nothing to do with
 22 it.
 23 A. No.
 24 Q. You just picked that name out of the
 25 air.

1 A. I did.
 2 Q. It's just coincidental that it's the
 3 same name of the man you are living with,
 4 right?
 5 A. It is a coincidence.
 6 Q. How did you decide on Jimmy's?
 7 A. Just a random name.
 8 Q. Well, did Jimmy ever work at
 9 Jimmy's Mini Mart?
 10 A. Yeah. He was in there and he got a
 11 paycheck.
 12 Q. What did he do?
 13 A. He would talk to customers or
 14 something or might be running the cash
 15 register.
 16 Q. Now, the property on Osceola Street,
 17 1900 Osceola Street, was it purchased?
 18 A. Yes.
 19 Q. And was it financed?
 20 A. Yes.
 21 Q. Was there a down payment?
 22 A. Yes.
 23 Q. Where did that money come from?
 24 A. That was my money from refinancing my
 25 house.

1 Q. How much money was that?
 2 A. 10,000.
 3 Q. How about the Shull Street property?
 4 A. He's saying that -- I would like to
 5 see that check because a bank is not going to
 6 give me money if I have to borrow the down
 7 payment. I know I put the down payment on
 8 that too.
 9 Q. Do you know where that came from?
 10 A. Yes. From refinancing my house. I
 11 only owed 9-. I owe like 125- right now.
 12 Q. Was there \$100,000 received from a
 13 lawsuit?
 14 A. Yes.
 15 Q. What happened to that money?
 16 A. That money, some of it went back in
 17 the store, some of it paid bills and taxes. I
 18 was about \$20,000 behind in taxes, and I had
 19 to catch up.
 20 Q. Do you still have the Osceola
 21 property?
 22 A. Uh-huh.
 23 Q. What's it worth?
 24 A. I have no idea.
 25 Q. What do you owe on it?

1 A. 125-.

2 Q. How about the --

3 A. Sorry.

4 Q. -- Shull Street property?

5 A. 35-.

6 Q. And you say the Harbor lot is worth

7 about 25- or less?

8 A. I guess.

9 Q. What is the Osceola property worth?

10 A. Which one, 1900?

11 Q. Yeah.

12 A. I owe 35- on that.

13 Q. What is it worth?

14 A. It was appraised at 50- and I paid

15 50-. Both of the houses were appraised at

16 50-.

17 Q. How about Jimmy's Mini Mart, what's it

18 worth?

19 A. I have no idea.

20 Q. What's owed on it?

21 A. Right now I've got it down to -- one

22 loan is 125,000, the other loan is 69,000.

23 Q. So about \$180,000 owed?

24 A. Yes.

25 Q. And what does that -- what does

1 Jimmy's Mini Mart -- what does it consist of?

2 A. I don't understand the question.

3 Q. What is it? I mean, is it a -- is it

4 a lot? Is it a piece of dirt?

5 A. Jimmy's Mini Mart?

6 Q. Yeah.

7 A. You mean the convenience store?

8 Q. Yeah.

9 A. It's a block building.

10 Q. Where is it located?

11 A. 812 Meeting Street.

12 Q. How big is the block building?

13 A. I think it's about 800 square feet.

14 Q. Has it got gas pumps?

15 A. That's on 820 Meeting Street.

16 Q. All right. The gas pumps are next

17 door?

18 A. Uh-huh.

19 Q. Is that yes?

20 A. Yes.

21 Q. So one lot has got the gas pumps; the

22 other lot has got the store?

23 A. Yes.

24 Q. Do you know Wendy Barnett?

25 A. Yes.

1 Q. Did she ever work at Jimmy's Citgo?

2 A. She did.

3 Q. Does she still work there?

4 A. She does. She works for -- not for

5 Jimmy. She works for people that are leasing

6 it.

7 Q. And who is leasing it?

8 A. It's still called Jimmy's and their

9 last name is Patel.

10 Q. Did I ask you that?

11 A. Sorry. No.

12 Q. Why did you tell me about something I

13 didn't ask you about?

14 A. I said I was sorry.

15 Q. I -- all right. So Wendy Barnett does

16 not work for you now?

17 A. No.

18 Q. Would she know about the relationship

19 between you and Jimmy?

20 A. No.

21 Q. She worked there for 15 years. Would

22 she know how much work Jimmy did there?

23 A. She might.

24 Q. How about Frank White, do you know

25 him?

1 A. I do.

2 Q. How do you know him?

3 A. Jimmy introduced me to him when -- a

4 while back. I don't remember.

5 Q. Did you all ever do things together?

6 A. I think we went out to dinner twice.

7 Q. Now, Stephanie Finnell, that's your

8 daughter, right?

9 A. Yes.

10 Q. Did you ever discuss with her your

11 relationship with Jimmy?

12 A. No.

13 Q. Did you ever discuss why you would be

14 living with Jimmy out of wedlock?

15 A. No.

16 Q. She lives where now?

17 A. Romania.

18 Q. How long is she planning to be there?

19 A. She is supposed to be there for three

20 years and she just signed another contract for

21 three more.

22 Q. What sort of work is she doing?

23 A. She is a school counselor with a

24 master's plus 30, and she is there and they

25 pay all of her expenses plus her salary at

1 57,000.
 2 Q. Now, Michael Finnell, that's your son.
 3 A. Yes.
 4 Q. Where does he live?
 5 A. He is currently living in my house
 6 right now.
 7 Q. Did your ex-husband ever come to
 8 Columbia to visit?
 9 A. Yes.
 10 Q. Did he stay in the house with you and
 11 Jimmy?
 12 A. Yes.
 13 Q. Do you know Scott Willing?
 14 A. Yes.
 15 Q. How do you know him?
 16 A. He's my ex-husband.
 17 Q. You have been married how many times?
 18 A. Twice.
 19 Q. When you left him, who did you move in
 20 with?
 21 A. Jimmy.
 22 Q. Were you married to Scott when you
 23 were living with Jimmy?
 24 A. No. He, Scott, said he would testify
 25 too. We already had a separation agreement.

1 Q. Ma'am, you can't be sort of -- sort of
 2 married. Were you living --
 3 A. We were married. I said we had a
 4 separation agreement.
 5 Q. Well, then you would -- you would have
 6 been married to Scott Willing at a period of
 7 time when you were living with Jimmy?
 8 A. Yes.
 9 Q. How long did you live with Jimmy while
 10 you were married to Scott?
 11 A. I think the divorce went through maybe
 12 three months later.
 13 Q. So were your children living with
 14 you --
 15 A. Yes.
 16 Q. -- while you were still married --
 17 living with Jimmy but married to Scott?
 18 A. Yes.
 19 Q. Do you know Scott Nelson?
 20 A. Yes.
 21 Q. Was he a carpenter?
 22 A. He was a -- as far as I knew, he was a
 23 construction manager.
 24 Q. And did he do work?
 25 A. Yes.

1 Q. What work did he do?
 2 A. He put the addition onto the house
 3 that I'm in now, and I put all the materials
 4 on my Discover Card, which I have records of,
 5 and Jimmy paid him for the work.
 6 Q. Why would Jimmy have paid him for the
 7 work?
 8 A. Probably because he wasn't paying rent
 9 or mortgage. He lived in the house free.
 10 Q. Do you know Mr. Chris Truitt?
 11 A. Yes.
 12 Q. What did he do?
 13 A. He built the cabinets.
 14 Q. Who paid him for that?
 15 A. Yes.
 16 Q. Who?
 17 A. Jimmy.
 18 Q. Do you have any of the records -- any
 19 of Jimmy's tax records or business records?
 20 A. His -- the accountant -- he has an
 21 accountant that has the records. I don't.
 22 Q. Okay. My question was, do you --
 23 A. No.
 24 Q. -- have them?
 25 A. No.

1 Q. So what accountant is it that you
 2 think has all that?
 3 A. Carey Roof, his accountant.
 4 Q. You say that Jimmy has a long criminal
 5 record. What criminal record does he have?
 6 A. Intent to kill, possession of heroin.
 7 When I met him -- I will leave it at that
 8 because I'm not going to go any further.
 9 Q. Was he convicted of any of that?
 10 A. Yes.
 11 Q. What was he convicted of?
 12 A. Intent to kill and possession of
 13 heroin and running a gambling house and being
 14 a bookmaker.
 15 Q. When was all of that?
 16 A. I'm not sure.
 17 Q. Did Jimmy's Citgo -- how much are the
 18 Patels paying in rent per month?
 19 A. They pay \$3,800 a month plus 900 for
 20 the inventory.
 21 Q. What do you mean "for the inventory"?
 22 A. They couldn't pay for all the
 23 inventory when they purchased it, so it was
 24 financed.
 25 Q. How much --

1 A. I financed it for them.
 2 Q. How much do they still owe for the
 3 inventory?
 4 A. It will be paid in -- I don't know
 5 what the amount is they owe. There is three
 6 more years on the -- it was financed for five
 7 years.
 8 Q. Do you have any photographs that have
 9 Jimmy in them?
 10 A. No.
 11 Q. You don't have any pictures of Jimmy
 12 at all?
 13 A. No.
 14 Q. What happened to the pictures?
 15 A. Whatever pictures, or whatever, I had
 16 of his, I gave him his and I threw away
 17 anything I didn't want.
 18 Q. Did Brian Hughes put the swimming pool
 19 in?
 20 A. I guess it was him. I don't really
 21 know. I wasn't involved.
 22 Q. Did Dana Christianson put in the
 23 hardwood floors?
 24 A. No. He put in laminate floor, which I
 25 purchased.

1 Q. Did Beth White maintain the swimming
 2 pool?
 3 A. He -- that -- yes. I had her -- she
 4 was over there a few times for a hundred
 5 dollars. The rest of the time it was
 6 maintained by me or him.
 7 Q. Did Ronnie Rambo do anything?
 8 A. He didn't do anything in my house.
 9 Q. Did he do anything on any of the
 10 properties?
 11 A. He painted the store once and the
 12 store paid for it.
 13 Q. Do you know George Wessinger?
 14 A. I do.
 15 Q. How do you know him?
 16 A. He gambled with Jimmy Helms.
 17 Q. Would he have been around you from
 18 time to time?
 19 A. He's a hustler, no.
 20 Q. How about Jake Knotts, do you know
 21 him?
 22 A. Yes.
 23 Q. Is he a friend?
 24 A. No.
 25 Q. Is he an enemy?

1 A. I don't want to discuss that right
 2 now.
 3 Q. Well, you are -- we're discussing it,
 4 so.
 5 A. That's Jimmy's friend. I'm not going
 6 to do that.
 7 Q. Do you got anything against
 8 Jake Knotts?
 9 A. Huh-un.
 10 Q. Is that a no?
 11 A. That's a no.
 12 Q. How about Andre Bauer, is he a friend
 13 of yours?
 14 A. No.
 15 Q. Is he a friend of Jimmy's?
 16 A. I don't think so.
 17 Q. Would Andre Bauer have ever been
 18 around you all?
 19 A. No.
 20 Q. Do you know -- you say you do know
 21 Donna Smith?
 22 A. Yes.
 23 Q. Did she ever run any other business
 24 that ultimately you wound up with?
 25 A. No.

1 Q. How about Jody Crouch, who is she?
 2 A. Jody Crouch is a man, and that's the
 3 owner of the property.
 4 Q. Which property.
 5 A. Where MJ's was. He owned the liquor
 6 store next door and all the property.
 7 MR. MOORE: All right. I don't think
 8 I have any further questions at this time.
 9 MS. JEFFRIES: No questions.
 10 MR. MOORE: Let's see if we can get
 11 the domestic case filed and move forward.
 12 MS. JEFFRIES: Okay.
 13 MR. MOORE: Thank you all very much.
 14 MS. JEFFRIES: Thank you so much.
 15 (The deposition adjourned at
 16 approximately 12:31 p.m.)
 17
 18
 19
 20
 21
 22
 23
 24
 25

1 CERTIFICATE OF REPORTER

2
3
4 I, Shelley Burgoyne, Court Reporter
and Notary Public for the State of South
5 Carolina at Large, do hereby certify:

6 That the foregoing deposition was
7 taken before me on the date and at the time
and location stated on Page 1 of this
8 transcript; that the deponent was duly sworn
to testify to the truth, the whole truth and
9 nothing but the truth; that the testimony of
the deponent and all objections made at the
10 time of the examination were recorded
stenographically by me and were thereafter
11 transcribed; that the foregoing deposition as
typed is a true, accurate and complete record
12 of the testimony of the deponent and of all
objections made at the time of the examination
to the best of my ability.

13
14 I further certify that I am neither
related to nor counsel for any party to the
15 cause pending or interested in the events
thereof.

16 Witness my hand, I have hereunto
17 affixed my official seal this 27th day of
January, 2017, at Lexington County, South
18 Carolina.

19
20
21
22
23 Shelley Burgoyne, Court Reporter
24 Notary Public.
State of South Carolina at Large
25 My Commission expires:
June 29, 2020

1 INDEX

2 Page

3 Stipulation 3

4 EXAMINATION

5 BY MR. MOORE 3

6 Certificate of Reporter 61

16 EXHIBITS

17 REPORTER'S NOTE: No exhibits were marked for
18 identification.

1 STATE OF SOUTH CAROLINA
2 COURT OF COMMON PLEAS
3
4 JIMMY HELMS,
5 Plaintiff,
6 vs. CASE NO.: 2015-CP-40-7268
7 DEBBIE WILLING,
8 Defendant.
9
10 DEPOSITION
11
12 WITNESS: JIMMY HELMS
13
14 DATE: Wednesday, December 28, 2016
15
16 TIME: 9:57 a.m.
17
18 LOCATION: Moore Taylor Law Firm
19 1700 Sunset Boulevard
20 West Columbia, South Carolina
21
22 TAKEN BY: Attorney for the Defendant
23
24 REPORTED BY: Shelley Burgoyne
25 South Carolina Court Reporter

ABC REPORTING SERVICE
257 Summerland Avenue
Batesburg, South Carolina 29006
1-803-532-5255
1-803-730-3015 (cell)

1 STIPULATION: It is stipulated by and
2 between counsel that this deposition is being
3 taken in accordance with the South Carolina
4 Rules of Civil Procedure, and that the
5 deponent waives the right to read and sign the
6 deposition transcript.
7 -----

8 JIMMY HELMS, being first duly sworn,
9 testified as follows:

10 EXAMINATION

11 BY MS. JEFFRIES:

12 Q. Mr. Helms, my name is
13 Lakesha Jeffries. I represent Debbie Willing,
14 and we are here today to take your deposition
15 as it relates to this civil action you have
16 filed against her in Richland County.

17 Do you understand why we are here
18 today?

19 A. I absolutely do. Yeah, I surely do.

20 Q. Okay. All right. And so have you
21 given a deposition before?

22 A. Yes, ma'am.

23 Q. All right. So you understand the
24 rules that we've got to --

25 A. Yes. Pretty much so.

Page 2

1 APPEARANCES:
2 ATTORNEY FOR PLAINTIFF
3 JIMMY HELMS:
4 MOORE TAYLOR LAW FIRM
5 BY: S. JAHUE MOORE, ESQUIRE
6 1700 Sunset Boulevard
7 West Columbia, South Carolina 29169
8
9 ATTORNEY FOR DEFENDANT
10 DEBBIE WILLING:
11 JEFFRIES LAW FIRM, LLC
12 BY: LAKESHA W. JEFFRIES, ESQUIRE
13 1031 Middleton Street
14 Post Office Box 646 (29116)
15 Orangeburg, South Carolina 29115
16
17
18
19
20 ALSO PRESENT:
21 Debbie Willing
22
23
24
25 (INDEX AT REAR OF TRANSCRIPT)

Page 4

1 Q. Okay.
2 A. Yes, ma'am.
3 Q. We've got to --
4 A. Yes, ma'am.
5 Q. -- speak clearly and loudly --
6 A. Yes, ma'am.
7 Q. -- for the court reporter so that we
8 have a good, clean record.
9 A. No problem with that.
10 Q. Very good. What is your full name?
11 A. James Ormand Helms, Sr.
12 Q. What -- spell that middle name for me,
13 please.
14 A. O-R-M-A-N-D.
15 Q. Okay. What is your date of birth?
16 A. 1-24-52.
17 Q. Okay. And do you have a driver's
18 license with you?
19 A. I do.
20 Q. May I see it?
21 A. Yes, ma'am.
22 Q. And your driver's license number is
23 004579971?
24 A. If that's what it says.
25 Q. Okay. Your address is 1905 Osceola

Page 5

1 Street?
 2 A. Yes, ma'am.
 3 Q. Okay. And that is here in Columbia?
 4 A. Yes, ma'am.
 5 Q. Okay.
 6 A. Thank you.
 7 Q. Sorry. There you go.
 8 MS. JEFFRIES: And off the record.
 9 (Off-the-record discussion.)
 10 BY MS. JEFFRIES:
 11 Q. And how long have you lived at that
 12 residence, Mr. Helms?
 13 A. Maybe 16 months. I'm not exactly
 14 sure. 16, 18 months, I guess.
 15 Q. Where did you live prior to that?
 16 A. Across the street, 1904 Osceola
 17 Street.
 18 Q. How long did you live there?
 19 A. About I guess 11 years, somewhere in
 20 that range.
 21 Q. Okay. And the home that you are
 22 living in now, how is that home titled?
 23 A. It's titled in my name.
 24 Q. Okay. When did you purchase that
 25 home?

Page 6

1 A. I'm assuming seven, eight years ago.
 2 I'm not exactly sure.
 3 Q. Okay. And you purchased it seven or
 4 eight years ago?
 5 A. Somewhere in that range, yes, ma'am.
 6 Q. Okay. And you have lived there for 18
 7 months?
 8 A. 16, 18 months.
 9 Q. Okay.
 10 A. Yes, ma'am.
 11 Q. Prior to that you lived across the
 12 street.
 13 A. Yes, ma'am.
 14 Q. And the address, again, across the
 15 street?
 16 A. 1904 Osceola Street.
 17 Q. And who did you live with on 1904 --
 18 A. Deborah Willing.
 19 Q. Okay. How long did you and Deborah
 20 live together?
 21 A. Total about 13 years, I think.
 22 Q. Okay.
 23 A. With Lake Murray in there, yes, ma'am.
 24 Q. How is that home titled?
 25 A. It's in her name.

Page 7

1 Q. Okay.
 2 A. Absolutely.
 3 Q. All right. Did -- are you alleging
 4 that there is a common law marriage between
 5 you and Deborah?
 6 A. I'm alleging that, yes, ma'am. That's
 7 one of -- one of my --
 8 Q. Okay.
 9 A. Yes, ma'am.
 10 Q. Okay. So what is the basis for
 11 your --
 12 A. We carried ourself as man and wife.
 13 Q. Tell me --
 14 A. She helped me raise my children; I
 15 helped her raise her children.
 16 Q. Okay. Tell me --
 17 A. We slept together, ma'am.
 18 Q. Okay.
 19 A. I mean, come on.
 20 Q. Okay. What did you all do to hold
 21 yourselves out to the public as being husband
 22 and wife?
 23 A. She was introduced that way many times
 24 with some of my friends.
 25 Q. Okay. Who did you introduce her to

Page 8

1 as --
 2 A. I don't know, Jack Parker,
 3 Frank White. I don't -- I don't remember all
 4 those people, ma'am.
 5 Q. Okay. All right. And are you
 6 employed?
 7 A. I'm -- I'm semiretired, and now I'm a
 8 taxi driver, Uber driver. Thank you very
 9 much.
 10 Q. Okay. And who is your employer?
 11 A. Uber.
 12 Q. Uber.
 13 A. Yes, ma'am.
 14 Q. Okay. All right. And do you file
 15 income tax returns?
 16 A. I do, yes, ma'am.
 17 Q. And have you filed income tax returns
 18 for all of the years in which you and Debbie
 19 had a relationship?
 20 A. Well, Debbie usually did it for me,
 21 but, yes, ma'am, I did.
 22 Q. Okay.
 23 A. Yes, ma'am.
 24 Q. And how did you file your tax
 25 returns?

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1 A. I file -- I guess she -- we did it in
2 my name only.
3 Q. Okay.
4 A. Yes, ma'am.
5 Q. Did you file as single or did you file
6 as married?
7 A. Single, I'm sure.
8 Q. Okay. All right. So you represented
9 to the Federal Government that you were
10 single?
11 A. I'm sure we did, yes, ma'am.
12 Q. Okay. And are you receiving -- what
13 are your sources of income?
14 A. I receive Social Security.
15 Q. Okay. When did you begin receiving
16 Social Security?
17 A. At the age of 62.
18 Q. And how old are you now?
19 A. I'm -- I will be 65, January 24th.
20 Q. Okay. So you have been receiving it
21 for three years?
22 A. Almost, yes, ma'am.
23 Q. Okay. What do you receive a month?
24 A. I receive \$1,611 for me and
25 \$1,020-something for -- I have a minor child

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1 at home.
2 Q. I'm sorry?
3 A. I have a minor child at home. 1,000,
4 \$1,100 for him.
5 Q. Okay.
6 A. Like \$2,700.
7 Q. Okay. Your minor child, what's that
8 child's name?
9 A. Caden.
10 Q. Okay. And who is that child's mother?
11 A. Sandy Helms, H-E-L-M-S.
12 Q. Caden lives with you?
13 A. Yes, ma'am.
14 Q. Okay. How old is Caden?
15 A. He's 16.
16 Q. All right. And when you applied for
17 Social Security at the age of 62, did you hold
18 yourself out as being single or married?
19 A. I'm sure I did single, yes, ma'am.
20 Q. Okay. So, again, you represented that
21 you were single for purposes --
22 A. I absolutely did, yes, ma'am.
23 Q. For purposes of receiving your Social
24 Security?
25 A. Yes, ma'am.

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1 Q. Okay. Why did you do that if you and
2 Debbie were married?
3 A. Well, to be honest with you, I was in
4 the gambling business, so we always agreed
5 that if -- if anything -- I was in the video,
6 poker business in the state.
7 Q. Right.
8 A. I was also a bookmaker in the state.
9 I have a federal gambling stamp to do, so.
10 Q. Okay.
11 A. And if anything ever went bad as far
12 as the Federal Government, somebody come in
13 and check out -- we put everything in her name
14 so we wouldn't lose everything.
15 Q. Okay.
16 A. You want the honest to God truth.
17 Q. Yes, I do. Uh-huh.
18 A. Well, that's the truth, ma'am.
19 Q. Okay. So when it was convenient, you
20 represented --
21 A. Absolutely.
22 Q. -- that you were single.
23 A. Yes, ma'am.
24 Q. Okay. So you didn't always hold
25 yourself out to be husband and wife.

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1 A. Well, I guess not. Not on paper we
2 didn't, did we?
3 Q. Okay. All right. So you agree with
4 me on that?
5 A. I totally agree with you, yes, ma'am.
6 Q. Okay. All right. Let's back up a
7 little bit and talk about the video poker
8 business.
9 A. Uh-huh.
10 Q. Talk to me a little bit about, I
11 guess, your enterprise with -- with video
12 poker.
13 A. What do you mean?
14 Q. Did you have an LLC?
15 A. I did.
16 Q. Okay. What was the name of the LLC?
17 A. L&D Enterprises.
18 Q. Okay. When did you incorporate L&D?
19 A. Shit, I think probably '99, '98. I'm
20 not exactly sure.
21 Q. Okay. What does L&D --
22 A. Now, the poker business wasn't in the
23 LLC now. Sorry.
24 Q. Okay.
25 A. Sorry. Sorry.

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1 Q. Okay. So --
 2 A. The store was in -- I'm sorry.
 3 Q. Was the poker business something other
 4 than L&D?
 5 A. I just stated it as -- on my tax
 6 return, as wagering.
 7 Q. As what?
 8 A. Wagering. You know, wagering.
 9 Q. Okay.
 10 A. When I -- when I file my taxes as
 11 gambling.
 12 Q. Got you.
 13 A. I mean, we stated, you know, what we
 14 made.
 15 Q. Okay. What does the L&D stand for?
 16 A. Logan and Dalton.
 17 Q. Who are they?
 18 A. My other children.
 19 Q. Okay. All right. And so you
 20 incorporated in 19 --
 21 A. Somewhere in the '90s, late '90s.
 22 I'm -- it --
 23 Q. Okay.
 24 A. At one time it was with my second
 25 ex-wife, Sandy, was -- she was the president.

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1 Me and her got divorced, and then after that
 2 happened, me and my -- I put it in my older
 3 children's name, which is Christa Wilks.
 4 Q. Okay.
 5 A. And I think my younger son might have
 6 been on it, Michael Helms.
 7 Q. Okay.
 8 A. And then when me and Debbie got
 9 together, I just changed it and put it in her
 10 name or we went to the lawyer and changed it
 11 over.
 12 Q. Why did you change it over?
 13 A. Because we were together.
 14 Q. Okay. So you only changed it over
 15 into Debbie's name because you guys were in a
 16 relationship?
 17 A. Well, that and tax purposes and a lot
 18 of things, business, yes, ma'am.
 19 Q. Okay. What was the benefit for tax
 20 purposes in changing the LLC?
 21 A. Hell, I don't know. Ask -- ask my
 22 accountant. I'm not sure.
 23 Q. Who is your accountant?
 24 A. Carey Roof.
 25 Q. Okay. All right. So --

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1 A. I was just always told LLC is better
 2 to have than a --
 3 Q. Okay.
 4 A. You know, so you wouldn't be -- so you
 5 wouldn't get sued personally or something.
 6 I'm not sure.
 7 Q. Okay. All right. Fair enough. We
 8 will come back to that.
 9 A. All right.
 10 Q. All right. So what's the purpose for
 11 L&D Enterprises? What do you --
 12 A. To have a business.
 13 Q. Okay. What businesses are under that
 14 umbrella?
 15 A. At the time it was Jimmy's Citgo or
 16 Jimmy's Mini Mart, and we also -- we bought
 17 another business together. It was called
 18 MJ's Party Shop --
 19 Q. Okay.
 20 A. -- in Lexington. I think that's the
 21 only two we had.
 22 Q. Okay. Well, now, the business that --
 23 L&D was incorporated you say in 1998, correct?
 24 A. Roughly. I'm not --
 25 Q. Okay.

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1 A. Exact same year, but somewhere in that
 2 range.
 3 Q. Well, if that's what the Secretary of
 4 State records reflect --
 5 A. Whatever it is, yes, ma'am.
 6 Q. Right.
 7 A. Whatever it is, yes, ma'am.
 8 Q. So in 1998 what businesses did
 9 L&D Enterprises or L&D, LLC, own?
 10 A. In 2000 -- I'm not -- it must have
 11 been maybe 2000, the L&D. I think that's when
 12 I bought the store. I bought the store in
 13 2000.
 14 Q. What store?
 15 A. The Jimmy's Citgo.
 16 Q. Okay. What address?
 17 A. 812 Meeting Street.
 18 Q. Okay. And you purchased the building?
 19 A. Not at first.
 20 Q. Okay.
 21 A. I bought the business from my
 22 son-in-law.
 23 Q. Okay. Who is --
 24 A. And -- and about a year --
 25 Michael Wilks is his name.

1 Q. Okay.

2 A. And about a year later I bought the

3 store. I was paying rent. I think it was

4 1,200 a month, and I decided to buy the store,

5 so I purchased it from a man named Al Landers.

6 Q. Okay. You were paying rent to

7 Michael Wilks at 812 --

8 A. No. No. No. No. No. No.

9 Q. Okay.

10 A. To Al Landers.

11 Q. Okay.

12 A. I bought the business. My son-in-law

13 did not own the store property.

14 Q. Okay. All right. Well, let's be

15 clear because I'm confused on --

16 A. I bought the store from Michael Wilks.

17 Q. In what --

18 A. The business inside. Okay. He in

19 turn rented it from Al Landers. I started

20 renting it from Al Landers after I bought it.

21 A year later, then I purchased the store from

22 Al Landers.

23 Q. When you bought it from

24 Michael Wilks --

25 A. Yes, ma'am.

1 Q. -- what year?

2 A. 2000.

3 Q. Okay. What did you pay?

4 A. \$18,000.

5 Q. Did you write a check?

6 A. I did.

7 Q. From what bank account?

8 A. It was an American Express account I

9 had.

10 Q. Okay.

11 A. It was a platinum card I had at the

12 time.

13 Q. So you put it on a credit card?

14 A. I guess, yes, ma'am.

15 Q. Okay.

16 A. Yes, ma'am.

17 Q. So you did not write a check.

18 A. Well, it was a check. They gave me a

19 check.

20 Q. Okay.

21 A. I mean, I had a check from my credit

22 card, yes, ma'am.

23 Q. Okay. And Michael Wilks is your

24 son-in-law?

25 A. Son-in-law, yes, ma'am.

1 Q. Okay. Which daughter?

2 A. My oldest daughter, Christa.

3 Q. Okay. All right. And when did you

4 begin renting from Al Landers?

5 A. That -- that -- I think it was

6 December of 2000. I believe it -- oh, excuse

7 me. I think I took the store over in '99 or

8 2000.

9 Q. Okay.

10 A. But I guess the first month's rent

11 might have been due in January.

12 Q. Okay.

13 A. Somewhere in that range, December or

14 January, yes, ma'am.

15 Q. Of 2000?

16 A. 2000, yes, ma'am.

17 Q. Okay. What was your rent payment?

18 A. It was \$1,200 a month.

19 Q. Okay. Was there a contract between

20 you and Mr. Landers?

21 A. Oh, yeah. There was a lease done up,

22 yes, ma'am.

23 Q. Okay. Do you have a copy of that

24 lease?

25 A. Probably somewhere. I don't know.

1 Q. Okay.

2 A. Debbie might have it. I don't know.

3 She took care of all that stuff back then.

4 Q. Okay. So in the year 2000 you and

5 Debbie were together?

6 A. No. We got together in 2002, I

7 believe.

8 Q. Okay.

9 A. I believe that's right.

10 Q. All right. When did you sign the

11 lease with Mr. Landers?

12 A. In 2000, early 2000 or --

13 Q. Okay.

14 A. -- maybe December of '99. I'm not

15 exactly sure.

16 Q. So you signed the lease with

17 Al Landers --

18 A. Yes, ma'am.

19 Q. -- made the purchase with

20 Michael Wilks --

21 A. Yes, ma'am.

22 Q. -- before your relationship began with

23 Debbie.

24 A. Yes, ma'am, I did.

25 Q. Okay. So -- but Debbie was in charge

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1 of your lease agreements then?
 2 A. No. Debbie wasn't even around then,
 3 no, ma'am.
 4 Q. Okay. So where would those lease
 5 agreements be?
 6 A. Well, they would have been with me,
 7 but I'm sure when we got together and moved
 8 in, she took all my paperwork.
 9 Q. Okay.
 10 A. It was at my house, I guess.
 11 Q. Okay.
 12 A. When I lived at Lake Murray, I'm
 13 assuming.
 14 Q. Okay. When is the last time you have
 15 seen that lease?
 16 A. Hell, I don't -- maybe the first time
 17 I signed it. I'm not sure.
 18 Q. Okay. Back -- you haven't seen it in
 19 over 16 years.
 20 A. A long time. A long time, yes, ma'am.
 21 Q. All right. What documents did you
 22 review in order to prepare for this
 23 deposition?
 24 A. Did I review? I don't think I
 25 reviewed anything. I mean, what -- did I have

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1 to review something?
 2 Q. All right. And so L&D incorporated
 3 roughly in 1998 and --
 4 A. No. No. I will say '99, I think. Go
 5 back to '99.
 6 Q. Okay.
 7 A. Maybe late '99. I'm not exactly sure.
 8 Q. Incorporated roughly in 1999.
 9 A. Yes, ma'am.
 10 Q. And then is Jimmy's Mini Mart the
 11 first business that you operate as L&D?
 12 A. I'm pretty sure it was, yes, ma'am.
 13 Q. Okay. All right. And that was in
 14 2000?
 15 A. 2000 is when I basically took it over,
 16 yes, ma'am.
 17 Q. All right. So there is
 18 Jimmy's Mini Mart and then there is
 19 MJ's Party --
 20 A. That was later. That was later down
 21 the road.
 22 Q. Okay.
 23 A. That's a few years later.
 24 Q. Is it called MJ's Party Shop?
 25 A. It was called -- we called it

1 MJ's Party Shop, yes, ma'am.
 2 Q. Okay. All right. What is the address
 3 for that?
 4 A. It's something Highway 378. I can't
 5 remember.
 6 Q. Okay. All right.
 7 A. I really -- it's -- I can't remember.
 8 I'm sorry.
 9 Q. Okay.
 10 A. It's in Lexington.
 11 Q. Yes, sir. Was that a purchase?
 12 A. It was a purchase, yes, ma'am.
 13 Q. Okay. So were you the purchaser?
 14 A. I purchased it, yes, ma'am.
 15 Q. Okay. What did you pay to purchase --
 16 A. \$20,000.
 17 Q. Okay. You paid \$20,000.
 18 A. Yes, ma'am.
 19 Q. And was that with a check, credit
 20 card?
 21 A. That was cash money.
 22 Q. That was cash money.
 23 A. Yes, ma'am.
 24 Q. And who did you pay 20,000 --
 25 A. Jody -- I can't remember Jody's last

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1 name. Crouch, Jody Crouch.
 2 Q. Spell --
 3 Crouch?
 4 A. Yes, ma'am.
 5 Q. Okay.
 6 A. C-R-U-C-H(sic).
 7 Q. All right. Was there a lease
 8 agreement between you and Jody Crouch?
 9 A. The lease agreement was I think
 10 through L&D or through Debbie, yes, ma'am.
 11 Q. Okay.
 12 A. I'm not sure exactly how it was -- I
 13 can't remember how it was drew up.
 14 Q. What year?
 15 A. Shit, I can't -- I'm going to be
 16 honest with you. I don't remember. It seems
 17 like it was six, seven years ago, eight years
 18 ago.
 19 Q. Okay.
 20 A. We had it like four years. I'm not --
 21 I can't remember.
 22 Q. Okay. What is the status of
 23 Jimmy's Mini Mart today?
 24 A. Today?
 25 Q. Uh-huh.

1 A. We --
 2 Q. Does it still exist?
 3 A. It still exists, yes, ma'am.
 4 Q. Okay.
 5 A. Yes, ma'am.
 6 Q. Do you still own it?
 7 A. I think I still own pieces of it, yes,
 8 ma'am.
 9 Q. Okay. What is the status of
 10 MJ's Party Shop today?
 11 A. We sold it to one of the ladies that
 12 worked for us.
 13 Q. When you say "we," who are you
 14 referring to?
 15 A. Me and Debbie.
 16 Q. Okay. And so your testimony is that
 17 you and Debbie sold MJ's Party Shop.
 18 A. That's right.
 19 Q. And who did you sell that to?
 20 A. Donna. I can't remember her last name
 21 either. Donna Smith. Sorry. Donna Smith.
 22 Q. Donna Smith.
 23 A. Yes, ma'am.
 24 Q. So MJ's Party Shop is no more.
 25 A. No, ma'am.

1 Q. Okay. What year did you sell
 2 MJ's Party Shop?
 3 A. Here again it was -- we had it four
 4 years ago, so I would say -- it's 2016 --
 5 maybe 2011, 2012. I'm not exactly sure of the
 6 exact date.
 7 Q. Okay. All right. And what was the
 8 purchase price for the sale?
 9 A. I can't remember what she gave me for
 10 it, to be honest with you. I think it was --
 11 it was all about the inventory. Debbie, here
 12 again, has a copy of that, but I can't
 13 remember. I -- I don't know. It's 12-,
 14 15,000, 10,000. I don't -- I know we financed
 15 \$10,000 for her.
 16 Q. Okay.
 17 A. Maybe she gave us 18-. I can't --
 18 Debbie has copies of this.
 19 Q. Okay. So you don't know what she paid
 20 for it.
 21 A. Well, I did at the time, but she has
 22 copies of it.
 23 Q. Okay. Sitting here today do you know
 24 what Donna Smith paid to purchase --
 25 A. I can't remember the exact amount, if

1 that's what -- if you are asking me that
 2 question.
 3 Q. Okay.
 4 A. I don't remember the exact amount.
 5 Q. Okay.
 6 A. I know we financed \$10,000 for her, I
 7 think.
 8 Q. Okay. All right. What happened with
 9 that money?
 10 A. Debbie gave it to me for a while, and
 11 then we broke up.
 12 Q. Okay.
 13 A. I gave it to Debbie. Debbie just kept
 14 it.
 15 Q. Okay. So Debbie gave you how much
 16 money?
 17 A. How much money what?
 18 Q. You said -- I asked you what happened
 19 with the money that Donna Smith gave to you
 20 and you said Debbie gave it to me and then I
 21 gave it --
 22 A. I was talking about the payments that
 23 was being made.
 24 Q. Okay.
 25 A. Sorry.

1 Q. Okay. How much money did you collect
 2 on the sale from MJ's Party Shop?
 3 A. I don't -- I don't know. I would have
 4 to see the -- here again, Debbie has got a
 5 copy of everything.
 6 Q. Okay.
 7 A. If you sat it in front of me, then I
 8 could tell you exactly. I just --
 9 Q. Okay.
 10 A. I don't remember exactly.
 11 Q. Okay. We have asked you to produce
 12 documents to support --
 13 A. Well, Debbie has got the documents,
 14 so.
 15 Q. You -- you filed the lawsuit, sir.
 16 A. I understand, yes, ma'am.
 17 Q. And so we have asked you to produce
 18 documents to support what you believe to be
 19 the property and the damages at issue, and
 20 we've not gotten anything.
 21 A. Well --
 22 Q. So I need to understand what -- what
 23 are your damages here?
 24 A. What are my damages?
 25 Q. Yes, sir.

1 A. Are you kidding me?
 2 Q. Yes, sir. What are your damages?
 3 A. She is trying to steal half of what I
 4 worked for all my life. What do you mean what
 5 are my damages? I owned the store before she
 6 was ever here. Debbie is a good woman. She
 7 worked hard. She's a smart lady, but she is
 8 trying to screw me out of what I worked for
 9 all my life. Are you kidding me? What are
 10 the damages?
 11 Q. Yes, sir. What are the damages?
 12 A. Add it up.
 13 Q. I'm asking you to add it up, sir.
 14 You've brought the lawsuit.
 15 THE WITNESS: Can I have my piece of
 16 paper there, Jake, please?
 17 MS. JEFFRIES: You can use this.
 18 THE WITNESS: No. I got a piece of
 19 paper.
 20 MS. JEFFRIES: Okay.
 21 THE WITNESS: You want to know the
 22 damn damages. I will give them to you.
 23 MR. MOORE: It's right there on top,
 24 Jimmy.
 25 THE WITNESS: Thank you.

1 MR. MOORE: That's it.
 2 THE WITNESS: You want to get your
 3 calculator out?
 4 MS. JEFFRIES: Yeah.
 5 MR. MOORE: Jimmy.
 6 THE WITNESS: Sir.
 7 MR. MOORE: You be respectful to this
 8 lady.
 9 THE WITNESS: I am, yes, sir. I am.
 10 MR. MOORE: I know you are frustrated.
 11 THE WITNESS: Yeah.
 12 MR. MOORE: She's simply asking you --
 13 THE WITNESS: I understand that.
 14 MR. MOORE: She wants to know how much
 15 money that you have and what is titled in her
 16 name.
 17 BY MS. JEFFRIES:
 18 Q. No, sir. I want to know what your
 19 damages are based on this lawsuit that you've
 20 filed. You want Debbie to pay you some money,
 21 and I want to know --
 22 A. Actually, I don't want Debbie to give
 23 me a damn -- no, I don't want Debbie -- I
 24 never asked Debbie to give me money.
 25 Q. Well, okay.

1 A. What I asked her to do was --
 2 Q. Okay.
 3 A. Is to put the property -- give me the
 4 deeds in my name so when we do sell something,
 5 then we will split or when the rent money
 6 comes in, I get half of what I worked for.
 7 That's all I ever asked -- I never asked
 8 Debbie --
 9 Q. Okay.
 10 A. -- for a quarter.
 11 Q. Well, that helps because -- that
 12 helps.
 13 A. Well, now that you did it, I will ask
 14 for some. Thank you.
 15 Q. Okay. Just --
 16 MR. MOORE: Jimmy. Jimmy. Jimmy.
 17 THE WITNESS: Well, I mean, really.
 18 It's right. I mean, it's pretty simple.
 19 MR. MOORE: Now wait a minute, Jimmy.
 20 Hush.
 21 THE WITNESS: Yes, sir.
 22 MR. MOORE: What you need to do is to
 23 tell this lady what is titled in Debbie's name
 24 that belongs to you or to the both of you.
 25 MS. JEFFRIES: And --

1 THE WITNESS: Okay. Here we go.
 2 MS. JEFFRIES: -- we will come back to
 3 that, sir. Okay?
 4 THE WITNESS: Well, you said you
 5 wanted it, so let's do that now while it's on
 6 my -- fresh in my memory, if you want to.
 7 MS. JEFFRIES: Let's -- sure.
 8 THE WITNESS: Okay.
 9 MS. JEFFRIES: All right.
 10 THE WITNESS: All right. 812 Meeting
 11 Street.
 12 BY MS. JEFFRIES:
 13 Q. Stop right there.
 14 A. Okay.
 15 Q. 812 Meeting Street.
 16 A. Yes, ma'am.
 17 Q. Is that an -- is that a --
 18 A. That is the Jimmy's Citgo. That is
 19 the convenience store, yes, ma'am.
 20 Q. Okay. Let's -- let's talk about when
 21 you -- when did you purchase 812
 22 Meeting Street?
 23 A. 2000, ma'am.
 24 Q. Okay. And when did you transfer or
 25 did you transfer 812 Meeting Street?

1 A. I never transferred. All I did was
2 just -- I transferred the -- the L&D -- I just
3 put Debbie's name on the L&D as president of
4 the -- of the LLC.

5 Q. Okay. Before you move forward --

6 A. Yes, ma'am.

7 Q. -- on 812 Meeting Street --

8 A. Yes, ma'am.

9 Q. -- you owned at some point the title
10 to that property.

11 A. I did, yes, ma'am.

12 Q. Okay.

13 A. Yes, ma'am.

14 Q. And is it your testimony that today
15 Debbie has title to that property?

16 A. I'm sure she does, yes, ma'am.

17 Absolutely. Yeah.

18 Q. Okay. So --

19 A. Absolutely. Yeah.

20 Q. -- how would Debbie have gotten the
21 title to 812 Meeting Street?

22 A. Well, when we decided to go into the
23 gas station business or put in gas pumps, we
24 decided that together, and so we needed to
25 borrow some money.

1 Q. Okay.

2 A. Okay. So Debbie went to the bank. We
3 all talked about this together, me and her, so
4 we went to borrow the money, but she wanted --
5 at the same time she said, Well, let's just --
6 let's get out -- let's buy --- let's -- let's
7 put this money that you owe Al Landers into
8 this whole package deal, so that is what we
9 did. We paid off Al Landers --

10 Q. What did you pay --

11 A. -- with what Debbie borrowed. She,
12 Debbie, borrowed it in her name. Not me. You
13 are right.

14 Q. What did you pay to Al Landers?

15 A. 30- -- he charged me 135-. I gave him
16 I think it was \$15,000 down and then I started
17 making payments. I made payments for two
18 years, so whatever that adds up to.

19 Q. You tell me. What --

20 A. Let's see. All right. I gave him
21 15,000 and then I made payments of -- I think
22 the payments were 1,200. Roughly -- let's
23 see. That's 24,000. Roughly \$36,000,
24 somewhere, 36-, \$38,000 I paid Al Landers.

25 Q. Okay. And so --

1 A. Before we --

2 Q. All right.

3 A. Before Debbie -- you know, we did the
4 gas deal and put everything in her name.

5 Q. All right. So is it your testimony
6 that you refinanced 812 Meeting Street to pay
7 off a loan to Al Landers?

8 A. We -- yeah. We --

9 Q. Okay.

10 A. We did refinance to pay off the loan
11 and to borrow the money to do the gas pumps.

12 Q. Okay.

13 A. Yes, ma'am. We did do that, yes,
14 ma'am.

15 Q. And is it correct that when you
16 refinanced the property, that you titled 812
17 Meeting Street --

18 A. I'm sure if it -- it's the only way
19 you could have done it. Don't you think?
20 Yes, ma'am, I think so.

21 Q. Have to ask the question just so that
22 we have a clear record.

23 A. Yes, ma'am.

24 Q. Is it correct that when you refinanced
25 812 Meeting Street, that you deeded that

1 property over to Debbie?

2 A. I think I would have had to, yes,
3 ma'am.

4 Q. Okay. All right. Did anybody
5 threaten, force or coerce you?

6 A. No. No. No.

7 Q. Okay. Was that a free and voluntary
8 decision on your part?

9 A. That was an agreement that me and
10 Debbie made.

11 Q. Okay. That you would deed the
12 property to her?

13 A. Yes, ma'am.

14 Q. She would refinance the property and
15 get the loan.

16 A. Get the loan, yes, ma'am.

17 Q. Okay.

18 A. Absolutely true, yes, ma'am.

19 Q. Is it correct that you would not
20 qualify for the loan?

21 A. I might not have qualified for the
22 loan, but it was more about me being in the
23 gambling business, I think

24 Q. Okay.

25 A. But it could be correct, yes, ma'am.

1 Q. So it was more about you being in the
2 gambling business. What does that --

3 A. Probably -- probably a majority of the
4 two -- of the two issues, you know.

5 Q. How does --

6 A. I just went through a divorce. I was
7 dead busted, yes, ma'am. Yeah. Probably so,
8 yes, ma'am.

9 Q. How does you being in the gambling
10 business affect how the property is titled?

11 A. Titled?

12 Q. Whether it's in your name, her name,
13 why does that matter? What is you -- what
14 does being in the gambling business have to do
15 with this?

16 A. Well, if the gambling business is
17 illegal in the State of South Carolina, let's
18 say the government came in and -- you know,
19 they might take our property, right?

20 Q. I'm asking you, sir.

21 A. Well, I don't know. You the lawyer.
22 I would think so. I mean, that's -- that was
23 our reason behind it, I mean, you know.

24 Q. Okay. So is it your testimony that
25 you deeded property in Debbie's name to avoid

1 nothing to do about seizer, ma'am. Nothing,
2 period.

3 Q. Okay.

4 A. I mean, nothing. Nothing. That was
5 it.

6 Q. Okay. Anything else you want to add
7 on that?

8 A. No, ma'am. That's it.

9 Q. All right. Now, the loan that you got
10 or who got the loan? It was --

11 A. Debbie got the loan.

12 Q. Okay. You didn't finance the loan?

13 A. No, ma'am, I did not.

14 Q. Okay. Your Social Security number is
15 not attached to it?

16 A. No. I wouldn't think so, no, ma'am.

17 Q. You're not on the hook for it.

18 A. No, ma'am.

19 Q. Who's been on the hook for paying --

20 A. Debbie has always been on the hook for
21 it.

22 Q. Okay. Do you know the amount of that
23 loan that was refinanced?

24 A. I can't remember it. It was a lot of
25 money at first. It was all -- it should be

1 any liens?

2 A. I'm not going to say that, no, ma'am.

3 Q. Okay.

4 A. No, not liens. There was no liens
5 involved, no.

6 Q. Or to avoid your property from being
7 seized?

8 A. Our property from being seized maybe,
9 yes, ma'am. Our property. Not mine.

10 Q. Okay. The property.

11 A. The property. I like that, yes,
12 ma'am.

13 Q. Okay. All right.

14 A. Yes, ma'am.

15 Q. So your testimony is that you deeded
16 812 Meeting Street over to Debbie so that it
17 would not be seized.

18 A. No, that's not my testimony. There
19 was no seizer in process, so we just --

20 Q. Okay.

21 A. My testimony is we did it to borrow
22 the money to pay Al Landers off and to put the
23 gas pumps in.

24 Q. Okay.

25 A. It was a business decision. It had

1 paid off this May, by the way, but anyway.

2 Q. Okay. And Debbie is --

3 A. But I can tell you this. The business
4 I started, she never pulled a penny out of her
5 pocket to make the loan. It all came out of
6 the business that I started, ma'am.

7 Q. Okay.

8 A. Everything.

9 Q. Okay.

10 A. When the business didn't have no
11 money, who put the -- who put the money in
12 there to keep the business alive?

13 Q. Okay. All right. And --

14 A. I started this business, ma'am.

15 Debbie never had to pull any cash out of her
16 pocket. She did one time. She put 15,000
17 out. Sorry. I take that back.

18 Q. Okay. So the --

19 A. So the loans that were being paid off
20 was paid from the business that we were in
21 together.

22 Q. Okay.

23 A. So if I had nothing do with it -- I
24 worked the store 13 years, ma'am.

25 Q. Okay.

1 A. Go check and see how many paychecks I
 2 got from the store, how many hours I worked
 3 there.
 4 Q. Okay.
 5 A. Why don't you do that. She handled
 6 all that too.
 7 Q. Okay. So you earned a salary from the
 8 store.
 9 A. Salary? When?
 10 Q. You just said you got paychecks.
 11 A. I think she might have gave me four or
 12 five.
 13 Q. Okay. You just said I should see all
 14 of the paychecks that you got.
 15 A. Yeah. Yeah, that's what I said. All
 16 of them, because I worked 13 years, so if we
 17 weren't in business together --
 18 Q. Okay.
 19 A. -- why would I not be getting a big
 20 paycheck every -- you know, a paycheck.
 21 Q. Okay.
 22 A. She took one.
 23 Q. Okay. Did --
 24 A. So I just worked the store all them
 25 hours for no reason, just for the hell of it?

1 Q. Okay. You got paid to work at the
 2 store, correct?
 3 A. I think I might have got maybe -- in
 4 13 years maybe \$2,000, maybe.
 5 Q. Okay.
 6 A. Maybe more. I don't know. Not -- not
 7 much more than that.
 8 Q. Did you ever get a W-2?
 9 A. A W-2? Yeah. I think I did, yes,
 10 ma'am.
 11 Q. Okay.
 12 A. Yeah. I think she gave me a couple of
 13 them. I mean, she only gave me a few checks.
 14 I can't remember how much they were.
 15 Q. Okay. All right. And so what did you
 16 do at the store?
 17 A. I worked the register. I did a lot of
 18 things. We opened up in the morning like at
 19 6:00, 5:30. Me and her both got up --
 20 Q. Okay.
 21 A. -- religiously. We worked -- she
 22 worked -- she ran the kitchen. We stocked the
 23 store. We put -- everything, I guess. I
 24 mean, whatever the store -- whatever it took
 25 to do, we were there.

1 Q. Okay. What were the hours of
 2 operation?
 3 A. We opened from six to eleven at first.
 4 I think we changed it six to ten later down
 5 the road, six days a week. Well, seven days
 6 at first. Then we went to six.
 7 Q. How many hours a day did you work the
 8 store?
 9 A. At least eight. At least ten
 10 sometimes. Maybe longer sometimes. It
 11 depends on what we needed.
 12 Q. I got you.
 13 A. Somebody didn't show up, we would be
 14 there or I would be there or Debbie would be
 15 there, you know.
 16 Q. And how long did you do that?
 17 A. Since 2000.
 18 Q. Okay. From 2000 to what year?
 19 A. Until we sold the store in -- it will
 20 be three years ago this May.
 21 Q. Okay.
 22 A. I think that's right.
 23 Q. Jimmy's?
 24 A. Jimmy's, yes, ma'am. Yes, ma'am.
 25 Q. All right. So from 2000 to 2013

1 roughly?
 2 A. Yes, ma'am.
 3 Q. Okay.
 4 A. Yes, ma'am.
 5 Q. All right. And you did not receive a
 6 salary.
 7 A. Huh-un.
 8 Q. Is that a no?
 9 A. I received a few checks, but no
 10 salary, no, ma'am.
 11 Q. Okay. All right.
 12 A. No, ma'am. That's a no, I guess. I
 13 got a few checks out.
 14 Q. What were your sources of income for
 15 purposes of reporting to the Federal
 16 Government for the years of 2000 and 2013?
 17 A. My bookmaking business.
 18 Q. Okay.
 19 A. Wagering business.
 20 Q. And --
 21 A. And our video poker business we had
 22 together.
 23 Q. Okay. All right. Is it your
 24 testimony that you had a video poker business
 25 with Debbie?

1 A. Absolutely.
 2 Q. Okay.
 3 A. Yeah.
 4 Q. What was that -- did that business
 5 have a name?
 6 A. No. Huh-un. It was just -- what I
 7 call it. Jimmy's Amusement Company, yes,
 8 ma'am. That's right.
 9 Q. Okay.
 10 A. Yes, ma'am, I did. Jimmy's Amusement
 11 Company.
 12 Q. All right. Did that business have a
 13 tax ID number?
 14 A. It was all filed under my name I'm
 15 pretty sure.
 16 Q. Okay.
 17 A. Through me personally, I think.
 18 Q. All right. So it was attached to your
 19 Social Security number?
 20 A. Yes, ma'am.
 21 Q. Okay.
 22 A. I'm pretty sure it was, yes, ma'am.
 23 Q. All right. Did Jimmy's Amusement ever
 24 file taxes?
 25 A. I think I did it all personally, I

1 think, ma'am.
 2 Q. Okay.
 3 A. I'm pretty sure it was all personally,
 4 yes, ma'am.
 5 Q. Okay. All right. What did your video
 6 poker business consist of?
 7 A. Meaning?
 8 Q. What --
 9 A. Machines.
 10 Q. Okay. What years did you all operate?
 11 A. Up until probably 2011, 2012,
 12 something like that.
 13 Q. Okay. Where did you have equipment
 14 and machines?
 15 A. We had them in Jimmy's -- we had them
 16 in that store, Jimmy's Citgo.
 17 Q. Okay.
 18 A. We had them in MI's Party Shop. We
 19 had them at numerous other locations, but as
 20 time went by we just had them in those two
 21 places the last few years.
 22 Q. Okay. What is -- what's involved with
 23 managing video poker machines? Do you have to
 24 go in and take money out of the machines?
 25 A. Yes, ma'am. Of course, yes, ma'am.

1 Q. Okay. How frequently do you do that?
 2 A. Sometimes once a day; sometimes once
 3 every couple days.
 4 Q. Okay. All right. Whose
 5 responsibility was it to go in and get the
 6 monies out of the machines?
 7 A. I did it most of the time. Sometimes
 8 I had her son help me, I mean.
 9 Q. Okay. Did Debbie ever do that?
 10 A. I'm sure she did some helping.
 11 Q. Okay.
 12 A. I mean, she probably went by there
 13 with me and I handed her money, I mean, sure.
 14 Q. Okay. Can you recall a time where she
 15 went in and took money out of your video poker
 16 machines?
 17 A. I'm sure she did when I got sick or
 18 something, I was home sick. I'm sure she used
 19 the machine keys to get the money out.
 20 Q. Okay.
 21 A. Yeah. Absolutely. Yeah.
 22 Q. Okay.
 23 A. She did, yeah.
 24 Q. You've seen her take money out of the
 25 video --

1 A. Absolutely, yes.
 2 Q. Okay.
 3 A. Yes, of course.
 4 Q. Okay. All right. And so you
 5 primarily took the money out; Debbie
 6 occasionally took the money out. Is that your
 7 testimony?
 8 A. I would say so, yes, ma'am.
 9 Q. Okay.
 10 A. I probably took it out 90 percent of
 11 the time, 95 percent of the time.
 12 Q. Okay. And so you were running this
 13 operation after video poker was banned from
 14 the state?
 15 A. Yes, ma'am, we were. We were.
 16 Q. Okay.
 17 A. Not you, but we, yes, ma'am.
 18 Q. Okay. All right. Your booking
 19 business, what is that?
 20 A. Taking bets on ball games, sports.
 21 Q. Okay. And do you have a federal ID
 22 number?
 23 A. I did, yes, ma'am. Federal -- I had a
 24 federal gambling -- gambling stamp.
 25 Q. Okay. Do you still have that?

1 A. No, ma'am. I -- I quit doing that.
 2 Me and Debbie decided after we -- after
 3 that -- we sold the store, we were going to --
 4 she wanted me to get out of the business, and
 5 I did.
 6 Q. Okay.
 7 A. So I didn't renew it.
 8 Q. Okay.
 9 A. She used to file it all for me, matter
 10 of fact, so.
 11 Q. Okay.
 12 A. We were going to retire and go into
 13 the sunset, but it didn't work out that way.
 14 Q. Why did you all break up?
 15 A. Just couldn't get along, just argued
 16 all the time, just numerous --
 17 Q. What did you all --
 18 A. Just children mainly -- children
 19 mainly. Children mainly was our -- our main
 20 problem, yes, ma'am.
 21 Q. Okay. All right. You argued over the
 22 children?
 23 A. A lot, yes, ma'am.
 24 Q. Okay.
 25 A. Yes, ma'am.

1 Q. All right. Now, your booking and your
 2 gambling businesses are one and the same,
 3 correct, or is there a separate identity?
 4 A. I don't have that anymore, so it's
 5 none. It's none no more, so what do you mean
 6 by --
 7 Q. When you were operating, were they the
 8 same? You said your sources of income were
 9 the video poker --
 10 A. Uh-huh.
 11 Q. -- booking and gambling.
 12 A. Uh-huh.
 13 Q. And so are you classifying the booking
 14 and gambling together or are they separate?
 15 A. Booking is gambling. What are you --
 16 I don't --
 17 Q. I'm asking.
 18 A. I don't understand your question.
 19 Q. Okay. So the gambling that you did
 20 was all under your federal booking stamp.
 21 A. As far as bookmaking, yes, ma'am.
 22 Yes, ma'am.
 23 Q. Okay.
 24 A. Yes, ma'am.
 25 Q. All right.

1 A. As far as bookmaking, yes, ma'am.
 2 Q. And you did that from 2000 to 2013?
 3 A. Yes, ma'am.
 4 Q. Okay. All right. Now --
 5 A. I was in that business a long time,
 6 but, I mean, that was just the years we were
 7 together, yes, ma'am.
 8 Q. Right. So before we move on to the
 9 other pieces of property -- because we're
 10 still on 812 Meeting Street.
 11 A. Yes, ma'am.
 12 Q. That property was refinanced. You
 13 deeded it over to Debbie. Debbie got the
 14 loan.
 15 A. Yes, ma'am.
 16 Q. Debbie made the payments on the loan.
 17 A. From the money that came out of the
 18 store, yes, ma'am.
 19 Q. Okay. And you have not written a
 20 check out on that loan personally, have you?
 21 A. I don't think I ever did, no, ma'am.
 22 Q. Okay.
 23 A. No, ma'am.
 24 Q. And to this day you don't know how
 25 those payments are being made.

1 A. Yeah. They are being made from the
 2 money she is getting from the -- from the sale
 3 of the store, the rent and the --
 4 Q. Okay.
 5 A. And the part we financed for them,
 6 yeah.
 7 Q. How do you know that? You haven't
 8 been --
 9 A. Well, I -- I would hope so, ma'am.
 10 Excuse me.
 11 Q. Okay. So you don't know that.
 12 A. I guess you're right. I don't know
 13 that, yes, ma'am.
 14 Q. Okay. All right. So now 812 --
 15 A. I know Debbie pays her bills, so I
 16 would -- pretty sure she would pay it, yes,
 17 ma'am.
 18 Q. Okay. All right. 812 Meeting Street.
 19 What is the other piece of property that you
 20 believe Debbie owns or that you believe is
 21 titled --
 22 A. There is a few pieces of property.
 23 Not just one. Not just the other piece.
 24 Q. I know.
 25 A. Okay.

1 Q. I know. We're going to get to them
2 all.
3 A. 809 Shull Street is one of them.
4 Q. 809 Shull Street.
5 A. Uh-huh.
6 Q. All right.
7 A. That we bought together.
8 Q. All right. When did -- when was that
9 property purchased?
10 A. I -- I don't know, here again.
11 Q. Okay.
12 A. I'm sorry. Ten years ago maybe.
13 Q. Okay. How much money was used to
14 purchase that property?
15 A. That was \$50,000...
16 Q. Okay.
17 A. And I did make the down payment on
18 that.
19 Q. Okay.
20 A. It was \$14,000, and there is a check
21 to verify that.
22 Q. Okay. 809 Shull Street purchased
23 about ten years ago.
24 A. Eight to ten years ago, yes, ma'am.
25 Q. Okay. And you put \$10,000 down?

1 A. I think it was 14- and some change.
2 Q. Okay.
3 A. It went through the -- the Harrell Law
4 Firm did that deal, so.
5 Q. Who?
6 A. Harrell Law Firm. They did the --
7 they did the closing, I guess.
8 Q. Okay. And this property is titled in
9 Debbie's name?
10 A. It's all titled in Debbie's name, yes,
11 ma'am.
12 Q. Okay. All right. Shull Street is --
13 where is that property located?
14 A. It's directly behind the store.
15 Q. Okay. All right. Was Shull Street
16 purchased after Meeting Street?
17 A. Yes, ma'am.
18 Q. Okay.
19 A. Yes, ma'am.
20 Q. All right.
21 A. It was after me and Debbie got
22 together, yes, ma'am.
23 Q. Okay. Why did you purchase Shull
24 Street?
25 A. We just thought it -- we talked about

1 it. We thought it was a good investment.
2 We -- I think we paid 50,000 for it,
3 and we -- we wanted -- it kind of gave us that
4 front and back of two roads. As far as we
5 thought, it was a good business deal, and we
6 rented it out as a -- as a boardinghouse,
7 basically rented rooms out, so we just -- we
8 thought it was a good business decision.
9 Q. Okay.
10 A. Because it backed up to our property.
11 Q. All right. And you put \$14,000 cash
12 or check?
13 A. It was -- that was done in a check,
14 yes, ma'am.
15 Q. Okay. From which account?
16 A. It was a Wachovia account. I'm pretty
17 sure.
18 Q. Okay.
19 A. Well, might -- it's Wells Fargo now.
20 Wachovia then, I think, yes, ma'am.
21 Q. And was that your personal account?
22 A. Yes, ma'am.
23 Q. Okay. All right. What other -- what
24 other property is out there?
25 A. 1900 Osceola Street.

1 Q. Okay. All right. Is that a residence
2 or is that a business?
3 A. It's the house right beside where
4 Debbie lives. It's right -- yes, ma'am. It's
5 a residence, yes, ma'am.
6 Q. Okay. All right. Is that the home
7 where you are living now?
8 A. No, ma'am. No, ma'am.
9 Q. Okay.
10 A. That's a house that we were renting
11 out.
12 Q. Okay.
13 A. And the kids used sometimes before we
14 started renting it out.
15 Q. And that home is titled to Debbie.
16 A. It's -- it's all in Debbie's name.
17 Q. All right.
18 A. Everything is in Debbie's name, ma'am.
19 Q. When was Osceola Street purchased?
20 A. Maybe a couple, two, three years after
21 we got together.
22 Q. Okay. And what did you give towards
23 the purchase of that property?
24 A. I don't think I gave anything on that.
25 I know I gave a lot of money to help remodel

1 it, and as far as we remodeled, we did a lot
2 of work to it.
3 Q. Okay. All right. So you didn't put
4 any down payment on --
5 A. I don't -- no, ma'am. No, ma'am, I
6 didn't.
7 Q. On --
8 A. Me and Debbie did it together because
9 it had to be -- our money was together, but,
10 anyway, whatever. I guess maybe it wasn't
11 together.
12 Q. Okay. So you didn't put a down
13 payment on 1900 Osceola Street.
14 A. No, ma'am.
15 Q. Okay.
16 A. No, ma'am.
17 Q. You made -- you said you did some
18 remodeling?
19 A. We did a lot of work on a lot of the
20 houses, yes, ma'am.
21 Q. Okay. What did you do on 1900 Osceola
22 Street?
23 A. We added the back room. We added a
24 room to it. We added the back room. We
25 didn't redo the kitchen. We just -- we added

1 a room to it. We put a stoop on it out front,
2 a porch. We --
3 Q. Who --
4 A. We fenced it in. I had a guy that
5 worked for me that did the work.
6 Q. Okay.
7 A. A guy named Scott. Hell, I can't
8 remember Scott's last name now, but --
9 Q. Who paid Scott?
10 A. I paid Scott.
11 Q. Okay. What did you pay Scott?
12 A. Cash money.
13 Q. How much?
14 A. I don't remember. Let's see. Just
15 for that one house?
16 Q. Uh-huh.
17 A. Maybe -- maybe 6-, \$7,000, counting
18 the fence and everything.
19 Q. Okay.
20 A. Maybe 8- at the most. I don't -- I'm
21 not sure.
22 Q. Okay. You paid Scott between 6- to
23 8,000 cash to do some remodeling?
24 A. Not counting some of the stuff, but --
25 Q. Okay.

1 A. -- Debbie did buy some of the stuff
2 from Home Depot to -- I remember that.
3 Q. Okay.
4 A. So some of that might have been --
5 some -- I'm talking about some of the lumber
6 are what I think -- Debbie might have
7 purchased some of that stuff through the --
8 through Home Depot, I think.
9 Q. Who is living at that residence now?
10 A. She had it rented out a couple times.
11 I don't think anybody is living -- I don't
12 know. I live -- I don't see anybody living
13 there, but I don't --
14 Q. Okay.
15 A. It was rented out for a while until a
16 couple months ago.
17 Q. Okay. All right. So --
18 A. And I don't know the people, so.
19 Q. Okay. Who pays the taxes on that?
20 A. Debbie pays taxes.
21 Q. Okay. Who pays the insurance?
22 A. Debbie pays the insurance.
23 Q. Is there a mortgage on that property?
24 A. Yes, ma'am. I guess there is unless
25 she paid it off.

1 Q. Okay. Who pays the mortgage?
2 A. Debbie pays the mortgage --
3 Q. Okay.
4 A. -- out of the money that we made
5 together.
6 Q. Okay. All right. Are there any other
7 pieces of real estate.
8 A. Yes, ma'am.
9 Q. Okay. What's the next address?
10 A. It's -- it's Lot 12 in Harbor Watch.
11 Q. Talk to me about that.
12 A. It is a -- it's a lot that I bought
13 during my second marriage, and it was -- I
14 refinanced -- anyway, it was paid off, and
15 then me and Debbie talked about it, and Debbie
16 said it would be a smart idea to get -- it was
17 still in my second wife's name.
18 Q. Right.
19 A. So we talked about it, and she -- she
20 said, Well, you know, you need to get that
21 back from her, so we did, and I gave her -- so
22 we did.
23 So I said, Okay.
24 She said, Okay. So we offered her I
25 think it was \$6,000 to -- to, you know, take

1 it out of her name and put it in Debbie's
 2 name, and that's what I did.
 3 Q. Okay.
 4 A. Robin Alley attorney handled that --
 5 Q. Okay.
 6 A. That closing on the deal.
 7 Q. Okay. So let me summarize what you
 8 just said, so there is a lot, Harbor Watch.
 9 A. Lot Number 12, yes, ma'am.
 10 Q. Lot Number 12.
 11 A. Yes, ma'am.
 12 Q. That property went to your ex-wife,
 13 Sandy Helms, is that right, in your divorce?
 14 A. It was in her name, so we never -- it
 15 never kind of got -- it kind of got left out
 16 there.
 17 Q. Okay.
 18 A. And after me and Debbie was together
 19 for a while, we decided that -- Debbie -- I
 20 mean Sandy needed money, so Debbie said,
 21 Look --
 22 Q. Okay.
 23 A. -- offer her this. She will probably
 24 take it --
 25 Q. All right.

1 A. -- and then you will get your lot
 2 back.
 3 Q. Okay.
 4 A. That's pretty much what we said, so
 5 that's what we did.
 6 Q. Okay.
 7 A. So I gave her -- I'm pretty sure it
 8 was \$6,000.
 9 Q. So Sandy needed money.
 10 A. Yes, ma'am.
 11 Q. And your testimony is that you and
 12 Debbie together gave her \$6,000.
 13 A. Yes, ma'am.
 14 Q. Okay.
 15 A. Yes, ma'am.
 16 Q. But the property is only deeded in
 17 Debbie's --
 18 A. It's only deeded -- yes, ma'am.
 19 Q. Okay. All right. And so what is the
 20 value of that property; do you know?
 21 A. I don't know. We just -- she was
 22 trying to sell it. We tried to sell it. I --
 23 I would say -- I mean, of course I think it's
 24 worth more than it really is maybe, but super
 25 nice neighborhood. I -- I guess maybe 50-,

1 60,000. I'm not sure.
 2 Q. Okay. Did you all pay Sandy cash?
 3 A. I think we gave her a check because
 4 she --
 5 Q. Okay.
 6 A. I remember we gave her a check because
 7 she was pissed off because we didn't give her
 8 money in cash.
 9 Q. Okay. And so the check was from what
 10 account?
 11 A. I'm pretty -- well, I'm pretty sure
 12 Debbie wrote the check, yes.
 13 Q. Okay.
 14 A. Out of Wachovia, I'm sure.
 15 Q. Was it from her personal account or
 16 from L&D Enterprises?
 17 A. I -- I would -- I'm -- best of my
 18 recollection, it was from her personal
 19 account, yes, ma'am.
 20 Q. Okay. So Debbie wrote a check from
 21 her personal account to Sandy --
 22 A. Yes, ma'am. That's my recollection,
 23 yes, ma'am.
 24 Q. And Sandy gave Debbie the deed to the
 25 property.

1 A. Well, the lawyer did all that, yes,
 2 ma'am.
 3 Q. Right. But Sandy signed --
 4 A. Signed it, yes, ma'am.
 5 Q. Okay.
 6 A. That's correct. Yes, ma'am.
 7 Q. But your testimony is that it was part
 8 of your money included in that 6,000.
 9 A. Oh, absolutely.
 10 Q. Okay. All right. Did you and Debbie
 11 have joint bank accounts?
 12 A. No, ma'am.
 13 Q. Okay. So you guys did not comingle
 14 your --
 15 A. No, ma'am.
 16 Q. -- accounts.
 17 A. No, ma'am.
 18 Q. So everything during your relationship
 19 with Debbie, where you lived together, what
 20 was in her bank account was her money and what
 21 was in your bank account was your money?
 22 A. I didn't look at it that way. She
 23 paid a lot of things for me out of her
 24 account, so I didn't look at it that way.
 25 Q. Okay. Did you have access to her bank

1 account?
 2 A. No, ma'am. I don't think so, no.
 3 Q. Did she have --
 4 A. I never asked for access for it.
 5 Q. Okay. Did she --
 6 A. I trusted her, ma'am.
 7 Q. Okay. Did she have access to your
 8 bank account?
 9 A. She wrote all my checks. I guess she
 10 did. I don't -- I don't know. She wrote all
 11 my bills for me.
 12 Q. Okay. From your bank account.
 13 A. Yes, ma'am.
 14 Q. Okay. All right. But you never wrote
 15 any checks out of her bank --
 16 A. I'm sure I -- no, I don't think I did.
 17 I don't -- no. I'm sure I didn't, ma'am.
 18 Q. Okay. All right. Okay. What is the
 19 next piece of property?
 20 A. I guess that's it.
 21 Q. Okay.
 22 A. That we did together. Other than she
 23 had her own house when we -- we moved from
 24 Lake Murray.
 25 Q. Which house?

1 A. That I -- that I remodeled and did a
 2 lot of work on.
 3 Q. Which house?
 4 A. You want -- where she lives now.
 5 Q. Okay. So you believe you have an
 6 interest in her house?
 7 A. I have some -- I don't have interest
 8 in her house, but I have an interest in what
 9 I -- what I did to her -- I don't want her
 10 house.
 11 Q. Okay.
 12 A. I don't -- I don't want her house. I
 13 just -- I put a lot of money in her house. It
 14 was a piece -- it was just a little dump
 15 house. Me and her and my kids, it was like
 16 seven, eight of us living in this little -- so
 17 I -- we started remodeling that. We added a
 18 room on. We -- I put new floors, new kitchen,
 19 new roof, new stoop. Not that we needed it,
 20 but I put a brand new swimming pool in the
 21 backyard. It was about \$40,000, so, yeah, I
 22 did a lot to her house, yes, ma'am.
 23 Q. What's the address?
 24 A. It's 1904 Osceola Street.
 25 Q. Okay. What do you think value-wise

1 you put into -- dollar-wise what did you put
 2 into that property?
 3 A. Easily 80- to a hundred thousand,
 4 easily.
 5 Q. Okay. And --
 6 A. We put a brand new kitchen in.
 7 Q. Okay.
 8 A. We...
 9 Q. How did you make the purchases for
 10 those improvements, cash?
 11 A. Cash money, ma'am.
 12 Q. Okay.
 13 A. We like the cash money. The cash was
 14 good for us at the time.
 15 Q. Okay. You dealt mainly in cash; is
 16 that right?
 17 A. Yes, ma'am. Gave Debbie a lot of cash
 18 too, by the way.
 19 Q. Okay. All right. All right. Any
 20 other pieces of property, real estate?
 21 A. Well, realistically I would think that
 22 where I live she should have part interest in.
 23 I never have quite understood. Out of
 24 everything we always did together -- well, it
 25 all comes back on me now. I wonder why.

1 Where I live at 1905, I didn't want to
 2 buy that old house, and she said -- and Debbie
 3 is a pretty smart girl. She really is. She
 4 said, Look, Jimmy, that's a good investment.
 5 Why don't you try to buy that house, so I did
 6 Q. Okay.
 7 A. And -- and I bought the house.
 8 Q. Is it in your name?
 9 A. It is in my name. Out of all the
 10 stuff we did together, I got that one in my
 11 name.
 12 Q. All right.
 13 A. I guess thank God.
 14 Q. When did you purchase that property?
 15 A. Seven, eight years ago. I'm pretty
 16 sure. I can't remember exactly when.
 17 Q. Okay. Why did you put that house in
 18 your name?
 19 A. I don't know. Ask her.
 20 Q. I'm asking you, sir.
 21 A. I don't know. I don't know, ma'am.
 22 Q. Okay.
 23 A. I -- I -- I question myself that a
 24 lot.
 25 Q. Okay.

1 A. I wonder why, why that went down that
2 way.
3 Q. All right. What did you pay for that
4 house?
5 A. It was 27,5-.
6 Q. 27,000?
7 A. Yes, ma'am. \$500.
8 Q. Okay.
9 A. I think I put -- I think I put 10,000
10 and paid it off over the years.
11 Q. Okay.
12 A. Debbie gave me the last \$6,000 to pay
13 it off with, by the way.
14 Q. You paid 10,000 cash?
15 A. Cash. Well, no. I wrote her a check.
16 That was a check, yes, ma'am.
17 Q. Okay. From which account?
18 A. Had to be my account from Wachovia or
19 Wells Fargo, whatever that was.
20 Q. Okay. And then --
21 A. And then the lady financed the -- the
22 17,5-.
23 Q. Who did you purchase that home from?
24 A. Her name was Louise Ball, but she has
25 since been deceased.

1 Q. Yes, sir.
2 A. So her son handles all her affairs.
3 If you need his name, it's -- his name is
4 Jonathan Ball.
5 Q. Okay. Are there --
6 A. And I recently just -- recently after
7 all this time just recently got clear title to
8 it, so.
9 Q. Yes, sir.
10 A. I had to get a lawyer to do that, by
11 the way. That's another story.
12 Q. Are there any other pieces of real
13 estate that you believe --
14 A. Well, there is two addresses, 812 and
15 820, so you have --
16 Q. Okay.
17 A. The 820 is where the gas pumps are --
18 Q. Okay.
19 A. -- and 812 is where the store sits.
20 Q. Okay. All right. Any other pieces of
21 property?
22 A. I don't -- I think that's all we did
23 together.
24 Q. Okay.
25 A. I'm pretty sure it is.

1 Q. All right. Other than the real
2 estate, is there anything else that you
3 believe needs to get divided?
4 A. Well, there is numerous things. There
5 is numerous things we bought together through
6 time.
7 Q. Okay.
8 A. I mean, we bought -- we bought lawn
9 mowers. We bought --
10 Q. Okay.
11 A. I bought us a storage building that's
12 behind -- it's one of those freight carrier,
13 steel buildings that we -- we have got -- we
14 have stuff in, and there is many things we've
15 purchased together through time.
16 Q. Okay.
17 A. I mean, I -- I don't have an amount to
18 put on it, but --
19 Q. Okay. What is it that you want,
20 Mr. Helms?
21 A. What do I want?
22 Q. Yes, sir.
23 A. I want half of what is mine.
24 Q. Okay.
25 A. That's all I want.

1 Q. Okay.
2 A. I don't even want -- I want money. Of
3 course I want money, but I want -- when these
4 loans are paid off -- and they should be paid
5 off in May.
6 Q. Okay.
7 A. What she has done since then, I don't
8 know.
9 Q. Okay.
10 A. But she told me -- because, see,
11 ma'am, there was a lawsuit that we won a
12 hundred thousand dollars in.
13 Q. Okay. When was that?
14 A. That was back -- I don't know. A few
15 years ago.
16 Q. Okay.
17 A. Four -- maybe right -- right before we
18 sold the store, somewhere in there, a
19 couple -- maybe right in that time.
20 Q. Okay.
21 A. A couple two, three years ago.
22 Q. Okay.
23 A. Of a hundred thousand dollars, and
24 we -- Debbie got audited. We got audited, and
25 we had -- and we had to pay some taxes.

1 Q. Okay.
 2 A. And I know Debbie had to pay the taxes
 3 on all this money, so I don't know how much
 4 she ended up paying. Finally paid the taxes
 5 off I hope. I guess she did. And then we got
 6 \$106,000, and they're proceeds from the store
 7 that I was at the closing, that I signed, that
 8 I witnessed. Of course, it wasn't in my name.
 9 You are right about that. No. No, not at
 10 all.
 11 Q. Okay.
 12 A. I just want what is right. That's all
 13 I want, ma'am.
 14 Q. Okay.
 15 A. I don't want any more than what's
 16 right.
 17 Q. Well, I'm trying to -- trying to put a
 18 dollar figure on that or figure out what --
 19 what does that look like for you?
 20 A. I don't know. When people get
 21 divorced, do they -- do they -- what do they
 22 do, just split it down the middle? What do
 23 they do?
 24 Q. I'm asking you, sir.
 25 A. Well, I want everything down the

1 Meeting Street? What exists to show that you
 2 actually put some money into that before it
 3 was refinanced? What documents, paperwork --
 4 A. Well, Debbie -- Debbie has the closing
 5 on the -- on the -- from the -- when we --
 6 when we -- she has all my -- she has all my
 7 paperwork, so my proof is in her file
 8 cabinets, ma'am. I guess that's the only
 9 answer I can give you.
 10 Q. Okay.
 11 A. She has -- she -- Debbie is well --
 12 well-organized. She takes care of everything,
 13 so she -- she had it all. She is --
 14 Q. What proof do you have to -- what
 15 documents exist to show that there were
 16 payments made on Shull Street from you, the
 17 \$14,000 down payment?
 18 A. Oh, there is a check for that, yes,
 19 ma'am. Yeah.
 20 Q. Do you have a copy of that check or --
 21 A. I will get it. I don't have it right
 22 in front of me, but I --
 23 Q. Okay. But --
 24 A. -- will get it, yes, ma'am.
 25 Q. -- it's easy for you to get?

1 middle then. You asking me. I will give you
 2 a question(sic).
 3 Q. Okay.
 4 A. When the -- when the store is paid
 5 off, I want half of what comes in on that, if
 6 we ever sell the store, I want my half if it's
 7 ever sold.
 8 Q. Okay.
 9 A. If the houses at -- at -- the
 10 boardinghouse on 809 is ever sold, I want half
 11 that money.
 12 Q. Okay.
 13 A. Or I want half the income that comes
 14 in on it.
 15 Q. Okay.
 16 A. If the rental house is sold on 1900, I
 17 want half that money, if it's ever sold, or I
 18 want half the rental income.
 19 Q. Okay.
 20 A. So that's all I want. I don't -- you
 21 know --
 22 Q. What proof do you --
 23 A. -- just basically --
 24 Q. What proof do you have as to your
 25 investment, initial investment, into 812

1 A. I think so, yes, ma'am.
 2 Q. Okay.
 3 A. It happened a long time ago. I will
 4 try.
 5 Q. Okay. Osceola Street, what exists to
 6 support -- 1900 Osceola Street, what documents
 7 exist to support that you paid --
 8 A. Anybody any money?
 9 Q. Yes.
 10 A. Well, I -- how about I just bring the
 11 witnesses in to say that I paid them money?
 12 Would that work for you?
 13 Q. Who are those witnesses?
 14 A. Scott -- what is Scott's last name.
 15 Q. And what is his number?
 16 A. I will have to get it for you.
 17 There's numerous people. There is flooring
 18 people. There is --
 19 Q. Okay.
 20 A. -- cabinet people. There is a lot --
 21 there is a lot of proof, honey.
 22 Q. All right. Because we've asked you to
 23 tell us who your witness are.
 24 MR. MOORE: Jimmy, give them the names
 25 of the people.

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1 THE WITNESS: I gave you -- you have
2 got it over there on your -- on the other
3 piece of paper.
4 MR. MOORE: Well, come get it.
5 THE WITNESS: Where is it at? I
6 thought you gave it to me, but I don't see it.
7 MR. MOORE: You have got these things
8 written down. Give her the names of the
9 people. Just go down that list of people that
10 you gave me, and you can show her these other
11 documents that you have got in your hand, that
12 I had on the front of the file.
13 THE WITNESS: Is this my file here?
14 MR. MOORE: That's my file.
15 THE WITNESS: And it's got my stuff in
16 it?
17 MR. MOORE: Yeah, but your stuff --
18 THE WITNESS: I listed all those names
19 on another piece of paper.
20 MR. MOORE: It should be in that stuff
21 you just pulled up from there. That might --
22 that's not it. It should be what you just
23 picked up.
24 THE WITNESS: I don't see it on the
25 back.

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1 MR. MOORE: I tell you what, you look
2 for it. I'm going to go to the bathroom. I
3 will be right back, but it should be --
4 THE WITNESS: Anyway, Scott's the
5 carpenter. I will get you his last name.
6 MS. JEFFRIES: Do you want us to stop
7 while you --
8 MR. MOORE: Let me go to the restroom
9 for a minute.
10 MS. JEFFRIES: Okay.
11 (A short break transpired.)
12 THE WITNESS: Okay. Here we go.
13 Number one, carpenter-wise, who did some of
14 the work --
15 BY MS. JEFFRIES:
16 Q. Who are you going to call as
17 witnesses --
18 A. Scott Nelson. Okay. I will give
19 you -- okay. Scott Nelson.
20 Q. What is his number?
21 A. I will have to get his number.
22 Q. Okay.
23 A. I mean, I will get it to you. I
24 promise.
25 Q. Is he not in your cell phone?

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1 A. I don't think so. He changed --
2 Q. Do you want to check.
3 A. He -- he moved, but, anyway, I will
4 get his number for you.
5 Q. What's his address?
6 A. He moved. I don't know. He is in San
7 Antonio, Texas, but he said he would come
8 testify for me, so.
9 Q. Okay. All right. Where did he last
10 live when he lived here?
11 A. He lived over off of -- he lived near
12 the store. I -- I'm not sure of the exact
13 address, ma'am.
14 Q. Which store?
15 A. Near Jimmy's Citgo.
16 Q. Okay.
17 A. Our store.
18 Q. Okay. The one on 378?
19 A. Meeting Street.
20 Q. Okay.
21 A. Meeting Street.
22 Q. All right. Who is Scott Nelson?
23 A. He was a carpenter that handled the --
24 he did a little bit of everything. He did a
25 lot of --

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1 Q. Okay.
2 A. He did the roofing; he did fences; he
3 did remodeling. He did a lot of work for us,
4 a lot of work.
5 Q. Okay. Do you have receipts and
6 verifications of what you paid to
7 Scott Nelson?
8 A. No, ma'am. I just have cash money
9 that I gave him. He will --
10 Q. Okay.
11 A. He said he would state that I paid
12 him. That's up to you. You can ask him.
13 Q. Okay. So he will say whatever you
14 tell him.
15 A. I wouldn't say that, ma'am.
16 Q. Okay.
17 A. He's a pretty honest guy, actually.
18 Q. Okay.
19 A. Actually, I'm more honest than you
20 think I am.
21 Q. Why do you think I think you are not
22 honest?
23 A. I don't know. You just -- you are
24 just getting under my skin, but that's okay.
25 It's your job. I understand.

1 Q. Okay.
 2 A. Okay. The next person is -- let's
 3 see. All right. Brian Hughes.
 4 Q. Okay. What is his address?
 5 A. He -- he did the swimming pool work.
 6 Q. What is his address?
 7 A. I don't have a clue, but I will find
 8 his --
 9 Q. What is his number?
 10 A. I have -- I don't have a clue.
 11 Q. Okay. Where does he live?
 12 A. He lives in Columbia.
 13 Q. Okay. What part?
 14 A. Well, I don't know, ma'am. I don't
 15 know.
 16 Q. Okay.
 17 A. I don't know, but I will get him here.
 18 I promise you. Dana Christianson is the next
 19 name.
 20 Q. Stop. Let's --
 21 A. I'm sorry.
 22 Q. Let's stay on Brian Hughes. How long
 23 have you known him?
 24 A. I haven't -- I -- I didn't know -- I
 25 met him when he first did the pool. Her --

1 her son actually knew of him some kind of way.
 2 Q. Okay. And so you met Brian Hughes
 3 through Debbie?
 4 A. Through Debbie's son.
 5 Q. Through Debbie's son.
 6 A. Yeah. Yeah. They -- they knew each
 7 other some kind of way.
 8 Q. What is his name, Debbie's son?
 9 A. Michael Finnell.
 10 Q. Okay. All right. And how much did
 11 you pay to Brian Hughes?
 12 A. I think the pool was -- he got like --
 13 let's see. I think he got -- he got like 18-
 14 to 20,000 out of his part that he did for the
 15 pool work.
 16 Q. And is it your testimony that you paid
 17 him 18- to \$20,000 cash?
 18 A. That's my testimony, yes, ma'am.
 19 Q. Okay. In what year?
 20 A. I -- let's see. That pool has
 21 probably been in existence six years, so 20 --
 22 roughly 2009 or '08 -- I mean '10, maybe.
 23 I'm -- I'm not exactly sure.
 24 Q. Okay. What were your reported
 25 earnings in 2008?

1 A. You have to ask Debbie. She has all
 2 my tax records.
 3 Q. I'm asking you, sir, because --
 4 A. I don't know because she has them.
 5 I'm answering your question.
 6 Q. And in 2009 what were your reported
 7 earnings?
 8 A. 2009, I don't know, because she --
 9 Q. Okay.
 10 A. I don't know.
 11 Q. And in 2010, same answer, you don't
 12 know?
 13 A. Same -- she -- she filed my taxes,
 14 ma'am.
 15 Q. Okay. But in either of those years
 16 you paid between 18- to \$20,000 cash for a
 17 swimming pool --
 18 A. Uh-huh.
 19 Q. -- to Brian Hughes?
 20 A. Uh-huh. I won \$75,000 on a -- on a
 21 football pool, ma'am. That's how I did it.
 22 If you want to question where the money came
 23 from.
 24 Q. Okay. You won 75,000 on a foot --
 25 A. On a football pool, yes, ma'am.

1 Q. Okay. What does that mean?
 2 A. You know, the squares, a hundred
 3 squares, and people -- you know, the numbers
 4 they get.
 5 Q. Okay.
 6 A. And a hundred people get on it, and it
 7 costs 1,500 a square, and at the end of the
 8 score -- game, the numbers lined up and my
 9 name was in the middle, and I hit it, 75,000.
 10 Q. That's pretty good. Okay.
 11 A. Yes, ma'am.
 12 Q. All right. Did you report that as
 13 earnings?
 14 A. I'm sure I did not.
 15 Q. Okay. All right. And the next
 16 witness, sir?
 17 A. Dana Christensen.
 18 Q. Spell that.
 19 A. C-H-R-I-S-T-E-N-S-E-N.
 20 Q. And is that a man or a woman?
 21 A. That's a man.
 22 Q. Okay. What is his number?
 23 A. His number? I do have his number,
 24 518-5624.
 25 Q. What does he know about the

1 renovations?
 2 A. Oh, he did a lot -- he did some
 3 hardwood and tile work for us.
 4 Q. Where?
 5 A. In Debbie's -- in Debbie's house, 1904
 6 Osceola Street.
 7 Q. Okay.
 8 A. Kitchens and bathrooms, stuff like
 9 that.
 10 Q. So what is he going to testify?
 11 A. That he just did the work and I paid
 12 him.
 13 Q. Okay. And how much did you pay him?
 14 A. Let's see. Probably less than 4,000.
 15 I can't remember --
 16 Q. Okay.
 17 A. -- exactly how much money he got.
 18 Q. And you paid in cash?
 19 A. Oh, yes, of course.
 20 Q. Okay. What year?
 21 A. This was right before -- this was
 22 probably three years ago maybe, four years
 23 ago.
 24 Q. Okay. All right.
 25 A. Three years ago, four years ago.

1 Right before we busted up.
 2 Q. What is Dana's address?
 3 A. I don't have a clue. I don't know
 4 that, ma'am.
 5 Q. Okay. Where does he live?
 6 A. He lives in Columbia.
 7 Q. What part of town?
 8 A. Not sure.
 9 Q. Okay. Have you ever been to his
 10 house?
 11 A. No, ma'am.
 12 Q. Okay.
 13 A. He was a customer that came in the
 14 store.
 15 Q. Okay.
 16 A. But we use a lot of people that come
 17 in the store.
 18 Q. Okay. He would come into the store.
 19 Which store?
 20 A. The Jimmy's Citgo on 812 Meeting
 21 Street in West Columbia, South Carolina.
 22 Q. Okay. And how frequently would he
 23 visit the store?
 24 A. He was a regular customer.
 25 Q. Okay.

1 A. He would come in for breakfast, yes,
 2 ma'am.
 3 Q. Okay. He came in --
 4 A. Three or four times a week maybe.
 5 Q. Okay. For breakfast only?
 6 A. He might have -- I mean, I don't
 7 remember. He might have come in for lunch
 8 sometime or get gas. I can't remember
 9 exactly.
 10 Q. All right. Did he come if for the
 11 machines?
 12 A. No. I don't think he ever played the
 13 machines, no, ma'am.
 14 Q. Okay. Other witnesses?
 15 A. Let's see. Let's see. Ronnie Rambo.
 16 Q. Okay.
 17 A. He did some -- he just did some basic
 18 painting work for us. Mainly at the store,
 19 though. I don't think we ever used him at
 20 our -- I might have used at our house, I mean.
 21 Q. Okay.
 22 A. I think we used him at the store.
 23 It's 2,000 -- his number is 201- --
 24 Q. What is he going to establish for you
 25 at court?

1 A. He is going to establish that me and
 2 Debbie carried ourself as man and wife and
 3 that I paid him some money to do some painting
 4 at the store.
 5 Q. Okay. You do recognize that you have
 6 previously testified that when it was
 7 convenient, you did not hold yourselves out to
 8 be man and wife?
 9 A. I did not testify to that.
 10 Q. Okay.
 11 A. When it was convenient? I never --
 12 I --
 13 Q. You said that you all did not file
 14 taxes together.
 15 A. I said -- yes, ma'am.
 16 Q. And you said that when you applied for
 17 Social Security, that you applied as being a
 18 single individual.
 19 A. Yes, ma'am.
 20 Q. And I asked you -- the question was,
 21 so do you agree with me that when it was
 22 convenient for you to hold yourself out as
 23 being single --
 24 A. Well, if I -- if I -- if it meant to
 25 be -- say convenient, I'm sorry. I

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1 misunderstood what you said.
 2 Q. Okay.
 3 A. But --
 4 Q. All right. So when you told --
 5 A. That was all just for tax purposes,
 6 ma'am, but you -- you can --
 7 Q. Well, when you told the federal
 8 government that you were single, what did you
 9 mean by that?
 10 A. What did I mean by it?
 11 Q. Yeah.
 12 A. For tax purposes we were single.
 13 Q. Okay. All right.
 14 A. I didn't want Debbie to get in no
 15 trouble; I didn't want to get in trouble, so,
 16 you know.
 17 Q. All right.
 18 A. Debbie has got a whole lot of cash
 19 too, so.
 20 Q. Okay.
 21 A. Don't throw the first stone here,
 22 ma'am.
 23 Q. Okay. All right. Ronnie Rambo's
 24 number?
 25 A. 201-0010.

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1 Q. 0 -- 201- --
 2 A. -0010.
 3 Q. What's his address?
 4 A. He lives in Lexington. I'm not sure,
 5 ma'am.
 6 Q. Okay. He did painting at the store.
 7 A. He did some painting at the store,
 8 yes, ma'am.
 9 Q. All right. And other witnesses?
 10 A. James Spires.
 11 Q. Okay. Telephone number?
 12 A. I don't know. He's retired. I don't
 13 know. He used to own a carpet store. He
 14 did -- he did some hardwood work for us also.
 15 Q. Okay. And anyone else?
 16 A. Chris Truitt.
 17 Q. Okay. Number?
 18 A. I don't -- I don't know it.
 19 Q. Address?
 20 A. Don't -- he lives in West Columbia.
 21 Q. Okay. What does he know?
 22 A. He -- he -- he did the kitchen work
 23 for us at Debbie's house.
 24 Q. Okay. What did you pay him?
 25 A. I think he finally got about 8,000 out

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1 of me. I think it was 6,000 at first, but he
 2 did some -- knocked some walls out or
 3 something. I think he got about 8,000 cash
 4 from me.
 5 Q. Cash. Okay.
 6 A. Yes, ma'am.
 7 Q. What did you pay James Spires?
 8 A. James Spires owed me some money, so we
 9 worked it out.
 10 Q. Okay. So --
 11 A. About \$9,000, if you want a figure on
 12 it.
 13 Q. But you didn't pay him 9,000.
 14 A. He owed me money, so we worked it out.
 15 It was a barter, I guess you would say, yes,
 16 ma'am.
 17 Q. Okay. So you did not pay James Spires
 18 \$9,000 cash money to do work.
 19 A. He -- he reimbursed me for money that
 20 he owed me doing work on our house, yes,
 21 ma'am.
 22 Q. Okay. What did you pay Ronnie Rambo?
 23 A. I think Ronnie got a couple thousand.
 24 It wasn't a big deal.
 25 Q. I didn't hear you, sir.

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1 A. A couple thousand dollars. I'm sorry.
 2 Maybe --
 3 Q. How much?
 4 A. \$2,000 maybe. He just redid the -- he
 5 just repainted the store one time for us best
 6 I remember.
 7 Q. Okay. And who else, sir?
 8 A. As far as work done, I believe
 9 that's -- it was a black gentleman that did
 10 the wall, the retaining wall. I --
 11 Q. I'm just talking about witnesses you
 12 are going to call at trial.
 13 A. Oh, okay. Wendy Barnett.
 14 Q. Okay.
 15 A. Okay.
 16 Q. Who is that?
 17 A. She worked for me for a long time and
 18 still works -- still works at the store, I
 19 think.
 20 Q. Okay.
 21 A. Her number is 80 -- she -- her
 22 address, I know it's -- you can find her at
 23 812 Meeting Street in West Columbia, South
 24 Carolina.
 25 Q. Okay.

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1 A. Her phone number is (803) 556-4454.
 2 Q. And you're calling Wendy as a witness
 3 for what purpose?
 4 A. That we carried ourself as man and
 5 wife --
 6 Q. Okay.
 7 A. -- and that we did things together.
 8 Q. Okay.
 9 A. Next one is Frank White.
 10 Q. Okay. Never mind. Go ahead.
 11 A. Frank White.
 12 Q. Frank White?
 13 A. Yes, ma'am.
 14 Q. Okay.
 15 A. He lives in West Columbia. I'm not
 16 sure his exact address, but his phone number
 17 is (803) 318-2342.
 18 Q. And what is he going to testify to?
 19 A. That we carried ourself as man and
 20 wife --
 21 Q. Okay.
 22 A. -- and that we were partners and did
 23 things together in business.
 24 Q. Okay. You do understand that the case
 25 that's pending is not in family court. It

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1 says -- it's in circuit court.
 2 A. I'm just answering your questions,
 3 ma'am.
 4 Q. Okay.
 5 A. The next one would be
 6 Stephanie Finnell, which is -- which is my
 7 stepdaughter. I guess was my stepdaughter,
 8 but, anyway, Stephanie Finnell.
 9 Q. All right. And her number?
 10 A. Her number is -- used to be
 11 (803) 466-8382. She's in Romania. She is out
 12 of the country.
 13 Q. But she is going to come testify for
 14 you?
 15 A. Probably not, but I will --
 16 Q. Okay.
 17 A. -- put her name down anyway.
 18 Q. What does she know?
 19 A. She knows that me and her momma
 20 carried ourself as man and wife and that I was
 21 a pretty good stepfather to her and did a lot
 22 of things for her.
 23 Q. Okay.
 24 A. I think she will.
 25 Q. All right.

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1 A. And her son, Michael Finnell.
 2 Q. Okay.
 3 A. I'm not sure his number.
 4 Q. Okay. So far that's 11 witnesses.
 5 Are there any others?
 6 A. Candy McNight. She probably won't
 7 testify for me, but I'm going to write -- give
 8 you the name anyway.
 9 Q. Candy?
 10 A. That's Debbie's sister.
 11 Q. Okay.
 12 A. I don't know her phone number. She
 13 lives in Cape Cod.
 14 Q. Okay.
 15 A. And...
 16 Q. What does Jake --
 17 MR. MOORE: Jake Knotts too.
 18 Q. -- Knotts --
 19 A. Jake Knotts. Yeah, Jake Knotts.
 20 MR. MOORE: And Andre Bauer.
 21 BY MS. JEFFRIES:
 22 Q. And --
 23 THE WITNESS: Do you got his number?
 24 BY MS. JEFFRIES:
 25 Q. We can find it, but --

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1 A. Yeah. And Andre Bauer, he's in Myrtle
 2 Beach.
 3 Q. And they are going to come to court
 4 and testify for you?
 5 A. They will testify that we carried
 6 ourself as man and wife, yeah.
 7 Q. Okay. In circuit court they are going
 8 to testify that --
 9 A. I would think so, ma'am.
 10 Q. Okay. And Andre Bauer will testify?
 11 A. Myrtle Beach.
 12 Q. Okay. He will testify as to...
 13 A. I think he will, yes, ma'am.
 14 Q. As to what, sir?
 15 A. As that we carried ourself as man and
 16 wife.
 17 Q. And anything other than that?
 18 A. And that we were business associates
 19 and when we helped him with his political
 20 campaign. My daughter also -- or Debbie's
 21 daughter also did, yeah.
 22 Q. Okay.
 23 A. That we carried ourself as a family,
 24 yes, ma'am, he sure will.
 25 Q. So other than testifying that you and

1 Debbie carried on as husband and wife,
 2 Jake Knotts and Andre Bauer won't have
 3 anything else to share in this case?
 4 A. I'm not sure what they will share.
 5 Q. Well, I'm asking you because --
 6 A. I don't know, ma'am. I have not --
 7 Q. You have to tell me.
 8 A. You are asking me, but I can't say
 9 what they are going to say.
 10 MR. MOORE: He isn't going to tell you
 11 what they are going -- all he can tell you is
 12 what he -- is what he knows or testifies to.
 13 BY MS. JEFFRIES:
 14 Q. What do you think they are going --
 15 you plan to call these witnesses at trial.
 16 A. Uh-huh.
 17 Q. What do you think they are going to
 18 tell the judge? You have to tell me that.
 19 A. Depends on what question the judge
 20 asks them or what you ask them. I don't know
 21 what they are going to say.
 22 Q. Why are you calling them as witnesses?
 23 A. Why not. They are good friends.
 24 They've known us for years.
 25 Q. Why are you calling them?

1 A. Because they know we carried ourself
 2 as man and wife and we were in business
 3 together. That's why I'm calling them.
 4 Q. Anything else?
 5 A. I guess that's all, ma'am.
 6 Q. Okay.
 7 A. There is one more name, if you want
 8 it.
 9 Q. Yes, sir, I do.
 10 A. George Wessinger.
 11 Q. Spell the last name.
 12 A. G-E-O-R -- oh, sorry.
 13 George Wessinger, W-E-S-S-I-N-G-E-R.
 14 Q. Telephone number?
 15 A. 608 -- (803), of course, 608-1834.
 16 Q. And --
 17 A. He lives in Pelion, South Carolina.
 18 Q. All right. And who is he?
 19 A. He is just a friend that's known me
 20 and Debbie forever.
 21 Q. Okay. And what will he -- why do you
 22 plan to call him as a witness?
 23 A. That he was -- that we carried ourself
 24 as man and wife.
 25 Q. Okay. You don't plan to call him as a

1 witness for any other reason?
 2 A. I don't -- I don't think so, ma'am.
 3 Q. Okay. Well, if you plan to, you have
 4 to let me know.
 5 A. Okay. I don't -- I mean, I don't know
 6 what else I would use it --
 7 Q. Okay.
 8 A. What else would say it for. I don't
 9 know.
 10 Q. All right.
 11 A. And then I would also call
 12 Christa Wilks, my daughter, my oldest
 13 daughter.
 14 Q. Okay. And what will Christa testify
 15 to?
 16 A. That we carried ourself as man and
 17 wife and we were in business together.
 18 Q. Okay.
 19 A. Her phone number is (803) 730-5048.
 20 Q. Okay. Any other witnesses?
 21 A. I think that's -- there is a lot of
 22 them I could call, but I guess that's enough
 23 of them.
 24 Q. Well, I just --
 25 MR. MOORE: Give them the names of

1 your -- some of your employees, Jimmy.
 2 BY MS. JEFFRIES:
 3 Q. I want the names of every --
 4 MR. MOORE: Give her the --
 5 THE WITNESS: I gave you
 6 Wendy Barnett, right?
 7 MR. MOORE: Give them as many
 8 employees and so forth --
 9 THE WITNESS: Wendy, Wendy Barnett, I
 10 gave you, right?
 11 BY MS. JEFFRIES:
 12 Q. Sir, I need to know every single
 13 person --
 14 A. Wendy Barnett.
 15 Q. -- you are going to call at trial.
 16 A. Wendy Barnett.
 17 MR. MOORE: That's what he's trying to
 18 do.
 19 BY MS. JEFFRIES:
 20 Q. Because I've asked for this over a
 21 year ago.
 22 A. Wendy Barnett.
 23 Q. Okay. All right.
 24 A. (803) 556-4454.
 25 Q. You have already told me about her.

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1 A. Oh, I did. Okay.
 2 Q. Yeah.
 3 A. I'm sorry.
 4 Q. You have given me 16 witnesses.
 5 A. Actually, for the last few years me
 6 and Debbie and Wendy was the only one that
 7 worked at the store.
 8 THE WITNESS: So, Jake, all the past
 9 employees, I mean, they're -- they come and
 10 went.
 11 BY MS. JEFFRIES:
 12 Q. You do understand that you don't get
 13 to talk to your attorney while you and I are
 14 doing this deposition, right?
 15 A. Sorry. Yes, ma'am.
 16 Q. Okay.
 17 A. I didn't understand, but, sorry, yes,
 18 ma'am.
 19 Q. All right. So let me recap the
 20 witnesses that you've told me that you are
 21 going to call.
 22 A. Okay.
 23 Q. Scott Nelson.
 24 A. Yep.
 25 Q. Brian Hughes.

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1 A. Yes, ma'am.
 2 Q. Dana Christensen.
 3 A. Yes, ma'am.
 4 Q. Ronnie Rambo.
 5 A. Yes, ma'am.
 6 Q. James Spires.
 7 A. Yes, ma'am.
 8 Q. Chris Truitt.
 9 A. Yes, ma'am.
 10 Q. Wendy Barnett.
 11 A. Barnett, yes, ma'am.
 12 Q. Frank White.
 13 A. Yes, ma'am.
 14 Q. Stephanie Finnell.
 15 A. Yes, ma'am.
 16 Q. Michael Finnell.
 17 A. Yes, ma'am.
 18 Q. Candy McNight.
 19 A. Yes, ma'am.
 20 Q. Jake Knotts.
 21 A. Yes, ma'am.
 22 Q. Andre Bauer.
 23 A. Yes, ma'am.
 24 Q. George Wessinger?
 25 A. Wessinger, yes, ma'am.

1 Q. Christa Wilks.
 2 A. Yes, ma'am.
 3 Q. Are there any other witnesses that you
 4 are going to call at trial?
 5 A. I think that would be enough, yes,
 6 ma'am.
 7 Q. Okay. All right. Why did Christa and
 8 your son sign an agreement --
 9 A. You know what, ma'am. Actually, he
 10 didn't sign it. They did not sign it. You
 11 know who signed it?
 12 Q. Well, let me ask the question first.
 13 A. Okay. I can't wait for you to ask
 14 this one.
 15 Q. Did Christa and your son ever sign an
 16 agreement saying that they were 100 percent
 17 owners of L&D Enterprises?
 18 A. Owners? No, ma'am.
 19 Q. Yes.
 20 A. No, ma'am.
 21 Q. They never signed an agreement saying
 22 that they were 100 percent --
 23 A. They signed an agreement that they
 24 were on the -- they were part of the
 25 corporation, president and secretary. That's

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1 what they signed for, yes, ma'am.
 2 Q. Okay. Your testimony is --
 3 A. LLC is not an owner anyway.
 4 Q. Okay. My question to you is --
 5 A. Yeah.
 6 Q. -- did Christa Wilks and
 7 Michael Helms ever represent that they were
 8 the owners of 100 percent interest in
 9 L&D Enterprises?
 10 A. No, ma'am. They were just, what do
 11 you say, corporate members, I guess you would
 12 call it.
 13 Q. Okay. I'm going to show you a
 14 document. It's an agreement dated
 15 January 1st --
 16 A. Uh-huh.
 17 Q. -- 2005, and just ask you to take a
 18 look at that, but let me show it to your
 19 lawyer first.
 20 A. Okay.
 21 MR. MOORE: Sure.
 22 BY MS. JEFFRIES:
 23 Q. Take a look at that for me, if you
 24 can.
 25 A. Okay. (Witness complies.)

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1 Okay. Number one --
 2 Q. Okay. Just --
 3 A. Okay.
 4 Q. -- hand it back to me, please.
 5 A. Okay.
 6 Q. All right. Thank you. Before today
 7 have you ever seen this document?
 8 A. I don't remember seeing it, but I
 9 think I seen it. I mean, I -- I think I have
 10 seen it, yes, ma'am.
 11 Q. So the answer to --
 12 A. A long time ago, yes, ma'am.
 13 Q. So, yes, you have seen this
 14 document --
 15 A. I'm pretty sure I have, yes, ma'am.
 16 Q. -- before today?
 17 A. I think I have, yes, ma'am.
 18 Q. When did you see this document before
 19 today?
 20 A. Shit, years ago.
 21 Q. Okay.
 22 A. Years ago.
 23 Q. All right. In this document do you
 24 agree with me that it says, "Sellers are the
 25 owners of one hundred (100%) percent interest

1 that way. I don't remember him doing it that
 2 way.
 3 Q. Okay.
 4 A. But if it states it, that's what it
 5 is.
 6 Q. Okay. So --
 7 A. Okay.
 8 Q. -- it's --
 9 A. But --
 10 Q. -- because the lawyer did it.
 11 A. I'm assuming, yes, ma'am.
 12 Q. Okay.
 13 A. I'm assuming. I mean, I -- I don't
 14 remember it, but --
 15 Q. Okay.
 16 A. But I can tell you this, though, there
 17 was no \$20,000 ever passed --
 18 Q. Okay.
 19 A. And my -- and my children never signed
 20 those papers.
 21 Q. Okay. Well, who signed it?
 22 A. I signed one of them. I think Debbie
 23 forged my daughter's name.
 24 Q. Okay.
 25 MS. WILLING: Absolutely not.

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1 in L&D Enterprises, L.L.C."?
 2 A. I didn't read it all the way, but if
 3 it says it --
 4 Q. Okay.
 5 A. -- that's what it says.
 6 Q. All right.
 7 A. Okay.
 8 Q. And the sellers in this agreement are
 9 Christa Wilks and Michael Helms?
 10 A. They were on the corporation.
 11 Q. Okay.
 12 A. That's correct, yes, ma'am.
 13 Q. All right. Why would there be a
 14 document --
 15 A. Well --
 16 Q. -- that has --
 17 A. -- to --
 18 Q. -- Christa --
 19 A. To put her -- to put --
 20 Q. Let me get the question out.
 21 A. Okay. Okay.
 22 Q. Why is there a document that says
 23 Christa Wilks and Michael Helms are the owners
 24 of 100 percent interest in L&D Enterprises?
 25 A. I'm assuming maybe my lawyer did it

1 MS. JEFFRIES: Okay. All right.
 2 THE WITNESS: Yeah. Whatever.
 3 BY MS. JEFFRIES:
 4 Q. So your testimony is --
 5 A. And it was no \$20,000 ever.
 6 Q. -- that your children, Christa Wilks
 7 and Michael Helms, never signed this document.
 8 A. Can I see that signature one more
 9 time?
 10 MS. JEFFRIES: And let's just go ahead
 11 and mark this as Defendants' Exhibit 1 for
 12 purposes of identification.
 13 THE WITNESS: Absolutely. They never
 14 signed that.
 15 MS. JEFFRIES: Okay.
 16 THE WITNESS: That is not their
 17 signature. That is not my children's
 18 signature.
 19 MS. JEFFRIES: Fair enough.
 20 THE WITNESS: Absolutely.
 21 MS. JEFFRIES: All right.
 22 THE WITNESS: Not a doubt.
 23 BY MS. JEFFRIES:
 24 Q. Okay. Who -- which lawyer drafted
 25 this document?

1 A. Robin Alley.
 2 Q. Okay. Who requested Attorney Alley to
 3 draft this document?
 4 A. I'm assuming me and Debbie did
 5 together. To --
 6 Q. Okay.
 7 A. -- change it over, I'm assuming. I
 8 can't remember a long time ago.
 9 Q. Okay. All right.
 10 A. I'm sure we did it together, yes,
 11 ma'am.
 12 Q. All right. Why did -- why was this
 13 document requested in 2005?
 14 A. I guess it was after me and Debbie got
 15 together and we worked together awhile and we
 16 wanted to put her as -- since she had made --
 17 since she had borrowed some money for the
 18 store, to do all these -- these investments
 19 that we did together, that she wanted to be
 20 president of the corporation, so that's why we
 21 requested it.
 22 Q. Does this document make her president
 23 of the corporation?
 24 A. I don't -- it does later on down the
 25 road. I don't know if that one does.

1 Q. Okay.
 2 A. I don't know.
 3 Q. Okay. All right. All right. So this
 4 document --
 5 A. There is no \$20,000 passed, I can
 6 promise you that. If she can show proof of
 7 that, I would like to see it.
 8 Q. Okay.
 9 A. But -- and also that's not my
 10 children's signatures.
 11 Q. Okay.
 12 A. And I will -- I will stand by that.
 13 Q. And this document is basically a
 14 fraudulent document. Is that what you are
 15 saying?
 16 A. Basically what it is, yes, ma'am.
 17 Q. Okay.
 18 A. I would say so, yes, ma'am.
 19 Q. All right. Where did -- you said you
 20 signed for --
 21 A. I think I -- let me see. I will tell
 22 you which one I signed for. I'm pretty sure I
 23 signed for Michael Helms.
 24 Q. Okay. All right. So you signed for
 25 your son --

1 A. Uh-huh.
 2 Q. -- Michael Helms.
 3 A. Uh-huh.
 4 Q. You forged your son's signature.
 5 A. I sure did, yes, ma'am.
 6 Q. Okay. All right. Where was this
 7 document signed?
 8 A. At the lawyer's office. I don't know.
 9 I can't remember exactly where it was signed.
 10 Q. Okay.
 11 A. I don't know.
 12 Q. Okay. Why do you think it was your
 13 lawyer's office?
 14 A. I guess we were there doing the deal,
 15 I guess. I don't remember, ma'am.
 16 Q. Okay. Wendy Barnett is a witness that
 17 you --
 18 A. I'm sure we took it to the store and
 19 had her to sign it there.
 20 Q. Okay.
 21 A. I'm sure she didn't come there.
 22 Q. Okay. All right. So your testimony
 23 is that you signed your son's name to this
 24 document.
 25 A. That is my testimony, yes, ma'am.

1 Q. And that Debbie signed --
 2 A. Yes, ma'am.
 3 Q. -- Christa's name.
 4 A. Yes, ma'am.
 5 Q. Okay.
 6 A. Absolutely that's my testimony.
 7 Q. And your testimony is -- well, did
 8 Deborah sign -- did Debbie sign as
 9 Deborah Willing?
 10 A. As what? I'm sure she did.
 11 Q. Okay. So the signature --
 12 A. That looks like her -- that looks like
 13 her name to me, yes, ma'am.
 14 Q. So the signature for Christa Wilks was
 15 actually a signature done by Debbie.
 16 A. That's exactly right.
 17 Q. And it was done the same day that you
 18 signed --
 19 A. I don't know what date it was on, but,
 20 yes, ma'am.
 21 Q. So this document was not signed by
 22 these three individuals on January 1, 2005, at
 23 the same time?
 24 A. I guess it was, if that's what it
 25 says. I don't know.

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1 Q. I'm asking you.
 2 A. I don't remember.
 3 Q. Okay. All right.
 4 A. Don't remember.
 5 Q. You got the document, you signed your
 6 son's name and you left.
 7 A. I didn't say that. I said I don't
 8 remember.
 9 Q. Okay. But you do remember signing
 10 your son's name.
 11 A. I remember signing that and I remember
 12 Debbie signing his -- her name, my daughter's
 13 name.
 14 Q. Okay.
 15 A. Yeah.
 16 Q. If you remember those two things, when
 17 did they occur?
 18 A. I don't remember when we took it to
 19 Wendy to let her sign it. I don't remember
 20 that part.
 21 Q. Okay.
 22 A. Because I'm sure Wendy didn't go to
 23 the lawyer's office.
 24 Q. Did Debbie sign her name and Christa's
 25 name at the same time that you signed

1 A. To make everything easy, yes, ma'am.
 2 Q. All right.
 3 A. Yes, ma'am.
 4 Q. Your testimony is that when you signed
 5 this document --
 6 A. Uh-huh.
 7 Q. -- as Michael Helms --
 8 A. Right.
 9 Q. -- at the same time Debbie signed --
 10 and Debbie also signed for herself and Debbie
 11 signed as Christa Wilks.
 12 A. That's my testimony, yes, ma'am.
 13 Q. And it occurred at --
 14 A. It occurred --
 15 Q. -- the same time.
 16 A. -- the same time, yes, ma'am.
 17 MS. JEFFRIES: All right. Let's get
 18 this marked as Defendant's Exhibit 1.
 19 (DFT. EXH. 1, Agreement, Dated
 20 1-1-2005, was marked for identification.)
 21 BY MS. JEFFRIES:
 22 Q. And it was done at the lawyer's
 23 office?
 24 A. Best of my recollection.
 25 Q. Okay.

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1 Michael's name?
 2 A. I'm sure she -- I don't know. I
 3 didn't see her do it right in front of me. I
 4 can't remember that --
 5 Q. Okay. So --
 6 A. -- when she signed that part.
 7 Q. All right. So you did not see Debbie
 8 sign her --
 9 A. No. I saw Debbie sign my daughter's
 10 name, yeah.
 11 Q. Okay.
 12 A. My daughter never came to that
 13 lawyer's office.
 14 Q. Okay. Well, when did -- you saw her
 15 do it, so she did it at the same time that you
 16 signed --
 17 A. She did it, yeah. Yeah. We did it,
 18 yeah. We all did it together, yeah.
 19 Q. That's what I'm trying to establish.
 20 A. To make it easy, to make it easy on
 21 everybody.
 22 Q. All right.
 23 A. We never thought this shit would be
 24 coming like it is now.
 25 Q. All right.

1 MS. JEFFRIES: Jake, are we able to
 2 get a copy of this just --
 3 MR. MOORE: Sure.
 4 MS. JEFFRIES: Yeah. Okay.
 5 BY MS. JEFFRIES:
 6 Q. All right. Did your children ever own
 7 L&D Enterprises?
 8 A. What do you mean by "own"? They said
 9 right there that they were sole owners, so
 10 I -- I guess they did own it, huh?
 11 Q. Okay.
 12 A. That's what it says. I guess they
 13 did.
 14 Q. Okay. So your children --
 15 A. As far as paperwork goes, yes, ma'am.
 16 Q. So your children, Christa and Michael,
 17 were the owners of L&D Enterprises.
 18 A. As L&D -- as -- you said that -- that
 19 they -- that Debbie bought it from them as
 20 sellers, so I'm assuming that means they were
 21 owners, and also corporate members, so I
 22 guess --
 23 MR. MOORE: Jimmy, tell her what you
 24 know or don't know. Don't assume things. If
 25 you know, tell her what you know, but if you

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1 don't, tell her you don't know.
 2 THE WITNESS: I don't --
 3 MR. MOORE: Don't argue with the lady.
 4 If you don't know --
 5 THE WITNESS: I don't remember.
 6 MR. MOORE: -- tell her you don't
 7 know.
 8 THE WITNESS: I don't remember.
 9 BY MS. JEFFRIES:
 10 Q. Okay. Did you ever ask your children
 11 to represent that they owned L&D Enterprises?
 12 A. I think I might have told them I was
 13 going to put it in their name.
 14 Q. Okay.
 15 A. Yes, ma'am, I'm pretty sure I did
 16 that.
 17 Q. Why did you do that?
 18 A. Because they are my children. I trust
 19 them. That's where I should have left it,
 20 isn't it?
 21 Q. Okay. So it -- really it's your
 22 children's business, L&D Enterprises.
 23 MR. MOORE: Object to the form of the
 24 question.
 25 THE WITNESS: I don't think so.

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1 BY MS. JEFFRIES:
 2 Q. Okay. Why don't you think so?
 3 A. I don't think so. I mean, I just --
 4 they represented me as corporate members of
 5 the LLC. I was the agent -- I was an agent on
 6 that corporation.
 7 Q. What does that mean to you, you were
 8 the agent of the corporation?
 9 A. I don't know. Just agent. I don't
 10 know, ma'am. I'm just a dumb old county boy.
 11 I really don't know.
 12 Q. Okay. So when you say that you are
 13 just an agent of the corporation, you don't
 14 know what that means?
 15 A. I don't.
 16 Q. Okay.
 17 A. I do not.
 18 Q. Okay. So if you don't know what --
 19 what's your role with the company, sir?
 20 A. I don't know. I guess I didn't do
 21 anything, ma'am.
 22 Q. Okay.
 23 A. I guess I didn't do -- what do you
 24 think?
 25 Q. I'm asking you, sir.

1 MR. MOORE: Jimmy --
 2 THE WITNESS: I worked there.
 3 MR. MOORE: -- you cannot be
 4 sarcastic.
 5 THE WITNESS: I worked there. I
 6 overseen people working. What do you think I
 7 did? What was my role.
 8 BY MS. JEFFRIES:
 9 Q. What was your role, sir?
 10 A. I bought it. I paid for it. I worked
 11 there, ma'am.
 12 Q. Okay.
 13 A. I worked my ass off. I spent a lot of
 14 money on this business.
 15 Q. When were your video poker machines
 16 seized?
 17 A. Which time?
 18 Q. First time.
 19 A. I don't remember the exact year. I'm
 20 sure it was a couple years after the law went
 21 in effect in 2000. They were -- they were
 22 seized numerous times, but --
 23 Q. Okay. When was the last time your
 24 machines were seized?
 25 A. I don't -- five years ago, maybe six

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1 years ago. I'm not sure, ma'am.
 2 Q. Okay.
 3 A. I -- I could tell you when all the --
 4 I can -- can I give you a for instance maybe
 5 when they might been? Do you want it that way
 6 or -- I don't know exact dates.
 7 Q. Whatever.
 8 A. When the -- when the Danny Frazier
 9 problem came up in the state, that's when they
 10 got seized.
 11 Q. Okay.
 12 A. But that -- that -- during that
 13 political thing there, that's when they got
 14 seized, yes, ma'am.
 15 Q. But the last time they were seized you
 16 said was about five or six years ago.
 17 A. I'm thinking so, yes, ma'am.
 18 Q. How much money would you collect on a
 19 weekly basis from the machines?
 20 A. I don't remember, ma'am.
 21 Q. On a daily basis?
 22 A. I don't remember, ma'am.
 23 Q. Okay. You agree with me that you did
 24 not report all of the earnings you received.
 25 A. I totally agree with you, yes, ma'am.

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1 Q. Okay. 2 A. Neither did I report what I gave 3 Debbie either. 4 Q. Okay. 5 A. And Debbie didn't report it all 6 either, so. 7 Q. Okay. All right. 8 A. Yes, ma'am. You are right. 9 Q. So the monies that you have paid, 10 cash, to these witnesses that you have 11 identified, would those have been monies that 12 you would have received from your video poker 13 machines? 14 A. That and probably some bookmaking 15 business, yes, ma'am. 16 Q. Okay. 17 A. Both. Both, yes, ma'am. 18 Q. And you didn't document those 19 earnings, right? 20 A. Document? 21 Q. Yeah. 22 A. Some of them were documented I'm sure. 23 Q. Not all of them. 24 A. She filed my taxes. No. Not all of 25 them, no.	1 put it in her account. 2 Q. Okay. 3 A. We were at arbitration for like 18 4 hours, and we finally agreed a hundred 5 thousand. 6 Q. Okay. 7 A. And she put it in her account, yep. 8 Q. All right. Who -- 9 A. Same thing with the proceeds from the 10 sale of the store. 11 Q. Who represented you in that lawsuit 12 against -- 13 A. Gary Popwell. 14 Q. Okay. All right. And how was the 15 check made payable? 16 A. I thought it was paid to L&D, but I 17 don't remember. It could have been to Debbie. 18 I think it was L&D Enterprises. 19 Q. Okay. All right. 20 A. Because I know she got pissed because 21 it wasn't made personally to her. 22 Q. Okay. 23 A. That and the sale of the store, she 24 got a little upset. 25 Q. Okay.
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1 Q. Okay. 2 A. No. 3 Q. All right. 4 A. No, ma'am. 5 Q. So there is no way of knowing where 6 the money came from, right? 7 A. Nope. 8 Q. Okay. 9 A. I guess I -- I guess what -- what I 10 say and what Debbie says. 11 Q. Okay. And the only way of knowing 12 what you paid is what you say and what these 13 witnesses say that you received, right? 14 A. Yeah. I guess that would be a true 15 statement, yes, ma'am. 16 Q. Okay. Are you involved in any 17 lawsuits right now other than this one? 18 A. Not to my knowledge. 19 Q. Okay. All right. What happened with 20 the proceeds from the lawsuit with the gas 21 line you were talking about? 22 A. Debbie put it in her account. 23 Q. Okay. Did you receive any money from 24 that? 25 A. I -- I didn't receive any, no. She	1 A. She wanted it in her name. 2 Q. Okay. And the sale of the store was 3 made payable to L&D Enterprises? 4 A. I think it was. I -- I don't -- they 5 might have changed it because she got mad, but 6 I don't remember. I think so. 7 Q. Okay. 8 A. Yes, ma'am. 9 Q. All right. You allege that you all 10 had a -- that Debbie had a fiduciary duty to 11 you. What does that mean? 12 A. Fiduciary duty? 13 Q. In your complaint that you filed. 14 A. I'm not sure what fiduciary means, 15 but -- 16 Q. Okay. 17 A. -- I'm sure my attorney must have drew 18 it up that way. 19 Q. What do you understand to be your 20 role -- 21 A. Hell -- I'm sorry. Go ahead. 22 Q. What do you understand to be your role 23 in the relationship that you had with Debbie? 24 A. My role? 25 Q. Yeah.

1 A. I think I was a -- I think I was a
 2 pretty good husband most of the time.
 3 Q. Okay.
 4 A. Sometimes not.
 5 Q. All right.
 6 A. I think I was a good father to her
 7 children.
 8 Q. Okay.
 9 A. She was a good mother to my children.
 10 I was provider just as much as she was
 11 provider. The main provider -- the main money
 12 came from the businesses that I started.
 13 Q. Right.
 14 A. Debbie only made \$500 a week when I
 15 met her.
 16 Q. Right. What --
 17 A. She had some money she got from her
 18 ex-husband, of course, but, you know.
 19 Q. What did you understand --
 20 A. She helped me with that, actually.
 21 Huh?
 22 Q. Yes, sir. What did you understand
 23 Debbie's roll to be in --
 24 A. She was my partner. We were lovers.
 25 We -- we did everything together.

1 Q. Okay.
 2 A. We worked together. We did everything
 3 together.
 4 Q. Okay.
 5 A. We traveled. We -- we worked more
 6 than we did anything else, but we worked hard
 7 together.
 8 Q. Other than the emotions of the
 9 relationship, was there anything else that she
 10 owed to you?
 11 A. Owed to me?
 12 Q. Uh-huh.
 13 A. I don't -- you mean during the
 14 relationship?
 15 Q. Yes.
 16 A. I don't think she owed me anything.
 17 Just like -- I don't know. I mean, it was
 18 just -- I don't know.
 19 Q. Okay.
 20 A. I just thought -- I thought we would
 21 be straight up and whatever happened we would
 22 be all right. I guess it didn't work out that
 23 way.
 24 Q. Okay. What property -- well, you have
 25 identified one, two, three, four, five, six --

1 seven parcels of land, 812 Meeting, 820
 2 Meeting, 809 Shull Street, 1900 Osceola
 3 Street, Lot 12 Harbor Watch, 1904 Osceola
 4 Street and 1905 Osceola Street, so those are
 5 seven parcels of land. Is it your testimony
 6 that Debbie has converted all of that property
 7 for her own use?
 8 A. All except where I'm living, I guess,
 9 yes, ma'am.
 10 Q. Okay. How so?
 11 A. I don't know. I mean, what do you
 12 mean she "converted"? I mean, she's --
 13 Q. Well, you have alleged that she did,
 14 so how -- how did she?
 15 A. Well, she ain't given me anything from
 16 it. Well, she's not supposed to now because
 17 we had a lot of debt to pay off.
 18 Q. Okay.
 19 A. And if I remember right, the debt
 20 should be paid off May.
 21 Q. Okay.
 22 A. And when I was off, we had an
 23 agreement that we would move on, we would
 24 split -- well, we didn't agree because we
 25 didn't know we were going to break up.

1 Q. Okay.
 2 A. We thought we were going to travel and
 3 have fun, but it didn't work out, but --
 4 Q. What debt exists --
 5 A. -- what do you mean?
 6 Q. What debt exists?
 7 A. I don't remember now, ma'am. It's
 8 been a -- 16 months since I seen it. I don't
 9 know. Debbie handled everything. She really
 10 did.
 11 Q. Okay.
 12 A. She just took care of everything. She
 13 really did.
 14 Q. So when Debbie testifies as to the
 15 debt that exists, then that's what it is.
 16 A. No, I'm not going to say that.
 17 Q. Okay.
 18 A. No. I won't agree to that, no.
 19 Q. Well, what is it? I'm asking you.
 20 A. I don't know, ma'am. I don't -- she
 21 has got -- she has the debt. I don't know.
 22 Q. Okay. All right. So you don't know
 23 what --
 24 A. At one time she -- I tell you what.
 25 Before we broke up, she told me in May we

1 would be scot-free of debt, is what she told
 2 me.
 3 Q. Okay.
 4 A. That the loan would be paid off and
 5 then we would be able to get the -- the rent
 6 money --
 7 Q. Okay.
 8 A. -- and live and have fun, travel and
 9 stuff.
 10 Q. All right.
 11 A. So May of this year coming, that's
 12 what she said.
 13 Q. Okay. All right. But you don't know
 14 what the debt amount was when you guys broke
 15 up?
 16 A. I want to think it was in the
 17 \$100-something-thousand range. I can't
 18 remember exactly.
 19 Q. Okay.
 20 A. But I know she was making heavy
 21 payments off -- from the payments she was
 22 getting from -- from the guys that bought the
 23 store.
 24 Q. Okay. Do you know --
 25 A. I don't remember the exact amount, no,

1 ma'am.
 2 Q. Do you know who you owed the debt to?
 3 A. Wachovia Bank was, I'm sure, one of
 4 them. I think Regions was another one I might
 5 have owed. I don't know if she ever moved the
 6 money from Regions to Wachovia or not. She
 7 might --
 8 Q. Okay.
 9 A. She might have redid all that. I
 10 don't know, but --
 11 Q. Okay. And there was also an IRS debt
 12 due?
 13 A. There was, yes, ma'am.
 14 Q. Do you know the amount of that?
 15 A. At one time it was about \$80,000, but
 16 she paid it down to almost -- I think she paid
 17 it off, actually.
 18 Q. Okay. All right.
 19 A. Out of some -- out of the monies that
 20 we collected from the sale and the lawsuit, I
 21 think.
 22 Q. All right. You mentioned that she had
 23 gotten some money from her divorce settlement.
 24 Do you know what that dollar amount was?
 25 A. I think it was \$48,000. I mean, she

1 just said it in passing. I don't remember.
 2 It wasn't none of my business.
 3 Q. Okay.
 4 A. I didn't -- I mean, I didn't -- I
 5 didn't care, you know. I think. I don't
 6 know. I really...
 7 Q. Do you know what she did with that
 8 money?
 9 A. She put it in her account. I know she
 10 helped me. She loaned me -- she gave me
 11 15,000 to help me get caught up on my house
 12 payment. I remember that.
 13 Q. Okay.
 14 A. Because I asked her, Please don't do
 15 that, but she did it.
 16 Q. All right. And you took it, right?
 17 A. I didn't take it. She sent it to the
 18 house payment people.
 19 Q. Well -- okay. It got paid.
 20 A. So I didn't take it.
 21 Q. Right.
 22 A. Yes, ma'am. Absolutely.
 23 Q. All right. So she paid \$15,000 on
 24 your house.
 25 A. Uh-huh.

1 Q. Which address?
 2 A. That was the Lake Shore Drive -- 424
 3 Lake Shore Drive.
 4 Q. Okay. Does that --
 5 A. She -- ma'am?
 6 Q. Does that property still exist?
 7 A. We sold it or I sold it, yes, ma'am.
 8 Q. You sold it when?
 9 A. Maybe seven years ago now.
 10 Q. Okay. Do you remember the purchase
 11 amount?
 12 A. 585-.
 13 Q. Okay. Did you have a mortgage on it?
 14 A. I did. Almost lost it, yes, ma'am.
 15 Q. Okay. Did you clear anything from the
 16 sale?
 17 A. 32,000 I think it was.
 18 Q. Okay. And how was that check made
 19 payable?
 20 A. It was made payable to me, I think,
 21 yes, ma'am.
 22 Q. Okay. And where did you deposit that
 23 check?
 24 A. It went to Wachovia --
 25 Q. Okay.

1 A. -- or Wells Fargo now, yes, ma'am.
 2 Q. And what did you do with that \$32,000?
 3 A. 14- of it went to the house on -- that
 4 I made a down payment on, the house on the --
 5 on the boardinghouse at 809 Shull. I know
 6 that.
 7 Q. Okay.
 8 A. The rest of it went in my account, of
 9 course.
 10 Q. Okay. And then what did you do with
 11 the rest of it in your account?
 12 A. I don't know. Debbie -- Debbie paid
 13 all my bills. I never hardly wrote a check,
 14 ma'am.
 15 Q. Okay.
 16 A. Ever.
 17 Q. Who pays your bills now?
 18 A. I do, of course.
 19 Q. Okay.
 20 A. Debbie just -- Debbie is just -- like
 21 I said, she was good at that kind of stuff.
 22 She liked doing it and she was very organized.
 23 She kept shit straight, so.
 24 Q. Okay. All right. What is it that you
 25 want a judge to do for you?

1 A. A judge to do for me?
 2 Q. Uh-huh.
 3 A. I just want half -- what's half mine
 4 and let's move on.
 5 Q. Okay.
 6 A. Just what's half. I just want the
 7 right thing. You know, I just want half.
 8 Q. Half of the property?
 9 A. Half of the property, half of the
 10 rental monies that is coming in.
 11 Q. Okay.
 12 A. If they sell, we will split it up. If
 13 they -- if they sell -- because Debbie has
 14 some debt on her own house. She remortgaged
 15 when we first got together. I forget all the
 16 reason for it.
 17 Q. Okay.
 18 A. And I even sent her a text, I said,
 19 Debbie, if we ever sell the store, take all
 20 that money and pay your -- so your house will
 21 be scot-free. I don't even -- you know, just
 22 pay it all off. That's what I told her to do,
 23 but --
 24 Q. Okay.
 25 A. -- you know, whatever.

1 Q. "Her house" being 1904 Osceola --
 2 A. Her house being 19 -- the one that I
 3 fixed up, yes, ma'am.
 4 Q. Okay.
 5 A. Or we fixed together, actually. You
 6 know, I didn't -- I didn't do it all by
 7 myself. I mean, we fixed it up. We did it --
 8 we did it together.
 9 Q. Okay. But as far as L&D Enterprises,
 10 the only thing remaining would be the mini
 11 mart, the rental income that's coming in.
 12 A. The mini mart as far as L&D, yes,
 13 ma'am.
 14 Q. Okay.
 15 A. And then -- and then if we ever sell
 16 Harbor Watch, which I don't know if it will
 17 ever sell, or whatever happens on that, and --
 18 Q. But L&D doesn't --
 19 A. -- the boarding --
 20 Q. -- own Harbor Watch.
 21 A. No. No.
 22 Q. Okay.
 23 A. No. No. It doesn't, no, ma'am. I'm
 24 just talking about the things we did together.
 25 Q. Okay.

1 A. The boardinghouse and 1900 and stuff
 2 that we worked together on.
 3 Q. All right.
 4 A. I mean, I improved our house a lot
 5 money. I don't even want -- I don't even want
 6 my improvements that I did for her house. I
 7 want -- I want her to be scot-free. I want
 8 her to get her -- her house paid off and move
 9 on.
 10 Q. Okay.
 11 A. That's all I want.
 12 Q. So --
 13 A. I just want rights to this thing.
 14 What's right. That's all I want.
 15 Q. Okay. So --
 16 A. All I want is what's right, ma'am.
 17 I'm a straight-up guy. I really am.
 18 Q. Which -- which means half the rental
 19 income --
 20 A. Exactly right.
 21 Q. -- when --
 22 A. When all the --
 23 Q. -- the debt is --
 24 A. -- debt is paid off, yes, ma'am.
 25 Q. Okay.

1 A. Yes, ma'am. Half any rentals from the
2 boardinghouse, half of the sale if the store
3 ever sells, half of the property sale that
4 we -- that we had had together.

5 Q. Okay.

6 A. If they don't sell, half the rentals
7 until they do sell. That's all I want.

8 Q. Okay.

9 A. It's pretty simple. It's cut-and-dry,
10 actually.

11 Q. Okay.

12 A. It's not hard.

13 Q. All right. You are no longer working
14 at the mini mart; is that correct?

15 A. No, ma'am. No, ma'am.

16 Q. Okay. All right. When is the last
17 day you worked at the mini mart?

18 A. I think we stayed a month or so or two
19 after -- when we sold it to them to train
20 them. I mean, I can't remember. That was
21 almost three years ago or two and a half years
22 ago, I guess.

23 Q. All right.

24 A. To be exact, yes, ma'am.

25 MS. JEFFRIES: All right. I believe

CERTIFICATE OF REPORTER

I, Shelley Burgoyne, Court Reporter
and Notary Public for the State of South
Carolina at Large, do hereby certify:

That the foregoing deposition was
taken before me on the date and at the time
and location stated on Page 1 of this
transcript; that the deponent was duly sworn
to testify to the truth, the whole truth and
nothing but the truth; that the testimony of
the deponent and all objections made at the
time of the examination were recorded
stenographically by me and were thereafter
transcribed; that the foregoing deposition as
typed is a true, accurate and complete record
of the testimony of the deponent and of all
objections made at the time of the examination
to the best of my ability.

I further certify that I am neither
related to nor counsel for any party to the
cause pending or interested in the events
thereof.

Witness my hand, I have hereunto
affixed my official seal this 27th day of
January, 2017, at Lexington County, South
Carolina.

Shelley Burgoyne, Court Reporter
Notary Public.
State of South Carolina at Large
My Commission expires:
June 29, 2020

1 that is all the questions I have for you,
2 Mr. Helms. Appreciate it.

3 THE WITNESS: Thank you.

4 MS. JEFFRIES: I'm done, Jake.

5 MR. MOORE: Good. I have no
6 questions.

7 (The deposition concluded at
8 approximately 11:32 a.m.)

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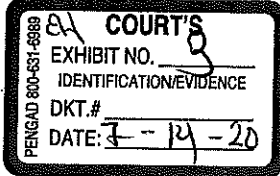
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EXHIBITS

DEFENDANT'S:

1	AGREEMENT, DATED 2-1-2005	115



From Debbie Willing

PROMISSORY NOTE

\$20,000.00

12-12-2003
Date

FOR VALUE RECEIVED, the undersigned promise(s) to pay to the order of DEBORAH WILLING at Columbia, South Carolina, in lawful money of the United States of America the principal sum of Twenty Thousand (\$20,000.00) Dollars payable as follows:

UPON DEMAND

If default be made in the performance of or compliance with any of the covenants and conditions of the mortgage or any other instrument securing this note, then in any of said events, said principal sum with all accrued interest thereon shall become at once due and payable at the option of holder thereof and be collectible without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

If this note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankrupt courts, or under foreclosure proceedings under the mortgage securing this note, then all cost of collection, including a reasonable sum for attorney fee shall be added hereto as attorney's fees secured and collectible as the principal hereof.

The undersigned expressly agree jointly and severally to remain and continue bound for the payment of the principal and interest provided for by the terms of this note notwithstanding any extension or extensions of the time of, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid under and by virtue of the obligation to pay provided for in this note, or any change or changes by way of release or surrender of any collateral held as security for this note and waive all and every kind of notice of such extension or extensions, change or changes and agree that the same may be made without the joinder of the undersigned.

Presentment protest, and notice are hereby waived.

It is expressly agreed and declared that this note is given for an actual loan of Twenty Thousand (\$20,000.00) Dollars.

Witness the hand and seal of each of the signers hereof.

Witness:

Christa Wilkes (I.S.)

Michael Helms (I.S.)



February 10, 2017

Lakesha Jeffries, Esquire
JEFFRIES LAW FIRM, LLC
P.O. Box 646
Orangeburg, SC 29116

RE: Jimmy Helms v. Debbie Willing

Dear Lakesha:

You will please find enclosed a list of additional witnesses in this case.

Yours very truly,

S. Jahue Moore

SJM:arj
Enclosure
cc: Mr. Jimmy Helms

S. Jahue Moore[†]
J. Mark Taylor^{*}
C. Vance Stricklin, Jr.
James Edward Bradley[†]
Sheila McNair Robinson
Christian G. Spradley
C. David Sawyer, Jr.
William H. Edwards
Stanley L. Myers
Jane H. Downey[♦]
S. Jahue Moore, Jr.
John C. Bradley, Jr.
Melissa K. Moore
William B. Fortino
Ralph Nichols Riley, Jr.
Amber Cary Fulmer
Sarah Taylor Cassidy

Robert D. Hazel
OF COUNSEL
Billy C. Coleman
RETIRED

1700 Sunset Boulevard, West Columbia SC 29169 | PO Box 5709, West Columbia SC 29171

TEL 803.796.9160 FAX 803.791.8410 www.mooretaylorlaw.com

JAKE MOORE SR.

People that KNEW WE CARRIED
OURSELVES AS MAINT WIFE - Jimmy Helms
Deborah Wilkins

1. JAKE KNOTT
2. BETTY KNOTT
3. ANDRE BAKER
4. FRANK WHITE
5. KAY WHITE
6. JACK PARKER
7. WENDY BARNETTE
8. BONNIE RAMBO
9. MICHAEL FINNELL SR.
10. MICHAEL FINNELL JR.
11. STEPHANIE FINELL
12. CHAISTA WILKE
13. MICHAEL WILKE
14. MICHAEL HELMS
15. JIMMY HELMS JR.
16. CANDY MCKNIGHT
17. JAMES SPIRET
18. SCOTT WELSON
19. CHRIS TRUITT
20. KADEN HELMS
21. ZOGAN HELMS
22. DRAIDEN HELMS
23. BILL MULLIK
24. VICKIE MULLIK
25. BRIAN HUGHES

Thanks
Jimmy Helms

STATE OF SOUTH CAROLINA

FILED IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

2013 MAR 28 PM 3:59 DOCKET NO.: 12-CP-32-2135

L&D Enterprises, LLC, d/b/a Jimmy's Mini
Mart and Debra Willing,

Plaintiffs,

-VS-

MECO, Inc. of Augusta and Modern Welding
Company of Georgia, Inc.,

Defendants.

MECO, Inc. of Augusta,

Defendant/Third-Party Plaintiff,

-VS-

L. Zane Morris d/b/a Carolina Petroleum
Services, and Jackson Construction and
Supply Company, Inc.,

Third-Party Defendants.

CORRECTED
AMENDED SUMMONS
(JURY TRIAL DEMANDED)

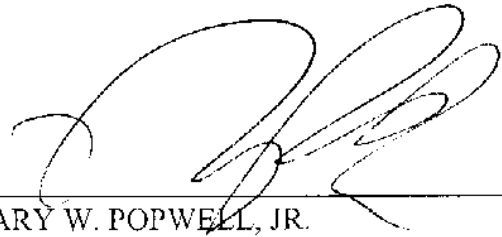
TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action of which a copy is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscribers at their office, 1314 Lincoln Street, Columbia, South Carolina, within thirty (30) days after the service thereof, exclusive of the date of such service and if you fail to answer, appear, or defend, judgment by default will be rendered against you for the relief demanded in the Complaint.

[Signature on the following page]

FILED

2013 MAR 20 12 3: 59



GARY W. POPWELL, JR.
Attorney for Plaintiffs

ATTORNEYS LEE, EADON, ISGETT,
POPWELL AND REARDON, P.A.
Post Office Box 1505
Columbia, South Carolina 29202
(803) 799-9811

Columbia, South Carolina

March 20, 2013.

STATE OF SOUTH CAROLINA **FILED** IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

DOCKET NO.: 12-CP-32-2135

L&D Enterprises, LLC, d/b/a Jimmy's Mini
Mart and Debra Willing,

Plaintiffs,

-vs-

CORRECTED
AMENDED COMPLAINT
(JURY TRIAL DEMANDED)

MECO, Inc. of Augusta and Modern Welding
Company of Georgia, Inc.,

Defendants.

MECO, Inc. of Augusta,

Defendant/Third-Party Plaintiff,

-vs-

L. Zane Morris, d/b/a Carolina Petroleum
Services, and Jackson Construction and
Supply Company, Inc.,

Third-Party Defendants.

Plaintiff would respectfully show:

FACTS COMMON TO ALL CAUSES OF ACTION

1. The Plaintiff L&D Enterprises, LLC is a limited liability corporation organized and existing pursuant to the laws of the State of South Carolina and does business as Jimmy's Mini Mart in the County of Lexington, State of South Carolina. Plaintiff Deborah Willing is the owner of L&D Enterprises LLC and is the owner of the lots upon which the store and gas pumps for the store are located.

2. Defendant, ~~MECO, Inc.~~ **FILED** of Augusta ("MECO"), is a corporation organized and existing pursuant to the laws of one of the States of the United States and regularly does business in the State of South Carolina, County of Lexington, contracts to do business in the County of Lexington, State of South Carolina, and derives substantial revenue therefrom, and entered into a contract in the County and State aforesaid for the purposes of this action.

3. The Defendant, Carolina Petroleum, Inc., is a corporation organized and existing pursuant to the laws of the State of South Carolina and maintains agents and servants and contracts to do business in the County of Lexington, State of South Carolina.

4. The Defendant, Modern Welding Company of Georgia, Inc. ("Modern Welding"), is a corporation organized and existing pursuant to the laws of one of the states of the United States and contracts to do business in the County of Lexington, State of South Carolina and derives substantial revenue therefrom, and contracted to perform work pursuant to the Contract which is the subject of this action in the County and State aforesaid, and derives substantial revenue therefrom.

5. Heretofore, the Plaintiffs contracted with the Defendant MECO for renovation of the gas station operated by the Plaintiff as Jimmy's Mini Mart at 812 Meeting Street in West Columbia, South Carolina in the County of Lexington, South Carolina. This work was to be performed in late 2005 and early 2006 and included new gasoline storage tanks to be installed at the business location at 812 Meeting Street, West Columbia, South Carolina for the purpose of storing gasoline which was in turn then offered for sale by the Plaintiff to the public. Defendant MECO contracted with Defendant Carolina Petroleum, Inc. for installation of the gasoline storage tanks in question and contracted with Modern Welding for manufacture of the gasoline storage tanks in question.

6. After completion of the work in 2006, the Plaintiff received a load of gas in September, 2006 from Mansfield Oil Company which was pumped into the tanks. Soon thereafter, the monitoring system at Jimmy's Mini Mart began indicating a high water warning in the tank in question. Subsequent inspection revealed that the tanks were defective and that they were allowing water to leak into the tanks. Subsequent inspection revealed failure in the bulkhead flange of the tank in question and a deflection at the bottom approximately 27 inches wide. This allowed water to get into the tank. It also allowed gasoline to leak from the tank into ground. In the meantime, Plaintiffs had sold gasoline from the tank in question which contained a high volume of water, which subsequently damaged the engines of the customers' cars who had bought the gasoline contaminated with water. After discovery of the defect in question, the tank was shut down for an extended period of time for discovery of the defect and repair of the defective tank.

7. As a result, Plaintiffs have suffered damages and had to spend considerable sums of money for repair of customers' engines which were damaged by the gasoline contaminated with water from the defective tank and have lost substantial revenue and income from its inability to sell gasoline from the tank in question during the period of repair and has had to spend money for inspections, repairs, compliance with state laws and regulations following entry of water into the tank in question and contamination of the gasoline tank in question and contamination of the land into which gasoline leaked from the tank and have lost good will and resulting loss of revenue from the public as a result of the sale of gasoline contaminated with water in the tank in question. Additionally, the Plaintiffs lost money which they had paid for the fuel that was placed into the defective tank in question which had to be pumped out on discovery of the defect in the tank which had allowed it to become contaminated with water. The value of Plaintiff Willings business and land

was also diminished by the leaking gas tank and resulting contamination.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

8. The Plaintiffs and the Defendants entered into a contract for installation of gasoline storage tanks at Plaintiff's West Columbia gas station. Pursuant to the terms and conditions of the contract, the work performed thereunder was to be performed in a workman-like manner and the tanks in question were to be free of defects so as not to allow escape of gasoline in the surrounding ground and so as not to allow water to leak into the gas tanks. The actions of the Defendants, in installing defective gasoline storage tanks at Plaintiff's West Columbia gas station, constitute breach of contract and the Plaintiffs have been damaged thereby as set forth above.

FOR A SECOND CAUSE OF ACTION
(Breach of Warranty)

9. The Plaintiffs reallege all allegations of the Facts Common to All Causes of Action and the First Cause of Action, where consistent herewith, as if repeated verbatim herein.

10. The gasoline storage tanks in question were warranted to be free of defects in workmanship and/or material and were discovered to be defective soon after installation within the warranty period. Therefore, Defendant MECO and Modern Welding, who issued the aforesaid warranty, are in breach of the warranty concerning the gasoline storage tanks in question and the Plaintiff has been damaged thereby as set forth above.

FOR A THIRD CAUSE OF ACTION
(Negligence)

11. The Plaintiffs reallege all allegations of the Facts Common to All Causes of Action, the First Cause of Action and the Second Cause of Action, where consistent herewith, as if repeated

verbatim herein.

FILED

12. The Defendants, through their agents and servants, acting within the course and scope of their employment, were negligent, careless, reckless and grossly negligent at all times material to this action in the following particulars:

- a) In failing to properly inspect the gasoline storage tanks in question after their manufacture for defects and/or holes and/or damage prior to installation;
- b) On the part of Defendant Modern Welding, in failing to properly manufacture the tanks in question in a workman-like manner so as to be free of defects which would allow the leaking of water into the tanks in question;
- c) On the part of Carolina Petroleum, Inc., in failing to properly transport and install tanks in question taking care not to drop and/or damage the tanks in transport and/or installation; and
- d) In such other and further particulars as may be shown at trial.

All of which combined and concurred as the direct and proximate cause of the damages suffered by the Plaintiffs.

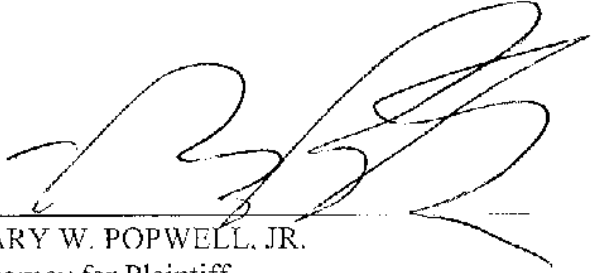
13. Plaintiffs are informed and believes that Plaintiffs are entitled to judgment in this matter as set out below.

WHEREFORE, Plaintiffs pray for judgment for actual and punitive damages in amounts determined by a jury, for the costs of this action, and for such other and further relief as the Court may deem just and proper.

[Signature on the Following Page]

FILED

MAR 11 2013 3:59


GARY W. POPWELL, JR.
Attorney for Plaintiff

ATTORNEYS LEE, EADON, ISGETT,
POPWELL AND REARDON, P.A.
Post Office Box 1505
Columbia, South Carolina 29202
(803) 799-9811

Columbia, South Carolina

March 20th, 2013.

CERTIFICATE OF SERVICE

FILED

Re: L&D Enterprises, LLC, d/b/a Jimmy's Mini Mart vs. MECO, Inc. of
Augusta, Carolina Petroleum, Inc. and Modern Welding Company
of Georgia, Inc.; Meco, Inc. of Augusta -vs- L. Zane Morris, d/b/a Carolina
Petroleum Services, and Jackson Construction and Supply Company, Inc.
Case No.: 12-CP-32-2135

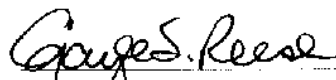
I, the undersigned, do hereby certify that a copy of the Corrected Amended
Summons and Corrected Amended Complaint, in the above-referenced matter, have been
served upon the following counsel of record through the United States Mail with sufficient
postage affixed thereto.

Ashley B. Stratton, Esquire
MURPHY & GRANTLAND, P.A.
Post Office Box 6648
Columbia, South Carolina 29260

Shelley S. Montague, Esquire
GALLIVAN, WHITE & BOYD
Post Office Box 7368
Columbia, South Carolina 29202

Emily R. Gifford, Esquire
RICHARDSON, PLOWDEN & ROBINSON
Post Office Drawer 7788
Columbia, South Carolina 29202

William O. Sweeny, III, Esquire
SWEENEY, WINGATE & BARROW
Post Office Box 12129
Columbia, South Carolina 29211


Gayle S. Reese

March 20, 2013.

ROA 000573

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

L&D ENTERPRISES, LLC, et al.,

IN THE COURT OF COMMON PLEAS

Plaintiffs,

vs.

MECO, INC. OF AUGUSTA, et al.,

Defendants.

FILED

CORRECTED

ANNEXED CIVIL ACTION COVERSHEET

2013 MAR 20 3:59

2012-CP-32-2135

(Please Print)

Submitted By: Gary W. Popwell, Jr.,

Address: Post Office Box 1505

Columbia, S.C. 29202

SC Bar #:

7947

Telephone #:

803-799-9811

Fax #:

803-779-8572

Other:

E-mail:

Gary@leiplaw.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR (certificate attached).

NATURE OF ACTION (Check One Box Below)

Contracts	Torts - Professional Malpractice	Torts - Personal Injury	Real Property
☐ Constructions (100)	☐ Dental Malpractice (200)	☐ Assault/Slander/Libel (300)	☐ Claim & Delivery (400)
☐ Debt Collection (110)	☐ Legal Malpractice (210)	☐ Conversion (310)	☐ Condemnation (410)
☐ Employment (120)	☐ Medical Malpractice (220)	☐ Motor Vehicle Accident (320)	☐ Foreclosure (420)
☐ General (130)	☐ Notice/ File Med Mal (230)	☐ Premises Liability (330)	☐ Mechanic's Lien (430)
☐ Breach of Contract (140)	☐ Other (299)	☐ Products Liability (340)	☐ Partition (440)
☐ Other (199)		☐ Personal Injury (350)	☐ Possession (450)
		☐ Wrongful Death (360)	☐ Building Code Violation (460)
		☐ Other (399)	☐ Other (499)
-
Inmate Petitions	Judgments/Settlements	Administrative Law/Relief	Appeals
☐ PCR (500)	☐ Death Settlement (700)	☐ Reinstate Driver's License (800)	☐ Arbitration (900)
☐ Mandamus (520)	☐ Foreign Judgment (710)	☐ Judicial Review (810)	☐ Magistrate-Civil (910)
☐ Habeas Corpus (530)	☐ Magistrate's Judgment (720)	☐ Relief (820)	☐ Magistrate-Criminal (920)
☐ Other (599)	☐ Minor Settlement (730)	☐ Permanent Injunction (830)	☐ Municipal (930)
	☐ Transcript Judgment (740)	☐ Forfeiture (840)	☐ Probate Court (940)
	☐ Lis Pendens (750)	☐ Other (899)	☐ SCDOT (950)
	☐ Transfer of Structured Settlement Payment Rights Application (760)		☐ Worker's Comp (960)
	☐ Other (799)		
-
Special/Complex /Other			
☐ Environmental (600)	☐ Pharmaceuticals (630)		☐ Zoning Board (970)
☐ Automobile Acc. (610)	☐ Unfair Trade Practices (640)		☐ Administrative Law Judge (980)
☐ Medical (620)	☐ Out-of State Depositions (650)		☐ Public Service Commission (990)
☐ Other (699)			☐ Employment Security Comm (991)
			☐ Other (999)

Submitting Party Signature:

Date:

3-20-13

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

ROA 000574

Attorneys

LEE, EADON, ISGETT, POPWELL AND REARDON, P.A.

LUTHER M. LEE (1023-1000)
SHEROD H. EADON, JR.
CHRISTOPHER G. ISGETT
GARY W. POPWELL, JR.
GERALD E. REARDON
BRETT A. OWENS - ASSOCIATE

2013 MAR 20 P 3:59

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March 20, 2013

VIA HAND DELIVERY

The Honorable Beth Carrigg
LEXINGTON COUNTY CLERK OF COURT
205 E. Main Street, Judicial Center
Lexington, South Carolina 29072-3494

Re: L&D Enterprises, LLC, d/b/a Jimmy's Mini Mart -vs- Meco, Inc. of Augusta and Modern Welding Company of Georgia, Inc. and Meco, Inc. of Augusta -vs- L. Zane Morris, d/b/a Carolina Petroleum Services and Jackson Construction and Supply Company, Inc.
Case No.: 12-CP-32-2135

Dear Ms. Carrigg:

In reviewing the Amended Pleadings in this matter, I found that the additional party to be joined (Plaintiff Debra Willing), was not included the caption of the Pleadings. I have enclosed for filing the original and two (2) copies of the Corrected Amended Summons and Corrected Amended Complaint along with the Corrected Amended Civil Action Coversheet, in the above-referenced matter. Please have your staff return clocked copies with my courier.

By copy of this letter, I am serving opposing counsel with a copy of the Corrected Amended Summons and Corrected Amended Complaint.

Hoping this letter finds you well, I am,

Yours very truly,

GARY W. POPWELL, JR.

GWPIr/gsr
Enclosures

cc: Ashley B. Stratton, Esquire
Emily R. Gifford, Esquire
Shelley S. Montague, Esquire
William O. Sweeny, III, Esquire

☐ cc: BOK
☐ cc: Mail
☒ cc: Person
☐ cc: None

ROA 000575

Date: 10/23/2020

To: Lakesha Jeffries, Esq. & Jake Moore, Esq.

Cc: The Honorable L. Casey Manning and Law Clerk Harvey Shiver, Esq.

From: Marcus B. Hodge, CPA/ABV/CFF, MBA, CFE

Letter Re: Information Requests for the Matter of Helms v. Willing

Atty. Jeffries and Atty. Moore,

I hope all is well. The information requests in this letter are based on my review of the proposed orders, the trial transcript, and public records¹.

The purpose for the volume of requests is to cover information sources that may retain records for longer than the typical five- to seven-year period followed by most financial institutions. Please contact me if you have any questions about the requests.

Best,

Marcus Hodge

¹ : Lexington County's Assessor and Register of Deeds, Richland County's Geographic Information System, and the S.C. Secretary of State.

This letter has been prepared, and is intended to be used, only for the referenced litigation matter.

This letter is not to be distributed to any parties outside of the litigation matter.

Information Requests for Mr. Jimmy Helms (Plaintiff) and Ms. Debbie Willing (Defendant)

How to Respond to the Information Requests

1. How to Respond:

A. The information requests include two categories:

- I. Questions.
- II. Document Requests.

B. Questions:

- I. Questions are directed toward either the Plaintiff, Defendant, or both parties.
- II. If one party knows the answer to a question directed toward another party, then please include an answer to that question.
- III. Please identify the section and question # next to each answer you provide (E.g.: *Answer to Defendant's Question #1, Answer to Plaintiff's Question #5, Defendant's Answer to Both Parties Question #10, or Plaintiff's Answer to Both Parties Question #15*).

C. Document Requests:

- I. Document requests are also directed toward either the Plaintiff, Defendant, or both parties.
- II. If one party has a complete set of documents in their possession for a document request directed toward the other party, then provide documents for that request.
- III. If one party has a complete set of documents in their possession for a document request that is directed toward a source, then provide the documents in your possession.

IV. Please include a cover page identifying the section of each group of documents you provide (E.g.: Use the cover page *Defendant's Document Requests for 812 Meeting St.* on top of all documents provided by Defendant for 812 Meeting St.).

- D. Send all answers and documents to Mr. Shiver, Judge Manning's Law Clerk.
- E. Provide all documents as .pdf files.
- F. The document requests are not limited to a specific time period. Each party should provide all documents available to them that are relevant to each document request.
- G. The information requests included in this document are not intended to be final. It is possible that additional questions, documents, and sources will be needed in order to complete the objectives of this engagement.

2. Possible Sources of Information:

- A. The following are examples of possible sources of information each party should consider when gathering documents to respond to the document requests:
 - I. Bank where each deposit account was/is held, including successors to the bank (e.g.: SouthTrust to Wachovia to Wells Fargo).
 - II. Lender of each debt owed by each party.
 - III. Loan servicer of each debt owed by each party (Where debt payments are made to a company other than the lender).
 - IV. Company that issued each credit card used by each party (e.g.: American Express, Bank of America for a Bank of America Mastercard credit card, or First Citizens Bank for a First Citizens Bank Visa credit card).
 - V. Financial institution where each party has held a brokerage or retirement account.
 - VI. Plaintiff's son-in-law.
 - VII. Plaintiff's cousin.
 - VIII. Each law firm where:
 - a. Real estate closings were completed.
 - b. Mortgage closings were completed.
 - c. Defendant, Mr. Patel, and/or L&D Enterprises, LLC were represented in each matter related to the business operations conducted at 812 Meeting Street and/or 820 Meeting Street.
 - d. Plaintiff was represented in Plaintiff's divorce matter (c. 2001).
 - IX. Tax preparer for:
 - a. Each personal income tax return filed by each party.
 - b. Each business income tax return for L&D Enterprises, LLC (if not reported in Schedule C of a party's personal income tax return).
 - c. Each sales tax return filed for L&D Enterprises, LLC.
 - d. Quarterly accommodations tax return filings if 809 Shull St. functions as a boarding house (Form ST-388 and each attached form where applicable [ST-3T or ST-389]).

- X. Vendors or contractors for the construction, improvement, repair, maintenance, renovation, modification, and/or alteration disputed real estate in this matter.
- XI. Documents held in a closet, shelf, basement, attic, and/or storage unit.
- XII. Documents held by Mr. Patel, the current owner of the business located at 812/820 Meeting Street.
- XIII. Business brokerage firm that brokered the purchase of the business located at 812/820 Meeting Street.
- XIV. Internal Revenue Service for tax return transcripts.
- XV. S.C. Department of Revenue related to unpaid sales taxes and the 911 Users Fee.
- XVI. Credit Bureau (Experian, Equifax, TransUnion) for a credit history report for each party.
- XVII. Lexington County Building Inspections.
- XVIII. Richland County Building Codes & Inspections Department.
- XIX. Utility companies (water, electric, gas, internet, phone, and cable).

Questions

For Defendant

1. Did you sign a contract with Plaintiff for the purchase of L&D Enterprises, Jimmy's Citgo, and/or aliases thereof?
2. Did you transfer anything of value to Plaintiff in exchange for an ownership interest in L&D Enterprises? If so, describe in detail.
3. Identify the name and address of the individual or company that brokered the sale of the business located at 812/820 Meeting Street (*Jimmy's Citgo* which includes all aliases thereof).
 - A. If different from the business broker, identify the name and address of the individual or company that transferred the sales proceeds to you from the sale of Jimmy's Citgo.
4. What happened to the existing inventory of Jimmy's Citgo upon the sale of the business to Mr. Patel?
 - A. Was the existing inventory purchased by Mr. Patel?
 - B. Were proceeds from sales of the existing inventory retained by you?
 - C. Were proceeds from the existing inventory transferred from Mr. Patel to you?
 - D. Who paid sales taxes on the sale of the existing inventory?
 - E. If the existing inventory was financed, identify the name of the financial institution, company, or individual that financed the inventory?
 - F. If financing was obtained/owed by you, Jimmy's Citgo, and/or L&D Enterprises, provide a copy of the financing agreement and payment history.

5. What happened to the existing funds in the deposit account(s) used by Jimmy's Citgo when the business was sold to Mr. Patel?
 - A. Did you keep the existing funds in the deposit account(s)?
 - B. If you transferred the existing funds in the deposit account(s) upon/after the sale of Jimmy's Citgo, identify each financial account used to deposit existing funds in deposit account(s) by financial institution, account type (deposit, C.D., investment, etc.), account owner, and account number.
6. What happened to the existing cash on hand in Jimmy's Citgo when the business was sold to Mr. Patel?
 - A. Did you remove the existing cash on hand?
 - B. If so, how much did you move, and where did you move the existing cash on hand?
 - C. If you deposited the cash on hand into a financial account(s), identify each financial account used to deposit cash on hand by financial institution, account type (deposit, C.D., investment, etc.), account owner, and account number.
7. What happened to the existing receivables, if any, of Jimmy's Citgo upon the sale of the business to Mr. Patel?
 - A. Were the existing receivables purchased by Mr. Patel?
 - B. Were proceeds from payments related to the existing receivables retained by you?
 - C. Were proceeds from payments related to the existing receivables transferred from Mr. Patel to you?
 - D. If the existing receivables were factored (sold), identify the name of the financial institution, company, or individual that purchased the receivables?

8. For the lawsuit involving the defective tanks located at/around 812/820 Meeting Street, provide information for each of the following items:
 - A. Venue where the complaint(s) was filed.
 - B. Case number.
 - C. Party names.
 - D. Fee arrangement with your, L&D Enterprises, Jimmy's Citgo, and/or Mr. Patel's counsel.
 - I. E.g.: Contingency + costs, hourly, contingency & costs paid by client?

9. Identify the name and address of each closing attorney and law firm you have used to close on each real estate purchase, real estate sale, business sale, mortgage, loan, debt refinance, or any other transaction involving the disputed assets in this matter, including, but not limited to:
 - A. 812 Meeting Street.
 - B. 820 Meeting Street.
 - C. 809 Shull Street.
 - D. 1900 Oceola Street.
 - E. 1904 Oceola Street.
 - F. Lot 12 and/or 185 Harbor Watch.
 - G. Jimmy's Citgo.
 - H. L&D Enterprises.

10. List each address where you have lived since 2001 and include the range of dates during which you lived at each address.

11. Did you live at 424 Lakeshore when you took out the loans from SouthTrust/Wachovia and Carolina First Bank in January 2006? If no, identify the address where you lived as of January 2006.

12. What was the specific date you moved from 424 Lakeshore?
- A. Where did you move on that date?
 - B. If you moved to an address other than 1904 Oceola, list each address and time period of where you lived prior to moving to 1904 Oceola.
 - C. What was the specific date you moved to 1904 Oceola?
13. Describe the source(s) of funds you used to pay down the \$56,000.00 you borrowed from SouthTrust/Wachovia in January 2005 (e.g. for sources of funds: Personal savings at X bank, proceeds from X litigation matter, personal income as employee of X, income from Jimmy's Citgo, funds from Plaintiff, etc.)?
14. How were the proceeds used from the \$148,093.80 that L&D Enterprises borrowed from Carolina First Bank in January 2006 where you were identified as the mortgagor?
15. Were any proceeds from the \$148,093.80 Carolina First mortgage used to pay off the balance of the Wachovia/SouthTrust Bank loan you took out in January 2005?
- A. If so, how much?
16. How were the proceeds used from the \$309,000.00 that you borrowed from Regions Bank in December 2006 where you were identified as the mortgagor?
- A. Were there any co-borrowers or co-signors on the mortgage/promissory note?
 - B. If so, then who?
 - C. Did you still live at 424 Lakeshore Drive on 12/18/2006 as is represented on Exhibit A to the mortgage?
17. What source(s) of funds did you use to make payments on and pay off the \$148,093.80 debt borrowed from Carolina First in one year on 1/10/2007?

18. How much was the final payoff amount for the \$148,093.80 debt borrowed from Carolina First?
19. Was L&D Enterprises, LLC identified as the Borrower on the note related to the \$89,020.75 mortgage you gave Regions Bank on 11/12/2008?
20. How were the proceeds from the \$89,020.75 Regions Bank mortgage used?
21. What source(s) of funds were used to make payments on, and eventually pay off, the \$89,020.75 debt that L&D Enterprises borrowed from Regions Bank on 11/12/2008?
22. Identify the name and address of each individual and/or company that has leased 812 Meeting Street from 2001 to present, and the amount of monthly rental payments.
23. Identify the name and address of each individual and/or company that has leased 820 Meeting Street from 2001 to present, and the amount of monthly rental payments.
24. If different from the above, list the name and address of each renter/lessee of the pumps, tanks, and/or canopy at 812/820 Meeting St. that has been paid to you for the use of the pumps, tanks, and/or canopy. List the amount of monthly rental/lease income received.

25. Identify each deposit account by financial institution, account owner, and account name where you have deposited or drawn funds at any and all times from 2001 to present related to the following:
- A. Sales proceeds from the brokerage company for the sale of Jimmy's Citgo.
 - B. Payments for the owner financing portion of the sale of Jimmy's Citgo.
 - C. Proceeds from the lawsuit involving the defective tanks located at/around 812/820 Meeting Street.
 - D. Payment for the lot at Harbor Watch.
 - E. Payments for the dues at Harbor Watch.
 - F. \$20,000.00 deposit you made in the South Trust bank account (pg. 72, Trial Transcript).
 - G. Rental/lease income for the rent/lease of the real estate located at:
 - I. 812 Meeting Street.
 - II. 820 Meeting Street.
 - III. 809 Shull Street.
 - IV. 1900 Oceola Street.
 - V. 1904 Oceola Street.
26. Identify each deposit account by financial institution, account owner, and account name that have been used to process the following types of transactions at any and all times from 2001 to present:
- A. Transactions related to Jimmy's Citgo prior to the sale of the business:
 - I. Sales of inventory and auto fuel.
 - II. Purchases of inventory and auto fuel.
 - III. Sales tax payments.
 - IV. Wages and salaries of employees, managers, and/or owners.
 - V. Utilities.
 - VI. Insurance.
 - VII. Installation and maintenance of the pumps, tanks, and canopy at 812/820 Meeting Street.

B. Transactions related to the real estate located at 812/820 Meeting Street:

- I. Real estate tax payments.
- II. Other property tax payments.
- III. Repairs and Maintenance.
- IV. Insurance.

27. List the full name and last known address of each owner, manager, and/or employee in charge of daily operations at Jimmy's Citgo until the business was sold to Mr. Patel.

28. Describe your daily responsibilities while you worked at Jimmy's Citgo.

29. Describe Plaintiff's daily responsibilities while you worked at Jimmy's Citgo.

30. During which period did you work at Jimmy's Citgo?

- A. How many days per week did you work?
- B. How many hours per day?

31. During which period did you work for your ex-husband?

- A. How many days per week did you work?
- B. How many hours per day?

32. During which period did you work for the company in Massachusetts?

- A. How many days per week did you work?
- B. How many hours per day?

33. For the real estate at 809 Shull Street, list the dates the property has been used as
a:

- A. Boarding house.
- B. Short-term rental property.
- C. Long-term rental property.

34. For the real estate at 809 Shull Street, list the daily, weekly, and/or monthly rates you have charged to rent or lease the property as a:
- A. Boarding house.
 - B. Short-term rental property.
 - C. Long-term rental property.
35. Where have you marketed 809 Shull St. (E.g.: Classifieds in print news, flyers, Apartments.com, Airbnb, other website/method)?
36. If the real estate at 809 Shull Street has been used as a boarding house, then how many rooms have been available for rent?
37. Did Plaintiff, L&D Enterprises, LLC, and/or Jimmy's Citgo contribute directly or indirectly to any portion of the:
- A. \$6,000.00 in funds you used to purchase the Harbor Watch lot? If so, how much?
 - B. Regime fees paid for the Harbor Watch lot? If so, how much?
 - C. Property taxes paid for the Harbor Watch lot? If so, how much?
38. Did Plaintiff, L&D Enterprises, LLC, and/or Jimmy's Citgo contribute directly or indirectly to any portion of the debt, taxes, insurance, utilities, repairs, maintenance, modifications, additions, etc. for any of the following properties:
- A. 812 Meeting Street.
 - B. 820 Meeting Street.
 - C. 809 Shull Street.
 - D. 1900 Oceola Street.
 - E. 1904 Oceola Street.
39. Did you receive any direct or indirect benefit from the net sales proceeds received by Plaintiff for the sale of 424 Lakeshore? If so, how much and how did you use the funds?

40. Identify each debt of Plaintiff's that you have claimed to pay off. Include the following information that may be subpoenaed from Plaintiff's lender/creditor/servicer:
- A. Debtor name(s).
 - B. Lender.
 - C. Servicer if loan payments were paid to a different entity than the lender.
 - D. Type of debt (e.g.: mortgage, line of credit, auto loan, credit card, etc.).
 - E. List each payment you made for each loan by amount and date.
 - F. See the document requests section for documents to provide that support you claims.
41. Evidence of a contract between Plaintiff and Defendant that establishes Defendant exchanged debt payments for ownership of Jimmy's Citgo.
42. List each known financial account (deposit accounts, credit cards, loans, retirement, brokerage, etc.) of Plaintiff's, L&D's, and/or Jimmy's Citgo that you both know Plaintiff has used in the last 7 years, and which you determine would contain information that supports your claims and/or defenses in this matter. List each financial account by:
- A. Financial institution.
 - B. Account type.
 - C. Account number (if known).
 - D. Owner name.
 - E. Any other identifying information.
43. Has Plaintiff ever made payments directly to you from a deposit account owned by L&D Enterprises and/or Jimmy's Citgo? If so, identify each payment method (e.g.: check, wire, online transfer, etc.), purpose, amount, and approximate date or period that would allow me to verify your claim.

44. Has Plaintiff ever made payments directly to you from a deposit account owned by Defendant? If so, identify each payment method, purpose, amount, and approximate date/period of payments that would allow me to verify your claim.
45. Have you been a member of L&D Enterprises, LLC at any time since the date of incorporation in S.C.?
46. Have you been a member, owner, shareholder, or partner in any business other than L&D Enterprises, LLC? If so, identify the name of the business and the state where the business is incorporated.
47. Identify each individual or entity that paid for your daughter's tuition, room & board, books, lab fees, parking fees, etc.(education costs) while she attended Midlands Tech, University of South Carolina, or other institution for her post-secondary education.
48. Identify each individual or entity, if any, that made payments on each student loan, if any, borrowed by your daughter to attend each post-secondary institution.
49. Provide any additional information relevant to your claims and/or defenses that you would like for me to know.

For Plaintiff

1. Did your children sign a promissory note with Defendant in exchange for \$20,000.00?
2. How was the \$148,093.80 mortgage borrowed from Carolina First Bank in January 2006 (Attached to 812 & 820 Meeting St.) paid off in one year?
3. What does the *L* and the *D* stand for in L&D Enterprises?
4. Was Alice's Food & Beverage (Alice's) a business name you used for the store at 812 Meeting Street?
 - A. If so, why did the business name include *Alice*?
 - B. Did you purchase Alice's?
 - C. If so, who was the seller and how much did you pay?
5. Was Alice's Food & Beverage (Alice's) an alias of L&D Enterprises? If not, identify each individual or entity associated with Alice's Food & Beverage.
6. When did the d/b/a for L&D Enterprises, LLC change from Alice's Food & Beverage to Jimmy's Mini Mart? Why did the name change?
7. List each address out of which L&D Enterprises has operated.
8. Describe your daily responsibilities while you worked at Jimmy's Citgo.
9. Describe Defendant's daily responsibilities while you worked at Jimmy's Citgo.
10. How many days per week did you work at Jimmy's Citgo? How many hours per day?

11. Did you stop working at Jimmy's Citgo prior to the sale of the business to Mr. Patel?

12. Have you, L&D Enterprises, and/or Jimmy's Citgo ever had a deposit account at SouthTrust Bank? If so, how many? Has this account(s) been closed? If so, when? If the account(s) has remained open in the last 7 years, was it with Wells Fargo?

13. List each member of L&D who has held an ownership % at any time since L&D's incorporation in S.C.

by their name, % interest, and period of ownership.

14. Defendant claimed in her testimony that you owned a house across the street from Defendant? If this is accurate:

A. What was/is the address of the house you owned?

B. When did you purchase the house?

C. What source(s) of funds did you use to purchase the house?

D. Did you move out of the house before it was sold?

I. If so, then on what date did you move out and where did you move?

E. When did you sell the house?

F. Did you borrow any money to purchase the house?

I. If so, identify the name of the lender/creditor and when the debt was taken out.

G. Did you ever rent the house to any occupants? If so, how long was the property a rental property?

15. Were your video poker machines ever seized or confiscated by a local or state agency? If yes:
- A. Which local/state agency seized or confiscated the machines?
 - B. When were the machines seized or confiscated?
 - C. Where were the machines seized or confiscated?
 - D. Which machines were seized or confiscated (year/make/model)?
 - E. Which machines, if any, were not seized or confiscated (year/make/model)?
 - F. Did you have to pay a fine(s) as a result of the seizure/confiscation?
 - I. If so, what source(s) of funds did you use to pay the fine(s)?
 - G. Did you report any income from the machines on a tax form(s)? If so, which tax form(s) and for which year(s)?
16. What were the circumstances that led your ex-wife to sell the Harbor Watch Lot for \$6,000.00?
- A. Did you consider the \$6,000.00 purchase price paid by Defendant to be discounted?
 - B. Did you directly or indirectly contribute any amount to the \$6,000.00 purchase price? If so, how much?
17. Did you win the football pool that was installed at 1904 Ocoola as an award for a contest, raffle, etc.? If so:
- A. In which year did you win the pool?
 - B. In which year was the pool installed?
 - C. Describe how you won the pool.
 - D. How much out-of-pocket funds, if any, did you have to use to install the pool?
 - E. Did you receive a 1099-MISC for the value of the pool? If so, which year did you receive the 1099, and was the amount on the 1099-MISC reported in your tax return?

18. List the name(s) of each contractor, construction company, and/or installer related to the construction/installation of the pool?
19. List the name(s) of each contractor/installer responsible for the installation of the hardwood floors at 1904 Oceola. What was the approximate date the hardwood floors were installed?
20. Were the hardwood floors installed in exchange for debt forgiveness for all/portion of a gambling or other debt owed by the installer?
21. How were the proceeds used from each mortgage attached to 812 and/or 820 Meeting Street where Defendant was a mortgagor and/or L&D Enterprises, LLC was a borrower?
22. Were you ever a mortgagor or borrower for any debt related to any property disputed in this matter that has been owed or borrowed by yourself, Jimmy's Citgo, and/or L&D Enterprises?
23. Were you ever a co-signor (individually or as a representative of L&D Enterprises) with Defendant on any mortgage application, mortgage, note, loan, or other debt? If so, identify the lender, borrowing date, and amount borrowed.
24. Were you ever identified as a guarantor (individually or as a representative of L&D Enterprises) of any debt borrowed by Defendant? If so, identify the lender, borrowing date, and amount borrowed.
25. When you sold 424 Lakeshore, was this a short sale or did you receive any net proceeds from the sale of this property?

26. If you received net proceeds from the sale, did you:
- A. Contribute any proceeds toward the debt or other costs associated with the disputed properties in this matter?
 - B. Transfer any proceeds to Defendant?
 - C. If no, how did you use the net proceeds?
27. When did you and Defendant move out of 424 Lakeshore Drive? Defendant claimed to live at 424 Lakeshore until April 2005, but you didn't sell 424 Lakeshore until 8/21/2009.
- A. Was this accurate?
 - B. Did you rent 424 Lakeshore at any time from the period you moved out of 424 Lakeshore up to 8/21/2009?
28. Did Defendant contribute any costs toward this property including, but not limited to, mortgage payments, utilities payments, repairs, maintenance, landscaping, etc.?
29. List the documents you have in your possession, or available to you, to support that you directly shared in the profits of Jimmy's Citgo and/or L&D Enterprises:
- A. E.g.: Tax returns identifying you as owning a % of the profits/losses in L&D Enterprises and/or Jimmy's Citgo or checks paid directly to you from an operating account, etc.
30. Did you work at Jimmy's Citgo after Defendant acquired the real estate at 812 Meeting and 820 Meeting?
- A. If so, were you paid as a W-2 employee?
 - B. Did you take draws as an owner?
 - C. Were payments made for your benefit from a Jimmy's Citgo and/or L&D Enterprises account (E.g.: payments for your personal credit card, utilities bills, food, etc.)?
 - D. Were you able to write checks to yourself or for your benefit from deposit accounts held by Jimmy's Citgo, L&D Enterprises, LLC, etc.?
 - E.

31. Has Defendant ever made payments directly to you from a deposit account owned by L&D Enterprises and/or Jimmy's Citgo? If so, identify each payment method (e.g.: check, wire, online transfer, etc.), purpose, amount, and approximate date or period that would allow me to verify your claim.
32. Has Defendant ever made payments directly to you from a deposit account owned by Defendant? If so, identify each payment method, purpose, amount, and approximate date/period of payments that would allow me to verify your claim.
33. Have you been the registered agent of L&D Enterprises, LLC since the date of incorporation in S.C.?
34. Have you been a member, owner, shareholder, or partner in any business other than L&D Enterprises, LLC? If so, identify the name of the business and the state where the business is incorporated.
35. Who has been responsible for making the \$25 annual license fee payment to the S.C. Sec. of State for L&D Enterprises, LLC? If you have made the annual \$25 payments, then list each deposit account used to make each \$25 payment by account owner, account number, and financial institution.
36. Have you, Jimmy's Citgo, and/or L&D Enterprises, LLC ever rented or leased:
- A. 820 Meeting Street from the prior owner (Merrilyn Hall)?
 - I. If yes, please describe the lease/rent terms.
 - B. Fuel tanks at 820 Meeting Street separately from the rest of the real estate?
 - I. If yes, please describe the lease/rent terms.
37. Were fuel tanks placed anywhere on/underground at 812 Meeting and/or 820 Meeting prior to your transfer of 812 Meeting St. to Defendant?
38. Did you contribute any funds toward the purchase of the fuel tanks? If so, when did you purchase the fuel tanks and who sold you the fuel tanks?

39. Identify the name and address of each closing attorney and law firm you have used to close on each real estate purchase, real estate sale, mortgage, loan, debt refinance, or any other transaction involving 1905 Oceola Street.
40. Identify each deposit account by financial institution, account owner, and account name where you have deposited the following amounts at any and all times from 2001 to present:
- A. Rental/lease income from the rent/lease of 424 Lakeshore.
 - B. Rental/lease income from the rent/lease of 1905 Oceola.
 - C. Rental/lease income from the rent/lease of 812 Meeting.
 - D. Sales proceeds from the sale of 1905 Oceola.
41. Identify the address of the rental house you stated that you owned when you met Plaintiff.
42. Provide any additional information relevant to your claims and/or defenses that you would like for me to know.

For Both Parties

1. In order to help each financial institution identify the records I need from the subpoena requests I prepare for your attorneys, I need the following identifying information from you:
 - A. Your full legal name for each legal name you have had in the last 20 years.
 - B. Your Social Security number.
 - C. Your driver's license number.
 - D. Your date of birth.
2. Is this a complete list of the disputed real estate that is still owned by Defendant?:
 - A. 812 Meeting Street.
 - B. 820 Meeting Street.
 - C. 809 Shull Street.
 - D. 1900 Oceola Street.
 - E. 1904 Oceola Street.
3. List all other disputed property in this matter by name, description, and amount.
4. Is any disputed real estate in this matter owned by Plaintiff? If so, what is the address of the real estate?
5. Identify each financial institution(s) since 2001 where the parties have jointly or individually held or controlled the following types of accounts:
 - A. Demand deposit accounts.
 - B. Money market accounts.
 - C. Certificate(s) of Deposit (CD) accounts.
 - D. NOW accounts.
6. Identify each financial institution where L&D Enterprises and/or Jimmy's Citgo have held a deposit account in the last 7 years.

7. Identify each financial institution where each party has held a credit card account during the last 7 year.
8. For any unresolved discovery disputes, identify each known financial institution where you know the opposing party has held or controlled a deposit account in the last 7 years.
9. Have both parties agreed to the value of any of the disputed real estate in this matter?
 - A. If so, identify each property and the agreed-upon value.
10. For each disputed property where disagreement remains on the value, list each disputed property and your opinion of value.
11. Please identify which of the following methods or calculations you would be willing to agree to use to value each disputed property where disagreement remains on the value:
 - A. Professional appraisal split by each party for each disputed property:
 - I. Residential real estate.
 - II. Residential rental property.
 - III. Commercial rental property.
 - B. Available real estate appraisals from lenders.
 - C. Available real estate appraisals paid for by the parties in the last 5 years.
 - D. Average of your opinions of value for each property if the difference is less than 20%.
 - E. Market values estimated by Lexington's and Richland's Tax Assessors?
 - F. Original amount paid for the real estate adjusted for real estate price inflation up to the current date.
 - G. Average of two or more of the above methods.

12. Did L&D Enterprises, LLC pay:
 - A. Plaintiff rental income for 812 Meeting prior to the transfer to Defendant.
 - I. If so, how much, and for what period of time?
 - B. Defendant rental income for 812/820 Meeting at any time prior to the sale to Mr. Patel?
 - I. If so, how much, and for what period of time?

13. Defendant testified to the *LLC* being sold in 2015. Is Defendant referring to L&D Enterprises, LLC as the *LLC*?
 - A. If no, then what is the name of the LLC referenced by Defendant, and which party purchased the LLC?
 - B. If yes, then why is Plaintiff still the registered agent for L&D Enterprises if it was sold to another party?

14. List and describe all assets known to have been owned by L&D Enterprises, but not transferred to Mr. Patel following the sale of Jimmy's Citgo:
 - A. E.g.: Bank accounts, inventory, receivables, cash on hand, furniture, equipment, computers, supplies, postage, etc.)

15. Why did Plaintiff transfer 812 Meeting to Defendant?

16. Was there any agreement or promise for Defendant to transfer anything of value to Plaintiff in exchange for ownership of 812 Meeting? If so, please describe?

17. Did Plaintiff transfer any ownership interest in L&D Enterprises to Defendant along with the transfer of 812 Meeting?

18. In income tax filings with the IRS and SCDOR, what %'s have been entered for Plaintiff's and Defendant's ownership interest percentage in L&D Enterprises? If ownership %'s changed over time, provide each date and percentage interest transferred between the members of L&D Enterprises.

19. If income/losses from Jimmy's Citgo were reported in a Schedule C prior to the sale to Mr. Patel, which party reported the:
- A. Income/losses from operations?
 - B. Sale of Jimmy's Citgo to Mr. Patel?
20. Did each party file a separate income tax return each year from 2003 – 2016?
21. Did both parties agree to put Jimmy's Citgo up for sale? If no:
- A. Which party made the decision to put Jimmy's Citgo up for sale?
 - B. How did the other party become aware of the sale?
22. What was the reason(s) for deciding to sale Jimmy's Citgo?
- A. Which party, if any, managed the operations of Alice's Food & Beverage?
Describe each duty and the time period each duty was performed.
23. Who was the owner of the account that Defendant claimed to have deposited \$20,000.00 in exchange for the promissory note (pg. 291, trial transcript)? Where was the account held?
- A. List each vacation taken together by destination and approximate dates.
23. List each company where a subpoena would be necessary or more efficient to issue in order to obtain any of the records I have requested (e.g., lower cost of records subpoenaed from a bank vs. requesting the same records from a bank branch). Include the company's name, account owner/party, account type (if a financial account), and a description of records.
24. List each source of income received in the last 7 years (E.g.: Wages from L&D Enterprises, Rental/lease income from the properties, Dividend income, Social Security retirement benefits, etc.).
25. How were the proceeds used from each mortgage where Defendant was identified as mortgagor and 812 and/or 820 Meeting Street were identified as collateral?

26. Was any additional debt over \$56,000.00 borrowed to purchase 820 Meeting Street? If so, identify the lender(s), amount borrowed, and approximate date the funds were borrowed. If not, which party provided the funds for the down payment made for the purchase of 820 Meeting Street?
27. Identify each utility service provider (electric, gas, phone, internet, water) that issued a utility bill to you for utility services provided to any disputed real property in this matter.
28. Identify each utility service provider (electric, gas, phone, internet, water) that issued a utility bill to L&D Enterprises, LLC where you were identified as a contact, representative, or owner of L&D Enterprises, LLC for utility services provided to any disputed real property in this matter.
29. List each person you hired and/or fired while you managed Jimmy's Citgo and/or L&D Enterprises, LLC.

Document Requests

From Defendant

1. Copy of the signed promissory note between Defendant as the buyer and Christa and Michael Helms as the sellers of the business located at 812 Meeting Street.
2. From the business broker, attorney, consultant, and/or other representative (broker) responsible for brokering the sale of Jimmy's Citgo to Mr. Patel:
 - A. Complete file containing closing documents. E.g. for closing documents:
 - I. Contract with the broker.
 - II. Settlement sheet, balance sheet, and/or other document showing how incoming sales proceeds were distributed to the broker, for transaction costs, for other deductions, and/or you or your representative.
 - III. Letter(s) of Intent.
 - IV. Offer-to-Purchase Agreement.
 - V. Purchase Contract or Sales Contract.
 - VI. Note for Owner or Seller Financing.
 - VII. Owner or Seller Financing Agreement.
 - VIII. Financial Statements provided for Jimmy's Citgo (Income Statements/Profit & Loss Statements, Balance Sheets, and Cash Flow Statements).
 - IX. Transition Agreement.
 - X. Non-compete agreement.
 - XI. Accounts Receivables Aging Reports.
 - XII. Accounts Payable Aging Reports.
 - XIII. Inventory List with descriptions and values.
 - XIV. List of all fixtures, furnishings, and equipment transferred with descriptions and values.
 - XV. Supplier/Distributor/Vendor list.

- XVI. Supplier/Distributor/Vendor contracts.
- XVII. Employee list with names, positions, salaries/wages, and hiring dates.
- XVIII. Employment Agreements.
- XIX. Images and/or video taken of business.
- XX. Incorporation documents.
- XXI. Business licenses.
- XXII. Equipment leases.
- XXIII. Maintenance Agreements.
- XXIV. Insurance policies.
- XXV. Description of any liens.
- XXVI. Other documents included in the broker's file.

B. For communications or instructions provided by you, or your representative, that instruct the broker on how to deliver the net sales proceeds, provide the following documents:

- I. If by wire transfer or other electronic transfer, provide each document related to the distribution of the net sales proceeds that shows the originating and beneficiary financial institution, accounts, account owners, account numbers, routing numbers, and instructions.

C. If your net proceeds were delivered by check, provide a copy of the front and back each canceled check that was delivered to you by the broker or your representative.

3. For the *Owner* or *Seller Financing Agreement* if separate from the broker's file:

- A. Provide a copy of the agreement.
- B. Provide a copy of the payment history for the agreement showing the payment date, amount, and allocation of each payment among principal, interest, fees/costs, and/or escrow.

4. For the note on the inventory given by Mr. Patel if separate from the broker's file:
 - A. Provide a copy of the note.
 - B. Provide a copy of the payment history for the note showing the payment date, amount, and allocation of each payment among principal, interest, fees/costs, and/or escrow.
5. For the loan on 820 Meeting that you paid off by cashing out your 401(k), provide the following:
 - A. Statement from your 401(k) account that shows the distribution from your 401(k), and any withholding.
 - B. Loan/mortgage statement from your lender showing a payoff amount that matches the distribution amount from your 401(k).
 - C. Individual income tax return or Form 1099 that reports the income and penalties, if applicable, you realized from the 401(k) distribution.
6. For the rent or lease of 812 Meeting and/or 820 Meeting:
 - A. Provide a copy of each rental and/or lease agreement for each rental and/or lease agreement between you, your business and Mr. Patel or Mr. Patel's business.
 - B. Provide a copy of the payment history for the agreement showing the payment date and amount.
 - I. Allocate payments between regular payments and fees/costs if fees/costs are charged.

7. For proceeds from the lawsuit involving the defective tanks, provide copies of the following documents:
 - A. Representation Agreement with the law firm that represented you and/or your business interest(s).
 - B. Settlement sheet, balance sheet, and/or other document showing how incoming sales proceeds were distributed to you, your representative, your business, your attorney, and costs/other deductions.
 - C. Communications or instructions provided by you, or your representative, that instruct your counsel on how to deliver the net proceeds from the lawsuit:
 - I. If by wire transfer or other electronic transfer, provide the originating and beneficiary financial institution, accounts, account owners, account numbers, routing numbers, and instructions.
 - II. If your net proceeds were delivered by check, provide a copy of the front and back each canceled check that was delivered to you by your attorney or other representative.

8. Provide all available receipts, invoices, statements, tax forms, bills, and other documents that support the ordinary and necessary costs of operating Jimmy's Citgo prior to the sale of Jimmy's Citgo to Mr. Patel:
 - A. E.g. for evidence of ordinary and necessary costs:
 - I. Deposit account statements.
 - II. Canceled checks.
 - III. Credit card statements.
 - IV. Food and beverage purchase receipts for food/beverages purchased for resale.
 - V. Fuel purchase receipts for fuel stored in the tanks.
 - VI. Mortgage statements.
 - VII. Mortgage/loan payment histories.
 - VIII. Insurance policies.
 - IX. Property tax bills/payments.

- X. Sales tax forms.
 - XI. Salaries and wages reported to the IRS.
 - XII. Payroll tax forms for payroll taxes paid to the IRS.
 - XIII. Merchant account statements.
 - XIV. Utility bills and payment histories (Gas, electric, cable, internet, water, etc.).
 - XV. Fines, penalties, and interest.
 - XVI. Repairs and maintenance bills.
 - XVII. Inspections fees/bills.
 - XVIII. Legal invoices/bills.
 - XIX. Dues and subscriptions.
 - XX. Advertising invoices/bills.
 - XXI. Tax preparation invoices.
 - XXII. Contracts or invoices for improvements, additions, modifications, enhancements, etc.
9. Documents showing all adjustments to reported sales agreed upon with the SCDOR related to each notice sent to you for sales taxes due.
10. Documents showing how the SCDOR calculated the \$1,150.54 tax lien in 2014 placed on Jimmy's Mini Mart for the 911 Users Fee.
11. Provide all available receipts, invoices, statements, tax forms, and bills that support the ordinary and necessary costs of leasing or renting 812 Meeting and 820 Meeting:
- A. Evidence of costs paid by Defendant for taxes, utilities, repairs, maintenance, improvements, enhancements, modifications, additions, etc.

12. Complete closing file from each attorney or law firm you used to close on each sale or purchase of real estate and/or each mortgage or refinance related to each disputed property in this matter² and the rental house you stated that you owned when you met Plaintiff. Each closing file should include, among other items:
- A. HUD statement.
 - B. Settlement or balance sheet showing how sales/loan proceeds were distributed.
 - C. Copy/image of checks brought to each closing.
 - D. Promissory notes.
 - E. Deeds.
 - F. Mortgage/loan documents.
 - G. Appraisal.
13. Loan payment histories, appraisals, mortgage documents, promissory notes, and other documents in the loan file held by Carolina First Bank, Regions Bank, and each other lender, for each original and refinanced debt attached to the disputed properties³ where you and/or L&D Enterprises were a borrower, signor, guarantor, and/or mortgagor. The loan payment history should include the payment date, payment amount, and allocation among principal, interest, escrow (if applicable), and fees (if applicable).
14. Request a loan or payment history from Regions Bank that shows each monthly payment made on the debt borrowed by L&D Enterprises, LLC. Identify each bank account used to make periodic mortgage payments to Regions Bank.

² : Covers 812 Meeting Street, 820 Meeting Street, 809 Shull Street, 1900 Ocoola Street, 1904 Ocoola Street, 1905 Ocoola Street, and 185/Lot 12 Harbor Watch.

³ : Covers 812 Meeting Street, 820 Meeting Street, 809 Shull Street, 1900 Ocoola Street, 1904 Ocoola Street, 1905 Ocoola Street, and 185/Lot 12 Harbor Watch.

15. If you signed a contract for the purchase from Plaintiff of an ownership interest in L&D Enterprises or Jimmy's Citgo, then provide a copy of the contract (This would be a separate agreement from a deed for, or mortgage attached to, 812 Meeting St.).
16. Provide all available receipts, invoices, statements, tax forms, and bills that support the ordinary and necessary costs of renting 812/820 Meeting St. at any time before and after the sale of Jimmy's Citgo to Mr. Patel:
 - A. E.g. for evidence of ordinary and necessary costs:
 - I. Deposit account statements.
 - II. Canceled checks.
 - III. Credit card statements.
 - IV. Mortgage statements.
 - V. Mortgage/loan payment histories.
 - VI. Insurance policies.
 - VII. Property tax bills/payments.
 - VIII. Utility bills and payment histories, where applicable (Gas, electric, cable, internet, water, etc.).
 - IX. Fines, penalties, and interest.
 - X. Repairs and maintenance bills.
 - XI. Inspections fees/bills.
 - XII. Legal invoices/bills.
 - XIII. Tax preparation invoices.
 - XIV. Contracts or invoices for improvements, additions, modifications, enhancements, etc.

17. Provide documents that show how any of the above costs associated with operating Jimmy's Citgo or renting 812/820 Meeting St. were made by you using your personal funds that were not originally derived from operating Jimmy's Citgo or renting 812/820 Meeting Street:

A. E.g. for evidence of costs paid from personal funds:

- I. Generally, provide documents showing income, gifts, and/or loans from sources that are not disputed in this matter, and documents that show how the income, gifts, and/or loans were used to cover the above costs.
- II. Deposit account statements for your personal deposit account(s).
- III. Canceled checks from your personal account(s).
- IV. Credit card statements for your personal credit card account(s).
- V. Document(s) from your lender identifying your personal account(s) as a source for making monthly payments.

18. Provide a copy of the \$20,000.00 check you put in the South Trust bank account for Alice's Food & Beverage.

19. If financing was obtained/owed by you, Jimmy's Citgo, and/or L&D Enterprises for the inventory that existed before and upon the sale to Mr. Patel, provide a copy of the financing agreement and payment history.

20. For the \$108,000.00 you deposited into your bank account from the net proceeds of the sale of the business to Mr. Patel, provide the following:

- A. List each recipient by name, amount, and purpose for the distribution of the \$108,000.00.
- B. Bank statement showing the deposit.
- C. Each bank statement showing a distribution of the \$108,000.00.
- D. Each canceled check showing a distribution of any portion of the \$108,000.00.
- E. Each receipt, invoice, bill, confirmation, statement, etc. that was received from each individual and/or entity that received a distribution of a portion of the \$108,000.00 from you.

21. Copy of the original rental agreement with Mansfield Oil, and, if applicable, each subsequent amendment/continuation.
22. Complete copy of each personal federal and state income tax return you have filed for tax years 2013 to 2019. Include all forms, schedules, exhibits, attachments, worksheets, and source documents used to prepare your taxes for each year.
23. Complete copy of each business federal and state income tax return you have filed for tax years 2013 to 2019 related to each business you own and/or control at the disputed properties. Include all forms, schedules, exhibits, attachments, worksheets, and source documents used to prepare your taxes for each year.
24. Provide a copy of each rental, lease, and/or lodging agreement for the rent or lease of each of the following properties, where applicable:
 - A. 809 Shull.
 - B. 1900 Ocala.
 - C. 1904 Ocala.
 - D. The rental house you stated that you owned when you met Plaintiff
25. Provide all available receipts, invoices, statements, tax forms, and bills that support the ordinary and necessary costs of renting 809 Shull St.:
 - A. E.g. for evidence of ordinary and necessary costs:
 - I. Deposit account statements.
 - II. Canceled checks.
 - III. Credit card statements.
 - IV. Mortgage statements.
 - V. Mortgage/loan payment histories.
 - VI. Property tax bills/payments.
 - VII. Insurance policies.
 - VIII. Utility bills and payment histories, where applicable (Gas, electric, cable, internet, water, etc.).

- IX. Fines, penalties, and interest.
- X. Repairs and maintenance bills.
- XI. Inspections fees/bills.
- XII. Legal invoices/bills.
- XIII. Tax preparation invoices.
- XIV. Contracts or invoices for improvements, additions, modifications, enhancements, etc.

26. Provide a copy of each statement, bill, receipt, etc. you have provided to each tenant, guest, lessee, etc. related to their rent or lease of 809 Shull.

27. If 1900 Oceola and/or 1904 Oceola have been rented at any time, provide all available receipts, invoices, statements, tax forms, and bills that support the ordinary and necessary costs of renting 1900 Oceola, 1904 Oceola and the rental house you stated that you owned when you met Plaintiff:

A. E.g. for evidence of ordinary and necessary costs:

- I. Deposit account statements.
- II. Canceled checks.
- III. Credit card statements.
- IV. Mortgage statements.
- V. Mortgage/loan payment histories.
- VI. Property tax bills/payments.
- VII. Insurance policies.
- VIII. Utility bills and payment histories, where applicable (Gas, electric, cable, internet, water, etc.).
- IX. Fines, penalties, and interest.
- X. Repairs and maintenance bills.
- XI. Inspections fees/bills.
- XII. Legal invoices/bills.
- XIII. Tax preparation invoices.
- XIV. Contracts or invoices for improvements, additions, modifications, enhancements, etc.

28. Provide a copy of each statement, bill, receipt, etc. you have provided to each tenant, guest, lessee, etc. related to their rent or lease of 1900 Oceola, 1904 Oceola, and/or the rental house you stated that you owned when you met Plaintiff
29. Obtain a payment history from the HOA associated with Harbor Watch that shows each payment you made in regime fees or HOA dues while you were an owner of the Harbor Watch lot. If a payment history is not available, obtain a statement from the HOA associated with Harbor Watch that shows the amount of regime fees or HOA dues charged each year while you were an owner of the Harbor Watch lot.
30. If not included in the closing documents requested above, obtain from your bank a copy of the front and back of the check you received and deposited related to the sale of the Harbor Watch lot.
31. Provide all available financial documents showing the following:
 - A. How you used the \$90,000.00 cash you had when you met Plaintiff.
 - B. How you paid off the \$9,000.00 you owed when you met Plaintiff.
 - C. Your sale or transfer of the car you had when you met Plaintiff, and use of proceeds, if any, from the sale of the car.
32. Provide a copy of the Appraisal Report for the appraisal you claimed to have on 1904 Oceola.
33. Provide all documents available to you that show each payment made toward your daughter's education costs and/or student loan(s).
34. Provide all documents available to you that show each scholarship, if any, received by your daughter to attend a post-secondary institution.
35. Provide the copies of documents you claimed as supporting evidence for your claim that you made four or five payments on 424 Lakeshore Drive. Provide evidence showing the payment was received by the lender or other company to which the payments were made.

36. Provide all financial documents produced by Plaintiff in this matter.
37. Provide all financial documents available to you that are related to the disputed properties and assets, but not yet produced to Plaintiff in this matter.
35. Provide a copy of each Trial Exhibit you presented to the Court to support your claim.
36. Where applicable, provide a copy of all Responses to Interrogatories and/or Requests to Admit provided to the Defendant.
37. For each debt of Plaintiff's that you claim to have paid off, provide the following information:
- A. Statement from each financial account you used to pay down each debt owed by Plaintiff.
 - B. Copy of each canceled check, electronic transfer, and credit card charge showing each payment made by Defendant to pay down Plaintiff's debt.
 - C. Documents supporting evidence of a contract between you and Plaintiff where debt payments would be exchanged for ownership of Jimmy's Citgo, L&D Enterprises, and/or 812 Meeting St.
38. Copy of each letter and/or email you received related to the tax audit identified on pg. 17 of the trial transcript.

39. For the installation of the underground storage tanks, construction of the canopy, and paving at 812/820 Meeting, provide a copy of each of the following:

- A. Each permit obtained from Lexington County.
- B. Each permit obtained from an S.C. agency, if applicable.
- C. Each installation, service, and/or construction agreement with each vendor, installer, and/or contractor.
- D. Each invoice, bill, and/or receipt received from the vendor, installer, and/or contractor.
- E. Each bank statement, canceled check, wire transfer, and/or other electronic transfer documenting each payment made to each vendor or contractor.

From Plaintiff

1. Complete closing file from your real estate closing attorney or law firm for your purchase of 812 Meeting. The closing file should include, among other items:
 - A. HUD statement.
 - B. Owner or seller financing agreement.
 - C. Settlement or balance sheet showing how sales/loan proceeds were distributed.
 - D. Copy/image of checks brought to each closing.
 - E. Promissory notes.
 - F. Deeds.
2. Complete closing file from your real estate closing attorney or law firm for your sale of 424 Lakeshore.
3. Complete closing file from your real estate closing attorney or law firm for your purchase of 1905 Oceola.
4. Complete closing file from your real estate closing attorney or law firm for your sale of 1905 Oceola.
5. Complete closing file from your real estate closing attorney or law firm for the \$75,000.00 mortgage you gave to William Mullis on 2/1/2007. If a closing attorney or law firm was not used to close the \$75,000.00 mortgage, then provide a copy of the promissory note, mortgage document, and all other available documents related to the mortgage.
6. Complete closing file from your real estate closing attorney or law firm for the additional \$75,000.00 loan you later borrowed from an unidentified party (pgs. 210-211, Trial Transcript). If a closing attorney or law firm was not used to close the \$75,000.00 mortgage, then provide a copy of the promissory note, mortgage document, and all other available documents related to the mortgage.

7. Provide a copy of each rental, lease, and/or lodging agreement for the rent or lease of 1905 Oceola.
8. Purchase or sales contract for your purchase of the business at 812 Meeting from your son-in law, and all other closing documents in your or your son-in-law's possession that document the sale of the business to you.
9. Statement, bill, invoice, or other document showing the \$18,000.00 due to the gas company (pg. 210, Trial Transcript).
10. Provide a copy of each utility bill that has been mailed to you or Jimmy's Citgo (or aliases thereof) that was not included as an exhibit at the Trial.
11. Copy of the signed promissory note between Defendant as the buyer and Christa and Michael Helms as the sellers of the business located at 812 Meeting Street.
12. For the house across the street from Defendant where you resided for a period:
 - A. Provide a complete copy of the closing file for the purchase of the property held by your closing attorney or the law firm that conducted the closing.
 - B. If you borrowed funds to pay for the house, provide the mortgage, promissory note, payment history, and all other available loan documents that is in the possession of your lender or servicer.
 - C. If you rented the house to any occupants, provide each rental/lease agreement, including both original and renewal agreements.
 - D. Provide a complete copy of the closing file for the sale of the property held by your closing attorney or the law firm that conducted the closing.
13. Provide monthly statements for each deposit, brokerage, retirement, and/or other financial account you have held jointly with Defendant.

14. Provide documents that support the \$80,000.00 in investments you made into 1904 Oceola, including, or in addition to, the pool:

- A. Each permit acquired from Richland County for the:
 - I. Modification of the interior or exterior of each structure located on the property.
 - II. Preparation, installation, and/or construction of each structure on the property.
- B. Each contract with each contractor hired to build or make any improvement to the property.
- C. Evidence of each payment made (canceled check/electronic funds transfer and bank statement) showing a payment from a financial account you controlled made to a vendor, contractor, supplier, and/or worker associated with each component of the claimed \$80,000.00 investment.
- D. For construction/improvements you made, request from each vendor where materials were purchased:
 - III. Receipt(s) for materials used in the construction.
 - IV. Paid invoice acknowledgements.
 - V. Payment history (if financed).
- E. Images showing the progress of each building or modification project included in the \$80,000.00 investment claim.

15. Obtain documents from the installer of the hardwood flooring at 1904 Oceola that show, where available:

- A. Room or area in the house where hardwood flooring was installed.
- B. Type/grade of hardwood installed.
- C. Square feet of hardwood installed.
- D. Cost per square foot of hardwood installed.
- E. Labor costs for installing hardwood.
- F. Purchase order for installation of hardwood.
- G. Detailed invoices with an acknowledgement of payment.

- H. Evidence that shows Plaintiff paid for the hardwood installation by either a direct payment by cash/check or debt forgiveness to the hardwood installer.
 - I. Price sheet from the installer that shows the amount per square foot the installer charges customers for the materials and labor for each type and grade of hardwood. If labor is not included, then provide the cost per hour to install hardwood flooring, and the number of square feet of hardwood that are normally installed per hour.
16. If the hardwood floors installed at 1904 Ocala were provided by a debtor to you in exchange for debt forgiveness for all/portion of a gambling or other debt owed to you, provide a copy of your book, record, or statement provided to the installer notifying the installer of the amount of their debt that was forgiven.
17. Obtain the following from the installer of the cabinets at 1904 Ocala, where available:
- A. Material/type/grade of cabinets installed.
 - B. Each invoice for labor, materials, and any other costs for installing the cabinets.
 - C. Acknowledgement of payment of each invoice.
 - D. Price sheet from the installer that shows the amount per square foot the installer charges customers for the materials and labor by material, type, and grade. If labor is not included in the price sheet, then provide the cost per hour to install the cabinets.
18. Provide the following evidence for payments made toward the education of Defendant's children, where available:
- A. Tuition statements from school(s) attended by Defendant's children.
 - B. Receipts from school(s) showing tuition payments attended by Defendant's children.
 - C. Deposit account statements (and canceled checks for payments made by check) showing payments to the school(s) or educational program(s) attended by Defendant's children that match the tuition statements and/or receipts.
 - D. 529 account statements held by you for Defendant's children's education that show payments to/for Defendant's children.

19. Provide the following evidence for payments made toward the purchase of cars for Defendant's children, where available:
 - A. Closing documents from the auto dealer or seller showing each purchase of a car for Defendant's children.
 - B. Copy of the title.
 - C. Deposit account statements showing payments to the dealer or seller identified in the closing documents for each purchase of a car for Defendant's children.
 - D. Loan account statements showing payments made on each car you purchased for Defendant's children.
20. Provide the following documents for each Certificate of Deposit (CD) you claimed were jointly held with Defendant:
 - A. Account opening application.
 - B. Document that identifies the source of funds transferred to each CD.
 - C. First statement showing funds deposited in each CD.
 - D. Each statement, if any, showing additional funds deposited in the CD.
 - E. Last statement showing funds disbursed from each CD.
 - F. For each CD that is closed or rolled over to another CD, ask for a copy of the instructions held by the financial institution that shows where the proceeds of each CD were to be deposited or rolled over upon maturity or rollover.
 - G. For each CD that was closed before maturity, ask for a copy of the instructions held by the financial institution that shows where the proceeds of each CD were to be deposited upon the early close of the CD.
21. Obtain from your previous lender(s) your payment history associated with each debt attached to 424 Lakeshore Drive.
22. If you hired counsel to defend against any foreclosure action or assist in a short sale of 424 Lakeshore, request a copy of your case file from your counsel for that matter.
23. If you rented/leased 424 Lakeshore at any time after 2001, provide a copy of each signed rental/lease agreement with the terms of the rental/lease.

24. Provide a copy of the Divorce Decree or any other Order from your divorce matter that identified the lot at Harbor Watch as being distributed to you.
25. If obtained as a result of a settlement, provide a copy of the settlement agreement from your divorce matter that identified the lot at Harbor Watch as being distributed to you.
26. Complete copy of each personal federal and state income tax return you have filed for tax years 2013 to 2019. Include all forms, schedules, exhibits, attachments, worksheets, and source documents used to prepare your taxes for each year.
27. Complete copy of each business federal and state income tax return you have filed for tax years 2013 to 2019 related to each business you own and/or control at the disputed properties. Include all forms, schedules, exhibits, attachments, worksheets, and source documents used to prepare your taxes for each year.
28. If you have been responsible for making the \$25 annual license fee payment to the S.C. Sec. of State for L&D Enterprises, LLC, provide evidence of each payment made by you in the form of an account statement, receipt, and canceled check for each payment made by check.
29. Provide a copy of the incorporation documents for L&D Enterprises, and each annual filing since 2013.
30. If you or L&D Enterprises, LLC rented or leased the fuel tanks or entire property located at 820 Meeting Street from a third party prior to Defendant's purchase of the property, provide documentation that supports your claim (E.g.: Rental/lease agreement or check payment to the landlord/lessor).
31. For each building or other permit that has been taken out for any reason at any time related to the disputed property in this matter located in Lexington County, obtain, where available, a complete copy of each permit application, permit, and inspection report from the Lexington County Building Inspections Department located at 212 South Lake Dr., Lexington, SC 29072.

32. Provide all financial documents produced by Defendant in this matter.
33. Provide all financial documents available to you that are related to the disputed properties and assets, but not yet produced to Plaintiff in this matter.
34. Where applicable, provide a copy of all Responses to Interrogatories and/or Requests to Admit provided to the Defendant.
35. Provide a copy of each Trial Exhibit you presented to the Court to support your claim.
36. For each debt of Plaintiff's that you claim to have paid off, provide the following information:
 37. Statement from each financial account you used to pay down each debt owed by Plaintiff.
 38. Copy of each canceled check, electronic transfer, and credit card charge showing each payment made by Defendant to pay down Plaintiff's debt.
 39. Documents supporting evidence of a contract between you and Plaintiff where debt payments would be exchanged for ownership of Jimmy's Citgo, L&D Enterprises, and/or 812 Meeting St.

37. If 1905 Oceola has been rented at any time, provide all available receipts, invoices, statements, tax forms, and bills that support the ordinary and necessary costs of renting 1905 Oceola:

A. E.g. for evidence of ordinary and necessary costs:

- VI. Deposit account statements.
- VII. Canceled checks.
- VIII. Credit card statements.
- IX. Mortgage statements.
- X. Mortgage/loan payment histories.
- XI. Property tax bills/payments.
- XII. Insurance policies.
- XIII. Utility bills and payment histories, where applicable (Gas, electric, cable, internet, water, etc.).
- XIV. Fines, penalties, and interest.
- XV. Repairs and maintenance bills.
- XVI. Inspections fees/bills.
- XVII. Legal invoices/bills.
- XVIII. Tax preparation invoices.
- XIX. Contracts or invoices for improvements, additions, modifications, enhancements, etc.

38. Provide a copy of each statement, bill, receipt, etc. you have provided to each tenant, guest, lessee, etc. related to their rent or lease of 1905 Oceola.

39. Receipts from the seller for the Rolex watch and ring you claimed to purchase for Defendant.

40. Deposit account statements and canceled checks, if applicable, or credit card statements that show how you paid for the Rolex watch and engagement ring given to Defendant.

41. Insurance policy, if any, taken out on the Rolex watch.
42. Deposit account statement, credit card statements, receipts, invoices, and/or bills from the seller/vendor for the purchase of the new appliances you claimed to have installed at 1904 Ocoola.

From Both Parties

1. Provide a copy of your credit report showing your credit history.
2. If available to your counsel, ask them to obtain and provide a Lexis Nexis Background report for the opposing party.
3. If not included in the requested Trial Exhibits, provide a copy of each deposition transcript from each deposition of the opposing party as well as a copy of each exhibit presented during each deposition.
4. Copy of all subpoena responses received related to each disputed property, asset, account, and/or financial issue in this matter.
5. Copy of each Application for a Motor Fuel License filed, as a Fuel Vendor and/or Fuel Vendor Blender, by either party with the S.C. Department of Revenue for the sale of motor fuel at Jimmy's Citgo. This is the application(s) that would have been filed prior to the sale of Jimmy's Citgo to Mr. Patel.
6. Copy of each South Carolina Form L-2114, Fuel Vendors Annual Return, and/or Fuel Vendors Return filed with the SCDOR by either party prior to the sale of Jimmy's Citgo.
7. Copy of each license application for a coin operated device, if any, that has been filed with the SCDOR for the operation of any type of coin operated device in Jimmy's Citgo.
8. Copy of each retail license application filed with the SCDOR for retail sales operations of Jimmy's Citgo prior to the sale of Jimmy's Citgo to Mr. Patel.
9. Provide any additional documents you consider relevant to your claims and/or defenses that you would like for me to review.

DATE: 10/21/2020

TO: LAKESHA JEFFRIES, ESQ. & JAKE MOORE, ESQ.

FROM: MARCUS B. HODGE, CPA/ABV/CFF, MBA, CFE

ENGAGEMENT RE: HELMS V. WILLING MATTER

RE: INVOICE

TOTAL INVOICE: \$ 3,037.50**TOTAL FROM EACH PARTY: \$ 1,518.75*****PLEASE MAKE EACH CHECK TO ASC. FORENSIC, AND MAIL EACH CHECK TO:****ASC FORENSIC
114 HAMMERMILL HOLW.
SPARTANBURG, SC 29307**

DATE	HOURS	RATE	AMOUNT	DESCRIPTION
9/20/2020	1.00	150.00	150.00	BEGAN FIRST REVIEW OF HELMS' PROPOSED ORDER. BEGAN IDENTIFYING AND COMPILING LIST OF INFORMATION REQUESTS FROM EACH PARTY.
9/21/2020	0.50	150.00	75.00	COMPLETED FIRST REVIEW OF HELMS' PROPOSED ORDER. CONTINUED IDENTIFYING AND COMPILING LIST OF INFORMATION REQUESTS FROM EACH PARTY.
9/23/2020	0.75	150.00	112.50	CORRESPONDENCE WITH MR. SHIVER. CONTINUED IDENTIFYING AND COMPILING LIST OF INFORMATION REQUESTS FROM EACH PARTY.
9/24/2020	1.00	150.00	150.00	CORRESPONDENCE WITH MR. SHIVER. CONTINUED IDENTIFYING AND COMPILING LIST OF INFORMATION REQUESTS FROM EACH PARTY.
9/29/2020	0.75	150.00	112.50	CONTINUED IDENTIFYING AND COMPILING LIST OF INFORMATION REQUESTS FROM EACH PARTY.
10/1/2020	1.00	150.00	150.00	CONTINUED IDENTIFYING AND COMPILING LIST OF INFORMATION REQUESTS FROM EACH PARTY.

10/6/2020	1.00	150.00	150.00	CONTINUED IDENTIFYING AND COMPILING LIST OF INFORMATION REQUESTS FROM EACH PARTY.
10/7/2020	1.00	150.00	150.00	CONTINUED IDENTIFYING AND COMPILING LIST OF INFORMATION REQUESTS FROM EACH PARTY.
10/8/2020	1.25	150.00	187.50	CONTINUED IDENTIFYING AND COMPILING LIST OF INFORMATION REQUESTS FROM EACH PARTY. BEGAN REVIEW OF TRIAL TRANSCRIPT.
10/9/2020	1.00	150.00	150.00	CONTINUED IDENTIFYING AND COMPILING LIST OF INFORMATION REQUESTS FROM EACH PARTY. CONTINUED REVIEW OF TRIAL TRANSCRIPT.
10/14/2020	1.50	150.00	225.00	CONTINUED IDENTIFYING AND COMPILING LIST OF INFORMATION REQUESTS FROM EACH PARTY. CONTINUED REVIEW OF TRIAL TRANSCRIPT.
10/15/2020	1.00	150.00	150.00	CONTINUED IDENTIFYING AND COMPILING LIST OF INFORMATION REQUESTS FROM EACH PARTY. CONTINUED REVIEW OF TRIAL TRANSCRIPT.
10/16/2020	2.00	150.00	300.00	CONTINUED IDENTIFYING AND COMPILING LIST OF INFORMATION REQUESTS FROM EACH PARTY. CONTINUED REVIEW OF TRIAL TRANSCRIPT.
10/19/2020	2.00	150.00	300.00	PREPARED INSTRUCTIONS FOR RESPONSES TO INFORMATION REQUESTS. BEGAN ORGANIZING INFORMATION REQUESTS IN A DOCUMENT BY QUESTION/DOCUMENT REQUEST FOR EACH PARTY.
10/20/2020	2.50	150.00	375.00	CONTINUED ORGANIZING INFORMATION REQUESTS IN A DOCUMENT BY QUESTION/DOCUMENT REQUEST FOR EACH PARTY.
10/21/2020	2.00	150.00	300.00	INCLUDED ADDITIONAL QUESTIONS. COMPLETED ORGANIZING INFORMATION REQUESTS IN A DOCUMENT BY QUESTION/DOCUMENT REQUEST FOR EACH PARTY.
TOTALS			3,037.50	

TOTAL HOURS 20.25

TOTAL INVOICE TO PAY \$ 3,037.50

This invoice has been prepared, and is intended to be used, only for the referenced litigation matter. This invoice is not to be distributed to any parties outside of the litigation matter. ROA 000627

DATE: 1/25/2021

TO: LAKESHA JEFFRIES, ESQ. & JAKE MOORE, ESQ.

FROM: MARCUS B. HODGE, CPA/ABV/CFF, MBA, CFE

ENGAGEMENT RE: HELMS V. WILLING MATTER

RE: INVOICE

TOTAL INVOICE: \$ 3,525.00**TOTAL FROM EACH PARTY: \$ 1,762.50*****PLEASE MAKE EACH CHECK TO ASC. FORENSIC, AND MAIL EACH CHECK TO:****ASC FORENSIC
114 HAMMERMILL HOLW.
SPARTANBURG, SC 29307**

DATE	HOURS	RATE	AMOUNT	DESCRIPTION
11/5/2020	0.25	150.00	37.50	BEGAN PREPARING SPREADSHEET TO CALCULATE RENTAL/INSTALLMENT INCOME.
12/7/2020	2.00	150.00	300.00	BEGAN REVIEW OF DOCUMENTS/ANSWERS PROVIDED BY DEFENDANT.
12/8/2020	2.50	150.00	375.00	CONTINUED REVIEW OF DOCUMENTS/ANSWERS PROVIDED BY DEFENDANT. BEGAN PLANNING FOR THE STRUCTURE OF THE CALCULATION, AND IDENTIFYING ANY KEY ASSUMPTIONS THAT WOULD NEED TO BE MADE FOR THE CALCULATION.
12/9/2020	2.00	150.00	300.00	PROCESSED PERSONAL AND BUSINESS DEPOSIT ACCOUNT STATEMENTS PRODUCED BY DEFENDANT TO EXCEL.
12/10/2020	2.50	150.00	375.00	FORMATTED EXCEL SPREADSHEET WITH ACCOUNT STATEMENT INFORMATION. CHECKED EXCEL ENTRIES FOR ACCURACY AND COMPLETENESS. REVIEWED TRANSACTIONS IN SPREADSHEET FOR MISSING INFORMATION.

12/11/2020	1.50	150.00	225.00	COMPLETED REVIEW OF DOCUMENTS/ANSWERS PROVIDED BY DEFENDANT. CONTINUED PLANNING FOR THE STRUCTURE OF THE CALCULATION/ASSUMPTIONS. BEGAN PREPARING FOLLOW-UP REQUESTS FOR DEFENDANT.
12/14/2020	1.50	150.00	225.00	COMPLETED PREPARING FOLLOW-UP REQUESTS FOR DEFENDANT. BEGAN PREPARING SUBPOENA REQUEST FOR DEPOSIT ACCOUNT RECORDS FROM WELLS FARGO.
12/22/2020	0.75	150.00	112.50	CORRESPONDENCE WITH MR. SHIVER. CORRESPONDENCE WITH ATTY. MOORE'S OFFICE.
1/4/2021	0.25	150.00	37.50	CORRESPONDENCE WITH MR. SHIVER. CORRESPONDENCE WITH ATTY. MOORE'S AND ATTY. JEFFRIES' OFFICE. SUBMITTED SUBPOENA REQUEST TO ATTY. MOORE FOR WELLS FARGO RECORDS.
1/12/2021	2.00	150.00	300.00	CORRESPONDENCE WITH ATTY. MOORE'S OFFICE. RECEIVED RECORDS FROM ATTY. MOORE'S OFFICE FOR PLAINTIFF'S RESPONSES TO MY INFORMATION REQUESTS. BEGAN REVIEW OF PLAINTIFF'S RESPONSES. BEGAN ANALYSIS OF EACH SOURCE OF INCOME DERIVED FROM THE DISPUTED PROPERTIES.
1/13/2021	2.00	150.00	300.00	COMPLETED REVIEW OF PLAINTIFF'S RESPONSES. COMPLETED ANALYSIS OF EACH SOURCE OF INCOME DERIVED FROM THE DISPUTED PROPERTIES. WHERE APPLICABLE, NOTED ISSUES RELATED TO THE SUFFICIENCY OF EVIDENCE THAT WOULD IMPACT CALCULATIONS OF DISPUTED INCOME.
1/18/2021	1.25	150.00	187.50	BEGAN PREPARING OUTLINE FOR REPORT.
1/19/2021	1.00	150.00	150.00	COMPLETED PREPARING OUTLINE FOR REPORT.
1/20/2021	1.50	150.00	225.00	BEGAN PREPARING BACKGROUND INFORMATION FOR EACH COMPONENT OF DISPUTED ASSETS AND INCOME THAT WILL BE INCLUDED IN THE REPORT.
1/21/2021	1.25	150.00	187.50	CONTINUED PREPARING BACKGROUND INFORMATION FOR EACH COMPONENT OF DISPUTED ASSETS AND INCOME THAT WILL BE INCLUDED IN THE REPORT.

1/22/2021	1.25	150.00	187.50	CONTINUED PREPARING BACKGROUND INFORMATION FOR EACH COMPONENT OF DISPUTED ASSETS AND INCOME THAT WILL BE INCLUDED IN THE REPORT.

TOTALS			3,525.00	

TOTAL HOURS			23.50	

TOTAL INVOICE TO PAY			<u>\$ 3,525.00</u>	

DATE: 3/1/2021

TO: LAKESHA JEFFRIES, ESQ. & JAKE MOORE, ESQ.

FROM: MARCUS B. HODGE, CPA/ABV/CFF, MBA, CFE

ENGAGEMENT RE: HELMS V. WILLING MATTER

RE: FINAL INVOICE

TOTAL DUE FROM MR. HELMS: \$ 3,337.50

TOTAL DUE FROM MS. WILLING*: \$ 5,100.00

***INCLUDES \$1,762.50 THAT IS OUTSTANDING FROM MS. WILLING FOR MY 1/25/2021 INVOICE.**

PLEASE MAKE EACH CHECK TO ASC. FORENSIC, AND MAIL EACH CHECK TO:

**ASC FORENSIC
114 HAMMERMILL HOLW.
SPARTANBURG, SC 29307**

DATE	HOURS	RATE	AMOUNT	DESCRIPTION
1/22/2021	1.25	150.00	187.50	CONTINUED PREPARING BACKGROUND INFORMATION FOR EACH COMPONENT OF DISPUTED ASSETS AND INCOME THAT WILL BE INCLUDED IN THE REPORT.
1/25/2021	0.75	150.00	112.50	CORRESPONDENCE WITH JUDGE MANNING'S OFFICE. CONTINUED PREPARING BACKGROUND INFORMATION FOR EACH COMPONENT OF DISPUTED ASSETS AND INCOME THAT WILL BE INCLUDED IN THE REPORT.
1/27/2021	1.50	150.00	225.00	CONTINUED PREPARING BACKGROUND INFORMATION FOR EACH COMPONENT OF DISPUTED ASSETS AND INCOME THAT WILL BE INCLUDED IN THE REPORT. BEGAN PREPARING REPORT SECTIONS THAT COVER THE STRUCTURE OF MY CALCULATION.
1/28/2021	3.00	150.00	450.00	CORRESPONDENCE WITH ATTY. MOORE'S OFFICE. CONTINUED PREPARING BACKGROUND INFORMATION FOR EACH COMPONENT OF DISPUTED ASSETS AND INCOME THAT WILL BE INCLUDED IN THE REPORT.
1/29/2021	1.50	150.00	225.00	CONTINUED PREPARING BACKGROUND INFORMATION FOR EACH COMPONENT OF DISPUTED ASSETS AND INCOME THAT WILL BE INCLUDED IN THE REPORT.

2/2/2021	3.00	150.00	450.00	CORRESPONDENCE AND PHONE CALL WITH ATTY. MOORE'S OFFICE. ORGANIZED WELLS FARGO SUBPOENA RESPONSES BY ACCOUNT TYPE AND NUMBER. BEGAN PROCESSING WELLS FARGO SUBPOENA RESPONSES. CONTINUED PREPARING BACKGROUND INFORMATION FOR EACH COMPONENT OF DISPUTED ASSETS AND INCOME THAT WILL BE INCLUDED IN THE REPORT.
2/3/2021	3.00	150.00	450.00	COMPLETED PROCESSING WELLS FARGO SUBPOENA RESPONSES TO EXCEL. BEGAN FORMATTING AND CHECKING INPUTS FOR ACCURACY IN THE 8 DEPOSIT AND 2 RLOC ACCOUNTS. UPDATED BACKGROUND INFORMATION FOR REPORT WITH FINDINGS FROM SIGNATURE CARDS, L&D BACKGROUND, AND L&D OWNERSHIP CHARACTERISTICS.
2/4/2021	3.00	150.00	450.00	CONTINUED FORMATTING AND CHECKING INPUTS FOR ACCURACY IN THE 8 DEPOSIT AND 2 RLOC ACCOUNTS. ADDED ANALYSIS OF 'DOUBLE DIPPING' CONSIDERATIONS TO REPORT.
2/5/2021	3.00	150.00	450.00	COMPLETED FORMATTING AND CHECKING INPUTS FOR ACCURACY IN THE 8 DEPOSIT AND 2 RLOC ACCOUNTS. BEGAN INPUTTING CANCELED CHECKS DRAWN FROM/DEPOSITED TO THE 8 DEPOSIT ACCOUNTS.
2/8/2021	2.50	150.00	375.00	COMPLETED INPUTTING CANCELED CHECKS DRAWN FROM/DEPOSITED TO THE 8 DEPOSIT ACCOUNTS. BEGAN IDENTIFYING TRANSACTIONS ASSOCIATED WITH INDIVIDUAL DISPUTED RENTAL PROPERTIES.
2/9/2021	2.75	150.00	412.50	CONTINUED IDENTIFYING TRANSACTIONS ASSOCIATED WITH INDIVIDUAL DISPUTED RENTAL PROPERTIES. CORRESPONDENCE WITH ATTY. JEFFRIES RE: FOLLOW-UP QUESTIONS.
2/11/2021	2.00	150.00	300.00	COMPLETED IDENTIFYING TRANSACTIONS ASSOCIATED WITH INDIVIDUAL DISPUTED RENTAL PROPERTIES FROM AVAILABLE INFORMATION. BEGAN CALCULATING INCOME RECEIVED AND/OR COSTS ASSOCIATED WITH DISPUTED PROPERTIES.

2/12/2021	2.25	150.00	337.50	CONTINUED CALCULATING INCOME RECEIVED AND/OR COSTS ASSOCIATED WITH DISPUTED PROPERTIES.
2/15/2021	1.50	150.00	225.00	COMPLETED CALCULATING INCOME RECEIVED AND/OR COSTS ASSOCIATED WITH DISPUTED PROPERTIES. BEGAN INCLUDING DESCRIPTIONS OF EACH CALCULATION IN MY REPORT.
2/16/2021	2.00	150.00	300.00	CONTINUED INCLUDING DESCRIPTIONS OF EACH CALCULATION IN MY REPORT.
2/17/2021	3.00	150.00	450.00	COMPLETED DESCRIPTIONS OF EACH CALCULATION IN MY REPORT. COMPLETED DRAFT OF REPORT.
2/18/2021	2.50	150.00	375.00	FORMATTED REPORT. MADE EDITS TO CONTENT. GATHERED/ORGANIZED FILES REFERENCED IN THE REPORT. PREPARED BATES STAMP FILE KEY. COMBINED REFERENCED FILES. INSERTED BATES STAMP IN FILES. CHECKED ACCURACY OF BATES STAMPED FILES TO REFERENCED FILES USING THE FILE KEY.
2/19/2021	3.00	150.00	450.00	ADDED SECTIONS TO THE REPORT THAT DISCUSSED ISSUES WITH THE PROCEEDS RECEIVED FROM LITIGATION AND THE SALE OF JIMMY'S MINI MART. ADDED SECTION TO THE REPORT THAT INCLUDED THE BEGINNING VALUE OF DEPOSIT ACCOUNT BALANCES AS OF 7/1/2015, THE START OF THE CALCULATION PERIOD FOR DISPUTED INCOME. PREPARED A TABLE THAT SUMMARIZED THE ASSET VALUES, DEBT AMOUNTS, SALES PROCEEDS, RENTAL INCOME, AND EXPENDITURES RELATED TO THE DISPUTED PROPERTIES. REPLACED FILE PAGES/NAMES WITH BATES STAMP NUMBERS.
2/22/2021	1.50	150.00	225.00	CORRESPONDENCE WITH ATTY. MOORE. PREPARED A SUMMARY REPORT TO ACCOMPANY THE DETAILED REPORT. FORMATTED DETAILED REPORT, AND BEGAN ERROR CHECK.
2/25/2021	0.25	150.00	37.50	CORRESPONDENCE WITH ATTY. JEFFRIES AND MR. SHIVER. REVIEWED MS. WILLING'S ANSWERS TO MY FINAL SET OF QUESTIONS.
3/1/2021	1.25	150.00	187.50	COMPLETED FINAL REVIEW OF REPORT. PHONE CALL WITH MR. SHIVER. PRINTED DETAILED REPORT, AND PREPARED TO SEND TO JUDGE MANNING'S OFFICE.

TOTALS			6,675.00	

TOTAL HOURS			44.50	

TOTAL INVOICE TO PAY			<u>\$ 6,675.00</u>	



ASC. FORENSIC

**Summary Report for the Matter of
Helms v. Willing**

For: The Honorable L. Casey Manning

Re: Case No. 2015-CP-40-07268

By: Marcus B. Hodge, CPA/ABV/CFF, MBA, CFE

Date: 3/1/2021

Date: 3/1/2021

To: The Honorable L. Casey Manning

From: Marcus B. Hodge, CPA/ABV/CFF, MBA, CFE

Report Re: Summary of Disputed Income and Disputed Asset Values

Engagement Re: Helms v. Willing

Summary Report

Findings

1. \$320,000 : Total value of the disputed properties. The total value represents the total value of Defendant's disputed properties less the total value of Plaintiff's disputed properties.
2. \$387,200 : Total value of Defendant's disputed property.
3. \$67,200 : Total value of Plaintiff's disputed property.

Marcus Hodge

Value of Each Component of the Disputed Properties

	1900 Oceola	1904 Oceola	809 Shull	185 Harbour W.	812 Meeting	820 Meeting	Deposit Accounts	1905 Oceola	Totals
Party	D	D	D	D	D	D	D	P	
Value	\$31,100	\$150,000	\$51,700		\$61,800	\$55,800	\$86,600	- \$68,000	\$369,000
Add:									
Est. Debt	(\$31,600)	(\$88,700)	(\$31,700)						(\$152,000)
Add:									
Sales Proceeds				\$25,900					\$25,900
Add:									
Rental Income	\$15,300		(\$6,900)		\$128,600				\$137,000
Add:									
Expenditures		(\$60,700)						- (\$800)	(\$59,900)
Equals:									
Totals	\$14,800	\$600	\$13,100	\$25,900	\$190,400	\$55,800	\$86,600	- \$67,200	<u>\$320,000</u>

List of Disputed Properties

Held by Defendant

1. 812 and 820 Meeting St.: Equity and rental income.
2. 1900 Oceola: Equity and rental income.
3. 809 Shull St.: Equity and rental income.
4. 185 Harbour Watch and boat slip: Sales proceeds less expenditures.
5. 1904 Oceola: Equity less expenditures.
6. Deposit account balances¹ as of 7/1/2015.

Held by Plaintiff

1. 1905 Oceola and 417 S. Edisto: Sales proceeds.

¹ : Helms_Willing_ASC_00582, Helms_Willing_ASC_00588, and Helms_Willing_ASC_02731. Deposit accounts controlled by Defendant that received proceeds from the sale of Jimmy's Mini Mart, rental income for 812/820 Meeting, and installment payments from the sale of inventory at Jimmy's Mini Mart. Please see the *Calculation Period(s) of Disputed Income Items* section for more details on how I determined 7/1/2015 as the separation date.

812 and 820 Meeting St.

1. 12/17/1997: L&D Enterprises, LLC (L&D) was organized in S.C.² Plaintiff is identified as the registered agent of L&D.³
2. 5/1/2002: Plaintiff purchased 812 Meeting St. (812 Meeting) for \$120,000⁴.
3. 8/27/2004: Defendant purchased 820 Meeting St. (820 Meeting) from a third party for \$82,500.⁵
4. 1/6/2006: Plaintiff transferred 812 Meeting to Defendant for \$5.00.⁶
5. As of 9/22/2006, L&D was operating a convenience store and gas station out of 812 and 820 Meeting under the alias *Jimmy's Mini Mart*.⁷
6. Plaintiff and Defendant were authorized signers on four of L&D's deposit accounts at Wells Fargo that were used for the operations of Jimmy's Mini Mart.⁸
7. I observed both Plaintiff⁹ and Defendant¹⁰ sign checks for L&D.

² : Helms_Willing_ASC_02089.

³ : Helms_Willing_ASC_02089.

⁴ : Helms_Willing_ASC_01190-Helms_Willing_ASC_01191.

⁵ : Helms_Willing_ASC_00395-Helms_Willing_ASC_00396.

⁶ : Helms_Willing_ASC_00392.

⁷ : Helms_Willing_ASC_03255.

⁸ : Helms_Willing_ASC_02611.

⁹ : Helms_Willing_ASC_02872, Helms_Willing_ASC_02880, and Helms_Willing_ASC_02882.

¹⁰ : Helms_Willing_ASC_02823-Helms_Willing_ASC_02832.

8. Defendant reported the income/losses of Jimmy's Mini Mart operations in her income tax returns.¹¹
9. Defendant testified that Plaintiff also worked at Jimmy's Mini Mart.¹²
10. Defendant testified that she and Plaintiff both worked together during the period they lived together.¹³
11. Plaintiff testified that Defendant performed accounting duties and acquisitions [for Jimmy's Mini Mart].¹⁴
12. One of the members of the LLC that purchased Jimmy's Mini Mart testified that he understood the sellers of Jimmy's Mini Mart to be Plaintiff and Defendant.¹⁵

¹¹ : Helms_Willing_ASC_00963; Helms_Willing_ASC_01121.

¹² : Helms_Willing_ASC_00042 and Helms_Willing_ASC_00087.

¹³ : Helms_Willing_ASC_00099.

¹⁴ : Helms_Willing_ASC_00119.

¹⁵ : Helms_Willing_ASC_00273.

1900 Oceola St., 809 Shull St., and 185 Harbour Watch

1. 12/2003: Defendant testified to moving in with Plaintiff in December 2003¹⁶.
Plaintiff's residence at the time was 424 Lakeshore Drive.
2. 3/9/2004: Defendant purchased 185 Harbour Watch from Plaintiff's ex-wife.¹⁷
3. 6/8/2009: Defendant received proceeds from refinancing the debt attached to 1904 Oceola St..¹⁸
4. 8/21/2009: Plaintiff sold 424 Lakeshore Drive.
5. 8/26/2009: Defendant purchased 1900 Oceola St. (1900 Oceola).¹⁹
6. 9/18/2009: Defendant purchased 809 Shull St. (809 Shull).²⁰
7. Defendant was identified as *A Married Person* on the mortgage documents for 809 Shull²¹ and 1900 Oceola.²²
8. Defendant testified that she was the source of each \$10,000.00 down payment for 809 Shull²³ and 1900 Oceola²⁴.

¹⁶ : Helms_Willing_ASC_00027.

¹⁷ : Helms_Willing_ASC_00336-Helms_Willing_ASC_00337.

¹⁸ : Helms_Willing_ASC_02335, Helms_Willing_ASC_02338, and Helms_Willing_ASC_02341; Defendant did not provide any supporting evidence that showed how she used the proceeds.

¹⁹ : Helms_Willing_ASC_01958-Helms_Willing_ASC_01959; Exhibit G to Defendant's Trial Brief.

²⁰ : Helms_Willing_ASC_00356.

²¹ : Helms_Willing_ASC_00358.

²² : Helms_Willing_ASC_02322.

²³ : Helms_Willing_ASC_00301-Helms_Willing_ASC_00302.

²⁴ : Helms_Willing_ASC_02319-Helms_Willing_ASC_02334.

9. Plaintiff testified²⁵ that he contributed \$14,000.00 to the down payment²⁶ on 809 Shull.

10. Plaintiff testified²⁷ that he contributed the following to 1900 Ocala:

- a. Mortgage payments.
- b. Funds to remodel the exterior and kitchen.
- c. Installation of a fence.
- d. Roof repair.

²⁵ : Helms_Willing_ASC_00151 and Helms_Willing_ASC_00227.

²⁶ : The down payment on 809 Shull was \$10,000.00. Plaintiff's testimony does not describe how the additional \$4,000.00 was used for the purchase of 809 Shull.

²⁷ : Helms_Willing_ASC_00152.

1904 Oceola St.

1. 6/11/2001: Defendant and her ex-husband purchased 1904 Oceola.²⁸
2. 5/4/2004: Defendant's ex-husband transferred his interest in 1904 Oceola to Defendant.²⁹
3. 1904 Oceola was Defendant's primary residence as of the trial date.³⁰
4. Plaintiff testified to living with Defendant at 1904 Oceola for 12 to 13 years.³¹
5. Plaintiff testified that Defendant made all of the payments on the mortgages and bills, but Plaintiff contributed to the payments by paying Defendant cash.³²
6. Defendant testified that Plaintiff did not make any payments on the mortgages and bills.³³

²⁸ : Helms_Willing_ASC_02477-Helms_Willing_ASC_02478.

²⁹ : Helms_Willing_ASC_02480-Helms_Willing_ASC_02481.

³⁰ : Helms_Willing_ASC_00047.

³¹ : Helms_Willing_ASC_00188.

³² : Helms_Willing_ASC_00188.

³³ : Helms_Willing_ASC_00304.

1905 Oceola St.

1. 5/4/2010: Plaintiff purchased 1905 Oceola³⁴
2. 7/19/2010: Plaintiff acquired 417 S. Edisto, a property adjacent to 1905 Oceola.³⁵
3. 5/15/2017: Plaintiff sold 1905 Oceola and 417 S. Edisto.³⁶

³⁴ : Helms_Willing_ASC_02610 and Helms_Willing_ASC_00948.

³⁵ : Helms_Willing_ASC_00343.

³⁶ : Helms_Willing_ASC_02128-Helms_Willing_ASC_02129.

Deposit Account Balances as of 7/1/2015

1. **\$86,620.48**: Total of the balances from the 3 deposit accounts controlled by Defendant as of 7/1/2015.
2. 7/2/2015 was the most specific **separation date** identified by either party, and was from Plaintiff's testimony at the trial for this matter.³⁷
3. I chose 7/1/2015 as the beginning date for each calculation of income for the disputed rental properties.³⁸
4. The deposit account balances as of 7/1/2015 were accumulated **during the period of cohabitation**.
5. As of 7/1/2015, Defendant exclusively benefitted from the use of the deposit account balances.³⁹

³⁷ : Helms_Willing_ASC_00219.

³⁸ : Please see the *Beginning Date* section on pg. 55 of the detailed report for more details on the reasons I chose 7/1/2015 as the beginning date for the calculations.

³⁹ : Please see the *Deposit Account Balances as of 7/1/2015* section on pg. 38 of the Detailed Report for more details on this component.



ASC. FORENSIC

**Detailed Report for the Matter of
Helms v. Willing**

For: The Honorable L. Casey Manning

Re: Case No. 2015-CP-40-07268

By: Marcus B. Hodge, CPA/ABV/CFF, MBA, CFE

Date: 3/1/2021

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Date: 3/1/2021

To: The Honorable L. Casey Manning

From: Marcus B. Hodge, CPA/ABV/CFF, MBA, CFE

Report Re: Disputed Income and Disputed Asset Values

Engagement Re: Helms v. Willing (Case No. 2015-CP-40-07268)

Findings

Total

\$320,000 : Total Value of the Disputed Properties

Marcus Hodge

Value of Each Party's Disputed Property

\$387,200 : Total Value of Defendant's Disputed Property

Less:

\$67,200 : Total Value of Plaintiff's Disputed Property

Equals:

\$320,000 : Total Value of Disputed Properties

Value of Each Category of Disputed Property

\$242,900 : Net Value of Disputed Assets

Add:

\$137,000 : Present Value of Income from Disputed Rental Properties

Less:

\$59,900 : Total Expenditures for Disputed Non-Rental Properties

Equals:

\$320,000 : Total Value of Disputed Properties

Value of Each Component for Each Disputed Property

	1900 Oceola	1904 Oceola	809 Shull	185 Harbour W.	812 Meeting	820 Meeting	Deposit Accounts	1905 Oceola	Totals
Party	D	D	D	D	D	D	D	P	
Value	\$31,100	\$150,000	\$51,700		\$61,800	\$55,800	\$86,600	- \$68,000	\$369,000
Add:									
Est. Debt	(\$31,600)	(\$88,700)	(\$31,700)						(\$152,000)
Add:									
Sales Proceeds				\$25,900					\$25,900
Add:									
Rental Income	\$15,300		(\$6,900)		\$128,600				\$137,000
Add:									
Expenditures		(\$60,700)						- (\$800)	(\$59,900)
Equals:									
Totals	\$14,800	\$600	\$13,100	\$25,900	\$190,400	\$55,800	\$86,600	- \$67,200	<u>\$320,000</u>

Introduction

In the matter of Helms v. Willing¹, The Honorable L. Casey Manning appointed me, Marcus B. Hodge, CPA/ABV/CFF, MBA, CFE, to serve as Court forensic examiner in the matter of Helms v. Willing. My duties have included gathering relevant documentation, identifying values of disputed properties, calculating disputed income sources, and reporting my findings.

The primary purpose of this report is to present Judge Manning with values, calculations, and supporting evidence to consider when he decides on the appropriate division of the property disputed in this matter.

The professional standards under which I performed the duties are the AICPA's Statement on Standards for Forensic Services No. 1 (SSFS 1).

Sources of Information

Please see Exhibit 1 for the sources of information I used to prepare this report.

¹ : Richland County Court of Common Pleas Case No. 2015-CP-40-07268.

Background

L&D Enterprises, LLC (L&D) was organized in South Carolina on 12/17/1997.²

Plaintiff is identified as the registered agent of L&D.³ Plaintiff testified that he formed L&D, and L&D stood for two of Plaintiff's children's names, Logan and Dalton.⁴

Plaintiff testified that he transferred L&D to his daughter, Christa Wilks, in 2000.⁵

Plaintiff testified that in 2000 he purchased Alice's Food & Beverage (Alice's) from his son-in-law Michael Wilks for \$18,000.00.⁶ Alice's was a convenience store that operated out of 812 Meeting St.⁷ (812 Meeting) as an alias of L&D.⁸

Plaintiff testified that he signed Michael Wilks name and Defendant signed Christa Wilks name on a document that purported to transfer L&D to Defendant⁹. Plaintiff testified that L&D was transferred to Defendant in 2003.¹⁰

Defendant testified that she does not have a document that actually conveyed L&D to her.¹¹ Defendant testified that she put \$20,000.00 in the bank account of Alice's Food & Beverage in exchange for a promissory note signed by Christa and

² : Helms_Willing_ASC_02089.

³ : Helms_Willing_ASC_02089.

⁴ : Helms_Willing_ASC_00138.

⁵ : Helms_Willing_ASC_00177-Helms_Willing_ASC_00179.

⁶ : Helms_Willing_ASC_00180-Helms_Willing_ASC_00181, and Helms_Willing_ASC_00230.

⁷ : Helms_Willing_ASC_00032.

⁸ : Helms_Willing_ASC_01202.

⁹ : Helms_Willing_ASC_00139.

¹⁰ : Helms_Willing_ASC_00230.

¹¹ : Helms_Willing_ASC_00077.

Michael Wilks on 12/12/2003.¹² Defendant testified that she did not enter into negotiations for the promissory note.¹³

Plaintiff testified that he and Defendant changed the name of *Alice's* to *Jimmy's* [Mini Mart].¹⁴ Jimmy's Mini Mart was a convenience store and gas station when it operated as an alias of L&D.¹⁵

Defendant reported the income/losses of Jimmy's Mini Mart operations in her income tax returns.¹⁶

Defendant testified that she managed the daily operations of Jimmy's Mini Mart related to personnel, tax compliance, and acquisitions of supplies.¹⁷ Defendant testified that Plaintiff also worked at Jimmy's Mini Mart.¹⁸ Defendant testified that she and Plaintiff both worked together during the period they lived together.¹⁹

Plaintiff testified that Defendant helped Plaintiff by working at Alice's/Jimmy's Mini Mart.²⁰ Plaintiff testified that he ran the register and stocked the boxes while Defendant performed accounting duties and acquisitions.²¹

¹² : Helms_Willing_ASC_00072-Helms_Willing_ASC_00073, Helms_Willing_ASC_00078, and Helms_Willing_ASC_02567.

¹³ : Helms_Willing_ASC_00318; The promissory note is missing terms that are used by the IRS identify a bona fide debt such as an interest rate, periodic payment amount, payment frequency, maturity date, and evidence of repayment.

¹⁴ : Helms_Willing_ASC_00230.

¹⁵ : Helms_Willing_ASC_01215.

¹⁶ : Helms_Willing_ASC_00963 and Helms_Willing_ASC_01121.

¹⁷ : Helms_Willing_ASC_00294.

¹⁸ : Helms_Willing_ASC_00042 and Helms_Willing_ASC_00087.

¹⁹ : Helms_Willing_ASC_00099.

²⁰ : Helms_Willing_ASC_00115.

²¹ : Helms_Willing_ASC_00119.

Plaintiff and Defendant were both identified as authorized signers on four of L&D's deposit accounts opened at Wells Fargo.²²

Chharvi & Bhavya, LLC was the buyer of Jimmy's Mini Mart.²³ Mr. Viral Patel is a member of Chharvi & Bhavya, LLC.²⁴

In Mr. Viral Patel's testimony, he stated that he understood the sellers of Jimmy's Mini Mart to be Plaintiff and Defendant.²⁵

²² : Helms_Willing_ASC_02611.

²³ : Helms_Willing_ASC_02575.

²⁴ : Helms_Willing_ASC_02579.

²⁵ : Helms_Willing_ASC_00273.

Timeline of Key Events

1. 12/17/1997: L&D was organized in S.C.²⁶ Plaintiff is identified as the registered agent of L&D.²⁷
2. 5/1/2002: Plaintiff purchased 812 Meeting for \$120,000 from a third party, and entered into a seller financing agreement.²⁸
3. 5/31/2003: Earliest known date that L&D operated a business out of 812 Meeting.²⁹
4. 12/2003: Defendant testified to **moving in with Plaintiff** in December 2003.³⁰
5. 8/27/2004: Defendant purchased 820 Meeting St. (820 Meeting) from a third party for \$82,500.³¹
6. 6/29/2005: SCE&G began providing utility services to Plaintiff at 812 Meeting.³²
7. 1/6/2006: Plaintiff transferred 812 Meeting to Defendant for \$5.00.³³

²⁶ : Helms_Willing_ASC_02089.

²⁷ : Helms_Willing_ASC_02089.

²⁸ : Helms_Willing_ASC_01190-Helms_Willing_ASC_01191.

²⁹ : Helms_Willing_ASC_01202 and Helms_Willing_ASC_00032.

³⁰ : Helms_Willing_ASC_00027.

³¹ : Helms_Willing_ASC_00395-Helms_Willing_ASC_00396.

³² : Helms_Willing_ASC_02206. Identifies 6/29/2005 as the service start date.

³³ : Helms_Willing_ASC_00392.

8. 1/6/2006: Defendant gave a mortgage to Carolina First Bank.³⁴ L&D was identified as the borrower.³⁵
9. 9/22/2006: Earliest known date that L&D operated through the alias *Jimmy's Mini Mart*.³⁶ 812 and 820 Meeting became the location of Jimmy's Mini Mart, a convenience store and gas station.
10. 4/9/2012: Both parties were identified as authorized signers on four of L&D's deposit accounts opened at Wells Fargo.³⁷
11. 7/17/2013: Settlement agreement³⁸ for \$150,000.00 from a case brought by L&D and Defendant in Lexington County for alleged defective gasoline storage tanks installed at 812 Meeting.³⁹ Defendant testified to receiving \$100,000.00 from the settlement proceeds.⁴⁰
12. 5/12/2014: L&D sold Jimmy's Mini Mart.⁴¹ \$108,335.00 was the net amount paid to L&D.⁴²
13. 5/15/2014: \$108,335.00 was deposited on into Wells Fargo deposit account number ending 3806, an account used for the operations of Jimmy's Mini Mart.⁴³

³⁴ : Helms_Willing_ASC_01203.

³⁵ : Helms_Willing_ASC_01204.

³⁶ : Helms_Willing_ASC_03255.

³⁷ : Helms_Willing_ASC_02611.

³⁸ : Helms_Willing_ASC_02606.

³⁹ : Helms_Willing_ASC_02099-Helms_Willing_ASC_02100; Helms_Willing_ASC_01264-Helms_Willing_ASC_01265.

⁴⁰ : Helms_Willing_ASC_00098.

⁴¹ : Helms_Willing_ASC_02580-Helms_Willing_ASC_02581.

⁴² : The inventory was separately financed and is covered in a separate section.

⁴³ : Helms_Willing_ASC_02370.

14. 7/31/2014: \$99,000.00 was transferred from account number ending 3806 to Defendant's personal savings account.⁴⁴

15. 8/18/2014 to 6/9/2015: \$100,400.00 was transferred from Defendant's personal savings account to Defendant's personal checking account.⁴⁵

16. 7/2/2015: The separation date for the parties that I relied on for my calculations of disputed income in this matter.⁴⁶

Detailed timelines are included in each section for the disputed asset values.

⁴⁴ : Helms_Willing_ASC_02374; Acct. # ending 4538.

⁴⁵ : Helms_Willing_ASC_00473, Helms_Willing_ASC_00483, Helms_Willing_ASC_00494, Helms_Willing_ASC_00504, Helms_Willing_ASC_00514, Helms_Willing_ASC_00524, Helms_Willing_ASC_00535, Helms_Willing_ASC_00546, Helms_Willing_ASC_00557, Helms_Willing_ASC_00567, and Helms_Willing_ASC_00578; Defendant's personal checking account # ending 1424.

⁴⁶ : Helms_Willing_ASC_00219; From Plaintiff's testimony. 7/2/2015 was the most specific separation date I found in the available evidence.

Applied Scientific Method

I applied the direct method to identify the values presented for the disputed assets in this report. The direct method relies on direct evidence of income or asset values. The application of the direct method is like constructing a building brick-by-brick.

I relied on both documentary and testimonial evidence as direct evidence to identify the values of disputed assets.

I primarily applied the direct method to calculate disputed income amounts presented in this report. I relied on both documentary and testimonial evidence for the direct evidence I used to calculate the disputed income amounts.

Use of Estimates

I used estimates when I did not have sufficient direct evidence to identify:

1. Certain costs that have normally been associated with the disputed properties.⁴⁷
2. The value of the mortgages attached to 1900 Oceola St. (1900 Oceola), 1904 Oceola St. (1904 Oceola), and 809 Shull St. (809 Shull).

In the relevant sections of this report, I describe each instance where I applied estimates.

⁴⁷ : These include costs that Defendant reported in her tax returns, but were not directly identifiable in the deposit account records or paid for in cash. The reported costs did not appear to be extraordinary or unnecessary, so I decided to include the costs to avoid the risk of overstating the amount of income Defendant received from the disputed rental properties.

Estimates for Certain Costs of the Rental Properties

There was insufficient documentary evidence in certain years for certain costs normally associated with the **disputed rental properties**.

I chose to include estimates of certain costs in years where insufficient documentary evidence was available in order to avoid overstating the disputed income amounts received by Defendant.

I estimated the following costs associated with each rental property by taking the average of expenses reported by Defendant in her income tax returns⁴⁸ provided to me:

1. 1900 Oceola: Cleaning, repairs, and maintenance.
2. 809 Shull: Cleaning, repairs, and maintenance.
3. 812/820 Meeting: Cleaning, repairs, maintenance, and capital expenditures.

I also performed a calculation of the disputed income from the lease of 812/820 Meeting that includes expected income from the remaining period of the current lease renewal/extension. This calculation of expected income includes estimates for all costs.

⁴⁸ : Helms_Willing_ASC_00963, Helms_Willing_ASC_00967, Helms_Willing_ASC_01032, Helms_Willing_ASC_01036, Helms_Willing_ASC_01080, Helms_Willing_ASC_01084, Helms_Willing_ASC_01121, Helms_Willing_ASC_01127, and Helms_Willing_ASC_01179. Defendant's income tax returns from 2011 – 2014 and 2016.

Estimates of Mortgage Values

I requested, but did not receive, documentation that would provide direct evidence of the balances on the mortgages attached to 1900 Oceola, 1904 Oceola, and 809 Shull.⁴⁹

I chose to include estimates of the mortgage balances attached to these three properties to avoid overstating the equity in the properties.

I observed direct evidence showing the terms of each mortgage as well as mortgage payments made from deposit accounts controlled by Defendant.

The direct evidence of the terms and payments provided sufficient evidence for me to estimate the remaining balances on the mortgage.

⁴⁹ : Helms_Willing_ASC_02050- Helms_Willing_ASC_02051; Requests #13 and #16.

Disputed Asset Values

1900 Oceola: Value

1. **\$31,100.00**: Taxable value determined by Richland County's Tax Assessor⁵⁰.
2. 1900 Oceola is located in Richland County.
3. 1900 Oceola has been used by Defendant as a residential rental property.
4. \$66,000.00: Current market value determined by Richland County's Tax Assessor⁵¹.
5. I chose to include the taxable value for purposes of consistency.⁵²
6. \$50,000.00: Purchase price paid by Defendant on 8/26/2009.⁵³
7. \$75,000.00: Plaintiff's opinion on the value of the real estate.⁵⁴
8. Defendant did not have an opinion on the value of any disputed real estate.⁵⁵
9. Defendant borrowed \$40,000.00 on 8/26/2009 to fund the purchase, and claimed to be the source of the \$10,000.00 down payment⁵⁶:
 - a. **Defendant is identified as A Married Person** on the mortgage document.⁵⁷

⁵⁰ : Helms_Willing_ASC_02609.

⁵¹ : Helms_Willing_ASC_02609.

⁵² : The other disputed rental properties still owned by Defendant are located in Lexington County. The only contemporaneous values I found for these properties were from their taxable values. Lexington County does not state a separate market value like Richland County.

⁵³ : Helms_Willing_ASC_01958-Helms_Willing_ASC_01959; *Exhibit G* to Defendant's Trial Brief.

⁵⁴ : Helms_Willing_ASC_01995.

⁵⁵ : Helms_Willing_ASC_02562.

⁵⁶ : Helms_Willing_ASC_02319-Helms_Willing_ASC_02334.

⁵⁷ : Helms_Willing_ASC_02322.

10. The available documentary evidence indicates either party could have been the source of the \$10,000.00 down payment:

- a. 6/8/2009: Defendant claimed⁵⁸ that she received proceeds from the refinance⁵⁹ of the debt attached to 1904 Ocoola. Defendant did not provide evidence that showed how she used the proceeds.
- b. 8/21/2009: Plaintiff sold 424 Lakeshore Drive for \$585,000.00.⁶⁰
- c. Plaintiff did not provide any supporting evidence that showed:
 - i. Plaintiff received net proceeds equal to or greater than \$10,000.00 that could be used to fund the down payment on 809 Shull.
 - ii. How Plaintiff used the net proceeds, if any.
- d. \$32,000.00 to \$35,000.00: Plaintiff's testimony on the net amount of proceeds he received from the sale of 424 Lakeshore Drive.⁶¹
- e. I have not observed evidence produced from either party that shows the source of the \$10,000.00 down payment.

⁵⁸ : Helms_Willing_ASC_02621; Helms_Willing_ASC_00102.

⁵⁹ : Helms_Willing_ASC_02335, Helms_Willing_ASC_02338, and Helms_Willing_ASC_02341.

⁶⁰ : Helms_Willing_ASC_00348-Helms_Willing_ASC_00349.

⁶¹ : Helms_Willing_ASC_00129.

11. Plaintiff testified⁶² that he negotiated with the seller on behalf of Defendant for a discounted purchase price. Plaintiff also testified that he made the following contributions to the improvement of 1900 Oceola⁶³:
- a. Funds to remodel the exterior and kitchen.
 - b. Installation of a fence.
 - c. Roof repair.
12. Plaintiff testified that he had a key to 1900 Oceola and contributed to the mortgage payments for the debt attached to 1900 Oceola.⁶⁴
13. Plaintiff's personal deposit account at Wells Fargo⁶⁵ was used to make bill payments for 1900 Oceola. This account was funded in part by deposits of lease income and inventory finance payments following the sale of Jimmy's Mini Mart.
14. Defendant has used 1900 Oceola as a residential rental property.⁶⁶
15. Defendant currently owns 1900 Oceola.⁶⁷

⁶² : Helms_Willing_ASC_00152.

⁶³ : Helms_Willing_ASC_00152.

⁶⁴ : Helms_Willing_ASC_00190.

⁶⁵ : Acct. # ending 4124.

⁶⁶ : Helms_Willing_ASC_02431-Helms_Willing_ASC_02438.

⁶⁷ : Helms_Willing_ASC_02609.

1900 Oceola: Estimated Debt

1. **\$31,580.96**: Outstanding Debt Attached to 1900 Oceola.
2. \$33,000: Defendant's testimony about the remaining balance on the mortgage.⁶⁸
3. I requested the loan payment history and mortgage documents for each debt attached to the disputed properties which identified 1900 Oceola.⁶⁹
4. Defendant claimed she was not in possession of a loan payment history or mortgage documents that showed payments on debt attached to 1900 Oceola or other disputed properties.⁷⁰
5. I was still able to estimate the value of the mortgage from:
 - a. The terms of the promissory note attached to the mortgage.
 - b. My observations of consistent payments on the debt attached to 1900 Oceola.⁷¹
6. The mortgage⁷² attached to 1900 Oceola referred to a promissory note dated 8/26/2009.

⁶⁸ : Helms_Willing_ASC_00104.

⁶⁹ : Helms_Willing_ASC_02050; Request #13.

⁷⁰ : Helms_Willing_ASC_02408.

⁷¹ : E.g.: Helms_Willing_ASC_00772, Helms_Willing_ASC_00839, and Helms_Willing_ASC_00856. There appeared to escrow payments included in each payment which explains the reason why property tax payments on 1900 Oceola were not made directly to Richland County from the deposit accounts controlled by Defendant.

⁷² : Helms_Willing_ASC_02322-Helms_Willing_ASC_02334.

7. The terms of the promissory note⁷³ included the following:
 - a. \$40,000.00 principal.
 - b. 5.250% interest.
 - c. \$220.88 monthly payment.
 - d. 9/1/2039 maturity date.
8. Defendant claimed that she did not have a loan payment history for this mortgage in response to my information requests.⁷⁴
9. The loan payment history would allow me to accurately identify the remaining principal balance of the debt attached to 1900 Oceola as of the last known payment on 12/3/2020.⁷⁵
10. In order to calculate the remaining principal balance as of 12/3/2020, I used an amortization calculator.
11. Using the terms from the promissory note in the amortization calculator, the remaining balance of the debt attached to 1900 Oceola was \$31,580.96 as of 12/3/2020.⁷⁶

⁷³ : Helms_Willing_ASC_02319-Helms_Willing_ASC_02321.

⁷⁴ : Helms_Willing_ASC_02408.

⁷⁵ : Helms_Willing_ASC_00930.

⁷⁶ : Helms_Willing_ASC_00935.

1904 Oceola: Value

1. **\$150,000.00:** Defendant's trial testimony in reference to a recent appraisal of 1904 Oceola.⁷⁷
2. Other values identified for 1904 Oceola:
 - a. \$121,000.00: Current market value from Richland County's Tax Assessor.⁷⁸
 - b. \$250,000.00: Plaintiff's opinion of the value of 1904 Oceola.⁷⁹
 - c. \$145,000.00: Market value as of 5/21/2009 from independent appraisal.⁸⁰
 - d. \$59,600.00: Current taxable value from Richland County's Tax Assessor.⁸¹
3. Purchased by Scott Willing and Defendant on 6/11/2001.⁸²
4. Transferred from Scott Willing to Defendant on 5/4/2004.⁸³
5. **Plaintiff testified to living with Defendant** at 1904 Oceola for 12 to 13 years.⁸⁴
6. Defendant was identified as the sole borrower on at least 3 mortgages attached to 1904 Oceola.⁸⁵
7. Became both parties' primary residence after moving from 424 Lakeshore Dr. which was owned by Plaintiff.⁸⁶

⁷⁷ : Helms_Willing_ASC_00040.

⁷⁸ : Helms_Willing_ASC_00945.

⁷⁹ : Helms_Willing_ASC_01995; Defendant did not have an opinion on the value of any disputed real estate.

⁸⁰ : Helms_Willing_ASC_02447.

⁸¹ : Helms_Willing_ASC_00945.

⁸² : Helms_Willing_ASC_02477-Helms_Willing_ASC_02478.

⁸³ : Helms_Willing_ASC_02480-Helms_Willing_ASC_02481.

⁸⁴ : Helms_Willing_ASC_00188.

⁸⁵ : Helms_Willing_ASC_02335 and Helms_Willing_ASC_02337-Helms_Willing_ASC_02338.

⁸⁶ : Helms_Willing_ASC_00187.

8. Both parties testified to Plaintiff returning to 1904 Oceola for multiple months in 2018, and **cohabitating** with Defendant.⁸⁷
9. Defendant's primary residence as of the trial date.⁸⁸
10. Plaintiff testified that Defendant made all of the payments on the mortgages and bills, but Plaintiff contributed to the payments by paying Defendant cash.⁸⁹
11. Defendant testified that Plaintiff did not make any payments on the mortgages and bills.⁹⁰
12. Plaintiff testified⁹¹ that he contributed \$80,000.00 to 1904 Oceola in the form of a pool, hardwood floors, and cabinets, but claimed in his responses to me that he did have documentary evidence to support these claims⁹².
13. There is insufficient evidence to determine how much each party contributed to the household costs and improvements of 1904 Oceola.
14. There was not any rental income to calculate for 1904 Oceola since it was used as Defendant's personal residence during each calculation period I used to calculate disputed income for the rental properties.

⁸⁷ : Helms_Willing_ASC_00223-Helms_Willing_ASC_00224, Helms_Willing_ASC_00305, and Helms_Willing_ASC_00326.

⁸⁸ : Helms_Willing_ASC_00047.

⁸⁹ : Helms_Willing_ASC_00188.

⁹⁰ : Helms_Willing_ASC_00304.

⁹¹ : Helms_Willing_ASC_00050-Helms_Willing_ASC_00053.

⁹² : Helms_Willing_ASC_02003-Helms_Willing_ASC_02005.

1904 Oceola: Estimated Debt

1. \$88,710.13: Estimated Outstanding Debt Attached to 1904 Oceola.
2. I requested the loan payment history and mortgage documents for each debt attached to the disputed properties which identified 1904 Oceola.⁹³
3. Defendant claimed she was not in possession of a loan payment history or mortgage documents that showed payments on debt attached to 1900 Oceola or other disputed properties.⁹⁴
4. I was still able to estimate the value of the mortgage from:
 - a. The terms of the promissory note attached to the mortgage.
 - b. My observations of consistent payments on the debt attached to 1904 Oceola.⁹⁵
5. The mortgage⁹⁶ attached to 1904 Oceola referred to a promissory note dated 9/18/2009.

⁹³ : Helms_Willing_ASC_02050; Request #13.

⁹⁴ : Helms_Willing_ASC_02408.

⁹⁵ : E.g.: Helms_Willing_ASC_00624, Helms_Willing_ASC_00673, and Helms_Willing_ASC_00707. There appeared to escrow payments included in each payment which explains the reason why property tax payments on 1904 Oceola were not made directly to Richland County from the deposit accounts controlled by Defendant.

⁹⁶ : Helms_Willing_ASC_02341-Helms_Willing_ASC_02353.

6. The terms of the promissory note⁹⁷ included the following:
 - a. \$116,000.00 principal.
 - b. 4.500% interest.
 - c. \$587.75 monthly payment.
 - d. 7/1/2039 maturity date.
7. Defendant claimed that she did not have a loan payment history for this mortgage in her responses to my information requests.⁹⁸
8. The loan payment history would allow me to accurately identify the remaining principal balance of the debt attached to 1904 Oceola as of the last known payment on 12/3/2020.⁹⁹
9. In order to calculate the remaining principal balance as of 12/3/2020, I used an amortization calculator.
10. Using the terms from the promissory note in the amortization calculator, the remaining balance of the debt attached to 1904 Oceola was \$88,710.13 as of 12/3/2020.¹⁰⁰

⁹⁷ : Helms_Willing_ASC_02338-Helms_Willing_ASC_02340.

⁹⁸ : Helms_Willing_ASC_02408.

⁹⁹ : Helms_Willing_ASC_00930.

¹⁰⁰ : Helms_Willing_ASC_00941.

809 Shull: Value

1. **\$51,700.00:** Current taxable value determined by Lexington County's Tax Assessor.¹⁰¹ \$51,700.00 is the only contemporaneous value I found for 809 Shull that was from an objective, third-party source.
2. 809 Shull is **located in Lexington County.**
3. 809 Shull has been used by Defendant as a residential rental property.
4. \$50,000.00: Purchase price paid by Defendant on 9/18/2009.¹⁰²
5. \$50,000.00: Appraised value as of 8/28/2009.¹⁰³
6. \$80,000.00: Plaintiff's opinion on the value of the real estate.¹⁰⁴
7. Defendant borrowed¹⁰⁵ \$40,000.00 on 9/18/2009, and testified that she was the source of the \$10,000.00 down payment¹⁰⁶:
 - a. Defendant is identified as *A Married Person* on the mortgage document.¹⁰⁷
8. Plaintiff testified¹⁰⁸ that he contributed \$14,000.00 to the down payment¹⁰⁹ on 809 Shull using the net proceeds he received from the sale of 424 Lakeshore on 8/21/2009.

¹⁰¹ : Helms_Willing_ASC_00376; Rounded: \$51,717.00.

¹⁰² : Helms_Willing_ASC_00356.

¹⁰³ : Helms_Willing_ASC_01235.

¹⁰⁴ : Helms_Willing_ASC_01995.

¹⁰⁵ : Helms_Willing_ASC_00358.

¹⁰⁶ : Helms_Willing_ASC_00301-Helms_Willing_ASC_00302.

¹⁰⁷ : Helms_Willing_ASC_00358.

¹⁰⁸ : Helms_Willing_ASC_00151 and Helms_Willing_ASC_00227.

¹⁰⁹ : The down payment on 809 Shull was \$10,000.00. Plaintiff's testimony does not describe how the additional \$4,000.00 was used for the purchase of 809 Shull.

9. Neither party was able to produce direct evidence to support their claim as the source of the down payment.
10. The available documentary evidence indicates either party could have been the source of the \$10,000.00 down payment:
 - a. 6/8/2009: Defendant received proceeds from the refinance of the debt attached to 1904 Oceola.¹¹⁰ Defendant did not provide any supporting evidence that showed how she used the proceeds.
 - b. 8/21/2009: Plaintiff sold 424 Lakeshore Drive for \$585,000.00.¹¹¹
 - c. Plaintiff did not provide any supporting evidence that showed:
 - i. Plaintiff received net proceeds equal to or greater than \$10,000.00 that could be used to fund the down payment on 809 Shull.
 - ii. How Plaintiff used the net proceeds, if any.
 - d. \$32,000.00 to \$35,000.00: Plaintiff's testimony on the net amount of proceeds he received from the sale of 424 Lakeshore Drive.¹¹²
 - e. I have not observed evidence produced from either party that shows the source of the \$10,000.00 down payment.
11. Defendant's personal deposit account at Wells Fargo¹¹³ was used to make bill payments for 809 Shull. This account was funded in part by deposits of lease income and inventory finance payments following the sale of Jimmy's Mini Mart.

¹¹⁰ : Helms_Willing_ASC_02335, Helms_Willing_ASC_02338, and Helms_Willing_ASC_02341.

¹¹¹ : Helms_Willing_ASC_00348-Helms_Willing_ASC_00349.

¹¹² : Helms_Willing_ASC_00129.

¹¹³ : Acct. # ending 4124.

12. Plaintiff testified that:

- a. The mortgage attached to 809 Shull was paid down using both proceeds from the store and rental income.¹¹⁴
- b. He had a key to 809 Shull that was kept in the cash register for the purpose of being able to show the property to a potential renter.¹¹⁵
- c. He negotiated the purchase price for 809 Shull.¹¹⁶

13. Defendant testified that:

- a. Plaintiff did not make any repairs on 809 Shull.¹¹⁷
- b. Plaintiff did not have a key to 809 Shull.¹¹⁸
- c. The mortgage attached to 809 Shull has been paid from rental proceeds.¹¹⁹

14. 809 Shull has been used as a residential rental property while Defendant has owned the property.¹²⁰

15. Defendant currently owns 809 Shull.¹²¹

¹¹⁴ : Helms_Willing_ASC_00187 and Helms_Willing_ASC_00193.

¹¹⁵ : Helms_Willing_ASC_00150 and Helms_Willing_ASC_00186; Plaintiff refers to 809 Shull as the *boarding house*. 809 Shull was located next to Jimmy's Mini Mart.

¹¹⁶ : Helms_Willing_ASC_00150.

¹¹⁷ : Helms_Willing_ASC_00302.

¹¹⁸ : Helms_Willing_ASC_000304.

¹¹⁹ : Helms_Willing_ASC_00103.

¹²⁰ : Helms_Willing_ASC_02557; Answer to question #33.

¹²¹ : Helms_Willing_ASC_00376.

809 Shull: Estimated Debt

1. **\$31,663.31**: Remaining Debt Attached to 809 Shull.
2. \$33,000: Defendant's testimony about the remaining balance on the mortgage.¹²²
3. I requested the loan payment history and mortgage documents for each debt attached to the disputed properties which identified 809 Shull.¹²³
4. Defendant claimed she was not in possession of a loan payment history or mortgage documents that showed payments on debt attached to 809 Shull or other disputed properties.¹²⁴
5. I was still able to estimate the value of the mortgage from:
 - a. The terms of the promissory note attached to the mortgage.
 - b. My observations of consistent payments on the debt attached to 809 Shull.¹²⁵
6. The mortgage¹²⁶ attached to 809 Shull referred to a promissory note dated 9/18/2009.
7. The terms of the promissory note¹²⁷ included the following:
 - a. \$40,000.00 principal.
 - b. 5.250% interest.
 - c. \$220.88 monthly payment.
 - d. 10/1/2039 maturity date.

¹²² : Helms_Willing_ASC_00102.

¹²³ : Helms_Willing_ASC_02050; Request #13.

¹²⁴ : Helms_Willing_ASC_02408.

¹²⁵ : E.g.: Helms_Willing_ASC_00518, Helms_Willing_ASC_00561, and Helms_Willing_ASC_00613. There appeared to escrow payments included in each payment which explains the reason why property tax payments on 809 Shull were not made directly to Richland County from the deposit accounts controlled by Defendant.

¹²⁶ : Helms_Willing_ASC_02300-Helms_Willing_ASC_02312.

¹²⁷ : Helms_Willing_ASC_02297-Helms_Willing_ASC_02299.

8. Defendant claimed that she did not have a loan payment history for this mortgage that I requested in my information requests.¹²⁸
 - a. The loan payment history would allow me to accurately identify the remaining principal balance of the debt attached to 809 Shull as of the last known payment on 12/3/2020.¹²⁹
9. In order to calculate the remaining principal balance as of 12/3/2020, I used an amortization calculator.
 - a. Using the terms from the promissory note in the amortization calculator, the remaining balance of the debt attached to 809 Shull was \$31,663.31 as of 12/3/2020.¹³⁰

¹²⁸ : Helms_Willing_ASC_02408.

¹²⁹ : Helms_Willing_ASC_00930.

¹³⁰ : Helms_Willing_ASC_00352.

185 Harbour Watch: Net Proceeds

1. **\$25,918.56:** Net proceeds from the sale of 185 Harbour Watch and associated boat slip:
2. Ms. Sandy Helms (aka Alene M. Helms) is Plaintiff's ex-wife.¹³¹
3. \$39,000.00: Price paid by Ms. Sandy Helms on 3/9/2000 for 185 Harbour Watch.¹³²
4. \$6,000.00: Price paid by Defendant to Ms. Sandy Helms on 3/9/2004 for 185 Harbour Watch.¹³³
5. 424 Lakeshore Drive: Defendant's address on the deed from Ms. Sandy Helms which was owned by Plaintiff as of 3/9/2004.¹³⁴
6. 185 Harbour Watch remained an undeveloped lot during the period of Defendant's ownership.
7. \$35,000.00: Price paid by a third party to Defendant on 3/30/2018 for 185 Harbour Watch.¹³⁵
8. Mark S. Thomas, Esq. signed the affidavit attached to the deed for the sale of 185 Harbour Watch.¹³⁶

¹³¹ : Helms_Willing_ASC_00168 and Helms_Willing_ASC_00345.

¹³² : Helms_Willing_ASC_00334 and Helms_Willing_ASC_00113: ...2000, 2001...: Plaintiff's estimate of the year he and Sandy Helms were divorced; Helms_Willing_ASC_00345 and Helms_Willing_ASC_00347: Plaintiff and Sandy Helms are identified as husband and wife as of 3/28/2002.

¹³³ : Helms_Willing_ASC_00336-Helms_Willing_ASC_00337.

¹³⁴ : Helms_Willing_ASC_00337: Defendant's address on the deed was 424 Lakeshore Drive which was owned by Plaintiff as of 3/9/2004.

¹³⁵ : Helms_Willing_ASC_00339-Helms_Willing_ASC_00340.

¹³⁶ : Helms_Willing_ASC_00342.

9. \$31,846.46: Check from Thomas Law Firm's trust account¹³⁷ that was deposited on 3/30/2018 in Defendant's personal deposit account at Wells Fargo.¹³⁸
10. \$5,927.90: Amount of association dues and property taxes paid by Defendant¹³⁹ on 185 Harbour Watch from 7/1/2015 to 3/30/2018.¹⁴⁰
11. I calculated the net proceeds amount by subtracting \$5,927.90 from \$31,846.46. There is not any evidence that 185 Harbour Watch or the boat slip were used to generate rental income. The \$5,927.90 represented normal costs of ownership that Defendant paid out of her personal account.

¹³⁷ : Helms_Willing_ASC_01703.

¹³⁸ : Helms_Willing_ASC_02093.

¹³⁹ : Helms_Willing_ASC_02289, Helms_Willing_ASC_02292-Helms_Willing_ASC_02293; Helms_Willing_ASC_02069; Helms_Willing_ASC_02073; Helms_Willing_ASC_02078.

¹⁴⁰ : I chose 7/1/2015 as the beginning date to calculate income and costs associated with disputed assets. Please see the *Beginning Date* sub-section under *Calculation Period(s) of Disputed Income Items* for more details on why I chose 7/1/2015.

812 Meeting: Value

1. **\$61,800.00:** Current taxable value¹⁴¹ determined by Lexington County's Tax Assessor.¹⁴² \$61,800.00 is the only contemporaneous value I found for 812 Meeting that was from an objective, third-party source.
2. 812 Meeting is **located in Lexington County.**
3. 812 Meeting was originally used by the parties to operate Jimmy's Mini Mart.
4. 812 Meeting has been used by Defendant as a commercial rental property since the sale of Jimmy's Mini Mart in 2014.
5. \$120,000.00: Purchase price paid by Plaintiff on 5/1/2002.¹⁴³
6. \$1,000,000.00: Plaintiff's opinion on the combined value of 812 and 820 Meeting.¹⁴⁴
7. 812 Meeting adjoins 820 Meeting.
8. 812 and 820 Meeting (812/820 Meeting): Location of Jimmy's Mini Mart.
9. 5/1/2002: Plaintiff purchased 812 Meeting for \$120,000.00.¹⁴⁵
10. 5/1/2002: Plaintiff entered into a seller financing agreement by giving a \$110,000.00 mortgage to the seller.¹⁴⁶
11. 4/29/2004: L&D was identified as the owner of other property¹⁴⁷ located at 812 Meeting.¹⁴⁸

¹⁴¹ : Rounded: \$61,848.00.

¹⁴² : Helms_Willing_ASC_02291.

¹⁴³ : Helms_Willing_ASC_01190-Helms_Willing_ASC_01191.

¹⁴⁴ : Helms_Willing_ASC_01995.

¹⁴⁵ : Helms_Willing_ASC_01190-Helms_Willing_ASC_01191.

¹⁴⁶ : Helms_Willing_ASC_01192.

¹⁴⁷ : Alice's Food & Beverage.

¹⁴⁸ : Helms_Willing_ASC_02090.

12. 1/6/2006: Plaintiff transferred 812 Meeting to Defendant for \$5.00.¹⁴⁹
13. 1/6/2006: Defendant gave a mortgage to Carolina First Bank for \$148,093.80.¹⁵⁰
 - a. L&D was identified as the borrower.¹⁵¹
 - b. L&D operated under the alias *Jimmy's Mini Mart*.¹⁵²
 - c. Please see Exhibit 2 for more details on L&D.
 - d. The debt was secured by 812/820 Meeting.¹⁵³
 - e. Defendant's address on the mortgage document was 424 Lakeshore Dr. which was owned by Plaintiff as of 1/6/2006.
14. 1/9/2006: Plaintiff paid off the \$110,000.00 mortgage.¹⁵⁴

¹⁴⁹ : Helms_Willing_ASC_00392.

¹⁵⁰ : Helms_Willing_ASC_01203.

¹⁵¹ : Helms_Willing_ASC_01204.

¹⁵² : Helms_Willing_ASC_02575.

¹⁵³ : Helms_Willing_ASC_01203.

¹⁵⁴ : Helms_Willing_ASC_01212.

15. 12/18/2006: Defendant gave a mortgage to Regions Bank not to exceed \$309,000.00 that was secured by 812/820 Meeting.¹⁵⁵
- a. Defendant was identified as the borrower.¹⁵⁶
 - b. Defendant's address on the mortgage document was 424 Lakeshore Dr. which was owned by Plaintiff as of 12/18/2006.¹⁵⁷
 - c. \$206,000.00: Actual principal amount in promissory note.¹⁵⁸
 - d. \$1,964.41: Monthly payment under promissory note.¹⁵⁹
 - e. Monthly payments of \$1,964.41 were made from the business deposit account of Jimmy's Mini Mart.
 - f. In the months following the sale of Jimmy's Mini Mart in May 2014, Defendant began making payments on the mortgage of \$1,964.41 and \$1,964.61 from her personal deposit account at Wells Fargo.
 - g. Defendant's primary source of deposits in her personal account were from the:
 - i. Lease of 812/820 Meeting.
 - ii. Inventory financing payments from the sale of Jimmy's Mini Mart.

¹⁵⁵ : Helms_Willing_ASC_00377 and Helms_Willing_ASC_00384.

¹⁵⁶ : Helms_Willing_ASC_00381.

¹⁵⁷ : Helms_Willing_ASC_00384.

¹⁵⁸ : Helms_Willing_ASC_02536.

¹⁵⁹ : Helms_Willing_ASC_02536.

16. 1/10/2007: Defendant paid off the \$148,093.80 mortgage given to Carolina First Bank.¹⁶⁰
17. 11/12/2008: Defendant gave a second mortgage to Regions Bank for \$89,020.75 that was secured by 812 Meeting¹⁶¹
 - a. L&D was identified as the borrower.¹⁶²
 - b. The promissory note associated with this mortgage was not included in Defendant's responses to my information requests.
 - c. \$889.65: Monthly payment associated with this mortgage.
 - d. I observed payments on this mortgage made from the business deposit account of Jimmy's Mini Mart.¹⁶³
18. 3/25/2019: Defendant paid off the Regions mortgage given by Defendant on 12/18/2006.¹⁶⁴
 - a. On 2/8/2019, Defendant transferred \$128,378.12 from her retirement account¹⁶⁵ to her personal deposit account at Wells Fargo¹⁶⁶.
 - b. As of 2/15/2019, the payoff balance was \$48,510.69.¹⁶⁷
 - c. On 2/15/2019, Defendant withdrew \$48,510.69 to pay off this debt.¹⁶⁸

¹⁶⁰ : Helms_Willing_ASC_01214.

¹⁶¹ : Helms_Willing_ASC_00389-Helms_Willing_ASC_00391.

¹⁶² : Helms_Willing_ASC_00389.

¹⁶³ : Wells Fargo account # ending 3806.

¹⁶⁴ : Helms_Willing_ASC_01216.

¹⁶⁵ : Helms_Willing_ASC_02642.

¹⁶⁶ : Helms_Willing_ASC_02085; The balance in this account was \$4,630.18 immediately prior to the deposit from Defendant's retirement account.

¹⁶⁷ : Helms_Willing_ASC_02602.

¹⁶⁸ : Helms_Willing_ASC_02087.

19. 4/19/2019: Defendant paid off the other Regions mortgage that was given by Defendant on 11/12/2008¹⁶⁹:
- a. On 2/8/2019, Defendant transferred \$128,378.12 from her retirement account¹⁷⁰ to her personal deposit account at Wells Fargo¹⁷¹.
 - b. As of 2/15/2019, the payoff balance was \$25,054.09.¹⁷²
 - c. On 2/15/2019, Defendant withdrew \$25,054.09 to pay off this debt.¹⁷³
20. 812 Meeting has been used as a commercial rental property since 5/12/2014.¹⁷⁴
21. Defendant currently owns 812 Meeting.¹⁷⁵

¹⁶⁹ : Helms_Willing_ASC_01217.

¹⁷⁰ : Helms_Willing_ASC_02642.

¹⁷¹ : Helms_Willing_ASC_02085; The balance in this account was \$4,630.18 immediately prior to the deposit from Defendant's retirement account.

¹⁷² : Helms_Willing_ASC_02603.

¹⁷³ : Helms_Willing_ASC_02087.

¹⁷⁴ : Helms_Willing_ASC_02592.

¹⁷⁵ : Helms_Willing_ASC_02291.

820 Meeting: Value

1. **\$55,830.00:** Current taxable value determined by Lexington County's Tax Assessor.¹⁷⁶ \$55,830.00 is the only contemporaneous value I found for 820 Meeting that was from an objective, third-party source.
2. 820 Meeting is **located in Lexington County.**
3. 820 Meeting has been used by Defendant as a commercial rental property since the sale of Jimmy's Mini Mart in 2014.
4. \$82,500.00: Purchase price paid by Defendant on 8/27/2004.¹⁷⁷
5. \$1,000,000.00: Plaintiff's opinion on the combined value of 812/820 Meeting.¹⁷⁸
6. 820 Meeting adjoins 812 Meeting.
7. 812/820 Meeting: Location of Jimmy's Mini Mart.
8. 8/26/2004: Defendant gave a mortgage to SouthTrust Bank for \$56,000.00 secured by 820 Meeting.¹⁷⁹
 - a. Defendant was identified as the borrower.¹⁸⁰
 - b. Defendant's address on the mortgage document was 424 Lakeshore Dr. which was owned by Plaintiff as of 8/26/2004.
9. 8/27/2004: Defendant purchased 820 Meeting from a third party for \$82,500.00.¹⁸¹

¹⁷⁶ : Helms_Willing_ASC_02290.

¹⁷⁷ : Helms_Willing_ASC_00395-Helms_Willing_ASC_00396.

¹⁷⁸ : Helms_Willing_ASC_01995.

¹⁷⁹ : Helms_Willing_ASC_00397.

¹⁸⁰ : Helms_Willing_ASC_00401.

¹⁸¹ : Helms_Willing_ASC_00395-Helms_Willing_ASC_00396.

10. 1/6/2006: Defendant gave a mortgage to Carolina First Bank for \$148,093.80.¹⁸²

- a. L&D was identified as the borrower.¹⁸³
- b. L&D operated under the alias *Jimmy's Mini Mart*.¹⁸⁴
- c. Please see Exhibit 2 for more details on L&D.
- d. The debt was secured by 812/820 Meeting¹⁸⁵
- e. Defendant's address on the mortgage document was 424 Lakeshore Dr. which was owned by Plaintiff as of 1/6/2006.

11. 2/13/2006: Defendant paid off the \$56,000.00 mortgage.¹⁸⁶

¹⁸² : Helms_Willing_ASC_01203.

¹⁸³ : Helms_Willing_ASC_01204.

¹⁸⁴ : Helms_Willing_ASC_02575.

¹⁸⁵ : Helms_Willing_ASC_01203.

¹⁸⁶ : Helms_Willing_ASC_01213.

12. 12/18/2006: Defendant gave a mortgage to Regions Bank not to exceed

\$309,000.00 that was secured by 812/820 Meeting.¹⁸⁷

- a. Defendant was identified as the borrower.¹⁸⁸
- b. Defendant's address on the mortgage document was 424 Lakeshore Dr. which was owned by Plaintiff as of 12/18/2006.¹⁸⁹
- c. \$206,000.00: Actual principal amount in promissory note.¹⁹⁰
- d. \$1,964.41: Monthly payment under promissory note.¹⁹¹
- e. Monthly payments of \$1,964.41 were made from the business deposit account of Jimmy's Mini Mart.
- f. In the months following the sale of Jimmy's Mini Mart in May 2014, Defendant began making payments on the mortgage of \$1,964.41 and \$1,964.61 from her personal deposit account at Wells Fargo.
- g. Defendant's primary source of deposits in her personal account were from the:
 - i. Lease of 812/820 Meeting.
 - ii. Inventory financing agreement from the sale of Jimmy's Mini Mart.

13. 1/10/2007: Defendant paid off the \$148,093.80 mortgage given to Carolina First Bank.¹⁹²

¹⁸⁷ : Helms_Willing_ASC_00377 and Helms_Willing_ASC_00384.

¹⁸⁸ : Helms_Willing_ASC_00381.

¹⁸⁹ : Helms_Willing_ASC_00384.

¹⁹⁰ : Helms_Willing_ASC_02536.

¹⁹¹ : Helms_Willing_ASC_02536.

¹⁹² : Helms_Willing_ASC_01214.

Deposit Account Balances as of 7/1/2015

1. **\$86,620.48**: Total of the balances from the 3 deposit accounts controlled by Defendant as of 7/1/2015 that received proceeds from the sale of Jimmy's Mini Mart, rental income for 812/820 Meeting, and installment payments from the sale of inventory at Jimmy's Mini Mart.¹⁹³
2. I chose 7/1/2015 as the beginning date¹⁹⁴ for my calculations of disputed income related to the disputed rental real estate and expenditures for disputed non-rental real estate.
3. The proceeds from litigation and the sale of Jimmy's Mini Mart were received **when the parties cohabitated** prior to 7/1/2015, and deposited in deposit accounts controlled by Defendant.¹⁹⁵
4. Prior to 7/1/2015, there was insufficient evidence to separate the financial benefits each party received from disputed assets or income. This is why I excluded proceeds from litigation and the sale of Jimmy's Mini Mart from my findings.
5. After 7/1/2015, Defendant exclusively benefitted from the use of deposit account balances that accumulated **during the period of cohabitation**.
6. The deposit account balances as of 7/1/2015 are separate from my calculation of disputed income items or other disputed asset values.

¹⁹³ : Helms_Willing_ASC_00582, Helms_Willing_ASC_00588, and Helms_Willing_ASC_02731.

¹⁹⁴ : Please see the *Calculation Period(s) of Disputed Income Items* section for more details on the reasons I chose 7/1/2015 as the beginning date.

¹⁹⁵ : Please see the section *Proceeds from Litigation and Sale of Jimmy's Mini Mart* for more details.

Proceeds from Litigation and Sale of Jimmy's Mini Mart

The proceeds from litigation and sale of Jimmy's Mini Mart were received during the period of cohabitation. I ultimately decided to exclude the proceeds from my findings for the reasons below.

In the event Judge Manning decides to include the proceeds in the asset division, I have prepared sections for the litigation and sales proceeds that are similar to the other disputed asset value sections.

Issues with the Litigation Proceeds

Neither Wells Fargo¹⁹⁶ nor Defendant produced documentary evidence that showed where the \$100,000.00 in litigation proceeds were deposited or how the litigation proceeds were used.

The primary issue with the litigation proceeds is that they would have been introduced during the period of the parties' cohabitation. In short, there is insufficient evidence available to separate which party benefited directly or indirectly from the disputed sources of funds in this matter during the period of cohabitation. I cover this issue in greater detail in the calculation period for the disputed income calculation.

¹⁹⁶ : The litigation proceeds would have been received in July 2013. I sent my subpoena request for Wells Fargo records to Atty. Moore in January 2021. The longest retention period a bank like Wells Fargo is required to store deposit account records is 7 years.

Issues with the Proceeds from Sale of Jimmy's Mini Mart

The \$108,335.00 in proceeds from the sale of Jimmy's Mini Mart was:

1. Deposited to a business checking account¹⁹⁷ controlled by Defendant.
2. Transferred to Defendant's personal savings account.¹⁹⁸
3. Transferred in increments over a period of 10 months¹⁹⁹ to Defendant's personal checking account²⁰⁰ where the proceeds were commingled with other income sources.

Over the 10-month period, \$108,400.00²⁰¹ in withdrawals were made from Defendant's personal checking account to:

1. Pay state and federal taxes: \$31,400.00.²⁰²
2. Pay down mortgages attached to the disputed properties: \$39,200.00.²⁰³
3. Pay down credit card debts: \$24,900.00.²⁰⁴
4. Pay Plaintiff: \$10,400.00.
5. Pay for vehicle repairs: \$2,400.00.²⁰⁵

The primary issue with the sales proceeds is the same as with the litigation proceeds.

There is insufficient evidence to separate which party benefited directly or indirectly from the sales proceeds **while the parties cohabitated.**

¹⁹⁷ : Wells Fargo deposit account number ending 3806.

¹⁹⁸ : Wells Fargo deposit account number ending 4538.

¹⁹⁹ : 8/18/2014 to 6/9/2015.

²⁰⁰ : Wells Fargo deposit account number ending 1424.

²⁰¹ : Rounded: \$108,377.04.

²⁰² : Rounded: \$31,439.82.

²⁰³ : Rounded: \$39,189.79.

²⁰⁴ : Rounded: \$24,947.11.

²⁰⁵ : Rounded: \$2,400.32.

Litigation Proceeds

1. On 7/16/2009, a complaint was filed by L&D and Defendant in Lexington County's Court of Common Pleas against MECO, Inc. and Modern Welding Company of Georgia (MECO, et al.).²⁰⁶
2. The complaint alleged MECO, et al. installed defective gasoline storage tanks at 812 Meeting²⁰⁷
3. 7/17/2013: Settlement Agreement for \$150,000.00.²⁰⁸
4. Defendant testified to receiving \$100,000.00 from the settlement proceeds.²⁰⁹
5. In Defendant's responses to my information requests, Defendant stated that the settlement proceeds she received were deposited in her personal deposit account.²¹⁰
6. Defendant testified that the \$100,000.00 was used to pay down credit card bills and to *get supplies for the store*.²¹¹
7. In the records I received from Defendant and Wells Fargo, there was not any evidence showing where the \$100,000.00 was deposited or how any portion of the \$100,000.00 was used.

²⁰⁶ : Helms_Willing_ASC_02097; Case #12-CP-32-2135.

²⁰⁷ : Helms_Willing_ASC_02099-Helms_Willing_ASC_02100; Helms_Willing_ASC_01264-Helms_Willing_ASC_01265.

²⁰⁸ : Helms_Willing_ASC_02606.

²⁰⁹ : Helms_Willing_ASC_00098.

²¹⁰ : Helms_Willing_ASC_02606.

²¹¹ : Helms_Willing_ASC_00100.

8. I have not observed evidence in the documents provided to me that show Plaintiff benefited from any portion of the \$100,000.00 settlement.
9. Plaintiff testified that Defendant told him that she funded a certificate of deposit (CD) with \$100,000.00 from the settlement proceeds.²¹²
10. I have not observed evidence in the documents provided to me of a CD opened by Defendant.

²¹² : Helms_Willing_ASC_00148.

Proceeds from the Sale of Jimmy's Mini Mart

1. Jimmy's Mini Mart²¹³ was an alias of L&D. Jimmy's Mini Mart has operated as a convenience store and gas station located at 812/820 Meeting.
2. Please see Exhibit 3 for evidence of ownership and control characteristics of L&D shown or claimed by each party.
3. On 5/12/2014, L&D sold the goodwill, business name, and inventory of Jimmy's Mini Mart to Chharvi and Bhavya, LLC (C&B)²¹⁴.
4. L&D also entered into a Non-Compete Agreement with C&B.²¹⁵
5. \$108,335.00 was the net amount paid to L&D for the goodwill and business name of Jimmy's Mini Mart.²¹⁶
6. \$108,335.00 was deposited on 5/15/2014 into Wells Fargo deposit account number ending 3806 which was used for the operations of Jimmy's Mini Mart.²¹⁷
7. On 7/31/2014, \$99,000.00 was transferred from account number ending 3806 where to Defendant's personal savings account.²¹⁸
8. On 7/1/2014, the beginning balance in Defendant's personal savings account was \$89,992.85.²¹⁹ On 7/31/2014, the balance in Defendant's personal savings account was \$189,999.28.²²⁰

²¹³ : In the trial transcript, Jimmy's Mini Mart was also referred to as *Jimmy's Citgo*.

²¹⁴ : Helms_Willing_ASC_02580-Helms_Willing_ASC_02581.

²¹⁵ : Helms_Willing_ASC_02598.

²¹⁶ : The inventory was separately financed and is covered in a separate section.

²¹⁷ : Helms_Willing_ASC_02370; Acct. # ending 3806.

²¹⁸ : Helms_Willing_ASC_02374; Acct. # ending 4538.

²¹⁹ : Helms_Willing_ASC_00463.

²²⁰ : Helms_Willing_ASC_00463.

9. From 1/1/2014 to 8/17/2014, there were not any withdrawals from Defendant's personal savings account.²²¹
10. From 8/18/2014 to 6/9/2015, \$100,400.00 was transferred from Defendant's personal savings account to Defendant's personal checking account.²²²
11. On 6/9/2015, the remaining balance in Defendant's personal savings account was \$85,509.27.
12. From 8/8/2014 to 6/9/2015, Defendant commingled transfers to her personal checking account with deposits of:
 - a. Rents received for 812/820 Meeting.
 - b. Installment loan payments for the purchase of L&D's inventory.
 - c. Rents received for 1900 Ocoola.
 - d. Employment income from S.W. Associates.
 - e. Cash.
 - f. Loan repayment to Defendant.
13. Plaintiff testified that Defendant told him that she funded another CD with \$100,000.00 from the sales proceeds.²²³

²²¹ : Helms_Willing_ASC_00408, Helms_Willing_ASC_00416, Helms_Willing_ASC_00425, Helms_Willing_ASC_00434, Helms_Willing_ASC_00443, Helms_Willing_ASC_00453, and Helms_Willing_ASC_00463.

²²² : Helms_Willing_ASC_00473, Helms_Willing_ASC_00483, Helms_Willing_ASC_00494, Helms_Willing_ASC_00504, Helms_Willing_ASC_00514, Helms_Willing_ASC_00524, Helms_Willing_ASC_00535, Helms_Willing_ASC_00546, Helms_Willing_ASC_00557, Helms_Willing_ASC_00567, and Helms_Willing_ASC_00578; Defendant's personal checking account # ending 1424.

²²³ : Helms_Willing_ASC_00142.

14. I have not observed evidence in the documents provided to me of a CD opened by Defendant.
15. I have not observed evidence in the documents provided to me that show Plaintiff benefited from any portion of the sales proceeds.
16. The *Known Liabilities* page disclosed by L&D to C&B was blank²²⁴. This indicates that L&D did not have any known liabilities as of the date of sale to deduct from the \$108,335.00.

²²⁴ : Helms_Willing_ASC_02587.

Other Relevant Asset Acquired During the Relationship

Proceeds from Sale of 1905 Oceola and 417 S. Edisto:

1. 1905 Oceola and 417 S. Edisto are located in Richland County.²²⁵
2. Both properties were purchased and sold by Plaintiff during his relationship with Defendant.
3. 5/4/2010: Plaintiff purchased 1905 Oceola for \$27,500.00 (11309-14-17).²²⁶
4. 5/3/2010: Plaintiff financed part of the purchase price with a \$17,500.00 mortgage given to Lois Ball.²²⁷
5. 7/19/2010: 417 S. Edisto transferred to Helms for an unknown amount.²²⁸
6. 12/20/2011: Mortgage of \$75,000 given to William Mullis.²²⁹
7. 10/7/2016: Satisfaction of \$17,500 mortgage given to Lois Ball.
8. 7/2/2015 to 5/15/2017: Residence of Plaintiff.²³⁰
9. 5/11/2017: Satisfaction of \$75,000.00 mortgage given to William Mullis.²³¹
10. 5/15/2017: 1905 Oceola and 417 S. Edisto sold for \$68,000.00.²³²

²²⁵ : Helms_Willing_ASC_02610 and Helms_Willing_ASC_00948. Plaintiff did not have a copy of the closing documents for this sale which would show the closing costs and net amount of cash distributed to Plaintiff. \$68,000.00 was the sales price of 1905 Oceola and 417 S. Edisto.

²²⁶ : Helms_Willing_ASC_02610 and Helms_Willing_ASC_00948.

²²⁷ : Helms_Willing_ASC_01963.

²²⁸ : Helms_Willing_ASC_00343.

²²⁹ : Helms_Willing_ASC_02124.

²³⁰ : Helms_Willing_ASC_00219-Helms_Willing_ASC_00220.

²³¹ : Helms_Willing_ASC_00212 and Helms_Willing_ASC_01975.

²³² : Helms_Willing_ASC_02128-Helms_Willing_ASC_02129.

11. 5/15/2017: Plaintiff testified that the remaining balance on the mortgage was around \$30,000.00, and was paid off from sales proceeds.²³³
12. Plaintiff's testimony is disputed by evidence²³⁴ showing the mortgage was satisfied on 5/11/2017, so there was not any evidence of a balance to pay off as of 5/15/2017.
13. Plaintiff testified that he took the money from sale of 1905 Oceola, and moved to Las Vegas.²³⁵
14. Plaintiff testified that the \$75,000.00 in mortgage proceeds were for the benefit of Jimmy's Mini Mart.²³⁶
15. Plaintiff testified to renting 1905 Oceola while he resided at 1904 Oceola.²³⁷
16. There was not any rental income to compute, because the calculation period started when Plaintiff claimed to move from 1904 Oceola to 1905 Oceola. 1905 remained Plaintiff's personal residence until the sale of 1905 Oceola.
17. I requested the closing file for the \$75,000.00 mortgage Plaintiff gave to William Mullis, and a statement from each financial account Plaintiff used to pay down each debt he owed.²³⁸

²³³ : Helms_Willing_ASC_00212.

²³⁴ : Helms_Willing_ASC_01975.

²³⁵ : Helms_Willing_ASC_00222.

²³⁶ : Helms_Willing_ASC_00208.

²³⁷ : Helms_Willing_ASC_00236.

²³⁸ : Helms_Willing_ASC_02058 and Helms_Willing_ASC_02064. I requested the closing file to obtain the terms of the note, so I could at least estimate the debt payments and balances after the date of separation. Since this was a related party debt, statements produced from an objective, third-party source like a bank, would be more reliable than a loan payment history or mortgage statement produced by a related party.

18. Plaintiff's counsel stated that Plaintiff's responses to my information requests were all the documents Plaintiff had in his possession.²³⁹ The responses from Plaintiff did not contain evidence of payments on the \$75,000.00 mortgage.²⁴⁰
19. Based on the lack of evidence related to the debt attached to 1905 Oceola, I did not have any evidentiary basis to estimate the value or payments on the debt attached to 1905 Oceola.
20. Still, the documentary evidence indicates there was a debt attached to 1905 Oceola when the parties separated in 2015 that was paid off in 2017. Since the debt was owed to a related party that is not a financial institution, there is not a reliable source available to obtain an exact balance owed on the mortgage at the time the parties separated.
21. Plaintiff's testimony estimating a \$30,000.00 balance around the 2017 closing is not an unreasonable amount to owe after 6 years on a \$75,000.00 mortgage unless the mortgage was for an unusually short term of 5 to 7 years.
22. There remains a risk of overstating the net sales proceeds Plaintiff received from the sale of 1905 Oceola by excluding expenditures to pay off the mortgage attached to 1905 Oceola after the parties separated.

²³⁹ : Helms_Willing_ASC_03248.

²⁴⁰ : Helms_Willing_ASC_02106-Helms_Willing_ASC_02288.

23. In my search of Richland County's Property Tax database, I found Plaintiff paid \$758.57 in property taxes²⁴¹ on 1905 Oceola and 417 S. Edisto for the time period between **when the parties separated** and the time the property was sold.
24. I included **\$758.57** in expenditures associated with 1905 Oceola and 417 S. Edisto.

²⁴¹ : Helms_Willing_ASC_02682-Helms_Willing_ASC_02687.

Disputed Income Items

Disputed income in this report represents the net cash Defendant has received or is expected to receive from the rental properties. I calculated net cash by using the following subtraction equation:

Rents received or receivable

Less:

Actual and estimated expenditures

Equals:

Net Cash

Rents Received

I relied on documentary and testimonial evidence to calculate rents received by Defendant.

Rents received include:

1. Deposited rental payments identified in the available deposit account records.
2. Undeposited rental payments made in cash.²⁴²

Rents received apply to 812/820 Meeting, 809 Shull, and 1900 Ocala.

²⁴² : Helms_Willing_ASC_02557 and Helms_Willing_ASC_01219.

Rents Receivable

Rents receivable only apply to 812/820 Meeting²⁴³ Rents receivable include rental payments Defendant is expected to receive after 1/4/2021, the most recent deposit of lease income I observed for 812/820 Meeting

The original lease agreement for 812/820 Meeting was for a 5-year period with an option to renew. The first 5-year period ended on 5/1/2019. I observed monthly payments from the original lessees continue after 5/1/2019 through 1/4/2021 which indicates the lease was renewed.

I asked Defendant to provide each lease agreement for the lease of 812/820 Meeting which includes any renewals or modifications, but Defendant only produced the original lease agreement.²⁴⁴

I calculated rents receivable through 5/1/2024 based on the assumption that the lease was renewed for a 5-year period as of 5/1/2019.

²⁴³ : There was insufficient evidence available to me that showed whether 809 Shull and 1900 Ocoola were being leased in 2021, and, if so, for how much. 1900 Ocoola was leased through 12/1/2020 without an extension (Helms_Willing_ASC_02435). Defendant did not provide any lease agreements for 809 Shull (Helms_Willing_ASC_02425).

²⁴⁴ : Helms_Willing_ASC_02047 and Helms_Willing_ASC_02016.

Actual Expenditures

Actual expenditures are supported by direct evidence, and include the following for each property:

1. 812/820 Meeting: Mortgage payments, property insurance, property taxes, bank fees, business license fees, 2016 capital expenditure²⁴⁵, and DHEC fees.
2. 809 Shull: Mortgage payments, utilities charges, cable payments, and business license fees.
3. 1900 Oceola: Mortgage payments, utilities, and permits.
4. 1904 Oceola²⁴⁶: Mortgage payments, utilities charges, cable payments, and property insurance.

²⁴⁵ : Helms_Willing_ASC_00718 and Helms_Willing_ASC_03547; I observed a capital expenditure in 2016 that was greater than my estimate of capital expenditures. I included the actual capital expenditure for 2016.

²⁴⁶ : 1904 Oceola was Defendant's personal residence during the calculation period, so there is not any rental income to consider.

Estimated Expenditures

I estimated expenditures for the disputed properties where the following criteria were met:

1. The expenditures had been reported in Defendant's tax returns.
2. I was not able to identify actual evidence of the expenditures during the calculation period from the available evidence.
3. The expenditures are ordinary and necessary for a personal residence or rental property.

The purposes of estimating historical expenditures was to:

1. Avoid overstating net cash received by Defendant if ordinary and necessary expenditures were excluded from the calculation.
2. Consider cash payments that would not be included in the deposit account records.
3. Consider capital expenditures that have to be made over time for the property and equipment at 812/820 Meeting.

I estimated expenditures based on the historical average²⁴⁷ for expenditures reported in Defendant's tax returns²⁴⁸ that met the above criteria.

²⁴⁷ : Defendant provided enough detail for each expenditure in her income tax returns for 2011 to 2014 and 2016.

²⁴⁸ : Helms_Willing_ASC_00967; Helms_Willing_ASC_01036; Helms_Willing_ASC_01084; Helms_Willing_ASC_01127; Helms_Willing_ASC_01179.

Estimated expenditures include the following for each property:

1. 812/820 Meeting: Cleaning, maintenance, repairs, and capital expenditures.
2. 809 Shull: Cleaning, maintenance, and repairs.
3. 1900 Oceola: Cleaning, maintenance, and repairs.

In order to estimate the present value of future rental income for 812/820 Meeting,

I also included estimates of future expenditures related to 812/820 Meeting:

1. DHEC fees, cleaning, maintenance, repairs, capital expenditures, property insurance, property taxes, and business license fees.²⁴⁹

²⁴⁹ : Helms_Willing_ASC_01212 and Helms_Willing_ASC_01213; The two mortgages associated with 812/820 Meeting as of 7/1/2015 were paid off in 2019.

Calculation Period(s) of Disputed Income Items

Beginning Date

1. I identified two general calculation periods for the calculation of disputed income items:
 - a. 2003 to 2015: Period of cohabitation.
 - b. 2015 forward: Period of separation.
2. I rejected the calculation period of 2003 to 2015 for the following reasons:
 - a. Insufficient evidence was available to prepare a reliable calculation.
 - b. Missing substantially all evidence of income and costs related to the disputed assets for the years 2003 to 2011.
 - c. Missing material amount of evidence for the years 2012 to 2013.
 - d. Insufficient evidence to separate commingled income and costs between the parties while the parties cohabitated.
 - e. Insufficient evidence to verify Plaintiff's claims about providing cash to Defendant to cover costs.

3. I accepted a calculation period of 2015 forward for the following reasons:
 - a. Substantial evidence of income and costs related to the disputed assets was available.
 - b. Sufficient evidence to isolate and measure the net cash received by Defendant from the disputed assets.
4. Key assumptions involved in applying the separation period as my calculation period:
 - a. Income received by one party would not be commingled with income received by the other party.
 - b. Expenditures by one party would not go to the benefit of the other party.
5. Once I chose the period of separation as the calculation period, I needed to choose a specific beginning date.
6. Both parties testified to multiple time periods for their date of separation.
7. 7/2/2015: Most specific separation date was from Plaintiff's testimony.²⁵⁰

²⁵⁰ : Helms_Willing_ASC_00219.

8. 9/22/2015: Plaintiff filed a complaint against Defendant in Richland County's Family Court to establish a common-law marriage.²⁵¹
9. 7/1/2015: Chosen beginning date. Covers calculations for income received and costs incurred by each party related to the disputed assets.
10. Why 7/1/2015 was chosen:
 - a. Substantial evidence is needed from reliable third-party sources to accurately measure the income received and costs incurred by two parties that cohabitate. The parties cohabitated for 12 years from 2003 to 2015. The scope and detail of information needed to prepare this kind of calculation only existed in 2014 and 2015.²⁵²
 - b. The available evidence is insufficient to measure the business and rental income each party received from the disputed assets while both parties cohabitated.²⁵³
 - i. Both parties received the benefits of business and rental income from the disputed assets.
 - ii. Defendant reported L&D's income on her tax returns.

²⁵¹ : Helms_Willing_ASC_00216-Helms_Willing_ASC_00217. I did not observe another separation date or time period in either party's testimony between 7/2/2015 and 9/22/2015.

²⁵² : This is not a criticism of either party's responses to my information requests. In order to prepare a reliable pre-separation calculation for the benefits received and costs incurred related to the disputed properties, I would need substantial documentary evidence from several third-party sources that covered the period of 2003 to 2015. Since most of the sources are only required to retain records for seven years or less, the only years where sufficient documentary evidence would be available would be from 2014 and 2015.

²⁵³ : Both parties received the benefits of business and rental income from the disputed assets:

1. Defendant reported L&D's income on her tax returns (E.g.: Helms_Willing_ASC_01080).
2. Plaintiff testified to taking draws from L&D, but there is not any evidence showing the amount of the draws or whether the draws were part of the income reported on Defendant's tax returns (Helms_Willing_ASC_01990).

- iii. Plaintiff testified to taking draws from L&D, but there is not any evidence showing the amount of the draws or whether the draws were part of the income reported on Defendant's tax returns²⁵⁴.
- c. There's insufficient evidence to measure the costs each party covered for the benefit of the other and/or the benefit of the disputed assets while the parties were together. This would have offset income the paying party received from the disputed properties:
 - i. Defendant's household costs for mortgage payments, insurance, real estate taxes, repairs, etc.
 - ii. Plaintiff's claimed payments in cash to Defendant that went to pay bills.²⁵⁵
 - iii. Plaintiff's contributions to the improvement and value of 1904 Oceola.²⁵⁶
- d. Before separation, income from the disputed assets was commingled with income from Defendant's employment and an unknown amount of income from Plaintiff's gambling activities. There's not sufficient evidence to separate the amount of income received by each party from the disputed assets before the parties separated.
- e. Post-7/1/2015: Financial benefits received from the disputed assets can be attributed to an individual party.
- f. Implication: Disregards business and rental income from the disputed assets prior to 7/1/2015.

²⁵⁴ : Helms_Willing_ASC_01990.

²⁵⁵ : Helms_Willing_ASC_00124.

²⁵⁶ : Helms_Willing_ASC_00050-Helms_Willing_ASC_00053.

11. Other beginning dates I considered, then rejected because the dates were imprecise, risked including the period of cohabitation, or risked excluding disputed income from the period of separation:
- a. 6/1/2014: Date of first payments due on promissory notes for the:
 - i. Purchase of L&D's inventory.²⁵⁷
 - ii. Lease of 812/820 Meeting.²⁵⁸
 - b. *End of 2014*: Defendant's testimony on the probable time period of the parties' separation.²⁵⁹
 - c. *...some time in 2014 we split up or '15*: Defendant's testimony on the probable time period of the parties' separation.²⁶⁰
 - d. *2004 until 2014*: Defendant's testimony on the probable time period the parties lived together.²⁶¹
 - e. *Had you broken up with Mr. Helms in 2014?* A. Yes.: Defendant's testimony about when the parties separated.²⁶²
 - f. *12/4/2015*: Filing date of complaint.²⁶³

²⁵⁷ : Helms_Willing_ASC_02569.

²⁵⁸ : Helms_Willing_ASC_02592.

²⁵⁹ : Helms_Willing_ASC_00092.

²⁶⁰ : Helms_Willing_ASC_00027.

²⁶¹ : Helms_Willing_ASC_00027.

²⁶² : Helms_Willing_ASC_00304.

²⁶³ : Helms_Willing_ASC_01273.

- g. 2016: Plaintiff's testimony on the year the parties separated.²⁶⁴
- h. *Well, maybe it was '14*: Plaintiff's corrected testimony on the year the parties separated.²⁶⁵
- i. 2014, *the initial breakup*: Plaintiff's testimony on the year the parties separated.²⁶⁶
- j. 9/22/2015: Plaintiff *filed complaint in family court to establish a common law marriage*.²⁶⁷

²⁶⁴ : Helms_Willing_ASC_00127.

²⁶⁵ : Helms_Willing_ASC_00218.

²⁶⁶ : Helms_Willing_ASC_00218.

²⁶⁷ : Helms_Willing_ASC_00216.

Calculation Suspension Period

1. 2/1/2018 to 10/31/2018.
2. I suspended calculations of disputed income items for the period that Plaintiff and Defendant resumed cohabitation in 2018.
3. The purpose of suspending the calculations was due to insufficient available evidence to:
 - a. Separate commingled income and costs between the parties related to the disputed assets.
 - b. Identify any cash Plaintiff may have contributed to covering the costs of the disputed assets.
4. From the trial transcript:

Atty: All right. Did he return to 1904 Osceola at any time?

Defendant: Yes, ma'am.

Atty: When?

*Defendant: I think it was 2018, but I'm not positive.*²⁶⁸
5. Plaintiff testified to living in Vegas for 8 months after 5/16/2017.²⁶⁹
 - a. Plaintiff would have returned to 1904 Oceola around February 2018.
6. Plaintiff stayed with Defendant around 8 – 9 months after returning from Vegas.²⁷⁰
 - a. Plaintiff would have left 1904 Oceola around October 2018 (9 months).

²⁶⁸ : Helms_Willing_ASC_00305.

²⁶⁹ : Helms_Willing_ASC_00223.

²⁷⁰ : Helms_Willing_ASC_00225.

Calculation Ending Dates

1. Dependent on the income source.
2. 5/1/2019: Due date of last payment on installment loan for purchase of L&D's inventory.²⁷¹
3. 12/31/2020: End date for the calculation of net cash received from the leases of 809 Shull and 1900 Ocala.
4. 5/1/2024: End date for the calculation of net cash received from the lease of 812/820 Meeting. 5/1/2024 will be the due date of the last payment on the renewed lease for 812/820 Meeting with the same 5-year term as the original lease.²⁷²

²⁷¹ : Helms_Willing_ASC_02569.

²⁷² : I asked Defendant to provide each lease agreement for the lease of 812/820 Meeting which includes any renewals or modifications, but Defendant only produced the original lease agreement. Helms_Willing_ASC_02047 and Helms_Willing_ASC_02016.

Disputed Income Calculations by Property

809 Shull

1. **-\$6,897.60:** Net Cash from 809 Shull.
2. *500 a month:* Defendant's testimony about the monthly rental rate for 809 Shull.²⁷³
3. Defendant's claim²⁷⁴ to me about how she handles rental payments for 809 Shull:

The house at 809 Shull St pays me cash and I put that in a safe at home but I do claim it on my taxes I just find it easier to get things done cheaper with cash

4. In my review of the deposit account records, I observed one check deposit related to the rental of 809 Shull.²⁷⁵
5. Defendant's available income tax returns from 2013 and 2016 report \$6,000.00 in annual rents received from 809 Shull, or \$500.00 per month.²⁷⁶
6. In the absence of contrary evidence to Defendant's claims, I prepared the calculation of net cash Defendant received from 809 Shull based on a monthly rental rate of \$500.00.

²⁷³ : Helms_Willing_ASC_00102.

²⁷⁴ : Helms_Willing_ASC_01219.

²⁷⁵ : Helms_Willing_ASC_01677.

²⁷⁶ : Helms_Willing_ASC_01084; Helms_Willing_ASC_01179; Defendant did not report any rental activity in her 2014 federal income tax return. I requested a complete copy of each federal and state income tax return filed by Defendant for tax years 2013 – 2019 (Helms_Willing_ASC_02053). Defendant did not provide me with a copy of her 2015 and 2017 – 2019 federal and state income tax returns.

7. I deducted both actual and estimated expenditures for 809 Shull to calculate the net cash received by Defendant:

- a. Actual expenditures: Mortgage payments, utilities charges, cable payments, and business license fees.
- b. Estimated expenditures: Cleaning, maintenance, and repairs.

8. The following is my calculation of net cash received by Defendant from 809 Shull during the calculation period of 7/1/2015 to 12/31/2020:

Year	Net Cash Received
2015 (partial)	-1,476.41
2016	-715.50
2017	-1,155.99
2018 (partial)	-210.64
2019	-1,872.71
2020	-1,466.35
Total	-6,897.60

1900 Oceola

1. **\$15,275.21:** Net Cash from 1900 Oceola.
2. *\$900 a month:* In Defendant's testimony, she confirmed Atty. Moore's question about 1900 Oceola's monthly rental rate.²⁷⁷
3. *\$900.00:* Monthly rental rate in two residential leases²⁷⁸ of 1900 Oceola provided by Defendant that covered the periods of 7/1/2018 – 6/30/2019 and 1/1/2020 – 12/1/2020.
4. I observed deposits of \$900.00 rental payments to Defendant's personal deposit account²⁷⁹ for 1900 Oceola during the calculation period.
5. I deducted both actual and estimated expenditures for 1900 Oceola to calculate the net cash received by Defendant:
 - a. Actual expenditures: Mortgage payments, utilities, and permits.
 - b. Estimated expenditures: Cleaning, maintenance, and repairs.

²⁷⁷ : Helms_Willing_ASC_00104.

²⁷⁸ : Helms_Willing_ASC_02431-Helms_Willing_ASC_02438.

²⁷⁹ : Defendant's Wells Fargo personal deposit account number ending 1424.

6. The following is my calculation of net cash received by Defendant from 1900

Oceola each year during the calculation period of 7/1/2015 to 12/31/2020:

Year	Net Cash Received
2015 (partial)	1,962.56
2016	-2,654.67
2017	4,607.78
2018 (partial)	2,005.71
2019	3,509.73
2020	5,844.10
Total	15,275.21

812/820 Meeting

1. \$128,601.91: Net Cash from 812/820 Meeting.

Summary of Net Cash Received

Description	Totals	2015 (partial)	2016	2017	2018 (partial)	2019	2020	2021	2022	2023	2024 (partial)
Rents Received:											
Rental income	411,038.80	29,065.50	58,431.60	58,206.60	14,607.90	49,877.20	45,050.00	45,600.00	45,600.00	45,600.00	19,000.00
Expenditures:											
Cleaning, repairs & maintenance	37,857.58	2,530.30	2,670.00	4,960.60	1,240.15	4,960.60	4,960.60	4,960.60	4,960.60	4,960.60	1,653.53
DHEC fees	533.33	0.00	0.00	0.00	0.00	100.00	100.00	100.00	100.00	100.00	33.33
Mortgage payments	170,571.74	17,123.82	34,250.72	35,122.44	7,929.13	76,145.63	0.00	0.00	0.00	0.00	0.00
Capital expenditures	48,579.22	4,742.00	12,562.55	4,742.00	1,185.50	4,742.00	4,742.00	4,742.00	4,742.00	4,742.00	1,637.17
Property insurance	7,641.92	813.02	837.40	0.00	231.08	966.72	1,022.00	1,069.91	1,120.06	1,172.56	409.17
Property taxes*	13,726.80	0.00	0.00	0.00	0.00	2,359.78	2,502.61	2,572.12	2,643.71	2,717.44	931.13
Bank fees	173.52	129.86	43.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Business license	1,101.58	0.00	94.60	94.60	24.30	97.20	182.51	182.51	182.51	182.51	60.84
Net cash	130,853.11	3,726.50	7,972.67	13,286.96	3,997.74	-39,494.73	31,540.28	31,972.86	31,851.12	31,724.89	14,274.82
Present Value of Net Cash	128,601.91	3,726.50	7,972.67	13,286.96	3,997.74	-39,494.73	31,540.28	31,972.86	31,327.37	30,690.12	13,582.15

*Property tax payments began being drawn from Defendant's personal deposit account after the two mortgages attached to 812/820 Meeting St. were paid off in 2019.

Rents Received

1. \$4,869.30: Monthly rents Defendant received from Chharvi & Bhavya, LLC during the period of 7/1/2015 to 5/1/2019.
 - a. \$4,869.30 included a payment on the installment loan²⁸⁰ of \$1,069.30 and a payment on the lease²⁸¹ of \$3,800.00.
 - b. The installment loan was for the purchase of L&D's inventory.
 - c. I did not find evidence of expenditures by L&D or Defendant during the calculation period that would reduce the monthly payment on the installment loan.²⁸²
2. \$3,800.00: Monthly payments received from Chharvi & Bhavya, LLC after 5/1/2019.²⁸³
3. I observed deposits²⁸⁴ of monthly payments from Chharvi & Bhavya, LLC during the period of 7/1/2015 to 1/4/2021.
4. In order to estimate the monthly payments Defendant would expect to receive during the renewal period of the lease, I asked Defendant to provide each lease agreement for the lease of 812/820 Meeting, which included lease renewals and modifications.²⁸⁵

²⁸⁰ : Helms_Willing_ASC_02569.

²⁸¹ : Helms_Willing_ASC_02592-Helms_Willing_ASC_02594.

²⁸² : L&D did not identify any known liabilities in the attachment to the Bill of Sale for C&B's purchase of Jimmy's Mini Mart (Helms_Willing_ASC_02587). I did not find evidence of debt owed by L&D or Defendant on the inventory sold to C&B. I did not find evidence in the deposit account records I reviewed that Defendant used any of the \$1,069.30 monthly payments to pay off a vendor(s) or lender(s) for L&D's cost of the inventory.

²⁸³ : I did not observe a \$3,800.00 payment deposited in April 2020. On 5/8/2020, a \$7,050.00 check from Chharvi & Bhavya, LLC was deposited to Defendant's Wells Fargo personal deposit account number ending 1424 to cover the lease payments for April and May 2020.
(Helms_Willing_ASC_01902)

²⁸⁴ : Deposits were made to Defendant's Wells Fargo personal deposit account number ending 1424.

²⁸⁵ : Helms_Willing_ASC_02047; Helms_Willing_ASC_02016.

5. Defendant only produced the original lease agreement which terminated on 5/1/2019, but the attached Guaranty²⁸⁶ pointed to the possibility of a renewal or extension.
6. I observed monthly deposits²⁸⁷ of \$3,800.00 from 5/1/2019 up to 1/4/2021, the last available deposit record available for Defendant.²⁸⁸
7. The deposits of monthly payments from Chharvi & Bhavya, LLC during the period of 5/1/2019 to 1/4/2021 pointed to an extension or renewal of the original lease agreement.
8. The 5-year term from the original lease agreement was the only lease period identified in the records provided to me.
9. A renewed or extended 5-year lease term would be from 6/1/2019 to 5/1/2024.
10. I estimated deposits of monthly payments from Chharvi & Bhavya, LLC to continue from 2/1/2021 to 5/1/2024.²⁸⁹

²⁸⁶ : Helms_Willing_ASC_02594.

²⁸⁷ : I did not observe a \$3,800.00 payment deposited in April 2020. On 5/8/2020, a \$7,050.00 check from Chharvi & Bhavya, LLC was deposited to Defendant's Wells Fargo personal deposit account number ending 1424 to cover the lease payments for April and May 2020.

(Helms_Willing_ASC_01902)

²⁸⁸ : Helms_Willing_ASC_01934.

²⁸⁹ : Helms_Willing_ASC_02569.

Expenditures

1. I deducted both actual and estimated expenditures for 812/820 Meeting to calculate the net cash received by Defendant:
 - a. Actual expenditures: 812/820 Meeting: Mortgage payments, property insurance, property taxes, bank fees, business license fees, DHEC fees, and a 2016 capital expenditure²⁹⁰.
 - b. Estimated expenditures from 7/1/2015 to 12/31/2020: Cleaning, maintenance, repairs, and capital expenditures.
 - c. Estimated expenditures from 1/1/2021 to 5/1/2024: Property insurance, property taxes, business license fees, DHEC fees, cleaning, maintenance, repairs, and capital expenditures.

²⁹⁰ : In 2016, I observed a capital expenditure of \$12,562.55 paid to CMS Roofing for the roof at 812/820 Meeting. Since the \$12,562.55 was an actual capital expenditure that was identified for 812/820 Meeting, I included the actual expenditure amount of \$12,562.55 instead of the lower estimated expenditure amount in the 2016 calculation.

Estimated Expenditures from 7/1/2015 to 12/31/2020

Cleaning, Maintenance, and Repairs

I performed a calculation of estimated repairs for 2015 and 2017 to 2020.

Defendant reported \$2,670.00 in her 2016 income tax return²⁹¹ for cleaning, maintenance, and repairs costs which I used for the 2016 calculation.

Capital Expenditures

Capital expenditures in this report refer to payments for depreciable assets placed at 812/820 Meeting. Capital expenditures consider the assets Defendant will have to replace or acquire over time due to lessee's ongoing use of property and equipment at 812/820 Meeting.

Since capital expenditures are for assets that depreciate, I used the average depreciation expense taken by Defendant in her available income tax returns as the estimated amount of annual capital expenditures.

The average annual depreciation expense reported in Defendant's tax returns²⁹² for 812/820 Meeting was \$4,742.00. I used \$4,742.00 as the estimated amount of annual capital expenditures for 812/820 Meeting.

²⁹¹ : Helms_Willing_ASC_01179.

²⁹² : Helms_Willing_ASC_00967, Helms_Willing_ASC_01036, Helms_Willing_ASC_01084, Helms_Willing_ASC_01127, and Helms_Willing_ASC_01179.

Estimated expenditures from 1/1/2021 to 5/1/2024:

In 2024, each expenditure was apportioned over four months from 1/1/2021 to 5/1/2024.

1. Property insurance: Property insurance has increased by an average of 4.7% from 2015 to 2020. I applied a 4.7% annual increase to property insurance during the period of 1/1/2021 to 5/1/2024.
2. Property taxes for 812 Meeting increased by an average of 2.1% from 2012 to 2020. I applied a 2.1% increase for 812 Meeting's property taxes from 2021 to 2024.
3. Property taxes for 820 Meeting increased by an average of 3.6% from 2012 to 2020. I applied a 3.6% increase for 820 Meeting's property taxes from 2021 to 2024.
4. I did not observe consistent historical increases in business license fees or DHEC fees. I input these costs each year from 2021 to 2024 at their most recent amount: \$182.51 on 6/9/2020 for business license fees and \$100.00 on 11/14/2019 for DHEC fees.
5. I did not observe consistent historical increases in cleaning, maintenance, repairs, or capital expenditures. I input these costs from 1/1/2021 to 5/1/2023 at the historical averages I included for the period of 7/1/2015 to 12/31/2020.²⁹³

²⁹³ : Further, if these costs were materially greater than the averages I calculated, I would have expected Defendant to increase the lease payment above \$3,800.00 to compensate Defendant for the increased costs.

Discount Rate

Since there is a future component to this calculation, the future amounts need to be brought back to the present using a discount rate.

I chose 1.67% as the discount rate²⁹⁴ to apply to net cash amounts during the period of 1/1/2022 to 5/1/2024.

In this matter, the discount rate should reflect the risk of non-payment. Defendant has a signed agreement²⁹⁵ with Mr. Viral Patel and Mr. Dipal Patel guaranteeing the monthly lease payments. This Guaranty significantly reduces the risk of uncertainty about whether Defendant will receive future payments of \$3,800.00.

Lower discount rates are appropriate when there is greater certainty that a lessee will make future payments in full and on time. Outside of the period of uncertainty that existed in the early days of the COVID-19 pandemic, the lessees have a historical track record of making timely lease payments in full.

²⁹⁴ : 1.67% reflects the average 5-year Treasury Constant Maturity Rate from 2/11/2016 to 2/11/2021 (Retrieved from: <https://fred.stlouisfed.org>). I specifically chose the 5-year Treasury as the 5-year period is the closest to the 4-year future period considered in this calculation.

²⁹⁵ : Helms_Willing_ASC_02594.

1904 Oceola

Actual Expenditures

1. Defendant had actual expenditures related to 1904 Oceola during the period of 7/1/2015 to 12/31/2020.
2. The actual expenditures were for mortgage payments, utilities charges, cable payments, and property insurance.
3. I calculated **\$60,745.64** in actual expenditures made by Defendant for 1904 Oceola during the period of 7/1/2015 to 12/31/2020:

Year	Expenditures
2015 (partial)	5,529.27
2016	12,940.33
2017	13,396.99
2018 (partial)	3,613.55
2019	12,766.33
2020	12,466.77
Total	60,713.24

Exhibit 1: Sources of Information

1. Trial Transcript.
2. Real estate transfer and mortgage documents.
3. Wells Fargo deposit account records.
4. Responses to information requests provided by the parties.
5. Case files for this matter.
6. Settlement agreement and case files for the litigation matter brought by L&D and Defendant alleging defective gasoline storage tanks.
7. Defendant's state and federal income tax returns.
8. Closing documents for the sale of Jimmy's Mini Mart.
9. SCSOS search return for L&D.
10. Federal Reserve Economic Data published by the St. Louis Federal Reserve.
11. Lexington and Richland County real estate property tax records associated with the disputed properties.
12. Lexington and Richland County personal property tax records associated with the disputed properties.
13. Lexington County's Register of Deeds for filings related to disputed properties in Lexington County.

Exhibit 2: Detailed Background Information for L&D

1. L&D was organized in South Carolina on 12/17/1997.²⁹⁶
2. Plaintiff is identified as the registered agent of L&D.²⁹⁷
3. Plaintiff testified that he formed L&D, and L&D stood for two of Plaintiff's children's names, Logan and Dalton.²⁹⁸
4. Plaintiff testified that:
 - a. L&D was originally in the *name* of Plaintiff's ex-wife, Sandy Helms.²⁹⁹
 - i. It is unclear whether Plaintiff identified Sandy Helms as an officer of L&D or whether he transferred legal ownership of L&D to Sandy Helms.
 - b. He transferred L&D to his daughter, Christa Wilks, in 2000.³⁰⁰
5. Plaintiff testified that he purchased Alice's Food & Beverage (Alice's) in 2000 from his son-in-law Michael Wilks for \$18,000.00.³⁰¹
6. Alice's operated out of 812 Meeting³⁰²
7. Alice's Food & Beverage operated as an alias of L&D.³⁰³

²⁹⁶ : Helms_Willing_ASC_02089.

²⁹⁷ : Helms_Willing_ASC_02089.

²⁹⁸ : Helms_Willing_ASC_00138.

²⁹⁹ : Helms_Willing_ASC_00138.

³⁰⁰ : Helms_Willing_ASC_00177-Helms_Willing_ASC_00179.

³⁰¹ : Helms_Willing_ASC_00032, Helms_Willing_ASC_00180-Helms_Willing_ASC_00181, and Helms_Willing_ASC_00230.

³⁰² : Helms_Willing_ASC_00032.

³⁰³ : Helms_Willing_ASC_01202.

8. Plaintiff testified that he forged Michael Wilks name (Plaintiff's son-in-law) and Defendant forged Christa Wilks name on a document that purported to transfer L&D to Defendant³⁰⁴. Plaintiff testified that L&D was transferred to Defendant in 2003.³⁰⁵
9. Defendant testified that she does not have a document that actually conveyed L&D to her.³⁰⁶
10. Defendant testified that she put \$20,000.00 in the bank account of Alice's Food & Beverage in exchange for a promissory note signed by Christa and Michael Wilks on 12/12/2003.³⁰⁷
11. Defendant testified that she did not enter into negotiations for the promissory note.³⁰⁸
12. The promissory note:
 - a. Does not identify any collateral.
 - b. Does not identify a convertible interest in the equity of L&D or Alice's upon an option or default.
 - c. Is missing terms that are used by the IRS identify a bona fide debt.³⁰⁹
 - d. Was payable upon demand, but I did not observe any evidence that Defendant demanded repayment from Christa and Michael Wilks.

³⁰⁴ : Helms_Willing_ASC_00139.

³⁰⁵ : Helms_Willing_ASC_00230.

³⁰⁶ : Helms_Willing_ASC_00077.

³⁰⁷ : Helms_Willing_ASC_00072-Helms_Willing_ASC_00073 and Helms_Willing_ASC_00078;

Helms_Willing_ASC_02567.

³⁰⁸ : Helms_Willing_ASC_00318.

³⁰⁹ : The promissory note is missing an interest rate, periodic payment amount, payment frequency, and maturity date.

13. Plaintiff testified that he and Defendant changed the name of Alice's to Jimmy's [Mini Mart].³¹⁰
14. Jimmy's Mini Mart operated as an alias of L&D.³¹¹
15. L&D was identified as the borrower on a mortgage given by Defendant to Carolina First Bank on 1/6/2006 which was secured by 812/820 Meeting.³¹²
16. Defendant reported the income/losses of Jimmy's Mini Mart operations in her income tax returns.³¹³
17. Defendant testified that she managed the daily operations of Jimmy's Mini Mart related to personnel, tax compliance, and acquisitions of supplies.³¹⁴
18. Defendant testified that Plaintiff also worked at Jimmy's Mini Mart.³¹⁵
19. Defendant testified that she and Plaintiff both worked together during the period they lived together.³¹⁶
20. Plaintiff testified that Defendant helped Plaintiff by working at Alice's/Jimmy's Mini Mart.³¹⁷
21. Plaintiff testified that he ran the register and stocked the boxes while Defendant performed accounting duties and acquisitions.³¹⁸

³¹⁰ : Helms_Willing_ASC_00230.

³¹¹ : Helms_Willing_ASC_01215.

³¹² : Helms_Willing_ASC_01204.

³¹³ : Helms_Willing_ASC_00963 and Helms_Willing_ASC_01121.

³¹⁴ : Helms_Willing_ASC_00294.

³¹⁵ : Helms_Willing_ASC_00042 and Helms_Willing_ASC_00087.

³¹⁶ : Helms_Willing_ASC_00099.

³¹⁷ : Helms_Willing_ASC_00115.

³¹⁸ : Helms_Willing_ASC_00119.

22. In the *Asset Purchase Agreement* for the purchase of Jimmy's Mini Mart, L&D was identified as operating under the alias Jimmy's Mini Mart.³¹⁹
23. Chharvi & Bhavya, LLC was the buyer of Jimmy's Mini Mart under the *Asset Purchase Agreement*.³²⁰ Mr. Viral Patel is a member of Chharvi & Bhavya, LLC.³²¹
24. In Mr. Viral Patel's testimony, he stated that he understood the sellers of Jimmy's Mini Mart to be Plaintiff and Defendant.³²²

³¹⁹ : Helms_Willing_ASC_02575.

³²⁰ : Helms_Willing_ASC_02575.

³²¹ : Helms_Willing_ASC_02579.

³²² : Helms_Willing_ASC_00273.

Exhibit 3: Ownership and Control Characteristics of L&D

1. Plaintiff and Defendant:

- a. Have been identified as authorized signers³²³ on four of L&D's deposit accounts at Wells Fargo.³²⁴ Deposit accounts are like the central nervous system of a retail business like L&D. Most transactions that are critical to the normal operations of a business pass through deposit accounts. Authorized signers on the deposit account(s) of a business effectively control critical business operations such as inventory acquisitions, payroll, and debt payments.

³²³ : aka *signatory authority*.

³²⁴ : Helms_Willing_ASC_02611.

2. Plaintiff:

- a. Has been the registered agent of L&D since at least 5/27/2005.³²⁵
- b. Owned 812 Meeting³²⁶ before transferring it to Defendant on 1/6/2006 for \$5.00.
- c. Has been identified as having the alias of Jimmy's Mini Mart in AT&T phone bills³²⁷ and a letter from SCE&G³²⁸.
- d. Worked at Jimmy's Mini Mart according to Defendant's testimony.³²⁹
- e. Signed checks for L&D.³³⁰
- f. Testified that he ran the register and stocked the boxes [at Jimmy's Mini Mart].³³¹
- g. Claimed to take out draws as an owner of Jimmy's Mini-Mart.³³²
- h. Claimed to write checks for Jimmy's Mini-Mart and L&D.³³³
- i. Testified that he also operated video poker machines through L&D.³³⁴
- j. Plaintiff testified that he and Defendant changed the name of Alice's to Jimmy's [Mini Mart].³³⁵
- k. Claimed to have worked at Jimmy's Mini Mart.³³⁶
- l. Claimed to have received a W-2 for work at Jimmy's Mini Mart.³³⁷

³²⁵ : Helms_Willing_ASC_02089.

³²⁶ : One of two parcels (820 Meeting) where Jimmy's Mini Mart has operated.

³²⁷ : Helms_Willing_ASC_02209 and Helms_Willing_ASC_02216.

³²⁸ : Helms_Willing_ASC_02206. Identifies 6/29/2005 as the service start date.

³²⁹ : Helms_Willing_ASC_00042 and Helms_Willing_ASC_00087.

³³⁰ : Helms_Willing_ASC_02872, Helms_Willing_ASC_02880, and Helms_Willing_ASC_02882.

³³¹ : Helms_Willing_ASC_00119.

³³² : Helms_Willing_ASC_01990-Helms_Willing_ASC_01991.

³³³ : Helms_Willing_ASC_01990-Helms_Willing_ASC_01991.

³³⁴ : Helms_Willing_ASC_00199.

³³⁵ : Helms_Willing_ASC_00230.

³³⁶ : Helms_Willing_ASC_02116.

³³⁷ : Helms_Willing_ASC_02116.

3. Defendant:

- a. Has given at least one mortgage secured by 812 Meeting where L&D was identified as the borrower.³³⁸
- b. Has paid down debt borrowed by L&D³³⁹ using personal funds³⁴⁰.
- c. Signed checks for L&D.³⁴¹
- d. Represented her employer to be *Jimmy's Mini Mart* in a signature card for a personal deposit account at Wells Fargo.³⁴²
- e. Was identified as the sole member of L&D in a non-compete agreement signed between L&D and the buyers of Jimmy's Mini Mart.³⁴³
- f. Reported the income/losses of Jimmy's Mini Mart operations in her income tax returns.³⁴⁴
- g. Performed accounting duties and acquisitions according to Plaintiff's testimony.³⁴⁵
- h. Testified that she managed the daily operations of Jimmy's Mini Mart related to personnel, tax compliance, and acquisitions of supplies.³⁴⁶
- i. Testified that she and Plaintiff both worked together during the period they lived together.³⁴⁷

³³⁸ : Helms_Willing_ASC_00385 and Helms_Willing_ASC_00389.

³³⁹ : Helms_Willing_ASC_01217 and Helms_Willing_ASC_02603.

³⁴⁰ : Helms_Willing_ASC_01217 and Helms_Willing_ASC_02642; Helms_Willing_ASC_02085; The balance in this account was \$4,630.18 immediately prior to the deposit from Defendant's retirement account. Helms_Willing_ASC_02603 and Helms_Willing_ASC_02087; On 2/8/2019, Defendant transferred \$128,378.12 from her retirement account to her personal deposit account at Wells Fargo. As of 2/15/2019, the payoff balance was \$25,054.09. On 2/15/2019, Defendant withdrew \$25,054.09 to pay off this debt.

³⁴¹ : Helms_Willing_ASC_02823-Helms_Willing_ASC_02832.

³⁴² : Helms_Willing_ASC_02617.

³⁴³ : Helms_Willing_ASC_02598-Helms_Willing_ASC_02599.

³⁴⁴ : Helms_Willing_ASC_00963; Helms_Willing_ASC_01121.

³⁴⁵ : Helms_Willing_ASC_00119.

³⁴⁶ : Helms_Willing_ASC_00294.

³⁴⁷ : Helms_Willing_ASC_00099.

From: Manning, L. Casey Law Clerk (Harvey Shiver) <CManningLC@sccourts.org>
Sent: Tuesday, March 2, 2021 2:53 PM
To: Jake Moore <jake@mttlaw.com>; Lakesha Jeffries <ljeffries@jeffrieslawsc.com>
Cc: Diane Corley <diane@mttlaw.com>
Subject: RE: Forensic Accounting Report C/A No. 2015-CP-40-07268 Jimmy Helms v. Debbie Willing

Attached are the summary report and detailed report from Marcus Hodge, forensic accountant in the above-captioned case, and a copy of the final invoice for Mr. Hodge's work. Thank you.

Harvey Edward Shiver II

Law Clerk for The Honorable L. Casey Manning
Chief Administrative Judge, Common Pleas
Fifth Judicial Circuit
Richland County Judicial Center
1701 Main Street, Room 214
Columbia, SC 29201
Office: 803-576-1774
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March 17, 2021

The Honorable Casey Manning  
PO Box 192  
Columbia, SC 29202-0192

**RE: JIMMY HELMS VS. DEBBIE WILLING**

Case No.: 2015-DR-40-7268

Dear Judge Manning:

I am in receipt and review of the Accounting report prepared by Mr. Hodge. Respectfully, on behalf of Ms. Willing, we accept Mr. Hodge's report as the Court's evidence. Throughout the duration of this case and at no time was Mr. Helms denied an opportunity to hire and retain his own accountant so that his opinions regarding property values could be supported. Mr. Helms has not hired an accountant and we believe speculation as to values may be inappropriate.

I have no objection to the Court setting this matter for a status conference and will make myself available; however, I did want to clarify that Ms. Willing's position regarding Mr. Hodge's report are not aligned with that of Mr. Helm's.

With kindest regards,

Sincerely,

  
Lakesha Jeffries

LWJ/jyw

cc: Deborah Willing  
S. Jahue Moore, Esquire

ROA 000731

**rom:** Jake Moore <jake@mttlaw.com>  
**Sent:** Thursday, July 8, 2021 8:42 AM  
**To:** Lakesha Jeffries  
**Subject:** FW: Helms v. Willing Motion to Reconsider

**From:** Manning, L. Casey Law Clerk (Harvey Shiver) [mailto:CManningLC@sccourts.org]  
**Sent:** Tuesday, July 6, 2021 2:41 PM  
**To:** Jake Moore <jake@mttlaw.com>  
**Cc:** Diane Corley <diane@mttlaw.com>  
**Subject:** RE: Helms v. Willing Motion to Reconsider

Mr. Moore,

Judge Manning requests that you prepare a proposed order denying the motion to reconsider in the Helms v. Willing case. Please email the order when finished. Thank you.

***Harvey Edward Shiver II*** (he/him)  
Law Clerk for The Honorable L. Casey Manning  
Chief Administrative Judge, Common Pleas  
Fifth Judicial Circuit  
Richland County Judicial Center  
1701 Main Street, Room 214  
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Apr 18 2022
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable L. Casey Manning

Circuit Court Case No. 2015-CP-40-07268
Appellate Case No. 2021-000898

Jimmy Helms.....Respondent,

v.

Debbie Willing, ...Appellant.

CERTIFICATE OF COUNSEL

Pursuant to Rule 210, SCACR, I certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Respectfully submitted,

FORD WALLACE THOMSON LLC

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April 13, 2022
Charleston, South Carolina