

THE STATE OF SOUTH CAROLINA
The Court of Appeals

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SC Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas
Courtney Clyburn Pope, Circuit Court Judge

Appellate Case No: 2021-001253

Deborah T. Weeks Appellant

v.

David W. Weeks Respondent

In Re: Estate of James Randall Weeks, Jr.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

DEBORAH T. WEEKS,)
)
Petitioner,)
)
vs.)
)
DAVID W. WEEKS,)
)
Respondent.)
)
IN RE: ESTATE OF JAMES)
RANDALL WEEKS, JR.)
_____)

IN THE PROBATE COURT
CASE NUMBER 2017ES02-0855

ORDER

A hearing in this matter was held before me on February 27, 2020. Present were Petitioner, Deborah T. Weeks (Deborah) and her attorney, Leon Green, Esq. Also present was Respondent, David W. Weeks (David), Dawn Weeks (Dawn), the daughter of the Decedent, and Arthur W. Rich, Esq., Attorney for David. After taking testimony from Deborah, David and Dawn, I find the following facts.

FACTS

The Decedent, James Randall Weeks, Jr. (Decedent), died on August 16, 2017. He left his Last Will and Testament dated February 9, 2001, under which all assets were devised to his two children, Joshua Randall Weeks and Miranda Dawn Weeks, or the survivor thereof, in equal shares. Joshua Randall Weeks predeceased Decedent and therefore Miranda Dawn Weeks (Dawn) is the sole beneficiary under the Will.

The Decedent's brother, David, was appointed in the Will as the Personal Representative of the estate and has been issued Letters Testamentary by this Court and is currently acting in that capacity.

Deborah filed a Petition with this Court alleging that she was entitled to an elective share against the estate of the Decedent. David, in his capacity as Personal Representative, filed an Answer to the Petition for an elective share denying the claim.

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The Court finds as a matter of fact that the claim was timely filed.

The amended Inventory and Appraisement in this estate indicates assets of real estate of \$77,110.35 and miscellaneous personal property of \$19,555.00. The real estate consists of two parcels. Parcel number one is approximately 255 acres located in Aiken County, S.C. The valuation on the Inventory indicates that the appraised value of the property is \$670,000.00 less a forty (40%) percent discount, giving a value of the Decedent's interest of \$69,310.35.

Decedent's interest in this property was inherited from his mother, Harriett J. Weeks, who died on November 11, 2010. A Deed of Distribution from the estate of Harriett J. Weeks was issued on April 5, 2012. The Deed of Distribution conveyed the property as follows:

- (1) To David W. Weeks as Trustee for the Benson A. Weeks Trust, an 8/29th interest;
- (2) To David Weldon Weeks, an 8/29th interest;
- (3) To Sylvia M. Studley f/k/a Marilyn W. Burris, an 8/29th interest; and
- (4) To James Randall Weeks, Jr., a 5/29th interest.

The Deed of Distribution indicates that the original tract was 320 acres, less a tract of 32 acres, and less a second tract which had been sold out of the property.

This property has been in the Weeks family since 1894. The property was originally sold to Luther J. Weeks by deed of J.V.D. Weeks, et al, dated April 2, 1894, recorded in Title Book Y, Page 243, records of Aiken County, S.C. The property was subsequently conveyed from Luther J. Weeks to Alvin W. Weeks on November 13, 1944, recorded in Title Book 94, Page 218, records of Aiken County, S.C. Subsequently, Alvin W. Weeks died on July 30, 1956 devising his property to his wife, Cora Randall Weeks for her lifetime and the remainder to his children under his Last Will and Testament. Cora Randall Weeks later died and the property was conveyed by her heir, Sylvia M. Weeks, to Harriett K. Weeks by deed dated April 14, 1978, recorded in Title Book 605, Page 142; by her heir, David W. Weeks, to Harriett K. Weeks by deed dated April 4, 1978, recorded in Title Book 605, Page 155; by her heir, Benson A. Weeks

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J.D.W.*

by deed dated April 5, 1978 in Book 605, Page 139; and by her heir, James R. Weeks by deed dated June 21, 1979 in Book 646, Page 62, records of Aiken County, S.C. Accordingly it appears from the records that this property has been in the Weeks family for approximately 126 years.

At the death of Harriett Kilgore Weeks, her estate had her property appraised. A copy of an appraisal was filed with the Court, which said appraisal was completed by Holstein Appraisals of Batesburg-Leesville on September 6, 2011. The appraised value of the property at that time was \$670,000.00. The appraisal indicates that the property consisted of 320 acres of cropland and woodland improved with a farmhouse. It is evident that the actual acreage of the property being appraised was approximately 255 acres, not 320 acres. It also appears from the appraisal that the value of any cropland, woodland and timber on the property was included.

Since this property was appraised for the estate of Harriett K. Weeks on September 6, 2011, only seven years prior to the date of decedent, the Court finds that the appraised value of \$670,000.00 has not changed and that it is an accurate appraisal for the purposes of this estate.

The Court further acknowledges that when any individual owns property only owning a fractional interest in the property, that the true value of the property is diminished for a lack of marketability and minority discounts. There are a number of cases, mostly in Federal Court, discussing applicable discounts for lack of marketability and minority discounts.

There are also Treasury regulations regarding the same. The cases as to the appropriate discount range from 20% to 60%. In this particular case, the Personal Representative used a 40% discount, which is the midway point between the generally accepted discount figures of 20% to 60%. The Court therefore specifically finds that the valuation for purposes of this inventory of \$69,310.35 accurately reflects the value of the property in this estate.

The second piece of real estate in the estate is 1121 Weeks Road, which the Personal Representative has shown at a value of \$7,800.00. This property was conveyed from Harriett

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JDR

K. Weeks (the mother of Decedent) to Decedent on June 20, 1983, recorded in Title Book 792, Page 257, records of Aiken County, S.C. The Personal Representative retained the services of Maurice M. Williams, Jr. of Aiken County, S.C., a certified real estate appraiser, to value this property. Mr. Williams submitted his appraisal dated August 21, 2018 indicating a value of \$7,800.00. The Court therefore specifically finds that the valuation of \$7,800.00 on the inventory reflects an accurate value of this property.

Tangible personal property on the amended Inventory consists of 33 items with a total estimated value of \$19,555.00. The Personal Representative testified at the hearing that this indicates an accurate list of tangible property owned by the decedent at the time of his death and the accurate value. There was a good deal of testimony at the hearing from both David, Dawn and Deborah regarding items of tangible personal property. Deborah also submitted a list of what she believes to be tangible personal property of the estate and an estimated value of \$43,080.00. The Court specifically notes that Deborah has not been on the property of the Decedent since the date of their separation in 2010 and therefore had limited information as to which items of tangible personal property that she remembered might still be on the property. Based on the testimony of David and Dawn, the Court specifically finds that the items of tangible personal property owned by the Decedent as listed upon the Inventory, with a value of \$19,555.00, represents an accurate listing of tangible personal property of the estate with a value of \$19,555.00.

Decedent and Petitioner were married on or about January 10, 1998. Previously, Petitioner was married and divorced to three other individuals, namely:

- a. Webb Knox Singletary
Married - December 15, 1973
Divorced - February 21, 1983
- b. Jerry W. Smith
Married - February 26, 1983
Divorced - August 22, 1996

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slr*

- c. Kevin Leroy Shirley
Date of Marriage - unknown
Divorced - January 6, 1998

Decedent married Petitioner on January 10, 1998. From the records it appears that there was significant marital litigation between the parties as shall be described herein but that the parties were never formally divorced.

Petitioner and Decedent had a long involved history of marital litigation prior to the death of Decedent. Initially, Petitioner filed a Petition for an Order of Protection from Decedent on May 3, 2010. An Order was issued by the Aiken County Family Court on May 20, 2010. This Order gave Decedent possession of the marital residence, certain horses and other tangible property to Petitioner and issued a mutual restraining order.

Subsequently, Petitioner filed a Complaint in the Aiken County Family Court asking the Court to provide her with an equitable value of the marital home and its contents, for the decedent to pay certain utilities and maintenance, and to be awarded certain assets of the marriage. An Order by the Aiken County Family Court dated May 20, 2010 indicated that the Petitioner and Decedent had reached an agreement whereby Decedent retained the marital residence and granting Petitioner certain property of the marriage and issuing a mutual restraining order. As part of the marital proceedings, Petitioner filed her affidavit with the Court dated September 8, 2010. Therein she swore that she was making the representations for the purpose of appearing in Family Court at a final hearing for divorce. She states that she had been separated from Decedent since May 1, 2010 and had been continuously separated since that time. She further stated that there was no chance of reconciliation between the parties. She asked for alimony and for division of certain marital assets. She further stated that she was asking the Court to grant a divorce based on the grounds of adultery and physical cruelty and she was asking the Court for equitable division of marital property. Subsequently, the Family Court of Aiken County issued its Order dated November 1, 2010. At that point the parties had reached a temporary agreement regarding all the bills, cell phones, possession of the marital

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home, and other assets. The Order further indicated that a later hearing would be held to address marital property after the payments were made on a vehicle. A Financial Declaration filed with the Court by the decedent dated February 15, 2011 did not indicate the ownership of any real estate.

An Order was issued by the Family Court of Aiken County, S.C. on March 23, 2011. In that Order, the Decedent was ordered to pay alimony to Petitioner and the Order further made division of other tangible property of the marriage. The Order further stated that the parties shall live separate and apart from one another as if they were unmarried. Subsequently, the case was dismissed without prejudice by Order of the Family Court dated August 5, 2012 due to the fact that the parties had failed to pursue the matter further.

It therefore appears that there were three hearings between these parties that were all held on a temporary basis. Deborah received substantial tangible property in the settlement, which was listed on Exhibit F provided to the Court. Deborah specifically denies receiving some of the items and disputes the amount of the items, but even accounting for the items which she denies receiving and the values which she states, it appears to the Court that she still received approximately \$32,000.00 in marital property from the divorce and the Court so finds.

The Court further finds that although the final temporary Order of the Court does not specifically state that all marital assets are divided, that it appears from the division of the assets and the assets that still remain in the estate that Deborah received substantial assets from the divorce, the value of which is at least equal to or higher than the tangible assets owned by the Decedent at the date of his death. The Family Court action was later dismissed for lack of the Petitioner (Deborah) pursuing the matter further. The Decedent was ordered to pay \$250.00 per month to Deborah and according to Deborah, she received this for several months, but the Decedent failed to continue paying alimony. Nevertheless, from 2011 until the date of the death of Decedent, approximately seven years later, Deborah never further pursued divorce and never further pursued action to recover additional property from the marriage. Therefore, the Court

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specifically finds that Deborah received all assets from the marriage to which she was entitled and that the litigation between the parties essentially and for all practical purposes resulted in a final property division of the parties. The Court further notes that the Decedent's interest in the 255 acres was only received by him after the death of his mother which occurred following the final Order of the Family Court in 2011.

In 2013, the Decedent's son, Joshua, died. The health of the Decedent at that time was declining and his daughter, Dawn, moved with her family back onto the family property in Aiken, where she tended to Decedent until his death. Dawn continues to reside in an old farmhouse located on the 255 acre tract. Deborah testified that following the death of Decedent that she applied for and began receiving Social Security benefits based upon the work records of the Decedent. She is currently receiving approximately \$1,300.00 per month.

A list of funeral expenses, administrative expenses and any enforceable claims that have been incurred by the estate to date are in the amount of \$31,583.12 and shown on Exhibit G. The Court therefore specifically finds that the expenses shown on Exhibit G in the amount of \$31,583.12 are valid for the payment of funeral expenses, administrative costs and any enforceable claims.

LAW

In South Carolina the concept of dower and courtesy have been eliminated. To protect the surviving spouse from impoverishment, South Carolina and most other states provide for the right of an elective share. "The legislative purpose behind the elective share statute is to protect the family unit from becoming society's ward by preventing impoverishment of the surviving spouse." Williams v Williams 517 S.E. 2d 689 335 S.C. 386.

"Since State common law did not require a spouse to devise any property to a surviving spouse, statute giving surviving spouse to take elective share is a statute of creation, and, thus, strict compliance with this term is mandatory in order to exercise the right of elective share."

Simpson v. Sanders 445 S.E. 2d 93 314 S.C. 413.

Section 62-2-201 of the S.C. Code of Laws provides for the right of an elective share. An elective share is one-third of decedent's probate estate.

Section 62-2-204 of the S.C. Code of Laws provides in part that the elective share does not apply to "a complete property settlement entered into or in anticipation of separation or divorce." Section 62-2-207(d) of the S.C. Code of Laws provides "in choosing assets to fund the elective share, remaining property of the probate estate is applied so that liability for the balance of the elective share of the surviving spouse is satisfied from the probate estate, with devise abating in accordance with Section 62-3-902. Section 62-2-202 of the S.C. Code of Laws provides that for purposes of computing the elective share that any calculation of the available probate estate must be reduced by funeral and administrative expenses and enforceable claims.

S.C. further limits property which may be divided between the spouses in a divorce action for equitable distribution. Pursuant to Section 20-3-630 of the S.C. Code of Laws, property "acquired by either party by inheritance, devise, bequest, or gift from a party other than the spouse" is not subject to marital division.

In many states there are statutes which would prevent the Petitioner in this case from receiving an elective share. For example, in New Jersey the elective share statute provides that there is no elective share where "provided that at the time of death the decedent and the surviving spouse or domestic partner had not been living separate and apart in different habitations or had not ceased to cohabit as man and wife, either as the result of judgment of divorce from bed and board or under circumstances which would have given rise to a cause of action for divorce or nullity of marriage to a decedent prior to his death under the laws of this State." NJ Rev Stat § 3B:8-1 (2013). In Pennsylvania an elective share is not allowed "in the event a married person domiciled in this Commonwealth dies during the course of divorce proceedings, no decree of divorce has been entered pursuant to 23 Pa.C.S. § 3323 and grounds have not been established as provided in 23 Pa.C.S. § 3323(g)". 20 PaC.S. § 2203(c)

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[Signature]

Further in Connecticut, no elective share is allowed "if such surviving spouse, without sufficient cause, abandoned the other and continued such abandonment to the time of the other's death" CT Gen Stat § 45a-4536(g).

For legal purposes, a fair market value of property transferred to another party is measured on the date of the transfer "as the price at which the property would change hands between a hypothetical willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts." Treasury Regulation Section 20.2031-1(b). Real estate fractional ownership interests, also called a tenancy in common interest, exist as in this case when two or more co-tenants each own a separate fractional share of undivided property. In the absence of an agreement between the co-tenants, each co-tenant may possess and enjoy the entire real estate. Although having equal right to possess and enjoy, he or she cannot exclude the other co-tenants or designate any portion as his or her own. Real estate fractional ownership interests typically suffer from the valuation influences of a lack of marketability and a lack of ownership control. There are numerous cases in the tax court and federal court which support discounting for both minority discounts and lack of marketability. For cases discussing discounting for lack of marketability, see Lefrak vs. Commissioner 66 T.C.M. 1297(1993). Also, Connecticut Bank and Trust Company vs. U.S. 71-1 USTC #12,753 (439 F.2nd 931), For a case discussing the applicability of minority discounts, see Propsta vs. U.S. #82-2 USTC #13,502 (680 F.2nd 1248). Also see Bright vs. U.S. 81-2 USTC #13,436 (658 F.2nd 999).

DISCUSSION

Respondent argues that if the Court should determine that Petitioner is entitled to an elective share, that Petitioner should receive no elective share from the real estate owned by the Decedent. Decedent owned two parcels of property at his death, both of which were received from his mother, Harriett Kilgore Weeks. The property at 1121 Weeks Road, valued at \$7,800.00, was deeded to Decedent by his mother in 1983. It is a parcel of land with no

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improvements thereon. The second property owned by the Decedent was an undivided 5/29th interest in approximately 255 acres which was owned by Decedent's mother, Harriett Kilgore Weeks, at the time of her death. Pursuant to the Last Will and Testament of Harriett Kilgore Weeks, the Decedent inherited a 5/29th interest in this property. Harriett Kilgore Weeks died on November 11, 2010 at the time when the Decedent and Petitioner were already separated. The property was later conveyed to Decedent in 2012 from the Estate of Harriett Kilgore Weeks. It is therefore obvious that the 5/29th interest in the property was not property owned by the Decedent or Petitioner during their marriage and should be excluded from any claim of elective share by Petitioner. Section 20-3-630 of the S.C. Code of Laws specifically states that property which is acquired by either party "by inheritance, devise, bequeath or gift from a party other than the spouse is not subject to marital division." Although our elective share statute is not specific, the principle as stated under Section 20-3-630 should apply equally to claims under the elective share. The rationale here, of course, is that a surviving spouse or a spouse under divorce litigation should have no claim to property acquired by the other party by inheritance or gift from a third party such as in this case which was clearly owned by Decedent's mother. Further, the property was not even in the name of Decedent at the time of the separation of the parties due to the fact that Decedent's mother was still living. If Petitioner is allowed to claim an elective share interest against an inherited property of the Decedent, she would be receiving assets which she clearly would not have been able to receive had the divorce been finalized.

Respondent further argues that in the event that the Court determines that the elective share should apply to the inherited real estate and the lot deeded to Decedent by his mother, that the

Court should order that the estate may pay a sufficient sum to Petitioner for her interest in the property. Discounts for lack of control and minority interests are well established. Most of the cases in this area in the Tax Court and Federal Court are based on Federal law for gift and estate tax purposes, however the principle of the valuation discount should equally apply in an

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estate. Respondent argues that if the Court should find such an interest, that the 40% discount as applied to the valuation of the inventory is correct.

Respondent further argues that if the Court allows an elective share, that it must be reduced by the value of the funeral and administrative expenses and enforceable claims pursuant to Section 62-2-202 of the S.C. Code of Laws. The amount of administrative expenses, funeral and enforceable claims as testified to by Respondent and pursuant to Exhibit G are \$31,583.12.

Respondent further argues that if the real estate is excluded from the estate, that the only assets in the estate that are subject to equitable distribution are the tangible property with a value of \$19,555.00, which is significantly less than the estate expenses. Therefore, the amount of the elective share will be reduced to zero excluding real estate.

The guiding principle for the elective share is based on the social argument that a surviving spouse should not be totally impoverished at the death of a spouse. In this case, however, the Decedent was the fourth husband of the Petitioner and they had been separated for approximately seven years prior to the death of the Decedent. Petitioner initiated Family Court action for separation and divorce and there were three hearing in the Family Court. The Family Court Order provided for separation and division of many items of tangible personal property and ordered the Decedent to pay alimony. It is obvious from the proceedings that the Petitioner had ample opportunity to visit the marital property and to remove most, of not all, of the property which she desired. In fact, the records reveal that the items removed by Petitioner had a value which likely exceeded the tangible property of the Decedent at the time of his death.

The Family Court actions were initiated by Petitioner. She failed to pursue the divorce, although she had previously asked for it in her pleadings. The Family Court action was dismissed by Administrative Order for failure to pursue the action.

Petitioner would not have been able to recover any interest in the Decedent's real estate in the divorce action based upon Section 20-3-630 of the S.C. Code of Laws. She now,

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[Signature]*

therefore, seeks an elective share in the inherited and gifted property owned by Decedent which he received from his mother, which would have been unavailable to her in the divorce. Should this Court allow her to receive an elective share against the inherited property, this would grant property to her unavailable in the Family Court action. This is an obvious unjust result. This Court is obligated to follow the law, but it is not obligated to turn a blind eye to justice. "A wrong does not cease to be a wrong because it is cloaked in the form of law." Newman v Dore 275 N.Y. 371, 9 N.E. 2d 968.

IT IS THEREFORE ORDERED that it is the finding of this Court that Petitioner's Elective Share claim in hereby disallowed. Petitioner is entitled to nothing for her Elective Share Claim against the estate of the Decedent due to the fact that there was essentially and for all practical purposes, a Family Court Order terminating all marital rights and equitable distribution between the spouses.

So Ordered this 15th day of May, 2020.

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Tonya L. Marchant

Honorable Tonya L. Marchant
Probate Judge for Aiken County, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

THIS IS TO CERTIFY THAT THIS THE FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE IN THIS COURT
WITNESS MY HAND AND SEAL OF THE COURT THIS THE

15th DAY OF May A.D. 2020

Tonya L. Marchant
JUDGE OF PROBATE FOR AIKEN COUNTY, S.C.

BY [Signature] CLERK

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STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

Debra Weeks)

Plaintiff(s),)

vs.)

James R. Weeks)

Defendant(s).)

IN THE FAMILY COURT
SECOND JUDICIAL CIRCUIT

ORDER OF DISMISSAL
(Without Prejudice)

Docket No. 2010 -DR-02- 1080

WHEREAS by administrative order of the Chief Justice of South Carolina dated May 9, 2006, it was ordered that all domestic relations cases with the exception of DSS Abuse and Neglect cases shall be disposed of within 365 days of their filing; and

WHEREAS pursuant to said order the Chief Administrative Judge for Family Court shall direct and oversee the monitoring of all cases which are older than 365 days, and for which no final hearing has been requested; and

WHEREAS, this case is over 365 days old and no request for a hearing or pretrial/status conference has been made by any unrepresented party or attorney of record despite being noticed to make such request within thirty (30) days and despite being noticed that failure to make such request within such thirty (30) day period would result in the case being dismissed without prejudice, all pursuant to administrative order of the undersigned;

IT IS THEREFORE ORDERED that this case is dismissed without prejudice;

IT IS FURTHER ORDERED any orders previously issued in this case shall be of no further effect, shall no longer be subject to enforcement, and any support arrearages having accumulated under this case number pursuant to a temporary order are hereby dismissed.

IT SO ORDERED.

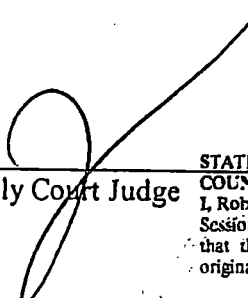
Date: 8/5, 2012

Aiken, S.C.

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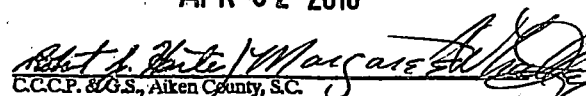
SCCA 469 (12/2009)


Family Court Judge

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

I, Robert J. Harte, Clerk of Court of Common Pleas and General Sessions for Aiken County, South Carolina do hereby certify that the foregoing constitutes a true and correct copy of the original documents which have been filed in my office this

APR 02 2018


C.C.P. & G.S., Aiken County, S.C.

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FOR CLERK OF COURT OFFICE USE ONLY

Docket No. 2010-DR-02-1080

This judgment was entered on the AUGUST 6, 2012 and a copy mailed first class or placed in the appropriate attorney's box on AUGUST 6, 2012 to attorneys of record or to parties when appearing pro se) as follows:

ATTORNEY (S) FOR THE PLAINTIFF(S)

BRETT LANCER (M)
DEBRA WEEKS
33 ALICIA DRIVE
AIKEN, SC 29801

ATTORNEY (S) FOR THE DEFENDANT (S)

P. A. ANDERSON (B)
JAMES R. WEEKS
1123 WEEKS RD.
AIKEN, SC 29801

GUARDIAN AD LITEM

Court Reporter: _____

Custodial Parent (if applicable): _____



CLERK OF COURT

By: ASHLEY GUNTER 

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)
DEBRA WEEKS,)
Plaintiff,)
v.)
JAMES RANDALL WEEKS,)
Defendant.)

IN THE FAMILY COURT OF THE
SECOND JUDICIAL CIRCUIT

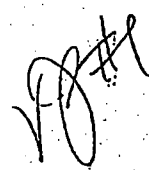
CASE NO: 2010-DR-02-1080

TEMPORARY ORDER

DATE OF HEARING: February 15, 2010 at 10:00 a.m.
TRIAL JUDGE: Honorable Vicki Snelgrove
PLAINTIFFS' ATTORNEY: Sidney Jones
DEFENDANTS' ATTORNEY: Andy Anderson
COURT REPORTER: Cheri Young *vs*

This matter came before the Court pursuant to a motion for temporary relief. This case was initiated with the filing of a Summons, Complaint, and Motion for Temporary Relief by Plaintiff on July 15, 2010. Defendant's attorney Andy Anderson accepted service of the pleadings on July 19, 2010. At the hearing, the Plaintiff was represented by Sidney Jones and the Defendant by ~~Kris~~ ^{rv Andrew} Anderson.

A previous temporary hearing has been held on September 8, 2010 where an agreement was read into the record that notified the Court of the parties' personal assets that must be equitably distributed and that a temporary agreement concerning some of the items had been reached. It was explained that the Defendant is paying for the Plaintiff's truck, insurance and cell phones and will continue to do so until the truck is paid for in December 2010; and the parties were asking the Court to approve a temporary order until December 2010 when the



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AIKEN COUNTY**

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parties will request another hearing to address the remaining issues. The Plaintiff's attorney then published the agreement on the record and the Defendants attorney agreed.

The hearing today is to address those issues since the vehicle at issue is now paid in full.

It is agreed that:

1. The parties shall live separate and apart from one another, free from the control, restraint or interference of the other, as if they were unmarried.
2. The Defendant shall have use and possession of the marital home until a later hearing to determine the assets that shall be divided.
3. The Plaintiff will have possession of her '04 GMC truck and the Defendant will provide full coverage insurance on same.
4. The Defendant continues to pay for the Defendants cell phone package as is now done.
5. The Plaintiff shall remove her name from any joint bank accounts that might be in existence with the Defendant.
6. The Defendant has accounted for any deposits that might have been made to any of his accounts from any source that were made to benefit the Plaintiff's children.
7. The Defendant shall take all financial records in this possession to an agreed upon accountant.
8. The Plaintiff has not received the "blue tractor" as the last order stipulated and the Defendant will not do anything to hinder its removal into the Plaintiff's possession. This does not remove this tractor from the inventory of marital assets. The Plaintiff agrees to be the only person to use the tractor while it is in her possession and agrees to make that Defendant aware of the tractor's location.

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9. Both parties still agree to cooperate with the identification and appraisal of all marital property and are restrained from transferring, disposing of, devaluing, moving, hiding, or in any way interfering with the orderly identification and placing value on said property.

10. The parties shall be mutually restrained from harming, harassing, threatening, molesting, stalking, tracking or in any way interfering with the other, whether in person, by telephone, e-mail, text messages, voicemails, or any other electronic or other means.

11. The parties agree that they may conduct discovery in accordance with the South Carolina Rules of Family Court and the South Carolina Rules of Civil Procedure and that a hearing will be requested to address the marital property after the Plaintiff's truck payments are complete.

CONCLUSIONS OF LAW

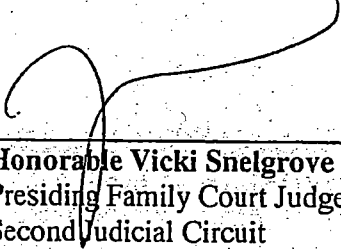
This Court has jurisdiction of the parties and subject matter. I find that the parties have entered into this agreement knowingly, freely and voluntarily, that they understand the agreement and its most recent changes, that they were not under duress or coercion to enter into the Agreement, that they believe the agreement is in their best interests, that they can abide by the Agreement, and that they wish the Court to make this Agreement an Order of the Court and leave this case open pending a division of the marital assets and a final hearing for divorce is held. The parties understand that a violation of this Order could subject them to the contempt powers of the Court.

The Court does find a disparity in income and the Defendant is to pay the Plaintiff \$250.00 per month in alimony due on the first (1st) of each month, commencing April 1, 2011. If the payment is ever more than 5 days late then the Plaintiff can file an affidavit to the same and have the payments paid through the clerk of court including the 5% surcharge. vj

YJ #3

IT IS ORDERED that the Agreement of the parties as stated herein is approved and is the Order of this Court.

AND IT IS SO ORDERED!



Honorable Vicki Snelgrove
Presiding Family Court Judge
Second Judicial Circuit

Aiken, South Carolina

March 23, 2011

FAILURE TO COMPLY WITH THIS ORDER WILL SUBJECT THE OFFENDER TO AN ORDER OF CONTEMPT WITH A POSSIBLE PENALTY OF UP TO ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) IN FINES AND/OR TWELVE MONTHS IMPRISONMENT AND/OR THREE HUNDRED HOURS OF COMMUNITY SERVICE.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)
)
 DEBORAH WEEKS,)
 PLAINTIFF,)
)
 VS.)
)
 JAMES R. WEEKS, II,)
 DEFENDANT.)
 _____)

IN THE FAMILY COURT
 SECOND JUDICIAL CIRCUIT
 Case No.: 10-DR-02-658

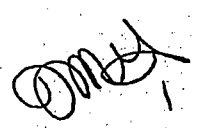
ORDER

Date of Hearing: May 11, 2010
 Presiding Judge: Dale M. Gable
 Court Reporter: Jennifer Smith
 Attorney for Plaintiff: None
 Attorney for Defendant: P. Andrew Anderson

This matter was set for an Order of Protection hearing. Plaintiff appeared with her representative from the Cumbee Center while Defendant appeared with his attorney. Plaintiff filed her Summons and Petition on May 5, 2010. Defendant was properly, personally served therewith. Upon the calling of this case, Defendant's attorney informed the Court that it appeared that the parties would be able to work out an agreement in this regard. After a brief recess, an agreement was reached. This Court finds that it does have jurisdiction over these parties and the subject matter of this action. Furthermore, venue is also proper in this Court.

The parties' agreement is as follows:

1. Defendant shall maintain possession of the marital residence.
2. Plaintiff shall retrieve from the marital residence the following: the thirteen horses, all of the horse took and equipment, the horse trailer, the fifth wheel, and all of her and her daughter's personal effects (clothes, toiletries, medications, and jewelry). To accomplish retrieving these items, Plaintiff shall contact the Aiken County Sheriff's Office who should escort her onto the property and ensure a peaceful exchange. Defendant shall cooperate in this regard.



FILED
 AIKEN COUNTY

MAY 28 2010
 3:56 AC
 CLERK OF COURT

000019

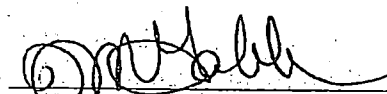
3. When Plaintiff comes to retrieve the items listed, she shall return to Defendant her keys to the marital residence and the church.
4. Both parties are restrained from: communicating with each other; harassing, bothering, intimidating, and coming about the other; sending messages to each other; and contacting each other in any way.
5. Both parties shall also be restrained from disposing of marital assets, assets acquired during the marriage, and all of the assets specifically mentioned in this Order. Furthermore, both parties are restrained from incurring marital debt and debt in the name of the other party.

This Court finds that the parties' agreement is fair and reasonable to both parties. As such, the parties' agreement should constitute the Order in this matter.

Therefore, this Court issues this Order as follows:

The parties' agreement as found hereinabove is hereby approved by this Court and made the Order of this Court. As such, it is enforceable by the contempt powers of this Court.

AND IT IS SO ORDERED this 27 day of May, 2010, in Aiken, South Carolina.



Dale M. Gable
Presiding Family Court Judge

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

IN THE FAMILY COURT
SECOND JUDICIAL CIRCUIT

DEBORAH WEEKS)
Plaintiff(s),)

vs.)

JAMES R. WEEKS II)
Defendant(s).)

**JUDGMENT IN A
FAMILY COURT CASE**

Docket No. 2010-DR-02-658

CHECK ONE:

DECISION BY COURT. This action came to trial or hearing before the court.
The issues have been tried or heard and an order rendered.

ACTION DISMISSED (CHECK REASON):

- Rule 12(b), SCRPC
- Rule 41(a), SCRPC (Vol. Nonsuit)
- Rule 43(k), SCRPC (Settled)
- Family Court Benchmark
- Other: _____

IT IS ORDERED AND ADJUDGED: See attached order; Statement of Judgment by the Court:

Date: _____, 20

_____, S.C.

Family Court Judge

This judgment was entered on MAY 28, 2010 and a copy mailed/ hand-delivered/ boxed on JUNE 1, 2010 to attorneys of record or to parties (when appearing pro se) as follows:

FOR THE PLAINTIFF (S)

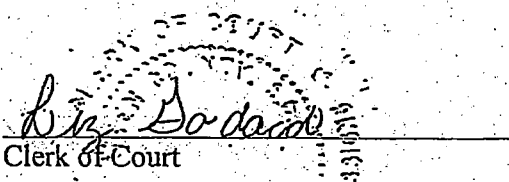
FOR THE DEFENDANT (S)

DEBORAH WEEKS (M)

P. ANDREW ANDERSON (B)

GUARDIAN AD LITEM

LT. EDMONDS


[Signature]
Clerk of Court

By: ASHLEY GUNTER AG

Custodial Parent (if applicable):

8

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN)
)
 DEBRA WEEKS,)
)
 Plaintiff,)
)
 v.)
)
 JAMES RANDALL WEEKS,)
)
 Defendant.)

IN THE FAMILY COURT OF THE SECOND JUDICIAL CIRCUIT

CASE NO: 2010-DR-02-1080

TEMPORARY ORDER
FILED
AIKEN COUNTY

NOV 01 2010
3:35 AM
CLERK OF COURT

DATE OF HEARING: September 8, 2010 at 3:00 a.m.
TRIAL JUDGE: Honorable Vicki Snelgrove
PLAINTIFFS' ATTORNEY: Sidney Jones
DEFENDANTS' ATTORNEY: Kris Anderson for Andy Anderson
COURT REPORTER: Cheri Young

This matter came before the Court pursuant to motion for temporary relief. This case was initiated with the filing of a Summons, Complaint, and Motion for Temporary Relief by Plaintiff on July 15, 2010. Defendant's attorney Andy Anderson accepted service of the pleadings on July 19, 2010. At the hearing, the Plaintiff was represented by Sidney Jones and the Defendant by Kris Anderson.

At the commencement of this Temporary Hearing, the attorney for the Plaintiff notified the Court that the parties have extensive personal assets that must be equitably distributed but had reached a temporary agreement concerning some of the items. It was explained that the Defendant is paying for the Plaintiff's truck, insurance and cell phones and will continue to do so until the truck is paid for in December 2010; and the parties are asking the Court to approve a temporary order until December 2010 when the parties will request another hearing to address

Filed: 9-6-2017
 Tonya L. Marchant
 Probate Court Judge
 By: DMitchell

the remaining issues. The Plaintiff's attorney then published the agreement on the record and the Defendants attorney agreed. The parties' agreement is as follows:

1. The parties shall live separate and apart from one another, free from the control, restraint or interference of the other, as if they were unmarried.
2. The Defendant shall have use and possession of the marital home until a later hearing to determine the assets that shall be divided.
3. The Plaintiff will have possession of her F250 Ford truck and the Defendant will continue making the payments on the truck and will provide full coverage insurance on same.
4. The Defendant continues to pay for the Defendants cell phone package as is now done.
5. The Plaintiff agrees to remove her name from any joint bank accounts that might be in existence with the Defendant.
6. The Defendant agrees to account for any deposits that might have been made to any of his accounts from any source that were made to benefit the Plaintiff's children.
7. Both parties agree to assist each other in providing any records that might be associated with any income for tax purposes from the year 2000 to present. The parties agree to take all financial records in their possession to an agreed upon accountant.
8. The Plaintiff will have possession of the "blue tractor" that is a marital asset and will be accountable for its maintenance and operation and the Plaintiff will be responsible for removing it from the marital property and transporting it to her home. This does not remove this tractor from the inventory of marital assets. The Plaintiff agrees to be the only person to use the tractor while it is in her possession and agrees to make that Defendant aware of the tractor's location.

VJH-2

9. The Defendant agrees to allow Plaintiff access to home to remove her and the children's personal clothing and karaoke machine, at a mutually agreed upon time convenient to both parties.

10. The Defendant agrees to purchase Niki Weeks a computer for her use in school and other education needs. This computer will be purchased no later than October 8, 2010.

11. Both parties agree to cooperate with the identification and appraisalment of all marital property and are restrained from transferring, disposing of, devaluing, moving, hiding, or in any way interfering with the orderly identification and placing value on said property. The Plaintiff will return any keys in her possession and the Defendant will maintain them in a safe and secure way.

12. The parties shall be mutually restrained from harrning, harassing, threatening, molesting, stalking, tracking or in any way interfering with the other, whether in person, by telephone, e-mail, text messages, voicemails, or any other electronic or other means.

13. The parties agree that they may conduct discovery in accordance with the South Carolina Rules of Family Court and the South Carolina Rules of Civil Procedure and that a hearing will be requested to address the marital property after the Plaintiff's truck payments are complete.

CONCLUSIONS OF LAW

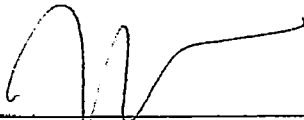
This Court has jurisdiction of the parties and subject matter. I find that the parties are entering into this agreement knowingly, freely and voluntarily, that they understand the agreement, that they were not under duress or coercion to enter into the Agreement, that they believe the agreement is in their best interests, that they can abide by the Agreement, and that they wish the Court to make this Agreement an Order of the Court and leave this case open for a

[Handwritten signature]
3

hearing in December 2010 and until the one year of separation has been completed and a final hearing for divorce is held. The parties understand that a violation of this Order could subject them to the contempt powers of the Court.

IT IS ORDERED that the Agreement of the parties as stated herein is approved and is the Order of this Court.

AND IT IS SO ORDERED!



Honorable Vicki Snelgrove
Presiding Family Court Judge
Second Judicial Circuit

Aiken, South Carolina

Noreen
October 1, 2010

FAILURE TO COMPLY WITH THIS ORDER WILL SUBJECT THE OFFENDER TO AN ORDER OF CONTEMPT WITH A POSSIBLE PENALTY OF UP TO ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) IN FINES AND/OR TWELVE MONTHS IMPRISONMENT AND/OR THREE HUNDRED HOURS OF COMMUNITY SERVICE.

Deborah T Weeks et al
PLAINTIFF(S)

David W Weeks et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

This matter comes before the Court on an appeal from Probate Court. A hearing was held on August 2, 2021. After consideration of the evidence and arguments by counsel for both the Appellate and Respondent, the Court finds no errors of law. The Probate Court's decision is **AFFIRMED.**

ORDER INFORMATION

This order ends does not end the case.

See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/27/2021 .

Deborah T. Weeks

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Aiken Common Pleas

Case Caption: Deborah T Weeks , plaintiff, et al VS David W Weeks , defendant, et al
Case Number: 2020CP0201051
Type: Order/Electronic Form 4

So Ordered

The Honorable Courtney Clyburn Pope

Electronically signed on 2021-09-27 15:57:03 page 3 of 3

ELECTRONICALLY FILED - 2021 Sep 27 4:07 PM - AIKEN - COMMON PLEAS - CASE#2020CP0201051

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Honorable Tonya L. Marchant: Mr. Green?

L. Green: Thank you Your Honor. That list that we have shown the Judge is that what you believe was in the estate at the time of his death?

D. Weeks: Yes.

L. Green: Now, would you then, if the Court rules you are entitled to one third Elective Share would you ask the Court to then allow you then to go on this property and observe the estate assets?

D. Weeks: Yes.

L. Green: Is there a time that is convenient for you that you would like to put on the record?

D. Weeks: Okay, tomorrow.

L. Green: Within thirty days.

D. Weeks: Next Wednesday.

L. Green: If the Court would allow you could be ready as soon as March the 4th?

D. Weeks: Yes.

L. Green: The other issue relates to the real property associated with this estate. I think that has all been cited for the record but as far as the numbers that were uses and you have already got copies of all this Your Honor. I don't know if Mr. Rich's documents have attached to it the value that was given by the tax assessor's office. I want to include this as Exhibit Number Two.

Honorable Tonya L. Marchant: In his briefs are you referring to?

L. Green: He gave a bunch of documents. What if I make this my Exhibit?

Honorable Tonya L. Marchant: Sure. Deed of Distribution recorded April 18th 2012. Any objection Mr. Rich? I believe it was part of your packet right?

A. Rich: It is.

Honorable Tonya L. Marchant: It is Exhibit D for the Respondent and I am going to mark it Number 2 for the Petitioner.

L. Green: Thank you Your Honor.

Honorable Tonya L. Marchant: You are welcome. Without objection.

L. Green: Now this document is what? A deed of distribution?

D. Week: Yes.

L. Green: Does it show then what interest Mr. James Randall Weeks has in that property?

D. Weeks: It has got....

L. Green: Is it five twenty ninth?

D. Weeks: Yes it is.

L. Green: Interest in that property? Does it say then when Mr. Weeks got that property? The date that it was put into the RMC office? Registered with the RMC office?

D. Weeks: 2012.

L. Green: So you were still married to Mr. Weeks at that time?

D. Weeks: Yes.

L. Green: Then on the back of this document it has tax assessor information related to the value. The third page from the back. It says page one of two. It has tax assessor's value for this property as what? Does it say one million three thousand four hundred and sixty five dollars?

D. Weeks: Yes.

L. Green: Would you ask this Court then to require Mr. Weeks to amend the amended Inventory to include this number?

D. Weeks: Yes.

L. Green: Or at the very least require him to have an appraisal done that will truly reflect the value of this property?

D. Weeks: Yes.

L. Green: This is Exhibit Two. I think he has on the amended inventory six hundred and seventy thousand dollars as the value of this property. You would ask the Court to require him to either A. have an appraisal done or B. adjust the number to reflect the tax assessor's numbers.

D. Weeks: Yes.

L. Green: This one also has values from the assessor's office that is not reflected on Mr. Rich's documents.

Honorable Tonya L. Marchant: Any objection Mr. Rich?

A. Rich: No objection.

Honorable Tonya L. Marchant: Title to.....

A. Rich: That has already been.....

Honorable Tonya L. Marchant: It is in your packet of briefs?

A. Rich: We have already introduced it.

L. Green: That is his document. Mine has.... On the back of mine it has documentation associated with the tax assessor's office.

Honorable Tonya L. Marchant: So a little additional documentation. We will mark this as Petitioner's Number Three.

L. Green: Thank you Your Honor.

Honorable Tonya L. Marchant: Just a way to keep up with it.

L. Green: Absolutely.

Honorable Tonya L. Marchant: You may continue.

L. Green: Ms. Weeks, you have already talked to Mr. Rich about this document here. This document shows Mr. Weeks came into ownership of this property on or about when?

D. Weeks: 1983.

L. Green: So he had ownership of this property prior to him and you becoming married?

D. Weeks: Yes.

L. Green: During the course of the marriage did he do anything with that property? Did he sell it or did he get any encumbrances on it?

D. Weeks: No.

L. Green: So it was still his property?

D. Weeks: Yes.

L. Green: He owned it by himself?

D. Weeks: Yes.

L. Green: So at the time of his death did he own that piece of property? How much acreage is it? One acre?

D. Weeks: Yes.

L. Green: One acre. According to the tax assessor's office this property is valued at what?

D. Weeks: \$12,000

L. Green: Okay and according to the amended Inventory filed by the Personal Representative he shows that property valued at \$7800. Do you recall that document that he showed you?

D. Weeks: Yes.

L. Green: Then would you ask this Court to either A. require the PR to adjust that number to reflect the tax assessor's numbers, the Aiken County tax assessor's numbers or B. Have it appraised and get the true value of that property. Is that your request?

D. Weeks: Yes.

L. Green: So is it your position then Ms. Weeks that this estate was established when the application was made for Mr. Weeks, David Weeks to become the Personal Representative you were married to Mr. Weeks?

D. Weeks: Yes.

L. Green: So anything subsequent to that you do not believe is relevant to this case?

D. Weeks: Correct.

L. Green: So you would ask this Court then to look at what was requested in the... you ask this Court to look at what was in the Will and the personal items, all the personal items and the real property be distributed to the heirs? Including you as an heir?

D. Weeks: Yes.

L. Green: Lastly you would ask this Court to require your name to be added to a Deed of Distribution or some agreement worked out between yourself and the Personal Representative?

D. Weeks: Yes.

L. Green: You would also request that the Deed of Distribution also be made for the one acre that it would include your name as having a one third interest in that?

D. Weeks: Yes.

L. Green: That is all I have Your Honor.

Honorable Tonya L. Marchant: Anything on redirect? Please answer any questions that Mr. Rich would have of you.

A. Rich: Are you aware that usually the tax assessor's value is usually incorrect?

D. Weeks: A lot of time yes.

A. Rich: I am going to show you copies of appraisals in just a minute. You have asked for the Court to rule that the Personal Representative to have both properties appraised?

D. Weeks: Yes.

A. Rich: Are you willing to pay the money for the appraisals because there is no money in this estate. Are you willing to put up the money for the appraisals?

D. Weeks: I am willing to split it.

A. Rich: You know to appraise a 255 acre piece of property is going to be quite expensive? So you are saying you will put up half the money to have it appraised?

L. Green: Your Honor, I would object to that question.

A. Rich: What is wrong with that question?

L. Green: Because you are putting information in her mind and she isn't a professional in terms of what the property is.....

A. Rich: I am asking her about having it appraised.

A. Rich: What value did the appraiser put on that property?

D. Weeks: Six hundred and seventy thousand dollars.

A. Rich: And you believe that was accurate then?

D. Weeks: Yes.

A. Rich: Do you believe that is still accurate?

D. Weeks: I have no reason not to yes sir.

A. Rich: Are you familiar with land prices in that area?

D. Weeks: No sir I am familiar with a lot of for sale signs but I have no idea.

A. Rich: To the best of your knowledge does that reasonably represent an accurate value of this property.

D. Weeks: Yes sir it does.

A. Rich: The tax assessor has it appraised for something like a million dollars.

D. Weeks: Yes sir.

A. Rich: Do you believe that is incorrect?

D. Weeks: I do.

A. Rich: I will also show you Exhibit D. This is the deed of distribution from the estate of Harriet Weeks.

D. Weeks: Yes sir.

L. Green: Is he going to put that one in?

Honorable Tonya L. Marchant: Are you introducing the appraisals Mr. Rich?

A. Rich: I am sorry did I not do that?

L. Green: I object to that. That is a 2011 appraisal. That is almost ten years old.

A. Rich: It is seven years before he died and it is the most accurate and current appraisal that we have and I contend that it is relevant. If it is seven years before his death and there have been no improvements on it and it is raw land.

L. Green: Your Honor, this land has tons of wood on it, agricultural that could be harvested. As a matter of fact the majority of that property two hundred and fifty something acres consists of timberland. So for them to come in and say six hundred and seventy thousand dollars and nobody has valuated the timberland then I would think that would be unfair and I would object to having something from that far back filed.

A. Rich: Your Honor, the Court can assign whatever weight they want to this but it is the most recent appraisal and I contend that it is relevant.

Honorable Tonya L. Marchant: The Court is going to overrule the objection and going to accept the certified appraisals as submitted at that time. However, that does not mean that the Court will not require that a more recent appraisal be established. I am not saying that it will but that might be an option. You may continue.

L. Green: One other point Your Honor is that he doesn't even know what the exact acreage is and for that reason alone there should be an appraisal done.

A. Rich: If I may continue with my question. This is a deed of distribution from the estate of Harriet Weeks is it not?

D. Weeks: That is correct.

A. Rich: The legal description indicates that is three hundred and twenty acres and then it says less thirty two acres and less another tract of land. In other words it was three twenty minus these two. Is that the way it appears to you?

D. Weeks: Yes.

A. Rich: So you don't know exactly what the acreage is?

D. Weeks: Correct.

A. Rich: Tell me about this land. Was this family land?

200 acres or 255 acres and we don't really know but we have shown that he has an interest in it by a deed of distribution. Furthermore, we have shown that he has an interest in the one acre that we are talking about. So those two documents show he has an interest in those two properties. Our main contention arise when we start talking about the personal property that he owned and what the values are. Well, you know typically when we have an issue as to what the value of the property is and we can't agree on it we go ahead and sell it and divide the proceeds. So if we can't agree on what those numbers are and we don't have any scientific information to support it then we should sell it all and divide up the proceeds. We believe it is one price and they believe it is another then we should have some person that is uninterested and have an estate sale and sell all that personal property and divide the proceeds. The other issue relates to the value of the property. Now that is a big issue because going from six hundred and seventy thousand dollars from one million dollars down to six hundred and seventy thousand dollars obviously something was different when they did the evaluation of the appraisal back in 2011 versus what the tax assessor says it is now. They make an argument that the tax assessor's numbers are always wrong. Well if they are wrong then let's get a right answer for it. How can their appraisal be correct which was done back in 2011 and what the county has on record now? So if we have that huge discrepancy then let's get a true appraisal. Then the other issue is we don't have the money. Well there is a piece of property that is worth \$12,000 or if you look at the appraised value which is \$7,800 but the assessor says it is worth \$12,000. So let's sell it and get an appraisal done and see what the true values are and go with that. Anything short of that would not be fair to my client. She did what the law said she needed to do. She has complied with that. So there is nothing left but the Court to decide if she is entitled to that one third and what the value of these properties are. One acre, 255 or whatever the case may be let's figure out what those acreages are and the true values and move forward.

Honorable Tonya L. Marchant: Thank you. Mr. Rich?

A. Rich:

Our contention that she is entitled to file for an Elective Share and as far as we know they were still married but our contention is she gets nothing as far as the Elective Share because she had been separated from this man for eight years before he died. They had gone through substantial marital litigation. There were three hearings. Section 62-2-802 of the code says if there is a valid proceeding concluded by an Order to terminate all marital property or confirming equitable distribution between the spouses unless they are living together then there is no

Elective Share. Those Orders are not final and I recognize that however, the three hearings the last case was dismissed by Administrative Order because the moving parties did not follow through. The moving party was Ms. Weeks. She and her attorney chose not to go further with it. She has already received substantial property from the marriage at that point and there was no point in her pursuing it because there was nothing else to divide. The property was not listed on the Financial Declaration either the one acre or the property he inherited. The inherited property clearly wasn't because he didn't get it until after they were separated. So it is our contention and Mr. Green has dismissed the marital litigation as not being relevant but I contend that it is relevant because in essence it is an Order to essentially confirm equitable distribution between the parties under section 802 therefore dismissing her claim for Elective Share completely. That is our initial position. I have outlined in my brief the background of the Elective Share as to the purpose of it. The parties had been separated for eight years and had completely divided the property and she said she received alimony for two months or for some period of time and she continues to collect his social security. Depending on the value of the tangible personal property, the tangible property she received before is according to our calculations is almost triple what is in the estate. We can argue what the values are and what is there but she certainly received, according to what she testified to, she got at least as much out of the marriage as was in the estate. She got her share. There is nothing fundamentally fair about her to receive anything. In terms of the real estate the property was deeded to him in 1983 by his mother for the purpose of getting a loan and it was a gift. The other property was family property that has been in this family for seventy five or eighty years. It is owned by four different family members. It was inherited by him from his mother after they were separated. There is nothing fundamentally fair about her receiving a bit of that property. There is nothing fair about that. If this was a divorce she clearly would not get it. The statute on marital litigation specifically says there is no equitable distribution for property that is inherited. Clear as a bell. Our Elective Share statute does not directly address that and I will admit. In my brief and I show many other states and by Court filings have ruled that in a situation just like this there should be no Elective Share for inherited property. If she gets the property she just owns an undivided interest in it along with everybody else. It doesn't matter what the value is. The only way the appraisals come into it is if the Court rules that the estate has the option to buy her out. We would have to give her some percentage of the five twenty ninths. That is what she is going to own. It would be a waste to have it appraised again. The last appraisal is seven

years old and this is raw land. I think the Court can take recognition that raw land over the last seven years in Aiken County has decreased. Certainly in 08 and 09 the values plummeted significantly. This was done in 2011. On the one acre property the estate had it appraised. It would just be a waste of money to go out and have all this property appraised. Who knows about the taxes she owes. The best information that I have got is that the tax liens are still there. I don't know but if they are still there and she gets an interest in this property it is gone. The tax liens are going to suck up the whole thing and there is not going to be anything left. Again if there is, if you are going to look at the value of the property and in my brief I talk about this and the lack of marketability. Those are valid arguments. Finally if you rule against us on everything else the expenses of this estate have to be subtracted from the value of the estate. Again we can argue about the value of the tangible personal property but the tangible personal property in the estate without the real estate is only \$19,000 and we have \$31,000 in expenses. If the Court takes that real estate out of it there is nothing left. The expenses exceed the amount of the tangible property. Even if we go back and adjust according to what her testimony is I don't think we are going to come up with more than \$31,000. Even if we do that and the expenses are valid and there has been no testimony that the expenses are not valid it is going to reduce her Elective Share down to zero. The biggest question of course is the real estate and again I would submit to you that there is absolutely nothing fair or equitable about her receiving one piece of this property. It is all inherited property from his mother and she is not entitled to any of it.

Honorable Tonya L. Marchant: Thank you.

L. Green: Quick rebuttal Your Honor.

Honorable Tonya L. Marchant: Yes sir.

L. Green: Your Honor, again the issue related to whether or not she is entitled to something based on some divorce decree, the statute is clear on that, it says if there has not been a final adjudication that the spouse is still entitled to that one third Elective Share. We do not have anything in any of these temporary orders or interim orders or any dismissal indicating that these parties were ever divorced any no property settlement was agreed to. What they did prior to the decedent's death that is not even relevant to today's case. The estate was established, the estate was established on the death and I believe my paralegal says on the date of the application. They keep talking about this social security. A wife is

1 State of South Carolina)
 2 County of Aiken)
 3 Deborah T. Weeks, et al.,)
 4 Plaintiff,)
 5 vs.)
 6 David W. Weeks, et al.,)
 7 Defendant.)
 8 _____)

In the Court
 Of Common Pleas
 Case No.: 2020-CP-02-01051

Transcript of Record

9 August 2, 2021

10 Aiken, South Carolina

11
 12 BEFORE:

13 The Honorable Courtney Clyburn-Pope, Judge

14
 15 APPEARANCES:

16
 17 Leon Edward Green, Esquire
 Attorney for the Plaintiff

18
 19 Clarke W. McCants, III, Esquire
 Attorney for the Defendant

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EXHIBITS

NO.	DESCRIPTION	ID	EVDS.
	NONE		

1 Thereupon, the following proceedings were had,

2 BAILIFF: All rise. The Honorable Courtney
3 Clyburn-Pope presiding.

4 THE COURT: Good morning. Please be seated. Madam
5 Clerk, call the first case.

6 THE CLERK: The first case is 2020-CP-02-01051,
7 Deborah T. Weeks versus David W. Weeks. It's a Probate
8 appeal.

9 THE COURT: Good morning, Mr. Green and Mr. McCants.

10 MR. GREEN: Good morning.

11 MR. McCANTS: Good morning, Your Honor.

12 THE COURT: How are you all this morning?

13 MR. GREEN: Doing fine.

14 MR. McCANTS: Fine, thank you.

15 THE COURT: Okay. This is a motion to appeal a
16 Probate Court decision?

17 MR. GREEN: That's correct, Your Honor.

18 THE COURT: Yes, sir. I'll hear from you.

19 MR. GREEN: Thank you, Your Honor. Please the
20 Court. Your Honor, as you already said, this is a
21 Probate matter wherein the appellant filed for a
22 one-third elective share under the Probate statute and
23 there was a hearing on this matter and the appellant was
24 denied the one-third elective share. The Judge that
25 ruled in that, Honorable Judge Marchant, said that my

1 client was not entitled to an elective share because she
2 had waived or slash agreed to a permanent property
3 settlement. Your Honor, we have about five exceptions to
4 that order that we want to advance before the Court
5 today.

6 THE COURT: Yes, sir.

7 MR. GREEN: The first one is that we believe that
8 the Court did commit error by disallowing this elective
9 share because clearly under the statute all that has to
10 happen is a person has to be married to a person that
11 died in this county, at the time of the death be married
12 and they are entitled to that elective share. The only
13 way that that's denied is, there are three ways in which
14 that can be denied. It can be denied by based on a
15 permanent final settlement with full disclosure and then
16 that person would also need to waive it or disclaim it
17 and neither of those things happened in this case so we
18 believe that the appellant is entitled to the elective
19 share.

20 Counsel will probably argue that the appellant did
21 agree to a final settlement of the property which we
22 disagree with because in order for a final settlement to
23 happen those things have to happen. The Judge has to
24 know about an order. What they're gonna say is that
25 there was a temporary order placed before the Judge and

1 that somehow that temporary order became a permanent
2 agreement between the parties and, Your Honor, that
3 doesn't happen on a temporary matter unless the parties
4 agree to that to happen. In this situation the parties
5 didn't agree for a temporary hearing to become a final
6 hearing.

7 THE COURT: There was never a final hearing, Mr.
8 Green?

9 MR. GREEN: Never a final hearing, Your Honor. But
10 they're gonna say that a temporary matter was the final
11 here, which temporary orders can become final if the
12 parties agree to it. In this case there was no
13 agreement. Even in the order itself it says that this is
14 a temporary order and that we're gonna talk about
15 discovery, we're gonna talk about restraining orders,
16 keeping the properties that were in the marital estate
17 from being distributed or conveyed or something like
18 that. So clearly we believe that our client is entitled
19 to the one third elective share.

20 And, Your Honor, we said that we have five
21 exceptions. The other exception that we believe is, this
22 Judge applied a domestic statute and thereby eliminating
23 inherited property from the estate. Well, the Probate
24 statute doesn't cut out any exception of any sort that
25 says that because the property is inherited, it's not

1 divisible or it's not susceptible to the elective share.
2 It clearly states what is. And if anything, that's in
3 the Probate estate whether it's inherited or otherwise or
4 again, anything of that sort is still supposed to be
5 considered within the one-third elective share. So we
6 believe that the domestic statute that was used in this
7 case was improper.

8 The other exception we have, Your Honor, is talking
9 about the appraised value of the property. There were an
10 appraisal for \$670,000.00 and then there was an inventory
11 that had property in it for \$800,000.00 and then there
12 was another document that had the property and the estate
13 at a million dollars. So we were objecting to anything
14 that created that ambiguity. So what we said was we
15 believe that the Court should go ahead and do, have an
16 appraisal done by an expert so that we can determine what
17 the true values of the properties within that estate
18 should be. Well, the court said that, well, we don't
19 need to do that. We can use the lesser of all those
20 three numbers. We believe that that was arbitrary and
21 should not have been done that way and we should have
22 been allowed to have a professional appraisal done.

23 Counsel is probably gonna argue and say, well, you
24 should have did that in a timely fashion, but the statute
25 doesn't put a time limit on it. I can ask for that the

1 day of the court hearing for an appraisal. The statute
2 allows us to do that. And so we ask the Court to allow
3 us to have a professional appraiser do an appraisal so
4 that we can get the correct property amounts in the
5 estate. We were denied that opportunity.

6 The other exception, Your Honor, is the 40 percent
7 marketability minority discount. Never heard of that in
8 a Probate matter. I wasn't able to find any case law to
9 support that position. We believe that whatever values
10 that a professional appraisal produces for an estate
11 property should be that property amount and not with any
12 exceptions, 40 percent discount or any type of discount.
13 We believe that the Court should not allow that to
14 happen. As a matter of fact, as I said, there's no
15 authority, and I know that in Family Court matters, I do
16 Family Court stuff, and I know that sometimes in Family
17 Court matters that deduction or discount is allowed, but
18 usually what happens is you have an expert who comes in
19 and goes through all the evidence and information and
20 then make an educated analysis of that situation and then
21 apply whatever discount they believe is necessary. In
22 this situation we didn't have any of that. The Judge
23 just said, okay, I'm gonna allow a 40 percent discount.
24 Never heard of that, haven't found any of that in South
25 Carolina case law.

1 And fifth, Your Honor, we believe that the Court
2 committed error in finding that a temporary Family Court
3 order that we talked about earlier terminated all of the
4 marital rights of the appellant. Well, I never heard of
5 a temporary order terminating anything permanently and
6 that's, the object of it is, it's temporary. So in this
7 situation the parties have not had a final order of any
8 sort. I know they're gonna talk about there's an order
9 in place November sometime, 2020, November 2019,
10 somewhere along in there there's a temporary order, but
11 the statute says that there has to be a full, complete
12 final order in order for a person's rights to be
13 eliminated under that statute. We just don't have that
14 here.

15 And, Your Honor, I just don't see how this person
16 can be disallowed a one-third elective share. I mean,
17 that's just part of the statute that says that you're
18 entitled to that unless you either waive it or there's a
19 final agreement between the parties, or you've waived it
20 or you've disclaimed it. Something like that has to
21 happen. And even if that happens, it has to be in
22 writing. There's no documentation whatsoever in this
23 case that shows that there was either a waiver, a
24 disclaimer, or a full and final settlement. Cannot find
25 it anywhere in this case and, therefore, the appellant

1 has to be allowed to have their one-third elective share.
2 Has to. There's no other way around it. Thank you.

3 THE COURT: Thank you, Mr. Green. Mr. McCants.

4 MR. McCANTS: I'll try to get up and get closer,
5 Your Honor, so you can hear me. Good morning again.

6 THE COURT: Good morning.

7 MR. McCANTS: I'm gonna try and explain why Judge
8 Marchant was right in this case. First off, Judge, we've
9 got the standard review to look at which I'm sure you're
10 familiar with. We have outlined all of this information
11 extensively in briefs and I don't want to argue every
12 point of the brief unless you would like me to because
13 you've got a full courtroom and I'm confident that you've
14 looked at the briefs, and basically the law in this state
15 is that the Probate Judge's order should be upheld if
16 there's evidence to support it.

17 And I realize Mr. Green's argument with the legal
18 issues with the law as to Judge Marchant's order is an
19 error in the law, but what Leon has not discussed though
20 is that there's an exception in the Probate code which I
21 cite in my brief. It's 62-2-204 which clearly
22 contemplates, Your Honor, situations where two
23 individuals, though not formally divorced, can, in fact,
24 divide all of the property by certain agreements whether
25 they be in writing or otherwise. Mr. Green pointed out

1 there's nothing in writing. That's not required. If you
2 read the statute, it talks about a written agreement and
3 then it talks about agreement with respect to what the
4 parties intend to do with their marital property. And
5 Judge Marchant cited a couple of cases in her order and I
6 cited in my brief a case out of North Carolina. It's
7 called The Estate of Cracker, which addresses the
8 parties, even though they don't have anything in writing
9 with regard to resolving marital property, the divorce
10 action can imply to agree to resolve everything.

11 And that's important in this case, Judge, because
12 here I think seven or eight years passed between the
13 point in time when these folks were last in the Family
14 Court, over the course of a very tumultuous marriage by
15 the way, Your Honor, and they didn't enter into a final
16 order of divorce or a final order separating property,
17 but life moved on and the appellant in this case raised
18 no issues with regard to the resolution of distribution
19 of any marital property until the death of the respondent
20 in this particular matter. It's very difficult, I think,
21 for the appellant in this case to argue somehow that
22 these two folks did not intend to distribute everything
23 that was owned between them at the time that they were
24 last in the Family Court.

25 Another point that Mr. Green referred to is this

1 concept that even the property for which the appellant
2 seeks an elective share at this point in time, even if
3 it's available in Probate Court, it was never marital
4 property. It could have been distributed as part of the
5 Family Court in the first place because it was inherited
6 property. I go into Family Court routinely. You've been
7 there, Your Honor. You know it's pretty much boiler
8 plate at this point, if you inherit property that is not
9 part of the marital estate, it can't be divided. So
10 between the period of time between the last time Mr.
11 Weeks was before the Family Court and before his death
12 according to what I've got, she never came back to Family
13 Court to contend in any way that the marital property
14 should be divided.

15 Any reasonable person, Your Honor, over that period
16 of time would have said, wait a minute. Something is
17 unresolved. We need to get that resolved and get our
18 life moving in a direction other than arguing over
19 property and they simply did not do that. Nobody held in
20 abeyance the issue of the distribution of any property in
21 the Family Court. It just went away. And that's what
22 Judge Marchant specifically found. She ruled, therefore,
23 the Court specifically finds that the appellant received
24 all assets from the marriage to which she was entitled,
25 that the litigation between the parties essentially for

1 all practical purposes resulted in a final property
2 division of the parties, and that's in the Family Court.

3 And there's plenty of law, and the statute that I
4 cited allows a envision situation where two individuals
5 are not formally divorced, therefore, still married, but
6 they can resolve property issues to the point where the
7 elective share never comes up later as part of any
8 matter. So Ms. Weeks had full opportunity to discovery,
9 to figure out what was available property wise in Family
10 Court. She was represented by able counsel who
11 thoroughly explored and vetted those issues and Judge
12 Marchant saw that and she said it was resolved way back
13 when and the elective share did not apply.

14 My standpoint, again, using the standard on review
15 is that Judge Marchant's order is clearly supported by
16 the evidence, it's also clearly supported by the statute
17 I cited, the case law that's cited in her order, and in
18 addition to that that case I presented to you out of
19 North Carolina, the Cracker case, which I think will be
20 very helpful to the Court in evaluating the issues before
21 you today. I'll be happy to answer any questions you may
22 have, Your Honor.

23 THE COURT: I don't have any questions. I did have
24 an opportunity to read those briefs. Let me allow
25 Mr. Green a chance to respond.

1 MR. McCANTS: Yes, ma'am. Thank you.

2 THE COURT: Thank you. Mr. Green.

3 MR. GREEN: Thank you, Your Honor. If I may
4 respond. Your Honor, there's no affirmative duty that's
5 laid upon the appellant to file a continuing action
6 related to a divorce action. The PR can do that, can
7 finish up an action if they choose to do that, but in
8 this case the whole action was dismissed which means that
9 in a temporary situation everything goes back to the
10 status quo. So there's no order of any sort that would
11 require the Court, the Judge, unless the Judge makes up
12 their own rule, which appears to be in this case, to
13 allow a dead temporary order to be rejuvenated.

14 As far as implications, Your Honor, Mr. McCants says
15 that, well, these parties' intent was to have this as a
16 final order. Well, let me say this about this temporary
17 order that he's talking about. In that same temporary
18 order that he believes that the intent of the parties was
19 to have a final order in place, it says, in the beginning
20 of that temporary order it says, this is a temporary
21 hearing and that it is not meant to be anything
22 permanent. We're gonna hold these issues related to
23 property open. That's what the order itself says. And
24 then further in that order it says, well, the parties
25 will agree to cooperate with identifying and appraising

1 the marital property and then agree to a restraining
2 order and then agree for the discovery to be done. If
3 that was a permanent situation, then why would they ask
4 for an opportunity to appraise the property, to do
5 further discovery? And they said that it was a temporary
6 order. In order for that to be converted, it has to have
7 the approval of the Judge. They have to tell the Judge.
8 First of all, you can't go to the Judge and say, Judge,
9 this is a temporary order and then later on say it's a
10 final order. Well, the Judge has to know about that so
11 that they can make a decision related to that.

12 And then finally, Your Honor, as far as the marital
13 property, there is no exception in the Probate statute
14 that says that marital property, inherited property is
15 exempted. There's nothing in the case law, statute or
16 anything that says that inherited property is exempted.
17 Yeah, we do that in family law because that's what the
18 family law statute says, but there's no Probate statute
19 that gives that authority. Thank you.

20 THE COURT: Thank you, Mr. Green. All right.
21 Gentlemen, I'll get you a decision by the end of the
22 week.

23 MR. McCANTS: Thank you, Your Honor.

24 MR. GREEN: Thank you, Your Honor.

25 THE COURT: Thank you. Nice to see both of you.

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CERTIFICATE OF REPORTER

(STATE OF SOUTH CAROLINA)

(COUNTY OF LEXINGTON)

I, THE UNDERSIGNED, Steven E. LeBlanc, Sr., R.P.R., and Official Circuit Court Reporter for the Eleventh Judicial Circuit in and for the State of South Carolina, do hereby certify that I reported the proceedings in the before captioned case in the Court of Commmon Pleas in and for the State of South Carolina on the 2nd day of October, 2021.

I FURTHER CERTIFY that the forgoing 14 pages constitute a true and accurate record of said proceedings.

I FURTHER CERTIFY that I am neither related, counsel to, nor of interest to any party hereto.

IN WITNESS WHEREOF, I have hereunto set my hand at Lexington County, this 18th day of November, 2021.

By:s/Steven E. LeBlanc

Steven E. LeBlanc, Sr., R.P.R.
Eleventh Circuit Court Reporter
State of South Carolina.

Marriage

Certificate

STATE OF
SOUTH CAROLINA
COUNTY OF AIKEN

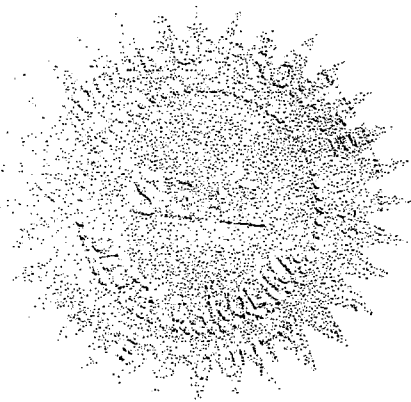


PROBATE COURT
LICENSE NO.: 195704

To Whom It May Concern:

This is to certify that on the 10th day of January, 1998, at , in the County of , State of South Carolina, JAMES RANDALL WEEKS JR (born 5/27/1951 in SOUTH CAROLINA) and DEBORAH LYNN SHIRLEY (born 1/28/1956 in NORTH CAROLINA) were united in Bonds of Matrimony by FRANKLIN D HAMMOND, MINISTER, in accordance with the law of South Carolina, and as shown by the records of this Court.

Witness my Hand and Seal of said Court,
this the 16th day of March, 2017.



Ray X. Marchant

JUDGE OF PROBATE

000054

NORTH CAROLINA
CUMBERLAND COUNTY

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
Case No. 83 Cvd 190

1983 FEB 21 AM 10:23
GEORGE T. GAFFIN
BY CUMBERLAND COUNTY DEF. CLERK

Deborah Taylor Singletary)
VS)
Webb Knox Singletary, III)

JUDGMENT OF ABSOLUTE DIVORCE

THIS CAUSE COMING ON TO BE HEARD, and being heard by the undersigned Judge presiding at a regular civil session of the District Court, Twelfth Judicial District, CUMBERLAND County, Fayetteville, North Carolina;

And it appearing to the Court, and the Court so finding, that this is a cause of action for absolute divorce on the ground of one year's separation brought by the Plaintiff under the provisions of North Carolina General Statute, Chapter 50, Section 6 et seq.; that there is no controversy between the parties as to support or alimony, and it appearing that the Defendant was served properly by personal service on January 19, 1983. And it further appearing that no request for jury trial has been filed by the Defendant with the Clerk of this Court under the provisions of N.C.G.S. 50, Section 10, and that therefore, the right to have the facts determined by a jury is deemed to be waived; and the Court, without objection, proceeded to hear the evidence offered by the Plaintiff in support of the allegations of the Complaint, all of which material allegations are deemed denied, and the Court, having heard the evidence, makes the following FINDINGS OF FACT:

1. The Plaintiff has been a resident of North Carolina for more than six months immediately before the commencement of this action.
2. The Plaintiff and the Defendant were lawfully married to each other on December 15, 1973.
3. The Plaintiff and the Defendant, with the intention to permanently terminate the marital relationship, have lived separate and apart from each other continuously for more than one year immediately before the commencement of this action.

Based on the foregoing FINDINGS OF FACT, the Court reaches as a CONCLUSION OF LAW that the Plaintiff should be granted an absolute divorce from the Defendant, grounded on one year's separation.

IT IS NOW, THEREFORE, upon motion of the Attorney for the Plaintiff, ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the Plaintiff and the Defendant be, and the same are hereby dissolved and the Plaintiff is granted an absolute divorce from the Defendant.

IT IS FURTHER ORDERED that the Plaintiff is restored to the use of her maiden name, Deborah Taylor.

IT IS FURTHER ORDERED that the costs of this action be paid by the Plaintiff.

Done in Fayetteville, N.C., this 21st day of February, 1983.

s/ Sol M. Cherry
Judge Presiding

A TRUE COPY

CLERK OF SUPERIOR COURT

CUMBERLAND COUNTY
BY Rosalyn Miles

000055

HOPKINS & ALLEN, Attorneys At Law - 212 Main St. - Tarboro, North Carolina 27886

NORTH CAROLINA
COLUMBUS COUNTY

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION

FILED

96-13-31

Jerry W. Smith

96 AUG 23 AM 11:13

vs.

Deborah L. Smith COLUMBUS COUNTY C.S.C. JUDGMENT OF DIVORCE

This cause coming on to be heard and being heard before the undersigned Judge Presiding over the August 22, 1996 Civil Session of District for the County of Columbus, and from the record proper and testimony of witnesses, the Court makes the following findings of fact:

1. This is an action for absolute divorce based upon the continuous separation of the plaintiff and defendant for one year.
2. This action was filed and summons issued on the 17th day of July 1996.
3. Service of process was obtained upon the Defendant on the 22 day of July 1996.
4. The defendant has failed to file answer or other responsive pleading as required by the Rules of Civil Procedure.
5. Plaintiff has been a resident of the State of North Carolina for more than six months next preceding the institution of this action.
6. Plaintiff and defendant were lawfully married on the 26th day of February, 1983.
7. Plaintiff and defendant separated each from the other on the 9th day of June 1994 intending to remain permanently separate and apart, and have not resume the marital relationship at any time said date of separation.
8. That the plaintiff and the defendant have remained permanently separate and apart for more than one year prior to the institution of this action.
9. There were 2 children born of the marriage and all matters of support and equitable distribution have previously been settled by the parties.

Based upon the foregoing findings of fact, the court concludes as a matter of law that this court has jurisdiction over the parties and subject matters, the plaintiff is entitled to an absolute divorce.

It is now, therefore, ordered, adjudged and decreed that the bonds of matrimony previously existing between the plaintiff and defendant are hereby dissolved, and the plaintiff is granted an absolute divorce.

This the 22 day of August, 1996.

Thomas C. [Signature]
 District Court Judge

A TRUE COPY
CLERK OF SUPERIOR COURT
COLUMBUS COUNTY

By *Denise Edwards*
Attendant, Deputy, Clerk Superior Court

000056

452.1530

ORDER

IN THE SUPERIOR COURT OF
RICHMOND COUNTY, STATE OF GEORGIA

KEVIN LEROY SHIRLEY,

PLAINTIFF,

v.

DEBORAH LYNN TAYLOR SHIRLEY,

DEFENDANT.

C.A. # RCD *201/97*

000212
MB 630
98 JAN - 6 AM 11:47
FILED IN THIS OFFICE
CLERK SUPERIOR COURT

FINAL JUDGMENT AND DECREE OF TOTAL DIVORCE

Upon consideration of this case upon the evidence submitted as provided by law, it is the judgment of the Court that a total divorce be granted, that is to say a divorce a vinculo matrimonii, between the parties to the above-stated case upon legal principles.

IT IS HEREBY CONSIDERED, ORDERED AND DECREED by the Court that the marriage contract heretofore entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectually as if no such contract had ever been made or entered into.

Plaintiff and Defendant in the future shall be held and considered as separate and distinct persons altogether unconnected by any nuptial union or civil contract, whatsoever, and both shall have the right to remarry.

This 6th day of January, 1998

PREPARED BY:

Carl C. Brown J.S.
I.S.C.A.J.C.

Marilyn H. Protzeller
MARILYN H. PROTZELLER
Attorney for the Plaintiff
GSB # 461012
Post Office Box 1170
Augusta, Georgia 30903
(706) 724-6678

Filed in this office this 6th day of January, 1998
Elaine C. Johnson
DEPUTY CLERK

STATE OF GEORGIA

SUPERIOR COURT

RICHMOND COUNTY

I, TONYA ROWLAND, Deputy Clerk of Superior Court of Richmond County, Georgia, hereby certify that the foregoing is a true copy of the original of file and of record in this office in Re:

RCD-2097-97

KEVIN LEROY SHIRLEY -VS- DEBORAH LYNN TAYLOR SHIRLEY

FINAL JUDGMENT AND DECREE OF TOTAL DIVORCE

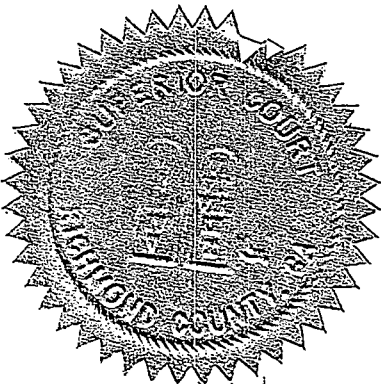
SIGNED JANUARY 6, 1998

Witness my signature and the seal of said court herefore affixed at

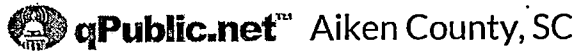
Augusta, Georgia this 4TH day of APRIL 2018.



DEPUTY CLERK



000058



Parcel Summary

Parcel ID 170-00-01-001
 Location Address 1085 WEEKS RD
 + Additional addresses:
 AIKEN 29805

Legal Description (Note: Not to be used on legal documents)
 Property Class / Property Type AGRICULTURAL / REAL PROPERTY
 Neighborhood EQUINE13
 Fire District COUCHTON FIRE DEPARTMENT
 Building Description
 Tax District UNINCORPORATED
 Millage Rate 6% RATIO = 239.50 OWNER-OCCUPIED 4% RATIO = 102.20
 Acres 255.00
 Exemptions
 Council District COUNCIL DISTRICT ONE
 Location Description SOF HWY 206



Owner Information

Sylvia M Studley etal
 4470 James Madison Trl
 Dayton, OH 45400

Land Information

Land Type	Units	Unit Type	Appraised Value	Market Value
Residential 6%	3	AC	\$10,800	\$10,800
Ag Timber 4%	252	AC	\$32,760	\$907,200

Residential Buildings

Type Single-family Residence
 Style Two Story
 Units 1
 Total Area Sq Ft 2,155
 Heated Area Sq Ft 2,155
 Exterior Walls Frame, Siding, Vinyl;
 Actual Year Built 1952
 Flooring Automatic Floor Cover Allowance;
 Roof Cover Metal, Preformed
 Number Fireplaces 2
 Heating Type Warmed & Cooled Air
 Bedrooms 0
 Bathrooms 3 FULL
 Garage Area
 Market Value \$82,973

Mobile Homes on Parcel

Property Card	Class	Category	Serial Number	Decal Number	Color	Length x Width	Total Area Sq Ft	Year Built	Market Value
777-00-11-249	NON-OWNER OCCUPIED RESIDENTIAL (6%)	Two-Section, Aluminum	CFLHP2ABH135603213	50606	GRAY	64 x 28	1,792	1987	\$6,922

Miscellaneous Improvement Information

Description	Size	Units	Market Value
Additional Cost (porches, canopies, etc.)			\$2,492

Sales

Sale Date	Buyer	Seller	Sale Price	Book/Page
4/5/2012	DAVID W WEEKS TRUSTEE FOR BENSON A WEEKS EST ET AL	HARRIETTE KILGORE WEEKS	\$0	4401/2030

Property Valuation History

	2018
Land Value	\$43,560
Improvement Value	\$85,465
Total Market Value	\$1,003,465
Total Appraised Value	\$129,025
Assessed Value	\$7,030

Sketches

000059

2017E502-0855

AIKEN COUNTY ASSESSOR'S OFFICE

NAME: WEEKS TRUSTEE FOR BENSON A WEEKS EST,
DAVID W
MAILING ADDRESS : 11805 EUBANK STREET, SUMMERVILLE, SC 29483
PARCEL #: ~~W70-00-01-001~~ WEEKS JR JAMES RANDALL
OLD PARCEL #: 00-225-0-01-012

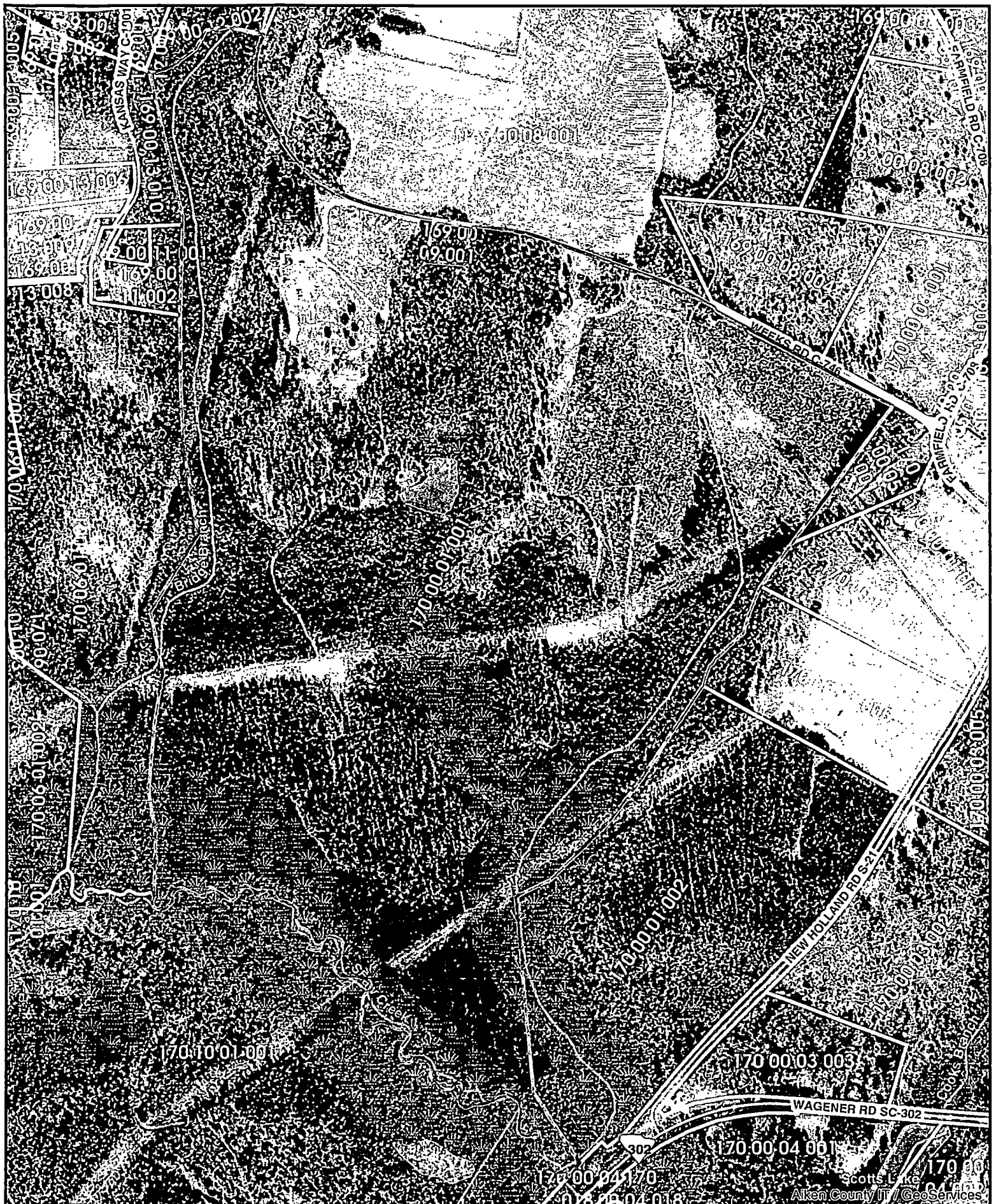
APPRAISED VALUE OF PROPERTY

<u>IMPROVEMENTS</u>	\$ 85,465
<u>MOBILE HOME</u>	\$ 0
<u>LAND VALUE</u>	\$ 918,000
<u>TOTAL VALUE</u>	\$ 1,003,465

DATE : 8/30/2017
SIGNED BY : _____
RECEIVED BY : _____

Filed: 08-30-2017
Tonya L. Marchant
Probate Court Judge
By: Brittany Pearson

000061



Prepared by:
 Aiken County Government
 11/22/2017 JB
 Scale: 1 inch = 705 feet



Parcel Map 000062



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RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.:

Property Address: 1085 Weeks Road City: Aiken State: SC Zip Code:
 County: Aiken Legal Description: N/A

Assessor's Parcel #: N/A--portion of larger parcel
 Tax Year: R.E. Taxes: \$ Special Assessments: \$ Borrower (if applicable):

Current Owner of Record: Estate of Harriette K. Weeks Occupant: Owner Tenant Vacant Manufactured Housing
 Project Type: PUD Condominium Cooperative Other (describe) HOA: \$ per year per month

Market Area Name: Northern rural Aiken County Map Reference: Census Tract:

The purpose of this appraisal is to develop an opinion of: Market Value (as defined), or other type of value (describe) contributory value of improvements only

This report reflects the following value (if not current, see comments): Current (the inspection date is the effective date) Retrospective Prospective

Approaches developed for this appraisal: Sales Comparison Approach Cost Approach Income Approach (See Reconciliation Comments and Scope of Work)

Property Rights Appraised: Fee Simple Leasehold Leased Fee Other (describe)

Intended Use: This report is intended as a component of the Weeks Estate master appraisal for the purpose of determining the contributory value of the building improvements only. It is not intended to be a stand-alone appraisal of the subject improvements.

Intended User(s) (by name or type): The Estate of Harriette K. Weeks

Client: The Estate of Harriette K. Weeks Address:

Appraiser: Melanie S. Holstein Address: 521 W Railroad Ave, Batesburg, SC 29006

Location: <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural	Predominant Occupancy	One-Unit Housing	Present Land Use	Change in Land Use
Built up: <input type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input checked="" type="checkbox"/> Under 25%		PRICE (\$000)	AGE (yrs)	%
Growth rate: <input type="checkbox"/> Rapid <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Slow	<input checked="" type="checkbox"/> Owner	Low	2-4 Unit %	<input type="checkbox"/> Likely * <input type="checkbox"/> In Process *
Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Tenant	High	Multi-Unit %	
Demand/supply: <input type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input checked="" type="checkbox"/> Over Supply	<input type="checkbox"/> Vacant (0-5%)	Pred	Comm'l %	
Marketing time: <input type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 3-6 Mos. <input checked="" type="checkbox"/> Over 6 Mos.	<input type="checkbox"/> Vacant (>5%)			

Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): See market area description in master report. As in most rural SC communities, the subject market for residential properties has seen substantial reduction in prices and increases in marketing time.

Dimensions: N/A--site not included in appraisal Site Area:

Zoning Classification: RUD Description: rural

Zoning Compliance: Legal Legal nonconforming (grandfathered) Illegal No zoning

Are CC&Rs applicable? Yes No Unknown Have the documents been reviewed? Yes No Ground Rent (if applicable) \$ /

Highest & Best Use as Improved: Present use, or Other use (explain)

Actual Use as of Effective Date: Residential Use as appraised in this report: Residential

Summary of Highest & Best Use:

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Topography	N/A
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street	Dirt surface county road	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size	N/A
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Curb/Gutter		<input type="checkbox"/>	<input type="checkbox"/>	Shape	N/A
Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	well	Sidewalk		<input type="checkbox"/>	<input type="checkbox"/>	Drainage	N/A
Sanitary Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	septic	Street Lights		<input type="checkbox"/>	<input type="checkbox"/>	View	rural
Storm Sewer	<input type="checkbox"/>	<input type="checkbox"/>		Alley		<input type="checkbox"/>	<input type="checkbox"/>		

Other site elements: Inside Lot Corner Lot Cul de Sac Underground Utilities Other (describe)

FEMA Spec'l Flood Hazard Area Yes No FEMA Flood Zone FEMA Map # FEMA Map Date

Site Comments:

General Description	Exterior Description	Foundation	Basement	Heating
# of Units 1 <input type="checkbox"/> Acc. Unit	Foundation Brick	Slab	Area Sq. Ft. <input type="checkbox"/> None	Type Gas pack
# of Stories 2	Exterior Walls Siding	Crawl Space x	% Finished	Fuel LPG
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Alt. <input type="checkbox"/>	Roof Surface Metal	Basement	Ceiling	Cooling
Design (Style) Country	Gutters & Downsp. none	Sump Pump <input type="checkbox"/>	Walls	Central central
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons.	Window Type DH repl	Dampness <input type="checkbox"/>	Floor	Other
Actual Age (Yrs.) 150	Storm/Screen storm windows	Settlement	Outside Entry	
Effective Age (Yrs.) 50		Infestation		

000063

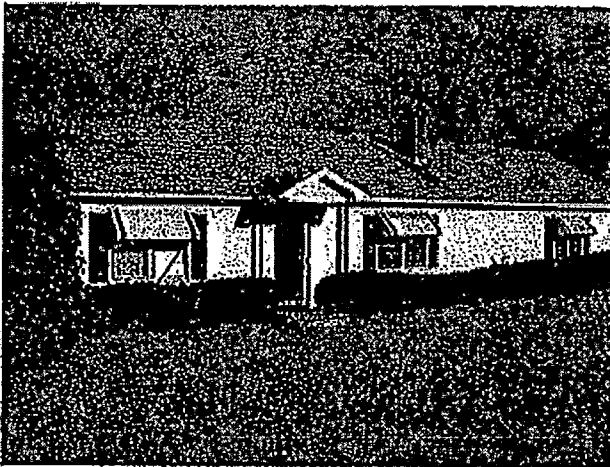
Comparable Photo Page

Borrower/Client				
Property Address 1085 Weeks Road				
City	Alken	County	Alken	State SC Zip Code
Lender	None			



Comparable 4

401 McQueen St
Prox. to Subject 19.73 miles NW
Sales Price 38,900
Gross Living Area 2,370
Total Rooms 8
Total Bedrooms 4
Total Bathrooms 3
Location Rural
View rural
Site .36 ac
Quality Average
Age 60



Comparable 5

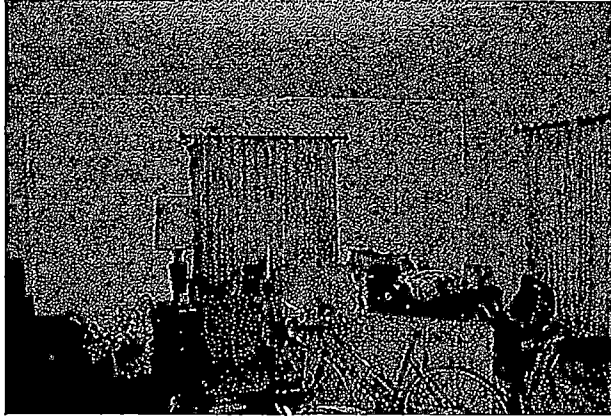
635 Addison St
Prox. to Subject 22.81 miles NW
Sales Price 44,000
Gross Living Area 1,792
Total Rooms 6
Total Bedrooms 3
Total Bathrooms 2
Location small town rural
View Rural subdv.
Site .83 ac
Quality Fair
Age 61

Comparable 6

Prox. to Subject
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location
View
Site
Quality
Age

Photograph Addendum

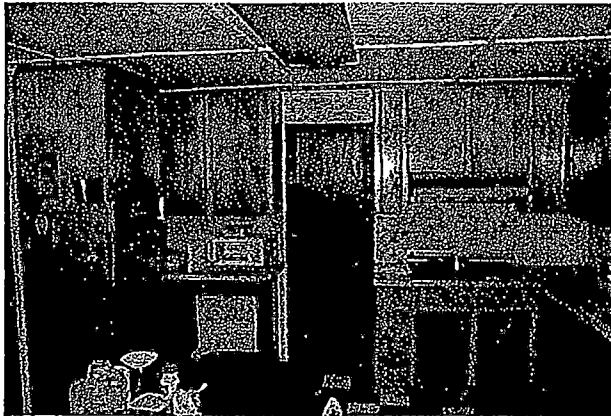
Borrower/Client				
Property Address 1085 Weeks Road				
City	Aiken	County	Aiken	State SC Zip Code
Lender	None			



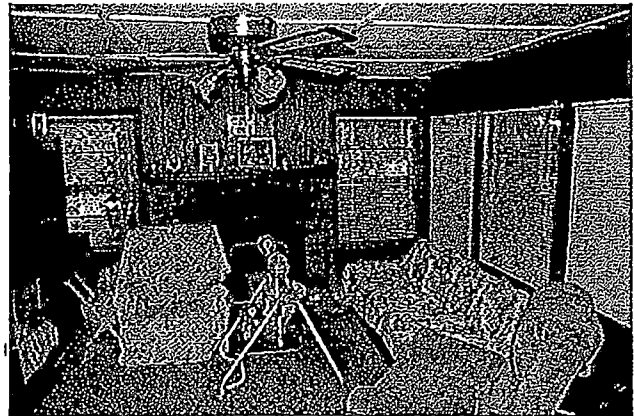
Living Room



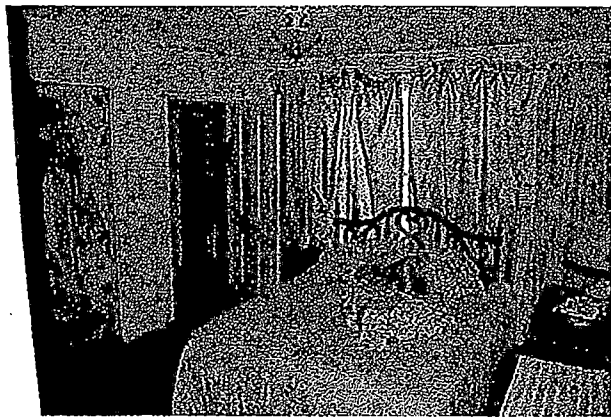
Dining Room



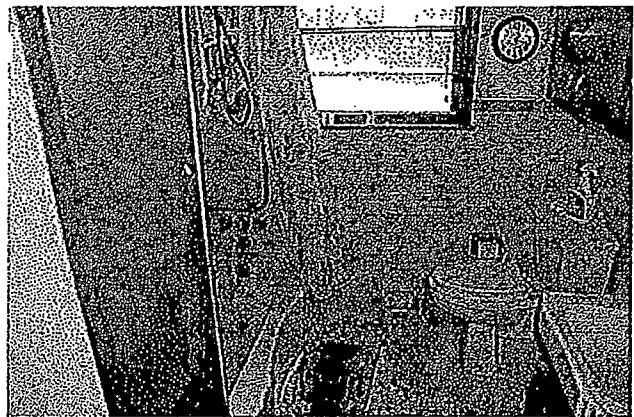
Kitchen



Den/family room



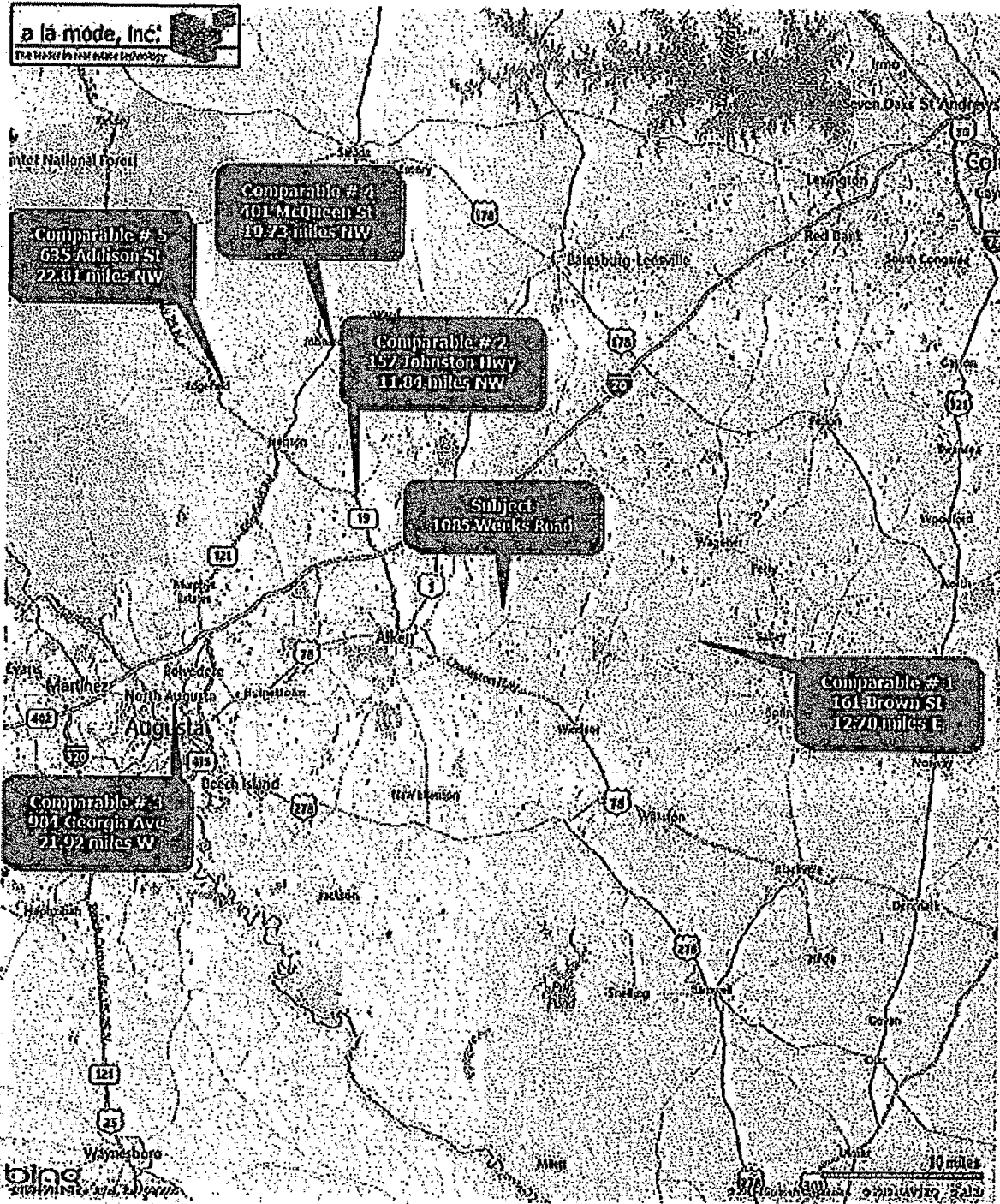
Master Bedroom (downstairs)

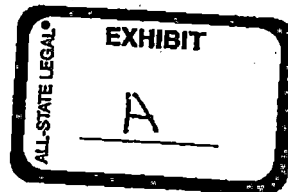


Full bath

Location Map

Borrower/Client				
Property Address 1085 Weeks Road				
City	Alken	County	Alken	State SC Zip Code
Lease	None			





APPRAISAL OF REAL PROPERTY

LOCATED AT

1121 Weeks Rd
Aiken, SC 29805
1.15 Acre, Weeks Rd-TMS#169-00-09-001

FOR

The Estate of James Randall Weeks
1121 Weeks Rd
Aiken, SC 29805

AS OF

August 21, 2018

BY

Maurice M. Wilfems, Jr.
Real Estate Appraiser
CR2783

Bud Williams (803) 645-3727
LAND APPRAISAL REPORT

File No. 18080008

Borrower N/A Census Tract 0202.00 Map Reference 12260
 Property Address 1121 Weeks Rd
 City Aiken County Aiken State SC Zip Code 29805
 Legal Description 1.15 Acre, Weeks Rd-TMS#168-00-09-001
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ 180 (Y) Loan charges to be paid by seller \$ N/A Other sales concessions N/A
 Lender/Clerk The Estate of James Randall Weeks Address 1121 Weeks Rd, Aiken, SC 29805
 Occupant Vacant Land Appraiser Maurice M. Williams, Jr. Instructions to Appraiser Fee Simple, Market Value Appraisal

NEIGHBORHOOD
 Location Urban Suburban Rural
 Built Up Over 75% 25% to 75% Under 25%
 Growth Rate Fully Dev. Rapid Steady Slow
 Property Values Increasing Stable Declining
 Demand/Supply Shortage In Balance Oversupply
 Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.
 Present Land Use 40% One-Unit 2-4 Unit % Apts. % Condo % Commercial
 Land Use % Industrial % Vacant 60% Agricultural
 Change in Present Land Use Not Likely Likely (*) Taking Place (*)
 Predominant Occupancy Owner Tenant 10% Vacant
 One-Unit Price Range \$ 25 to \$ 500 Predominant Value \$ 100
 One-Unit Age Range 5 yrs. to 75 yrs. Predominant Age 30 yrs.
 Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)
Subject is located in a rural area of Aiken County consisting of similar style homes in similar condition including single and double wide manufactured houses. Employment centers are reasonably accessible and commute times during peak traffic periods are considered reasonable. Other land use is vacant or agricultural land.

SITE
 Dimensions 240 x 220 x 215 x 222 = 50,278 sq ft 1.15 Acre Corner Lot
 Zoning Classification Aiken County RUD Present Improvements Do Do Not Conform to Zoning Regulations
 Highest and Best Use Preferred Use Other (specify) Single Family Residential
 Public Other (Describe) OFF SITE IMPROVEMENTS
 Etc. Street Access Public Private Topo Rolling
 Gas None Surface Unpaved Size Small for area
 Water Private Well Maintenance Public Private Shape Rectangular
 San. Sewer Septic System Storm Sewer Curb/Gutter View Neighboring Homes, Woods, Fields
 Underground Elect. & Tel. Sidewalk Street Lights Drainage Possible retention
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions)
Drainage and utility easements are typical for the area and don't adversely affect the subject's marketability or value. Septic systems and private wells are typical for the area and not considered adverse to value. Public sewer and water are not available to the subject. The last sale of the subject was a non-arms length transaction conveying 1 acre of a larger tract. No plat of the subject appears in the public record.

MARKET DATA ANALYSIS
 The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. This description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject. If a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	1121 Weeks Rd Aiken, SC 29805	785 Hutto Pond Rd Aiken, SC 29805	Lot 9, Piper Rd Ridge Spring SC 29129	406 Good Springs Rd Aiken, SC 29801
Proximity to Subject		7.65 miles N	6.62 miles NW	8.98 miles W
Sales Price	\$ N/A	\$ 13,000	\$ 7,638	\$ 12,000
Price /Sq. Ft.	\$ N/A	\$.18	\$.15	\$.14
Data Source(s)	Inspection/CoRecs	Ext Insp, CoRecs, 200-00-14-004	Ext Insp, CoRecs, 115-00-10-010	Ext Insp, CoRecs, 102-00-17-007
ITEM	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Date of Sale/Time Adj.	N/A	10/20/2017	12/16/2016	06/08/2017
Location	Rural	Rural/Average	Rural/Average	Rural/Average
Site/View	50,278 sq ft 1.15 Acre	1.7 Acre/Rural/Avg	1.21 Acres/Rural	2.01 Acres/Rural
Access	Public/Unpaved/Avg	Public/Unpaved/Avg	Public/Paved/Avg	Public/Paved/Avg
Utilities	Electric	Electric	Electric	Electric
Topography	Gently Rolling/Avg	Gently Rolling/Avg	Gently Rolling/Avg	Gently Rolling/Avg
Improvements	None	Well	None	None
Sales or Financing Concessions	N/A	None	None	None
Net Adj. (Total)		<input checked="" type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -5,950	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -376	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -5,390
Indicated Value of Subject		\$ 7,050	\$ 7,262	\$ 6,610

Comments on Market Data See attached addenda.

Comments and Conditions of Appraisal The subject is appraised in "as is" condition.

RECONCILIATION
 Final Reconciliation Because the subject is appraised as vacant land, only the Market Data approach to value was considered for this appraisal. The six comparables identified here are the most recent and similar sales available. They give a good indication of the market value of the subject.
 I (WE) ESTIMATE THE MARKET VALUE OF THE SUBJECT PROPERTY AS OF August 21, 2018 TO BE \$ 7,800
 Appraiser Maurice M. Williams, Jr. Supervisory Appraiser (if applicable) _____
 Date of Signature and Report 08/28/2018 Date of Signature _____
 Title Real Estate Appraiser Title _____
 State Certification # CR-2783 ST SC State Certification # _____ ST _____
 Or State License # _____ ST _____ Or State License # _____ ST _____
 Expiration Date of State Certification or License 08/30/2020 Expiration Date of State Certification or License _____
 Date of Inspection (if applicable) August 21, 2018 Did Did Not Inspect Property Date of Inspection _____

Supplemental Addendum

File No. 18080006

Borrower	N/A				
Property Address	1121 Weeks Rd				
City	Alken	County	Alken	State	SC Zip Code 29805
Lender/Client	The Estate of James Randall Weeks				

- Land: Market Data

The sale of small sized lots in rural Alken County have been rare in the past 24 months. The six comparable sales here are the best available to me. All six comparables are in the subject's market area. No adjustment for location is warranted. All six have equal access to utilities and amenities. There seems to be no value difference between paved and unpaved roads due to the popularity of equestrian use properties. At 1.15 acre, the subject is too small to be valued for equestrian uses. The subject has varying topography including some low areas. It appears the low areas do not preclude use of the property as residential, but a percolation test is recommended.

- Land: Market Data Comments

Sales of residential property this size in the rural areas of Alken County are scarce. The three sales analyzed here are the best available and give a good indication of the value of the subject. The adjusted sales price per acre is used as the value indicator. Adjustments for acreage are made on a per square foot basis for purposes of consistency. Comparables #1, #2 and #3 are closest sales to the subject in size but may not be closest in proximity. Sales #4, #5 and #6 are in the subject market area but are larger in size. Thus the necessity to use consistent adjustments. Sales prices of the six comparables analyzed here range from \$.08 to \$.18 per square foot. The average is \$.138, the median is \$.15 and the mean is \$.143. For the purposes of this report adjustments for the difference in size between the subject and the comparables is \$.144. An adjustment is made for economy of scale based on a paired sales analysis.

Subject Photo Page

Bottomer	N/A						
Property Address	1121 Weeks Rd						
City	Aiken	County	Aiken	State	SC	Zip Code	29805
Lender/Client	The Estate of James Randall Weeks						



Subject on Left

1121 Weeks Rd
Sales Price N/A
G.L.A.
Tot. Rooms
Tot. Bedrms.
Tot. Bathrms.
Location Rural
View 50,278 sf 1.15 Acre
Site
Quality
Age



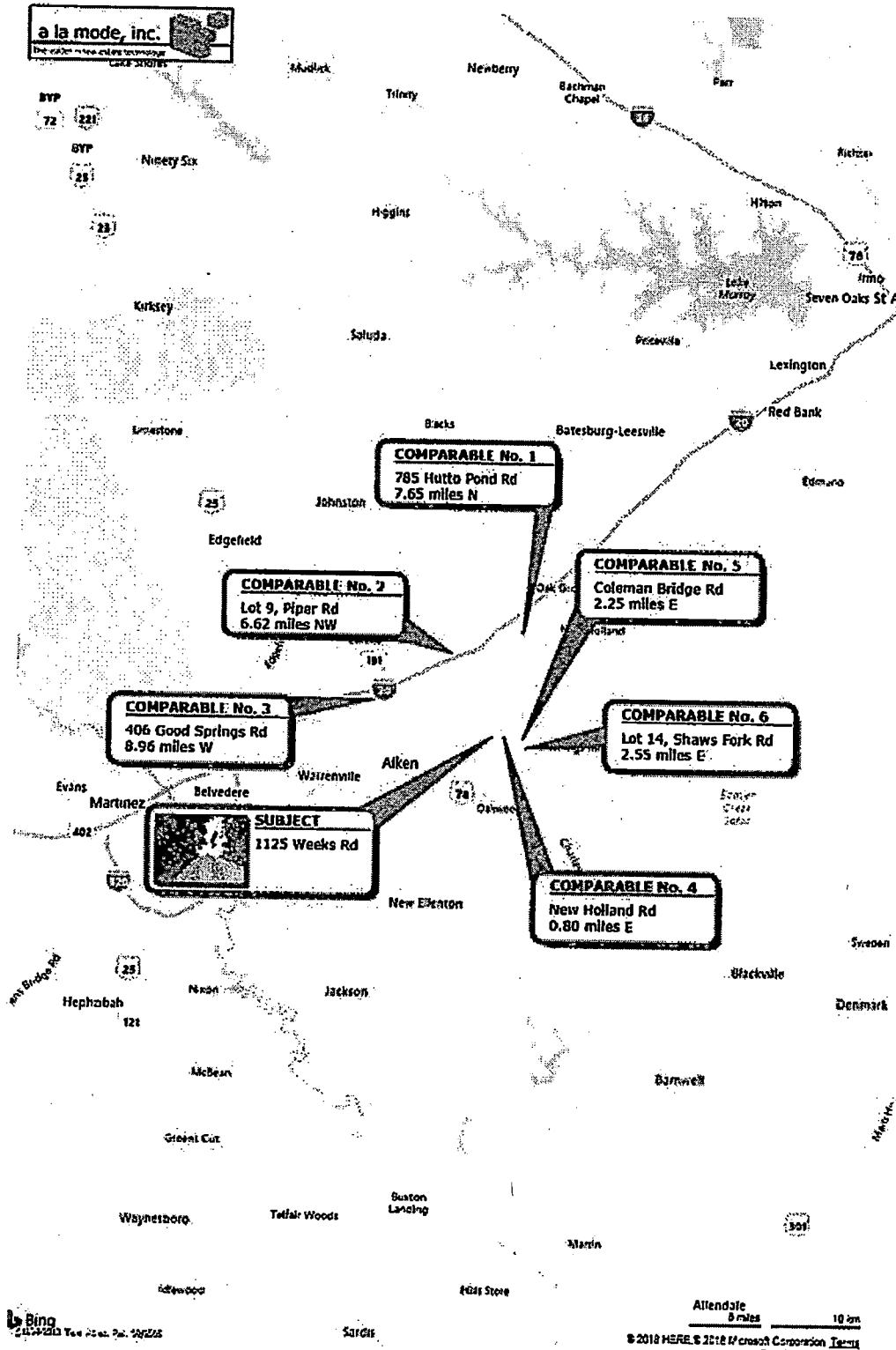
Subject on Right



Subject Right Side

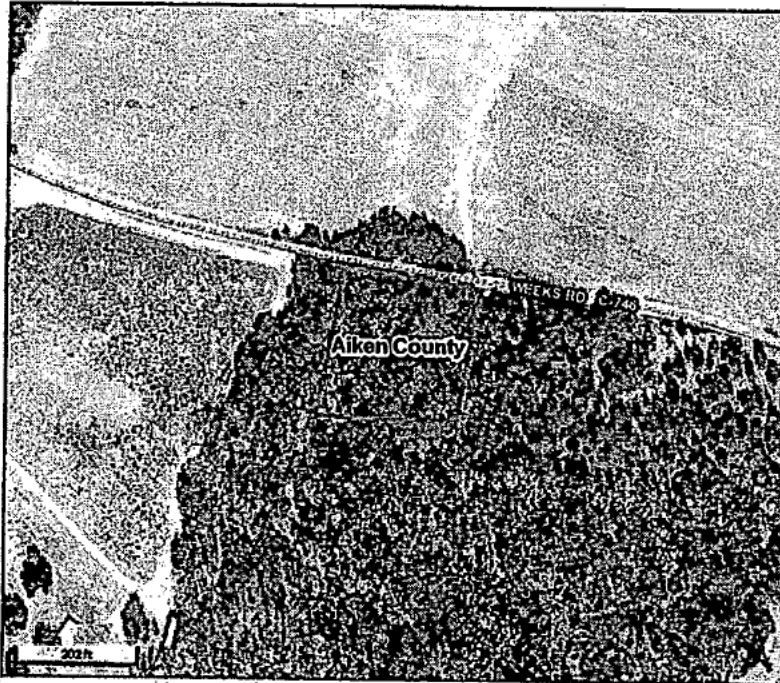
Location Map

Borrower	N/A				
Property Address	1121 Weeks Rd				
City	Aiken	County	Aiken	State	SC
Lender/Client	The Estate of James Randall Weeks				
				Zip Code	29805



Aerial

qPublic.net™ Aiken County, SC



Overview



Legend

County Boundaries

- Aiken County
- Barnwell County;
- Burke County;
- Columbia County;
- Edgefield County;
- Lexington County;
- Orangoburg
- County; Richmond
- County; Saluda
- County

- Parcels
- Roads

Parcel ID 169-00-09-001 Alternate ID n/a Owner Name JAMES RANDALL WEEKS
Sec/Twp/Rng 1690009 Class n/a
Property Address 1121 WEEKS RD Acreage 1.17
AIKEN
District n/a
Brief Tax Description n/a
(Note: Not to be used on legal documents)

Date created: 8/16/2018
Last Data Updated: 8/15/2018 11:38:01 PM

Developed by Schneider
GEOSPATIAL

VOL 192 PAGE 257

Transferor Blank No. 7 - True To Most Errors
Always Refer to Survey Cases
Transferor Publications Co., Columbia, S. C.

STATE OF SOUTH CAROLINA,
County of Aiken

Know all Men by these Presents,

MARRIETTA E. WEEKS
In the State aforesaid for and in consideration of the
sum of Five (\$5.00) and love and affection Dollars
to DR. JAMES RANDALL WEEKS, Route 5, Box 107, Aiken, SC

In the State aforesaid, I, MARRIETTA E. WEEKS, do hereby voluntarily
have granted, conveyed, sold and released, and by these presents do grant, convey, sell and release unto the said
JAMES RANDALL WEEKS, his heirs and assigns, the following
described property, to wit:

All that certain piece, parcel or lot of land
located East of the City of Aiken, County of Aiken, and
containing one acre more or less and being described as
follows: Begin at a stake on County Dirt Road 443
that is located 1,625 feet from where County DIRT Road No.
443 intersects with S.C. Highway No. 204
and go 1,000 feet South to a Cherry Tree that is
located in the Northeast corner of said lot; thence in a
southerly direction along a line for 240 feet to a Red Oak
Tree; thence in an easterly direction along a line for 220
feet to a Red Oak Tree; thence in a northerly direction for
215 feet to a live Oak Tree; thence in a easterly direction
for 222 feet to the Cherry Tree which was the point of
beginning. Also conveyed is the right of ingress and egress
over the current driveway to said lot, said right of ingress
and egress to be 20 feet in width and extend from said
County dirt road No. to the real estate described herein.

Derivation - Estate of James N. Weeks, Sr. a portion of Tax
Map No. RR-222-01-012

AIKEN COUNTY
TAX ASSESSOR
a portion of's
00-222-01-012
4/22/88

Tax Card

qPublic.net - Aiken County, SC

Page 1 of 1



Parcel Summary

Parcel ID 589-00-09-001
Location Address 1121 WEEKS RD
 AIKEN 29805
Legal Description *(Note: Not to be used on legal documents)*
Property Class / Property Type RESIDENTIAL / REAL PROPERTY
Neighborhood EQUINE4
Fire District COUCHTON FIRE DEPARTMENT
Building Description
Tax District UNINCORPORATED
Milage Rate 4% RATIO = 234.3 OWNER-OCCURRED 4% RATIO = 07.2
Acres 1.00
Exemptions
Council District COUNCIL DISTRICT ONE
Location Description 3 OF HWY 206

Owner Information

Jenea Randolph West
 1121 Weeks Rd
 Aiken, SC 29801

Land Information

Land Type	Units	Unit Type	Appraised Value	Market Value
Residential 4%	1	AC	\$12,000	\$12,000

Mobile Homes on Parcel

Property Card	Class	Category	Serial Number	Decal Number	Color	Length x Width	Total Area Sq Ft	Year Bld	Market Value
777-00-22-065	NON-OWNER OCCUPIED RESIDENTIAL (6%)	Two-Section, Aluminum	GBHM034317A8	49572	WHITE	40x20	1,680	2001	\$18,536

Property Valuation History

	2017	2018	2019	2024	2019
Land Value	\$12,000	\$12,000	\$8,941	\$8,941	\$8,941
Improvement Value	\$0	\$0	\$0	\$0	\$0
Total Market Value	\$12,000	\$12,000	\$8,941	\$8,941	\$8,941
Total Appraised Value	\$12,000	\$12,000	\$8,941	\$8,941	\$8,941
Assessed Value	\$720	\$720	\$540	\$540	\$540

No data available for the following modules: Residential Buildings, Commercial Buildings, Mobile Home Information, Miscellaneous Improvement Information, Sales, Statistics, Photos.

The Aiken County Assessor's Office and IT/Geoservices Division strive to produce the most accurate information possible. No express or implied warranties of any kind are provided for, or applicable to, the data herein, its use, or its interpretation. All assessment information is subject to change.

Last Data Upload: 8/15/2018 11:38:01 PM



<https://qpublic.schneidercorp.com/Application.aspx?AppID=844&LayerID=15264&PageT...> 8/16/2018

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS:

The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns; the mortgage insurer, consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia, except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION:

The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

This report complies with Title XI of FIRREA Act of 1989, as amended 012 U.S.C. 3331

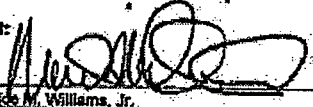
SUPERVISORY APPRAISER'S CERTIFICATION:

If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED:

1121 Weeks Rd, Aiken, SC 29805

APPRAISER:

Signature: 
 Name: Maurice M. Williams, Jr.
 Date Signed: 08/28/2018
 State Certification #: CR-2783
 or State License #: _____
 State: SC
 Expiration Date of Certification or License: 06/30/2020

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

Did Did Not Inspect Property

000080

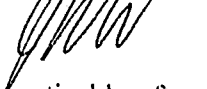
STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

LAST WILL AND TESTAMENT


I, **JAMES RANDALL WEEKS, JR.**, a resident of and domiciled in the County of Aiken, State of South Carolina, do hereby publish and declare this as and for my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

At the time of the making of this Will, I am legally separated from my wife, Deborah T. Weeks. I have two living children, namely, Joshua Randall Weeks and Miranda Dawn Weeks.

ITEM I

 I direct that all my just and legally enforceable debts be paid as soon as practicable after my death. If at the time of my death, I own any real property which is subject to a mortgage, I direct that the devisee taking such mortgaged property shall take it subject to such mortgage.

ITEM II

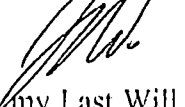
 I give and bequeath all of my personal and household effects of every kind including, but not limited to, furniture, furnishings, pictures, books, silverware, wearing apparel, jewelry, and automobiles and other vehicles to my children, Joshua Randall Weeks and Miranda Dawn Weeks, or the survivor thereof, in approximately equal shares. I request that my Personal Representative and beneficiaries abide by any memorandum left by me directing the disposition

of this property or any portion thereof. If any beneficiary hereunder is a minor, my Personal Representative may distribute such minor's share to the minor or to any person with whom such minor is residing or who has the care and control of such minor without further responsibility, and the receipt of the person to whom it is distributed shall be a complete discharge of my Personal Representative.

ITEM III


I give, devise and bequeath the rest, residue and remainder of my property of every kind and description, wherever situate and whether acquired before or after the execution of this Will, absolutely in fee simple to my two children, Joshua Randall Weeks and Miranda Dawn Weeks, or the survivor thereof, equally, share and share alike.

ITEM IV



I hereby nominate, constitute and appoint as Personal Representative of this my Last Will and Testament my brother, David W. Weeks, and I direct that he shall serve without bond. If for any reason he is unable or unwilling to serve or continue to serve, then I hereby nominate, constitute and appoint my son, Joshua Randall Weeks, to serve as substitute or successor Personal Representative, and I direct that he shall serve without bond.

ITEM V



I grant unto my Personal Representative general powers; my Personal Representative is to exercise all of the powers in the management of my estate which any individual could exercise in the management of similar property owned in his own right, including the power to sell real estate and other assets, and upon such terms and conditions as to my Personal Representative may seem best. My Personal Representative is empowered to execute

and deliver any and all instruments and to do all acts which my Personal Representative may deem proper or necessary to carry out the purposes of this Will, without being limited in any way by any specific grants of power made, and without the necessity of a court order.

ITEM VI

My estranged wife, Deborah T. Weeks, has a daughter, Randi Nicole Weeks, who was born after Deborah T. Weeks and I were married. I am not the biological father of Randi Nicole Weeks. I am including this Item in my Will to acknowledge the existence of Randi Nicole Weeks. I further acknowledge I am intentionally making no gift, bequest, or other disposition to Deborah T. Weeks or Randi Nicole Weeks by the provisions of this Will.

I, **JAMES RANDALL WEEKS, JR.**, the testator, sign my name to this instrument this 9th day of February, 2011, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and I sign it willingly, that I execute it as my free and voluntary act for the purpose therein expressed, and that I am eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.


Testator

We, the undersigned witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare, generally and to the undersigned authority, that the testator signs and executes this instrument as his Last Will and that he signs it willingly, and that each of us, in the presence and hearing of the testator, hereby signs this Will as witness to the testator's signing, and that to the best of our knowledge the testator is eighteen

2017 ESCW 0855

DEATH CERTIFICATION

STATE FILE NUMBER : 139-17-030529

DECEDENT'S NAME: *JAMES RANDALL WEEKS JR*

AKA: NA

ARMED FORCES: NO

DATE OF BIRTH: MAY 27, 1951

TYPE OF PLACE OF DEATH: DECEDENT'S HOME

NAME AND ADDRESS OF PLACE OF DEATH: 1123 WEEKS ROAD, AIKEN, SC 29805

PLACE OF DISPOSITION: CLEAR WATER BRANCH BAPTIST CHURCH CEMETERY

DISPOSITION LOCATION: AIKEN, SOUTH CAROLINA

METHOD OF DISPOSITION: BURIAL

DECEDENT'S RESIDENCE: 1085 WEEKS ROAD, AIKEN, AIKEN COUNTY, SC, 29805

PLACE OF BIRTH: SOUTH CAROLINA

SURVIVING SPOUSE'S NAME: DEBORAH TAYLOR

FATHER'S NAME: JAMES RANDALL WEEKS SR

MOTHER'S NAME PRIOR TO FIRST MARRIAGE: HARRIETTE KILGORE

INFORMANT'S NAME: MIRANDA DAWN WEEKS

MAILING ADDRESS: 1123 WEEKS ROAD, AIKEN, SC, 29805

FUNERAL HOME: SHELLHOUSE RIVERS FUNERAL HOME, INC., 715 E. PINE LOG ROAD, AIKEN, SC, 29803

FUNERAL DIRECTOR: C. MITCHELL RIVERS

EMBALMER'S NAME: JASON B HUCKS

ACTUAL OR PRESUMED DATE OF DEATH: AUGUST 16, 2017

ACTUAL OR PRESUMED TIME OF DEATH: 2035

CAUSE OF DEATH - PART I

ACUTE MYOCARDIAL INFARCTION

ATHEROSCLEROTIC CARDIOVASCULAR DISEASE

TYPE 2 DIABETES MELLITUS

COPD

OTHER SIGNIFICANT CONDITIONS - PART II:

NA

CORONER CONTACTED? YES

DATE OF INJURY: NA

PLACE OF INJURY: NA

LOCATION OF INJURY: NA

HOW THE INJURY OCCURRED?

NA

CERTIFIER NAME AND TITLE: DR. RAYMOND COLLINS

CERTIFIER'S ADDRESS: NA

DATE FILED: AUGUST 23, 2017

DATE OF ISSUANCE: AUGUST 23, 2017

SPECIAL INSTRUCTIONS:

NA

SEX: MALE

SOCIAL SECURITY NUMB 0854

AGE: 66 YEARS

COUNTY OF DEATH: AIKEN

MARITAL STATUS: MARRIED

RELATIONSHIP: DAUGHTER

LICENSE NUMBER: 1830

LICENSE NUMBER: 2539

MANNER OF DEATH: NATURAL

LICENSE NUMBER: 20803

Filed: 08-23-17

Tonya L. Marchant
Probate Court Judge

By: D. Villanueva

SC06171-746

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

Catherine E. Heigel
Catherine E. Heigel
Director and State Registrar

Shae R. Sutton
Shae R. Sutton
Assistant State Registrar

This is watermarked paper. Do not accept without noting watermark. Hold to light to verify watermark.

Revision Date: 07/31/2015

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STATE OF SOUTH CAROLINA)
)
COUNTY OF: AIKEN)
)
IN THE MATTER OF:)
JAMES RANDALL WEEKS JR)
(Decedent))

IN THE PROBATE COURT

CERTIFICATE OF APPOINTMENT

CASE NUMBER: 2017ES02-0855

This is to certify that

DAVID W. WEEKS

is/are the duly qualified

- PERSONAL REPRESENTATIVE
- SUCCESSOR PERSONAL REPRESENTATIVE
- SPECIAL ADMINISTRATOR

in the above matter and that this appointment, having been executed on the 30TH day of AUGUST, 2017, is in full force and effect.

RESTRICTIONS:
NONE.

Executed this 30 day of August, 2017.

Tonya L. Marchant

Tonya L. Marchant, Probate Court Judge

Do not accept a copy of this certificate without the raised seal of the Probate Court.



THE STATE OF SOUTH CAROLINA
The Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas
Courtney Clyburn Pope, Circuit Court Judge

Appellate Case No: 2021-001253

Deborah T. Weeks Appellant

v.

David W. Weeks Respondent

In Re: Estate of James Randall Weeks, Jr.

CERTIFICATE OF COUNSEL

The undersigned certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

April 25, 2022

S/ Leon E. Green
Leon E. Green
P.O. Box 1215
Aiken, South Carolina 29802
(803) 648-2025
Attorney for Appellant
SC Bar No.: 064116

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