

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

PLAINTIFF

VS.

2023 JAN -3 P 3 30

CAUSE NO.: 2021-612(W)

ROBERT SULLIVANT, JR.

DEFENDANT

CHANCERY CLERK

BA

PLAINTIFF'S RESPONSE IN OPPOSITION TO THE DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT AS TO ALL COUNTS

COMES NOW Plaintiff, Robert Sullivant, Sr. ("Sullivant, Sr."), by and through undersigned counsel, and files his *Plaintiff's Response in Opposition to the Defendant's Motion for Summary Judgment as to all Accounts* against Defendant, Robert Sullivant, Jr. ("Sullivant, Jr."), and in support thereof would state as follows:

I. Introduction

Sullivant, Sr. filed his *Complaint* on October 25, 2021. Sullivant, Jr. filed his *Answer, Affirmative Defenses and Counter-Claim* on December 9, 2021. On July 12, 2017, Sullivant, Sr. executed a General Durable Power of Attorney appointing his son, Sullivant, Jr., as his lawful agent and attorney in fact. Prior to filing his Complaint, it came to Sullivant, Sr.'s attention that Sullivant, Jr. was taking very large sums of money from Sullivant Sr.'s checking account. On or about May 19, 2021, Sullivant, Sr. opened a money market account with Regions Bank that was in his name only. That same day, Sullivant, Sr. transferred the sum of \$230,000.00 from a Regions account in which Sullivant, Jr. had signature authority to his new money market account. On May 20, 2021, Sullivant, Sr. executed a Cancellation of Durable Power of Attorney, which was filed with the Panola County Chancery Clerk that same day. Sullivant, Sr. provided the Regions Bank in Batesville, Mississippi with a copy of the same. Apparently, Sullivant, Jr. went to the Regions Bank in Oxford, where he successfully withdrew and transferred the sum of \$230,000.00 from Sullivant, Sr.'s new money market account to an account only in his name.

SCANNED

II. Documents Relied on by Sullivan, Sr.

Sullivan, Sr. relies on the following documents in support of his Opposition to the Defendant's Motion for Summary Judgment:

1. General Durable Power of Attorney, Exhibit 1
2. Cancellation of Durable Power of Attorney, Exhibit 2
3. Regions Transactions, Exhibit 3
4. Transfer of \$50,000.00 to TD Ameritrade, Exhibit 4
5. Transfer of \$5,000.00 to Regions *8739, Exhibit 5
6. Sullivan, Sr.'s July 2021 Costco Credit Card, Exhibit 6
7. *Complaint* filed by Sullivan, Sr. on October 25, 2021, Exhibit 7
8. Accounting provided by Sullivan, Jr. on December 9, 2021, Exhibit 8
9. Letter from Brad Golmon dated November 12, 2021, Exhibit 9
10. Email from Brad Golmon dated December 10, 2021, Exhibit 10
11. *Agreed Order of Continuance and Resetting* filed November 17, 2021, Exhibit 11
12. *Agreed Order of Continuance and Resetting* filed December 9, 2021, Exhibit 12
13. Affidavit of Robert Sullivan, Sr., Exhibit 13
14. Email from Swayze Alford to Brad Golmon dated December 28, 2021, Exhibit 14
15. Text Messages between Kayla Ware and Brad Golmon, Exhibit 15
16. Sullivan, Sr.'s TD Ameritrade Credentials from Sullivan, Jr. dated December 10, 2021, Exhibit 16
17. *Agreed Order for Independent Medical Exams* filed February 8, 2022, Exhibit 17

III. Material and Undisputed Facts

The following material and undisputed facts that support the denying of Defendant's Motion for Summary Judgment:

1. On July 12, 2017, Sullivant, Sr. executed a General Durable Power of Attorney appointing Sullivant, Jr. as his agent and attorney in fact. (General Durable Power of Attorney, Exhibit 1)
2. On May 20, 2021, Sullivant, Sr. executed a Cancellation of Durable Power of Attorney. (Cancellation of Durable Power of Attorney, Exhibit 2)
3. On May 5, 2021, \$238,272.57 was deposited into a joint bank account. (Regions Transactions, Exhibit 3)
4. On May 19, 2021, Sullivant, Sr. transferred \$230,000.00 from a joint account with Sullivant, Jr. to an account only in Sullivant, Sr.'s name. (Regions Transactions, Exhibit 3).
5. On June 9, 2021, Sullivant, Jr. transferred the \$230,000.00 back to the joint account and then to an account only in Sullivant, Jr.'s name. (Regions Transactions, Exhibit 3 and Sullivant, Jr.'s Motion for Summary Judgment).
6. The transfer of Sullivant, Sr.'s money by Sullivant, Jr. was done without the permission, knowledge or consent of Sullivant, Sr. (Complaint, Exhibit 7 and Affidavit of Robert Sullivant, Sr., Exhibit 13)
7. Sullivant, Jr. did not provide Sullivant, Sr. any information about the transfer until after Sullivant, Sr. filed his Complaint. (Letter from Brad Golmon dated November 12, 2021, Exhibit 9)
8. On June 9, 2021, Sullivant, Jr. transferred \$50,000.00 to Sullivant, Sr.'s TD Ameritrade Account. (Transfer of \$50,000.00 to TD Ameritrade, Exhibit 4)

9. Only Sullivant, Jr. had access to Sullivant Sr.'s TD Ameritrade account when he deposited the \$50,000, and therefore, Sullivant, Sr. was unaware of the deposit. (Affidavit of Robert Sullivant, Sr., Exhibit 13, Email from Swayze Alford to Brad Golmon, Exhibit 14 and Text Messages between Kayla Ware and Brad Golmon, Exhibit 15)

10. On July 6, 2021, Sullivant Jr. transferred \$5,000.00 to the joint account he has with Sullivant, Sr. (Transfer of \$5,000.00 to Regions *8739, Exhibit 5)

11. Sullivant, Sr. moved to Elmcroft in July of 2021 and no longer lived at the home located at 1002 Crawford Circle, Oxford, Mississippi. (Sullivant, Sr.'s July 2021 Costco Credit Card, Exhibit 6)

12. Sullivant, Sr. requested an accounting in his Complaint filed on October 25, 2021, and Sullivant, Jr. provided the same on December 9, 2021. (Complaint, Exhibit 7 and Accounting, Exhibit 8)

13. Sullivant, Jr.'s Accounting showed that he still owed Sullivant, Sr. \$51,035.70. (Accounting, Exhibit 8)

14. On December 10, 2021, former counsel for Sullivant, Jr., Brad Golmon, sent counsel for Sullivant, Sr. an email stating that Sullivant, Jr. would transfer the sum in the Accounting to Sullivant, Sr. the following day. (Email from Brad Golmon, Exhibit 10)

IV. Law and Legal Argument

A. Standard

The familiar standard of review involving a motion for summary judgment is as follows:

Rule 56(c) of the Mississippi Rules of Civil Procedure provides that summary judgment shall be granted by a court *if* "the pleadings, depositions, answers to interrogatories and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact." M.R.C.P. 56(c); *see Saucier*, 708 So.2d at 1354. *The moving party has the burden of demonstrating there is no genuine issue of material fact, while the nonmoving party should be given the benefit of every reasonable doubt. Tucker v. Hinds County*, 558 So.2d 869, 872

(Miss. 1990); *see also Heigle v. Heigle*, 771 So.2d 341,345 (Miss.2000). *Buchanan v. Ameristar Casino Vicksburg, Inc.*, 959 So.2d 969, 975 (Miss. 2007) (emphasis added).

A motion for summary judgment lies only when there is no genuine issue of material fact; *summary judgment is not a substitute for the trial of disputed fact issues. Accordingly, the court cannot try issues of fact on a Rule 56 motion; it may only determine whether there are issues to be tried.* Given this function, the court examines the affidavits or other evidence introduced on a Rule 56 motion simply to determine whether a triable issue exists, rather than for the purpose of resolving that issue. *Russell v. Orr*, 700 So.2d 619,626 (Miss. 1997), citing the *Miss. R. Evid.* 56 cmt. (emphasis added).

“All evidence is viewed in the light most favorable to the non-movant.” *Dancy v. East Mississippi State Hosp.*, 944 So.2d 10, 15 (Miss. 2006) citing *Palmer v. Biloxi Reg'l Met! Ctr., Inc.*, 564 So.2d 1346, 1354 (Miss.1990). It has been held that summary judgment, when questionable, is not proper. *See, Brown v. Credit Center, Inc.* 444 So.2d 358, 362 (Miss. 1983) holding “[i]ndeed, the party against whom the summary judgment has been sought should be given the benefit of *every reasonable doubt.*” (emphasis added), citing *Liberty Leasing Co. v. HiQsum Sales Corporation*, 380 F.2d 1013, 1015 (5th Cir.1967); *Heyward v. Public Housing Administration*, 238 F.2d 689,696 (5th Cir. 1956).

“Chancery Court is peculiarly capable of hearing the entire litigation on its facts and should view the granting of summary judgment with this peculiar capability in mind. Frequently a chancellor can hear the entire trial and provide this Court with a complete record in only slightly more time than the court could deal with a Motion for Summary Judgment. When this is the case, discretion gravitates toward a complete trial.” *Martin v. Simmons*, 571 So.2d 254, 258 (Miss. 1990). “[W]e recommend caution to all chancellors of this State in the granting of summary judgment.” *Id.* (emphasis added)

B. Applicable Case Law and Argument

Defendant's Assertion that he was within his Legal Right and Defendant's Assertion of Essential Elements Absent from Plaintiff's Claims

A durable power of attorney is a written document through which an individual (the “principal”) gives another person (the “agent”) the authority to act for the principal in accordance with the terms and conditions specified in the document. The connection between principal and agent is a particular type of agency relationship that is governed by the statutory requirements set forth in Title 87, Chapter 3 of the Mississippi Code. As with other principal-agent relationships, the party trusted with the responsibility in the power of attorney owes certain duties to the principal. See *In re Estate of Hemphill*, 186 So.3d 920, 933 (Miss. Ct. App. 2016) (citing Restatement (Third) of Agency § 8.07 (2006) (“An agent has a duty to act in accordance with the express and implied terms of any contract between the agent and the principal.”)). The principal must perform all duties designated in the contract consistently with his role as a fiduciary.

In the case of *Rich v. Sheppard*, Rich, the decedent’s “life partner,” without express permission or notice to the decedent, accessed the accounts online and named himself as 98% beneficiary on decedent’s Charles Schwab accounts. *Rich v. Sheppard*, Civil Action No. 3:16-CV-366, page 24 (S.D. Miss. 2018). Rich argues that he was not informed that his power of attorney had been stripped before he made the change, so he was under the impression that he was authorized to overrule the decedent’s decision and make himself the beneficiary. The Court stated that “[i]t is fundamental law that an agent owes his principal absolute good faith and fidelity, and he cannot in the exercise of his authority as agent acquire property or interest therein rightfully belonging to his principal without full disclosure and free consent of his principal.” *Id.* citing *McKinney v. King*, 498 So.2d 387, 388 (Miss. 1986).

This case is probably most analogous to the present case. Sullivan, Sr. was well within his right to transfer the \$230,000.00 to an account only in his name as, under Mississippi law, when an account is held in the name of one depositor *or* the other, then “each depositor is allowed to treat joint property as if it were entirely his own.” *Drummond v. Drummond*, 248 Miss. 25, 31, 156 So.2d 819, 821 (1963). He did not need Sullivan, Jr.’s consent to make the transfer. The issue is that Sullivan, Jr. misused his power of attorney to transfer the money into an account solely in his (Sullivan, Jr.’s) name. The power of attorney authorized the attorney-in-fact to do and perform “any and all banking business and transactions,” and transferring the \$230,000.00 is implicitly covered as banking business transaction. It was not disputed that Sullivan, Jr. had the “right” to conduct the transaction, *however*, this broad authority does not permit Sullivan, Jr. to engage in undisclosed, self-dealing activities. Again, “it is fundamental law that an agent owes his principal absolute good faith and fidelity, and he cannot in **the exercise of his authority as agent acquire property or interest therein rightfully belonging to his principal without full disclosure and free consent of his principal.**” *Estate of Johnson v. Johnson*, 237 So.3d 698, 707 (Miss. 2017) quoting *McKinney*, 498 So.2d at 388, (emphasis added.) If disputed, the attorney-in-fact's actions must be shown to be within the principal's intent when granting the power of attorney, in the best interests and for the benefit of the principal, and in accord with the duty of good faith owed by the attorney-in-fact to the principal. Any property or interest obtained in violation of the attorney-in-fact's fiduciary duty “thereby is voidable by, and may be set aside by the principal or his estate.” *Id.*

It is undisputed that the transfer of Sullivan, Sr.’s money by Sullivan, Jr. was done without Sullivan, Sr.’s consent. It is also undisputed that the transfer by Sullivan, Jr. was done without full disclosure by Sullivan, Jr. Sullivan, Sr. had to file a Complaint and request an Accounting. The Agreed Order entered on November 17, 2021 required Sullivan Jr. to “provide a full sworn

accounting of all monies that he has spent for the benefit of the Plaintiff, Robert Sullivan Sr. on or before December 10, 2021; and [Sullivan, Jr.] shall provide a full sworn accounting of the remaining funds from the \$230,000 transferred from [Sullivan, Sr.'s] account; and [Sullivan, Jr.] shall also provide a full sworn accounting of the monies from the Charles Schwab accounts 2454-6369 and 8175-1125.” The Order also enjoined Sullivan, Jr. from transferring, disposing, selling, or depleting any monies in his possession that he had obtained from Sullivan, Sr.’s accounts. The same restraining language was included in the Order entered on December 9, 2021 as well. In December of 2021, and **only** as a result of the court ordered Accounting, did Sullivan, Jr. transfer another approximately \$50,000.00 to Sullivan, Sr. Additionally, in Sullivan Jr.’s Answer and Counter-Complaint, he claims to have paid Sullivan, Sr.’s mortgage payments and utilities bills following the transfer of the money in June of 2021. In reality, Sullivan, Sr. lived at Elmcroft assisted living at this point and Sullivan, Jr. was simply paying the mortgage payment and the utility bills of where he alone lived. Sullivan, Sr. did not consent to Sullivan, Jr. using his funds to pay expenses at the house where only Sullivan, Jr. resided. Sullivan Sr. also never agreed with Sullivan, Jr.’s taking a credit of \$6,000.00 for a payment on the Costco credit card and the credit taken by Sullivan, Jr. was without the consent of Sullivan, Sr.

Defendant’s Assertion that Plaintiff has Failed to Cooperate with Procedure and Court Orders

An Agreed Order for Independent Medical Exams was entered on February 8, 2022, wherein the parties agreed to Dr. Hobbs and Dr. Thomas to conduct the IMEs on Sullivan, Sr. In summer of 2022, Dr. Hobbs retired from the practice of medicine due to medical reasons. Following Dr. Hobbs retirement, counsel for Sullivan, Sr. agreed to strike him as an expert. This occurred only a few months ago and not a year ago as stated by Sullivan, Jr.

There has been ongoing discussion regarding the need of a second IME for Sullivan, Sr. Additionally, an *Agreed Order Granting Motion to Exclude Testimony* was entered by this Court on October 31, 2022. Pursuant to said Order, the parties agreed not to use the any testimony of Dr. Hobbs. Only four days after the entry of the Order, on November 3, 2022, Sullivan Jr. filed his Motion requesting a second IME. Since that time, counsel for Sullivan, Sr. has provided Sullivan, Jr. with updates as to doctors that he has contacted regarding the IME. Sullivan, Jr. provides no support for his position that Sullivan, Sr. has conceded to the sole opinion of Dr. Thomas.

Defendant's Assertion that Plaintiff is still Acting Financially Reckless

It is important to note that Sullivan, Jr. never requested a conservator to be appointed for Sullivan, Sr. until after Sullivan, Sr. filed his Complaint. Sullivan, Jr. never objected to Sullivan, Sr. signing a Deed of Trust in 2020 following the purchase of a property, a Settlement Statement for the sale of a property in 2018, a Warranty Deed in 2021 following the sale of a property and a Warranty Deed in 2022 for the sale of a property, with Sullivan Sr. receiving money for the latter three. Sullivan, Jr. also received proceeds from the sale of property. But, Sullivan, Jr.'s own statements prove that Summary Judgment is not appropriate in this matter. It is apparent that Sullivan, Sr. is not of the opinion that Sullivan, Jr. has his best interests in mind.

The Mississippi Supreme Court has made it clear that that "where a party's intentional misconduct causes the opposing party to expend time and money needlessly, then attorney's fees and expenses should be awarded to the wronged party." *In re Estate of Thomas*, 28 So.3d 627, 637 (Miss. App. 2009) citing *Selleck v. S.F. Cockrell Trucking, Inc.*, 517 So.2d 558, 560 (Miss.1987); (see also *Ladner v. Ladner*, 436 So.2d 1366, 1370 (Miss.1983)). There is no argument that Sullivan, Jr.'s conduct was intentional and, if not for the filing of his Complaint, then Sullivan, Sr. would have no way to recoup his money from an account in only Sullivan, Jr.'s name. Wherefore, Sullivan, Sr. respectfully requests that the Court deny Sullivan, Jr.'s request for

summary judgment. Sullivant, Sr. seeks any other relief to which he may be entitled as set for in the Complaint filed in this matter.

RESPECTFULLY SUBMITTED this 3 day of January, 2023.

ROBERT SULLIVANT, SR., Plaintiff

BY: *Swayze Alford*
SWAYZE ALFORD (MSB #8642)
KAYLA WARE (MSB #104241)

OF COUNSEL:

SWAYZE ALFORD

Attorney at Law
1221 Madison Avenue
Post Office Box 1820
Oxford, Mississippi 38655
(662) 234-2025 phone
(662) 234-2198 fax

Counsel for Robert Sullivant, Sr.

CERTIFICATE OF SERVICE

I, Swayze Alford, attorney for Robert Sullivant Sr., do hereby certify that I have this day forwarded, via email, a true and correct copy of the above and foregoing *Plaintiff's Response in Opposition to the Defendant's Motion for Summary Judgment as to all Accounts* to the following:

Robert Sullivant, Jr.
robert@steelandbarn.com

SO CERTIFIED, this the 3 day of January, 2023.

Swayze Alford
SWAYZE ALFORD (MSB #8642)

GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **ROBERT SULLIVANT, SR.**, of the County of Panola, State of Mississippi, have made, constituted, and appointed, and by these presents do make, constitute, and appoint my son, **ROBERT SULLIVANT, JR.**, my true and lawful attorney for me, and in my name, and on my behalf (in the same manner, to the same extent, and as fully and with the same effect, as I could in person) as my true and lawful agent and attorney in fact:

To demand, collect, sue for, recover and receive all monies, goods, things, dividends, interest, rents, income, profits, avails, legacies, bequests, debts, accounts, claims and demands whatsoever, now or hereafter due or belonging to me or to which I may now be or hereafter become entitled; to have, use and take all lawful ways and means for the recovery thereof by attachments, garnishments, distress or otherwise; to make, execute and deliver acquittances, receipts, releases or other discharges therefore; and

To defend, settle, adjust, agree to or compromise all actions, suits, debts, accounts, claims and demands whatsoever, which are, or hereafter may be, pending between me and any person, partnership, limited liability company, association, corporation, government agency or other legal entity in such manner as my attorney may deem advisable or necessary; and

To do and perform at or with any bank, trust company, business trust, savings and loan association and/or other depository institution (any of the foregoing referred to hereinafter as "depository institution") of my attorney's selection any and all banking business and transactions, including, but not necessarily limited to, authority (1) to borrow money (as provided more fully hereinafter), (2) to draw, sign, accept, endorse and negotiate checks, drafts, bills or exchange, promissory notes, bonds and all other negotiable instruments, orders, directions and obligations for the payment of money or the delivery of property on whomsoever drawn and to whomsoever payable or directed or deliverable, (3) to receive and make and give valid receipts and acquittances for all of same, or the proceeds thereof, (4) to deposit the same, or the proceeds thereof, at any depository institution of my attorney's selection, (5) to withdraw the whole or any part of all balances now or hereafter on deposit to my credit at any depository institution, and (6) to demand and receive accountings thereof; and

To agree and arrange with any depository institution of my attorney's selection for any Agency or Custodian Account or other service account on such terms and conditions as my attorney may deem advisable or necessary; to continue any existing

arrangements or services of such character; to terminate any such existing or new arrangements or services; and

To have access to any safe deposit box or vault of mine, wherever situated; to take and have possession of all or any part of the contents thereof; to deal with and dispose of the contents thereof; and

To pay all sums of money which may now or hereafter be owing by me to any person, partnership, association, limited liability company, corporation, government agency or other legal entity upon any debt or obligation, in whatever manner evidenced, including, but not necessarily limited to, the expenses of my maintenance, support, medical, surgical, hospital or other institutional care and those similar expenses for those whom I am then legally obligated to maintain, support, educate or otherwise provide for; and

To prepare or cause to be prepared, and to file or cause to be filed, on my behalf any returns or reports for taxation required by any governmental authority; to pay any and all income, gift or other taxes, federal, state or otherwise, assessed against, or imposed upon, me, my income, my property real or personal, tangible or intangible, or the sale, exchange, assignment, transfer or other lawful disposition thereof; to act as my attorney, alone or with others of my attorney's selection and appointment, in connection with any tax matters including, but not necessarily limited to, refunds due, or deficiencies asserted against, me; to make on my behalf, execute and file refund claims, to file suits to recover refunds due me and to defend against deficiencies asserted against me with respect to any taxes; and

To purchase for my account, sell, exchange, pledge, hypothecate, endorse or otherwise deal with and dispose of, upon such terms and conditions as my attorney may deem advisable or necessary, any and all shares or certificates of stock, bonds including, but not necessarily limited to, any one or more or all of certain issues of United State Treasury bonds (referred to hereinafter as "flower bonds") redeemable at par and accrued interest to date of redemption and applicable in payment of federal estate taxes payable by reason of my death, promissory notes, or other securities or interests in property of any kind, nature or character whatsoever, now or hereafter belonging to me or to which I may now be or hereafter become entitled, or which may for any reason be standing in my name, issued by any person, partnership, association, limited liability company, corporation, government agency or other legal entity, to hold any such shares of stock, bonds, promissory notes or other securities or interests in property in registered or bearer form; and to make, execute and deliver an assignment or assignments of any such shares of stock, bonds, promissory notes or other securities or interests in property, and to transfer the same or any part thereof, in my attorney's discretion, into my attorney's name, or into the name or names of any other person or persons, or in blank; to vote, in person or by proxy

designated by my attorney, all shares or certificates of stock which may now or hereafter be standing in my name or which I may be entitled to vote, without necessity for securing, from time to time, further or additional authority so to do, other than this power of attorney; and

To consent in my name to any plan of re-organization or recapitalization of any corporation and to receive, accept and receipt for any stock, bonds, promissory notes or other securities or interests in property of any kind, nature or character whatsoever which may in any manner accrue to me by reason of such re-organization or recapitalization; and

To enter into, make, sign, execute, acknowledge, deliver and perform any contracts (including, but not necessarily limited to, contracts for the purchase, sale or lease of any real estate or interest in real estate owned by me), agreements or undertakings that may, in the unrestricted discretion of my attorney, be advisable or necessary with respect to any of my property, real or personal, tangible or intangible; and

To borrow money without personal liability for any purpose (including, but not necessarily limited to, the purchase of any real estate or interest in real estate); to secure such loan by pledge, hypothecation, mortgage, trust deed or other lien on any part of my property, real or personal, tangible or intangible; to sell all or any part of the property securing such loan to repay such loan; for the ultimate protection of my property to renew any indebtedness incurred by my attorney; and

To make, sign, execute, acknowledge and deliver any deed, conveyance, mortgage, deed of trust or other lien, lease for any term or bill of sale, whether with or without covenants and warranties, with respect to any real estate, buildings, improvements or other structures, wherever situated, and with respect to any personal property, tangible or intangible, which I may now or hereafter own or in which I may now or hereafter have an interest; and

Without in any way limiting the foregoing, generally to do, execute and perform any other acts, deeds, matters or things whatsoever that, in the discretion of my attorney, ought to be done, executed or performed, with respect to any of my property, real or personal, tangible or intangible, in the same manner, to the same extent, and as fully and with the same effect, as I could in person, hereby ratifying and confirming all that my attorney shall lawfully do or cause to be done by virtue of these presents. As a result of the foregoing, it is my express intention that my attorney shall have the power to buy, sell, encumber, lease or otherwise deal with respect to any property owned by me, whether it be real, personal, tangible or intangible.

My attorney shall not be liable in any manner for the exercise or non-exercise of the powers hereinbefore granted, except for the exercise of any of the powers hereinbefore granted (1) without good faith, (2) dishonestly, or (3) with an improper, even though not dishonest, motive.

This Power of Attorney is effective immediately. Pursuant to the Uniform Durable Power of Attorney Act, *Miss. Code Ann.* §87-3-101; *et seq.*, it is my intention that the authority granted under this Power of Attorney, once effective, shall not be affected by subsequent lapse of time, disability or incapacity and this Power of Attorney shall remain effective unless and until revoked by written instrument signed and acknowledged by me or the duly appointed, qualified and acting guardian or conservator of my person and estate, delivered to my attorney.

In the event my attorney shall take or attempt to take any action hereunder at a time actually following my death (but in good faith and without actual knowledge or notice of my death), I for myself, my devisees, heirs, legatees, distributees, executors or administrators, successors and assigns, in consideration of my attorney consenting to act as such, do hereby agree to indemnify and save harmless my attorney from any loss, damage or expense by reason of such action taken in good faith in reliance upon the authority hereinbefore granted; and any action so taken, unless otherwise invalid or unenforceable, shall be valid and binding upon my devisees, heirs, legatees, distributees, executors or administrators, successors and assigns.

Without limiting the foregoing paragraph, any action so taken by my attorney without actual knowledge of my death shall be, pursuant to the Uniform Durable Power of Attorney Act, *Miss. Code Ann.* §87-3-113, deemed to be an action in good faith under this power. An affidavit executed by my attorney stating that he did not have, at the time of exercise of a power, actual knowledge of the termination of this power by revocation or my death, is conclusive proof of the non-revocation

or non-termination of the power at that time. If the exercise of this Power of Attorney requires execution and delivery of any instrument that is recordable, the affidavit when authenticated for record is likewise recordable.

IN WITNESS WHEREOF, I have executed this instrument on this 12 day of
July, 2017.

Robert B. Sullivan Sr.
ROBERT SULLIVANT, SR.

STATE OF MISSISSIPPI

COUNTY OF Panola

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of July 2017, within my jurisdiction, the within named **ROBERT SULLIVANT, SR.**, who acknowledged that he executed the above and foregoing General Durable Power of Attorney on the day and year therein mentioned as his voluntary act and deed.

My Commission Expires:

11/1/2020



James R. Pitcock, Chancery Clerk
NOTARY PUBLIC
Raymond Anthony, Jr.



Panola County, MS-2nd
I certify this instrument was filed
on 07/12/2017 08:27:09 AM
and recorded in the
Power of Attorney
Book 2017 Page 378 - 382
James R Pitcock, Chancery Clerk

Judy Antor, Sr.



Book 2021 Page 150
Power of Attorney
05/20/2021 10:59:43 AM
Panola County, MS-2nd
James R Pittcock, Chancery Clerk

Panola County, MS-2nd
I certify this instrument was file:
on 05/20/2021 10:59:43 AM
and recorded in the
Power of Attorney
Book 2021 Page 150 - 150
James R Pittcock, Chancery Clerk

Ashley Parrish, O.C.

CANCELLATION OF DURABLE POWER OF ATTORNEY

STATE OF MISSISSIPPI
COUNTY OF PANOLA

I, ROBERT SULLIVANT, SR. do hereby cancel, revoke and nullify that certain
GENERAL DURABLE POWER OF ATTORNEY wherein I appointed ROBERT SULLIVANT,
JR. To be my true and lawful attorney-in-fact, which said document was executed by me on or
about July 12, 2017, and is recorded in Power of Attorney Book 2017 Pages 378-382.

SO CANCELED, REVOKED AND NULLIFIED on this 20th day of May 2021.

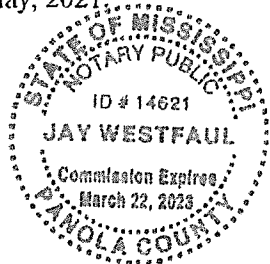
Robert Sullivan Sr.

ROBERT SULLIVANT, SR.

STATE OF MISSISSIPPI
COUNTY OF PANOLA

PERSONALLY came and appeared before me on this date within my jurisdiction, the
within named ROBERT SULLIVANT, SR. who executed the foregoing Cancellation of Durable
Power of Attorney in my presence as his own free act and voluntary deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 20th day of
May, 2021.



Jay Westfaul

NOTARY PUBLIC

EXHIBIT
"2"

RegionsConnect [Home](#) [My Account](#) [My Statements](#) [My Alerts](#) [My Transactions](#) [My Services](#) [My Settings](#) [My Profile](#) [My Preferences](#) [My Security](#) [My Support](#) [My Feedback](#) [My Help](#) [My About](#) [My Contact Us](#) [My Sign Out](#)

386 - Premium Money Market - 0312944653

Account Title ROBERT B SULLIVANT SR

Mailing Address 1002 CRAWFORD CIR
OXFORD, MS 38655-6107

Balance Information

| | | | | | |
|------------------------|---------|-----------------|---------|-------------------|---------------|
| Current Posted Balance | \$ 0.63 | Pending Debits | \$ 0.00 | Average Collected | \$ 230,002.00 |
| Available Balance | \$ 0.63 | Pending Credits | \$ 0.00 | 12-Month Average | \$ 19,166.66 |

Recent Transactions

| Last Three Credits | | Last Three Debits | |
|--------------------|---------------|-------------------|---------------|
| 05/20/2021 | \$ 0.63 | 06/09/2021 | \$ 250,000.00 |
| 05/19/2021 | \$ 230,000.00 | | |

Items in Process

| Type | Description |
|------|-------------|
| | |

Account Information Overdraft Interest
 Address Related Customers Additional Information

Detail Information

| | | | |
|-----------------|---------------------------------------|-----------------------|---------------------------------|
| Bank | 001 - Mississippi | Relationship Pricing | Yes |
| Office | 01503 - BATESVILLE MS | Special Pricing | No |
| Officer | 1508MG - BRANCH MANAGER BATESVILLE MS | Number of NSF's | 0 |
| Product Code | 386 | Days Overdrawn | 0 |
| Status | Open | Number of Occurrences | 0 |
| Last Activity | 06/03/2021 | Closed to Post | X - New Account / Allow Posting |
| Account Comment | | | |

Windows taskbar showing system tray with clock at 2:33 PM 6/15/2021 and various application icons.

EXHIBIT

113

Posted Transactions -- Webpage Dialog

Posted Transactions - 912 - 62+ LifeGreen Checking - 0238878739

Search Criteria

Search For:

Amount: From \$ To \$

Check Number: From To

Date: From To

Tran Code:

Search Results

| Date | Type | Amount | Serial Number | Code | Description | Current Posted Balance |
|------------|--------|---------------|---------------|------|-------------------------------------|------------------------|
| 06/09/2021 | Debit | \$ 230,000.00 | 21261175 | 0062 | EB TO CHECKING # 0217027217 | \$ 1,497.96 |
| 06/09/2021 | Credit | \$ 230,000.00 | | | DEPOSIT - IH... DEPOSIT - THANK YOU | \$ 231,497.96 |
| 05/02/2021 | Debit | \$ 2,000.00 | 3023390632 | 0062 | EB TO CHECKING # 0217027217 | \$ 1,497.96 |
| 05/19/2021 | Debit | \$ 230,000.00 | | 0058 | BANK DEBIT | \$ 3,497.96 |
| 05/18/2021 | Debit | \$ 3,000.00 | 8017562524 | 0062 | EB TO CHECKING # 0217027217 | \$ 233,497.96 |
| 05/17/2021 | Debit | \$ 2,000.00 | 7038931351 | 0062 | EB TO CHECKING # 0217027217 | \$ 236,497.96 |
| 05/07/2021 | Debit | \$ 1,500.00 | 7015039707 | 0062 | EB TO CHECKING # 0217027217 | \$ 238,497.96 |
| 05/07/2021 | Debit | \$ 1,500.00 | 7015039711 | 0062 | EB TO CHECKING # 0214456834 | \$ 239,997.96 |
| 05/07/2021 | Credit | \$ 3,000.00 | 7015066559 | 0026 | EB FROM CHECKING # 0214456834 | \$ 241,497.96 |
| 05/05/2021 | Credit | \$ 238,272.57 | | | DEPOSIT - IH... DEPOSIT - THANK YOU | \$ 238,497.96 |
| 04/30/2021 | Debit | \$ 6,000.00 | 3023390632 | 0062 | EB TO CHECKING # 0217027217 | \$ 175.00 |

Posted Transactions - Webpage Dialog

Posted Transactions - 223 - LifeGreen Preferred Checking - 0214456834

Search Criteria

Search For:

Amount: From \$ To \$

Check Number: From To

Date: From To

Tran Code:

Search Results

| Date | Type | Amount | Serial Number | Tran Code | Description | Current Posted Balance |
|------------|--------|---------------|---------------|-----------|--------------------------------|------------------------|
| 06/01/2021 | Debit | \$ 120.00 | 2014544322 | 0061 | PAYPAL INST XFER | \$ 7,950.57 |
| 06/01/2021 | Credit | \$ 230,000.00 | 8905765042 | 0129 | CREDIT-RETURNED CK#48005765042 | \$ 8,070.57 |
| 05/28/2021 | Debit | \$ 230,000.00 | 8905765042 | 0061 | TD AMERITRADE ACH IN | \$ 221,921.43 |
| 05/28/2021 | Credit | \$ 4,359.65 | 6020903859 | 0025 | TVA RETIREMENT S PAYMENT | \$ 0,678.57 |
| 05/26/2021 | Debit | \$ 154.32 | 6009194786 | 0061 | STATE FARM RO 27 SFPP | \$ 3,718.92 |
| 05/25/2021 | Debit | \$ 225.00 | 4035647602 | 0061 | PAYPAL INST XFER | \$ 3,077.24 |
| 05/25/2021 | Debit | \$ 103.31 | 4029872291 | 0061 | TALLAHATCHIE VAL ELEC. BILL | \$ 4,102.24 |
| 05/24/2021 | Debit | \$ 27.00 | 1812 | Check | Check | \$ 4,202.55 |
| 05/21/2021 | Debit | \$ 32.68 | 16232531 | 0061 | OXFORD UTILITIES UTIL PYMT | \$ 4,239.55 |
| 05/21/2021 | Debit | \$ 28.40 | 1809 | Check | Check | \$ 4,262.23 |

TRANSACTIONS & STATEMENTS

Transactions Statements Confirmations Shareholder Library

Type:

View range: |

View year: 2021 2020 2019 2018

View dates: to:

You can search a date range of up to one year.

Account Balances

| | |
|------------------------|--------------|
| 6/1/2021 Cash balance | \$225,037.13 |
| 6/30/2021 Cash balance | \$2,738.82 |
| Net change | \$0.00 |

Looking for tax documents?
To find 1099s and other tax documents, go to the Tax Center.

Sweeps: Hide sweeps

Sweeps are uninvested cash transactions that move in and out of cash alternatives.

or

Current-day transactions are not available. Same-day trade information can be viewed on the order status page, however current-day conditional/advanced orders will not be available.

Search results for 6/1/2021 to 6/30/2021

| Date/Time | Description | Amount | Commission | Reg Fee | Details |
|---------------------|---|-------------|------------|---------|-------------------------------------|
| 06/02/2021 17:23:12 | CLIENT REQUESTED ELECTRONIC FUNDING RECEIPT (FUNDS NOW) | -230,000.00 | 0.00 | 0.00 | <input checked="" type="checkbox"/> |
| 06/09/2021 14:43:13 | CLIENT REQUESTED ELECTRONIC FUNDING RECEIPT (FUNDS NOW) | 50,000.00 | 0.00 | 0.00 | <input checked="" type="checkbox"/> |

As a result of the 2020-2021 tax year, the IRS has issued a notice regarding the reporting of certain transactions. For more information, please visit the IRS website at <https://www.irs.gov/irb/2021-12/irb21-0401a01.html>.

JR - 000005

EXHIBIT

4

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- [Find a branch](#)
- [Contact us](#)
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History & Statements

[Transactions](#) [Statements](#) [Confirmations](#) [Shareholder Library](#)

Type:

View range: [Month-to-date](#) | [1 day](#) [7 days](#) [14 days](#) [30 days](#) [60 days](#)

View year: [2021](#) [2020](#) [2019](#) [2018](#)

View dates: to:

You can search a date range of up to one year.

Sweeps: Hide sweeps

Sweeps are uninvested cash transactions that move in and out of cash alternatives.

[View](#) or [Download](#)

Current-day transactions are not available. Same-day trade information can be viewed on the order status page, however current-day conditional/advanced orders will not be available.

Search results for 6/1/2021 to 6/30/2021

| Date/Time | Description | Amount | Commission | Reg Fee | Details |
|---------------------|---|-------------|------------|---------|---------|
| 06/02/2021 17:23:12 | CLIENT REQUESTED ELECTRONIC FUNDING RECEIPT (FUNDS NOW) | -230,000.00 | 0.00 | 0.00 | |
| 06/09/2021 14:43:13 | CLIENT REQUESTED ELECTRONIC FUNDING RECEIPT (FUNDS NOW) | 50,000.00 | 0.00 | 0.00 | |

An indication on this page that an interest payment is "taxable" or "non-taxable" refers to federal taxation only. Interest income may be subject to AMT or state and local taxes. TD Ameritrade does not provide tax advice. Please consult a qualified tax advisor to discuss your individual tax situation.

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Exhibit "D"

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Account rsullivantr [Collapse](#)

Quote Options: Enter underlying symbol and click Chain | Index: use "\$" (e.g. \$DJI) [Chain](#)

Enter a symbol and click QUOTE above

Action Quantity Stock Options Order type Price Time-in-force

Personal

ROBERT B SULLIVANT JR #7217

| | | | | |
|-------------------|----------------------------|----------------|--------------|-----------------|
| AVAILABLE BALANCE | PROMOTED AVAILABLE BALANCE | FUSILO BALANCE | TOTAL OFFERS | EMEROLD REWARDS |
| \$7,876.39 | \$7,876.39 | \$9,940.05 | 12 | 30,000 |

Activity Statements & Docs

Search for Transactions

Find posted transactions using any or all of the following options:

Date Range:

90 day custom range

From:

07/06/2021

To:

10/3/2021

Close

X

*Note: up to 18 months of transaction history can be searched using 90 day increments

Types:

Transfer

Amount Range:

Any amount

Check Numbers:

All

Pending Activity

| Status | Type | Description | Amount |
|--------|------|-------------|--------|
|--------|------|-------------|--------|

No transaction history records were found.

Posted Activity

| Date | Type | Description | Amount |
|----------|----------|----------------------------|-------------|
| 7/6/2021 | Transfer | EB TO CHECKING # *****8739 | -\$5,000.00 |



Send holiday funds with a Regions Gift Card or Western Union money transfer. Find a branch.

EXHIBIT

11511



Costco Anywhere Visa® Card by Citi-5139

Current Balance
\$8,763.50

Available Revolving Credit \$10,691.60
Statement closing Nov 22

Last Statement Balance
\$8,289.33

Minimum Payment Due \$188.21
Payment due Nov 20



Costco Cash Rewards Balance (Year to Date) \$ 248.05

Transactions

Statement closed Jul 22, 2021

Posted Total **-\$1,339.64**

JR - 000006

EXHIBIT

"6"

| Date | Cardmember | Description | Amount |
|--------------|--------------------|------------------------------------|----------|
| Jul 22, 2021 | ROBERT B SULLIVANT | INTEREST CHARGED TO STANDARD PURCH | \$104.07 |
| Jul 21, 2021 | ROBERT SULLIVANT | COSTCO WHSE #0352 CORDOVA TN | \$99.51 |
| Jul 19, 2021 | ROBERT B SULLIVANT | WAL-MART #0699 OXFORD MS | \$115.08 |
| Jul 16, 2021 | ROBERT B SULLIVANT | WM SUPERCENTER #699 OXFORD MS | \$10.89 |
| Jul 14, 2021 | ROBERT B SULLIVANT | WM SUPERCENTER #699 OXFORD MS | \$25.23 |
| Jul 13, 2021 | ROBERT B SULLIVANT | WM SUPERCENTER #699 OXFORD MS | \$23.44 |
| Jul 12, 2021 | ROBERT B SULLIVANT | MURPHY6789ATWALMART BATESVILLE MS | \$28.65 |
| Jul 12, 2021 | ROBERT B SULLIVANT | WM SUPERCENTER #1468 BATESVILLE MS | \$6.26 |

JR - 000007

| Date | Cardmember | Description | Amount |
|--------------|--------------------|--|------------|
| Jul 12, 2021 | ROBERT B SULLIVANT | WM SUPERCENTER #699 OXFORD MS | \$45.48 |
| Jul 10, 2021 | ROBERT B SULLIVANT | WAL-MART #0699 OXFORD MS | \$140.33 |
| Jul 09, 2021 | ROBERT B SULLIVANT | AUTOPAY 191023041527247RAUTOPAY AUTO-PMT | -\$209.83 |
| Jul 09, 2021 | ROBERT B SULLIVANT | 1070921 AUTOPAY RTN R01-INSUFFICIENT FUN | \$209.83 |
| Jul 09, 2021 | ROBERT B SULLIVANT | STRAIGHTTALK*SERVICES 877-430-2355 FL | \$17.28 |
| Jul 09, 2021 | ROBERT B SULLIVANT | FAM RWRDS 8773782158 877-3782158 MN | \$19.95 |
| Jul 09, 2021 | ROBERT B SULLIVANT | RETURN CHECK FEE - 070921 | \$29.00 |
| Jul 08, 2021 | ROBERT B SULLIVANT | ELMCROFT SENIOR LIVING LAKE OSWEGO OR | \$3,274.84 |

JR - 000008

| Date | Cardmember | Description | Amount |
|--------------|--------------------|--|-------------|
| Jul 07, 2021 | ROBERT B SULLIVANT | MCAFFEE *WWW.MCAFFEE.COM 866-622-3911 TX | \$128.39 |
| Jul 06, 2021 | ROBERT B SULLIVANT | ONLINE PAYMENT, THANK YOU | -\$6,000.00 |
| Jul 06, 2021 | ROBERT B SULLIVANT | WAL-MART #1468 BATESVILLE MS | \$20.31 |
| Jul 06, 2021 | ROBERT B SULLIVANT | MURPHY6789ATWALMART BATESVILLE MS | \$24.07 |
| Jul 04, 2021 | ROBERT SULLIVANT | KROGER FUEL #5473 OXFORD MS | \$49.50 |
| Jul 03, 2021 | ROBERT B SULLIVANT | WM SUPERCENTER #699 OXFORD MS | \$24.34 |
| Jul 02, 2021 | ROBERT B SULLIVANT | DPI 8447073780 844-7073780 MN | \$24.95 |
| Jul 02, 2021 | ROBERT SULLIVANT | MY OXFORD STORAGE 662-513-0199 MS | \$120.00 |

JR - 000009

| Date | Cardmember | Description | Amount |
|--------------|--------------------|---------------------------------------|---------|
| Jul 02, 2021 | ROBERT SULLIVANT | GOOGLE *YouTube TV 855-836-3987 CA | \$69.54 |
| Jul 01, 2021 | ROBERT B SULLIVANT | MURPHY6789ATWALMART BATESVILLE MS | \$19.62 |
| Jun 29, 2021 | ROBERT B SULLIVANT | MURPHY7566ATWALMART OXFORD MS | \$33.39 |
| Jun 29, 2021 | ROBERT B SULLIVANT | C SPIRE RECURRING PAY CMITCHELL@CSPMS | \$41.00 |
| Jun 27, 2021 | ROBERT B SULLIVANT | WAL-MART #0699 OXFORD MS | \$22.00 |
| Jun 27, 2021 | ROBERT B SULLIVANT | WM SUPERCENTER #699 OXFORD MS | \$15.37 |
| Jun 24, 2021 | ROBERT B SULLIVANT | MURPHY7566ATWALMART OXFORD MS | \$27.29 |
| Jun 24, 2021 | ROBERT B SULLIVANT | WM SUPERCENTER #699 OXFORD MS | \$28.11 |

JR - 000010

| Date | Cardmember | Description | Amount |
|--|--------------------|---------------------------------------|-------------|
| Jun 22, 2021 | ROBERT B SULLIVANT | SQ *COLEMAN'S BARBQ, LLC Senatobia MS | \$20.68 |
| Jun 22, 2021 | ROBERT SULLIVANT | KROGER FUEL #5473 OXFORD MS | \$51.79 |
| Total activity Statement closed Jul 22, 2021 | | | -\$1,339.64 |

| | |
|-------------------|-------------|
| Pending purchases | \$0.00 |
| Purchases | \$4,527.29 |
| Cash advances | \$0.00 |
| Payments/credits | -\$6,000.00 |
| Fees/interest | \$133.07 |

JR - 000011

FILED
STATE OF MISSISSIPPI
IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

2021 OCT 25 A 10:11

PLAINTIFF

VS.

CHANCERY CLERK CAUSE NO.: 2021-612

ROBERT SULLIVANT, JR.

BY DC RA

DEFENDANT W

COMPLAINT

COMES NOW Plaintiff, Robert Sullivant, Sr. ("Sullivant, Sr."), by and through undersigned counsel, and files this his *Complaint* against Defendant, Robert Sullivant, Jr. ("Sullivant, Jr.") and in support thereof would state as follows:

PARTIES

1. The Plaintiff, Robert Sullivant, Sr., is an adult resident citizen of Lafayette County, Mississippi.
2. Defendant, Robert Sullivant, Jr., is an adult citizen of Lafayette County, Mississippi, and may be served with process at 1002 Crawford Circle, Oxford, Mississippi, 38655, or wherever he may be found.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the parties and the subject matter herein.
4. Venue is proper in this Court.

FACTS

5. On July 12, 2017, Sullivant, Sr. executed a General Durable Power of Attorney appointing his son, Sullivant, Jr., as his lawful agent and attorney in fact. A copy of said General Durable Power of Attorney is attached as Exhibit "A" and incorporated by reference herein.
6. It recently came to Sullivant, Sr.'s attention that Sullivant, Jr. was taking very large

EXHIBIT

974

SCANNED

sums of money from Sullivant Sr.'s checking account. On or about May 19, 2021, Sullivant, Sr. opened a money market account with Regions Bank that was in his name only. That same day, Sullivant, Sr. transferred the sum of \$230,000.00 from a Regions account in which Sullivant, Jr. had signature authority to his new money market account.

7. On May 20, 2021, Sullivant, Sr. executed a Cancellation of Durable Power of Attorney, which was filed with the Panola County Chancery Clerk that same day. Sullivant, Sr. provided the Regions Bank in Batesville, Mississippi with a copy of the same. A copy of said Cancellation of Durable Power of Attorney is attached as Exhibit "B" and incorporated by reference herein.

8. Upon information and belief, Sullivant, Jr. went to the Regions Bank in Batesville and attempted to withdraw funds from Sullivant, Sr.'s new money market account, but was turned down. Sullivant, Jr. then went to the Regions Bank in Oxford, where he successfully withdrew and transferred the sum of \$230,000.00 from Sullivant, Sr.'s new money market account to an account only in his name.

9. Upon information and belief, Sullivant, Jr. also withdrew and/or traded monies and/or stocks from Sullivant, Sr.'s Schwab account without Sullivant, Sr.'s knowledge or permission. Sullivant, Jr. has taken Sullivant, Sr.'s money for his own personal use and benefit.

10. Sullivant, Jr. has in his possession certain furniture and other tangible items that are the property of Sullivant, Sr.

CAUSES OF ACTION

COUNT I **BREACH OF FIDUCIARY DUTY**

11. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-10.

12. Sullivan, Jr. in the role of Power of Attorney, owed a fiduciary duty to Sullivan, Sr. under Mississippi law. Among other things, Sullivan, Jr. breached this duty through taking advantage of his role as Sullivan Sr.'s power of attorney and self-dealing.

13. As a result of this breach, Sullivan, Sr. has been harmed and is entitled to damages.

COUNT II
BREACH OF THE DUTY OF CARE

14. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-12.

15. Sullivan, Jr. owed a duty of care to Sullivan, Sr. Additionally, it was to be a duty of care that an ordinarily prudent person in a like position would exercise under similar circumstances. Sullivan, Jr. breached this duty as set forth in the preceding paragraphs

16. As a result of this breach, Sullivan, Sr. has been proximately harmed and is entitled to damages.

COUNT III
NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS

17. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-16.

18. Sullivan, Jr. acted negligently toward Sullivan, Sr. by failing to comply with the terms and intentions of the Power of Attorney, which resulted in Sullivan, Sr. losing hundreds of thousands of dollars.

19. The actions by Sullivan, Jr. negligently caused harm to Sullivan, Sr.

20. Sullivan, Sr. suffered severe emotional distress as a result of Sullivan, Jr.'s negligent actions.

21. The emotional distress was foreseeable from the individual negligent actions of Sullivan, Jr., and these actions caused damages to Sullivan, Sr.

COUNT IV
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

22. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-21.
23. Sullivan, Jr. acted willfully and wantonly towards Sullivan, Sr.
24. Sullivan, Jr.'s actions, as set forth herein, are ones that evoke outrage or revulsion in civilized society; and these actions intended to cause harm to Sullivan, Sr..
25. Sullivan, Sr. suffered severe emotional distress as a result of Sullivan, Jr.'s actions.
26. The emotional distress was foreseeable from the intentional actions of Sullivan, Jr. and caused Sullivan, Sr. damages.

COUNT V
BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

27. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-26.
28. Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact, owed a duty of good faith and fair dealing to Sullivan, Sr. under Mississippi law. Sullivan, Jr. breached this duty, as set forth in the preceding paragraphs.
29. As a result of this breach, Sullivan, Sr. has been harmed and is entitled to damages.

COUNT VI
BREACH OF DUTY OF LOYALTY

30. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-29.
31. Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact, owed a duty of loyalty to Sullivan, Sr. under Mississippi law. Additionally, Sullivan, Jr. owed a duty of loyalty to Sullivan, Sr. pursuant to paragraph 1 on page 4 of the General Power of Attorney which states "[m]y attorney shall not be liable in any manner for the exercise or non-exercise of the powers

hereinbefore granted, except for the exercise of any of powers hereinbefore granted (1) without good faith, (2) dishonestly, or (3) with an improper, even though not dishonest, motive. 31.

As a result of this breach, Sullivant, Sr. has been harmed and is entitled to damages.

COUNT VII
NEGLIGENCE

32. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-31.

33. Sullivant, Jr., in the role of Sullivant, Sr.'s attorney in fact was negligent in his actions in violating the General Power of Attorney. Sullivant, Jr.'s management of Sullivant, Sr.'s accounts and affairs was to be in a manner that he reasonably believed to be in the best interests of Sullivant, Sr. Sullivant, Jr. was negligent in the management of Sullivant, Sr.'s accounts.

34. As a proximate result of this negligence caused by Sullivant, Jr., Sullivant, Sr. is entitled to damages.

COUNT VIII
GROSS NEGLIGENCE

35. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-34.

36. Sullivant, Jr., in the role of Sullivant, Sr.'s attorney in fact was grossly negligent in his actions in violating the General Power of Attorney. Sullivant, Jr. was grossly negligent in the management of Sullivant, Sr.'s accounts.

37. As a proximate result of this negligence caused by Sullivant, Jr., Sullivant, Sr. is entitled to damages.

COUNT IX
CONVERSION

38. Sullivant, Sr. re-alleges and incorporates by reference Paragraphs 1-37.

or non-termination of the power at that time. If the exercise of this Power of Attorney requires execution and delivery of any instrument that is recordable, the affidavit when authenticated for record is likewise recordable.

IN WITNESS WHEREOF, I have executed this instrument on this 12 day of July, 2017.

Robert B. Sullivan Sr.
ROBERT SULLIVANT, SR.

STATE OF MISSISSIPPI

COUNTY OF Panola

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of July 2017, within my jurisdiction, the within named **ROBERT SULLIVANT, SR.**, who acknowledged that he executed the above and foregoing General Durable Power of Attorney on the day and year therein mentioned as his voluntary act and deed.

My Commission Expires:

11/1/2020



James R. Pitcock, Chancery Clerk
NOTARY PUBLIC
Raymond Anthony Jr.



Panola County, MS-2nd
I certify this instrument was filed
on 07/12/2017 08:27:09 AM
and recorded in the
Power of Attorney
Book 2017 Page 378 - 382
James R. Pitcock, Chancery Clerk

Judy Antor, DC

39. Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact, wrongfully converted Sullivan, Sr.'s funds for his own benefit.

40. This unlawful conversion proximately harmed Sullivan, Sr. As a result, Sullivan, Sr. is entitled to damages.

COUNT X
UNJUST ENRICHMENT

41. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-40.

42. Only in this alternative to any claim or legal damages, Sullivan, Sr. makes a claim for unjust enrichment. Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact withdrew and retained a benefit in the form of Sullivan, Sr.'s funds to which was entitled.

43. Accordingly, Sullivan, Jr. has been unjustly enriched and Sullivan, Sr. is entitled to damages as a result of such unjust enrichment.

COUNT XI
PUNITIVE DAMAGES

44. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-43.

45. Given Sullivan, Jr.'s actual fraud, gross negligence and the intentional harm inflicted on Sullivan, Sr. by Sullivan, Jr., in the role of Sullivan, Sr.'s attorney in fact, Sullivan, Jr. is liable for punitive damages under Miss. Code Ann §11-1-65.

46. Sullivan, Sr. respectfully requests that the Court enter a judgment in their favor awarding punitive damages.

COUNT XII
INJUNCTIVE RELIEF AND RESTRAINING ORDER

47. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-46.

48. Pursuant to Miss. R. Civ. Pro. 65 Sullivan, Sr. seeks a temporary restraining order,

preliminary injunction and permanent injunction restraining and enjoining Sullivan, Jr. from transferring any further sums of money from Sullivan, Sr.'s accounts. Without the entry of a temporary restraining order, preliminary injunction and permanent injunction, immediate and irreparable injury, losses and damage caused by the unlawful conduct of the Defendants.

49. Sullivan, Sr. respectfully requests that the Court enter a temporary restraining order, preliminary injunction and permanent injunction restraining and enjoining Sullivan, Jr. from transferring any further sums of money from Sullivan, Sr.'s accounts.

50. Sullivan, Sr. further requests that Sullivan, Jr. be enjoined from using, transferring, withdrawing, or depleting any monies from Sullivan, Jr.'s accounts until this matter can be heard and Sullivan, Jr. account for all monies withdrawn by Sullivan, Jr. belonging to Sullivan, Sr.

COUNT XIII
EMERGENCY RELIEF

51. Sullivan, Sr. re-alleges and incorporates by reference Paragraphs 1-50.

52. Sullivan, Jr. has intentionally and willfully transferred \$230,000 of Sullivan, Sr.'s money to an account in his own name and refuses to return the money to Sullivan, Sr.

53. Sullivan, Sr. respectfully requests that the Court enter an Order instructing Regions to transfer the \$230,000 back to Sullivan, Sr.'s money market account.

54. Upon information and belief, Sullivan, Jr. intentionally and willfully withdrew and/or traded monies and/or stocks from Sullivan, Sr.'s Schwab account without Sullivan, Sr.'s knowledge or permission.

55. Sullivan, Sr. respectfully requests that the Court enter an Order instructing Sullivan, Jr. to return any monies and/or stocks he impermissibly withdrew and/or traded from

Sullivan, Sr.'s Schwab account.

56. Sullivant, Sr. respectfully requests that the Court enter an Order instructing Sullivant, Jr. to return any and all of Sullivant, Sr.'s possessions and/or property in which he has in his possession.

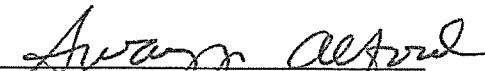
57. Sullivant, Sr. respectfully requests that the Court enter an Order instructing Sullivant, Jr. to return any other monies he impermissibly withdrew that belonged to Sullivan, Sr.

58. Sullivant, Sr. respectfully requests that the Court require Sullivant, Jr. to provide an accounting for all monies and/or stocks of Sullivant, Sr.'s to which he had access.

WHEREFORE PREMISES CONSIDERED, Robert Sullivant, Sr., respectfully requests that this Court render judgment against Sullivant, Jr. and award all relief requested herein and any other relief to which Sullivant, Sr. is entitled including, but not limited to, attorney's fees and expenses, and any other relief, general or specific, in which this Court finds mete and proper.

RESPECTFULLY SUBMITTED this 22 day of October, 2021.

ROBERT SULLIVANT, SR., Plaintiff

BY: 
SWAYZE ALFORD (MSB #8642)
KAYLA WARE (MSB #104241)

OF COUNSEL:

SWAYZE ALFORD
Attorney at Law
1221 Madison Avenue
Post Office Box 1820
Oxford, Mississippi 38655
(662) 234-2025 phone
(662) 234-2198 fax

Counsel for Robert Sullivant, Sr.

STATE OF MISSISSIPPI

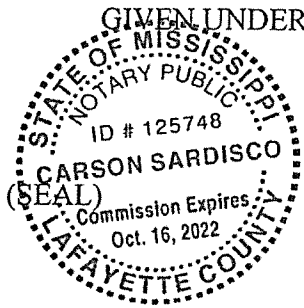
COUNTY OF LAFAYETTE

Before me the undersigned authority in and for the aforesaid county and state, this day there personally appeared the within named **ROBERT SULLIVANT, SR.**, who being duly sworn, on oath, states that he is the Plaintiff in the foregoing *Complaint* and that the matters, things and allegations made and contained in the above and foregoing *Complaint* are true and correct as therein stated and that any allegation made on information and belief, Affiant verily believes to be true.

Witness my signature, this 22 day of October, 2021.

Robert B. Sullivan Sr.
ROBERT SULLIVANT, SR.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this, 22nd day of October, 2021.



Carson Sardisco
NOTARY PUBLIC

GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **ROBERT SULLIVANT, SR.**, of the County of Panola, State of Mississippi, have made, constituted, and appointed, and by these presents do make, constitute, and appoint my son, **ROBERT SULLIVANT, JR.**, my true and lawful attorney for me, and in my name, and on my behalf (in the same manner, to the same extent, and as fully and with the same effect, as I could in person) as my true and lawful agent and attorney in fact:

To demand, collect, sue for, recover and receive all monies, goods, things, dividends, interest, rents, income, profits, avails, legacies, bequests, debts, accounts, claims and demands whatsoever, now or hereafter due or belonging to me or to which I may now be or hereafter become entitled; to have, use and take all lawful ways and means for the recovery thereof by attachments, garnishments, distress or otherwise; to make, execute and deliver acquittances, receipts, releases or other discharges therefore; and

To defend, settle, adjust, agree to or compromise all actions, suits, debts, accounts, claims and demands whatsoever, which are, or hereafter may be, pending between me and any person, partnership, limited liability company, association, corporation, government agency or other legal entity in such manner as my attorney may deem advisable or necessary; and

To do and perform at or with any bank, trust company, business trust, savings and loan association and/or other depository institution (any of the foregoing referred to hereinafter as "depository institution") of my attorney's selection any and all banking business and transactions, including, but not necessarily limited to, authority (1) to borrow money (as provided more fully hereinafter), (2) to draw, sign, accept, endorse and negotiate checks, drafts, bills or exchange, promissory notes, bonds and all other negotiable instruments, orders, directions and obligations for the payment of money or the delivery of property on whomsoever drawn and to whomsoever payable or directed or deliverable, (3) to receive and make and give valid receipts and acquittances for all of same, or the proceeds thereof, (4) to deposit the same, or the proceeds thereof, at any depository institution of my attorney's selection, (5) to withdraw the whole or any part of all balances now or hereafter on deposit to my credit at any depository institution, and (6) to demand and receive accountings thereof; and

To agree and arrange with any depository institution of my attorney's selection for any Agency or Custodian Account or other service account on such terms and conditions as my attorney may deem advisable or necessary; to continue any existing

arrangements or services of such character; to terminate any such existing or new arrangements or services; and

To have access to any safe deposit box or vault of mine, wherever situated; to take and have possession of all or any part of the contents thereof; to deal with and dispose of the contents thereof; and

To pay all sums of money which may now or hereafter be owing by me to any person, partnership, association, limited liability company, corporation, government agency or other legal entity upon any debt or obligation, in whatever manner evidenced, including, but not necessarily limited to, the expenses of my maintenance, support, medical, surgical, hospital or other institutional care and those similar expenses for those whom I am then legally obligated to maintain, support, educate or otherwise provide for; and

To prepare or cause to be prepared, and to file or cause to be filed, on my behalf any returns or reports for taxation required by any governmental authority; to pay any and all income, gift or other taxes, federal, state or otherwise, assessed against, or imposed upon, me, my income, my property real or personal, tangible or intangible, or the sale, exchange, assignment, transfer or other lawful disposition thereof; to act as my attorney, alone or with others of my attorney's selection and appointment, in connection with any tax matters including, but not necessarily limited to, refunds due, or deficiencies asserted against, me; to make on my behalf, execute and file refund claims, to file suits to recover refunds due me and to defend against deficiencies asserted against me with respect to any taxes; and

To purchase for my account, sell, exchange, pledge, hypothecate, endorse or otherwise deal with and dispose of, upon such terms and conditions as my attorney may deem advisable or necessary, any and all shares or certificates of stock, bonds including, but not necessarily limited to, any one or more or all of certain issues of United State Treasury bonds (referred to hereinafter as "flower bonds") redeemable at par and accrued interest to date of redemption and applicable in payment of federal estate taxes payable by reason of my death, promissory notes, or other securities or interests in property of any kind, nature or character whatsoever, now or hereafter belonging to me or to which I may now be or hereafter become entitled, or which may for any reason be standing in my name, issued by any person, partnership, association, limited liability company, corporation, government agency or other legal entity, to hold any such shares of stock, bonds, promissory notes or other securities or interests in property in registered or bearer form; and to make, execute and deliver an assignment or assignments of any such shares of stock, bonds, promissory notes or other securities or interests in property, and to transfer the same or any part thereof, in my attorney's discretion, into my attorney's name, or into the name or names of any other person or persons, or in blank; to vote, in person or by proxy

designated by my attorney, all shares or certificates of stock which may now or hereafter be standing in my name or which I may be entitled to vote, without necessity for securing, from time to time, further or additional authority so to do, other than this power of attorney; and

To consent in my name to any plan of re-organization or recapitalization of any corporation and to receive, accept and receipt for any stock, bonds, promissory notes or other securities or interests in property of any kind, nature or character whatsoever which may in any manner accrue to me by reason of such re-organization or recapitalization; and

To enter into, make, sign, execute, acknowledge, deliver and perform any contracts (including, but not necessarily limited to, contracts for the purchase, sale or lease of any real estate or interest in real estate owned by me), agreements or undertakings that may, in the unrestricted discretion of my attorney, be advisable or necessary with respect to any of my property, real or personal, tangible or intangible; and

To borrow money without personal liability for any purpose (including, but not necessarily limited to, the purchase of any real estate or interest in real estate); to secure such loan by pledge, hypothecation, mortgage, trust deed or other lien on any part of my property, real or personal, tangible or intangible; to sell all or any part of the property securing such loan to repay such loan; for the ultimate protection of my property to renew any indebtedness incurred by my attorney; and

To make, sign, execute, acknowledge and deliver any deed, conveyance, mortgage, deed of trust or other lien, lease for any term or bill of sale, whether with or without covenants and warranties, with respect to any real estate, buildings, improvements or other structures, wherever situated, and with respect to any personal property, tangible or intangible, which I may now or hereafter own or in which I may now or hereafter have an interest; and

Without in any way limiting the foregoing, generally to do, execute and perform any other acts, deeds, matters or things whatsoever that, in the discretion of my attorney, ought to be done, executed or performed, with respect to any of my property, real or personal, tangible or intangible, in the same manner, to the same extent, and as fully and with the same effect, as I could in person, hereby ratifying and confirming all that my attorney shall lawfully do or cause to be done by virtue of these presents. As a result of the foregoing, it is my express intention that my attorney shall have the power to buy, sell, encumber, lease or otherwise deal with respect to any property owned by me, whether it be real, personal, tangible or intangible.

My attorney shall not be liable in any manner for the exercise or non-exercise of the powers hereinbefore granted, except for the exercise of any of the powers hereinbefore granted (1) without good faith, (2) dishonestly, or (3) with an improper, even though not dishonest, motive.

This Power of Attorney is effective immediately. Pursuant to the Uniform Durable Power of Attorney Act, *Miss. Code Ann.* §87-3-101; *et seq.*, it is my intention that the authority granted under this Power of Attorney, once effective, shall not be affected by subsequent lapse of time, disability or incapacity and this Power of Attorney shall remain effective unless and until revoked by written instrument signed and acknowledged by me or the duly appointed, qualified and acting guardian or conservator of my person and estate, delivered to my attorney.

In the event my attorney shall take or attempt to take any action hereunder at a time actually following my death (but in good faith and without actual knowledge or notice of my death), I for myself, my devisees, heirs, legatees, distributees, executors or administrators, successors and assigns, in consideration of my attorney consenting to act as such, do hereby agree to indemnify and save harmless my attorney from any loss, damage or expense by reason of such action taken in good faith in reliance upon the authority hereinbefore granted; and any action so taken, unless otherwise invalid or unenforceable, shall be valid and binding upon my devisees, heirs, legatees, distributees, executors or administrators, successors and assigns.

Without limiting the foregoing paragraph, any action so taken by my attorney without actual knowledge of my death shall be, pursuant to the Uniform Durable Power of Attorney Act, *Miss. Code Ann.* §87-3-113, deemed to be an action in good faith under this power. An affidavit executed by my attorney stating that he did not have, at the time of exercise of a power, actual knowledge of the termination of this power by revocation or my death, is conclusive proof of the non-revocation

or non-termination of the power at that time. If the exercise of this Power of Attorney requires execution and delivery of any instrument that is recordable, the affidavit when authenticated for record is likewise recordable.

IN WITNESS WHEREOF, I have executed this instrument on this 12 day of July, 2017.

Robert B. Sullivan Sr.
ROBERT SULLIVANT, SR.

STATE OF MISSISSIPPI

COUNTY OF Panola

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of July 2017, within my jurisdiction, the within named **ROBERT SULLIVANT, SR.**, who acknowledged that he executed the above and foregoing General Durable Power of Attorney on the day and year therein mentioned as his voluntary act and deed.

My Commission Expires:

11/1/2020



James R. Pitcock, Chancery Clerk
NOTARY PUBLIC
Raymond Anthony Jr.



Panola County, MS-2nd
I certify this instrument was filed
on 07/12/2017 08:27:09 AM
and recorded in the
Power of Attorney
Book 2017 Page 378 - 382
James R Pitcock, Chancery Clerk

Judy Auten, DC



Book 2021 Page 150
Power of Attorney
05/20/2021 10:59:43 AM
Panola County, MS-2nd
James R Pittcock, Chancery Clerk

Panola County, MS-2nd
I certify this instrument was filed
on 05/20/2021 10:59:43 AM
and recorded in the
Power of Attorney
Book 2021 Page 150 - 150
James R Pittcock, Chancery Clerk

Ashley Parsons, D.C.

CANCELLATION OF DURABLE POWER OF ATTORNEY

STATE OF MISSISSIPPI
COUNTY OF PANOLA

I, ROBERT SULLIVANT, SR. do hereby cancel, revoke and nullify that certain
GENERAL DURABLE POWER OF ATTORNEY wherein I appointed ROBERT SULLIVANT,
JR. To be my true and lawful attorney-in-fact, which said document was executed by me on or
about July 12, 2017, and is recorded in Power of Attorney Book 2017 Pages 378-382.

SO CANCELED, REVOKED AND NULLIFIED on this 20th day of May 2021.

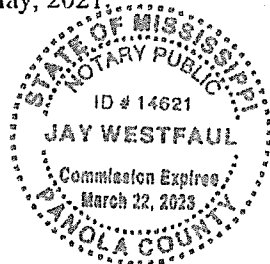
Robert Sullivant Sr.

ROBERT SULLIVANT, SR.

STATE OF MISSISSIPPI
COUNTY OF PANOLA

PERSONALLY came and appeared before me on this date within my jurisdiction, the
within named ROBERT SULLIVANT, SR. who executed the foregoing Cancellation of Durable
Power of Attorney in my presence as his own free act and voluntary deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 20th day of
May, 2021.



Jay Westfaul

NOTARY PUBLIC

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

PLAINTIFF

VS.

CAUSE NO.: 2021-612(W)

ROBERT SULLIVANT, JR.

DEFENDANT

ACCOUNTING

COMES NOW, the Defendant, Robert Sullivant, Jr., hereafter "Jr.," through undersigned counsel, and for his ACCOUNTING required by the Agreed Order dated the 17th day of November, 2021, in this matter, states the following:

1. Certain property was sold in Panola County, Mississippi. The Deed for which is attached as Exhibit "A." That property was property of my mother and because she died intestate and because I am their only child, it became the joint property of myself and my father in equal amounts.
2. That property was sold and the Closing Disclosure for that transaction is attached as Exhibit "B."
3. The check arising from the sale is attached as Exhibit "C."
4. \$230,000.00 of that check was deposited into the Joint Account at Regions Bank that I have with my father.
5. Because we were joint owners of that property, half of that check was my fathers, amounting to \$115,000.00 and the other half was mine.
6. Attached as Exhibit "D," is evidence of my transfer of \$50,000.00 to his T.D. AmeriTrade account.
7. Attached as Exhibit "E," is evidence of my payment of his Costco Visa in the amount

EXHIBIT

"E"

of \$6,000.00 for the benefit of my father

8. Attached as Exhibit "F," is evidence of my transfer to the joint account of \$5,000.00 for his use.

9. Attached as Exhibit "G," is evidence of the monthly mortgage obligation in the amount of \$937.44 monthly. Because he did not make these payments, I did for the months of August, September, October and November in the amount of \$937.44 each, one half of which should be charged to him, amounting to \$1,874.88.

10. I also paid his Centerpoint Energy gas bills and one half of these expenses should be charged to him, amounting to \$48.89.

11. I also paid his bill to Northeast Power and one half of these expenses should be charged to him, amounting to \$205.50.

12. I also paid his Home Depot Credit Card in the amount of \$200 on September 9 and a subsequent \$200 on October 19.

13. Attached as Exhibit "H," is my payment of his State Farm Insurance premium in the amount of \$435.05.

14. Taking these sums from \$115,000.00 results in \$51,035.70.

15. In terms of accounting for the Schwab account ending in the digits 6369, I have no records of what happened with this account, as it was closed more than five years ago. I do recall that it was closed in March of 2016, and that the funds were split with one portion going into the conservatorship account for my mother and the other half going into my father's T.D. AmeriTrade account. What my father did with the funds that were allocable to him past that point in within his knowledge and control.

16. I further state that the Charles Schwab account ending in account number 1125 was closed on March 14, 2016, and the assets there transferred to the T.D. AmeriTrade account of his father, amounting to cash in the amount of \$182,473.00 and 967 QQQ shares. What my father did with these funds once they went into his individual T.D. AmeriTrade account is within the control and power of my father.

THEREFORE, having accounted for the proceeds arising out of the sale of the Panola County property, as required by this Court's recent Order, Robert Sullivant, Jr. asks that this Court accept this accounting and discharge him from any further responsibility arising out of that Order. Robert Sullivant, Jr. asks for such other relief as this Court may find merited under the circumstances.

Respectfully submitted, this the 9th day of December, 2021.



ROBERT SULLIVANT, JR., DEFENDANT

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

I, Robert Sullivant, Jr., Defendant, after having been duly sworn, verify that to the best of my knowledge, information and believe, the matters set forth in the foregoing Accounting are true and correct.

Respectfully submitted, this the 9th day of December, 2021.



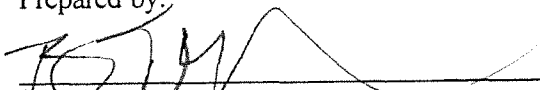
ROBERT SULLIVANT, JR.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 9th day of December, 2021.



NOTARY PUBLIC

Prepared by:



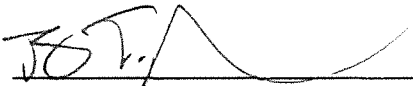
BRADLEY T. GOLMON (MSB #10261)
Counsel for Defendant, Robert Sullivant, Jr.
HOLCOMB, DUNBAR, WATTS, BEST,
MASTERS & GOLMON, P.A.
400 Enterprise Drive
Post Office Drawer 707
Oxford, MS 38655
Telephone (662) 234-8772
Facsimile (662) 238-7552

CERTIFICATE OF SERVICE

I, BRADLEY T. GOLMON, do hereby certify that a copy of the foregoing document has been mailed, postage prepaid, to the following:

Swayze Alford, Esq. (MSB #8642)
Kayla Ware, Esq. (MSB #104241)
Post Office Drawer 1820
Oxford, Mississippi 38655
(662) 234-2025 phone
(662) 234-2198 facsimile

THIS, the 1st day of December, 2021.



BRADLEY T. GOLMON



Book 2021 Page 2176
Deed
05/05/2021 09:56:32 AM
Panola County, MS-2nd
James R Pitcock, Chancery Clerk

Panola County, MS-2nd
I certify this instrument was file
on 05/05/2021 09:56:32 AM
and recorded in the
Deed
Book 2021 Page 2176 - 2178
James R Pitcock, Chancery Clerk

Ashley Parnis, D.C.

WARRANTY DEED

GRANTORS:

ROBERT SULLIVANT SR.
ROBERT SULLIVANT JR.
*1002 Crawford Cir
Oxford MS 38655
(601) - 739-9915*

GRANTEE:

JENNIFER CARR
7032 Pope Water Valley Rd.
Pope, MS 38658
(901) 515-7348

Indexing: A PART OF THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 10
SOUTH, RANGE 6 WEST

PREPARED BY & RETURN TO:

BAILEY WOMBLE & YELTON
JAMES ANDREW YELTON/MSB#10800
P. O. Box 1615
Batesville, MS 38606
(662) 563-4508

STATE OF MISSISSIPPI

COUNTY OF PANOLA

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths (\$10.00) Dollars, this
day, cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of

Exhibit "A"

which is hereby acknowledged, **WE, ROBERT SULLIVANT SR. and ROBERT SULLIVANT JR.**, do hereby grant, bargain, sell, convey and warrant unto, **JENNIFER CARR**, the following described property located in the Second Judicial District of Panola County, Mississippi, to-wit:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 10 SOUTH, RANGE 6 WEST, PANOLA COUNTY, MISSISSIPPI, RUN THENCE SOUTH FOR A DISTANCE OF 1856.33 FEET; RUN THENCE EAST FOR A DISTANCE OF 5286.35 FEET TO THE POINT OF BEGINNING, RUN THENCE WEST FOR A DISTANCE OF 1461.51 FEET TO THE CENTER OF A DITCH; RUN THENCE N 44° 44'48" E ALONG SAID DITCH FOR A DISTANCE OF 202.02 FEET TO A FENCE LINE; RUN THENCE NORTH ALONG SAID FENCE FOR A DISTANCE OF 1669.46 FEET TO THE SOUTH RIGHT-OF-WAY OF POPE-SHUFORD ROAD; RUN THENCE S 89°33' 12" E ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 1320.00 FEET; RUN THENCE S 00°01'16" W FOR A DISTANCE OF 1802.65 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 SOUTH, RANGE 6 WEST, PANOLA COUNTY, MISSISSIPPI AND CONTAINING 55.00 ACRES.

Said property being Tract 1 in Deed of record in Book W-9 at Page 1.

Grantors certify that they are single.

Subject to all public and private road rights-of-way and public utility easements, recorded and unrecorded. Also subject to the Ordinances of Panola County, Mississippi, including Subdivision, Zoning and Building.

Taxes and assessments on said property for the year 2021 were pro-rated as of the date of this instruments and Grantee assumes the responsibility to pay the same when they become due and payable.

WITNESS OUR SIGNATURES, this the 5 day of May, 2021.

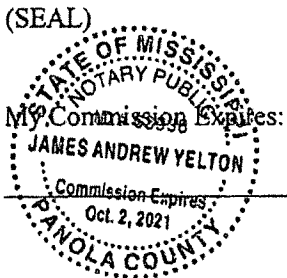
Robert Sullivan Sr.
ROBERT SULLIVANT SR.
Robert Sullivan Jr.
ROBERT SULLIVANT JR.

STATE OF MISSISSIPPI
COUNTY OF PANOLA

THIS DAY personally appeared before me, the undersigned authority within and for the said county and state, on this the 5 day of May, 2021, within my jurisdiction, the within named ROBERT SULLIVANT SR. and ROBERT SULLIVANT JR., who acknowledged that they executed the above and foregoing instrument.

SWORN TO AND SUBSCRIBED before me on this the 5 day of May, 2021.

[Signature]
NOTARY PUBLIC



Closing Disclosure

| | | | |
|----------------------------|---|--------------------------------|---|
| Closing Information | | Transaction Information | |
| Date Issued | 4/5/2021 | Borrower | Jennifer Carr |
| Closing Date | 5/5/2021 | | |
| Disbursement Date | 5/5/2021 | | |
| Settlement Agent | Bailey & Womble Law Firm | Seller | Robert Sullivan Sr & Robert Sullivan Jr |
| File # | Carr, Jennifer (RE) | | |
| Property | 7032 Pope Water Valley Rd Pope, MS 38658 | | |
| Sale Price | \$254,000.00 | | |

Summaries of Transactions

| | | | |
|--|----------------------|----|--------------|
| SELLER'S TRANSACTION | | | |
| M. Due to Seller at Closing | | | \$254,000.00 |
| 01 Sale Price of Property | | | \$254,000.00 |
| 02 Sale Price of Any Personal Property Included in Sale | | | |
| 03 | | | |
| 04 | | | |
| 05 | | | |
| 06 | | | |
| 07 | | | |
| 08 | | | |
| Adjustments for Items Paid by Seller in Advance | | | |
| 09 City/Town Taxes | to | \$ | 0.00 |
| 10 County Taxes | to | \$ | 0.00 |
| 11 Assessments | to | \$ | 0.00 |
| 12 <input type="checkbox"/> | to | \$ | 0.00 |
| 13 | | | |
| 14 | | | |
| 15 | | | |
| 16 | | | |
| N. Due from Seller at Closing | | \$ | 16,727.43 |
| 01 Excess Deposit | | | |
| 02 Closing Costs Paid at Closing (J) | | \$ | 15,547.00 |
| 03 Existing Loan(s) Assumed or Taken Subject to | | | |
| 04 Payoff of First Mortgage Loan | | | |
| 05 Payoff of Second Mortgage Loan | | | |
| 06 | | | |
| 07 | | | |
| 08 Seller Credit | | \$ | 0.00 |
| 09 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| Adjustments for Items Unpaid by Seller | | | |
| 14 City/Town Taxes | to | \$ | 0.00 |
| 15 County Taxes | 1/1/2021 to 5/5/2021 | \$ | 180.43 |
| 16 Assessments | to | \$ | 0.00 |
| 17 <input type="checkbox"/> | to | \$ | 0.00 |
| 18 | | | |
| 19 | | | |
| CALCULATION | | | |
| Total Due to Seller at Closing (M) | | \$ | 254,000.00 |
| Total Due from Seller at Closing (N) | | \$ | (15,727.43) |
| Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller | | \$ | 238,272.57 |

Contact Information

| | |
|-------------------------------|---|
| REAL ESTATE BROKER (B) | |
| Name | Kessinger Real Estate |
| Address | 2901 Old Taylor Road Oxford, MS 38655 |
| License ID | S-30863 |
| Contact | McKenzie Darnell |
| Contact License ID | |
| Email | MckenzieDarnell4@gmail.com |
| Phone | (662) 234-6555 |
| REAL ESTATE BROKER (S) | |
| Name | Tom Smith Land & Homes |
| Address | 601 Crescent Blvd, 103 Ridgeland, MS 39167 |
| License ID | 19544 |
| Contact | Michael Oswalt |
| Contact License ID | |
| Email | |
| Phone | (602) 268-6333 |
| SETTLEMENT AGENT | |
| Name | Bailey & Womble Law Firm |
| Address | 357 Highway 51 North Batesville, MS 38606 |
| License ID | 0007 |
| Contact | James A Yelton |
| Contact License ID | 10800 |
| Email | andy@panola.com |
| Phone | (662) 563-4508 |



Questions? If you have questions about the loan terms or costs on this form, use the contact information above. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

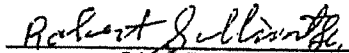
Closing Cost Details

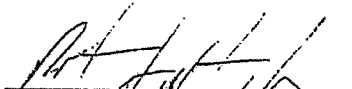
| Loan Costs | Seller-Paid | |
|---|-------------|----------------|
| | At Closing | Before Closing |
| A. Origination Charges | | |
| 01 1.3% of Loan Amount (Points) | | |
| 02 Processing Fee | | |
| 03 Underwriting Fee | | |
| 04 | | |
| 05 | | |
| 06 | | |
| 07 | | |
| 08 | | |
| B. Services Borrower Did Not Shop For | | |
| 01 Appraisal Fee | | |
| 02 Credit Monitoring Service | | |
| 03 Credit Report | | |
| 04 Flood Determination | | |
| 05 Flood Life of Loan | | |
| 06 Life of Loan Tax | | |
| 07 Tax Certification | | |
| 08 | | |
| 09 | | |
| 10 | | |
| C. Services Borrower Did Shop For | | |
| 01 Title Closing fee to Bailey & Womble Law Firm | | |
| 02 Title Document Prep to Bailey & Womble Law Firm | | |
| 03 Title Overnight Mail to Bailey & Womble Law Firm | | |
| 04 Title CPL to Security Title | | |
| 05 Title Lenders Title Insurance to Security Title | | |
| 06 | | |
| 07 | | |
| 08 | | |

| Other Costs | | II. | |
|--|--|--------------------|----------------|
| E. Taxes and Other Government Fees | | | |
| 01 Recording Fees | Deed: \$26.00 Mortgage: \$41.00 | | |
| 02 Transfer Tax | to: | | |
| F. Prepays | | | |
| 01 Homeowner's Insurance Premium (mo.) to: | | | |
| 02 Mortgage Insurance Premium (mo.) to: | | | |
| 03 Prepaid Interest | per day from to | | |
| 04 Property Taxes (mo.) to: | | | |
| 05 | | | |
| G. Initial Escrow Payment at Closing | | | |
| 01 Homeowner's Insurance | per month for mo. | | |
| 02 Mortgage Insurance | per month for mo. | | |
| 03 Property Taxes | per month for mo. | | |
| 04 | per month for mo. | | |
| 05 | per month for mo. | | |
| 06 | per month for mo. | | |
| 07 | | | |
| 08 Aggregate Adjustment | | | |
| H. Other | | | |
| 01 Real Estate Commission | \$7,620.00 to: Kessinger Real Estate | \$7,620.00 | |
| 02 Real Estate Commission | \$7,620.00 to: Tom Smith Home and Land | \$7,620.00 | |
| 03 Termite Report to Pass Termite | | \$107.00 | |
| 04 Deed Preparation to Bailey & Womble Law Firm | | \$200.00 | |
| 05 Title Owners Title Insurance (optional) to Security Title | | | |
| 06 | | | |
| 07 | | | |
| 08 | | | |
| 09 | | | |
| 10 | | | |
| 11 | | | |
| J. TOTAL CLOSING COSTS | | \$15,647.00 | \$ 0.00 |

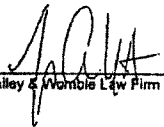
CERTIFICATION

I have carefully reviewed this Closing Disclosure and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Closing Disclosure form.


Robert Sullivan Sr Seller


Robert Sullivan Jr Seller

To the best of my knowledge the Closing Disclosure which I have prepared is true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


Bailey & Womble Law Firm Settlement Agent 5-5-21 Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

BAILEY WOMBLE & YELTON
ESCROW ACCOUNT 2
P. O. BOX 1815
BATESVILLE, MS 38608-4115

BANCORPSOUTH BANK
BATESVILLE, MS 38608
85-127/842

7894

5/5/2021

PAY TO THE ORDER OF Robert Sullivant & Robert Sullivant, Jr

\$ 238,272.57

Two Hundred Thirty-Eight Thousand Two Hundred Seventy-Two and 57/100 DOLLARS

PROTECTED AGAINST FRAUD

Robert Sullivant & Robert Sullivant, Jr.

Janice A. Greer

MEMO

Jennifer Carr - RE (Loan Proceeds)

⑈007894⑈

© 2014 WYLLIUM INC. 1-800-543-4838

Details on Back
Infinite CheckLock™ Secure Check

Exhibit "C"

[Printer-friendly page](#) | [Page help](#)

History & Statements

[Transactions](#) [Statements](#) [Confirmations](#) [Shareholder Library](#)

Type: Deposit & Withdrawals

View range: [Month-to-date](#) | [1 day](#) [7 days](#) [14 days](#) [30 days](#) [60 days](#)

View year: [2021](#) [2020](#) [2019](#) [2018](#)

View dates: June 1 2021 to: June 30 2021

You can search a date range of up to one year.

Sweeps: Hide sweeps

Sweeps are uninvested cash transactions that move in and out of cash alternatives.

[View](#) or [Download](#)

Current-day transactions are not available. Same-day trade information can be viewed on the order status page, however current-day conditional/advanced orders will not be available.

Search results for 6/1/2021 to 6/30/2021

| Date/Time | Description | Amount | Commission | Reg Fee | Details |
|---------------------|---|-------------|------------|---------|-------------------------|
| 06/02/2021 17:23:12 | CLIENT REQUESTED ELECTRONIC FUNDING RECEIPT (FUNDS NOW) | -230,000.00 | 0.00 | 0.00 | Details |
| 06/09/2021 14:43:13 | CLIENT REQUESTED ELECTRONIC FUNDING RECEIPT (FUNDS NOW) | 50,000.00 | 0.00 | 0.00 | Details |

An indication on this page that an interest payment is "taxable" or "non-taxable" refers to federal taxation only. Interest income may be subject to AMT or state and local taxes. TD Ameritrade does not provide tax advice. Please consult a qualified tax advisor to discuss your individual tax situation.

Exhibit "D"

[Open an account](#) [Find a branch](#) [Contact us](#) [Screen share](#)

[Accessibility](#) [Privacy policies](#) [TD Ameritrade Holding Corp](#) [Mobile](#) [Minimum requirements](#) [Forms](#) [Security settings](#)

Account rsullivantsr [Collapse](#)

Quote Options: Enter underlying symbol and click Chain | Index: use "S" (e.g. SDJI) [Chain](#) [F](#) [Q](#)

Enter a symbol and click **QUOTE** above

| Action | Quantity | Stock | Options | Order type | Price | Time-in-force |
|--------|----------------------|----------------------|----------------------|------------|----------------------|---------------|
| Buy | <input type="text"/> | <input type="text"/> | <input type="text"/> | Limit | <input type="text"/> | Day |



Costco Anywhere Visa® Card by Citi-5139

Current Balance

\$8,763.50

Available Revolving Credit \$10,691.60

Statement closing Nov 22

Last Statement Balance

\$8,289.33

Minimum Payment Due \$188.21

Payment due Nov 20



Costco Cash Rewards Balance (Year to Date)

\$ 248.05

Transactions

Statement closed Jul 22, 2021

Posted Total -\$1,339.64

Exhibit "E"

| Date | Cardmember | Description | Amount |
|--------------|-----------------------|------------------------------------|---------------|
| Jul 22, 2021 | ROBERT B SULLIVANT | INTEREST CHARGED TO STANDARD PURCH | \$104.07 |
| Jul 21, 2021 | ROBERT SULLIVANT | COSTCO WHSE #0352 CORDOVA TN | \$99.51 |
| Jul 19, 2021 | ROBERT B SULLIVANT | WAL-MART #0699 OXFORD MS | \$115.08 |
| Jul 16, 2021 | ROBERT B SULLIVANT | WM SUPERCENTER #699 OXFORD MS | \$10.89 |
| Jul 14, 2021 | ROBERT B SULLIVANT | WM SUPERCENTER #699 OXFORD MS | \$25.23 |
| Jul 13, 2021 | ROBERT B SULLIVANT | WM SUPERCENTER #699 OXFORD MS | \$23.44 |
| Jul 12, 2021 | ROBERT B SULLIVANT | MURPHY6789ATWALMART BATESVILLE MS | \$28.65 |
| Jul 12, 2021 | ROBERT B SULLIVANT | WM SUPERCENTER #1468 BATESVILLE MS | \$6.26 |

| Date | Cardmember | Description | Amount |
|--------------|-----------------------|--|------------|
| Jul 12, 2021 | ROBERT B SULLIVANT | WM SUPERCENTER #699 OXFORD MS | \$45.48 |
| Jul 10, 2021 | ROBERT B SULLIVANT | WAL-MART #0699 OXFORD MS | \$140.33 |
| Jul 09, 2021 | ROBERT B SULLIVANT | AUTOPAY 191023041527247RAUTOPAY AUTO-PMT | -\$209.83 |
| Jul 09, 2021 | ROBERT B SULLIVANT | 1070921 AUTOPAY RTN R01-INSUFFICIENT FUN | \$209.83 |
| Jul 09, 2021 | ROBERT B SULLIVANT | STRAIGHTTALK*SERVICES 877-430-2355 FL | \$17.28 |
| Jul 09, 2021 | ROBERT B SULLIVANT | FAM RWRDS 8773782158 877-3782158 MN | \$19.95 |
| Jul 09, 2021 | ROBERT B SULLIVANT | RETURN CHECK FEE - 070921 | \$29.00 |
| Jul 08, 2021 | ROBERT B SULLIVANT | ELMCROFT SENIOR LIVING LAKE OSWEGO OR | \$3,274.84 |

| Date | Cardmember | Description | Amount |
|--------------|-----------------------|--|-------------|
| Jul 07, 2021 | ROBERT B SULLIVANT | MCAFFEE *WWW.MCAFFEE.COM 866-622-3911 TX | \$128.39 |
| Jul 06, 2021 | ROBERT B SULLIVANT | ONLINE PAYMENT, THANK YOU | -\$6,000.00 |
| Jul 06, 2021 | ROBERT B SULLIVANT | WAL-MART #1468 BATESVILLE MS | \$20.31 |
| Jul 06, 2021 | ROBERT B SULLIVANT | MURPHY6789ATWALMART BATESVILLE MS | \$24.07 |
| Jul 04, 2021 | ROBERT SULLIVANT | KROGER FUEL #5473 OXFORD MS | \$49.50 |
| Jul 03, 2021 | ROBERT B SULLIVANT | WM SUPERCENTER #699 OXFORD MS | \$24.34 |
| Jul 02, 2021 | ROBERT B SULLIVANT | DPI 8447073780 844-7073780 MN | \$24.95 |
| Jul 02, 2021 | ROBERT SULLIVANT | MY OXFORD STORAGE 662-513-0199 MS | \$120.00 |

| Date | Cardmember | Description | Amount |
|--------------|--------------------|---------------------------------------|---------|
| Jul 02, 2021 | ROBERT SULLIVANT | GOOGLE *YouTube TV 855-836-3987 CA | \$69.54 |
| Jul 01, 2021 | ROBERT B SULLIVANT | MURPHY6789ATWALMART BATESVILLE MS | \$19.62 |
| Jun 29, 2021 | ROBERT B SULLIVANT | MURPHY7566ATWALMART OXFORD MS | \$33.39 |
| Jun 29, 2021 | ROBERT B SULLIVANT | C SPIRE RECURRING PAY CMITCHELL@CSPMS | \$41.00 |
| Jun 27, 2021 | ROBERT B SULLIVANT | WAL-MART #0699 OXFORD MS | \$22.00 |
| Jun 27, 2021 | ROBERT B SULLIVANT | WM SUPERCENTER #699 OXFORD MS | \$15.37 |
| Jun 24, 2021 | ROBERT B SULLIVANT | MURPHY7566ATWALMART OXFORD MS | \$27.29 |
| Jun 24, 2021 | ROBERT B SULLIVANT | WM SUPERCENTER #699 OXFORD MS | \$28.11 |

| Date | Cardmember | Description | Amount |
|---|-----------------------|---------------------------------------|--------------------|
| Jun 22, 2021 | ROBERT B SULLIVANT | SQ *COLEMAN'S BARBQ, LLC Senatobia MS | \$20.68 |
| Jun 22, 2021 | ROBERT SULLIVANT | KROGER FUEL #5473 OXFORD MS | \$51.79 |
| End of activity | | | -\$1,339.64 |
| Total activity Statement closed Jul 22, 2021 | | | -\$1,339.64 |
| <i>Pending purchases</i> | | | \$0.00 |
| Purchases | | | \$4,527.29 |
| Cash advances | | | \$0.00 |
| Payments/credits | | | -\$6,000.00 |
| Fees/interest | | | \$133.07 |

Personal

ROBERT B SULLIVANT JR *7217

| | | | | |
|--------------------------|------------------------------------|-----------------------|---------------------|-----------------------|
| <u>AVAILABLE BALANCE</u> | <u>PROJECTED AVAILABLE BALANCE</u> | <u>POSTED BALANCE</u> | <u>TOTAL OFFERS</u> | <u>EARNED REWARDS</u> |
| \$7,876.39 | \$7,876.39 | \$9,940.05 | 12 | \$0.00 |

Activity Statements & Docs

Search for Transactions

Find posted transactions using any or all of the following options:


Date Range:


From:

To:

Close
X

90 day custom range

07/06/2021 

10/3/2021 

*Note: up to 18 months of transaction history can be searched using 90 day increments

Types:

Transfer 

Amount Range:

Any amount

Check Numbers:

All

Reset

Pending Activity

| Status | Type | Description | Amount |
|--------|------|-------------|--------|
|--------|------|-------------|--------|

No transaction history records were found.

Posted Activity

| Date | Type | Description | Amount |
|----------|----------|----------------------------|-------------|
| 7/6/2021 | Transfer | EB TO CHECKING # *****8739 | -\$5,000.00 |



Send holiday funds with a Regions Gift Card or Western Union money transfer. Find a branch.

Exhibit "F"

Your monthly mortgage statement

To obtain information about your account:
Visit: www.MortgageQuestions.com
Call toll free: 1-800-449-8767
Email us: CustomerCare@mortgagefamily.com
Fax: 1-856-917-8300



0001169 02 MB 0.482 **AUTO T7 0 3498 38655-091111 -C05-P01169-I 45 RE90 PH1



ROBERT BURNETT SULLIVANT SR
PO BOX 911
OXFORD, MS 38655-0911

Statement Date: 10/5/2021

| Account Information | |
|---|---------------------------------------|
| Property Address | 1002 CRAWFORD CIR OXFORD, MS 38655 |
| Outstanding Balance (not payoff amount) | \$132,572.67 |
| Current Interest Rate | 3.6250% |
| Prepayment Penalty | No |
| Escrow Balance | \$1,931.20 |
| Suspense Balance | \$878.75 |
| Maturity Date | 05/01/2050 |

Loan number: [REDACTED]
Payment Due Date: 11/1/2021
Amount Due: \$1,889.88
If payment is received after 11/16/2021, a \$24.80 late fee may be charged.

| Explanation of Amount Due | |
|--|-------------------|
| Principal | \$220.41 |
| Interest | \$399.82 |
| Escrow (Taxes and/or Insurance) | \$317.21 |
| Optional Products/Other | \$0.00 |
| Regular Monthly Payment | \$937.44 |
| Total New Fees and Charges | \$0.00 |
| Outstanding Unpaid Late Charges, Returned Item Charges, Shortages and Other Fees | \$0.00 |
| Assessed Expenses | \$15.00 |
| Past Due Payment(s) | \$937.44 |
| Total Amount Due | \$1,889.88 |

| Past Payments Breakdown | | |
|---------------------------------|---------------------------|-------------------|
| | Paid Since Last Statement | Paid Year to Date |
| Principal | \$0.00 | \$1,948.20 |
| Interest | \$0.00 | \$3,633.87 |
| Escrow (Taxes and/or Insurance) | \$58.69 | \$2,502.75 |
| Fees | \$0.00 | \$0.00 |
| Optional Products | \$0.00 | \$0.00 |
| Partial Payment (Unapplied)* | \$878.75 | \$878.75 |
| Total | \$937.44 | \$8,963.57 |

Important Messages

You are currently due for the 10-1-2021 payment. Your last full payment was applied to the payment due 9-1-2021.

*Partial Payments: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

Please note that this is not the payoff quote and any amount less than the payoff quote will be returned. Please contact us for payoff quote.

Transaction Activity

| Posted Date | Received/Credited Date | Description | Principal (\$) | Interest (\$) | Escrow (\$) | Late Charges, Shortages & Fees (\$) | Suspense & Other (\$) | Optional Products (\$) | Total (\$) |
|-------------|------------------------|-----------------------------------|----------------|---------------|-------------|-------------------------------------|-----------------------|------------------------|------------|
| 09/17 | | Payment Reversal | -\$219.09 | -\$401.14 | -\$317.21 | \$0.00 | \$937.44 | \$0.00 | \$0.00 |
| 09/17 | | Payment Reversal | -\$218.43 | -\$401.80 | -\$317.21 | \$0.00 | \$937.44 | \$0.00 | \$0.00 |
| 09/17 | | Payment Reversal | -\$217.77 | -\$402.46 | -\$258.52 | \$0.00 | \$878.75 | \$0.00 | \$0.00 |
| 09/20 | | Returned Item | \$0.00 | \$0.00 | \$0.00 | \$0.00 | -\$878.75 | \$0.00 | \$0.00 |
| 09/21 | 09/09 | Payment | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$878.75 | \$0.00 | \$878.75 |
| 09/21 | 08/09 | Payment | \$217.77 | \$402.46 | \$317.21 | \$0.00 | -\$937.44 | \$0.00 | \$0.00 |
| 09/21 | 09/08 | Payment | \$218.43 | \$401.80 | \$317.21 | \$0.00 | -\$937.44 | \$0.00 | \$0.00 |
| 10/04 | | Assessed Expense - INSPECTION FEE | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$15.00 | \$0.00 | \$0.00 |
| 10/05 | 10/05 | Payment | \$219.09 | \$401.14 | \$317.21 | \$0.00 | \$0.00 | \$0.00 | \$937.44 |
| 09/20 | 0000 | Return Item Charge Waived | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Exhibit "G"

3498-05-b2-0001169-0001-0002863

State Farm Mutual Automobile Insurance Company
PO Box 89000
Atlanta GA 30356-9900



AT2 002337 0008 A-180E A
SULLIVANT, ROBERT B &
SULLIVANT SR, ROBERT
1002 CRAWFORD CIR
OXFORD MS 38655-6107

AUTO RENEWAL

PREMIUM PAID: \$435.05

Your premium is billed through the State Farm Payment Plan

State Farm Payment Plan Number: [REDACTED]

Your State Farm Agent

WILL POOLE

Office: 662-234-7574

Address: 1601 JACKSON AVE W
OXFORD, MS 38655-4252

If you have a new or different car, have added any drivers, or have moved, please contact your agent.

Thank you for choosing State Farm.

Policy Number: [REDACTED]
Policy Period: November 23, 2021 to May 23, 2022

Vehicle:
2015 BUICK LACROSSE

Principal Driver:
ROBERT B SULLIVANT

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund

transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Policy Number 311 8580-E23-24
Prepared October 13, 2021
1004583

Page number 1 of 4

143562 202 01-15-2018



Control your discount with Drive Safe & Save

Get a discount just for enrolling. From there, how you drive determines how much you save.

If you haven't already, download the app and enroll. Text **SAVE** to **78836** or contact your agent, WILL POOLE, at 662-234-7574.

TP41



INFORMA IO

Review your policy information carefully. If anything is incorrect, or if there are any changes to your vehicle information, please let us know right away.

| Vehicle Description | Vehicle Identification Number (VIN) | Who principally drives this vehicle? | How is this vehicle normally used? |
|---------------------|-------------------------------------|--|------------------------------------|
| 2015 BUICK LACROSSE | 1G4GB5G31FF114547 | ROBERT SULLIVANT, a single male, who will be age 55 as of November 23, 2021. | To Work, School or Pleasure. |

Other Household Vehicle(s)

Your premium may be influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

2016 TOYOTA 4 RUNNER

The premium for this renewal was determined using an annual mileage this vehicle is expected to be driven that was developed from information we obtained or was provided by you. The national average is more than 12,000 miles driven annually according to the U.S. Department of Transportation. Please contact us if you expect your annual mileage to change over the next year.

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

Assigned Driver(s)

The following driver(s) are assigned to the vehicle(s) on this policy.

| Name | Age as of November 23, 2021 | Gender | Marital Status |
|---------------------|-----------------------------|--------|----------------|
| ROBERT SULLIVANT SR | 88 | Male | Single |
| ROBERT B SULLIVANT | 55 | Male | Single |

Principal Driver & Assigned Drivers

For each automobile, the **Principal Driver** is the individual who most frequently drives it.

Each driver is designated as an **Assigned Driver** on the household automobile that they most frequently drive. Your

premium may be influenced by the information shown for these drivers.

PLEASE READ THE NOTICE OF RENEWAL AND PREMIUM ADJUSTMENT

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors such

(continued on next page)

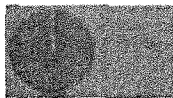
10
AUG
16



CenterPoint Energy

-\$27.52

\$289.76




Original Description

CPENERGY ENTEX ENT ACH EB

Account

ROBERT B SULLIVANT JR * 7217

Personal Memo


Add a personal memo 
(optional)

Show More Details

3 ;  CenterPoint Energy - \$70.27 \$39,848.02

 Original Description CPENERGY ENTE XENT ACH EB

Account ROBERT B SULLIVANT JR * 7217

Personal Memo Add a personal memo 
(optional)

[Show More Details](#)

SEP

2



Nemsepa Payment

-\$51.38

\$33,986.64



Original Description

NEMSEPA PAYMENT

Account

ROBERT B SULLIVANT JR * 7217

Personal Memo

Add a personal memo 
(optional)

Show More Details

P



Nemsepa Payment

\$33,828.50

-\$158.14



Original Description

NEMSEPA PAYMENT

Account

ROBERT B SULLIVANT JR * 7217

Personal Memo

Add a personal memo 
(optional)

Show More Details

SEP

7



Home Depot Credit Card

-\$200.00

\$33,598.81




Original Description

HOME DEPOT ONLINE PMT

Account

ROBERT B SULLIVANT JR * 7217

Personal Memo

Add a personal memo 
(optional)

Show More Details

ICT

4



Nemsepa Payment

-\$50.15

\$4,788.64



Original Description

NEMSEPA PAYMENT

Account

ROBERT B SULLIVANT JR * 7217

Personal Memo

Add a personal memo 
(optional)

Show More Details

OCT
4



Nemsepa Payment

-\$151.33 \$4,637.31




Original Description

NEMSEPA PAYMENT

Account

ROBERT B SULLIVANT JR * 7217

Personal Memo

Add a personal memo 
(optional)

Show More Details

2

CT

9



Home Depot Credit Card

-\$200.00

\$4,219.95



Original Description

HOME DEPOT ONLINE PMT

Account

ROBERT B SULLIVANT JR * 7217

Personal Memo

Add a personal memo 
(optional)

Show More Details



HOLCOMB DUNBAR

A T T O R N E Y S

OXFORD • JACKSON

November 12, 2021

Bradley T. Golmon

Email: bgolmon@holcombdunbar.com

Via Electronic Mail -

salford@swayzealfordlaw.com

T. Swayze Alford

ATTORNEY AT LAW

Post Office Box 1820

Oxford, Mississippi 38655

**RE: Robert Sullivant, Sr. vs. Robert Sullivant, Jr.
In the Chancery Court of Lafayette County, Mississippi
Cause No.: 2021-612(W); HD File No. 121197**

Dear Swayze:

I attached to this email a copy of the Closing Disclosure, the proceeds check, and the Deed, arising out of the sale of the farm house property in Panola County. From this information you will see that both Sullivant, Sr. and Sullivant, Jr. were Grantees, as well as Payees. This is because title to the farm house was in the name of their wife/mother. Her Estate was an intestate Estate and Jr. is the only child. For that reason, her interest went half into her husband and half into her son. I also attach the Closing Order for that Estate so that you can see how that ended.

With this demonstrated to you, I think you will agree with me that what my client did was certainly no worse than what your client did, except that my client almost immediately turned back around and made \$50,000.00 available to his father. This puts me in a position to assert the unclean hands doctrine and that these parties are at least *in pari delicto*.

I have instructed my client to get me some proof of the \$50,000.00 and how that was made available to your client. I attach the T. D. Ameritrade screen shot that shows on June 9, 2021, that \$50,000.00 was deposited. I have also asked him to get me some documentation of how these proceeds were used to pay a \$6,000.00 credit card bill in your client's name. I attach the Costco Visa account information that reflects payment of that \$6,000.00 on June 6, 2021. He has also incurred your client's auto insurance and some other expenses that I hope to be able to detail to you no later than Monday.

HOLCOMB, DUNBAR, WATTS, BEST, MASTERS & GOLMON, P.A.

400 Enterprise Drive / Post Office Drawer 707 / Oxford, Mississippi 38655-0707

662-234-8775 / Fax: 662-238-7552 / holcombdunbar.com

EXHIBIT

"911"

HOLCOMB DUNBAR, P.A.

November 12, 2021

Page 2

Once these things are in your hands, I suggest an Agreed Order that compels my client to return the balance of the funds to your client. My client is amenable to doing so if we can settle on the right figure.

I look forward to hearing from you.

Sincerely,

HOLCOMB DUNBAR ATTORNEYS

A handwritten signature in black ink, appearing to read 'BTG', with a long, sweeping horizontal line extending to the right across the text below.

Bradley T. Golmon

BTG/mss

Enclosures *as indicated*

HOLCOMB, DUNBAR, WATTS, BEST, MASTERS & GOLMON, P.A.

400 Enterprise Drive / Post Office Drawer 707 / Oxford, Mississippi 38655-0707

662-234-8775 / Fax: 662-238-7552 / holcombdunbar.com

Carson Lancaster

From: Swayze Alford
Sent: Friday, December 10, 2021 12:25 PM
To: Carson Lancaster
Subject: Fwd: Sullivant, Sr. v. Sullivant, Jr. - addition to the accounting (HD File No. 121197)
Attachments: image001.jpg; image002.jpg; Accounting - Smaller Sums (01183055xA4E38).PDF

Sent from my iPhone

Begin forwarded message:

From: Brad Golmon <bgolmon@holcombdunbar.com>
Date: December 10, 2021 at 12:10:08 PM EST
To: Swayze Alford <salford@swayzealfordlaw.com>
Cc: Melinda Stricklin <mstricklin@holcombdunbar.com>
Subject: Sullivant, Sr. v. Sullivant, Jr. - addition to the accounting (HD File No. 121197)

Dear Swayze:

I attach to this email the documentary proof of the payment of the utility expenses and the Home Depot credit card. I also have in hand the credentials in a sealed envelope. I will have those delivered to your office today. My client will also transfer the sum in the ACCOUNTING to your client's TD Ameritrade account today and I will let you know as soon as I have confirmation that has been accomplished.

Sincerely,

Bradley T. Golmon

Partner

Holcomb, Dunbar, Watts, Best, Masters & Golmon, PA

P: 662.234.8775

F: 662.238.7552

A: P.O. Drawer 707

400 Enterprise Drive

Oxford, Mississippi 38655

W: holcombdunbar.com

E: bgolmon@holcombdunbar.com

Confidentiality Notice

EXHIBIT

FILED
STATE OF MISSISSIPPI
LAFAYETTE COUNTY

2021 NOV 17 A 11:43

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

CHANCERY CLERK

ROBERT SULLIVANT, SR.

PLAINTIFF

VS.

BY DC

RA

CAUSE NO.: 2021-612 (W)

ROBERT SULLIVANT, JR.

DEFENDANT

AGREED ORDER OF CONTINUANCE AND RESETTING

Upon agreement of the parties for a continuance of the hearing on the Plaintiff's *Complaint* currently set for November 17, 2021 at 9:30 a.m., at the Lafayette County Chancery Building in Oxford, Mississippi, and the Court, being advised in the premises thereof that the parties agree to a continuance of the aforementioned hearing,

IT IS, THEREFORE, ORDERED AND ADJUDGED that the hearing set for November 17, 2021 at 9:30 a.m., at the Lafayette County Chancery Building in Oxford, Mississippi, is hereby continued and reset for hearing December 10, 2021, at 9:30 a.m., at the Lafayette County Chancery Building in Oxford, Mississippi.

It is further ordered that Defendant, Robert Sullivant Jr. shall provide a full sworn accounting of all monies that he has spent for the benefit of the Plaintiff, Robert Sullivant Sr. on or before December 10, 2021; and Defendant shall provide a full sworn accounting of the remaining funds from the \$230,000 transferred from Plaintiff's account; and Defendant shall also provide a full sworn accounting of the monies from the Charles Schwab accounts 2454-6369 and 8175-1125.

Defendant is enjoined from transferring, disposing, selling, or depleting any monies in his possession that he obtained from Plaintiff's accounts.

EXHIBIT

" / / "

SO ORDERED AND ADJUDGED this, the 17th day of November, 2021.

Robert L. Winters
CHANCELLOR

AGREED:

Swayze Alford
SWAYZE ALFORD (MSB #8642)
KAYLA WARE (MSB #104241)
Counsel for Plaintiff

Brad Golmon
BRAD GOLMON (MSB #15261)
Counsel for Defendant

FILED
STATE OF MISSISSIPPI
LAFAYETTE COUNTY

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

2021 DEC -9 P 4:50

ROBERT SULLIVANT, SR.

PLAINTIFF

VS.

CHANCERY CLERK

CAUSE NO.: 2021-612 (W)

ROBERT SULLIVANT, JR.

BY DC



DEFENDANT

AGREED ORDER OF CONTINUANCE AND RESETTING

Upon agreement of the parties for a continuance of the hearing on the Plaintiff's *Complaint* currently set for December 10, 2021 at 9:30 a.m., at the Marshall County Courthouse in Holly Springs, Mississippi, and the Court, being advised in the premises thereof that the parties agree to a continuance of the aforementioned hearing,

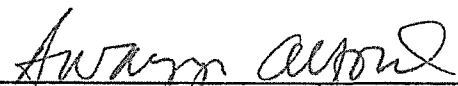
IT IS, THEREFORE, ORDERED AND ADJUDGED that the hearing set December 10, 2021 at 9:30 a.m., at the Marshall County Courthouse in Holly Springs, Mississippi, is hereby continued and reset for hearing January 31, 2022, at 9:30 a.m., at the Lafayette County Chancery Building in Oxford, Mississippi.

Defendant is enjoined from transferring, disposing, selling, or depleting any monies in his possession that he obtained from Plaintiff's accounts.

SO ORDERED AND ADJUDGED this, the 9th day of December, 2021.


CHANCELLOR

AGREED:


SWAYZE ALFORD (MSB #8642)
KAYLA WARE (MSB #104241)
Counsel for Plaintiff


BRAD GOLMON (MSB#10261)
Counsel for Defendant

EXHIBIT

"12"

SCANNED

IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR.

PLAINTIFF

VS.

CAUSE NO.: 2021-612 (W)

ROBERT SULLIVANT, JR.

DEFENDANT

AFFIDAVIT OF ROBERT SULLIVANT SR.

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Comes now, Plaintiff, Robert Sullivant, Sr., and who states on his oath as follows:

1. I am an adult resident of Lafayette County, MS and competent to testify herein.
2. On July 12, 2017, I executed a general Durable Power of Attorney appointing my son, Robert Sullivant Jr. as my lawful agent and attorney in fact.
3. On May 19, 2021, I opened a money market account with Regions Bank that was solely in my name. That same day, I transferred \$230,000 from a Regions account that was an account jointly held with Sullivant, Jr.
4. On May 20, 2021, I executed a Cancellation of Durable Power of Attorney which I filed with the Panola County Chancery Clerk and provided a copy to Regions Bank in Batesville, MS.
5. Despite my intention that Sullivant Jr. no longer had my power of attorney, Sullivant Jr. used the power of attorney to withdraw \$230,000.00 from my Regions Bank Money Market account. Sullivant Jr. did not discuss with me that he was withdrawing the

EXHIBIT

"13"

money, nor did he inform me where he was depositing the money. The withdrawal of this money by Sullivant Jr. was without my permission, without my knowledge, and without my consent. I knew that Sullivant Jr. had taken my money and he had not discussed it with me nor told me where the money was after the withdrawal.

6. I hired Swayze Alford to get my money back for me. I filed a Complaint against Sullivant Jr. for the return of the money that he had taken from my account.
7. It was only after the Complaint was filed and served on Sullivant Jr. that his attorney Brad Golmon informed Mr. Alford that Sullivant Jr. had deposited \$50,000 into a TD Ameritrade account in my name. I was not aware of the TD Ameritrade account and I was not told by Sullivant Jr. that he had made a deposit into the account. I never had access to the account and even after the money was deposited, I was not able to access the account. Sullivant Jr. set up the account and the access to the account was set up by Sullivant Jr. It was only after the Complaint was filed that the information was provided by Mr. Golmon to my attorney for access to the account.
8. After the Complaint was filed, pursuant to a court order, Sullivant Jr. provided an accounting of bills that he purportedly paid for me. I was not aware of the payment of the bills until after the Complaint was filed. These bills were paid without my permission, knowledge or consent.
9. Sullivant Jr. used the Costco credit card so I dispute that all of the charges listed in the accounting belonged to me.
10. Sullivant Jr. took a credit for paying half of the mortgage and utilities for me during a time that I did not live in the home. I dispute the credit taken by Sullivant Jr. for payment

of these expenses for me. I did not agree that I would pay half of the expenses when I did not live there.

11. Even after taking the offsets for money returned to me and the expenses paid for me, Sullivant Jr. admitted that he still held over \$50,000.00 that belonged to me.
12. After the filing of the Complaint and the accounting ordered by the court, Sullivant, Jr. returned over \$50,000 to my T.D. Ameritrade account.

This the 3 day of January, 2023.

Robert Sullivant Sr.
ROBERT SULLIVANT SR.

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

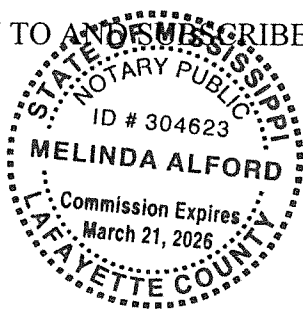
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named ROBERT SULLIVANT SR. , who being first duly sworn, stated on his oath, that all of the facts, matters and allegations contained in the foregoing affidavit are true and correct as therein stated, to the best of his knowledge.

WITNESS MY SIGNATURE, this the 3 day of January, 2023.

Robert Sullivant Sr.
ROBERT SULLIVANT SR.

SWORN TO AND DESCRIBED BEFORE ME, this the 3 day of January, 2023.

[SEAL]



Melinda Alford
NOTARY PUBLIC

My Commission Expires: _____

Kayla Ware

From: Swayze Alford
Sent: Tuesday, December 28, 2021 4:43 PM
To: Brad Golmon
Cc: Carson Lancaster
Subject: RE: Sullivant - the pending sale (HD File No. 121197)

Brad,

As we discussed on the phone, my client is at the stage of life that he prefers to have the money from the sale in his hands rather than tied up in another piece of investment property. I don't see how that is an indication of a dangerous financial decision. Seems perfectly rational that he would rather enjoy the money than potentially die while owning some investment property. AT any rate, that decision is up to him. As I indicated to you, my client is willing to close on the sale of the property after the first of the year to accommodate your client as long as the buyers have no objection. I have tried to inform Matt Moore but did not get him this afternoon.

Also, you sent the credentials for Mr. Sullivant to access his TD Ameritrade account. However, when the access information is put into the login, your client's cell phone number comes up to verify the account. SO my client still does not have access to the account. Please have your client change the phone number on the account. I look forward to hearing from you.

Sincerely,

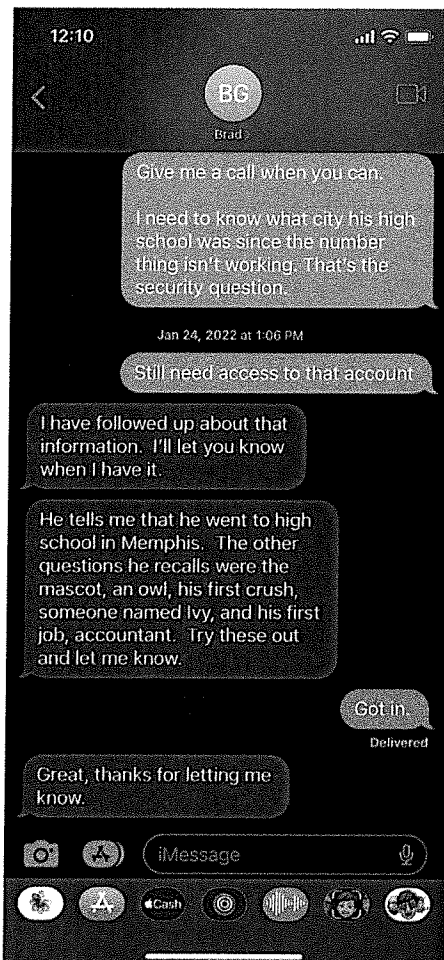
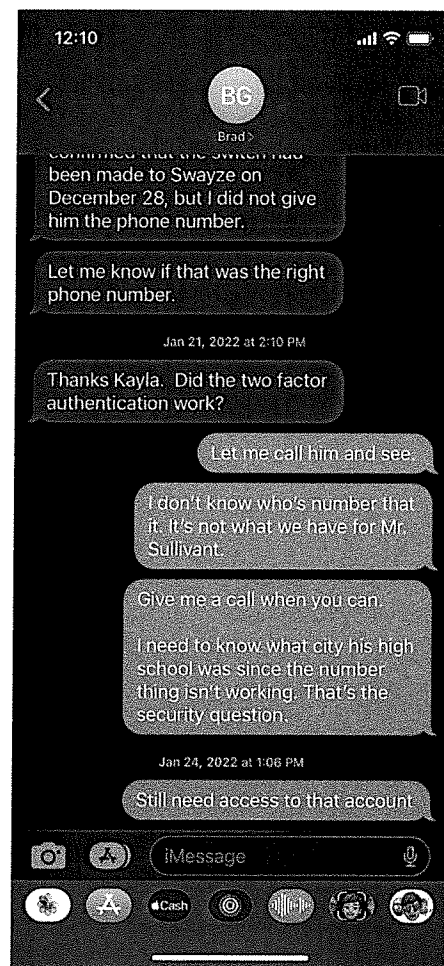
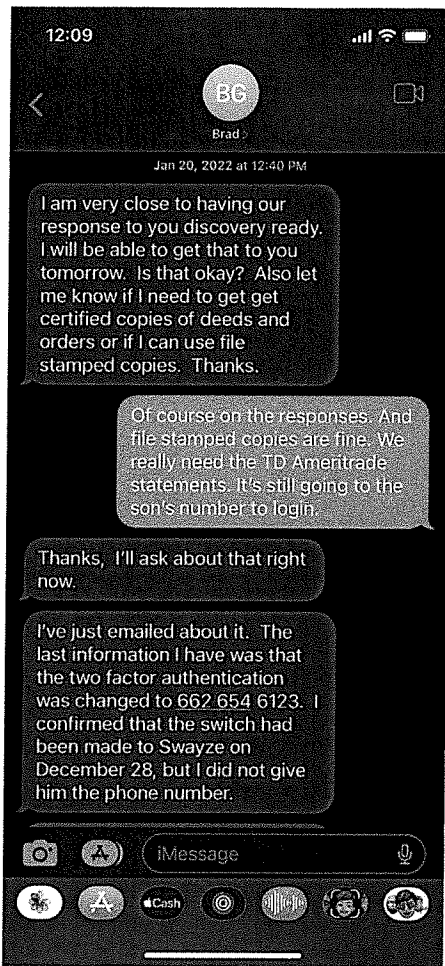
Swayze Alford, Esq.
Swayze Alford Attorney At Law
Post Office Box 1820
1221 Madison Avenue
Oxford, Mississippi 38655
(662) 234-2025 phone
(662) 234-2198 fax
swayzealford.com

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From: Brad Golmon [mailto:bgolmon@holcombdunbar.com]
Sent: Tuesday, December 28, 2021 3:32 PM
To: Swayze Alford <salford@swayzealfordlaw.com>
Cc: Melinda Stricklin <mstricklin@holcombdunbar.com>
Subject: Sullivant - the pending sale (HD File No. 121197)

EXHIBIT



EXHIBIT

"15"



HOLCOMB DUNBAR

ATTORNEYS

OXFORD • JACKSON

12/10/21

Credentials for Sr's TD Ameritrade
acct's.

rsullivan@tsr
HENRY_VZ

HOLCOMB, DUNBAR, WATTS, BEST, MASTERS & GOLMON, P.A.

400 Enterprise Drive / Post Office Drawer 707 / Oxford, Mississippi 38655-0707

662-234-8775 / Fax: 662-238-7552 / holcombdunbar.com

EXHIBIT

"16"

FILED
STATE OF MISSISSIPPI
IN THE CHANCERY COURT OF LAFAYETTE COUNTY, MISSISSIPPI

ROBERT SULLIVANT, SR. 2022 FEB -8 P 2:42 PLAINTIFF
VS. CHANCERY CLERK CAUSE NO.: 2021-612(W)
ROBERT SULLIVANT, JR. BY [Signature] DEFENDANT

AGREED ORDER FOR INDEPENDENT MEDICAL EXAMS

THIS COURT, having been made aware of an agreement of the parties, now enters this
AGREED ORDER FOR INDEPENDENT MEDICAL EXAMS:

1. Pending before this Court is the Counterclaim of the Defendant and a part of the Counterclaim raised the issue of capacity.
2. Plaintiff disputes the allegation in the Counterclaim that he lacks capacity.
3. On account of this issue of capacity, the parties have agreed that two IMEs under Rule 35 shall take place.
4. These examinations will be conducted by Dr. Milton Hobbs and Dr. Brian Thomas.
5. Pursuant to Section 93-20-401(2), the conservatorship statute, the examinations will address whether Plaintiff is "unable to manage property or financial affairs because of a limitation in the adult's ability to receive and evaluate information or make or communicate decisions, even with the use of appropriate supportive services or technological assistance" and whether appointment is necessary to "avoid harm to the adult or significant dissipation of the property of the adult."
6. The TD Ameritrade account of Plaintiff will be preserved until further order of the Court.


EXHIBIT
" 17 "

SCANNED

7. Defendant will, on or before January 31, 2022 sign the closing papers for the sale to White Oak Ridge, LLC. The funds resulting from that sale will be held in trust by the Office of Swayze Alford until further Order of this Court.


8. The court also resets this matter for the 30th day of March, 2022 for all pending issues.

SO ORDERED, this the 8th day of February, 2022.




CHANCELLOR

AGREED:



Swayze Alford, Esq. (MSB #8642)
Kayla Ware, Esq. (MSB #104241)
Counsel for Plaintiff



Bradley T. Golmon, Esq. (MSB #10261)
Counsel for Defendant