

**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

NANCY RUTH MACE,

Plaintiff,

vs.

BRENDAN PATRICK BRYANT.,

Defendant.

**IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT**

CASE NO.: 2024-CP-10-01725

**PLAINTIFF'S MOTION TO ENFORCE
SETTLEMENT AGREEMENT**

Pursuant to Rule 43(k), SCRCP, Plaintiff, Nancy Ruth Mace, by and through her undersigned counsel files this Motion to Enforce Settlement Agreement. The grounds for the Motion are as follows:

1. Plaintiff filed a Partition action on April 2, 2024, regarding a property that Plaintiff and Defendant owned together.
2. On or about May 28, 2024, the Parties engaged in a mediation where they entered into a written Settlement Agreement. *See* attached **Exhibit A**.
3. Pursuant to the Settlement Agreement, Defendant agreed to accept sole and exclusive ownership interest in 3301 Palm Blvd. Isle of Palms, South Carolina and to release and hold harmless Claimant from any and all liability or obligations thereon.
4. The Settlement Agreement further provided that that parties would execute and exchange any documents necessary, including, deeds and mortgage modifications.
5. Following mediation, Plaintiff presumed that Defendant would comply with the terms of the Settlement Agreement and take Plaintiff off of the mortgage for 3301 Palm Blvd. Isle of Palms.

6. After following up on the matter, Plaintiff was asked to sign a Quitclaim Deed so that Defendant could remove her from the mortgage.

7. Plaintiff did execute and return a Quit Claim Deed to Defendant on February 13, 2025.

8. For unknown and unanswered reasons, Defendant held the Quitclaim Deed and did not file it until June 9, 2025, only after Plaintiff followed up again regarding the mortgage.

9. Despite good faith attempts to work with counsel for the Defendant, Plaintiff has been unable to resolve the default and has no other option than to file this Motion to Enforce Settlement Agreement.

10. The Settlement Agreement further provides for an award of attorney's fees for the prevailing party in an action to enforce the agreement.

Respectfully Submitted,

JOHNSTON LAW, LLC

/s/ Victoria W. Kurtz
Victoria W. Kurtz, Esq. (SC Bar: 103303)
-AND-
John C. Johnston, Esq. (SC Bar: 100140)
361 N. Shelmore Blvd.
Mt. Pleasant, SC 29464
Victoria@JohnstonLawSC.com
John@JohnstonLawSC.com
843-535-9560
Attorneys for Nancy Ruth Mace

Mount Pleasant, South Carolina
June 27, 2025