

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Branch Banking and Trust Company, Respondent,

v.

P. Jason Luquire, Appellant.

Appellate Case No. 2013-000384

Appeal From Georgetown County
W. Jeffrey Young, Circuit Court Judge

Unpublished Opinion No. 2014-UP-200
Submitted April 1, 2014 – Filed May 21, 2014

AFFIRMED

Tobias Gavin Ward, Jr. and James Derrick Jackson, both
of Tobias G. Ward, Jr., PA, of Columbia, for Appellant.

D. Clay Robinson, of Robinson, McFadden & Moore,
P.C., of Columbia, for Respondent.

PER CURIAM: Affirmed pursuant to Rule 220(b), SCACR, and the following
authorities: *Citizens & S. Nat'l Bank of S.C. v. Lanford*, 313 S.C. 540, 544, 443
S.E.2d 549, 551 (1994) ("[A] guaranty of payment is an obligation separate and
distinct from the original note."); *Peoples Fed. Sav. & Loan Ass'n v. Myrtle Beach*

Ret. Grp., Inc., 300 S.C. 277, 281, 387 S.E.2d 672, 674 (1989) ("Under an absolute guaranty of payment, the creditor may maintain an action against the guarantor immediately upon default of the debtor.").

AFFIRMED.¹

HUFF, KONDUROS, and GEATHERS, JJ., concur.

¹ We decide this case without oral argument pursuant to Rule 215, SCACR.