

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2019-CP-46-04302

**RECEIVED**  
**Mar 08 2023**  
**SC Court of Appeals**

U.S. Bank National Association, as Trustee )  
For Securitized Asset Backed Receivables )  
LLC Trust 2006-NC1, Mortgage Pass- )  
Through Certificates, Series 2006-NC1, )

Plaintiff, )

v. )

Aaron C. Wurdemann and Heather J. )  
Wurdemann, )

Defendants. )

**NOTICE OF MOTION AND MOTION  
TO RECONSIDER ORDER  
TO DISBURSE SURPLUS FUNDS**

TO: THE HONORABLE TEASA K. WEAVER, MASTER IN EQUITY FOR YORK COUNTY, AND DEFENDANTS, AARON C. WURDEMANN AND HEATHER J. WURDEMANN:

YOU WILL PLEASE TAKE NOTICE that Maritza Flores Alvarado, by and through her undersigned attorney, will move before the Honorable Teasa K. Weaver, Master in Equity for York County, at such time as is convenient to the Court, pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, to reconsider said Judge’s Order to Disburse Surplus Funds, which was filed in the Office of the Clerk of Court for York County on November 15, 2022, and to address the following points:

1. The Judge erred in concluding that the Defendants did not assign their rights in the subject real property to Robinhood Investments, LLC.
2. The Judge erred in failing to conclude that the Defendants voluntarily transferred the subject real property by deed, which was recorded, and that, therefore, in equity, they conveyed-away any and all of their interests in the property.
3. The Judge erred in failing to conclude that the recording of said deed constituted

constructive notice to all parties interested in the subject real property that the Defendants had relinquished their ownership interest in the property.

4. The Judge erred in concluding that Claimant, Maritza Flores Alvarado, should be charged with constructive notice of the foreclosure proceeding when the Defendants, who were named as parties in the foreclosure proceeding, were absolved of their actual knowledge of said proceeding, which continued for 18+ months after they conveyed their interest in the property to Robinhood Investments, LLC.

5. The Judge erred in concluding that the Defendants received no consideration for the transfer by deed of the subject real property when she previously found that Dennis Lepka, an agent for the Grantee, Robinhood Investments, LLC, assured (promised) the Defendants that the property would be sold and the foreclosure sale would be avoided.

6. The Judge erred in failing to conclude that the Defendants' stated expectation was to receive "up to \$10,000.00" upon the sale of the subject real property by Robinhood Investments, LLC and that a receipt of \$50,539.05 would be an unexpected and undeserved windfall to the Defendants.

7. The Judge erred in failing to conclude that the Defendants' deed to Robinhood Investments, LLC, which was regular and valid on its face, raised a presumption of validity.

8. The Judge erred in failing to conclude that the Defendants, the parties attacking the validity of a deed, had the burden to prove that their deed to Robinhood Investments, LLC was not valid and enforceable and that the Defendants failed to satisfy such burden of proof.

9. The Judge erred in failing to conclude that the Defendants' deed to Robinhood Investments, LLC was, according to the deed, drawn by the Defendants, against whom ambiguities and any claim of illegitimacy should be construed.

10. The Judge erred in accepting the Defendants' explanation of their agreement with Robinhood Investments, LLC when the Defendants alleged that there was an executed, written agreement between the said parties, which the Defendants failed to produce even after being given additional time after the hearing to produce such agreement.

11. The Judge erred in failing to conclude that, in light of the failure of the Defendants, without an excuse, to produce the written agreement, such agreement would be presumed to be adverse to the Defendants' testimony.

12. The Judge erred in failing to conclude that the Defendants failed to exercise due diligence (including monitoring the actions of Robinhood Investments, LLC in marketing the subject real property) after July 30, 2020 (the recording date of the deed), when the Defendants' residence was a mere 3.1 miles away from the subject real property, especially when the Defendants were aware that their mortgage was still in foreclosure.

13. The Judge erred in failing to conclude that the subject real property, which was rented to Maritza Flores Alvarado on or about August 27, 2020, and was occupied by her family as their residence (until August 2022), would, at all relevant times, reflect or reveal that the property was not being marketed for sale.

14. The Judge erred in failing to conclude that the Defendants simply did nothing to protect their expectations with regard to the subject real property, assuming that they had any expectations, for a period of 18+ months.

15. The Judge erred in failing to conclude that the Defendants' limited expectation (up to \$10,000.00, as testified by the Defendants) would not justify a higher recovery when the sole person to file a legitimate Claim (Maritza Flores Alvarado) is out-of-pocket over \$45,000.00 paid to Robinhood Investments, LLC, the record owner of the property by virtue of a deed voluntarily

granted by the Defendants, as a consequence of being defrauded by Robinhood Investments, LLC.

16. The Judge erred in failing to conclude that the Defendants failed to file a timely Claim for the surplus funds and in concluding that her staff gave legal advice to the Defendants that they were not required to file a formal Claim, which advice was improper.

17. The Judge erred in effectively concluding that the Defendants did not need to file a Claim when Rule 71(c), SCRPC, provides, in relevant part, “[i]f a claim is not filed within the said forty-five (45) day period, the same shall be considered abandoned and waived as to such surplus. . . [and] [i]n the event no claims are filed against the surplus funds, the fund shall be paid over to the mortgagor or lienor entitled to the fund.” (emphasis added)

s/Leonard R. Jordan, Jr.  
Leonard R. Jordan, Jr., #3221  
JORDAN LAW FIRM  
211 Veterans Road, Suite D  
Columbia, South Carolina 29209  
(803) 726-1950 Tel  
(803) 726-1951 Fax  
ljordan@ljordanlaw.com

Columbia, South Carolina  
November 23, 2022

Attorney for Maritza Flores Alvarado

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2019-CP-46-04302

U.S. Bank National Association, as Trustee )  
For Securitized Asset Backed Receivables )  
LLC Trust 2006-NC1, Mortgage Pass- )  
Through Certificates, Series 2006-NC1, )

Plaintiff, )

**CERTIFICATE OF MAILING**

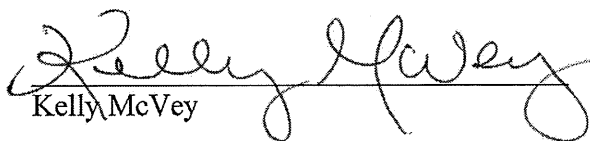
v. )

Aaron C. Wurdemann and Heather J. )  
Wurdemann, )

Defendants. )

I, Kelly McVey, of Jordan Law Firm, attorney for Maritza Flores Alvarado, hereby certify that I have this 23<sup>rd</sup> day of November, 2022, served a copy of the Notice of Motion and Motion to Reconsider Order to Disburse Surplus Funds to Aaron C. Wurdemann and Heather J. Wurdemann, by mailing an original thereof to them, postage prepaid, at the address indicated below:

Mr. and Mrs. Wurdemann  
972 Glasscock Road  
Rock Hill, SC 29730

  
Kelly McVey