

May 30 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM PICKENS COUNTY
Court of Common Pleas
The Honorable Tyler B. O'Shields
Special Referee

Appellate Case No. 2023-000745
Lower Court Case No. 2022-CP-39-00506

KCM & AHS, LLC, ... Respondent,

v.

Amber Walls Appellant.

**RESPONDENT'S RETURN IN OPPOSITION TO
APPELLANT'S MOTION TO STAY**

Pursuant to Rules 240 and 241, SCACR; Respondent, KCM & AHS, LLC (hereinafter "KCM & AHS") respectfully submits its Return in Opposition to Appellant's Motion to Stay as follows:

PROCEDURAL HISTORY

"KCM & AHS" is owner of a Mortgage and Note executed by the Appellant Amber M. Walls (hereinafter "Amber Walls") dated and recorded March 17, 2017, with the Mortgage recorded in Mortgage Book 5175, Page 153, in the Office of Register of Deeds, Pickens County, South Carolina. "KCM & AHS" acquired the Note and Mortgage

according to Assignment recorded, January 21, 2022, in Mortgage Book 6080, Page 246, Office of the Register of Deeds, Pickens County, South Carolina. (Ex "A" Note/Mortgage)

The note and mortgage cover real property, ("subject property") located in Pickens County, South Carolina. The Titleholder of record in and to the "subject property" is "Amber Walls" who acquired her interest in the subject property by Deed of Gary Looper and Jacqueline Looper, dated and recorded on March 17th, 2017, in Deed Book 1846 Page 350. (See Exhibit "B" Property Description).

This matter originated as an action in Foreclosure. The monthly payments due on said note and mortgage are in default since November 1, 2021.

On April 27, 2022 ("KCM & AHS") proceeded to file its action in Foreclosure along with the Lis Pendens, Filed April 26, 2022. (Ex "C" Summons/Complaint). Service was properly made, as shown by the Affidavit of Service, dated April 29, 2022. (Ex. "D"). Amber Walls filed responsive pleadings, on May 25, 2022, (Ex "E") Appellant's Answer).

On November 8, 2022, Daniel E. Hunt, attorney for the Plaintiff entered a Motion to refer this matter to the Honorable Tyler B. O'Shields, Special Referee to hear the case and issue a final order. (Ex "F" Motion). On November 9, 2022, an Order was issued, referring same to the Honorable Tyler B. O'Shields, as the Special Referee, pursuant to SCRCF Rule 53(b). (Attached hereto as Ex. "G").

Amber Walls was personally served with the Notice of Hearing and taking testimony, as evidenced by the Affidavit of Service, dated November 9, 2022. (See Attached Ex. "H")

A hearing was held on November 29, 2022, in which oral testimony was freely taken of Amber M. Walls, as well as admitting into evidence certain documentation of the

SC Stay Plus Program, as well as certain statutes and correspondence throughout this matter, all admitted without objection.¹ All testimony was taken without objection and all evidence produced during the hearing was reviewed and considered.²

After the taking of testimony and the review of all evidence a final disposition was ordered.

On February 1, 2023, Judgment in favor of ("KCM & AHS") was found and the "subject property" Ordered for Sale on May 1, 2023. (*Attached Order*). All parties were properly served of the Order and Notice of Sale by Certified Mail, on March 30, 2023, as evidenced by the Certificate of Service. (Ex. "I").

On May 8, 2023, Amber Walls, Pro Se, filed a Notice of Appeal, bearing appellate case number 2023-000745, appealing the Order of Judgment filed February 1, 2023, which is currently pending before this Court. (*Notice of Appeal*).

On May 9, 2023, Appellant filed a Motion for Stay on the following grounds: (1) Wrongful Foreclosure, (2) Violation of Professional Conduct, and (3) She was not afforded a fair trial or process of procedure set forth in S. C. Home Affordable Program (HAP), Supreme Court Order 2011-05-02-01. (*Motion to Stay*).

The Final Foreclosure Order entered, February 1st, 2023, established a sales date of May 1st, 2023, for the "subject property". Appellant failed to timely move the Court of original jurisdiction to establish a bond to stay the sale.

¹ (It is noted for the record that Ms. Walls did not bring such evidence with her to the hearing, but her request to deliver such evidence to the Special Referee within an hour of the conclusion of the hearing was granted without objection from KCM & ASH and their attorney of record, Daniel E. Hunt.)

² A Motion to Dismiss was untimely filed by Amber Walls on December 8, 2022.

STATEMENT OF FACTS

1. Failure to comply with Rule 241 SCCAR, S. C. Code Ann. § 18-9-170.

This is an action in foreclosure of real property located in Pickens, South Carolina. That Appellant's Judgment Order directs the sale of real property to satisfy the mortgage. S.C. Code Ann. § 18-9-170 sets forth in detail the procedures to follow when seeking an *exception* to the automatic stay imposed by the filing of a Notice of Intent to appeal.

S.C. Code Ann. § 18-9-170 provides as follows:

"If the judgment appealed from direct the sale or delivery of possession of real property, the execution of the judgment shall not be stayed unless a written undertaking be executed on the part of the appellant, with "two sureties", to the effect that during the possession of such property by the appellant he will not commit or suffer to be committed any waste thereon and that if the judgment be affirmed, he will pay the value of the sale and occupation of the property from the time of the execution of the undertaking until the delivery of possession thereof pursuant to the judgment, not exceeding a sum to be fixed by a judge of the court by which judgment was rendered and which shall be specified in the undertaking."

This section has been interpreted over the years in cases in South Carolina, all of which have held that unless a bond is given on appeal for an order of sale for foreclosure, as required by this statute, the sale is not stayed. *Muchenfuss v. Fishbourne* 68 S.C. 41, 46 S.E. 537 (1903); *Gerald v. Gerald* 30 S.C. 348, 9 S.E. 274 (1889); *Ex Parte Andrews* 152 S.C.325, 150 S.E. 313 (S.C. 1929). The Appellant has ignored these rules in her motion, has not complied with the law nor the Rule of Court in the matter, and therefore, her Appeal should be denied.

2. Appellant's Appeal is based on the Order of Foreclosure Judgment, dated February 1, 2022:

Amber Walls filed a Motion to Dismiss, December 8, 2022. (Attached Ex.” J”) Appellant argues that her motion was not acknowledged. Appellant’s motion was dismissed from the bench as being untimely filed, by the Honorable Tyler B. O’Shields, as Special Referee. See Attached (*Order of Judgment Ex “K”*).

Amber Walls in her motion states that her mortgage was eligible for the Home Affordable Modification Program (Hamp). The note and Mortgage that is the subject to this action is *not* subject to the Home Affordable Modification Program (HMP), as defined under, page 246, Administrative Order of the South Carolina Supreme Court (2009-05-02-01), dated May 22, 2009, by Chief Justice, and subsequent Administrative Order of the South Carolina Supreme Court (2011-05-02-01), dated May 2, 2011, by Chief Justice Toal.³

“KCM & AHS” is an individually owned limited liability company and as such, the Mortgage which is the subject of this action is not subject to or governed by the Home Affordable Modification Program (HAMP) or (HMP). Additionally, pursuant to South Carolina Supreme Court Order 2009-05-22-01, HAMP or HMP is not applicable to this matter as it is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac nor is the servicer/owner participating in the HMP.

Further, pursuant to S.C. Code Section 37-3-105 (1976), the mortgage lien, which is the subject of this action, is a first lien on real estate and is not a “consumer loan” for the purposes of the South Carolina Consumer Protection Code. Any notices of right to cure have been given as required.

³ Congress ended the Making Home Affordable Program at the end of 2016. See <https://www.makinghomeaffordable.gov/need-help> (“As of December 30, 2016, no new applications or new requests for assistance under any MHA program will be accepted.”)

The monthly payments due on said note and mortgage are in default since November 1, 2021.

According to the terms and conditions of the said Note and Mortgage, it is provided: *that "In the event of default in the payment of any installment when due, the entire principal and accrued interest shall become due and payable in accordance with the terms of the note and mortgage, and if same should be placed in the hands of an attorney for collection, all costs of collection, including a reasonable attorney's fee, would be secured by the said mortgage as a part of the debt secured thereby...mortgagors will provide fire and other hazard insurance on the mortgaged premises..., pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions for which provisions were not otherwise made, and if he/she failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage."* (Mortgage)

The parties were before the Court on November 29, 2022, for a final hearing on the "merits" with the Honorable Tyler B. O'Shields serving as the duly appointed Special Referee. Testimony was taken and all evidence was allowed in without objection. A Judgment Order in favor of "KCM & AHS" was entered on February 1, 2023.⁴

Amber M. Walls testified, in part, of her recent personal difficulties, which include but are not limited to the unexpected sudden death of her fiancé, the theft of \$5,000.00 from her and her vehicle breaking down. She testified that she took step to utilize the assistance of the SC Stay Plus Program, as well as certain statutes and certain correspondence she has received from various parties throughout this matter, all admitted without objection. Ms. Walls did not bring certain documents with her to the hearing but was allowed leave for an hour to deliver such evidence to the Special Referee within an hour of conclusion of the hearing, all without objection.

⁴ Foreclosure Order dated February 1, 2023.

During cross-exam, Ms. Walls, freely and voluntarily admitted to her awareness of the aforesaid Note and Mortgage; she further freely admitted that she was months behind on making the mortgage payments, and she freely admitted that she had failed to pay the property taxes as well... [Foreclosure Order]. (Ex. "L" See Attached Letter, dated 2/7/2022; Letter dated 8/16/2022).

After careful consideration of all evidence, it was ordered Judgment for foreclosure in favor of "KCM & AHS" That the total debt secured by Note and Mortgage, including Late fees, costs, and expense of collection, including attorney's fees: \$68,820.03.

Respondent's counsel denies all allegations of misconduct.

On these grounds alone and the facts stated above, "KCM & AHS" through their attorney of record, Daniel E. Hunt is informed and believes that Appellant's Appeal should be dismissed and her appeal denied.

Respectfully submitted,

LAW OFFICES OF DANIEL E. HUNT P.A.

BY: s/ Daniel E. Hunt
Daniel E. Hunt SC Bar #2821
502 North A. Street Zip 29640)
Post Office Box 887
Easley, South Carolina 29641
Telephone: (864) 859-7127
Email: dhunt@danhuntlaw.com

ATTORNEY FOR RESPONDENT

May 30, 2023

EXHIBIT A

STATE OF SOUTH CAROLINA)

ASSIGNMENT OF MORTGAGE

COUNTY OF PICKENS)

Mortgage Book 5175, at page 153

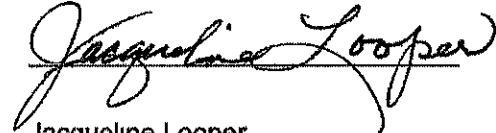
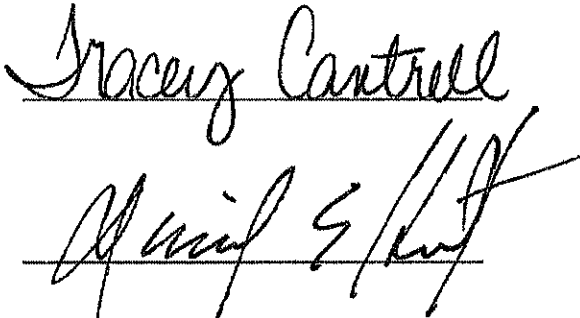
FOR VALUABLE CONSIDERATION, Gary and Jacqueline Looper, owners of a Mortgage dated March 17, 2017, from Amber M. Walls to Gary and Jacqueline Looper in the amount of Eighty Thousand and no/100(\$80,000.00) Dollars, recorded in Mortgage Book 5175, at page 153, in the Public Records of Pickens County, South Carolina, for and in consideration of the sum of Forty Thousand and no/100 (\$40,000 00) Dollars, do hereby transfer, assign, and set over the same with the Note which it was given to secure unto KCM & AHS, LLC, its successors and assigns, 2612 Earl's Bridge Rd, Easley, SC 29640.

WITNESS our hands and seals this 14th day of January 2022.

In the Presence of



Gary Looper



Jacqueline Looper

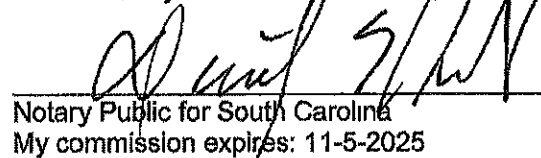
STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF PICKENS)

On January 2022, before me, Daniel E Hunt, personally appeared Gary Looper and Jacqueline Looper, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me the due execution of the within instrument

WITNESS my hand and official seal,



Notary Public for South Carolina
My commission expires: 11-5-2025

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

MORTGAGE OF REAL ESTATE

TO ALL WHOM, THESE PRESENTS MAY CONCERN,

AMBER M. WALLS
376 O'SHIELDS ROAD
EASLEY, SC 29640

Hereinafter referred to as **MORTGAGOR** is well and truly indebted unto

GARY AND JACQUELINE LOOPER
235 LITTLE POND ROAD
EASLEY, SC 29640

Hereinafter referred to as **MORTGAGEE**, as evidenced by the Mortgagor(s) promissory not of date, the terms of which are incorporated by reference, in the sum of \$80,000.00 EIGHTY THOUSAND AND NO/100'S

DUE AND PAYABLE in accordance with the terms of the note given this date, with interest thereon from this date March 17, 2017 rate of 3.0 % PER CENTUM PER ANNUM, to be paid in accordance with the terms of the note. Monthly payments beginning the April 17, 2017 if not sooner paid ending the March 17, 2032.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments or for any other purposes: **NOW, KNOW ALL MEN, THE MORTGAGOR(S)**, In consideration of the aforesaid debt and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the mortgagee, its successors and assigns:

THE FOLLOWING LISTED AND DESCRIBED REAL PROPERTY:

ALL THAT piece, parcel o lot of land, together with all improvements thereon, situate lying and being in the County of Pickens, State of South Carolina and being designated as:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Pickens, located about 2 miles southeast of Dacusville, S.C. containing 1.74 acres according to Plat of Property of Frank L. Carr and Cathy Ann C. Carr, prepared by R.B. Bruce,

R.L.S., dated October 20, 1978, and recorded in the Office of the Clerk of Court for Pickens County, S.C. in Plat Book 21 at page 661.

THIS IS THE same property conveyed to the Grantor by Deed of Samuel R. Pierce, Jr., Secretary of Housing and Urban Development, of Washington, D.C. in Deed Book 22 Page 115 dated May 19, 1987 and recorded July 31, 1987.

Parcel Number: 512202988038 Grantees Address and physical address of real property 376 O'Shields Road, Easley, SC 29640

THIS REAL ESTATE WAS CONVEYED TO MORTGAGOR BY DEED RECORD IN RECORDING BOOK 1846 PAGE 350, THIS DATE _____, MARCH 17, 2017 AND BEING RECORD HERE WITH.

TOGETHER WITH all the singular rights, members, hereditaments and appurtenances to the same belonging in any way incident or appertaining and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate. **TO HAVE AND TO HOLD**, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever. The mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whosoever lawfully claiming the same or any part thereof. The Mortgagor further covenants and agrees as follows: (1) This mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee for such payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing. (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefore when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee to the extent of the balance owing on the Mortgage debt, whether due or not.(3)

That it will keep all improvements now existing or hereafter erected in good repair, and in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway and charge the expenses for such repairs or the completion of such construction to the mortgage debt. (4) That it will pay, when due all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises. (5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby. (6) That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any party thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee as part of the debt secured hereby, and may be recovered and collected hereunder. (7) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue. (8) That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS THE MORTGAGOR(S) HAND AND SEAL THIS 17 day of March, 2017.

SIGNED, SEALED AND DELIVERED in the presence of:

Nancy Cantrell
Witness

Amber M. Walls
Mortgagor Amber M. Walls
(Print Name)

Social Security Number: N/A

[Signature]
Witness

X
(If needed)

Mortgagor N/A
(Print Name)
Social Security Number: N/A

State of South Carolina

PROBATE

County of Pickens

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named mortgagor(s) sign, seal and as its act and deed deliver the within written mortgage and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN TO BEFORE ME THIS 17 DAY OF March, 2017

[Signature]
Notary public for South Carolina

My Commission expires: 3/31/2019

[Signature]
Witness

**NOTICE IF REQUIRED BY THE
FAIR DEBT COLLECTION
PRACTICES ACT, (THE ACT)
15 U.S.C. SECTION 1801 AS AMENDED**

1. The amount of the debt is as set forth in the foregoing letter. The signed Promissory Note has a current balance due of Fifty-Nine Thousand One Hundred Sixty-four and 63/100 (\$59,164.63) Dollars with no payments made since October 2021. You are delinquent with Four (4) payments per month at **Four Hundred Three and 92/100 (\$403.92)** per month plus interest since October 2021 in the amount of **One Thousand Six Hundred Fifteen and 68/100 (\$1615.68) Dollars** with an additional amount of interest, per the terms of the note in the amount of **Eighty and 60/100 (\$80.60) Dollars** for a total in late payments in the amount of **One Thousand Six Hundred Ninety-six and 28/100 (\$1,696.28) Dollars**.

2. The Creditor is: **KCM & AHS, LLC**, 2612, Earl's Bridge Rd, Easley, SC 29640 having purchased your Note and Mortgage from Gary and Jacqueline Loooper.

3. The debt described in the Letter attached hereto will be assumed to be valid by the Creditor's law firm unless you, the debtor, within thirty (30) days after the receipt of this notice, dispute, in writing, the validity of the debt or some portion thereon.

If you, the debtor, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to you, the debtor, by the Creditor's law firm.

4. Written requests should be mailed to:

**Law Offices of Daniel E. Hunt, P. A.
502 North A Street (Zip 29640)
Post Office Box 887
Easley, South Carolina 29641-0887
Phone: (864) 859-7127
Fax: (864) 859-2434**

5. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.
6. **This notice is an attempt to collect a debt and information obtained will be used for that purpose.**

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

PROMISSORY NOTE

LOAN AMOUNT \$80,000.00; Place signed: EASLEY, SC
Date Contracted: March 17, 2017, **FOR VALUE RECEIVED**, the undersigned,
TO ALL WHOM, THESE PRESENTS MAY CONCERN, WHEREAS,

AMBER M. WALLS,
address 376 OSHIELDS ROAD
EASLEY, South Carolina 29640
hereinafter referred to as PAYOR is well and truly indebted unto

GARY AND JACQUELINE LOOPER

address 235 LITTLE POND RD, EASLEY, *South Carolina* 29640
hereinafter referred to as PAYEE, as evidenced by the Payor's promissory note of or order of the
Payor, the principal sum of: **\$80,000.00** EIGHTY THOUSAND DOLLARS and no/100s Dollars
WITH INTEREST from date, at the rate of THREE PER CENT PER ANNUM on the unpaid
balance, until paid. The principal and interest shall be payable at the address of Mortgagee or at
such other place as the holder may designate in writing. In monthly installments of **(\$553.85)** for
the term 180 months commencing on the APRIL 17, 2017, and then on the 17TH day of each
month thereafter, until the principal and interest are fully paid, with last payment being March
17, 2032 of \$239.56!

IF DEFAULT BE MADE, in payment of any installment under this note and if the default is not
made good prior to the due date of the next such installment, the entire principal sum and accrued
interest shall at once become due and payable, without notice, at the option of the holder of this
note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same
in the event of any subsequent default. In the event of default in the payment of this note, and if it
is placed in the hand of an attorney at law for collection, the undersigned hereby agrees to pay all
the costs of collection, including a reasonable attorney's fee.

LATE CHARGE: IF ANY PAYMENT UNDER THIS NOTE IS MORE THAN FIVE
(5) DAYS LATE, A LATE FEE OF FIVE (5%) PER CENT OF THE INSTALLMENT
PAYMENT IS CHARGED, FOR EACH AND EVERY PERIOD THE PAYMENT IS LATE!

PRESENTMENT, PROTEST AND NOTICE ARE WAIVED.

Conditions: the parties have agreed the borrowers OR PAYOR will have the right to prepay this
note at any time without penalty.

GIVEN UNDER THE HAND AND SEAL OF EACH BORROWER PARTY


Mortgagor LS

Business Entities Online

File, Search, and Retrieve Documents Electronically

KCM & AHS, LLC

Corporate Information

Entity Type: Limited Liability Company

Status: Good Standing

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 04/02/2018

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: David Norton

Address: 2612 Earls Bridge Road
Easley, South Carolina 29640

Official Documents On File

Filing Type	Filing Date
Articles of Organization	04/02/2018

EXHIBIT B

EXHIBIT "A"**Description of Property**

All that certain piece, parcel, or tract of land, situate, lying, and being located about 2 miles southeast of Dacusville, in the State of South Carolina, County of Pickens, being shown, known, and designated as containing **One and 74/100** of an acre according to Plat of Property of Frank L. Carr and Cathy Ann C. Carr, prepared by R. B. Bruce, dated October 20, 1978, recorded in **Plat Book 21, at page 661**, in the Office of the Register of Deeds, Pickens County, South Carolina. Also, see Plat by John R. Long, dated January 29, 1996, for Gary W. Looper and Jacqueline M. Looper, recorded in **Plat Book 215, at page 11** (sometimes referred to as **Plat Book 215, at page 11A**), also found in the Office of the Register of Deeds, Pickens County, South Carolina, reference to which is hereby made for a more complete and accurate description thereof.

The above is that identical property conveyed to Amber M. Walls by Deed of Gary Looper and Jacqueline Looper by Deed dated March 17, 2017, and recorded March 17, 2017, in **Deed Book 1846, at page 350**, in the Office of the Register of Deeds, Pickens County, South Carolina.

Address of Property: 376 O'Shields Rd, Easley, South Carolina 29640

Pickens County, South Carolina Tax Map Identification Number: 5122-02-95-8038

EXHIBIT C

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
KCM & AHS, LLC,	)	CASE NO.: 2022-CP-39-_____
	)	
Plaintiff,	)	
	)	
-vs-	)	LIS PENDENS
	)	
Amber M. Walls,	)	
	)	
Defendant.	)	
.....	)	

NOTICE IS HEREBY GIVEN that an action will be commenced within Twenty (20) days, in this Court upon Complaint of the above-named Plaintiff against the above-named Defendant for an action that pertains to a foreclosure action with regards to the subject property located in Pickens County, South Carolina and more particularly described as follows:

All that certain piece, parcel, or tract of land, situate, lying, and being located about 2 miles southeast of Dacusville, in the State of South Carolina, County of Pickens, being shown, known, and designated as containing **One and 74/100** of an acre according to Plat of Property of Frank L. Carr and Cathy Ann C. Carr, prepared by R. B. Bruce, dated October 20, 1978, recorded in in **Plat Book 21, at page 661**, in the Office of the Register of Deeds, Pickens County, South Carolina. Also, see Plat by John R. Long, dated January 29, 1996, for Gary W. Looper and Jacqueline M. Looper, recorded in **Plat Book 215, at page 11** (sometimes referred to as Plat **Book 215, at page 11A**), also found in the Office of the Register of Deeds, Pickens County, South Carolina, reference to which is hereby made for a more complete and accurate description thereof.

The above is that identical property conveyed to Amber M. Walls by Deed of Gary Looper and Jacqueline Looper by Deed dated March 17, 2017, and recorded March 17, 2017, in Deed Book **1846, at page 350**, in the Office of the Register of Deeds, Pickens County, South Carolina.

Address of Property: 376 O'Shields Rd, Easley, South Carolina 29640

Pickens County, South Carolina Tax Map Identification Number: 5122-02-95-8038

LAW OFFICES OF DANIEL E. HUNT, P. A.

s/ Daniel E. Hunt

Daniel E. Hunt; SC Bar #2821
Shaun D. Malone; SC Bar #104188
Post Office Box 887 (29641)
502 North A. Street (29640)
Easley, South Carolina
Tel:864-859-7127/Fax: 864-859-2434
dhunt@danhuntlaw.com
smalone@danhuntlaw.com

ATTORNEYS FOR PLAINTIFF

April 26, 2022
Easley, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

KCM & AHS, LLC,

Plaintiff,

-vs-

Amber M. Walls,

Defendant.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CASE NO.: 2022-CP-39-_____

S U M M O N S
(Non-Jury Foreclosure)

TO THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint upon the subscriber at his office at 502 North A. Street, Easley, South Carolina 29640, within thirty (30) days of the date of service hereof, exclusive of the date of such service, and if you fail to Answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for the relief requested in the Complaint.

IN THE EVENT YOU ARE AN INFANT OVER FOURTEEN YEARS OF AGE OR AN IMPRISONED PERSON you are further summoned and notified to apply for the appointment of a Guardian Ad Litem to represent you in this action within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff(s) herein.

IN THE EVENT YOU ARE AN INFANT UNDER FOURTEEN YEARS OF AGE OR ARE INCOMPETENT OR INSANE then you and the Guardian or committee are further summoned and notified to apply for the appointment of a Guardian Ad Litem to represent said infant under fourteen years of age or said incompetent or insane person within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff(s) herein.

Respectfully submitted,

s/ Daniel E. Hunt

Daniel E. Hunt; SC Bar #2821
 Shaun D. Malone; SC Bar #104188
 Post Office Box 887 (29641)
 502 North A. Street (29640)
 Easley, South Carolina
 Tel:864-859-7127/Fax: 864-859-2434

April 26, 2022
 Easley, South Carolina

ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
KCM & AHS, LLC,	)	CASE NO.: 2022-CP-39-_____
Plaintiff,	)	
	)	
-vs-	)	COMPLAINT
	)	(Non-Jury Foreclosure)
Amber M. Walls,	)	
	)	
Defendant.	)	
.....	)	

Plaintiff, complaining of the Defendant herein, would respectfully show unto this Court:

STATEMENT OF FACTS

1. Plaintiff is a limited liability company organized and existing under and by virtue of the laws of the State of South Carolina. Upon information and belief Defendant is a citizen and resident of Pickens County, South Carolina.

2. Plaintiff is owner of a Mortgage and Note executed by the Defendant dated and recorded March 17, 2017, with the Mortgage recorded in **Mortgage Book 5175, 153**, in the Office of the Register of Deeds, Pickens County, South Carolina. Plaintiff acquired the Note and Mortgage according to Assignment recorded in **Mortgage Book 6080, page 246**, Office of the Register of Deeds, Pickens County, South Carolina. The note and mortgage cover real property located in Pickens County, South Carolina, which is the subject of the within captioned action, and is entitled to enforce same. (See Exhibit "A" for legal description.)

3. Upon information and belief, Defendant Walls is not in the military service of the United States of America pursuant to the provisions of the Service members Civil Relief Act (2003).

4. Jurisdiction and venue are proper in this Court.

FOR A FIRST CAUSE OF ACTION

(Recitation of Mortgage)

5. The previous paragraphs are incorporated herein by reference as if repeated verbatim.

6. On or about March 17 2017, for value received, Defendant executed and delivered to Gary Looper and Jacqueline Looper a certain Promissory Note in writing according to the terms and conditions set out therein, whereby said Defendant, Amber Walls, promised to pay to Gary

Looper and Jacqueline Looper the sum of Eighty Thousand and No/100 Dollars (\$80,000.00), together with interest thereon at the rate of three per cent (3.00%) per annum

7. That in order to better secure the payment of said note and debt, in accordance with the terms and conditions thereof, Amber M. Walls did execute and deliver on October 17, 2017, unto Gary Looper and Jacqueline Looper, their heirs and assigns, a purchase money mortgage covering the property described in Exhibit "A" attached hereto. The referenced Mortgage was not denoted as a purchase money mortgage, but was, in fact, a purchase money mortgage.

8. Thereafter, said mortgage was recorded March 17, 2017, in **Mortgage Book 5175 beginning at Page 253**, in the Office of the Register of Deeds for Pickens County, South Carolina.

9. That the mortgage constitutes a first mortgage lien on the subject property.

10. Plaintiff would show to the Court that the note and mortgage that is the subject of this action is not subject to the Home Affordable Modification Program (HMP), as defined under the Administrative Order of the Chief Justice, #2009-05-22-01, and subsequent Administrative Order of the Chief Justice, #2011-05-02-01. As Plaintiff is owned by two individuals, there is no modification plan applicable or available.

11. The titleholders of record in and to the subject property is Defendant Amber M. Walls who acquired her interest in the subject property by Deed of Gary Looper and Jacqueline Looper, dated and recorded on March 17th, 2017, in **Deed Book 1846 page 350**.

FOR SECOND CAUSE OF ACTION

(Foreclosure of Mortgage)

12. Plaintiff reiterates and reaffirms all of the allegations hereinabove as fully as if repeated in full herein

13. According to the terms and conditions of the said Note and Mortgage, it is provided that in the event of default in the payment of any installment when due, the entire principal and accrued interest shall become due and payable in accordance with the terms of the note and mortgage, and if same should be placed in the hands of an attorney for collection, all costs of collection, including a reasonable attorney's fee, would be secured by the said mortgage as a part of the debt secured thereby.

14. That under the terms and conditions of the mortgage, it is provided that the mortgagors will provide fire and other hazard insurance on the mortgaged premises.

15. Further, under the terms and conditions of said mortgage, it was agreed that the mortgagor would pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions for which provisions were not otherwise made, and if he/she failed

to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage.

16. According to the terms of said mortgage, and as additional security, the mortgagor assigned all rents, issues, and profits of the mortgaged premises from and after any default thereunder, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, his/her heirs and assigns, was given the right to have a Receiver appointed on the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply to the residue of the rents, issues and profits, toward the debt secured by said mortgage.

17. Plaintiff has made several attempts to collect from Defendant the debt due under the Note and Mortgage, but Defendant has failed and refused to pay the remaining balance to Plaintiff. Plaintiff therefore elects to exercise its option of foreclosure of the subject property and demand full payment from Defendant.

18. The monthly payments due on said note and mortgage are in default since November 1, 2022 , and the conditions of said note and mortgage have been broken although demand for payment thereof has been made, and Plaintiff as the holder of the said Note and Mortgage, after providing all required notices, elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on said Note and Mortgage as of November 1, 2022, the sum of Fifty-nine Thousand Two Hundred Forty-six and 16/100 (\$59,246.16) Dollars, together with interest at the rate of Three per cent (3.0%) per annum from November 1, 2022 , plus the costs and disbursements of this action, including attorney's fees.

19. Plaintiff would show unto this Court that as Plaintiff is an individually owned limited liability company and as such, he is informed and believes that the Mortgage which is the subject of this action is not subject to or governed by the Home Affordable Modification Program (HAMP) or (HMP). Additionally, Plaintiff would show that pursuant to South Carolina Supreme Court Order 2009-05-22-01, HAMP or HMP is not applicable to this matter as it is not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac nor is the servicer/owner participating in the HMP.

20. Plaintiff would further show that pursuant to S.C. Code Section 37-3-105(1976), the mortgage lien, which is the subject of this action, is a first lien on real estate and is not a "consumer loan" for the purposes of the South Carolina Consumer Protection Code. Any notices of right to cure have been given as required.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters set forth herein, and:

A. That the amount due upon the said Note and Mortgage held by Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action, plus any property taxes on the mortgaged premises which may have been paid by Plaintiffs.

B. That the said Plaintiff's mortgage be declared a first lien on the real property, and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action.

C. That the Court declare that interests of Defendant Amber M. Walls, be declared to be subsequent and junior to the lien held by Plaintiff.

D. That the mortgaged premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale.

Second, to the payment and discharge of the amount due on Plaintiff's note and mortgage, together with attorney's fees as aforesaid; and

Third, the surplus, if any, be distributed according to law.

E. That Plaintiff has immediate judgment against Defendant for the full amount found to be due Plaintiff on the note and mortgage.

F. That an Order be entered directing and empowering the Sheriff of Pickens County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should be the same be necessary.

G. That an Order be issued granting the ejectment of the defendant in possession herein and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of Plaintiff's mortgage, which personal property if not removed, shall be deemed abandoned and shall be removed by Plaintiff or its agents from the subject property by placing said property on the public street or highway or by any other means.

H. For such other and further relief as may be just and proper.

LAW OFFICES OF DANIEL E. HUNT, P. A.

April 26, 2022

BY: s/ Daniel E. Hunt
Daniel E. Hunt SC Bar #2821
Shaun D. Malone SC Bar #104188
502 North A Street (Zip 29640)
Post Office Box 887
Easley, South Carolina 29641-0887
Telephone: (864) 859-7127
Email: dhunt@danhuntlaw.com

ATTORNEYS FOR PLAINTIFF

EXHIBIT "A"**Description of Property**

All that certain piece, parcel, or tract of land, situate, lying, and being located about 2 miles southeast of Dacusville, in the State of South Carolina, County of Pickens, being shown, known, and designated as containing **One and 74/100** of an acre according to Plat of Property of Frank L. Carr and Cathy Ann C. Carr, prepared by R. B. Bruce, dated October 20, 1978, recorded in **Plat Book 21, at page 661**, in the Office of the Register of Deeds, Pickens County, South Carolina. Also, see Plat by John R. Long, dated January 29, 1996, for Gary W. Looper and Jacqueline M. Looper, recorded in **Plat Book 215, at page 11** (sometimes referred to as **Plat Book 215, at page 11A**), also found in the Office of the Register of Deeds, Pickens County, South Carolina, reference to which is hereby made for a more complete and accurate description thereof.

The above is that identical property conveyed to Amber M. Walls by Deed of Gary Looper and Jacqueline Looper by Deed dated March 17, 2017, and recorded March 17, 2017, in **Deed Book 1846, at page 350**, in the Office of the Register of Deeds, Pickens County, South Carolina.

Address of Property: 376 O'Shields Rd, Easley, South Carolina 29640

Pickens County, South Carolina Tax Map Identification Number: 5122-02-95-8038

EXHIBIT D

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF PICKENS	)	
KCM & AHS, LLC,	)	CASE NO. 2022CP3900506
	)	
Plaintiff,	)	
-vs-	)	AFFIDAVIT OF SERVICE
	)	
AMBER M. WALLS,	)	
	)	
Defendant.	)	
	)	

PERSONALLY, appeared before me the undersigned, who being first duly sworn states that I served the following documents upon the Defendant **Amber M. Walls**:

- (X) Lis Pendens (filed 4/26/22 and 4/27/22);
- (X) Summons and Complaint (filed 4/27/22); and
- (X) Exhibit "A" (filed 4/27/22)

(☒) By personally serving her at 376 O'Shields Road
Easley, SC.

() By delivering to _____,
a person of discretion over the age of eighteen (18) and residing in the same residence as the Defendant and being in such residence at the time of service.

on the 29 day of April, 2022, at 1:10 am/pm and that the deponent is not a party to this action and has no interest therein or any connection therewith.

W. Austin Mulkey
W. Austin Mulkey

Sworn to before me this
29 day of April, 2022.

Danny R. Ketchum
Notary Public for South Carolina
My commission expires: 10/15/2024

EXHIBIT E

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF Pickens 2022 MAY 25 PM 4:35

CASE NO. 2022-CP-39-00506

Kcm & AAS
Plaintiff

CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

ANSWER

v.

Walls

Amber M. Knight
Defendant(s)

Responding to the complaint of the plaintiff, Defendant Amber M. Knight (name) would respectfully show unto the Court:

~~Amber~~ FKA
Amber Walls

FOR A FIRST DEFENSE

1. Each and every allegation of the Complaint that is neither admitted, denied, or modified is hereby denied.
2. The Defendant(s) admit residency in Pickens County, South Carolina.
3. Paragraph(s) 3, 4, 6, 8, 9, 11 are admitted.
4. Paragraph (s) 2, 5, 7, 10, 12, 17, 18, 19 are denied.
5. Defendant is without information sufficient to admit or deny paragraph(s) 1, 13, 14, 15, 16, 20 so they are denied and strict proof is demanded thereof.

ADDITIONAL DEFENSES

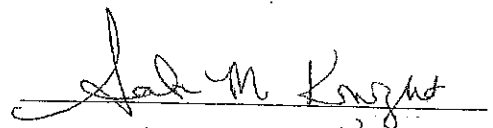
I received a letter dated 02-07-22 informing me that Kme-AAS LLC had purchased my mortgage loan from the Kopers. And stated I need pay 1,696.28 at my earliest convenience to bring the note up to date. I already had an agreement with the Kopers to catch the payment up on

March 17, 2022 after receiving revenue from
the sale of 2 litters of puppies I had bred.
My mother Karen Medlock sent the money on
my behalf for the full amount requested in the
letter and Ken & AHS LLC sent it back with
a letter stating all correspondence to be made
thru this address time she try to contact
mom but and forward the check to his office
We have not heard any thing until I was
served. ~~on~~ I have the funds to bring the loan to
current date

WHEREFORE, the Defendant respectfully asks the Court to

1. Inquire into the matters alleged in the Complaint and in any responsive pleadings;
2. Refuse to grant Plaintiff's requests for relief;
3. Require foreclosure intervention or any loss mitigation efforts to be exhausted;
4. Require Ken & AHS to ~~accept~~ accept a reinstatement
5. Refuse Foreclosure
6. Make such other order as the Court deems just and proper.

THE DEFENDANT STATES THAT THE INFORMATION IN THIS ANSWER IS TRUE TO
THE BEST OF HIS OR HER KNOWLEDGE



Name: Amber M. Knight

Address: 376 O'Shields Rd

Eastley S.C 29640

Phone: 864-341-6111

Date: 05-25-22

EXHIBIT F

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

KCM & AHS, LLC,

Plaintiff,

vs.

AMBER M. WALLS,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Civil Action No.: 2022-CP-39-00506

MOTION FOR
ORDER OF REFERENCE

This is a foreclosure action which the property is situated in the County of Pickens, State of South Carolina. The Defendant has filed an Answer with this Court and at present no counsel has made an official appearance on her behalf to the Court, and therefore it is proper that this matter be referred to Tyler B. O'Shields, an attorney in good standing with the South Carolina Bar and has law offices in Pickens County, South Carolina, to serve as Special Referee for final disposition.

WHEREFORE, Plaintiff prays that this action be referred to Tyler B. O'Shields, an attorney in good standing with the South Carolina Bar and has law offices in Pickens County, South Carolina, to hear the case as Special Referee and to issue a final order in this matter and appealable directly to the Supreme Court of South Carolina, pursuant to Rule 53 of the *South Carolina Rules of Civil Procedure* and S. C. Code Ann. §14-11-85 (Supp. 1994), as hereafter from time to time amended.

I SO MOVE.

s/ Daniel E. Hunt

Daniel E. Hunt; SC Bar #2821

Shaun D. Malone; SC Bar#104188

Post Office Box 887 (29641)

502 North A. Street (29640)

Easley, South Carolina

dhunt@danhuntlaw.comsmalone@danhuntlaw.com

Tel: 864-859-7127/Fax: 864-859-2434

ATTORNEYS FOR PLAINTIFF

November 8, 2022
Easley, South Carolina

EXHIBIT G

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

KCM & AHS, LLC,

Plaintiff,

vs.

AMBER M. WALLS,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Civil Action No.: 2022-CP-39-00506

**MOTION FOR
ORDER OF REFERENCE**

This is a foreclosure action which the property is situated in the County of Pickens, State of South Carolina. The Defendant has filed an Answer with this Court and at present no counsel has made an official appearance on her behalf to the Court, and therefore it is proper that this matter be referred to Tyler B. O'Shields, an attorney in good standing with the South Carolina Bar and has law offices in Pickens County, South Carolina, to serve as Special Referee for final disposition.

WHEREFORE, Plaintiff prays that this action be referred to Tyler B. O'Shields, an attorney in good standing with the South Carolina Bar and has law offices in Pickens County, South Carolina, to hear the case as Special Referee and to issue a final order in this matter and appealable directly to the Supreme Court of South Carolina, pursuant to Rule 53 of the *South Carolina Rules of Civil Procedure* and S. C. Code Ann. §14-11-85 (Supp. 1994), as hereafter from time to time amended.

I SO MOVE.

s/ Daniel E. Hunt

Daniel E. Hunt; SC Bar #2821

Shaun D. Malone; SC Bar#104188

Post Office Box 887 (29641)

502 North A. Street (29640)

Easley, South Carolina

dhunt@danhuntlaw.comsmalone@danhuntlaw.com

Tel:864-859-7127/Fax: 864-859-2434

ATTORNEYS FOR PLAINTIFFNovember 8, 2022
Easley, South Carolina

EXHIBIT H

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF PICKENS) THIRTEENTH JUDICIAL CIRCUIT

C.A. NO. 2022-CP-39-00506

KCM & AHS, LLC,
Plaintiff.

-vs-

AMBER M. WALLS,
Defendant.

AFFIDAVIT OF SERVICE

PERSONALLY, appeared before me the undersigned, who being first duly sworn states that I served the following documents upon the Defendant, Amber M. Walls a/k/a Amber M. Knight:

- (X) Motion for Order of Reference;
- (X) Order of Reference; and
- (X) Notice of Hearing.

(X) By personally serving her at 376 OSHZGOS RD
CASLEY SC 29640

() By delivering to _____,
a person of discretion over the age of eighteen (18) and residing in the same residence as the Defendant and being in such residence at the time of service.

on the 9 day of November, 2022, at 9:18 am/~~pm~~ and that the deponent is not a party to this action, and has no interest therein or any connection therewith.

Joseph R. Williamson
Joseph R. Williamson

Sworn to before me this
11 day of November, 2022.

Sammy L. Porter

Notary Public for South Carolina

My commission expires: 10/15/2024

) IN THE COURT OF COMMON PLEAS
) THIRTEENTH JUDICIAL CIRCUIT

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STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

COUNTY OF PICKENS)

KCM & AHS, LLC,
Plaintiffs,)

vs.)

ORDER OF REFERENCEAMBER M. WALLS,
Defendants.)

This is an action for foreclosure of real property located in the County of Pickens, State of South Carolina. All parties have been served and Defendant has filed her Answer *Pro Se*. Plaintiff has requested that the matter be referred to Tyler B. O'Shields, an attorney in good standing with the South Carolina Bar and has law offices in Pickens County, South Carolina, to serve as the Special Referee for final disposition.

NOW THEREFORE, upon motion of Daniel E. Hunt, attorney for the Plaintiff in the above captioned matter and this matter being for the foreclosure of real property in the County of Pickens, State of South Carolina, this matter is hereby referred to the Honorable Tyler B. O'Shields, as the Special Referee, for final disposition pursuant to Rule 53(b) of the *South Carolina Rules of Civil Procedure*.

IT IS ORDERED that the above entitled cause of action be transferred and the same is hereby referred to the Honorable Tyler B. O'Shields, as the Special Referee, to hear the case and issue a final order in this matter appealable directly to the Supreme Court of South Carolina or the Court of Appeals as provided by the South Carolina Appellate Court Rules, pursuant to Rule 53(b) of the *South Carolina Rules of Civil Procedure* and S. C. Code Ann. §14-11-85 (Supp. 1994), as hereafter from time to time amended.

AND IT IS SO ORDERED.

(Clerk of Court's Electronic Signature to Follow)



Pickens Common Pleas

Case Caption: Kcm & Ahs, Llc VS Amber M Walls
Case Number: 2022CP3900506
Type: Order/Referred to Master or Special Referee

So Ordered

s/Harold P. Welborn Jr., Pickens County Clerk of
Court

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

KCM & AHS, LLC,

Plaintiff,

vs.

AMBER M. WALLS,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Civil Action No.: 2022-CP-39-00506

MOTION FOR
ORDER OF REFERENCE

This is a foreclosure action which the property is situated in the County of Pickens, State of South Carolina. The Defendant has filed an Answer with this Court and at present no counsel has made an official appearance on her behalf to the Court, and therefore it is proper that this matter be referred to Tyler B. O'Shields, an attorney in good standing with the South Carolina Bar and has law offices in Pickens County, South Carolina, to serve as Special Referee for final disposition.

WHEREFORE, Plaintiff prays that this action be referred to Tyler B. O'Shields, an attorney in good standing with the South Carolina Bar and has law offices in Pickens County, South Carolina, to hear the case as Special Referee and to issue a final order in this matter and appealable directly to the Supreme Court of South Carolina, pursuant to Rule 53 of the *South Carolina Rules of Civil Procedure* and S. C. Code Ann. §14-11-85 (Supp. 1994), as hereafter from time to time amended.

I SO MOVE.

s/ Daniel E. Hunt

Daniel E. Hunt; SC Bar #2821

Shaun D. Malone; SC Bar#104188

Post Office Box 887 (29641)

502 North A. Street (29640)

Easley, South Carolina

dhunt@danhuntlaw.comsmalone@danhuntlaw.com

Tel:864-859-7127/Fax: 864-859-2434

ATTORNEYS FOR PLAINTIFFNovember 8, 2022
Easley, South Carolina

EXHIBIT I

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

KCM & AHS, LLC,

Plaintiff,

vs.

Amber M. Walls,

Defendant.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
CA# 2023-CP-39-00506

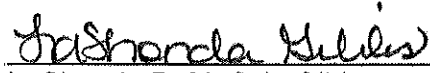
CERTIFICATE OF MAILING

PERSONALLY appeared before me LaShonda Gibbs who under oath states that I am employed by Daniel E. Hunt, Attorney at Law and I am a person of such age and discretion as to be competent to serve papers. I hereby certify that I have this date served a copy of the following pleading(s) upon the individual(s) named below, by placing a copy in the **United States Mail**, postage prepaid and return address clearly indicated as well as **Certified Mail, Tracking Number: 7020 1290 0001 1889 7654** Signature Confirmation Restricted Delivery, other means listed herein to the address(es) below:

DATE OF SERVICE: March 30, 2023

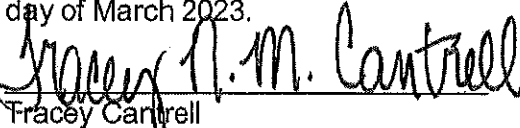
PLEADINGS: Final Foreclosure Order and Notice of Sale for 05/01/23

PERSON(S): Amber M. Walls
376 O'Shields Road
Easley, South Carolina 29642



LaShonda D. McCoig Gibbs
Paralegal to
Daniel E. Hunt, S.C. Bar#2821
502 North A. Street
Easley, South Carolina 29640
(864) 859-7127 / (864) 859-2434
dhunt@danhuntlaw.com (email)

SWORN to before me this 30th
day of March 2023.


Tracey Cantrell

Notary Public for South Carolina

08/06/2024

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

KCM & AHS, LLC,

Plaintiff,

vs.

Amber M. Walls,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2019-CP-39-00506

ORDER OF FORECLOSURE

Date of Hearing: November 29, 2022
Hearing Officer: Tyler B. O'Shields, Special Referee
Plaintiff Attorney: Daniel E. Hunt
Defendant Attorney: Pro se - PRESENT
Guardian ad litem: None

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred. Any appeal from any order or judgment issued by the master or special referee shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

Pursuant to the said Order of Reference, a hearing was held and was attended by counsel for Plaintiff, representatives of Plaintiff, and the Pro se Defendant. The testimony was taken, which is reported herewith. From the testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT

1. This is an action for foreclosure for property located in Pickens County, South Carolina.
2. The real estate which is the subject of this action, and the parties are all located in Pickens County, South Carolina. Based on the Certification of Compliance filed herein, Plaintiff has complied with the requirements of South Carolina Supreme Court Administrative Order 2020-05-06-01 (as amended by Order 2020-05-12-01). The administrative Orders have now been dismissed.
3. The Lis Pendens was filed on April 26, 2022.
4. The Summons and Complaint were filed on April 27, 2022.

5. Service was made upon the Defendant named in this Report as is shown by the proof of service filed herein.

6. The Defendant filed responsive pleadings on May 25, 2022, as shown by the Answer filed herein.

7. All of the defendants herein and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

8. For value received, Amber M. Walls, executed and delivered a Note dated March 17, 2017, promising thereby to pay to the order of Gary Looper and Jacqueline Looper, the sum of Eighty Thousand and No/100 Dollars (\$80,000.00), together with interest pursuant to the terms of the Note and any extensions, amendments, or modifications thereto. Other terms and conditions are stated in the Note, which is of record herein, and was admitted into evidence without objection.

9. To better secure the payment of the Note described above, the said Amber M. Walls made, executed and delivered to Gary Looper and Jacqueline Looper, a mortgage in writing, dated March 17, 2017, covering real property in Pickens County, which is the same as that described in the Complaint. This mortgage was filed in the Office of the Register of Deeds for Pickens County March 17, 2017, in Book 5175 at Page 153. Said mortgage was admitted into evidence without objection.

10. This mortgage is a first mortgage lien on the subject property and is a Purchase Money Mortgage.

11. This mortgage was assigned to Plaintiff by instrument recorded January 21, 2022, in Book 6080 at Page 246.

12. The titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action is Amber M. Walls, and said Assignment of Mortgage was admitted into evidence without objection.

13. Payment due on the Note has not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of an attorney for collection.

14. Amber M. Walls testified, in part, of her recent personal difficulties, which include but are not limited to the unexpected sudden death of her fiancé, the theft of \$5,000.00 from her, and her vehicle breaking down. In the face of such difficulties, she has testified that she took steps to utilize the assistance of the SC Stay Plus Program; the Defendant admitted into evidence certain documentation of the SC Stay Plus Program, as well as certain statutes and certain correspondence she has received from various parties throughout this matter, all admitted without

objection. It is noted for the record that Ms. Walls did not bring such evidence with her to the hearing, but her request to deliver such evidence to the Special Referee within an hour of the conclusion of the hearing was granted without objection from the Plaintiff; the Plaintiff was provided with a copy of all such evidence submitted by Ms. Walls, without objection. All such evidence has been reviewed and carefully considered by the Special Referee. However, upon cross-examination by Plaintiff's counsel during the hearing she freely and voluntarily admits to her awareness of the aforesaid Note and Mortgage; she further freely admits that she is months behind on making the mortgage payments, and she freely admits that she has failed to pay the property taxes as well.

15. The amount due and owing on the Note, with interest as set forth in the Note, late fees, costs and expense of collection, including attorney's fees:

Principal due as of last payment-October 17, 2021,	\$ 59,164.63
Interest to date of hearing	\$ 1,883.41
Per dlem-\$4.61 for 43 days	
Late Charges	\$ 359.97
Costs of Collection	
Including costs of this hearing and service-	\$ 670.00
Filing fees-	\$ 180.00
Cost of Insurance Placed on Property	
One policy placed- \$657.00 but refunded \$557.00	\$ 100.00
Second Policy placed in October-\$758.00	\$ 858.00
Per terms of Note and Mortgage	
Delinquent taxes paid- Delinquent tax sale 2020	\$ 1,578.15
Property taxes for 2021	\$ 583.05
Property Taxes for 2022- still due-	\$ 442.82
(Not included in total)	
Attorney fees	\$ 3,000.00

TOTAL DEBT secured by Note and Mortgage, \$ 68,820.03
including interest to date shown

Having considered the nature, extent and difficulty of the services rendered, the time involved in reviewing the various documents, performing the title search, preparing the pleadings, attending hearings and argument, the professional standing of counsel, the fee customarily charged for similar services, and the beneficial results obtained for Plaintiff, I find that the sum of

purchase price only upon compliance with the bid, but in case of non-compliance within 20 days, the deposit may be forfeited without further hearing and applied to the costs and Plaintiff's debt.

- B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 3%.
- C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.
- D. This Mortgage constitutes a first priority lien on the subject property and is a Purchase Money Mortgage.
- E. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.

5. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, disbursements and expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Special Referee only the amount of the costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.

6. The Special Referee will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, which Notice of Sale is incorporated herein by reference; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within 20 days after date of sale, then the Special Referee may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

7. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.

8. That the Special Referee will apply the proceeds of the sale as follows:

FIRST: To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

NEXT: To the payment of Plaintiff, or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus funds will be held pending further order of the Court.

9. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

10. **IT IS FURTHER ORDERED** that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of filing of the notice of pendency of the within action, and the name of the grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

11. **IT IS FURTHER ORDERED** that the Special Referee will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, Issuing a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 *et seq.*, South Carolina Code of Laws (1976), as amended.

12. Any sale pursuant to this order is **without** warranty of any kind. Neither Plaintiff nor Court warrant title to any third-party purchaser. All third-party purchasers are made parties to this action and are deemed to have notice of all matters disclosed by the public record, *including* the status of title. See Ex parte Keller, 185 S.C. 283, 194 S.E. 15 (1937); Wells Fargo Bank, NA v. Turner, 378 S.C. 147, 662 S.E.2d 424 (Ct. App. 2008).

13. The Special Referee shall direct the Register of Deeds to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after the Order Confirming Sale and Disbursements has been executed and filed. Plaintiff's Mortgage lien is described as follows:

That certain Mortgage given by Amber M. Walls to Mortgage Gary Looper and Jacqueline Looper dated March 17, 2017 and recorded in the Office of the Register of Deeds for Pickens County on March 17, 2017 in Book 5175 at Page 253.

14. The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel, or tract of land, situate, lying, and being located about 2 miles southeast of Dacusville, in the State of South Carolina, County of Pickens, being shown, known, and designated as containing **One and 74/100** of an acre according to Plat of Property of Frank L. Carr and Cathy Ann C. Carr, prepared by R. B. Bruce, dated October 20, 1978, recorded in **Plat Book 21, at page 661**, in the Office of the Register of Deeds, Pickens County, South Carolina. Also, see Plat by John R. Long, dated January 29, 1996, for Gary W. Looper and Jacqueline M. Looper, recorded in **Plat Book 215, at page 11** (sometimes referred to as **Plat Book 215, at page 11A**), also found in the Office of the Register of Deeds, Pickens County, South

Carolina, reference to which is hereby made for a more complete and accurate description thereof.

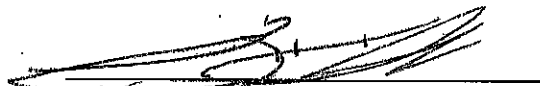
The above is that identical property conveyed to Amber M. Walls by Deed of Gary Looper and Jacqueline Looper by Deed dated March 17, 2017, and recorded March 17, 2017, in **Deed Book 1846**, at page 350, in the Office of the Register of Deeds, Pickens County, South Carolina.

Address of Property: 376 O'Shields Rd, Easley, South Carolina 29640

Pickens County, South Carolina Tax Map Identification Number: 5122-02-95-8038

15. The Defendant's Motion to Dismiss filed with the Clerk of Court on December 8, 2022, is hereby denied.

AND IT IS SO ORDERED:



Tyler B. O'Shields
Special Referee
Pickens County, South Carolina

February 1, 2023
Easley, South Carolina

STATE OF SOUTH CAROLINA
 COUNTY OF PICKENS
 IN THE COURT OF COMMON PLEAS
 KCM & AHS, LLC,
 PLAINTIFF

FORM 4
 JUDGMENT IN A CIVIL CASE
 C/A NO: 2022-CP-39-00506

Amber M. Walls

Submitted by: **Daniel E. Hunt**

DEFENDANT(S)

Attorney for: Plaintiff; Defendant;
 or Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

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

ACTION DISMISSED. (CHECK REASON) Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43 (k), SCRPC (Settled); Other _____

ACTION STRICKEN. (CHECK REASON) Rule 40(j), SCRPC; Bankruptcy; Binding Arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____

STAYED DUE TO BANKRUPTCY

DISPOSITION OF APPEAL TO THE CIRCUIT COURT (Check applicable box):

Affirmed; Reversed; Remanded; Other _____

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or in any amount should be enrolled. If there is no judgment information, indicate 'N/A' in one of the boxes below.

Judgment In Favor of (List Name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To Be Enrolled (List amount(s) below)
KCM & AHS, LLC		
If applicable, describe the property, including tax map information and address referenced in the order:		

\$3,000.00 is a reasonable fee to allow under the terms of the Note and Mortgage as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the action.

Interest for the period from November 29, 2002, as shown above at the rate of 3% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 3% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

16. Plaintiff does not demand a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto Plaintiff, including costs and Attorney's fees.

17. It is noted that on December 8, 2022, subsequent to this hearing which took place on November 29, 2022, the Defendant filed with the Clerk of Court a Motion to Dismiss. Such a Motion is untimely filed with the Clerk of Court.

IT IS THEREFORE ORDERED:

1. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$68,820.03, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra*, and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 3%.

3. The Defendant(s) liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action. If such debt is paid in full, then the foreclosure sale shall be cancelled.

4. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Special Referee or his agent, under the direction of the Special Referee, at public auction, at the Pickens County Courthouse, Pickens, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

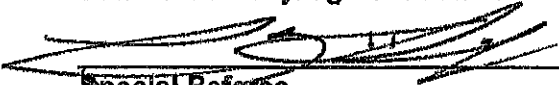
A. **FOR CASH:** The Special Referee will require a deposit of 5% on the amount of the bid (in cash or equivalent), same to be applied on the

All that certain piece, parcel, or tract of land, situate, lying, and being located about 2 miles southeast of Dacusville, in the State of South Carolina, County of Pickens, being shown, known, and designated as containing **One and 74/100 of an acre according to Plat of Property of Frank L. Carr and Cathy Ann C. Carr, prepared by R. B. Bruce, dated October 20, 1978, recorded in **Plat Book 21, at page 661**, in the Office of the Register of Deeds, Pickens County, South Carolina. Also, see Plat by John R. Long, dated January 29, 1996, for Gary W. Looper and Jacqueline M. Looper, recorded in **Plat Book 215, at page 11** (sometimes referred to as **Plat Book 215, at page 11A**), also found in the Office of the Register of Deeds, Pickens County, South Carolina, reference to which is hereby made for a more complete and accurate description thereof.**

Address of Property: 376 O'Shields Rd, Easley, South Carolina 29640

Pickens County, South Carolina Tax Map Identification Number: 5122-02-95-8038

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**


Special Referee

SCRCP Form 4C (2/2017)

Judge Code

02/01/2023

Date

Page 1 of 2

For Clerk of Court Office Use Only

This judgment was entered on the 21 day of Feb., 2022
and ~~a copy mailed first class or placed in the appropriate attorney's box on this~~ day
of ~~_____~~, 2022 to attorneys of record or to parties (when appearing pro
se) as follows:

E-FILED by Clerk

Daniel E. Hunt
502 North A. Street
Easley, SC 29640
Attorney(s) for Plaintiffs

Amber M. Walls
376 O'Shields Road
Easley, SC 29640
Pro Se Defendant

SCRCP Form 4C (2/2017)


CLERK OF COURT MB

Court Reporter:

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED
ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a
decision rendered.

SCRCP Form 4C (02/2017)

**NOTICE OF SPECIAL REFEREE SALE
CIVIL ACTION NO. 2022-CP-39-000506**

BY VIRTUE OF A DECREE of the Court of Common Pleas for Pickens County, South Carolina, heretofore issued in the case of **KCM & AHS, LLC**, against Amber M. Walls, the Special Referee for Pickens County, or his/her agent, will sell on **May 1, 2023, at 11:00 A.M.**, at 214 East Main Street, Pickens, SC, to the highest bidder:

All that certain piece, parcel, or tract of land, situate, lying, and being located about 2 miles southeast of Dacusville, in the State of South Carolina, County of Pickens, being shown, known, and designated as containing **One and 74/100** of an acre according to Plat of Property of Frank L. Carr and Cathy Ann C. Carr, prepared by R. B. Bruce, dated October 20, 1978, recorded in **Plat Book 21, at page 661**, in the Office of the Register of Deeds, Pickens County, South Carolina. Also, see Plat by John R. Long, dated January 29, 1996, for Gary W. Looper and Jacqueline M. Looper, recorded in **Plat Book 215, at page 11** (sometimes referred to as **Plat Book 215, at page 11A**), also found in the Office of the Register of Deeds, Pickens County, South Carolina, reference to which is hereby made for a more complete and accurate description thereof.

Address of Property: 376 O'Shields Rd, Easley, South Carolina 29640

Pickens County, South Carolina Tax Map Identification Number: 5122-02-95-8038

The above is that identical property conveyed to Amber M. Walls by Deed of Gary Looper and Jacqueline Looper by Deed dated March 17, 2017, and recorded March 17, 2017, in **Deed Book 1846, at page 350**, in the Office of the Register of Deeds, Pickens County, South Carolina.

TERMS OF SALE: FOR CASH. The Special Referee will require a deposit of 5% of the bid amount in cash or certified funds, which is to be applied on the purchase price upon compliance with the bid. Interest on the balance of the bid at 3% shall be paid to the day of compliance. In case of noncompliance within 20 days, after the sale, the deposit of 5% is to be forfeited and applied to Plaintiff's judgment debt and the property re-advertised for sale upon the same terms at the risk of the former highest bidder. Purchaser to pay for deed recording fees and deed stamps.

Deficiency judgment not being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, but shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent, is present.

The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

Any sale pursuant to this order is **without** warranty of any kind. Neither Plaintiff nor Court warrant title to any third-party purchaser. All third-party purchasers are made parties to this action and are deemed to have notice of all matters disclosed by the public record, *including* the status of title. See Ex parte Keller, 185 S.C. 283, 194 S.E. 15 (1937); Wells Fargo Bank, NA v. Turner, 378 S.C. 147, 662 S.E.2d 424 (Ct. App. 2008).

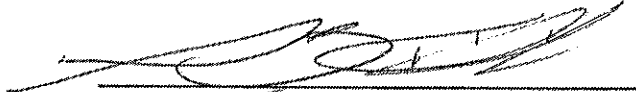

Tyler B. O'Shields
Special Referee
Pickens County

EXHIBIT J

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

KCM & AHS, LLC,

Plaintiff,

Vs

AMBER M. WALLS,

Defendant.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CASE NO.: 2022-CP-39-00506

CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

2022 DEC 8 PM 4 55

Motion to Dismiss

I'm filing for a motion to dismiss for many reasons the 1st one due to the fact the plaintiffs attorney stated in his complaint page 4 paragraph 19, that the plaintiff would show unto this court that is plaintiff is an individual owned limited liability company and as such is not subject to governed by the home affordable modification program (HAMP) or (HMP) additionally, plaintiff would show the pursuit of the South Carolina supreme court order 2009-05-22-01 HAMP or HMP is not applicable to this matter as it not owned, securitized, or guaranteed by Fannie Mae or Freddie Mac nor is the service - owner participating in the HMP. However in May of 2011 an additional order was put into place as I will show in exhibit A

14

Amber M. Walls
376 O'Shields Rd
Easley S.C. 29640
Tel: 864-341-6111

December 8, 2022
Easley S.C

COMMON PLEAS
SPECIAL REFEREE

KCM & AHS, LLC

2022-CP-39-00506

Plaintiff

-vs-

Amber M. Walls

Defendant

2022 DEC 8 PM 4 50
CLERK OF COURT
PICKENS COUNTY
SOUTH CAROLINA

AFFIDAVIT

I, Amber M. Walls, of Easley, in Pickens, South Carolina, MAKE OATH AND SAY THAT:

1. This would show that opposing counsel has been practicing realstate law the past 10 years with this order from the supreme court put into effect in 2011 completely alluding them which would show council is not staying current with knowledge , continuing education to be current in the practice of his chosen field of law, in order to council to the best of his ability. As so it states in rule 407 of the Supreme Court, Rules of Proffecinal Conduct (rule2,6.) How does one practice the law if one dose not know the law, or current laws.

Rule 407 Rules of Professional Conduct. in fact would this would be in violation of rule 407 Rules of Professional Conduct (rule 6). This is people's homes, in some cases everything they have worked for their entire life, shouldn't the people trying to take it from them and put into place to make a ruling on the matter, atleast know the laws and the guidelines they should be going by to protect that home owner? So that in fact the very thing this plaintiff is unfairly and

unjust trying to do to the defendant and her home doesn't happen ,so that people aren't taken advantage of. So either Plaintiff's attorney did not know about the order put in to effect 2022-22-05 or he blatantly disregarded the order put into effect by the supreme court in 2011 to protect home owner to suit someone's personal adgent (rule 5,6,7). If the people sworn to up hold the law, that have a certain ethical responsibility to do so, than what does that mean for our judicial system. I can't help but wonder how many people have wrongfully and unfairly lost their home due to Lenders and their council failing to go by the guidelines of the Supream Court order out in place on 05-22-2011 to protect the homeowner, and even more scary it wasn't caught in my case until I caught it.

KCM & AHS LLC. has proven

to not be acting in good faith as have the planiffs attorney. In fact they implemented decite with their misleading and Perjured testimony , in their claims in which they intended on standing by while under oath until special refferie Mr. O'Shields asked several times and implored the plaintiff answer the question honestly, did he pay the taxes for 2022, and reminded him he was under oath, upon stating that I had a email proving the Plaintiff had in fact not paid the taxes, in which I entered into evidence on November 29th 2022 , at which time the Plaintiff recanted his statement and changed his answer. The opposing council for KCM & AHS, LLC also displayed unprofessional misconduct by either not knowing, or not sharing the Supreme Courts Order put into effect May 22, 2011 and seeking a Morgage Intervention and/or Loss Midigation and advocating every means possible to reach and come to an agreement to keep the defendant in the home. It is Mr. Hunt/ Malone's job to know these laws, not mine. Further more plantiffs counicle not only did not attempt to teach me deveral times as stayed in his complaint, he in fact would not respond to the attorney at Greenville law services (GLS) who was trying to assist me, when the 1st email sent on May 25th asking would his client reinstate the loan, nor for several months. And even after the attorney from GLS followed up with several more emails, attempting to get a response from the 1st email he sent on May 25th 2022, which was also entered into evidence in November 29, 2022 proceeding, which should not have even been granted with out the proper steps being taken to mortgage intervention and or loss midigation taken place 1st. Seeing how the defendant complied with the 1st and only notice from opposing counsel and in fact sent a check for the full amount requested in the notice recived by standard mail, of 1,629.93. Which was also entered into evidence at the special refferie proceddings in the office of Tyler B. O' Shields office on November 29, 2022,when I also brought to the attention of Mr.O'Shields the Perjured statement in the plaintiff's complaint page 4 paragraph 17. That states the plaintiff made several attempts to have the defendant bring the note current and she denied and refused , in which obviously was not true. I also entered into evidence a copy of the check along with a letter stating what the check was for along with a statement from my mother who

sent the check for the full amount requested on the notice dated February 7th 2022 of 1,693.29 informing the defendant his client had purchased the note from Gary and Jacqueline Looper which has not been legally proven, at which time the defendant had a verbal agreement to catch the note up in full in March with the Loopers. The letter being dated February 7th informing me if the purchase establishes the date of 1st contact, the check being dated March the 1st 2022 that establishes a time line in-between notice and compliance by the defendant. The check received by the plaintiff 23 days after the established 1st initial contact from the plaintiff's attorney informing the defendant that his client had bought the note and to contact his client to make arrangements to bring the note current at their earliest convenience. At which time upon receiving the check, the plaintiff mailed the check back via certified letter with a note that only stated all communication to be held through their attorney from this point forward, establishing end of contact with KCM & AHS, LLC. So they had no time to contact me several days, upon returning the check both the Plaintiff and his attorney went ghost, not even responding to a fellow attorney when contacted. The letter where they returned the check was also entered into evidence on the November 29, 2022 proceedings, along with omission from the plaintiff's attorney stating they received a check from the defendant, and when he asked his client why did he return it, at which time Mr. Norton testified under oath that it wasn't for the full amount, both gentlemen attempted to mislead the court, only after cross-examination by the defendant was it revealed by the Plaintiff that the defendant did in fact send a check for the full amount requested by the plaintiff in the 1st and only notice received by the defendant. Not only did the Plaintiff fail to proceed with mortgage intervention and or loss mitigation with the defendant, but Plaintiff's attorney never answered a call or a email from the attorney at Greenville Law services until 5 months after the 1st and only notice was sent to the defendant. Referring back to Exhibit B rule 407 of the supreme Court and professional conduct. (Rule 5) . It is at this time I feel since I have not been able to afford proper representation so far and obviously met with deceit, perjury, and an intent to do unfair Acts. That I not only should be granted my motion for this case to be dismissed, but before the plaintiff can file for any future proceedings and or litigations mitigation, ect. Should have to pay for dependents counsel which it is stated by the Supreme Court in exhibit A paragraph H that the court may do so as they see fit

Court may, in its discretion, impose such sanctions as it determines to be reasonable and just under the circumstances, including without limitation, the assessment of reasonable attorneys fees and costs against the culpable party. And I believe at this time I have more than proven the plaintiff to be a culpable party. I feel at this time with the evidence presented, showing, perjury, misleading statements, misconduct misrepresentation of facts and fraudulent acts towards the defendant and to the court, for personal gain. All of which is outlined in Supreme Courts Rules for Professional Conduct, (2.4 8.4) (Rule 4.1) Truthfulness, (Rule 1.4) Misrepresentation and section 16-9-10 perjury and subordination of perjury (A,1) and entered here today as Exhibit A,

B, C, D, E, it is not only the duty of this court to dismiss the case, but I feel the special referee Mr. O'Shields has a responsibility and a obligation to the judicial system and the leagel profession as it so stated in the Rules of Professional Conduct in every single paragraph. Their is not just one little indiscretion in this case that could be considered a mistake. It is repeated conduct from start to finish, and the parties at hand should be held accountable for noone is above the law.

Exhibit A

Supreme Court Seal South Carolina

Judicial Branch

2011-05-02-01

The Supreme Court of South Carolina

Mortgage Foreclosure Actions

ADMINISTRATIVE ORDER

On May 22, 2009, I issued an Administrative Order (Order No. 2009-05-22-01) applicable to mortgage foreclosure actions subject to the Home Affordable Modification Program (HMP) instituted by the United States Treasury Department (Treasury). The program applied to residential loans owned, securitized or guaranteed by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac).

Subsequently, Treasury issued, by directive, additional guidance to servicers for adoption and implementation of the HMP for residential mortgage loans that are not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. However, the HMP is only applicable to such loans if the lender or servicer has agreed to participate in the HMP. Not all lenders or servicers have so agreed.

Since imposition of my prior order, the number of foreclosure actions filed in this State have continued to increase. The trial courts having jurisdiction over such actions have reported to this Court difficulty in making final disposition of these actions as a result of failed or delayed loss mitigation efforts between lender-servicers and mortgagor-debtors. As a result, the number of unresolved foreclosure actions has increased, with a resulting burden on the resources of the Court before which the action is pending.

The courts have reported that these failures are the result of a breakdown of loss mitigation efforts that all parties find to be in their best interests, if possible. The trial courts report that such

breakdowns are largely the result of difficulty in communication between lender-servicers and debtors, and the fact that foreclosure actions are proceeding to conclusion without regard to ongoing loss mitigation efforts by the parties.

I further take judicial notice of the actions of courts in other jurisdictions describing a similar breakdown in the efforts of parties to foreclosure actions to reach a resolution of defaults in payment of mortgage loans.

Therefore, based on the foregoing, and in order to insure that eligible homeowners and lender-servicers have been afforded the benefits of loan modification or other loss mitigation where possible, and to insure that the procedures for handling issues relating to such efforts are handled uniformly throughout the State

For the purposes of this administrative order, the following definitions shall apply:

(1) Mortgagor shall include every owner, mortgagor, and debtor under the note and mortgage at issue.

(2) Mortgagee shall include the owner and holder of the note and mortgage, any party acting on behalf of the owner and holder of the note and mortgage for the purpose of receiving payments, dealing with the mortgagor, or administering the loan evidenced by the note and mortgage, and any party seeking foreclosure of the subject mortgage, or otherwise acting as the agent of the owner and holder of the note in connection with the loan or the foreclosure of the note and mortgage, except for the mortgagees attorney.

(3) Owner-Occupied dwelling is defined as mortgaged real property that is the principal residence of any mortgagor.

(4) Court shall include any judicial officer having jurisdiction over the foreclosure action, including any Circuit Court Judge, Master-In-Equity or Special Referee.

(5) Foreclosure intervention shall include any policy, process or procedure employed by a Mortgagee for the purpose of seeking a resolution of a foreclosure action by loan modification or other means of loss mitigation.

B. Procedure in Foreclosure Actions:

The terms and conditions of this order shall apply to all mortgage foreclosure proceedings concerning Owner-Occupied dwellings in this State.

(1) Actions pending on May 9, 2011.

In all mortgage foreclosure actions pending on May 9, 2011, before any merits hearing in the case, or if an order of foreclosure has been entered, before any foreclosure sale, the Mortgagee shall, through its attorney of record, file with the court and serve upon every Mortgagor a notice of the Mortgagors right to foreclosure intervention.

All proceedings in the foreclosure action shall be stayed until completion of such foreclosure intervention.

No foreclosure hearing or foreclosure sale may be held in the foreclosure action until the Mortgagees attorney certifies the following:

(a) that the Mortgagor has been served with a notice of the Mortgagors right to foreclosure intervention for the purpose of seeking a resolution of the foreclosure action by loan modification or other means of loss mitigation;

(b) that the Mortgagee, or its designated agent, has received and examined all documents and records required to be submitted by the Mortgagor to evaluate eligibility for foreclosure intervention;

(c) that the Mortgagor has been afforded a full and fair opportunity to submit any other information or data pertaining to the Mortgagors loan or personal circumstances for consideration by the Mortgagee;

(d) that after completion of the foreclosure intervention process, the Mortgagor does not qualify for loan modification or other means of loss mitigation, in accordance with any standards, rules or guidelines applicable to the mortgage loan, and the parties have been unable to reach any other agreement concerning the foreclosure process; and,

(e) that notice of the denial of loan modification or other means of loss mitigation has been served on the Mortgagor by mailing such notice to all known addresses of the Mortgagor; provided, that such notice shall also state that the Mortgagor has 30 days from the date of mailing of notice of denial of relief to file and serve an answer or other response to the Mortgagees summons and complaint.

If within thirty days after having been served with notice of the Mortgagors rights, the Mortgagor has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process, the Mortgagee, through its attorney, shall certify that fact to the Court, and

the foreclosure action may proceed.

(2) Actions filed after May 9, 2011.

In all mortgage foreclosure actions filed after May 9, 2011, the Mortgagees attorney shall serve on the Mortgagor, along with the summons and complaint, a notice of the Mortgagors right to foreclosure intervention.

No foreclosure hearing may be held in the foreclosure action until the Mortgagees attorney certifies that the Mortgagee has complied with the requirements of paragraphs B (1) (a) through (e) above.

If within thirty days after having been served with notice of the Mortgagors rights, the Mortgagor has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process, the Mortgagee, through its attorney, shall certify that fact to the Court, and the foreclosure action may proceed.

C. General Conditions.

Throughout the foreclosure intervention process and the foreclosure action, the Mortgagee shall communicate with and otherwise deal with the Mortgagor through the Mortgagees attorney, and the Mortgagor shall have the right to deal with the Mortgagee through the Mortgagees attorney. This includes, without limitation, submission of all required information, negotiations, and consummation of any loan modification or other loss mitigation agreement.

(D) If the Mortgagor is represented by an attorney, then the Mortgagee shall communicate with and otherwise deal with the Mortgagor through the Mortgagors attorney.

In the event that the Mortgagor and Mortgagee agree on any loan modification or other loss mitigation plan (Agreement), such Agreement shall be reduced to writing, executed by the Mortgagor and Mortgagee, and served on all parties in the case. Any pending case shall be stayed, and no hearing or foreclosure sale held for 90 days following the entry of any

(E) Agreement, unless the Mortgagor shall not comply with the terms of the Agreement.

Upon any failure by Mortgagor to comply with the terms of the Agreement before the expiration of 90 days from the date of the Agreement, the Mortgagee, through its attorney, shall file and serve on all parties a Notice of Breach of Agreement Upon filing and service of such notice, the foreclosure action may proceed in the ordinary course.

(F) If the Mortgagor shall be in compliance with the terms of the Agreement after 90 days, the Mortgagees attorney shall promptly file a notice of dismissal of the action without prejudice, and the case will be dismissed. Such notice of dismissal shall be served on all parties to the action.

(G) The Court having jurisdiction over the foreclosure action shall hear and determine any dispute concerning any party's compliance with this order, including without limitation, the failure of any party to act in good faith in complying with the terms of this order. In the event the Court determines that any party to the foreclosure action, or their acting agent, has failed to comply with the terms of this order, or has not attempted to reach an agreement for foreclosure intervention in good faith, the

(H) Court may, in its discretion, impose such sanctions as it determines to be reasonable and just under the circumstances, including without limitation, the assessment of reasonable attorneys fees and costs against the culpable party.

(I) The Court having jurisdiction over the action shall have the authority, and may in its discretion, order the parties to submit to mediation. In such event, the mediation shall proceed in accordance with the ADR Rules.

This order remains in effect unless amended or rescinded by the Chief Justice.

IT IS SO ORDERED.

s/Jean H. Toal
Jean H. Toal
Chief Justice of South Carolina
Columbia, South Carolina
May 2, 2011.

2. Exhibit B
Supreme Court Seal South Carolina
Judicial Branch
RULE 407
SOUTH CAROLINA RULES OF PROFESSIONAL CONDUCT

PREAMBLE: A LAWYER'S RESPONSIBILITIES

[1] A lawyer, being a member of the legal profession, is a representative of clients, an officer of the legal system and a public citizen having special responsibility for the quality of justice.

[2] As a representative of clients, a lawyer performs various functions. As advisor, a lawyer provides a client with an informed understanding of the client's legal rights and obligations and explains their practical implications. As advocate, a lawyer zealously asserts the client's position under the rules of the adversary system. As negotiator, a lawyer seeks a result advantageous to the client but consistent with requirements of honest dealings with others. As an evaluator, a lawyer acts by examining a client's legal affairs and reporting about them to the client or to others.

[3] In addition to these representational functions, a lawyer may serve as a third-party neutral, a nonrepresentational role helping the parties to resolve a dispute or other matter. Some of these Rules apply directly to lawyers who are or have served as third-party neutrals. See, e.g., Rules 1.12 and 2.4. In addition, there are Rules that apply to lawyers who are not active in the practice of law or to practicing lawyers even when they are acting in a nonprofessional capacity. For example, a lawyer who commits fraud in the conduct of a business is subject to discipline for engaging in conduct involving dishonesty, fraud, deceit or misrepresentation. See Rule 8.4.

[4] In all professional functions a lawyer should be competent, prompt and diligent. A lawyer should maintain communication with a client concerning the representation. A lawyer should keep in confidence information relating to representation of a client except so far as disclosure is required or permitted by the Rules of Professional Conduct or other law.

[5] A lawyer's conduct should conform to the requirements of the law, both in professional service to clients and in the lawyer's business and personal affairs. A lawyer should use the law's procedures only for legitimate purposes and not to harass or intimidate others. A lawyer should demonstrate respect for the legal system and for those who serve it, including judges, other lawyers and public officials. While it is a lawyer's duty, when necessary, to challenge the rectitude of official action, it is also a lawyer's duty to uphold legal process.

[6] As a public citizen, a lawyer should seek improvement of the law, access to the legal system, the administration of justice and the quality of service rendered by the legal profession. As a member of a learned profession, a lawyer should cultivate knowledge of the law beyond its use for clients, employ that knowledge in reform of the law and work to strengthen legal education. In addition, a lawyer should further the public's understanding of and confidence in the rule of

law and the justice system because legal institutions in a constitutional democracy depend on popular participation and support to maintain their authority. A lawyer should be mindful of deficiencies in the administration of justice and of the fact that the poor, and sometimes persons who are not poor, cannot afford adequate legal assistance. Therefore, all lawyers should devote professional time and resources and use civic influence to ensure equal access to our system of justice for all those who because of economic or social barriers cannot afford or secure adequate legal counsel. A lawyer should aid the legal profession in pursuing these objectives and should help the bar regulate itself in the public interest.

[7] Many of a lawyer's professional responsibilities are prescribed in the Rules of Professional Conduct, as well as substantive and procedural law. However, a lawyer is also guided by personal conscience and the approbation of professional peers. A lawyer should strive to attain the highest level of skill, to improve the law and the legal profession and to exemplify the legal profession's ideals of public service.

[8] A lawyer's responsibilities as a representative of clients, an officer of the legal system and a public citizen are usually harmonious. Thus, when an opposing party is well represented, a lawyer can be a zealous advocate on behalf of a client and at the same time assume that justice is being done. So also, a lawyer can be sure that preserving client confidences ordinarily serves the public interest because people are more likely to seek legal advice, and thereby heed their legal obligations, when they know their communications will be private.

[9] In the nature of law practice, however, conflicting responsibilities are encountered. Virtually all difficult ethical problems arise from conflict between a lawyer's responsibilities to clients, to the legal system and to the lawyer's own interest in remaining an ethical person while earning a satisfactory living. The Rules of Professional Conduct often prescribe terms for resolving such conflicts. Within the framework of these Rules, however, many difficult issues of professional discretion can arise. Such issues must be resolved through the exercise of sensitive professional and moral judgment guided by the basic principles underlying the Rules. These principles include the lawyer's obligation zealously to protect and pursue a client's legitimate interests, within the bounds of the law, while maintaining a professional, courteous and civil attitude toward all persons involved in the legal system.

[10] The legal profession is largely self-governing. Although other professions also have been granted powers of self-government, the legal profession is unique in this respect because of the close relationship between the profession and the processes of government and law enforcement. This connection is manifested in the fact that ultimate authority over the legal profession is

vested largely in the courts.

[11] To the extent that lawyers meet the obligations of their professional calling, the occasion for government regulation is obviated. Self-regulation also helps maintain the legal profession's independence from government domination. An independent legal profession is an important force in preserving government under law, for abuse of legal authority is more readily challenged by a profession whose members are not dependent on government for the right to practice.

[12] The legal profession's relative autonomy carries with it special responsibilities of self-government. The profession has a responsibility to assure that its regulations are conceived in the public interest and not in furtherance of parochial or self-interested concerns of the bar. Every lawyer is responsible for observance of the Rules of Professional Conduct. A lawyer should also aid in securing their observance by other lawyers. Neglect of these responsibilities compromises the independence of the profession and the public interest which it serves.

[13] Lawyers play a vital role in the preservation of society. The fulfillment of this role requires an understanding by lawyers of their relationship to our legal system. The Rules of Professional Conduct, when properly applied, serve to define that relationship.

3. Exhibit C

ABA Groups Center for Professional Responsibility Publications Model Rules of Professional Conduct Rule 4.1: Truthfulness in Statements to Others

Rule 4.1 Truthfulness In Statements To Others - Comment

Share:

Transactions With Persons Other Than Clients

Misrepresentation

[1] A lawyer is required to be truthful when dealing with others on a client's behalf, but generally has no affirmative duty to inform an opposing party of relevant facts. A misrepresentation can occur if the lawyer incorporates or affirms a statement of another person that the lawyer knows is false. Misrepresentations can also occur by partially true but misleading statements or omissions that are the equivalent of affirmative false statements. For dishonest conduct that does not amount to a false statement or for misrepresentations by a lawyer other than in the course of representing a client, see Rule 8.4.

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4. Exhibit D

Supreme Court Seal South Carolina
Judicial Branch

RULE 4.1: TRUTHFULNESS IN STATEMENTS TO OTHERS

In the course of representing a client a lawyer shall not knowingly:

(a) make a false statement of material fact or law to a third person; or

(b) fail to disclose a material fact when disclosure is necessary to avoid assisting a criminal or fraudulent act by a client, unless disclosure is prohibited by Rule 1.6.

Comment

Misrepresentation

[1] A lawyer is required to be truthful when dealing with others on a client's behalf, but generally has no affirmative duty to inform an opposing party of relevant facts. A misrepresentation can

occur if the lawyer incorporates or affirms a statement of another person that the lawyer knows is false. Misrepresentations can also occur by partially true but misleading statements or omissions that are the equivalent of affirmative false statements. For dishonest conduct that does not amount to a false statement or for misrepresentations by a lawyer other than in the course of representing a client, see Rule 8.4.

[2] A government lawyer involved with or supervising a law enforcement investigation or operation does not violate this rule as a result of the use, by law enforcement personnel or others, of false identifications, backgrounds and other information for purposes of the investigation or operation.

Statements of Fact

[3] This Rule refers to statements of fact. Whether a particular statement should be regarded as one of fact can depend on the circumstances. Under generally accepted conventions in negotiation, certain types of statements ordinarily are not taken as statements of material fact. Estimates of price or value placed on the subject of a transaction and a party's intentions as to an acceptable settlement of a claim are ordinarily in this category, and so is the existence of an undisclosed principal except where nondisclosure of the principal would constitute fraud. Lawyers should be mindful of their obligations under applicable law to avoid criminal and tortious misrepresentation.

Crime or Fraud by Client

[4] Under Rule 1.2(d), a lawyer is prohibited from counseling or assisting a client in conduct that the lawyer knows is criminal or fraudulent. Paragraph (b) states a specific application of the principle set forth in Rule 1.2(d) and addresses the situation where a client's crime or fraud takes the form of a lie or misrepresentation. Ordinarily, a lawyer can avoid assisting a client's crime or fraud by withdrawing from the representation. Sometimes it may be necessary for the lawyer to give notice of the fact of withdrawal and to disaffirm an opinion, document, affirmation or the like. In extreme cases, substantive law may require a lawyer to disclose information relating to the representation to avoid being deemed to have assisted the client's crime or fraud. If the lawyer can avoid assisting a client's crime or fraud only by disclosing this information, then under paragraph (b) the lawyer is required to do so unless the disclosure is prohibited by Rule 1.6.

EXHIBIT K

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

KCM & AHS, LLC,

Plaintiff,

vs.

Amber M. Walls,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2019-CP-39-00506

ORDER OF FORECLOSURE

Date of Hearing: November 29, 2022
Hearing Officer: Tyler B. O'Shields, Special Referee
Plaintiff Attorney: Daniel E. Hunt
Defendant Attorney: Pro se - PRESENT
Guardian ad litem: None

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred. Any appeal from any order or judgment issued by the master or special referee shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

Pursuant to the said Order of Reference, a hearing was held and was attended by counsel for Plaintiff, representatives of Plaintiff, and the Pro se Defendant. The testimony was taken, which is reported herewith. From the testimony and evidence, I find, conclude and order as follows:

FINDINGS OF FACT

1. This is an action for foreclosure for property located in Pickens County, South Carolina.
2. The real estate which is the subject of this action, and the parties are all located in Pickens County, South Carolina. Based on the Certification of Compliance filed herein, Plaintiff has complied with the requirements of South Carolina Supreme Court Administrative Order 2020-05-06-01 (as amended by Order 2020-05-12-01). The administrative Orders have now been dismissed.
3. The Lis Pendens was filed on April 26, 2022.
4. The Summons and Complaint were filed on April 27, 2022.

5. Service was made upon the Defendant named in this Report as is shown by the proof of service filed herein.

6. The Defendant filed responsive pleadings on May 25, 2022, as shown by the Answer filed herein.

7. All of the defendants herein and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

8. For value received, Amber M. Walls, executed and delivered a Note dated March 17, 2017, promising thereby to pay to the order of Gary Looper and Jacqueline Looper, the sum of Eighty Thousand and No/100 Dollars (\$80,000.00), together with interest pursuant to the terms of the Note and any extensions, amendments, or modifications thereto. Other terms and conditions are stated in the Note, which is of record herein, and was admitted into evidence without objection.

9. To better secure the payment of the Note described above, the said Amber M. Walls made, executed and delivered to Gary Looper and Jacqueline Looper, a mortgage in writing, dated March 17, 2017, covering real property in Pickens County, which is the same as that described in the Complaint. This mortgage was filed in the Office of the Register of Deeds for Pickens County March 17, 2017, in Book 5175 at Page 153. Said mortgage was admitted into evidence without objection.

10. This mortgage is a first mortgage lien on the subject property and is a Purchase Money Mortgage.

11. This mortgage was assigned to Plaintiff by instrument recorded January 21, 2022, in Book 6080 at Page 246.

12. The titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action is Amber M. Walls, and said Assignment of Mortgage was admitted into evidence without objection.

13. Payment due on the Note has not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of an attorney for collection.

14. Amber M. Walls testified, in part, of her recent personal difficulties, which include but are not limited to the unexpected sudden death of her fiancé, the theft of \$5,000.00 from her, and her vehicle breaking down. In the face of such difficulties, she has testified that she took steps to utilize the assistance of the SC Stay Plus Program; the Defendant admitted into evidence certain documentation of the SC Stay Plus Program, as well as certain statutes and certain correspondence she has received from various parties throughout this matter, all admitted without

objection. It is noted for the record that Ms. Walls did not bring such evidence with her to the hearing, but her request to deliver such evidence to the Special Referee within an hour of the conclusion of the hearing was granted without objection from the Plaintiff; the Plaintiff was provided with a copy of all such evidence submitted by Ms. Walls, without objection. All such evidence has been reviewed and carefully considered by the Special Referee. However, upon cross-examination by Plaintiff's counsel during the hearing she freely and voluntarily admits to her awareness of the aforesaid Note and Mortgage; she further freely admits that she is months behind on making the mortgage payments, and she freely admits that she has failed to pay the property taxes as well.

15. The amount due and owing on the Note, with interest as set forth in the Note, late fees, costs and expense of collection, including attorney's fees:

Principal due as of last payment-October 17, 2021,	\$ 59,164.63
Interest to date of hearing	\$ 1,883.41
Per diem-\$4.61 for 43 days	
Late Charges	\$ 359.97
Costs of Collection	
Including costs of this hearing and service-	\$ 670.00
Filing fees-	\$ 180.00
Cost of Insurance Placed on Property	
One policy placed- \$657.00 but refunded \$557.00	\$ 100.00
Second Policy placed in October-\$758.00	\$ 858.00
Per terms of Note and Mortgage	
Delinquent taxes paid- Delinquent tax sale 2020	\$ 1,578.15
Property taxes for 2021	\$ 583.05
Property Taxes for 2022- still due-	\$ 442.82
(Not included in total)	
Attorney fees	\$ 3,000.00
TOTAL DEBT secured by Note and Mortgage, including interest to date shown	\$ 68,820.03

Having considered the nature, extent and difficulty of the services rendered, the time involved in reviewing the various documents, performing the title search, preparing the pleadings, attending hearings and argument, the professional standing of counsel, the fee customarily charged for similar services, and the beneficial results obtained for Plaintiff, I find that the sum of

purchase price only upon compliance with the bid, but in case of non-compliance within 20 days, the deposit may be forfeited without further hearing and applied to the costs and Plaintiff's debt.

- B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 3%.
- C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.
- D. This Mortgage constitutes a first priority lien on the subject property and is a Purchase Money Mortgage.
- E. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.

5. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, disbursements and expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Special Referee only the amount of the costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.

6. The Special Referee will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, which Notice of Sale is incorporated herein by reference; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within 20 days after date of sale, then the Special Referee may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

7. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.

8. That the Special Referee will apply the proceeds of the sale as follows:

FIRST: To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

NEXT: To the payment of Plaintiff, or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus funds will be held pending further order of the Court.

9. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

10. **IT IS FURTHER ORDERED** that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of filing of the notice of pendency of the within action, and the name of the grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

11. **IT IS FURTHER ORDERED** that the Special Referee will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, Issuing a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 *et seq.*, South Carolina Code of Laws (1976), as amended.

12. Any sale pursuant to this order is **without** warranty of any kind. Neither Plaintiff nor Court warrant title to any third-party purchaser. All third-party purchasers are made parties to this action and are deemed to have notice of all matters disclosed by the public record, *including* the status of title. See Ex parte Keller, 185 S.C. 283, 194 S.E. 15 (1937); Wells Fargo Bank, NA v. Turner, 378 S.C. 147, 662 S.E.2d 424 (Ct. App. 2008).

13. The Special Referee shall direct the Register of Deeds to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after the Order Confirming Sale and Disbursements has been executed and filed. Plaintiff's Mortgage lien is described as follows:

That certain Mortgage given by Amber M. Walls to Mortgage Gary Looper and Jacqueline Looper dated March 17, 2017 and recorded in the Office of the Register of Deeds for Pickens County on March 17, 2017 in Book 5175 at Page 253.

14. The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel, or tract of land, situate, lying, and being located about 2 miles southeast of Dacusville, in the State of South Carolina, County of Pickens, being shown, known, and designated as containing **One and 74/100** of an acre according to Plat of Property of Frank L. Carr and Cathy Ann C. Carr, prepared by R. B. Bruce, dated October 20, 1978, recorded in **Plat Book 21, at page 661**, in the Office of the Register of Deeds, Pickens County, South Carolina. Also, see Plat by John R. Long, dated January 29, 1996, for Gary W. Looper and Jacqueline M. Looper, recorded in **Plat Book 215, at page 11** (sometimes referred to as **Plat Book 215, at page 11A**), also found in the Office of the Register of Deeds, Pickens County, South

Carolina, reference to which is hereby made for a more complete and accurate description thereof.

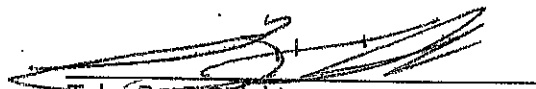
The above is that identical property conveyed to Amber M. Walls by Deed of Gary Looper and Jacqueline Looper by Deed dated March 17, 2017, and recorded March 17, 2017, in **Deed Book 1846, at page 350**, in the Office of the Register of Deeds, Pickens County, South Carolina.

Address of Property: 376 O'Shields Rd, Easley, South Carolina 29640

Pickens County, South Carolina Tax Map Identification Number: 5122-02-95-8038

15. The Defendant's Motion to Dismiss filed with the Clerk of Court on December 8, 2022, is hereby denied.

AND IT IS SO ORDERED:



Tyler B. O'Shields
Special Referee
Pickens County, South Carolina

February 1, 2023
Easley, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS
IN THE COURT OF COMMON PLEAS
KCM & AHS, LLC,
PLAINTIFF

FORM 4
JUDGMENT IN A CIVIL CASE
C/A NO: 2022-CP-39-00506

Amber M. Walls

DEFENDANT(S)

Submitted by: **Daniel E. Hunt**

Attorney for: Plaintiff; Defendant;
or Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

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

ACTION DISMISSED. (CHECK REASON) Rule 12(b), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit); Rule 43 (k), SCRCP (Settled); Other _____.

ACTION STRICKEN. (CHECK REASON) Rule 40(j), SCRCP; Bankruptcy; Binding Arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____

STAYED DUE TO BANKRUPTCY

DISPOSITION OF APPEAL TO THE CIRCUIT COURT (Check applicable box):

Affirmed; Reversed; Remanded; Other _____

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

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

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the

Clerk:

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or in any amount should be enrolled. If there is no judgment information, indicate 'N/A' in one of the boxes below.

Judgment in Favor of (List Name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To Be Enrolled (List amount(s) below)
KCM & AHS, LLC		
If applicable, describe the property, including tax map information and address referenced in the order:		

\$3,000.00 is a reasonable fee to allow under the terms of the Note and Mortgage as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the action.

Interest for the period from November 29, 2002, as shown above at the rate of 3% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 3% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

16. Plaintiff does not demand a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto Plaintiff, including costs and Attorney's fees.

17. It is noted that on December 8, 2022, subsequent to this hearing which took place on November 29, 2022, the Defendant filed with the Clerk of Court a Motion to Dismiss. Such a Motion is untimely filed with the Clerk of Court.

IT IS THEREFORE ORDERED:

1. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$68,820.03, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra*, and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 3%.

3. The Defendant(s) liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action. If such debt is paid in full, then the foreclosure sale shall be cancelled.

4. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Special Referee or his agent, under the direction of the Special Referee, at public auction, at the Pickens County Courthouse, Pickens, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:

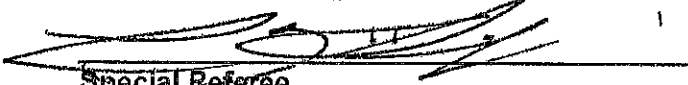
A. **FOR CASH:** The Special Referee will require a deposit of 5% on the amount of the bid (in cash or equivalent), same to be applied on the

All that certain piece, parcel, or tract of land, situate, lying, and being located about 2 miles southeast of Dacusville, in the State of South Carolina, County of Pickens, being shown, known, and designated as containing **One and 74/100** of an acre according to Plat of Property of Frank L. Carr and Cathy Ann C. Carr, prepared by R. B. Bruce, dated October 20, 1978, recorded in **Plat Book 21, at page 661**, in the Office of the Register of Deeds, Pickens County, South Carolina. Also, see Plat by John R. Long, dated January 29, 1996, for Gary W. Looper and Jacqueline M. Looper, recorded in **Plat Book 215, at page 11** (sometimes referred to as **Plat Book 215, at page 11A**), also found in the Office of the Register of Deeds, Pickens County, South Carolina, reference to which is hereby made for a more complete and accurate description thereof.

Address of Property: 376 O'Shields Rd, Easley, South Carolina 29640

Pickens County, South Carolina Tax Map Identification Number: 5122-02-95-8038

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**


Special Referee

SCRCP Form 4C (2/2017)

Judge Code

02/01/2023

Date

Page 1 of 2

For Clerk of Court Office Use Only

This judgment was entered on the 21 day of Feb., 2022
and ~~a copy mailed first class or placed in the appropriate attorney's box on this~~ day
of , 2022 to attorneys of record or to parties (when appearing pro
se) as follows:

E-FILED by Clerk

Daniel E. Hunt
502 North A. Street
Easley, SC 29640
Attorney(s) for Plaintiffs

Amber M. Walls
376 O'Shields Road
Easley, SC 29640
Pro Se Defendant

SCRCP Form 4C (2/2017)

Harold F. Walborn Jr
CLERK OF COURT *MB*

Court Reporter:

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED
ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a
decision rendered.

SCRCP Form 4C (02/2017)

EXHIBIT L

dh
Law Office of
Daniel E. Hunt

Prothonotary
EEO MARY A. STAFF
EASLEY, SOUTH CAROLINA 29640

DANIEL E. HUNT
EASLEY, SOUTH CAROLINA

Prothonotary
EEO MARY A. STAFF
EASLEY, SOUTH CAROLINA 29640

TELEPHONE (803) 696-7111
FAX (803) 696-7111

February 7, 2012

Ms. Annem M. Walls
376 Oshields Rd
Easley, South Carolina 29640

In Re: Mortgage Debt to Gary and Jacqueline Looper, Now owned by
KCM & AHS, LLC, 2612, Earl's Bridge Rd, Easley, SC 29640

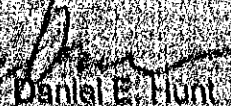
Dear Ms. Walls,

Please be advised that this office represents the above named KCM & AHS, LLC
2612, Earl's Bridge Rd, Easley, SC 29640 with respect to the debt you owe on your
Mortgage on your home at 376 Oshields Rd, in Easley.

According to our calculations there is currently due the sum One Thousand Six
Hundred Ninety-six and 28/100 (\$1,696.28) Dollars. Please make the arrangements to
pay this amount at your earliest convenience. If you fail to do so, I am sure my clients will
institute foreclosure proceedings.

Thank you for your attention to this matter.

Very truly yours,


Daniel E. Hunt

Enclosure
DEH/TC

NOTICE IF REQUIRED BY THE
FAIR DEBT COLLECTION
PRACTICES ACT (THE ACT)
15 U.S.C. SECTION 1601 AS AMENDED

1. The amount of the debt is as set forth in the foregoing letter. The signed Promissory Note has a current balance due of Fifty-Nine Thousand One Hundred Sixty-four and 83/100 (\$59,164.63) Dollars with no payments made since October 2021. You are delinquent with Four (4) payments per month at Four Hundred Three and 92/100 (\$403.92) per month plus interest since October 2021 in the amount of One Thousand Six Hundred Fifteen and 68/100 (\$1,615.68) Dollars with an additional amount of interest per the terms of the note in the amount of Eighty and 80/100 (\$80.80) Dollars for a total in late payments in the amount of One Thousand Six Hundred Ninety-six and 28/100 (\$1,696.28) Dollars.
2. The Creditor is KCM & AHS, LLC, 2612, Earl's Bridge Rd, Easley, SC 29640 having purchased your Note and Mortgage from Gary and Jacqueline Cooper.
3. The debt described in the Letter attached hereto will be assumed to be valid by the Creditor's law firm unless you, the debtor, within thirty (30) days after the receipt of this notice, dispute, in writing, the validity of the debt or some portion thereon.
If you, the debtor, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to you, the debtor, by the Creditor's law firm.
4. Written requests should be mailed to:
Law Offices of Daniel E. Hunt, P.A.
502 North A Street (Zip 29640)
Post Office Box 887
Easley, South Carolina 29641-0887
Phone: (864) 859-7127
Fax: (864) 859-2434
5. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.
6. This notice is an attempt to collect a debt and information obtained will be used for that purpose.



Physical Address:
502 NORTH A STREET
EASLEY, SOUTH CAROLINA 29640

DANIEL E. HUNT
SHAUN D. MALONE

Mailing Address:
POST OFFICE BOX 887
EASLEY, SOUTH CAROLINA 29641-0887

TELEPHONE (864) 859-7127
FACSIMILE (864) 859-2434

August 16, 2022

VIA EMAIL: markfessler@sclegal.org
Mr. Mark Fessler, Esq.
SC Legal Services
701 S. Main Street
Greenville, SC 29601

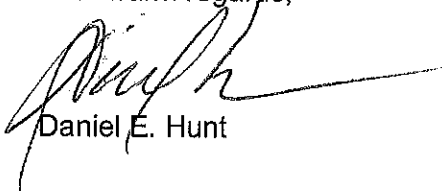
Re: KCM & AHS, LLC vs. Amber M. Walls
Case No.: 2022CP3900506

Dear Mr. Fessler:

This is to advise that our office has finally had an opportunity to discuss the possibility for a reinstatement with our client and they are not interested in pursuing that avenue at this time. The only option that they are willing to entertain is for Ms. Knight (f/k/a Walls) to re-finance this mortgage with a bank or mortgage company and pay-off their mortgage in full. Therefore, I have attached a spreadsheet showing the total due, including attorney fees and costs, is **\$66,789.86**. Therefore, please discuss this with your client and let me know what she wishes to do. If we do not hear from you within 10 days, we will be proceeding with the foreclosure action in connection with this matter.

If you have any questions or comments, please do not hesitate to contact our office.

With warm regards,



Daniel E. Hunt

DEH/tlt

Attachment

Payoff as to Mortgage between KCM & AHS, LLC and Amber Walls aka Amber Knight

1	Principal Amount as of 10/17/21	\$ 59,164.63
2	Interest (3%) from 10/17/21 to 7/22/22	\$ 1,333.03
3	Taxes paid to and interest of Delinquent tax sale for 2020	\$ 1,578.15
4	2021 Property Taxes	\$ 543.08
5	Late Fees	\$ 305.35
6	Property insurance	\$ 657.00
7	Attorney fees and costs relating to Foreclosure Action	\$ 3,208.62
	Total Due for Payoff	\$ 66,789.86

RECEIVED

May 30 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM PICKENS COUNTY
Court of Common Pleas
The Honorable Tyler B. O'Shields
Special Referee

Appellate Case No. 2023-000745
Lower Court Case No. 2022-CP-39-00506

KCM & AHS, LLC,..... Respondent,

v.

Amber Walls,..... Appellant.

PROOF OF SERVICE

By my signature below, I certify that on May 30, 2023, I served a copy of Respondent's
Return in Opposition to Appellant's Motion to Stay on the following parties of record via
Electronic Mail and by First Class US Mail, postage pre-paid on the following parties of record:

For the Appellant:

VIA ELECTRONIC MAIL

Jenny Abott Kitchens
SC Court of Appeals
1120 Senate St.
Columbia, SC 29210
EM: ctappfulings@sccourts.org

VIA US REGULAR MAIL /

ELECTRONIC MAIL

Amber M. Walls
376 O'Shields Rd.
Easley, SC 29640
EM: awall1369@gmail.com

May 30, 2023
Pickens, South Carolina

s/ Sharon J. Lindley
Paralegal to Daniel E. Hunt
502 E. North A. Street, 29640
Post Office Box 887
Easley, South Carolina 29641
Telephone: (864) 859-7127
Email: Paralegat@danhuntlaw.com