

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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JUL 03 2023

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

SC Court of Appeals

Joseph M. Strickland, Master-in-Equity

Case No. 2018-CP-40-04044

Wells Fargo Bank, National Association, not in its individual banking capacity,
but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-
HE1.....Respondent,

vs.

James E. Turner, a/k/a James Turner, Sr.....Appellant

EX PARTE

EXIGENT CIRCUMSTANCES

PETITION FOR WRIT OF SUPERSEDEAS

NOW COMES APPELLANT, James E. Turner, Sr., by and through the undersigned attorney, under emergency time constraints, pursuant to *Rules 241(c), 241(d)(6), SCACR*, Petitioning this honorable court for an *ex parte* Writ of Supersedeas to stay the enforcement of Judgment of Foreclosure of Sale that was entered by the Honorable Joseph M. Strickland on June 15, 2023.

As required by Rule 241(d)(4), SCACR, Appellant provides the Court the following information:

A. PROCEDURAL HISTORY AND FACTUAL BACKGROUND:

This case involves the foreclosure on Appellant's daycare business and his primary residence [hereinafter referred to as the "Property"]. The matter was tried before Honorable Joseph M. Strickland on May 11, 2023. It was highly contested by the Appellant/Defendant. Judge Strickland entered the Order of Foreclosure and Sale on June 15, 2023 [hereinafter referred to as the "Foreclosure Order"]. *See, Enclosure 3 to this Petition.* The Proposed Order of Foreclosure and Sale, as submitted by the Plaintiff, sought to sell the Appellant's property during the first week of August 2023. However, it was discovered, at the close of business on Thursday (yesterday), June 29, 2023, that the Property is now included on the Master's Sale Roster for Monday, July 03, 2023, and it is scheduled to be sold on Monday, even though it has never been advertised in the newspaper for judicial sale as required by law. *See, Enclosure 4 to this Petition.* Appellant Defendant has absolutely no time and the lack of notice of the sale precluded the Appellant from posting a statutory undertaking to stay the sale. For this reason, the Appellant is requesting an *ex parte* Writ of Supersedeas to stop the illegal sale of his Property. To that end, the Appellant further shows the Court the following:

Plaintiff commenced this foreclosure action by the filing of a Summons and Complaint on July 31, 2018. *See, Enclosure 1 to this Petition.* Plaintiff's

complaint alleged four causes of actions. The First Cause of Action sought to quiet title on the two parcels of land that were the subject of this foreclosure action. The Second Cause of Action sought to foreclose on a parcel of land in which a mortgage was originated by Emergent Mortgage Corporation. Of importance, Emergent Mortgage Corporation subsequently became Homegold, Inc. Although Emergent Mortgage Corporation ["Emergent"] had become Homegold, Inc. ["Homegold"] and ceased to exist, Plaintiff named Emergent as a defendant, but Plaintiff did not name Homegold as a Defendant.

Plaintiff named numerous defendants, including the typical unknown defendants in a foreclosure action. The Appellant filed an answer in the matter on August 24, 2018, and other defendants also filed answers in this case.

The parties conducted discovery, and on June 10, 2021, the Plaintiff filed a Motion for Summary Judgment. In response to the Motion for Summary Judgment, Defendant James Turner filed over 400 pages of discovery documents in response, and the Motion for Summary Judgment was defeated.

Critically important to the resolution of this Petition, Appellant submits that the following facts are undisputable:

(a) That the Foreclosure Order does not contain a provision for the necessary legal advertisement.

(b) That the Foreclosure Order does not state the time and location of the sale.

(c) That the proposed sale of the Property has not being advertised in a local paper for three consecutive weeks (three weeks have not transpired since the order was

issued on June 15, 2023).

- (d) That the Mortgage ("Mortgage 1") involving Appellant's Daycare was originated by Emergent Mortgage Corporation in October 1996. Thereafter, on October 05, 2007, Emergent marked the mortgage as satisfied and paid in full. *See Enclosure 7(c), Trial Exhibit Plaintiff Exhibit 5.* Appellant consistently testified that he had paid this mortgage. *See Enclosure 7(a) and (b), Trial Exhibits 1 and 3.* Appellant did not produce any witness nor testimony from Emergent or former employees of Emergent to dispute this fact. Despite this lack of evidence from Respondent, the trial judge granted Respondent's cause of action to rescind the mortgage satisfaction filed by Emergent. The trial judge allowed the Respondent to rescind the satisfaction of Mortgage 1 without a single piece of evidence from any Emergent officials to establish that the mortgage was satisfied by error.

B. GROUNDS FOR THE PETITION:

Appellant asserts the following grounds for the petition:

1. The Foreclosure Order is deficient as a matter of law and cannot legally support the sale of Appellants property on July 03, 2023.

Legal Argument:

At a minimum, the trial court's Foreclosure Order shall contain: (1) a sufficient legal description of the property being sold; (2) a provision for the necessary legal advertisement; (3) the time and location of the sale; (4) notice of any senior liens, taxes, or other rights to which the property to be sold is subject; (5) the amount of good faith deposit necessary at the time of the sale; and (6) the date that compliance must be made

with the bid. *Rule 71(b), SCRCP; see also S.C. Code Ann. § 15-39-660 (1977)* (reciting substantially similar requirements that must be advertised); *Farr v. Sims, 9 S.C. Eq. (Rich. Cas.) 122 (1832)* (noting minimum requirements for notice to the public for a judicial sale); *47 Am. Jur. 2d Judicial Sales § 74 (1995)* ("A notice of sale should give the title of the cause, describe the property to be sold, and state the date, hour, place, and terms of the sale.

In the case before this Court, Judge Strickland order does not contain Items 2 and 3 as required by the authorities cited above. Therefore, Judge Strickland's order is deficient as a matter of law, and to allow Appellant's Property to be sold under such deficient judicial pronounce is a violation of his constitutional rights to procedural and substantive due process as protect by our federal and state constitutions.

2. The Property has not been advertised for sale as statutorily required by the laws of this state.

Legal Argument:

"Property adjudged to be sold must be sold in the county in which it lies, except as otherwise provided in this article, and in the manner herein provided by [Title 15, Article 39]." *S.C. Code § 630*. Before a judicial sale of land can occur legally in this state, the sale must be advertised publicly "three weeks immediately previous to the sale day." *See, S.C. Code § 650*. The Property in this case has not been advertised for sale. As a matter of fact, the Foreclosure Order was just issued on June 15, 2023. There is no way it has been advertised for three weeks because three weeks have not passed since the judgment was rendered. The Public Index does not contain a Notice of Sale. Therefore,

Judge Strickland is legally prohibited from selling Appellant's Property on July 03, 2023, and this Court should issue a Writ of Supersedeas to stay the Foreclosure Order and sale in order to until such time the Master-in-Equity adhere to all statutory requirements as provided by Title 15, Chapter 39, and its statutory provision.

3. The Writ should be granted to allow Appellant to file the appropriate undertaking to stay the enforcement of the Foreclosure Order pending appeal.

Legal Argument:

It is an elementary rule of law that filing a Notice of Appeal does not automatically stay a Foreclosure Order. *See, e.g., Rule 241(b)(4), SCACR.* However, an appellant has several means under the applicable statutory provisions to stay a foreclosure order by filing an undertaking with the trial court. *See, S.C. Code § 18-9-170* [allows a stay of a foreclosure judgment with a written undertaking with two sureties]; *S.C. Code § 18-9-130* [Allows an undertaking with the commitment "to produce the property levied on and submit to the sale if the judgment is confirmed"]. The sudden appearance of the Property on the Master's Sale List for July 3, 2023, deprived the Appellant of the time to file an undertaking with the trial court as envisioned by the statutory provisions cited above. Moreover, under *S.C. Code § 18-9-190*, the trial Court, and this Court, has the authority to dispense with or limit the security required to undertake the appeal of the Foreclosure Order. The Writ of Supersedeas should be granted to give the Appellant the time to file the necessary undertaking or the necessary time to petition the trial court for an order dispensing with the security requirement.

4. The Writ of Supersedeas should be granted because the Plaintiff has not filed the required statutory undertaking.

Legal Argument:

Once a Defendant files an appeal, it does not stay the execution of the judgment unless the presiding judge before whom it was obtained grants a stay. See, *S.C. Code § 18-9-130(A)(1)*. However, a Plaintiff “may not enforce a sale of property after a notice of appeal is filed without giving an undertaking or bond to the defendant, with two good sureties, in double the appraised value of the property or double the amount of the judgment, conditioned to pay all damages the defendant may sustain by reason of the sale in case the judgment is reversed.” See, *S.C. Code § 18-9-130(A)(2)*. In this case before the Court, the Plaintiff has not provided the undertaking as mandated by See, *S.C. Code § 18-9-130(A)(2)*. Therefore, the Writ of Supersedeas should be granted to unless the Plaintiff files an undertaking to move forward with the sale, or the Defendant files an undertaking to stay the sale.

C. APPLICATION FOR STAY AT THE LOWER COURT:

Defendant did not petition the lower court because the exigent, extraordinary circumstances made it impracticable to make such an application. The undersigned counsel, as an officer of the Court, certifies to this Court that it was discovered that the Property was on the sales roster for July 3, 2023, on June 29, 2023—after the normal business hours. There was absolutely no time to file for

this extraordinary relief in the trial court. The trial court is being served a copy of Petition, and hopefully, on its own motion, it will withdraw the sale. However, the risk of the sale going forward on July 3, 2023 dictates that the Appellant's interest be protected by the filing of this Petition without petitioning the trial court for relief.

D. EXIGENT CIRCUMSTANCE:

The sudden and surprised way in which the Property appeared on the sale roster for July 3, 2023, creates an exigent circumstance. Moreover, the failure to advertise the sale of the Property as required by the statute further creates an exigent circumstance. By verifying the Petition, Appellant, James E. Turner, Sr., swears under oath that he will suffer immediate and irreparable injury or damages will result if this Writ of Supersedeas is not granted. Adding the Property to the sale roster for July 3, 2023, without advertising the Property for sale as required by law and failing to give the Appellant notice of the sale makes it impossible for the Appellant to fall the statutory scheme in filing the undertaking to stop the sale by Monday, July 3, 2023.

E. CERTIFICATION BY COUNSEL:

I, Glenn Walters, Sr., as the petitioning party's attorney and as an officer of the court, certify that I have made the following efforts to give notice of this Petition to the Respondent:

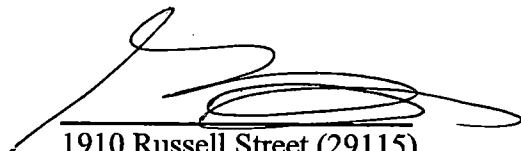
- a. Immediately upon discovering that the matter was on the sale roster for July 3, 2023, I called the opposing counsel's cell phone (because it was after hours) and left a message for him to contact.
- b. Before filing this Petition, I emailed the Respondent a copy of the Petition (unedited copy) with notice that I was petitioning the Court for an *ex parte* order and with a request that he consent to the relief due to the flagrant violation of the governing statutes.

WHEREFORE, the Appellant seeks the following relief:

- a. An immediate *ex parte* order preventing his Property from being sold on July 3, 2023, and for a stay of the proceedings on terms that are just and proper.
- b. For an *ex parte* Writ of Supersedeas to stay the enforcement of Judgment of Foreclosure of Sale that was entered by the Honorable Joseph M. Strickland on June 15, 2023.
- c. Alternatively, for an order requiring the Plaintiff to file the required undertaking before it can sell the Property in question.

June 30, 2023

At Orangeburg, SC



1910 Russell Street (29115)
Post Office Box 1346
Orangeburg, SC 29116
Ph: 803 531-8844
Fax: 803 531-3628
glennwalterspa@gmail.com

Attorney for Appellant

THE STATE OF SOUTH CAROLINA
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APPEAL FROM RICHLAND COUNTY
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Joseph M. Strickland, Master-in-Equity

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HE1.....Respondent,

vs.

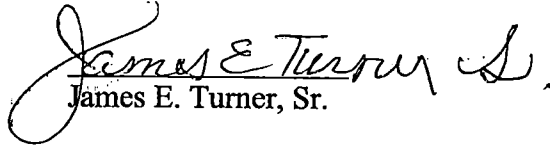
James E. Turner, a/k/a James Turner, Sr.....Appellant

VERIFICATION BY APPELLANT

I, James E. Turner, Sr., verify that I am the named Appellant in the above-captioned action. I certify and verify that I have read the foregoing Petition of Writ of Supersedeas or had the same read to me, and that the facts as discussed in the Petition are true to the best of my knowledge information or belief. I made this verify based on my own personal knowledge, and I make no attempt to verify the law as stated in the Petition.

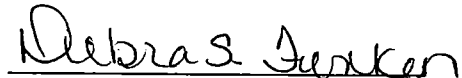
[Only the signatures of the Affiant and Notary are contained on this page, along

with the list of Enclosures to this Petition].

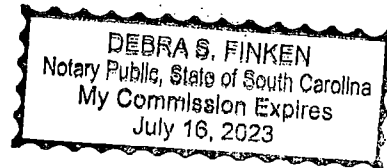

James E. Turner, Sr.

Sworn and subscribed before me,

This the 30 day of June, 2023


Notary Public of South Carolina

My Commission Expires: 7/16/23



(Notary Seal)

ENCLOSURES TO THE PETITION:

- 1- Summons and Complaint
- 2- Answer of James E. Turner, Sr.
- 3- The Foreclosure Order by the Master in Equity
- 4- Sale Roster for July 3, 2023
- 5- Omitted
- 6- Record of Hearing
- 7- Three of Several Trial Exhibits

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Case No. 2018-CP-40-04044

Wells Fargo Bank, National Association, not in its individual banking capacity,
but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-
HE1.....Respondent,

vs.

James E. Turner, a/k/a James Turner, Sr.....Appellant

PROOF OF SERVICE

I, Glenn Walters, Sr., certify that I have served the Petition for Writ of Supersedeas on Respondent Wells Fargo Bank, National Association, and Judge Strickland, by depositing a copy of it in the United States Mail, postage prepaid, June 30, 2023, addressed to its attorneys of record as follows: **Lindsay B. Crawford, III, Esquire, PO Box 4216, Columbia SC 29240 and The Honorable Judge Joseph M. Strickland Richland County Judicial Center, 1701 Main Street, Room 212, Columbia, SC 29201**

I also served the following Defendants, whether they appeared in the action or not:

William E. Bird, Esquire
Bird And Smith PA
1712 St Julian Pl., Ste. 102
Columbia SC 29204

For: Willie Henry, Willie Sr
& Estate of Willie Henry, Sr.

George John Conits, Esquire For: IRS
US Attorney's Office
55 Beattie Place, Suite 700
Greenville SC 29601

Ukeba Henry
1039 Thessallian Lan
Indian Trail, NC 28079

Kelley Y. Woody, Esquire
P.O. Box 6432
Columbia, SC 29260

E.B. "Trey" McLeod, III, Esquire
SC Dept. of Employment and Workforce
P.O. Box 8597
Columbia, SC 29202

ADT Security Services, Inc.
c/o CT Corporation System, as registered agent
2 Office Park Court, Suite 103
Columbia, SC 29223

South Carolina Department of Social Services
Office of General Counsel
300-A Outlet Pointe Blvd.
Columbia, SC 29210

Cynthia McGriff
528 Koon Store Road
Columbia, SC 29203

Kenyon Henry
3113 Scottcrest Way
Waxhaw, NC 28173-7476

Akeem Henry
Inmate #324823
Marion Unit-B Wing
Cell #260
Broad River Correctional Facility
4460 Broad River Road
Columbia, SC 29212

Estate of Mrs. Mary Louise Turner
3650 US Highway 321
Winnsboro, SC 29180

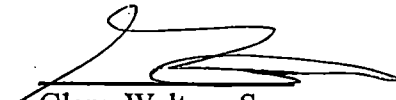
Emergent Mortgage Corporation
55 Beattie Place
Greenville, SC 29607

Wells Fargo Bank, National Association fka
Wachovia Bank National Assoc.
Corporation Service Company, as registered agent
1703 Laurel Street
Columbia, SC 29201

Lisa Washington
148 Brewers Oak Lane
West Columbia, SC 29169

At Orangeburg, SC

June 30, 2023



Glenn Walters, Sr.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Case No. 2018-CP-40-04044

Wells Fargo Bank, National Association, not in its individual banking capacity,
but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-
HE1.....Respondent,

vs.

James E. Turner, a/k/a James Turner, Sr.....Appellant

Petition for Writ of Supersedeas

**Enclosure 1:
Summons and Complaint, 22 pages**

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE NO.:

Wells Fargo Bank, Nation Association,
not in its individual or banking capacity,
but solely as Trustee on behalf of Green
Tree Mortgage Trust 2005-HE1

SUMMONS
Non-Jury

Plaintiff,

-vs-

James E. Turner a/k/a James Turner, Sr.,
Cynthia McGriff, Cynthia Lakeitha Turner,
Mary Louise Turner, Willie Henry,
Emergent Mortgage Corporation, Wells
Fargo Bank, National Association fka
Wachovia Bank National Association, Lisa
Washington, Willie Henry, Sr., South
Carolina Department of Employment and
Workforce, ADT Security Services, Inc.,
South Carolina Department of Social
Services, South Carolina Department of
Revenue, and United States of America
acting by and through its agency the Internal
Revenue Service,

Defendant(s).

TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action,
a copy of which is herewith served upon you, and to serve a copy of your Answer on the subscribers at
their offices, Crawford & von Keller, LLC., PO Box 4216, Columbia, SC 29240, within thirty (30) days
after service hereof, exclusive of the day of such service; except that the United States of America, if
named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service;
and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for
a judgment by default granting the relief demanded in the Complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S)
UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S)

RESIDE(S), AND/OR TO PERSON UNDER SOME LEGAL DISABILITY, INCOMPETENTS
AND PERSONS CONFINED AND ACTIVE MILITARY MEMBERS

YOUR ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment
of a Guardian *ad Litem* within thirty (30) days after 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/Sara C. Hutchins
B. Lindsay Crawford, III (SC Bar# 6510)
Theodore von Keller (SC Bar# 5718)
Sara C. Hutchins (SC Bar# 72879)
B. Lindsay Crawford, IV (SC Bar# 101707)
Crawford & von Keller, LLC,
PO Box 4216
Columbia, SC 29240
Phone: 803-790-2626

Attorneys for Plaintiff

Columbia, South Carolina

July 24, 2018

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CASE NO.

Wells Fargo Bank, Nation Association, not
in its individual or banking capacity, but
solely as Trustee on behalf of Green Tree
Mortgage Trust 2005-HE1

COMPLAINT
Non-Jury

Plaintiff,

-vs-

James E. Turner a/k/a James Turner, Sr.,
Cynthia McGriff, Cynthia Lakeitha Turner,
Mary Louise Turner, Willie Henry, Emergent
Mortgage Corporation, Wells Fargo Bank,
National Association fka Wachovia Bank
National Association, Lisa Washington, Willie
Henry, Sr., South Carolina Department of
Employment and Workforce, ADT Security
Services, Inc., South Carolina Department of
Social Services, South Carolina Department of
Revenue, and United States of America acting
by and through its agency the Internal Revenue
Service

Defendant(s).

The Plaintiff, complaining of the Defendants above-named, would respectfully show unto
this Honorable Court:

1. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity
doing business in the State of South Carolina.
2. That the Plaintiff is the owner and holder of the promissory note and mortgage,
hereinafter described, which are the subjects of this action.
3. The Plaintiff, in compliance with The Supreme Court of South Carolina *Administrative
Order Re: Mortgage Foreclosure and the Home Affordable Modification Program ("HMP")*,
2009-05-22-01, filed May 29, 2009, asserts that the loan subject to this action is not securitized

or guaranteed by Fannie Mae or Freddie Mac, nor is the Plaintiff a servicer who has signed an agreement to participate in the HMP.

4. That the real property hereinafter described, which is the subject of this action, is situated and located in Richland County, South Carolina.

5. That some interest in or lien upon such real property is held or may be claimed by the Defendants herein.

FOR A FIRST CAUSE OF ACTION

6. That on or about July 12, 1996, real property identified as Richland County tax map number 12100-03-05 containing 1.0 acres was sold by the Honorable Joseph F. Anderson, Jr., United States District Judge. Defendant, James Turner, was the high bidder at said sale. (Real property identified as Richland Count tax map number 12100-03-05 is hereinafter referred to as "05 PARCEL")

7. That by deed dated July 24, 1996 and recorded October 7, 1996 in the Office of the Register of Deeds for Richland County in Book 1342 at Page 585 (hereinafter referred to as "ORIGINAL MARSHALL'S DEED"), The U.S. Marshall for the District of South Carolina did convey the 05 PARCEL unto Cynthia Lakeita Turner.

8. That by Amended Deed dated August 21, 1996 and recorded October 8, 1996 in the Office of the Register of Deeds for Richland County in Book 1342 at Page 610 (hereinafter referred to as "AMENDED MARSHALL'S DEED"), The U.S. Marshall for the District of South Carolina did covey the 05 PARCEL unto Defendant James Turner.

9. That, upon information and belief, the ORIGINAL MARSHALL'S DEED was recorded in error, and Defendant Cynthia Lakeita Turner has no right, title, or interest in the 05 PARCEL.

10. That upon information and belief, Plaintiff is entitled to an order of this court confirming Cynthia Lakeita Turner has no interest in the subject property, and further confirming the AMENDED MARSHALL'S DEED.
11. That by deed dated September 04, 2001, and recorded September 04, 2001 in the Office of the Register of Deeds for Richland County in Book 561 at Page 2948, Frazella D. Delaney conveyed real property identified as Richland County tax map number 12100-03-09 and further described as being a 1.0 acre tract known as Parcel B unto Defendant James Turner. (Real property identified as Richland County tax map number 12100-03-09 is hereinafter referred to as "PARCEL B")
12. That by deed dated December 2, 2002 and recorded April 14, 2003, in the Office of the Register of Deeds for Richland County in Book 781 at Page 1219 Defendant James Turner conveyed two one acre tracts identified only as being the 05 PARCEL unto to Mary Louise Turner.
13. That upon information and belief, the deed referenced in paragraph 11 above (hereinafter referred to as the "MARY LOUISE TURNER DEED") should have described the property being conveyed as being both the 05 PARCEL and PARCEL B.
14. That subsequently, Mary Louise Turner conveyed the 05 PARCEL and PARCEL B unto Cynthia McGriff and Willie Henry. Said deed being dated November 30, 2006 and recorded December 1, 2006 in the Office of the Register of Deeds for Richland County in Book 1257 at Page 2396.
15. That, upon information and belief, based upon Mary Louise Turner's subsequent conveyance of both the 05 PARCEL and PARCEL B, Plaintiff is entitled to an order reforming

the MARY LOUISE TURNER DEED to properly described the conveyed property as being both the 05 PARCEL and PARCEL B.

16. That by deed dated March 29, 2007, and recorded April 05, 2007, in the Office of the Register of Deeds for Richland County in Book 1300 at Page 1, Defendant James Turner conveyed the 05 PARCEL unto Willie Henry. (hereinafter referred to as the WILLIE HENRY DEED).

17. That, upon information and belief, the WILLIE HENRY DEED did not accomplish transfer of the 05 PARCEL as the 05 PARCEL was previously conveyed unto Mary Louis Turner (see MARY LOUISE TURNER DEED). Therefore, Plaintiff is entitled to an order of this court confirming that the WILLIE HENRY DEED referenced above did not convey title to the 05 PARCEL.

18. That by deed dated August 24, 2007, Willie Henry conveyed his one-half (1/2) interest in the 05 PARCEL unto Charlene Manning. Said deed being recorded September 06, 2007 in the Office of the Register of Deeds for Richland County in Book 1355 at Page 860.

19. That by deed dated June 18, 2012, Charlene Manning conveyed her one-half (1/2) interest in the 05 PARCEL unto Cynthia McGriff. Said deed being recorded June 18, 2012, in the Office of the Register of Deeds for Richland County in Book 1772 at Page 2643.

20. That, based on the above series of transactions, Cynthia McGriff is the current owner in fee simple of the 05 PARCEL.

21. That upon information and belief, Plaintiff is entitled to an order quieting title to the 05 PARCEL in the name of Cynthia McGriff.

FOR A SECOND CAUSE OF ACTION
(Mortgage Foreclosure as to Mortgage 1)

22. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

23. That on or about November 6, 1996, for value received, James E. Turner executed and delivered to Emergent Mortgage Corp. a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to Emergent Mortgage Corp. the sum of \$121,500.00, together with interest thereon at the yearly rate of 11.49% per annum. Said note is hereinafter referred to as "Note 1"

24. That in order to better secure the payment of Note 1 and debt, in accordance with the terms and conditions thereof, the said James E. Turner executed and delivered on November 6, 1996 a mortgage (hereinafter referred to as "Mortgage 1", of real estate to Emergent Mortgage Corp., its successors and assigns, covering the following described property:

All that certain piece, parcel or lot of land, with any improvements thereon, containing two (2) acres, situate, lying and being on S.C. Road S-61, approximately five (5) miles North of the City of Columbia, in the County of Richland, State of South Carolina, the same being shown on Plat prepared for James E. Turner by B.P. Barber & Associates, Inc., Engineers, dated March 1, 1983, and recorded in the Office of the RMC for Richland County in Plat Book "Z" at page 4913, said property being described on said plat as follows: commencing at an iron on the right-of-way of S.C. Road S-61 and running S 74-01-45 E for a distance of 66.48 feet to an iron, and continuing S 76-53-25 E for a distance of 83.52 feet to an iron, along the right-of-way of said S.C. Road S-61, thence turning and running S 1-55-56 W for a distance of 589.47 feet along property of C.S.W. Co. to an iron; thence turning and running N 82-57-18 W for a distance of 146.71 feet along undesignated property to an iron; thence turning and running N 1-54-13 E for a distance of 608.71 feet along property of C.S.W. Co. to the point of commencement. Be all measurements a little more or less.

TMS: 12100-03-04

ALSO

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being approximately five miles North of Columbia, South Carolina, in the County of Richland, State of South Carolina, and being shown as 1.00 acre on a plat prepared for C.S.W., Co by B.P. Barber & Assoc., Inc., Engineers, dated October 7, 1982. Said parcel of land being bounded and measuring as follows: Bounded on the North by the highway right-of-way of South Carolina Road S-61 whereon it measures 120.0' feet; on the East by lands of C.S.W. Co. whereon it

measures 364.7' feet; on the South by lands of C.S.E. Co. whereon it measures 120.0 feet; and on the West by lands of C.S.E. Co. whereon it measures 364.7' feet. Be all measurements a little more or less.

TMS: 12100-03-05

25. That on December 19, 1996, said mortgage was recorded in the Office of the Register of Deeds for Richland County in Book 2058 at Page 516.

26. That by Assignment of Mortgage recorded December 19, 1996 in Book M2058 at Page 522, the subject mortgage was assigned by Emergent Mortgage Corporation unto Carolina Investors, Inc.

27. That Carolina Investors, Inc. assigned the subject mortgage unto Plaintiff, Wells Fargo Bank, Nation Association, not in its individual or banking capacity, but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-HE1. Said assignment of mortgage cannot be located as evidenced by the Affidavit of Lost Assignment recorded May 25, 2018 in the Office of the Register of Deeds for Richland County in Book 2306 at Page 1330. By virtue of said assignment, Plaintiff is the holder said Note and Mortgage and entitled to enforce the same.

28. That said Mortgage 1 evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a first lien on the mortgaged premises.

29. That according to the terms and conditions of said Note 1 and Mortgage 1, it is provided that, in the event of default in the payment of any installment when due, the entire principal and accrued interest shall at once become due and payable at the option of the holder.

30. That the monthly payments due on said Note and Mortgage are in default since November 11, 2008; that the conditions of said Note and Mortgage have been broken; that the Plaintiff elects to and does, declare the entire balance of said indebtedness due and payable; that

the principal balance as of said default date is \$110,321.67; that also due and owing is interest as provided at the rate set forth in the Note; that also due are late charges and the costs and disbursements of this action, including attorney's fees.

31. That it has become and is necessary for the Plaintiff to employ legal counsel to prosecute this action; and that a reasonable fee for the services of the Plaintiff's counsel should, according to the terms of said note and mortgage, be added to the amount of the mortgage debt.

32. Pursuant to §37-3-105, *South Carolina Code of Laws* (1976 as amended), the mortgage lien, which is subject to 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.

33. That the Plaintiff has advanced and/or may advance certain sums for taxes and insurance and for inspecting and/or securing the subject property, which sums, according to the terms of said mortgage, should be added to the amount of the mortgage debt.

34. Plaintiff reserves all rights and benefits to which it may be entitled, including but not limited to the right to a deficiency judgment against any obligor and/or guarantor of the Note described herein, pursuant to S.C. Code Ann. § 29-3-660 (1976, as amended), following a judicial sale of the mortgaged premises. Plaintiff may waive its right to a deficiency judgment at any time prior to the sale herein.

FOR A THIRD CAUSE OF ACTION
(Declaratory Judgment)

35. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

36. That on October 05, 2007, Emergent Mortgage Corp filed a "Lost Mortgage Satisfaction" as to Mortgage 1 above. Said Lost Mortgage Satisfaction being filed in the Office of the Register of Deeds for Richland County in Book 1364 at Page 1234.

37. That prior to the filing of said Lost Mortgage Satisfaction, Emergent Mortgage Corp. had already assigned Mortgage 1 unto Carolina Investors Inc., and therefore, Emergent Mortgage Corp. was not the owner/holder of the subject mortgage and did not have authority to satisfy Mortgage 1.

38. That Plaintiff believes it is entitled to an order of this court declaring the Lost Mortgage Satisfaction referenced in paragraph 36 and 37 above had no legal effect on Mortgage 1 and further declaring that Mortgage 1 has not been satisfied.

FOR A FOURTH CAUSE OF ACTION
(Mortgage Foreclosure as to Mortgage 2)

39. The Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

40. That on or about February 12, 1997, for value received, James E. Turner executed and delivered to Green Tree Financial Servicing Corporation a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to Green Tree Financial Servicing Corporation the sum of \$55,250.00, together with interest thereon at the yearly rate of 12.00% per annum. Said note is hereinafter referred to as "Note 2"

41. That in order to better secure the payment of Note 2 and debt, in accordance with the terms and conditions thereof, the said James E. Turner executed and delivered on February 12, 1997, a mortgage (hereinafter referred to as "Mortgage 2"), of real estate to Green Tree Financial Servicing Corporation its successors and assigns, covering the following described property:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being approximately five miles North of Columbia, South Carolina, in the County of Richland, State of South Carolina, and being shown as 1.00 acre on a plat prepared for C.S.W., Co by B.P. Barber & Assoc., Inc., Engineers, dated October 7, 1982. Said parcel of land being bounded and measuring as follows: Bounded on the North by the highway right-of-way of South Carolina Road S-61 whereon it measures 120.0' feet; on the East by lands of C.S.W. Co. whereon it measures 364.7' feet; on the South by lands of C.S.E. Co. whereon it measures 120.0 feet; and on the West by lands of C.S.E. Co. whereon it measures 364.7' feet. Be all measurements a little more or less.

TMS: 12100-03-05

42. That on February 21, 1997, said mortgage was recorded in the Office of the Register of Deeds for Richland County in Book 2080 at Page 0253.
43. That by Assignment of Mortgage dated April 16, 2018 and recorded April 27, 2018 in Book 2298 at Page 2401, the subject mortgage was assigned by Ditech Financial LLC f/k/a Green Tree Servicing LLC f/k/a Conesco Finance Servicing Corp. f/k/a Green Tree Financial Servicing Corporation unto Plaintiff, Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of the Green Tree Mortgage Loan Trust 2005-HE1. By virtue of said assignment, Plaintiff is the holder said Note and Mortgage and entitled to enforce the same.
44. That said Mortgage 2 evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a first lien on the mortgaged premises.
45. That according to the terms and conditions of said Note 2 and Mortgage 2, it is provided that, in the event of default in the payment of any installment when due, the entire principal and accrued interest shall at once become due and payable at the option of the holder.
46. That the monthly payments due on said Note and Mortgage are in default since October 20, 2008; that the conditions of said Note and Mortgage have been broken; that the Plaintiff

elects to and does, declare the entire balance of said indebtedness due and payable; that the principal balance as of said default date is \$50,545.14; that also due and owing is interest as provided at the rate set forth in the Note; that also due are late charges and the costs and disbursements of this action, including attorney's fees.

47. That it has become and is necessary for the Plaintiff to employ legal counsel to prosecute this action; and that a reasonable fee for the services of the Plaintiff's counsel should, according to the terms of said note and mortgage, be added to the amount of the mortgage debt.
48. That any notices of right to cure have been given as required by the South Carolina Consumer Protection Code.
49. That the Plaintiff has advanced and/or may advance certain sums for taxes and insurance and for inspecting and/or securing the subject property, which sums, according to the terms of said mortgage, should be added to the amount of the mortgage debt.
50. That the Defendant Wachovia Bank National Association may have or claim to have an interest in the subject property by virtue of a Mortgage from Charlene R. Manning to Wachovia Bank National Association, in the original amount of \$27,800.00, filed in the Office of the Register of Deeds for Richland County on November 8, 2007 in Book RB1374 at Page 1978. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
51. That the Defendant, Lisa Washington, may have or claim to have an interest in the subject property by virtue of a judgment against James Turner, in the original amount of \$1,780.00, filed in the Office of the Clerk of Court for Richland County on February 20, 2018, in Case No.: 2018-CP-40-00964. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

52. That the Defendant, ADT Security Services, Inc., may have or claim to have an interest in the subject property by virtue of a judgment against Little Ones Child Care Center LLC, in the original amount of \$10,194.81, filed in the Office of the Clerk of Court for Richland County on January 25, 2012, in Case No.: 2011-CP-40-06077. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

53. That the Defendant, Willie Henry Sr., may have or claim to have an interest in the subject property by virtue of a judgment against James Turner Sr and Little Ones Child Care Center LLC, in the original amount of \$53,000.00, filed in the Office of the Clerk of Court for Richland County on January 16, 2009, in Case No.: 2007-CP-40-7282. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

54. That the Defendant, South Carolina Department of Social Services, may have or claim to have an interest in the subject property by virtue of a judgment against James Turner regarding child support, filed in the Office of the Clerk of Court for Richland County on August 10, 2011, in Case No.: 2008-DR-40-2679. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

55. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC, in the original amount of \$443.92, filed in the Office of the Register of Deeds for Richland County on November 8, 2011, under Serial Number 825658511. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

56. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue

of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia L. McGriff Member, in the original amount of \$12,180.14, filed in the Office of the Register of Deeds for Richland County on December 14, 2011, under Serial Number 833980911. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

57. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia L. McGriff Member, in the original amount of \$28,145.33, filed in the Office of the Register of Deeds for Richland County on January 6, 2012, under Serial Number 839165111. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

58. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia L. McGriff Member, in the original amount of \$5,804.37, filed in the Office of the Register of Deeds for Richland County on February 13, 2012, under Serial Number 847568912. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

59. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia L. McGriff Member, in the original amount of \$2,069.90, filed in the Office of the Register of Deeds for Richland County on May 30, 2013, under Serial Number 940735113. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

60. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia L. McGriff Member, in the original amount of \$260.36, filed in the Office of the Register of Deeds for Richland County on December 17, 2013, under Serial Number 973004213. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
61. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia L. McGriff Member, in the original amount of \$457.21, filed in the Office of the Register of Deeds for Richland County on February 20, 2014, under Serial Number 982614914. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
62. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia L. McGriff Member, in the original amount of \$573.31, filed in the Office of the Register of Deeds for Richland County on May 20, 2014, under Serial Number 999733914. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
63. That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property by virtue of a State Tax Lien against Little Ones Child Care Center LLC, in the original amount of \$754.06, filed in the Office of the Register of Deeds for Richland County on August 9, 2012, under Tax Lien Number 3-51442006-5. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

64. That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property by virtue of a State Tax Lien against Little Ones Child Care Center LLC, in the original amount of \$464.37, filed in the Office of the Register of Deeds for Richland County on October 13, 2014, under Tax Lien Number 3-51759581-4. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

65. That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property by virtue of a State Tax Lien against Little Ones Child Care Center LLC, in the original amount of \$24,031.42, filed in the Office of the Register of Deeds for Richland County on January 12, 2015, under Tax Lien Number 416334. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

66. That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property by virtue of a State Tax Lien against Cynthia McGriff, in the original amount of \$3,134.71, filed in the Office of the Register of Deeds for Richland County on April 14, 2009, under Tax Lien Number 3-51017188.0. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

67. That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property by virtue of a State Tax Lien against Cynthia McGriff, in the original amount of \$960.49, filed in the Office of the Register of Deeds for Richland County on October 15, 2010, under Tax Lien Number 3-51190459-5. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

68. That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property by virtue of a State Tax Lien against Cynthia McGriff, in the original amount of \$1,421.19, filed in the Office of the Register of Deeds for Richland County

on November 17, 2010, under Tax Lien Number 3-51201191-5. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

69. That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property by virtue of a State Tax Lien against Cynthia McGriff, in the original amount of \$197.90, filed in the Office of the Register of Deeds for Richland County on November 17, 2010, under Tax Lien Number 3-51201192-2. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

70. That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property by virtue of a State Tax Lien against Cynthia McGriff, in the original amount of \$368.07, filed in the Office of the Register of Deeds for Richland County on October 17, 2011, under Tax Lien Number 3-51311344-9. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

71. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Cynthia L. McGriff, in the original amount of \$11,090.86, filed in the Office of the Register of Deeds for Richland County on September 19, 2011, under Serial Number 813474911. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

72. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Cynthia L. McGriff, in the original amount of \$259,251.41, filed in the Office of the Register of Deeds for Richland County on November 8, 2011, under Serial Number 825658611. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

73. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Cynthia L. McGriff, in the original amount of \$5,557.77, filed in the Office of the Register of Deeds for Richland County on November 8, 2011, under Serial Number 825658711. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
74. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia McGriff Member, in the original amount of \$12,180.14, filed in the Office of the Register of Deeds for Richland County on December 14, 2011, under Serial Number 833980911. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
75. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia McGriff Member, in the original amount of \$5,804.37, filed in the Office of the Register of Deeds for Richland County on February 13, 2012, under Serial Number 847568912. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
76. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC, in the original amount of \$443.92, filed in the Office of the Register of Deeds for Richland County on November 8, 2011, under Serial Number 825658511. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

77. That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, may have or claim to have an interest in the subject property by virtue of a Federal Tax Lien against Little Ones Child Care Center LLC and Cynthia McGriff Member, in the original amount of \$260.36, filed in the Office of the Register of Deeds for Richland County on December 17, 2013, under Serial Number 973004213. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

78. That the Defendant, South Carolina Department of Employment and Workforce, may have or claim to have an interest in the subject property by virtue of a Tax Execution against Little Ones Child Care Center LLC, in the original amount of \$24,031.42, filed in the Office of the Register of Deeds for Richland County on January 12, 2015, in Book 1998 at Page 2550. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

79. Plaintiff reserves all rights and benefits to which it may be entitled, including but not limited to the right to a deficiency judgment against any obligor and/or guarantor of the Note described herein, pursuant to S.C. Code Ann. § 29-3-660 (1976, as amended), following a judicial sale of the mortgaged premises. Plaintiff may waive its right to a deficiency judgment at any time prior to the sale herein.

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

Find that Cynthia Lakeita Turner has no interest in the subject property and confirm the AMENDED MARSHALL'S DEED;

Find that Plaintiff is entitled to an Order reforming the MARY LOUISE TURNER DEED to properly described the conveyed property as being both the 05 PARCEL and PARCEL B;

Find that the WILLIE HENRY DEED did not convey title to the 05 PARCEL;

Find that Cynthia McGriff is the current owner in fee simple of the 05 PARCEL;

Find that the Lost Mortgage Satisfaction referenced in paragraph 36 and 37 had no legal effect and did not satisfy Mortgage 1;

Find that the Plaintiff's Mortgage 1 and Mortgage 2 be declared a first and second lien and that the Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes, insurance premiums and/or inspection or securing expenses, which may have been paid, a reasonable sum as attorney's fees and the costs of this action; and

That the Plaintiff's real property be sold under the direction of this Court, that 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, and

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

Third, the surplus, if any, be distributed pursuant to Rule 71 of the South Carolina Rules of Civil Procedure; and

That the Court issue an Order directing the Sheriff to place the successful purchaser at the foreclosure sale in possession of the subject real property, and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of the Plaintiff's Mortgage, which personal property, if not removed shall be deemed abandoned and shall be removed by the Plaintiff or its agents from the Mortgaged Property by placing said property on the public street or highway or by any other means, including by force if necessary; and

An Order granting the appointment of a receiver should it become necessary, to secure and supervise the rental of the property to be foreclosed with the authority to take possession thereof

and collect rents, issues and profits thereon during the pendency of this action and to hold the same as further security for Plaintiff's debt; and

An Order be entered for reimbursement of all costs of inspecting and securing the property incurred by the Plaintiff as a result of the delinquency; and

The Defendant(s), and all persons whomever claiming by and through said Defendant(s), be forever barred of right, title and interest, of, in and to the Mortgaged Property and Collateral, and each and every part thereof; and

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

Columbia, South Carolina
July 5, 2018

s/Sara C. Hutchins
B. Lindsay Crawford, III (SC Bar# 6510)
Theodore von Keller (SC Bar# 5718)
Sara C. Hutchins (SC Bar# 72879)
B. Lindsay Crawford, IV (SC Bar# 101707)
Crawford & von Keller, LLC.
PO Box 4216
Columbia, SC 29240
Phone: 803-790-2626

Attorneys for Plaintiff

**NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §1692, et seq., as amended**

1. The Plaintiff named in the attached Summons and Complaint is the creditor to whom the debt is owed.
2. If the Plaintiff is different from the original creditor, the Plaintiff's firm will provide the debtor with the name and address of the original creditor, if requested by the debtor, in writing, within thirty (30) days of the receipt of this notice.
3. The debt described in the Complaint attached hereto and evidenced by the Note and Mortgage described therein will be assumed to be valid by the Plaintiff's law firm unless the debtor, within thirty days (30) after the receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If the debtor notifies the Plaintiff's law firm, in writing within thirty days (30) of the receipt of this notice, that the debt or any portion thereof is disputed, the Plaintiff's law firm will obtain a verification of the debt, and a copy of such verification will be mailed to the debtor by the Plaintiff's law firm.
5. As of the date of the attached complaint you owe \$442,670.34 (this amount represents payoff plus attorney fees). Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, you may write or call the Plaintiff's law firm as set forth below.
6. Written requests should be addressed to Theodore von Keller, B. Lindsay Crawford, III, Sara Hutchins, B. Lindsay Crawford, IV, Attorneys at Law, PO Box 4216, Columbia, SC 29240. Telephone requests should be directed to said attorney at 803-790-2626

**THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Case No. 2018-CP-40-04044

Wells Fargo Bank, National Association, not in its individual banking capacity,
but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-
HEI.....Respondent,

vs.

James E. Turner, a/k/a James Turner, Sr.....Appellant

Petition for Writ of Supersedeas

Enclosure 2:
Answer of James E. Turner, Sr., 5 pages

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Wells Fargo Bank, Nation Association,
not in its individual or banking capacity,
but solely as Trustee of Green Tree
Mortgage Trust 2005-HE1,

Plaintiff,

-versus-

James E. Turner a/k/a James Turner, Sr.,
Cynthia McGriff, Cynthia Lakeitha Turner,
Mary Louise Turner, Willie Henry, Emergent
Mortgage Corporation, Wells Fargo National
Association fka Wachovia Bank National
Association, Lisa Washington, Willie
Henry, Sr., South Carolina Department of
Employment and Workforce, ADT Security
Services, Inc., South Carolina Department
of Social Services, South Carolina
Department of Revenue, and United States of
America acting by and through its agency
the Internal Revenue Service,

Defendants.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

SIXTH
C.F.H

Civil Action No.: 2018-CP-40-04044

ANSWER
(Jury Trial Demand)

2018 AUG 24 AM 9:18
JEANETTE W. MCBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

COMES NOW, the Defendant James E. Turner a/k/a James Turner, Sr., ("Mr.

Turner"), and would Answer and otherwise plead to the Complaint as follows.

FOR A FIRST DEFENSE
(General Denial)

1. (Mr. Turner) denies each and every allegation contained in the Complaint that is not expressly admitted.

2. That Defendant is without sufficient information to admit, deny, or qualify the allegations of Paragraphs One (1), Two (2), and Three (3).
3. That Defendant admits Paragraphs Four (4), Five (5), Six (6), Seven (7) and Eight (8).
4. That Defendant is without sufficient information to admit or deny Paragraph Nine (9).
5. That Defendant denies Paragraph Ten (10).
6. That Defendant admits Paragraphs Eleven (11) and Twelve (12).
7. That Defendant is without sufficient information to admit or deny Paragraphs Thirteen (13), Fourteen (14), and Fifteen (15).
8. That Defendant admits Paragraph Sixteen (16).
9. That Defendant is without sufficient information to admit or deny Paragraphs Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), and Twenty-Two (22).
10. That Defendant admits Paragraphs Twenty-Three (23), Twenty-Four (24), and Twenty-Five (25).
11. That Defendant denies Paragraphs Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31), Thirty-Two (32), Thirty-Three (33), Thirty-Four (34), and Thirty-Five (35).
12. That Defendant admits Paragraph Thirty-Six (36).
13. That Defendant denies Paragraphs Thirty-Seven (37), Thirty-Eight (38), and Thirty-Nine (39).
14. That Defendant admits Paragraphs Forty (40), Forty-One (41), and Forty-Two (42).
15. That Defendant is without sufficient information to admit or deny Paragraphs Forty-Three (43) and Forty-Four (44).

16. That Defendant admits Paragraph Forty-Five (45).
17. That Defendant denies Paragraphs Forty-Six (46), Forty-Seven (47), Forty-Eight (48), and Forty-Nine (49).
18. That Defendant is without sufficient information to admit or deny Paragraphs Fifty (50) through Seventy-Nine (79).

FOR A SECOND DEFENSE

19. That Emergent Mortgage Corporation filed a "Mortgage Satisfaction" as to Mortgage (1) and therefore Plaintiffs' action should be dismissed.

FOR A THIRD DEFENSE
(Estoppel)

20. That Plaintiffs are estopped from asserting their actions against (Mr. Turner) based upon Plaintiffs' conduct and Plaintiffs' predecessors conduct and these actions should be dismissed.

FOR A FOURTH DEFENSE
(Failure to State a Claim)

21. That Plaintiffs' complaint fails to state a cause of action against (Mr. Turner) and Plaintiffs' actions should be dismissed.

FOR A FIFTH DEFENSE
(Statute of Limitations)

22. That Plaintiffs' actions are barred by the applicable statute of limitations and should be dismissed.

FOR A SIXTH DEFENSE
(Waiver)

23. That Plaintiffs have waived any and all right to a valid mortgage, which is denied, and therefore Plaintiffs' actions should be dismissed.

FOR A SEVENTH DEFENSE
(Unclean Hands)

24. That Plaintiffs and its predecessors in interest engaged in improper acts and omissions and therefore, based upon Plaintiffs' "unclean hands," Plaintiffs' actions should be dismissed.

FOR A EIGHTH DEFENSE
(Predatory Lending)

25. That Plaintiffs' predecessors in interest, including, but not limited to Carolina Investors, Inc., engaged in predatory lending practices and therefore the mortgages asserted by the Plaintiffs are void and Plaintiffs' actions should be dismissed.

FOR A NINTH DEFENSE
(No Standing)

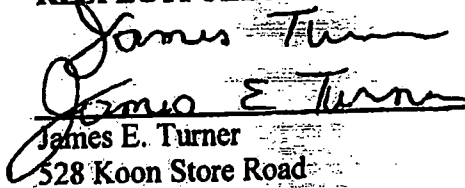
26. That Plaintiffs do not own any interest in the mortgages set forth in Plaintiffs' Complaint and therefore Plaintiffs lack standing to bring these action and Plaintiffs' actions should be dismissed.

FOR A TENTH DEFENSE
(Not First Priority Lien Holder)

27. That Plaintiffs are not a first priority lien holder on the subject properties and therefore, Plaintiffs' actions should be dismissed.

WHEREFORE, the Defendant (Mr. Turner), having answered the Plaintiffs' Complaint respectfully requests the Court to deny Plaintiffs' claim for relief and dismiss the Plaintiffs' actions with prejudice, with costs and attorneys' fees awarded to Defendant (Mr. Turner) and for such other and further relief the Court may deem just and proper.

RESPECTFULLY SUBMITTED:


James E. Turner

528 Koon Store Road

Columbia, SC 29203

Phone: (803)960-7780

Pro Se.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Case No. 2018-CP-40-04044

Wells Fargo Bank, National Association, not in its individual banking capacity,
but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-
HE1.....Respondent,

vs.

James E. Turner, a/k/a James Turner, Sr.....Appellant

Petition for Writ of Supersedeas

Enclosure 3:
Order of Judgment of Foreclosure and Sale, 29 pages

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Wells Fargo Bank, National Association,
not in its individual or banking capacity,
but solely as Trustee on behalf of Green
Tree Mortgage Trust 2005-HE1

Plaintiff,

-vs-

James E. Turner a/k/a James Turner, Sr.;
Et al.

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO. 2018-CP-40-04044

**MASTER IN EQUITY'S ORDER AND
JUDGMENT OF FORECLOSURE AND
SALE**

(Deficiency Judgment Waived)

TO:

Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Jason M. Hunter, Esquire
B. Lindsay Crawford, IV, Esquire
Crawford & von Keller, LLC
PO Box 4216

1640 St. Julian Place (29204)

Columbia, SC 29204

Email: court@crawfordvk.com

Ukeba Henry

1039 Thessallian Lane

Indian Trail, NC 28079

Kelley Y. Woody, Esq.

PO Box 6432

Columbia, SC 29260

Glenn Walters, Sr., Esq.

PO Box 1346

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Attorney of Record for Defendant

James E. Turner aka James Turner Sr.

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c/o CT Corporation System, as Registered
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Cynthia McGriff
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Akeem Henry
Inmate #324823 Marion Unit-B Wing, Cell
#260
Broad River Correctional Facility
4460 Broad River Road

Cynthia Lakeitha Turner
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Mary Louise Turner
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Winnsboro, SC 29180

Willie Henry
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Emergent Mortgage Corporation
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Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred by Order of Reference to the undersigned Master In Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final judgment in the cause.

Any appeal from the decision of the Master in Equity shall be directly to the South Carolina Court of Appeals.

Following the filing of a *Lis Pendens*, Summons, and Complaint, Defendant James E. Turner aka James Turner Sr. filed a timely Answer *pro se*, later engaging counsel as indicated above. Plaintiff filed a motion for summary judgment on June 10, 2021, which was later denied by the Court. Pursuant to the aforesaid reference, a hearing was held on the merits of the instant action on May 11, 2023 at the Richland County Judicial Center located at 1701 Main Street, Columbia, SC 29201. In attendance was counsel for the Plaintiff and Charles Kervorkian, serving as records custodian and witness for the Plaintiff; and Defendant James E. Turner aka James Turner Sr. with counsel.

Testimony was taken from Mr. Kervorkian for the Plaintiff and Defendant James E. Turner aka James Turner Sr. Both sides presented evidence through their respective counsel. Based upon the proof made

of the facts and circumstances alleged in the pleadings, through the aforesaid testimony, and evidence presented, I find, conclude and order as follows:

FINDINGS OF FACT:

1. The *Lis Pendens* was filed on July 31, 2018.
2. The Summons and Complaint were filed on July 31, 2018.
3. Service was made upon the Defendants named in this Report as is shown by the proof of service filed herein.
4. The Defendants, Cynthia McGriff, Mary Louise Turner, Willie Henry, Emergent Mortgage Corporation, Wells Fargo Bank, National Association fka Wachovia Bank National Association, Lisa Washington, ADT Security Services Inc., Willie E. Henry Jr, Ukeba Henry, and Kenyon Henry are in default as shown by Affidavit filed herein.
5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Service Members Civil Relief Act.
6. The Defendants were notified of the time, date and place of hearing in this matter.
7. I find as a fact that the Plaintiff laid a proper foundation for Mr. Kevorkian to testify as records custodian for the Plaintiff and for the entry of the customer file of the Defendant pursuant to the South Carolina Business Records Act.

FINDINGS OF FACT AS TO PLAINTIFF'S FIRST CAUSE OF ACTION

(Quiet Title)

8. That on July 12, 1996, real property identified as Richland County tax map number 12100-03-05 containing 1.0 acres was sold by the Honorable Joseph F. Anderson, Jr., United States District Judge. Defendant, James Turner, was the high bidder at said sale. (Real property identified as Richland County tax map number 12100-03-05 is hereinafter referred to as the "05 PARCEL."
9. That by deed dated July 24, 1996 and recorded October 7, 1996 in the Office of the Register of Deeds for Richland County in Book 1342 at Page 585 (hereinafter referred to as "ORIGINAL

MARSHALL'S DEED"), The U.S. Marshall for the District of South Carolina did convey the 05 PARCEL unto Cynthia Lakeitha Turner.

10. That by Amended Deed dated August 21, 1996 and recorded October 8, 1996 in the Office of the Register of Deeds for Richland County in Book 1342 at Page 610 (hereinafter referred to as "AMENDED MARSHALL'S DEED"), The U.S. Marshall for the District of South Carolina did convey the 05 PARCEL unto Defendant James Turner.

11. That the ORIGINAL MARSHALL'S DEED was recorded in error, and Defendant Cynthia Lakeitha Turner has no right, title, or interest in the 05 PARCEL.

12. Attorney Glenn Walters informed the Court at the summary judgment hearing on June 10, 2021 that he was representing Cynthia Lakeitha Turner, at which point the Court dismissed the Guardian ad litem from any duties representing Cynthia Lakeitha Turner.

13. At trial Mr. Walters informed the court that Cynthia Lakeitha Turner asserted no interest in the 05 PARCEL.

14. That by deed dated September 04, 2001, and recorded September 04, 2001 in the Office of the Register of Deeds for Richland County in Book 561 at Page 2948, Frazella D. Delaney conveyed real property identified as Richland County tax map number 12100-03-09 and further described as being a 1.0 acre tract known as Parcel B unto Defendant James Turner. (Real property identified as Richland County tax map number 12100-03-09 is hereinafter referred to as "09 PARCEL")

15. That by deed dated December 2, 2002 and recorded April 14, 2003, in the Office of the Register of Deeds for Richland County in Book 781 at Page 1219 Defendant James Turner conveyed two one acre tracts identified only as being the 05 PARCEL unto to Mary Louise Turner.

16. That the deed referenced in paragraph 11 above (hereinafter referred to as the "MARY LOUISE TURNER DEED") should have described the property being conveyed as being both the 05 PARCEL and 09 PARCEL.

17. That subsequently, Mary Louise Turner conveyed the 05 PARCEL and 09 PARCEL unto Cynthia McGriff and Willie Henry. Said deed being dated November 30, 2006 and recorded December 1, 2006 in the Office of the Register of Deeds for Richland County in Book 1257 at Page 2396.

18. That based upon Mary Louise Turner's subsequent conveyance of both the 05 PARCEL and the 09 PARCEL, Plaintiff is entitled to an order reforming the MARY LOUISE TURNER DEED to properly described the conveyed property as being both the 05 PARCEL and 09 PARCEL.

19. That by deed dated March 29, 2007, and recorded April 05, 2007, in the Office of the Register of Deeds for Richland County in Book 1300 at Page 1, Defendant James Turner conveyed the 05 PARCEL unto Willie Henry. (hereinafter referred to as the "WILLIE HENRY DEED").

20. That the WILLIE HENRY DEED did not accomplish the transfer of the 05 PARCEL as said land had been previously conveyed unto Mary Louis Turner (see MARY LOUISE TURNER DEED). Therefore, Plaintiff is entitled to an order confirming that the WILLIE HENRY DEED referenced above did not convey title to the 05 PARCEL.

21. That by deed dated August 24, 2007, Willie Henry conveyed his one-half (1/2) interest in the 05 PARCEL unto Charlene Manning (hereinafter the "CHARLENE MANNING DEED"). Said deed being recorded September 06, 2007 in the Office of the Register of Deeds for Richland County in Book 1355 at Page 860.

22. That by deed dated June 18, 2012, Charlene Manning conveyed her one-half (1/2) interest in the 05 PARCEL unto Cynthia McGriff (hereinafter the "CYNTHIA MCGRIFF DEED"). Said deed being recorded June 18, 2012, in the Office of the Register of Deeds for Richland County in Book 1772 at Page 2643.

23. That, based on the above series of transactions, Cynthia McGriff is the current owner in fee simple of the 05 PARCEL.

24. That Plaintiff is entitled to an order quieting title to the 05 PARCEL in the name of Cynthia McGriff and the derivation should reflect the correct chain of title.

FINDINGS OF FACT AS TO SECOND CUASE OF ACTION**(Mortgage Foreclosure as to Mortgage 1)**

25. That on November 6, 1996, for value received, James E. Turner executed and delivered to Emergent Mortgage Corp. a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to Emergent Mortgage Corp. the sum of \$121,500.00, together with interest thereon at the yearly rate of 11.49% per annum. Said note is hereinafter referred to as "Note 1."

26. That in order to better secure the payment of Note 1 and debt, in accordance with the terms and conditions thereof, the said James E. Turner executed and delivered on November 6, 1996 a mortgage (hereinafter referred to as "Mortgage 1"), of real estate to Emergent Mortgage Corp., its successors and assigns, covering the following described property:

All that certain piece, parcel or lot of land, with any improvements thereon, containing two (2) acres, situate, lying and being on S.C. Road S-61, approximately five (5) miles North of the City of Columbia, in the County of Richland, State of South Carolina, the same being shown on Plat prepared for James E. Turner by B.P. Barber & Associates, Inc., Engineers, dated March 1, 1983, and recorded in the Office of the RMC for Richland County in Plat Book "Z" at page 4913, said property being described on said plat as follows: commencing at an iron on the right-of-way of S.C. Road S-61 and running S 74-01-45 E for a distance of 66.48 feet to an iron, and continuing S 76-53-25 E for a distance of 83.52 feet to an iron, along the right-of-way of said S.C. Road S-61, thence turning and running S 1-55-56 W for a distance of 589.47 feet along property of C.S.W. Co. to an iron; thence turning and running N 82-57-18 W for a distance of 146.71 feet along undesignated property to an iron; thence turning and running N 1-54-13 E for a distance of 608.71 feet along property of C.S.W. Co. to the point of commencement. Be all measurements a little more or less.

TMS: 12100-03-04

ALSO

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being approximately five miles North of Columbia, South Carolina, in the County of Richland, State of South Carolina, and being shown as 1.00 acre on a plat prepared for C.S.W., Co by B.P. Barber & Assoc., Inc., Engineers, dated October 7, 1982. Said parcel of land being bounded and measuring as follows: Bounded on the North by the highway right-of-way of South Carolina Road S-61 whereon it measures 120.0' feet; on the East by lands of C.S.W. Co. whereon it measures 364.7' feet; on the South by lands of C.S.E. Co. whereon it measures 120.0 feet; and on the West by lands of C.S.E. Co. whereon it measures 364.7' feet. Be all measurements a little more or less.

TMS: 12100-03-05

27. That on December 19, 1996, said mortgage was recorded in the Office of the Register of Deeds for Richland County in Book 2058 at Page 516.
28. That by Assignment of Mortgage recorded December 19, 1996 in Book M2058 at Page 522, the subject mortgage was assigned by Emergent Mortgage Corporation unto Carolina Investors, Inc.
29. That Carolina Investors, Inc. assigned the subject mortgage unto Plaintiff, Wells Fargo Bank, Nation Association, not in its individual or banking capacity, but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-HE1. Said assignment of mortgage cannot be located as evidenced by the Affidavit of Lost Assignment recorded May 25, 2018 in the Office of the Register of Deeds for Richland County in Book 2306 at Page 1330. By virtue of said assignment, Plaintiff is the holder said Note and Mortgage and entitled to enforce the same. No Defendant has raised any issues related to Plaintiff's standing to prosecute this action.
30. That said Mortgage 1 evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a first lien on the mortgaged premises.
31. That Plaintiff in this action is the mortgagee of record and owner and holder of the Note and Mortgage it is seeking to foreclose.
32. The Defendant James E Turner admitted the signing of Note 1 and Mortgage 1 in his Answer, in his sworn deposition, and at trial and admitted that he agreed to pay the sums set forth in Note 1.
33. The title holder of record of the 04 PARCEL as of the filing of the Lis Pendens in this action was James E. Turner, who was the original mortgagor and the title holder of record of 05 PARCEL as of the filing of the Lis Pendens in this action is Cynthia McGriff..
34. Payment due on the Note 1 has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note 1 and Mortgage 1 in the hands of its attorney of record herein for collection.

FINDING OF FACT AS TO THE THIRD CAUSE OF ACTION
(Declaratory Judgment)

35. That on October 05, 2007, Emergent Mortgage Corp filed a "Lost Mortgage Satisfaction" as to Mortgage 1 above. Said Lost Mortgage Satisfaction being filed in the Office of the Register of Deeds for Richland County in Book 1364 at Page 1234.

36. That prior to the filing of said Lost Mortgage Satisfaction, Emergent Mortgage Corp. had already assigned Mortgage 1 unto Carolina Investors Inc., and therefore, Emergent Mortgage Corp. was not the owner/holder of the subject mortgage and thus had no legal authority to satisfy Mortgage 1.

37. That the Defendant failed to provide any evidence that the Lost Mortgage Satisfaction was a valid legal document.

38. That Plaintiff is entitled to an order of this court declaring the Lost Mortgage Satisfaction referenced above had no legal effect on Mortgage 1, thereby rescinding the Lost Mortgage Satisfaction of record and further declaring that Mortgage 1 remains unsatisfied.

FINDINGS OF FACT AS TO THE FOURTH CAUSE OF ACTION
(Mortgage Foreclosure as to Mortgage 2)

39. That on or about February 12, 1997, for value received, James E. Turner executed and delivered to Green Tree Financial Servicing Corporation a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to Green Tree Financial Servicing Corporation the sum of \$55,250.00, together with interest thereon at the yearly rate of 12.00% per annum. Said note is hereinafter referred to as "Note 2"

40. That in order to better secure the payment of Note 2 and debt, in accordance with the terms and conditions thereof, the said James E. Turner executed and delivered on February 12, 1997, a mortgage (hereinafter referred to as "Mortgage 2"), of real estate to Green Tree Financial Servicing Corporation its successors and assigns, covering the following described property:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being approximately five miles North of Columbia, South Carolina, in the County of Richland, State of South Carolina, and being shown as 1.00 acre on a plat prepared for C.S.W., Co by B.P. Barber & Assoc., Inc., Engineers, dated October 7, 1982. Said parcel of land being bounded and measuring as follows: Bounded on the North by the highway right-of-way of South Carolina Road S-61 whereon it measures 120.0' feet; on the East by lands of C.S.W. Co. whereon it measures 364.7' feet; on the South by lands of C.S.E. Co. whereon it measures 120.0 feet; and on the West by lands of C.S.E. Co. whereon it measures 364.7' feet. Be all measurements a little more or less.

TMS: 12100-03-05

41. That on February 21, 1997, said mortgage was recorded in the Office of the Register of Deeds for Richland County in Book 2080 at Page 0253.
41. That by Assignment of Mortgage dated April 16, 2018 and recorded April 27, 2018 in Book 2298 at Page 2401, the subject mortgage was assigned by Ditech Financial LLC f/k/a Green Tree Servicing LLC f/k/a Conesco Finance Servicing Corp f/k/a Green Tree Financial Servicing Corporation unto Plaintiff, Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of the Green Tree Mortgage Loan Trust 2005-HE1. By virtue of said assignment, Plaintiff is the holder said Note and Mortgage and entitled to enforce the same.
42. That said Mortgage 2 evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a second lien on the mortgaged premises.
43. That Plaintiff in this action is the mortgagee of record and owner and holder of the Note-2 and Mortgage 2 it is seeking to foreclose.
44. The Defendant James E Turner admitted the signing of the Note 2 and Mortgage 2 in his answer, in his deposition, and at trial and admitted that he agreed to pay the sums set forth in the Note 2
45. The title holder of record of the subject property as of the filing of the Lis Pendens in this action was Cynthia McGriff.
46. Payment due on Note 2 has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note 2 and Mortgage 2 in the hands of its attorney of record herein for collection

JUDGMENT DEBT CALCULATIONS

47. Having specifically considered each of the following: the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time and labor devoted to the case, including reviewing the various loan documents, performing the title search,

preparing, filing and serving the pleadings, preparing for the hearing, including preparing the judgment and other documents requested by the Court, attending the hearing, preparing for and attending the sale, and preparing any post-sale documents requested by the Court; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$20,857.50 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the Note and Mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

48. The plaintiffs representative, Charles Kevorkian, testified that he had reviewed the payment history of the defendant which were properly admitted into evidence

49. The amount due and owing on the Note 1 and Mortgage 1, with interest at the rate provided in the Notes, and other costs and expenses of collection, including attorney's fees, secured by the Note 1 and Mortgage 1, is as follows:

Note 1 Unpaid Principal Balance	\$108,986.26
Deferred Principal	\$20,086.85
Interest from October 11, 2008, to May 11, 2023 at 11.49000% per annum	\$139,114.47
Late Charges	\$6,990.31
Escrow	\$16,399.10
Corporate Advances	\$42,946.82
Insurance	\$18,646.86

Total Debt secured by Note 1 and Mortgage 1, including interest to date of hearing:

\$353,170.67

Any additional fees or costs for the period from the date shown above through the date of this judgment, at above stated rate, may be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein, and interest after the date of judgment at the rate of 11.49000% per annum, pursuant to the terms of the note and mortgage, on the judgment debt should be added to such

judgment debt to comprise the amount of the Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

50. The amount due and owing on the Note 2 and Mortgage 2, with interest at the rate provided in the Notes, and other costs and expenses of collection, including attorney's fees, secured by the Note 2 and Mortgage 2, is as follows:

Note 2 Unpaid Principal Balance	\$50,091.71
Deferred Principal	\$8,195.15
Interest from September 20, 2008, to May 11, 2023 at 12.000% per annum	\$67,874.28
Late Charges	\$2,437.32
Escrow	\$22,296.28
Corporate Advances	\$21,569.62

Total Debt secured by Note 2 and Mortgage 2, including interest to date of hearing: \$172,464.36

Any additional fees or costs for the period from the date shown above through the date of this judgment, at above stated rate, may be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein, and interest after the date of judgment at the rate of 12.000% per annum, pursuant to the terms of the note and mortgage, on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

51. That the TOTAL DEBT secured by Notes 1 and 2 and Mortgages 1 and 2, including attorney's fees and costs outlined in paragraph 42 above is \$525,635.03.

52. The Plaintiff is seeking foreclosure of its mortgage and is seeking its right to a personal and/or deficiency judgment.

53. That Willie Henry Sr., is deceased; that Willie Henry Sr. died on April 6, 2016; and that Willie Henry Sr. died testate.

54. That the plaintiff has information as to the devisee(s) and/or possible heirs-at-law of Willie Henry Sr. since an estate for said decedent has been filed in the Office of the Probate Court for Richland County, Case No.: 2016-ES-40-00871; that for that reason, Willie E. Henry, Jr., Ukeba K. Henry, Kenyon Henry and Akeem Henry is/are made party-defendant(s) herein; that no Deed of Distribution

has been filed in the Office of the Probate Court for Richland County; that for that reason, there may be unknown persons who have, or may claim to have, an interest in the mortgaged property; that for that reason, John Doe and Richard Roe are made party-defendants herein, as classes representing said unknown persons; and that any interest claimed by said known and unknown Defendants is junior and subordinate to the Plaintiff's mortgage.

55. Kelley Y. Woody, a member of the South Carolina Bar, was appointed as attorney for each Defendant Cynthia Lakeitha Turner, who is or may be in the military service within the meaning of the Service members Civil Relief, and she has filed an Answer, appeared, and actively participated on behalf of such Defendant. The sum of \$500.00 is a reasonable attorney's fee to allow for such attorney's services rendered herein until final adjudication of the within action. That at the summary judgment hearing on June 10, 2022, Glenn Walters advised the Court that he was representing Cynthia Lakeitha Turner, at which point the Court dismissed Kelley Y. Woody, from any Guardian ad litem duties representing Cynthia Lakeitha Turner. At trial Mr. Walters informed the court that Cynthia Lakeitha Turner asserted no interest in the 05 PARCEL

56. Kelley Y. Woody, a member of the South Carolina Bar, has been appointed as attorney for each Defendant who is incarcerated, and he has filed an Answer, appeared and actively participated on behalf of such Defendant. The sum of \$500.00 is a reasonable attorney's fee to allow for such attorney's services rendered herein until final adjudication of the within action. The fact that the Defendant(s), Akcem Henry, is/are incarcerated has not prejudiced his/her/their right to a defense.

57. The following Defendant(s), claim or may claim lien/liens upon or interest in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such junior lien claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. The said Defendant(s) and such claim(s) or lien(s) is/are as follows:

- a) That the Defendant, South Carolina Department of Employment and Workforce, may have or claim to have an interest in the subject property by virtue of a judgment against

Little Ones Child Care Center LLC, in the original amount of \$24,031.42, filed in Richland County on January 12, 2015, in Judgment Roll No. Book 1998 at Page 2550. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

- b) That the Defendant, ADT Security Services, Inc., may have or claim to have an interest in the subject property by virtue of a judgment against Little Ones Child Care Center LLC, in the original amount of \$10,194.81, filed in Richland County on January 25, 2012, in Judgment Roll No. 2011-CP-40-06077. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
- c) That the Defendant, South Carolina Department of Social Services, may have or claim to have an interest in the subject property including but not limited to a judgment against James Turner, in the original amount of \$, filed in Richland County on August 10, 2011, in Judgment Roll No. 2008-DR-40-2679. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
- d) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Little Ones Child Care Center LLC in the Richland County Records as follows: Tax Lien # 3-51442006-5. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- e) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Little Ones Child Care Center LLC in the Richland County Records as follows: Tax Lien # 416334. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- f) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Little Ones Child Care Center LLC in the Richland County Records as follows: Tax Lien # 3-51442006-5. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- g) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Cynthia McGriff in the Richland County Records as follows: Tax Lien # 3-51017188-0. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- h) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Cynthia McGriff in the Richland County Records as follows: Tax Lien # 3-51201191-5. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- i) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Cynthia McGriff in the Richland County Records as follows: Tax Lien # 3-51190459-5. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.

- j) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Cynthia McGriff in the Richland County Records as follows: Tax Lien # 3-51201192-2. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- k) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Cynthia McGriff in the Richland County Records as follows: Tax Lien # 3-51311344-9. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- l) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 833980911. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- m) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 833980911. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- n) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia McGriff, as follows: Tax Lien # 839165111. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- o) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia McGriff, as follows: Tax Lien # 940735113. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- p) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia McGriff, as follows: Tax Lien # 940735113. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- q) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia L. McGriff, as follows: Tax Lien # 973004213. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.

- r) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 999733914. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- s) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 999733914. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- t) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Cynthia L. McGriff, as follows: Tax Lien # 813474911. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- u) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Cynthia L. McGriff, as follows: Tax Lien # 825658711. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- v) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Cynthia L. McGriff, as follows: Tax Lien # 825658711. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- w) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia McGriff, as follows: Tax Lien # 833980911. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- x) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 825658511. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- y) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 825658511. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.

- z) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia McGriff, as follows: Tax Lien # 973004213. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- aa) That the Defendant, Wells Fargo Bank, National Association fka Wachovia Bank National Association, may have or claim to have an interest in the subject property by virtue of a mortgage given by Charlene R. Manning to Wells Fargo Bank, National Association fka Wachovia Bank National Association in an original amount of \$27,800.00 recorded on November 8, 2007, in the Office of the Register of Deeds for Richland County Book RB1374 at Page 1978. Said mortgage is junior and subordinate to the lien of the Plaintiff herein.
- bb) That the Defendant, Lisa Washington, may have or claim to have an interest in the subject property by virtue of a judgment against James Turner, in an original amount of \$1,780.00, filed in Richland County on February 20, 2018, in Judgment Roll No. 2018-CP-40-00964. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
- cc) That the Defendant, Willie Henry, Sr., may have or claim to have an interest in the subject property by virtue of a judgment against James Turner Sr and Little Ones Child Care Center, in an original amount of \$53,000.00, filed in Richland County on January 16, 2009, in Judgment Roll No. 2007-CP-40-7282. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

58. The subject Mortgage is not subject to, or Plaintiff has complied, with the Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosures and the Home Affordable Modification Program ("HMP")*, 2009-05-22-01, filed May 22, 2009.

59. The attorney for the Plaintiff, in compliance with The Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosures Actions*, 2011-05-02-01, has certified that pursuant to Supreme Court Administrative Order 2011-05-02-01 the Mortgagor(s) have been served with the required notice of rights, and more than 30 days have elapsed since service upon the Mortgagor(s), and the Mortgagor(s) have failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

CONCLUSIONS OF LAW:

I, therefore, conclude as follows:

1. The customer file of Defendant James E Turner including the respective notes and mortgages and payment history were properly admitted under Rule 803 (6) SCRE and S. C. Code of Laws Section 19 – 5 – 510
2. The Plaintiff's witness testimony as to the debt was properly admitted as the witness testified that he had reviewed the payment history previously entered into evidence in Plaintiff's Motion for Summary Judgment. See, e.g., Deep Keel, LLC v. Atl. Private Equity Group, LLC 773 S. E. 2d 607 (Ct. App. 2015)
3. The Plaintiff has offered exhibits and the Court has accepted them.
4. That Cynthia Lakeita Turner has no interest in the subject property and the AMENDED MARSHALL'S DEED is hereby confirmed;
5. That the MARY LOUISE TURNER DEED is hereby reformed to properly described the conveyed property as being both the 05 PARCEL and 09 PARCEL;
6. That the WILLIE HENRY DEED did not convey title to the 05 PARCEL;
7. That the Charlene Manning Deed did convey title to the 05 PARCEL to Cynthia McGriff;
8. That Cynthia McGriff is the current owner in fee simple of the 05 PARCEL and the derivation should reflect the correct chain of title;
9. That the Lost Mortgage Satisfaction had no legal effect and did not satisfy Mortgage 1, thereby said Lost Mortgage Satisfaction is hereby rescinded, annulled, and adjudged to have no legal force or effect;
10. The Plaintiff's mortgages are declared to be first and second lien mortgages against the subject property and any interest held by the aforementioned Defendants is junior and subordinate to the lien of the Plaintiff herein.
11. The Plaintiff is granted judgment on its Note 1 and Note 2, which shall be entered immediately, and it is granted judgment of foreclosure of its Mortgage 1 and Mortgage 2; and the mortgaged/subject property is hereby ordered to be sold at public auction after due advertisement.

12. That subject mortgages evidence and secure the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes first and second liens on the Mortgaged Property. IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

13. That Cynthia Lakeitha Turner has no interest in the subject property and the AMENDED MARSHALL'S DEED is hereby confirmed;

14. That the MARY LOUISE TURNER DEED is hereby reformed to properly described the conveyed property as being both the 05 PARCEL and 09 PARCEL;

15. That the WILLIE HENRY DEED did not convey title to the 05 PARCEL;

16. That the CHARLENE MANNING DEED did convey title to the 05 Parcel to Cynthia McGriff and the derivation be changed to reflect the correct chain of title.

17. That Cynthia McGriff is the current owner in fee simple of the 05 PARCEL;

18. That there is due to the Plaintiff on its notes and mortgages the sum of \$525,635.03, representing the Total Debt due to the Plaintiff as set out in the instant Order.

19. That the amount due in the preceding paragraph (the "Total Debt" as set forth in the aforementioned paragraph, and later accrued interest and costs) shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 11.49000% per annum as to the indebtedness due on Note -1 and Mortgage-1 and 12.000% per annum as to the indebtedness due on Note-2 and Mortgage-2, pursuant to the terms of the notes and mortgages.

20. That the judgment amount shall be subject to increase to permit the Plaintiff to recover additional costs, commissions, and expenses, including but not limited to the deposit made in compliance with § 14-11-310, *South Carolina Code of Laws*, 1976. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the Court without further hearing. The judgment may also be increased to include supplemental compensation for attorney's services not contemplated by the initial attorney's fee award. Jurisdiction over the attorney's fee award and total debt is reserved to the

undersigned to facilitate the assessment and payment of any such costs and/or supplemental compensation.

21. That the Defendant(s) James E. Turner is/are liable for the aforesaid mortgage debt shall, prior to the date and time of the sale of the subject property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

22. The following defendants have no further interest in the property which is the subject of this action and the Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

Cynthia McGriff, Cynthia Lakeitha Turner, Mary Louise Turner, Willie Henry, Emergent Mortgage Corporation, Wells Fargo Bank, National Association fka Wachovia Bank National Association, Lisa Washington, South Carolina Department of Employment and Workforce, ADT Security Services, Inc., South Carolina Department of Social Services, South Carolina Department of Revenue, United States of America acting by and through its agency the Internal Revenue Service and Willie E. Henry Jr. and Ukeba Henry as Personal Representatives of the Estate of Willie E. Henry Sr., Kenyon Henry and Akeem Henry, and any other Heirs-at-Law or Devisees of Willie E. Henry Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe

23. That on default of payment prior to the date and time of the sale, the mortgaged premises, described herein, shall be sold by the Master in Equity at public auction, at the Richland County Courthouse, in the County and State aforesaid, at 12:00 Noon on the next convenient sales day or hereafter, on the following terms, that is to say:

a) FOR CASH: The Master In Equity shall require a deposit at the conclusion of the bidding 5% of the amount of the bid, in cash or equivalent, as evidence of good faith, the same to be applied on the purchase price in case of compliance with the bid, but in case of non-compliance within twenty (20) days, the same to be forfeited and applied to the costs and then to the Plaintiff's debt.

b) Interest on the balance of the bid shall be paid to the day of compliance at the rate of 11.49% per annum.

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

d) Purchaser to pay for the deed and the cost of recording the deed.

e) The sale shall also be subject to the Right of Redemption by the Defendant, United States of America, by and through its Agency, the Internal Revenue Service pursuant to Sec. 2410(c), Title 28, United States Code, for a period of 120 days from the date of sale of the subject property.

24. That if the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the Master in Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.

25. The Plaintiff is seeking foreclosure of its mortgages and demanded a deficiency judgment against the Defendant James E. Turner aka James Turner, Jr., pursuant to Section 29-3-660, Code of Laws of South Carolina, 1976, and the entry of an immediate deficiency judgment pursuant Section 29-3-650, Code of Laws of South Carolina, 1976. The Plaintiff has reserved unto itself the option to waive such demand for deficiency judgment prior to the sale of the mortgaged properties.

26. That the Master in Equity, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the Master In Equity may re-advertise the premises for sale on the next, or some other subsequent, salesday, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

27. That the Master In Equity shall apply the proceeds of the sale as follows:

FIRST: To the 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; and

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

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCF.

28. That it is further ORDERED, ADJUDGED AND DECREED that, in the event the successful bidder is other than the Defendant(s) in possession herein, upon the presentation of this Order or a Writ of Assistance the Sheriff of Richland County is hereby directed to eject and remove from the premises the occupant(s) of the property sold, together with any and all personal property located thereon, and to put the successful bidder, or his assigns, in full, quiet and peaceable possession.

29. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant(s) named herein, and all persons whomsoever claiming under him, them or it, 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.

30. That it is further ORDERED, ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant(s) James E. Turner, who was/were the titleholder of the mortgaged property at the time of the filing of the *Lis Pendens*, and the Grantee; and that the Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

31. That the Master in Equity shall retain jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRCF, and hearing any issues involving appraisal proceedings under § 29-3-680, et seq., *South Carolina Code of Laws*, 1976.

32. That it is further ORDERED, ADJUDGED AND DECREED that, if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the mortgaged property, hereinafter described, the Master In Equity (or the sale officer designated herein) shall pull the property from sale; and in the event that the sale is nevertheless conducted, then such sale will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next or some subsequent sales day.

33. That after the Order Confirming Sale and Disbursements has been issued and filed, the Master in Equity shall direct the Clerk of Court/Register of Deeds to release of record the mortgage lien being foreclosed, which mortgage lien is/are described in the Findings of Fact hereinabove.

34. That the following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land, with any improvements thereon, containing two (2) acres, situate, lying and being on S.C. Road S-61, approximately five (5) miles North of the City of Columbia, in the County of Richland, State of South Carolina, the same being shown on Plat prepared for James E. Turner by B.P. Barber & Associates, Inc., Engineers, dated March 1, 1983, and recorded in the Office of the RMC for Richland County in Plat Book "Z" at page 4913, said property being described on said plat as follows: commencing at an iron on the right-of-way of S.C. Road S-61 and running S 74-01-45 E for a distance of 66.48 feet to an iron, and continuing S 76-53-25 E for a distance of 83.52 feet to an iron, along the right-of-way of said S.C. Road S-61, thence turning and running S 1-55-56 W for a distance of 589.47 feet along property of C.S.W. Co. to an iron; thence turning and running N 82-57-18 W for a distance of 146.71 feet along undesignated property to an iron; thence turning and running N 1-54-13 E for a distance of 608.71 feet along property of C.S.W. Co. to the point of commencement. Be all measurements a little more or less.

TMS: 12100-03-04

ALSO INCLUDING:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being approximately five miles North of Columbia, South Carolina, in the County of Richland, State of South Carolina, and being shown as 1.00 acre on a plat prepared for C.S.W., Co by B.P. Barber & Assoc., Inc., Engineers, dated October 7, 1982. Said parcel of land being bounded and measuring as follows: Bounded on the North by the highway right-of-way of South Carolina Road S-61 whereon it measures 120.0' feet; on the East by lands of C.S.W. Co. whereon it measures 364.7' feet; on the South by lands of C.S.E. Co. whereon it measures 120.0 feet; and on the West by lands of C.S.E. Co. whereon it measures 364.7' feet. Be all measurements a little more or less.

TMS: 12100-03-05

AND IT IS SO ORDERED

(SIGNATURE PAGE TO FOLLOW)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

FORM 4
JUDGMENT IN A CIVIL CASE

CASE NO. 2018-CP-40-04044

Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-HE1

PLAINTIFF

vs.

James E. Turner a/k/a James Turner, Sr., Cynthia McGriff, Cynthia Lakeitha Turner, Mary Louise Turner, Willie Henry, Emergent Mortgage Corporation, Wells Fargo Bank, National Association fka Wachovia Bank National Association, Lisa Washington, South Carolina Department of Employment and Workforce, ADT Security Services, Inc., South Carolina Department of Social Services, South Carolina Department of Revenue, United States of America acting by and through its agency the Internal Revenue Service and Willie E. Henry Jr. and Ukeba Henry as Personal Representatives of the Estate of Willie E. Henry Sr., Kenyon Henry and Akeem Henry, and any other Heirs-at-Law or Devises of Willie E. Henry Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roc

DEFENDANTS

Submitted by: Crawford & von Keller, LLC
Post Office Box 4216, Columbia, SC 29240
Email: court@crawfordvk.com

Attorney for Plaintiff

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. ☐ See page 2 for additional information.
- ☐ **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: Order For Judgment of Foreclosure and Sale.

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if 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)
Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-HE1	James E. Turner aka James Turner, Sr.	\$ TBD
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order: 528 Koon Store Road and 526 nka 532 Koon Store Road, TMS #: 12100-03-05		

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.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

SIGNATURE PAGE TO FOLLOW

B. Lindsay Crawford, III (SC Bar# 6510)
Theodore von Keller (SC Bar# 5718)
Jason M. Hunter (SC Bar# 101501)
B. Lindsay Crawford, IV (SC Bar# 101707)
Crawford & von Keller, LLC.
P.O. Box 4216
1640 St. Julian Place (29204)
Columbia, SC 29240
Phone: 803-790-2626
Email: court@crawfordvk.com

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRPC.

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.

Ukeba Henry
1039 Thessallian Lane
Indian Trail, NC 28079

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Columbia, SC 29260

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Attorney of Record for Defendant
James E. Turner aka James Turner Sr.

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Agent
2 Office Park Court Suite 103
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South Carolina Department of Social
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George J. Conits, AUSA
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through its agency the Internal
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Attorney for the Defendant, The Estate of
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Columbia, SC 29203

Kenyon Henry
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Waxhaw, NC 28173-7476

Akeem Henry
Inmate #324823 Marion Unit-B Wing, Cell
#260
Broad River Correctional Facility
4460 Broad River Road

Cynthia Lakeitha Turner
532 Koon Store Road
Columbia, SC 29203

Mary Louise Turner
3650 US Highway 321
Winnsboro, SC 29180

Willie Henry
213 Bridgecreek Drive
Columbia, SC 29229

Emergent Mortgage Corporation
55 Beattie Place
Greenville, SC 29607

Wells Fargo Bank, National Association fka
Wachovia Bank National Assoc
Corporation Service Company as Registered
Agent
1703 Laurel Street
Columbia, SC 29201

Lisa Washington
148 Brewers Oak Lane
West Columbia, SC 29169



Richland Common Pleas

Case Caption: Wells Fargo Bank National Association , plaintiff, et al vs James E Turner , defendant, et al

Case Number: 2018CP4004044

Type: Master/Order/Foreclosure & Sale and Form 4

It is so Ordered

s/Joseph M. Strickland, 3055

Electronically signed on 2023-06-15 12:20:26 page 29 of 29

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Case No. 2018-CP-40-04044

**Wells Fargo Bank, National Association, not in its individual banking capacity,
but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-
HE1 Respondent,**

vs.

James E. Turner, a/k/a James Turner, Sr. Appellant

Petition for Writ of Supersedeas

Enclosure 4:
Sale Roster for July 03, 2023, Richland County, 2 pages



Richland County Fifth Judicial Circuit Court Rosters



Summary Court Dockets South Carolina Judicial Department Home Page Return To Roster Selection

Court Agency	40003	Judge	Strickland	Roster Description	Monday July 3, 2023 Master In Equity Sales Roster
Roster Type	Master's Sales	Roster Begin Date	07/03/2023	Roster End Date	07/03/2023
Roster Id	6				

Attorney Bar Number

Case #

Filed From

Filed Thru

 Search Print Version

#	Case / Case Caption	Plaintiff Attorney	Defendant Attorney	Filed Date	Sub Type	Status	Tax Map	Notes
1	2018CP4004044 Wells Fargo Bank National Association , plaintiff, et al vs James E Turner , defendant, et al	B. Lindsay Crawford III (803) 790-2626	George John Conits (864) 286-6070 Kiera Courtney Dillon (803) 898-5213 Eugene "Trey" McLeod III (803) 737-3043 Kelley Yarborough Woody (803) 787-9678	12/18/2018	Foreclosure 420	Disposed	12100-03-04/05	
2	2022CP4002140 Allsouth Federal Credit Union vs Richard Gamble , defendant, et al	B. Lindsay Crawford III (803) 790-2626	Kelley Yarborough Woody (803) 787-9678	04/25/2022	Foreclosure 420	Disposed	174106-04-05	
3	2022CP4001878 J P Morgan Mortgage Acquisition Corp vs Geraldine L Natt , defendant, et al	B. Lindsay Crawford III (803) 790-2626		04/11/2022	Foreclosure 420	Disposed		
5	2022CP4004255 Midfirst Bank vs Mario Hemphill , defendant, et al	Adam Geoffrey Carr (843) 297-8485 Thomas A. Shook (843) 576-1072	Robert M. Sneed (864) 282-2100 Tasha B. Thompson (803) 896-9735	08/18/2022	Foreclosure 420	Disposed	17413-07-17	
6	2014CP4006202 Summit Community Association Inc vs Anthony Jewett Smith , defendant, et al	Stephanie Carol Trotter (803) 724-5000		01/16/2015	Foreclosure 420	Disposed		
7	2022CP4000542 Amos Financial Llc , plaintiff, et al vs Otis Morris Jr , defendant, et al	Thomas H. Brush (843) 766-5576 J. Christopher Lanning (843) 766-5576	Michael H. Montgomery (803) 779-3500 Henry Ronald Stanley (803) 799-4700 Joseph Gregory Studemeyer (803) 393-4399	02/01/2022	Foreclosure 420	Disposed	17715-02-07	
8	2019CP4006957 Amos Financial Llc , plaintiff, et al vs Christopher Wright , defendant, et al	Thomas H. Brush (843) 766-5576 J. Christopher Lanning (843) 766-5576	Brian L. Boger (803) 252-2880 Kiera Courtney Dillon (803) 898-5213	03/19/2020	Foreclosure 420	Disposed	16407-08-06	
9	2022CP4005942 Servis One Inc , plaintiff, et al vs Whitney Denton , defendant, et al	Brian Lawrence Campbell (910) 262-3368 John P. Fetner (704) 292-6950 Steven Chauncey Hippoly (347) 746-2612 Matthew Samuel Lindauer (470) 857-8057		11/14/2022	Foreclosure 420	Disposed	R20001-13-15	
10	2022CP4006407 Nationstar	Nicole R. Kuertz (813) 221-4743		12/07/2022	Foreclosure 420	Disposed	R17010-05-12	

23	2022CP4006309	James Martin Page (803) 509-5078 Freedom Mortgage Corporation vs Tyron S Mcfarlan Jr , defendant, et al		12/02/2022	Foreclosure 420	Disposed	R17608-06-06	
24	2022CP4002575	James Martin Page (803) 509-5078 BankUnited N A vs Charles Sharp Jr , defendant, et al		05/17/2022	Foreclosure 420	Disposed	17613-04-19	
25	2022CP4002156	Brook Dangerfield (803) 454-3540 x1716 Mary Winter Clark Dawson (803) 771-7900 x1320 Citizens Bank Na vs Justin Gary Epps , defendant, et al Gregory Thomas Whitley (803) 626-1809	Kiera Courtney Dillon (803) 898-5213 Alexandra Cassidy Glunt (803) 779-3080	05/24/2022	Foreclosure 420	Disposed	25806-03-14	
27	2022CP4002608	Brook Dangerfield (803) 454-3540 x1716 Select Portfolio Servicing Inc vs Gregory Thomas Whitley (803) 626-1809 Kenneth F Russell		05/18/2022	Foreclosure 420	Disposed	R11715-02-09	
28	2022CP4004865	Brook Dangerfield (803) 454-3540 x1716 Mary Winter Clark Dawson (803) 771-7900 x1320 Towd Point Mortgage Trust 2019 4 , plaintiff, et al vs Gregory Thomas Whitley (803) 626-1809 Minor F Cauthen , defendant, et al	Spencer Andrew Syrett (803) 765-2110 Walter B. Todd Jr. (803) 753-7952 Kelley Yarborough Woody (803) 787-9678	09/19/2022	Foreclosure 420	Disposed	13883-03-35	
29	2016CP4000108	Chad Wilson Burgess (803) 454-3540 x1707 Pennymac Loan Services LLC vs Brook Dangerfield (803) 454-3540 x1716 Anna Lynette Reyes , defendant, et al William Price Stork (803) 724-1499 Kristen Elisa Washburn (803) 814-0015	Kelley Yarborough Woody (803) 787-9678 Kenneth Gregory Wooten III (803) 454-3540	01/12/2016	Foreclosure 420	Disposed		
30	2022CP4006527	Brook Dangerfield (803) 454-3540 x1716 First Federal Bank vs Irene L Frazier , defendant, et al Mary Winter Clark Dawson (803) 771-7900 x1320 Gregory Thomas Whitley (803) 626-1809	Kelley Yarborough Woody (803) 787-9678	12/14/2022	Foreclosure 420	Disposed	21912-02-46	
31	2022CP4006190	Brook Dangerfield (803) 454-3540 x1716 Pennymac Loan Services Llc vs Mary Winter Clark Dawson (803) 771-7900 x1320 Lawrence Spann Gregory Thomas Whitley (803) 626-1809		11/25/2022	Foreclosure 420	Disposed	22011-11-05	
32	2022CP4005092	Sarah Oliver Leonard (803) 726-2700 x2741 Bank Of America N A vs Ashley Zarrett Stanley (803) 726-2700 Leon F Elliott , defendant, et al Alan Martin Stewart (803) 726-2700 x2738 Kenneth Gregory Wooten III (803) 726-2700	Lori S. Murray (803) 779-4472	09/29/2022	Foreclosure 420	Hearing Scheduled	R09201-05-08	
33	2022CP4003395	Sarah Oliver Leonard (803) 726-2700 x2741 Lakeview Loan Servicing Llc vs Ashley Zarrett Stanley (803) 726-2700 Cecella Pewu , defendant, et al Kenneth Gregory Wooten III (803) 726-2700		07/06/2022	Foreclosure 420	Disposed	R19711-02-06	
34	2022CP4003977	Sarah Oliver Leonard (803) 726-2700 x2741 Amerihome Mortgage Company Llc vs Ashley Zarrett Stanley (803) 726-2700 Shena Schumacher Skaggs , defendant, et al Kenneth Gregory Wooten III (803) 726-2700		08/02/2022	Foreclosure 420	Disposed	R19211-01-93	
35	2022CP4004958	Sarah Oliver Leonard (803) 726-2700 x2741 Freedom Mortgage Corporation vs Ashley Zarrett Stanley (803) 726-2700 Christopher	Kelley Yarborough Woody (803) 787-9678	09/22/2022	Foreclosure 420	Dismissed	R23110-07-17	

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Case No. 2018-CP-40-04044

Wells Fargo Bank, National Association, not in its individual banking capacity,
but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-
HE1.....Respondent,

vs.

James E. Turner, a/k/a James Turner, Sr.....Appellant

Petition for Writ of Supersedeas

**Enclosure 6:
Record of Hearing, 1 page**

WELLS FARGO BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL OR
BANKING CAPACITY, BUT SOLELY AS TRUSTEE ON BEHALF OF GREEN TREE
MORTGAGE TRUST 2005-HE1

-VS-

JAMES E. TURNER a/k/a JAMES TURNER, SR.; *Et, al.*,

CASE NUMBER: 2018-CP-40-04044

RECORD OF HEARING ON FEBRUARY 12, 2019

Plaintiff is represented by Crawford & von Keller, LLC. The following Defendant(s)/ Person(s) appeared at the hearing: Witness for the Plaintiff, Charles Kervorkian, Defendant James E. Turner aka James Turner, Sr., and his attorney of record Glenn Walters, Sr..

Following a review of the court file, it appears that the Defendants were served and that the case has been properly referred to The Honorable Joseph M. Strickland, Master In Equity for Richland County with authority to issue a final judgment. Plaintiff's attorney offered Exhibit 1 through Exhibit 26 and an Affidavit in support of the Plaintiff's request for an award of attorney's fees as Plaintiff's.

The Plaintiff, having proved its case, was granted Quiet Title to Parcel 05, the foreclosure of its mortgages on Parcel 04 and 05; the Lost Mortgage Satisfaction is rescinded and Plaintiff is entitled to a Judgment of Foreclosure and Sale as prayed for in its Complaint. An attorney's fee of \$24,913.27 was approved, and the judgment debt was set at \$525,635.03 effective May 11, 2023. The property is to be advertised for sale on August 7, 2023.

This Property will be sold subject to the 120 day right of redemption of the United States of America, by and through the its Agency the Internal Revenue Service. The successful bidder will be required to pay interest on the amount of the bid from the date of sale to date of compliance with the bid at the rate of 11.49% per annum.

That a personal or deficiency judgment is being demanded, and the bidding will reopen 30 days after the date of sale.

s/ Theodore von Keller (SC Bar# 5718)
B. Lindsay Crawford, III (SC Bar# 6510)
Theodore von Keller (SC Bar# 5718)
Jason M. Hunter (SC Bar# 101501)
B. Lindsay Crawford, IV (SC Bar# 101707)
Email: court@crawfordvk.com
Attorney for Plaintiff

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Case No. 2018-CP-40-04044

Wells Fargo Bank, National Association, not in its individual banking capacity,
but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-
HE1.....Respondent,

vs.

James E. Turner, a/k/a James Turner, Sr.....Appellant

Petition for Writ of Supersedeas

**Enclosure 7:
Exhibits from Trial:**

- a. Plaintiff's Exhibit 1, 8 pages**
 - b. Exhibit 3, 3 pages**
 - c. Exhibit 5, 2 pages**
-

PLAINTIFF'S
EXHIBIT

1

James Turner
Wells Fargo Bank, NA Vs. Turner, James E. A/K/A James Turner, Sr. Et Al.

Page 16

1 between you and Emergent Mortgage for \$121,500. In your pleadings,
2 you have admitted this note, so I don't need to really ask you about
3 it; but do you remember getting this loan from Emergent Mortgage?

4 A. Well, I don't even remember who the name of the
5 mortgage company was. I remember getting a loan, and I remember
6 paying the loan. And I remember them recording the loan. And now
7 I'm in here today saying -- that they saying, I owe the money again.

8 Q. All right. We're gonna get to all that in just a
9 minute, but let's start -- let's talk about this note for just a
10 minute, Exhibit 5. Turn to the second page in Exhibit 5. That's
11 your signature on Exhibit 5, correct?

12 A. Well, maybe. Maybe it is, maybe it ain't 'cause that
13 ain't how I write right now, but, you know, if it is then that's
14 my signature.

15 Q. Well, you've admitted in your answer that you -- that
16 this is the note that you signed, but I just want you to look over
17 it now. Do you remember -- what was the purpose for this loan,
18 Mr. Turner?

19 A. The purpose of the loan was for the -- to finish the
20 materials probably that I had. I can't remember why I made
21 the loan.

22 Q. Right.

23 A. I made the loan.

24 Q. And you remember, you agreed to make monthly payments
25 starting December of 1996 in \$1,202.29. That was what you agreed

1 to, correct?

2 A. That's right.

3 (Plaintiff's Exhibit 6, Mortgage, was premarked for
4 identification.)

5 BY MR. VON KELLER:

6 Q. All right. And go to the next document which is
7 Exhibit No. 6. This is a mortgage you gave Emergent to secure that
8 loan, correct?

9 A. This is mumbo-jumbo paperwork to me, but I -- you know,
10 I made a loan.

11 Q. Okay. And you gave them a mortgage, you know what a
12 mortgage is don't you, Mr. Turner?

13 A. I do indeed.

14 Q. You gave them a mortgage over 528 Koon Store Road to
15 secure the loan to Emergent. That's what -- the 121,000 we were
16 just talking about, correct?

17 A. Correct.

18 Q. So this is the mortgage that you granted over

19 that property?

20 A. Correct.

21 Q. Okay. And you understood when you signed this mortgage
22 that you were agreeing to make payments on this for 30 years, it was
23 a 30-year mortgage?

24 A. I paid it off before that.

25 Q. Okay. We'll get to that in a minute, but that's what

FILED
96 DEC 19 AM 11:17
REGISTER OF DEEDS
RICHLAND COUNTY, SOUTH CAROLINA
121 GRADE DRIVE
HARTLEY, SC 29940
DEC 19 1996
152390

[Not Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 6th day of November, 1996.
The mortgagor is JAMES H. TURNER

This Security Instrument is given to TIMBERHUNT MORTGAGE CORP., A CORPORATION, which is organized and existing under the laws of the State of SOUTH CAROLINA, and whose address is 206 GARVIN STREET, PICKENS, SC 29681. ("Mortgagee")

Borrower owes Lender the principal sum of ONE HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$121,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 11, 2025. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, due and payable under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's obligations and covenants under this Security Instrument and the Note. For the purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in RICHLAND County, South Carolina:

THE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 520 KOON STONE ROAD,
South Carolina 29703
[29703]

COLUMBIA,
("Property Address")

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend beneficially the title to the Property against all claims and demands, subject to any encumbrances of record.

This Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

SOUTH CAROLINA - Single Family - MORTGAGE

11/96 Page 1 of 6 Pages

PLAINTIFF'S
EXHIBIT

6

M2050 P.0517

Uniform Covenant. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest, Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by this Note and any prepayment and late charges due under this Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under this Note, until the Note is paid in full, a sum (Funds) for (a) yearly taxes and assessments which may attach validly over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property; if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any taxes payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to this loan sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, institutionally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an exception is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall also to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purposes for which each debit to the Funds was made. The Funds are subject to additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly installments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 11, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges and Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions, attributable to the Property which may attach validly over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly to the agency owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or defects against, discharge of the lien by, legal proceedings which in the lender's opinion are likely to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement not to foreclose on the Property subject to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach validly over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or liens or one or more of the liens set forth above within 10 days of the date of notice.

5. **Insurance or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards including flood or flooding, for which Lender requires insurance. The insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's interest in the Property in accordance with paragraph 7.

All insurance policies and coverages shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to take the policies and receipts. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not harmed. If the restoration or repair is not economically feasible or Lender's security would be harmed, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may elect the insurance proceeds. Lender may use the proceeds in repair or rebuild the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2 the Property is acquired by Lender, Borrower's right in any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Discontinuance and Protection of the Property.** Borrower's Loan Application Contingent. Borrower shall occupy, maintain, and use the Property as Borrower's principal residence within 30 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extraordinary circumstances exist when a more rapid Borrower's change, Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property.

Loan No: 64207

M2058 P0510

Date 10/1/98

Borrower shall be in default if any foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate as provided in paragraph 10, foreclosure of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, the condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and relating to the Property to make repairs. (Although Lender may take action under this paragraph, Lender does not have to do so.)

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If for any reason the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage to Lender each month in an amount equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and collect these payments as a condition of maintaining the mortgage insurance coverage. Lender reserves the right to require that the mortgage insurance coverage be maintained by Lender until the mortgage insurance coverage is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. (10) Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conversion in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by the Security Instrument shall be reduced by the amount of the proceeds delivered by the following deadline: (a) the total amount of the sums secured immediately before the taking, added by (b) the fair market value of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not then due.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condempnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forfeiture by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or failure to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound. Joint and Several Liability Co-Debtors. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-owns and conveys that Borrower's interest in the Property under the terms of this Security Instrument only to a mortgagee, obligated to pay the sums secured by this Security Instrument and (c) agree that Lender and any other Borrower may take without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charges shall be reduced by the amount necessary to reduce the charges to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may elect to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

M2050 P 0519

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) and Borrower is not a natural person, without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

18. **Borrower's Right to Reimburse.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days for each other period as applicable law may specify for reinstatement before any of the Property pursuant to any power of sale contained in this Security Instrument or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including but not limited to, reasonable attorney's fees of \$5,000 of the sum due under the Note described above or the amount allowable under applicable state law; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note.** Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower knows, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, lead-based paint, radon, and toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal law and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration Remedies.** Following Borrower's breach of any covenant or agreement in this Security Instrument, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including but not limited to, reasonable attorney's fees of \$5,000 of the sums due under the Note described above or the amount allowable under applicable state law and costs of this evidence, all of which shall be additional sums secured by this Security Instrument.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. **Waiver.** Borrower waives all rights of redemption or suspension in the Property.

24. **Future Advances.** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred (100%) of the original principal amount of the Note plus interest thereon, attorney's fees of \$5,000 of the sums due under the Note described above or the amount allowable under applicable state law and court costs.

Exhibit A

M2050 P0520

pd 3

All that certain place, parcel or lot of land, with any improvements thereon, containing two (2) acres, situate, lying and being on S.C. Road 8-61, approximately five (5) miles North of the City of Columbia, in the County of Richland, State of South Carolina, the same being shown on Plat prepared for James B. Turner by B.P. Barber & Associates, Inc., Engineers, dated March 1, 1983, and recorded in the Office of the RMC for Richland County in Plat Book "4" at page 4913, said property being described on said plat as follows: commencing at an iron on the right-of-way of S.C. Road 8-61 and running S 74-01-45 W for a distance of 66.48 feet to an iron, and continuing S 76-53-25 W for a distance of 83.82 feet to an iron, along the right-of-way of said S.C. Road 8-61, thence turning and running S 1-55-45 W for a distance of 583.47 feet along property of C.S.W. Co. to an iron, thence turning and running N 82-57-10 W for a distance of 146.71 feet along undesignated property to an iron, thence turning and running N 1-54-13 W for a distance of 600.71 feet along property of C.S.W. Co. to the point of commencement. Be all measurements a little more or less.

Derivation: Deed Book D648 at page 990 from C.S.W. Company to James B. Turner dated 3/11/83 and recorded 8/4/83 in the RMC Office for Richland County.

TMS: 12100-03-04.

Property Address: 538 Koon Shore Road, Columbia, SC 29203

ALSO:

ALL PC 4
ALSO
Paying

All that certain place, parcel or lot of land, with the improvements thereon, situate, lying and being approximately five miles North of Columbia, South Carolina, in the County of Richland, State of South Carolina, and being shown as 1.00 acre on a plat prepared for C.S.W. Co. by B.P. Barber & Assoc., Inc., Engineers, dated October 7, 1982. Said parcel of land being bounded and measuring as follows: Bounded on the North by the highway right-of-way of South Carolina Road 8-61 whereon it measures 120.0' feet; on the East by lands of C.S.W. Co. whereon it measures 364.7' feet; on the South by lands of C.S.W. Co. whereon it measures 120.0' feet; and on the West by lands of C.S.W. Co. whereon it measures 364.7' feet. Be all measurements a little more or less.

Derivation: Deed Book Deed Book at page from United States of American to Cynthia Laketa Turner, Amended in Deed Book at page to James Turner, Deed Book D632 at page 65 from C.S.W. Co. to William S. Jackson and Sandra R. Jackson dated 1/3/83 and recorded 1/3/83 in the RMC Office for Richland County.

TMS: 12100-03-06

Property Address: 536 Koon Shore Road, Columbia, SC 29203

MAY TURNER

BK 781/1219 4-14-83

Loan No: 91207

M2058 P0524

Date ID: 950

28. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Origination Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ Other(s) (specify) | | |

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of

Susan R. Goodman Jeannie W. Sharpe
First Witness to the signature(s) below Second Witness to the signature(s) below

James E. Turner (Seal)
JAMES E. TURNER - Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

State of SOUTH CAROLINA
County of Richland

(Space Below This Line For Acknowledgment)

Personally appeared before me the undersigned who being duly sworn says that he/she is the above named JAMES E. TURNER sign, seal, and, at his set and deed, deliver the above written instrument and that he, with Susan R. Goodman witnessed the due execution thereof.

Sworn to before me this 04th day of Nov, 1996

My commission expires 11/14/00

Jeannie W. Sharpe (Seal)
Notary Public in and for SC
Susan R. Goodman (Printed Name)

James Turner
Wells Fargo Bank, NA Vs. Turner, James E. A/K/A James Turner, Sr. Et Al.

March 11, 2022

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1 A. What other evidence do I need? Because this is a
2 document, legal document, showing that I paid and I paid it.
3 So what you-all trying to do is say that I didn't pay it. Why would
4 you-all do that?

5 Q. And I'm gonna explain that to you in just a minute, but
6 what I need to know from you is what -- if you're contending that
7 this document was done because you paid the loan in full, what other
8 evidence do you have?

9 Do you have any -- I've asked your attorney to provide me
10 with payment records from you, I've received nothing. Do you have
11 any payment records that show that you made all of the payments on
12 this loan?

13 A. I paid the people that I made the loan to, and it seems
14 like to me, we need to bring the people in here that I paid, and let
15 them speak and say where the record's at. And let's put that on
16 the table.

17 Q. Okay. Well, let's do this, answer my question if you
18 will first. Do you have any records that show that you paid loan
19 number one in full, canceled checks, any kind of records whatsoever
20 that would establish that?

21 A. It's been a long time ago.

22 Q. That's right. So, yes, or, no?

23 A. And I don't have, that I can remember, anything.

24 Q. Okay. To the -- so is it fair to say to the best of
25 your knowledge other than Exhibit 15, you have no records that would

March 11, 2022

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1 reflect that you paid loan number one off in full?

2 A. Like I said, I paid this in full. This is a legal,
3 binding document that shows that it is, so I don't see why we would
4 try to make it illegal and say it ain't.

5 Q. I'm gonna get to that in just a minute.

6 A. Okay. Well, let's get the people in here that I paid,
7 and then --

8 Q. What I need you to do, Mr. Turner, is I need you to
9 answer my questions, and then you can say whatever it is you want.

10 A. Okay.

11 Q. But my question to you is is do you have any records
12 other than Exhibit 15 that would show that you paid this loan off
13 in full?

14 A. How long would it take me to get that paper there?

15 Q. I don't understand. First of all, I'm asking you the
16 questions here, and you're not asking me.

17 A. All right.

18 Q. But I want you to answer my question, please. Do you
19 have any documents that show that you paid loan number one off
20 in full?

21 A. Not that I know of.

22 Q. Okay. All right.

23 A. Not saying that it's not, but I said, not that I
24 know of.

25 Q. Well, I served your client -- your attorney a long time

March 11, 2022

Page 43

1 ago with requests for production for payments, and I've received
2 nothing from you --

3 A. Because --

4 Q. -- and that's been months.

5 A. Because we didn't find anything.

6 Q. Okay. Is there any other place where you might
7 find them?

8 A. Not that I know of.

9 (Plaintiff's Exhibit 16, Loan Assignment, was premarked for
10 identification.)

11 BY MR. VON KELLER:

12 Q. All right. So now let's talk about this for a minute,
13 you asked me why I don't believe that Exhibit 15 is a binding, legal
14 document. So let's talk about that for just a minute. Go to
15 Exhibit 16, please in your stack. All right. What I'm showing you

16 is an assignment of a mortgage, and this is the assignment. If
17 you'll note, it is the assignment of the loan for \$121,500 to
18 Emergent Mortgage, dated December 17, 1996, and in this document,
19 Emergent Mortgage is assigning it to Carolina Investors, and that's
20 done December 19, 1996.

21 You see this date? So what Exhibit 16 is showing is that
22 on December 19, 1996, the lender on this mortgage, Emergent Mortgage,
23 is conveying the property to Carolina Investors; do you see that,
24 Mr. Turner?

25 A. I'm looking.



Instrument: 2007000400

Book/Page: R 1064 : 1234

Date/Time: 10/07/2007 15:10:00

Document: 01

LOST MORTGAGE SATISFACTION

The debt hereby secured is paid in full and the lien of this instrument is satisfied, being mortgage given by James Turner to Emergent Mortgage Corp in the amount of One Hundred Twenty One Thousand Five Hundred and No/100 (\$121,500.00) Dollars, dated December 19th 1996 and recorded in the Office of The Register of Men's Conveyance for Richland County on December 19th, 1996 in Mortgage Book M2058 At Page 0522, being the holder and owner thereof,

WITNESS its Hand this 5th day of Oct. 2007

IN PRESENT OF:

EMERGENT MORTGAGE CORP

CORPORATION

David Robinson

BY:

Carl Jackson

Witness

Officer

BY:

Notary Public

STATE OF SOUTH CAROLINA

COUNTY OF Richland Co

PERSONALLY appeared

David Robinson

and made oath

That she/he saw the within-named

Carl Jackson

by

is

sign purposes

Therein mentioned, and that she/he with

witnessed the execution thereof.

Notary Public Connex 8/15/2015Sworn to before me this OCT 5 day of 2007Connex

Notary Public for South Carolina (L-5)

STATE OF SOUTH CAROLINA

COUNTY OF Richland Co

Book 1384-1234

2007000400 10/07/2007 15:10:00

Fee: \$0.00 County Tax: \$0.00

Lost Mortgage Satisfaction

State Tax: \$0.00

2007000400 Alabama W. Reddin Richland County ROD

Instrument: 2007080480

Book/Pool: R 1304: 1235

Date/Time: 10/05/2007 10:10:00:100

Document: 01

PAGE 2

LOST MORTGAGE SATISFACTION

PERSONALLY appeared before me Carl Jackson, who being duly sworn says
That said corporation is the bona fide owner and holder of the above mortgage and that the same has not
been assigned, hypothecated or otherwise disposed of, and that the same has been lost or destroyed and

After diligent search cannot be found.

SWORN TO before me this 5th OCT 2007 By Tina Smith

Witness

Day of Aug 15 200 5:00 PMTina Smith

Notary Public for South Carolina (U.S.)



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Wells Fargo Bank, National Association,
not in its individual or banking capacity,
but solely as Trustee on behalf of Green
Tree Mortgage Trust 2005-HE1

Plaintiff,

-vs-

James E. Turner a/k/a James Turner, Sr.;
Et al.

Defendant(s)

IN THE COURT OF COMMON PLEAS

CASE NO. 2018-CP-40-04044

**MASTER IN EQUITY'S ORDER AND
JUDGMENT OF FORECLOSURE AND
SALE
(Deficiency Judgment Waived)**

TO:

Theodore von Keller, Esquire
B. Lindsay Crawford, III, Esquire
Jason M. Hunter, Esquire
B. Lindsay Crawford, IV, Esquire
Crawford & von Keller, LLC.
PO Box 4216
1640 St. Julian Place (29204)
Columbia, SC 29204
Email: court@crawfordvk.com
Ukeba Henry
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Kelley Y. Woody, Esq.
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Columbia, SC 29260

Glenn Walters, Sr., Esq.
PO Box 1346
Orangeburg, SC 29116
Attorney of Record for Defendant
James E. Turner aka James Turner Sr.

E.B. "Trey" McLeod, III, Esq.
South Carolina Department of Employment
and Workforce
PO Box 8597
Columbia, SC 29202

ADT Security Services, Inc.
c/o CT Corporation System, as Registered
Agent

ELECTRONICALLY FILED - 2023 Jun 15 12:57 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4004044

2 Office Park Court Suite 103
Columbia, SC 29223

South Carolina Department of Social
Services
1535 Confederate Avenue
Columbia, SC 29201

South Carolina Department of Revenue
Office of General Counsel
300-A Outlet Pointe Blvd.
Columbia, SC 29210

George J. Conits, AUSA
United States Attorney's Office
District of South Carolina
55 Beattie Place, Ste 700
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Attorney for the United States of America
acting by and through its agency the Internal
Revenue Service

William E. Bird, Esq.
Bird and Smith, P.A.
1712 Saint Julian Place Suite 102 Columbia,
SC 29204
Attorney for the Defendant, The Estate of
Willie Henry, Sr.

Cynthia McGriff
528 Koon Store Road
Columbia, SC 29203

Kenyon Henry
3113 Scottcrest Way
Waxhaw, NC 28173-7476

Akeem Henry
Inmate #324823 Marion Unit-B Wing, Cell
#260
Broad River Correctional Facility
4460 Broad River Road

Cynthia Lakeitha Turner
532 Koon Store Road
Columbia, SC 29203

Mary Louise Turner
3650 US Highway 321

Winnsboro, SC 29180

Willie Henry
213 Bridgecreek Drive
Columbia, SC 29229

Emergent Mortgage Corporation
55 Beattie Place
Greenville, SC 29607

Wells Fargo Bank, National Association fka
Wachovia Bank National Assoc
Corporation Service Company as Registered
Agent
1703 Laurel Street
Columbia, SC 29201

Lisa Washington
148 Brewers Oak Lane
West Columbia, SC 29169

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred by Order of Reference to the undersigned Master In Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final judgment in the cause. Any appeal from the decision of the Master in Equity shall be directly to the South Carolina Court of Appeals.

Following the filing of a *Lis Pendens*, Summons, and Complaint, Defendant James E. Turner aka James Turner Sr. filed a timely Answer *pro se*, later engaging counsel as indicated above. Plaintiff filed a motion for summary judgment on June 10, 2021, which was later denied by the Court. Pursuant to the aforesaid reference, a hearing was held on the merits of the instant action on May 11, 2023 at the Richland County Judicial Center located at 1701 Main Street, Columbia, SC 29201. In attendance was counsel for the Plaintiff and Charles Kervorkian, serving as records custodian and witness for the Plaintiff; and Defendant James E. Turner aka James Turner Sr. with counsel.

Testimony was taken from Mr. Kervorkian for the Plaintiff and Defendant James E. Turner aka James Turner Sr. Both sides presented evidence through their respective counsel. Based upon the proof made

of the facts and circumstances alleged in the pleadings, through the aforesaid testimony, and evidence presented, I find, conclude and order as follows:

FINDINGS OF FACT:

1. The *Lis Pendens* was filed on July 31, 2018.
2. The Summons and Complaint were filed on July 31, 2018.
3. Service was made upon the Defendants named in this Report as is shown by the proof of service filed herein.
4. The Defendants, Cynthia McGriff, Mary Louise Turner, Willie Henry, Emergent Mortgage Corporation, Wells Fargo Bank, National Association fka Wachovia Bank National Association, Lisa Washington, ADT Security Services Inc., Willie E. Henry Jr, Ukeba Henry, and Kenyon Henry are in default as shown by Affidavit filed herein.
5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Service Members Civil Relief Act.
6. The Defendants were notified of the time, date and place of hearing in this matter.
7. I find as a fact that the Plaintiff laid a proper foundation for Mr. Kevorkian to testify as records custodian for the Plaintiff and for the entry of the customer file of the Defendant pursuant to the South Carolina Business Records Act.

FINDINGS OF FACT AS TO PLAINTIFF'S FIRST CAUSE OF ACTION
(Quiet Title)

8. That on July 12, 1996, real property identified as Richland County tax map number 12100-03-05 containing 1.0 acres was sold by the Honorable Joseph F. Anderson, Jr., United States District Judge. Defendant, James Turner, was the high bidder at said sale. (Real property identified as Richland County tax map number 12100-03-05 is hereinafter referred to as the "05 PARCEL.")
9. That by deed dated July 24, 1996 and recorded October 7, 1996 in the Office of the Register of Deeds for Richland County in Book 1342 at Page 585 (hereinafter referred to as "ORIGINAL

MARSHALL'S DEED"), The U.S. Marshall for the District of South Carolina did convey the 05 PARCEL unto Cynthia Lakeitha Turner.

10. That by Amended Deed dated August 21, 1996 and recorded October 8, 1996 in the Office of the Register of Deeds for Richland County in Book 1342 at Page 610 (hereinafter referred to as "AMENDED MARSHALL'S DEED"), The U.S. Marshall for the District of South Carolina did convey the 05 PARCEL unto Defendant James Turner.

11. That the ORIGINAL MARSHALL'S DEED was recorded in error, and Defendant Cynthia Lakeitha Turner has no right, title, or interest in the 05 PARCEL.

12. Attorney Glenn Walters informed the Court at the summary judgment hearing on June 10, 2021 that he was representing Cynthia Lakeitha Turner, at which point the Court dismissed the Guardian ad litem from any duties representing Cynthia Lakeitha Turner.

13. At trial Mr. Walters informed the court that Cynthia Lakeitha Turner asserted no interest in the 05 PARCEL.

14. That by deed dated September 04, 2001, and recorded September 04, 2001 in the Office of the Register of Deeds for Richland County in Book 561 at Page 2948, Frazella D. Delaney conveyed real property identified as Richland County tax map number 12100-03-09 and further described as being a 1.0 acre tract known as Parcel B unto Defendant James Turner. (Real property identified as Richland County tax map number 12100-03-09 is hereinafter referred to as "09 PARCEL")

15. That by deed dated December 2, 2002 and recorded April 14, 2003, in the Office of the Register of Deeds for Richland County in Book 781 at Page 1219 Defendant James Turner conveyed two one acre tracts identified only as being the 05 PARCEL unto to Mary Louise Turner.

16. That the deed referenced in paragraph 11 above (hereinafter referred to as the "MARY LOUISE TURNER DEED") should have described the property being conveyed as being both the 05 PARCEL and 09 PARCEL.

17. That subsequently, Mary Louise Turner conveyed the 05 PARCEL and 09 PARCEL unto Cynthia McGriff and Willie Henry. Said deed being dated November 30, 2006 and recorded December 1, 2006 in the Office of the Register of Deeds for Richland County in Book 1257 at Page 2396.
18. That based upon Mary Louise Turner's subsequent conveyance of both the 05 PARCEL and the 09 PARCEL, Plaintiff is entitled to an order reforming the MARY LOUISE TURNER DEED to properly described the conveyed property as being both the 05 PARCEL and 09 PARCEL.
19. That by deed dated March 29, 2007, and recorded April 05, 2007, in the Office of the Register of Deeds for Richland County in Book 1300 at Page 1, Defendant James Turner conveyed the 05 PARCEL unto Willie Henry. (hereinafter referred to as the "WILLIE HENRY DEED").
20. That the WILLIE HENRY DEED did not accomplish the transfer of the 05 PARCEL as said land had been previously conveyed unto Mary Louis Turner (see MARY LOUISE TURNER DEED). Therefore, Plaintiff is entitled to an order confirming that the WILLIE HENRY DEED referenced above did not convey title to the 05 PARCEL.
21. That by deed dated August 24, 2007, Willie Henry conveyed his one-half (1/2) interest in the 05 PARCEL unto Charlene Manning (hereinafter the "CHARLENE MANNING DEED"). Said deed being recorded September 06, 2007 in the Office of the Register of Deeds for Richland County in Book 1355 at Page 860.
22. That by deed dated June 18, 2012, Charlene Manning conveyed her one-half (1/2) interest in the 05 PARCEL unto Cynthia McGriff (hereinafter the "CYNTHIA MCGRIFF DEED"). Said deed being recorded June 18, 2012, in the Office of the Register of Deeds for Richland County in Book 1772 at Page 2643.
23. That, based on the above series of transactions, Cynthia McGriff is the current owner in fee simple of the 05 PARCEL.
24. That Plaintiff is entitled to an order quieting title to the 05 PARCEL in the name of Cynthia McGriff and the derivation should reflect the correct chain of title.

FINDINGS OF FACT AS TO SECOND CAUSE OF ACTION
(Mortgage Foreclosure as to Mortgage 1)

25. That on November 6, 1996, for value received, James E. Turner executed and delivered to Emergent Mortgage Corp. a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to Emergent Mortgage Corp. the sum of \$121,500.00, together with interest thereon at the yearly rate of 11.49% per annum. Said note is hereinafter referred to as "Note 1."

26. That in order to better secure the payment of Note 1 and debt, in accordance with the terms and conditions thereof, the said James E. Turner executed and delivered on November 6, 1996 a mortgage (hereinafter referred to as "Mortgage 1"), of real estate to Emergent Mortgage Corp., its successors and assigns, covering the following described property:

All that certain piece, parcel or lot of land, with any improvements thereon, containing two (2) acres, situate, lying and being on S.C. Road S-61, approximately five (5) miles North of the City of Columbia, in the County of Richland, State of South Carolina, the same being shown on Plat prepared for James E. Turner by B.P. Barber & Associates, Inc., Engineers, dated March 1, 1983, and recorded in the Office of the RMC for Richland County in Plat Book "Z" at page 4913, said property being described on said plat as follows: commencing at an iron on the right-of-way of S.C. Road S-61 and running S 74-01-45 E for a distance of 66.48 feet to an iron, and continuing S 76-53-25 E for a distance of 83.52 feet to an iron, along the right-of-way of said S.C. Road S-61, thence turning and running S 1-55-56 W for a distance of 589.47 feet along property of C.S.W. Co. to an iron; thence turning and running N 82-57-18 W for a distance of 146.71 feet along undesignated property to an iron; thence turning and running N 1-54-13 E for a distance of 608.71 feet along property of C.S.W. Co. to the point of commencement. Be all measurements a little more or less.

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ALSO

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being approximately five miles North of Columbia, South Carolina, in the County of Richland, State of South Carolina, and being shown as 1.00 acre on a plat prepared for C.S.W., Co by B.P. Barber & Assoc., Inc., Engineers, dated October 7, 1982. Said parcel of land being bounded and measuring as follows: Bounded on the North by the highway right-of-way of South Carolina Road S-61 whereon it measures 120.0' feet; on the East by lands of C.S.W. Co. whereon it measures 364.7' feet; on the South by lands of C.S.E. Co. whereon it measures 120.0 feet; and on the West by lands of C.S.E. Co. whereon it measures 364.7' feet. Be all measurements a little more or less.

TMS: 12100-03-05

27. That on December 19, 1996, said mortgage was recorded in the Office of the Register of Deeds for Richland County in Book 2058 at Page 516.
28. That by Assignment of Mortgage recorded December 19, 1996 in Book M2058 at Page 522, the subject mortgage was assigned by Emergent Mortgage Corporation unto Carolina Investors, Inc.
29. That Carolina Investors, Inc. assigned the subject mortgage unto Plaintiff, Wells Fargo Bank, Nation Association, not in its individual or banking capacity, but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-HE1. Said assignment of mortgage cannot be located as evidenced by the Affidavit of Lost Assignment recorded May 25, 2018 in the Office of the Register of Deeds for Richland County in Book 2306 at Page 1330. By virtue of said assignment, Plaintiff is the holder said Note and Mortgage and entitled to enforce the same. No Defendant has raised any issues related to Plaintiff's standing to prosecute this action.
30. That said Mortgage 1 evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a first lien on the mortgaged premises.
31. That Plaintiff in this action is the mortgagee of record and owner and holder of the Note and Mortgage it is seeking to foreclose.
32. The Defendant James E Turner admitted the signing of Note 1 and Mortgage 1 in his Answer, in his sworn deposition, and at trial and admitted that he agreed to pay the sums set forth in Note 1.
33. The title holder of record of the 04 PARCEL as of the filing of the Lis Pendens in this action was James E. Turner, who was the original mortgagor and the title holder of record of 05 PARCEL as of the filing of the Lis Pendens in this action is Cynthia McGriff..
34. Payment due on the Note 1 has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note 1 and Mortgage 1 in the hands of its attorney of record herein for collection.

FINDING OF FACT AS TO THE THIRD CAUSE OF ACTION
(Declaratory Judgment)

35. That on October 05, 2007, Emergent Mortgage Corp filed a "Lost Mortgage Satisfaction" as to Mortgage 1 above. Said Lost Mortgage Satisfaction being filed in the Office of the Register of Deeds for Richland County in Book 1364 at Page 1234.

36. That prior to the filing of said Lost Mortgage Satisfaction, Emergent Mortgage Corp. had already assigned Mortgage 1 unto Carolina Investors Inc., and therefore, Emergent Mortgage Corp. was not the owner/holder of the subject mortgage and thus had no legal authority to satisfy Mortgage 1.

37. That the Defendant failed to provide any evidence that the Lost Mortgage Satisfaction was a valid legal document.

38. That Plaintiff is entitled to an order of this court declaring the Lost Mortgage Satisfaction referenced above had no legal effect on Mortgage 1, thereby rescinding the Lost Mortgage Satisfaction of record and further declaring that Mortgage 1 remains unsatisfied.

FINDINGS OF FACT AS TO THE FOURTH CAUSE OF ACTION
(Mortgage Foreclosure as to Mortgage 2)

39. That on or about February 12, 1997, for value received, James E. Turner executed and delivered to Green Tree Financial Servicing Corporation a certain promissory note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to Green Tree Financial Servicing Corporation the sum of \$55,250.00, together with interest thereon at the yearly rate of 12.00% per annum. Said note is hereinafter referred to as "Note 2"

40. That in order to better secure the payment of Note 2 and debt, in accordance with the terms and conditions thereof, the said James E. Turner executed and delivered on February 12, 1997, a mortgage (hereinafter referred to as "Mortgage 2"), of real estate to Green Tree Financial Servicing Corporation its successors and assigns, covering the following described property:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being approximately five miles North of Columbia, South Carolina, in the County of Richland, State of South Carolina, and being shown as 1.00 acre on a plat prepared for C.S.W., Co by B.P. Barber & Assoc., Inc., Engineers, dated October 7, 1982. Said parcel of land being bounded and measuring as follows: Bounded on the North by the highway right-of-way of South Carolina Road S-61 whereon it measures 120.0' feet; on the East by lands of C.S.W. Co. whereon it measures 364.7' feet; on the South by lands of C.S.E. Co. whereon it measures 120.0 feet; and on the West by lands of C.S.E. Co. whereon it measures 364.7' feet. Be all measurements a little more or less.

TMS: 12100-03-05

41. That on February 21, 1997, said mortgage was recorded in the Office of the Register of Deeds for Richland County in Book 2080 at Page 0253.

41. That by Assignment of Mortgage dated April 16, 2018 and recorded April 27, 2018 in Book 2298 at Page 2401, the subject mortgage was assigned by Ditech Financial LLC f/k/a Green Tree Servicing LLC f/k/a Conesco Finance Servicing Corp. f/k/a Green Tree Financial Servicing Corporation unto Plaintiff, Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of the Green Tree Mortgage Loan Trust 2005-HE1. By virtue of said assignment, Plaintiff is the holder said Note and Mortgage and entitled to enforce the same.

42. That said Mortgage 2 evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes a second lien on the mortgaged premises.

43. That Plaintiff in this action is the mortgagee of record and owner and holder of the Note-2 and Mortgage 2 it is seeking to foreclose.

44. The Defendant James E Turner admitted the signing of the Note 2 and Mortgage 2 in his answer, in his deposition, and at trial and admitted that he agreed to pay the sums set forth in the Note 2

45. The title holder of record of the subject property as of the filing of the Lis Pendens in this action was Cynthia McGriff.

46. Payment due on Note 2 has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note 2 and Mortgage 2 in the hands of its attorney of record herein for collection

JUDGMENT DEBT CALCULATIONS

47. Having specifically considered each of the following: the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time and labor devoted to the case, including reviewing the various loan documents, performing the title search,

preparing, filing and serving the pleadings, preparing for the hearing, including preparing the judgment and other documents requested by the Court, attending the hearing, preparing for and attending the sale, and preparing any post-sale documents requested by the Court; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$20,857.50 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the Note and Mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

48. The plaintiffs representative, Charles Kevorkian, testified that he had reviewed the payment history of the defendant which were properly admitted into evidence

49. The amount due and owing on the Note 1 and Mortgage 1, with interest at the rate provided in the Notes, and other costs and expenses of collection, including attorney's fees, secured by the Note 1 and Mortgage 1, is as follows:

Note 1 Unpaid Principal Balance	\$108,986.26
Deferred Principal	\$20,086.85
Interest from October 11, 2008, to May 11, 2023 at 11.49000% per annum	\$139,114.47
Late Charges	\$6,990.31
Escrow	\$16,399.10
Corporate Advances	\$42,946.82
Insurance	\$18,646.86

Total Debt secured by Note 1 and Mortgage 1, including interest to date of hearing:

\$353,170.67

Any additional fees or costs for the period from the date shown above through the date of this judgment, at above stated rate, may be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein, and interest after the date of judgment at the rate of 11.49000% per annum, pursuant to the terms of the note and mortgage, on the judgment debt should be added to such

judgment debt to comprise the amount of the Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

50. The amount due and owing on the Note 2 and Mortgage 2, with interest at the rate provided in the Notes, and other costs and expenses of collection, including attorney's fees, secured by the Note 2 and Mortgage 2, is as follows:

Note 2 Unpaid Principal Balance	\$50,091.71
Deferred Principal	\$8,195.15
Interest from September 20, 2008, to May 11, 2023 at 12.000% per annum	\$67,874.28
Late Charges	\$2,437.32
Escrow	\$22,296.28
Corporate Advances	\$21,569.62

Total Debt secured by Note 2 and Mortgage 2, including interest to date of hearing: \$172,464.36

Any additional fees or costs for the period from the date shown above through the date of this judgment, at above stated rate, may be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein, and interest after the date of judgment at the rate of 12.000% per annum, pursuant to the terms of the note and mortgage, on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

51. That the TOTAL DEBT secured by Notes 1 and 2 and Mortgages 1 and 2, including attorney's fees and costs outlined in paragraph 42 above is \$525,635.03.

52. The Plaintiff is seeking foreclosure of its mortgage and is seeking its right to a personal and/or deficiency judgment.

53. That Willie Henry Sr., is deceased; that Willie Henry Sr. died on April 6, 2016; and that Willie Henry Sr. died testate.

54. That the plaintiff has information as to the devisee(s) and/or possible heirs-at-law of Willie Henry Sr. since an estate for said decedent has been filed in the Office of the Probate Court for Richland County, Case No.: 2016-ES-40-00871; that for that reason, Willie E. Henry, Jr., Ukeba K. Henry, Kenyon Henry and Akeem Henry is/are made party-defendant(s) herein; that no Deed of Distribution

has been filed in the Office of the Probate Court for Richland County; that for that reason, there may be unknown persons who have, or may claim to have, an interest in the mortgaged property; that for that reason, John Doe and Richard Roe are made party-defendants herein, as classes representing said unknown persons; and that any interest claimed by said known and unknown Defendants is junior and subordinate to the Plaintiff's mortgage.

55. Kelley Y. Woody, a member of the South Carolina Bar, was appointed as attorney for each Defendant Cynthia Lakeitha Turner, who is or may be in the military service within the meaning of the Service members Civil Relief, and she has filed an Answer, appeared, and actively participated on behalf of such Defendant. The sum of \$500.00 is a reasonable attorney's fee to allow for such attorney's services rendered herein until final adjudication of the within action. That at the summary judgment hearing on June 10, 2022, Glenn Walters advised the Court that he was representing Cynthia Lakeitha Turner, at which point the Court dismissed Kelley Y. Woody, from any Guardian ad litem duties representing Cynthia Lakeitha Turner. At trial Mr. Walters informed the court that Cynthia Lakeitha Turner asserted no interest in the 05 PARCEL.

56. Kelley Y. Woody, a member of the South Carolina Bar, has been appointed as attorney for each Defendant who is incarcerated, and he has filed an Answer, appeared and actively participated on behalf of such Defendant. The sum of \$500.00 is a reasonable attorney's fee to allow for such attorney's services rendered herein until final adjudication of the within action. The fact that the Defendant(s), Akeem Henry, is/are incarcerated has not prejudiced his/her/their right to a defense.

57. The following Defendant(s), claim or may claim lien/liens upon or interest in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such junior lien claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. The said Defendant(s) and such claim(s) or lien(s) is/are as follows:

- a) That the Defendant, South Carolina Department of Employment and Workforce, may have or claim to have an interest in the subject property by virtue of a judgment against

Little Ones Child Care Center LLC, in the original amount of \$24,031.42, filed in Richland County on January 12, 2015, in Judgment Roll No. Book 1998 at Page 2550. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

- b) That the Defendant, ADT Security Services, Inc., may have or claim to have an interest in the subject property by virtue of a judgment against Little Ones Child Care Center LLC, in the original amount of \$10,194.81, filed in Richland County on January 25, 2012, in Judgment Roll No. 2011-CP-40-06077. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
- c) That the Defendant, South Carolina Department of Social Services, may have or claim to have an interest in the subject property including but not limited to a judgment against James Turner, in the original amount of \$, filed in Richland County on August 10, 2011, in Judgment Roll No. 2008-DR-40-2679. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
- d) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Little Ones Child Care Center LLC in the Richland County Records as follows: Tax Lien # 3-51442006-5. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- e) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Little Ones Child Care Center LLC in the Richland County Records as follows: Tax Lien # 416334. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- f) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Little Ones Child Care Center LLC in the Richland County Records as follows: Tax Lien # 3-51442006-5. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- g) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Cynthia McGriff in the Richland County Records as follows: Tax Lien # 3-51017188-0. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- h) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Cynthia McGriff in the Richland County Records as follows: Tax Lien # 3-51201191-5. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- i) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Cynthia McGriff in the Richland County Records as follows: Tax Lien # 3-51190459-5. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.

- j) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Cynthia McGriff in the Richland County Records as follows: Tax Lien # 3-51201192-2. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- k) That the Defendant, South Carolina Department of Revenue, may have or claim to have an interest in the subject property including but not limited to a certain tax lien filed against Cynthia McGriff in the Richland County Records as follows: Tax Lien # 3-51311344-9. Said tax lien is junior and subordinate to the lien of the Plaintiff herein.
- l) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 833980911. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- m) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 833980911. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- n) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia McGriff, as follows: Tax Lien # 839165111. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- o) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia McGriff, as follows: Tax Lien # 940735113. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- p) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia McGriff, as follows: Tax Lien # 940735113. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- q) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia L. McGriff, as follows: Tax Lien # 973004213. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.

- r) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 999733914. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- s) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 999733914. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- t) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Cynthia L. McGriff, as follows: Tax Lien # 813474911. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- u) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Cynthia L. McGriff, as follows: Tax Lien # 825658711. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- v) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Cynthia L. McGriff, as follows: Tax Lien # 825658711. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- w) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia McGriff, as follows: Tax Lien # 833980911. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- x) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 825658511. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- y) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC, as follows: Tax Lien # 825658511. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.

- z) That the Defendant, United States of America acting by and through its agency the Internal Revenue Service, is made a party hereto by virtue of certain Federal Tax Lien filed in Richland County Records by the Internal Revenue Service against Little Ones Child Care Center LLC and Cynthia McGriff, as follows: Tax Lien # 973004213. Said tax lien may not be exclusive and is junior and subordinate to the lien of the Plaintiff herein.
- aa) That the Defendant, Wells Fargo Bank, National Association fka Wachovia Bank National Association, may have or claim to have an interest in the subject property by virtue of a mortgage given by Charlene R. Manning to Wells Fargo Bank, National Association fka Wachovia Bank National Association in an original amount of \$27,800.00 recorded on November 8, 2007, in the Office of the Register of Deeds for Richland County Book RB1374 at Page 1978. Said mortgage is junior and subordinate to the lien of the Plaintiff herein.
- bb) That the Defendant, Lisa Washington, may have or claim to have an interest in the subject property by virtue of a judgment against James Turner, in an original amount of \$1,780.00, filed in Richland County on February 20, 2018, in Judgment Roll No. 2018-CP-40-00964. Said judgment is junior and subordinate to the lien of the Plaintiff herein.
- cc) That the Defendant, Willie Henry, Sr., may have or claim to have an interest in the subject property by virtue of a judgment against James Turner Sr and Little Ones Child Care Center, in an original amount of \$53,000.00, filed in Richland County on January 16, 2009, in Judgment Roll No. 2007-CP-40-7282. Said judgment is junior and subordinate to the lien of the Plaintiff herein.

58. The subject Mortgage is not subject to, or Plaintiff has complied, with the Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosures and the Home Affordable Modification Program ("HMP")*, 2009-05-22-01, filed May 22, 2009.

59. The attorney for the Plaintiff, in compliance with The Supreme Court of South Carolina *Administrative Order Re: Mortgage Foreclosures Actions*, 2011-05-02-01, has certified that pursuant to Supreme Court Administrative Order 2011-05-02-01 the Mortgagor(s) have been served with the required notice of rights, and more than 30 days have elapsed since service upon the Mortgagor(s), and the Mortgagor(s) have failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

CONCLUSIONS OF LAW:

I, therefore, conclude as follows:

1. The customer file of Defendant James E Turner including the respective notes and mortgages and payment history were properly admitted under Rule 803 (6) SCRE and S. C. Code of Laws Section 19 – 5 – 510
2. The Plaintiff's witness testimony as to the debt was properly admitted as the witness testified that he had reviewed the payment history previously entered into evidence in Plaintiff's Motion for Summary Judgment. See, e.g., Deep Keel, LLC v. Atl. Private Equity Group , LLC 773 S. E. 2d 607 (Ct. App. 2015)
3. The Plaintiff has offered exhibits and the Court has accepted them.
4. That Cynthia Lakeita Turner has no interest in the subject property and the AMENDED MARSHALL'S DEED is hereby confirmed;
5. That the MARY LOUISE TURNER DEED is hereby reformed to properly described the conveyed property as being both the 05 PARCEL and 09 PARCEL;
6. That the WILLIE HENRY DEED did not convey title to the 05 PARCEL;
7. That the Charlene Manning Deed did convey title to the 05 PARCEL to Cynthia McGriff;
8. That Cynthia McGriff is the current owner in fee simple of the 05 PARCEL and the derivation should reflect the correct chain of title;
9. That the Lost Mortgage Satisfaction had no legal effect and did not satisfy Mortgage 1, thereby said Lost Mortgage Satisfaction is hereby rescinded, annulled, and adjudged to have no legal force or effect;
10. The Plaintiff's mortgages are declared to be first and second lien mortgages against the subject property and any interest held by the aforementioned Defendants is junior and subordinate to the lien of the Plaintiff herein.
11. The Plaintiff is granted judgment on its Note 1 and Note 2, which shall be entered immediately, and it is granted judgment of foreclosure of its Mortgage 1 and Mortgage 2; and the mortgaged/subject property is hereby ordered to be sold at public auction after due advertisement.

12. That subject mortgages evidence and secure the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagor and constitutes first and second liens on the Mortgaged Property.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

13. That Cynthia Lakeitha Turner has no interest in the subject property and the AMENDED MARSHALL'S DEED is hereby confirmed;

14. That the MARY LOUISE TURNER DEED is hereby reformed to properly described the conveyed property as being both the 05 PARCEL and 09 PARCEL;

15. That the WILLIE HENRY DEED did not convey title to the 05 PARCEL;

16. That the CHARLENE MANNING DEED did convey title to the 05 Parcel to Cynthia McGriff and the derivation be changed to reflect the correct chain of title.

17. That Cynthia McGriff is the current owner in fee simple of the 05 PARCEL;

18. That there is due to the Plaintiff on its notes and mortgages the sum of \$525,635.03, representing the Total Debt due to the Plaintiff as set out in the instant Order.

19. That the amount due in the preceding paragraph (the "Total Debt" as set forth in the aforementioned paragraph, and later accrued interest and costs) shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 11.49000% per annum as to the indebtedness due on Note -1 and Mortgage-1 and 12.000% per annum as to the indebtedness due on Note-2 and Mortgage-2, pursuant to the terms of the notes and mortgages.

20. That the judgment amount shall be subject to increase to permit the Plaintiff to recover additional costs, commissions, and expenses, including but not limited to the deposit made in compliance with § 14-11-310, *South Carolina Code of Laws*, 1976. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the Court without further hearing. The judgment may also be increased to include supplemental compensation for attorney's services not contemplated by the initial attorney's fee award. Jurisdiction over the attorney's fee award and total debt is reserved to the

undersigned to facilitate the assessment and payment of any such costs and/or supplemental compensation.

21. That the Defendant(s) James E. Turner is/are liable for the aforesaid mortgage debt shall, prior to the date and time of the sale of the subject property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

22. The following defendants have no further interest in the property which is the subject of this action and the Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

Cynthia McGriff, Cynthia Lakeitha Turner, Mary Louise Turner, Willie Henry, Emergent Mortgage Corporation, Wells Fargo Bank, National Association fka Wachovia Bank National Association, Lisa Washington, South Carolina Department of Employment and Workforce, ADT Security Services, Inc., South Carolina Department of Social Services, South Carolina Department of Revenue, United States of America acting by and through its agency the Internal Revenue Service and Willie E. Henry Jr. and Ukeba Henry as Personal Representatives of the Estate of Willie E. Henry Sr., Kenyon Henry and Akeem Henry, and any other Heirs-at-Law or Devisees of Willie E. Henry Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe

23. That on default of payment prior to the date and time of the sale, the mortgaged premises, described herein, shall be sold by the Master in Equity at public auction, at the Richland County Courthouse, in the County and State aforesaid, at 12:00 Noon on the next convenient sales day or hereafter, on the following terms, that is to say:

a) FOR CASH: The Master In Equity shall require a deposit at the conclusion of the bidding 5% of the amount of the bid, in cash or equivalent, as evidence of good faith, the same to be applied on the purchase price in case of compliance with the bid, but in case of non-compliance within twenty (20) days, the same to be forfeited and applied to the costs and then to the Plaintiff's debt.

b) Interest on the balance of the bid shall be paid to the day of compliance at the rate of 11.49% per annum.

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

d) Purchaser to pay for the deed and the cost of recording the deed.

e) The sale shall also be subject to the Right of Redemption by the Defendant, United States of America, by and through its Agency, the Internal Revenue Service pursuant to Sec. 2410(c), Title 28, United States Code, for a period of 120 days from the date of sale of the subject property.

24. That if the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the Master in Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.

25. The Plaintiff is seeking foreclosure of its mortgages and demanded a deficiency judgment against the Defendant James E. Turner aka James Turner, Jr., pursuant to Section 29-3-660, Code of Laws of South Carolina, 1976, and the entry of an immediate deficiency judgment pursuant Section 29-3-650, Code of Laws of South Carolina, 1976. The Plaintiff has reserved unto itself the option to waive such demand for deficiency judgment prior to the sale of the mortgaged properties.

26. That the Master in Equity, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. Upon such sale being made, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the Master In Equity may re-advertise the premises for sale on the next, or some other subsequent, salesday, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

27. That the Master In Equity shall apply the proceeds of the sale as follows:

FIRST: To the 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; and

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

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCP.

28. That it is further ORDERED, ADJUDGED AND DECREED that, in the event the successful bidder is other than the Defendant(s) in possession herein, upon the presentation of this Order or a Writ of Assistance the Sheriff of Richland County is hereby directed to eject and remove from the premises the occupant(s) of the property sold, together with any and all personal property located thereon, and to put the successful bidder, or his assigns, in full, quiet and peaceable possession.

29. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant(s) named herein, and all persons whomsoever claiming under him, them or it, 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.

30. That it is further ORDERED, ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant(s) James E. Turner, who was/were the titleholder of the mortgaged property at the time of the filing of the *Lis Pendens*, and the Grantee; and that the Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

31. That the Master in Equity shall retain jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRCP, and hearing any issues involving appraisal proceedings under § 29-3-680, et seq., *South Carolina Code of Laws*, 1976.

32. That it is further ORDERED, ADJUDGED AND DECREED that, if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the mortgaged property, hereinafter described, the Master In Equity (or the sale officer designated herein) shall pull the property from sale; and in the event that the sale is nevertheless conducted, then such sale will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next or some subsequent sales day.

33. That after the Order Confirming Sale and Disbursements has been issued and filed, the Master in Equity shall direct the Clerk of Court/Register of Deeds to release of record the mortgage lien being foreclosed, which mortgage lien is/are described in the Findings of Fact hereinabove.

34. That the following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or lot of land, with any improvements thereon, containing two (2) acres, situate, lying and being on S.C. Road S-61, approximately five (5) miles North of the City of Columbia, in the County of Richland, State of South Carolina, the same being shown on Plat prepared for James E. Turner by B.P. Barber & Associates, Inc., Engineers, dated March 1, 1983, and recorded in the Office of the RMC for Richland County in Plat Book "Z" at page 4913, said property being described on said plat as follows: commencing at an iron on the right-of-way of S.C. Road S-61 and running S 74-01-45 E for a distance of 66.48 feet to an iron, and continuing S 76-53-25 E for a distance of 83.52 feet to an iron, along the right-of-way of said S.C. Road S-61, thence turning and running S 1-55-56 W for a distance of 589.47 feet along property of C.S.W. Co. to an iron; thence turning and running N 82-57-18 W for a distance of 146.71 feet along undesignated property to an iron; thence turning and running N 1-54-13 E for a distance of 608.71 feet along property of C.S.W. Co. to the point of commencement. Be all measurements a little more or less.

TMS: 12100-03-04

ALSO INCLUDING:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being approximately five miles North of Columbia, South Carolina, in the County of Richland, State of South Carolina, and being shown as 1.00 acre on a plat prepared for C.S.W., Co by B.P. Barber & Assoc., Inc., Engineers, dated October 7, 1982. Said parcel of land being bounded and measuring as follows: Bounded on the North by the highway right-of-way of South Carolina Road S-61 whereon it measures 120.0' feet; on the East by lands of C.S.W. Co. whereon it measures 364.7' feet; on the South by lands of C.S.E. Co. whereon it measures 120.0 feet; and on the West by lands of C.S.E. Co. whereon it measures 364.7' feet. Be all measurements a little more or less.

TMS: 12100-03-05

AND IT IS SO ORDERED

(SIGNATURE PAGE TO FOLLOW)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

FORM 4
JUDGMENT IN A CIVIL CASE

CASE NO. 2018-CP-40-04044

Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-HE1

PLAINTIFF

vs.

James E. Turner a/k/a James Turner, Sr., Cynthia McGriff, Cynthia Lakeitha Turner, Mary Louise Turner, Willie Henry, Emergent Mortgage Corporation, Wells Fargo Bank, National Association fka Wachovia Bank National Association, Lisa Washington, South Carolina Department of Employment and Workforce, ADT Security Services, Inc., South Carolina Department of Social Services, South Carolina Department of Revenue, United States of America acting by and through its agency the Internal Revenue Service and Willie E. Henry Jr. and Ukeba Henry as Personal Representatives of the Estate of Willie E. Henry Sr., Kenyon Henry and Akeem Henry, and any other Heirs-at-Law or Devisees of Willie E. Henry Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe

DEFENDANTS

Submitted by: Crawford & von Keller, LLC Post Office Box 4216, Columbia, SC 29240 Email: court@crawfordvk.com	Attorney for Plaintiff
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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. ☐ See page 2 for additional information.
- ☐ **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: Order For Judgment of Foreclosure and Sale.

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if 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)
Wells Fargo Bank, National Association, not in its individual or banking capacity, but solely as Trustee on behalf of Green Tree Mortgage Trust 2005-HE1	James E. Turner aka James Turner, Sr.	\$ TBD
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order: 528 Koon Store Road and 526 nka 532 Koon Store Road, TMS #: 12100-03-05		

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.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

SIGNATURE PAGE TO FOLLOW

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 2019 and a copy mailed first class or placed in the appropriate attorney's box on this the _____ day of _____, 2019 to attorneys of record or to parties (when appearing pro se) as follows:

B. Lindsay Crawford, III (SC Bar# 6510)
Theodore von Keller (SC Bar# 5718)
Jason M. Hunter (SC Bar# 101501)
B. Lindsay Crawford, IV (SC Bar# 101707)
Crawford & von Keller, LLC.
PO Box 4216
1640 St. Julian Place (29204)
Columbia, SC 29240
Phone: 803-790-2626
Email: court@crawfordvk.com

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

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.

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Orangeburg, SC 29116
Attorney of Record for Defendant
James E. Turner aka James Turner Sr.

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South Carolina Department of Employment
and Workforce
PO Box 8597
Columbia, SC 29202

ADT Security Services, Inc.
c/o CT Corporation System, as Registered
Agent
2 Office Park Court Suite 103
Columbia, SC 29223

South Carolina Department of Social
Services
1535 Confederate Avenue
Columbia, SC 29201

South Carolina Department of Revenue
Office of General Counsel
300-A Outlet Pointe Blvd.
Columbia, SC 29210

George J. Conits, AUSA
United States of America acting by and
through its agency the Internal
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SC 29204
Attorney for the Defendant, The Estate of
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Cynthia McGriff
528 Koon Store Road
Columbia, SC 29203

Kenyon Henry
3113 Scottcrest Way

Waxhaw, NC 28173-7476

Akeem Henry
Inmate #324823 Marion Unit-B Wing, Cell
#260
Broad River Correctional Facility
4460 Broad River Road

Cynthia Lakeitha Turner
532 Koon Store Road
Columbia, SC 29203

Mary Louise Turner
3650 US Highway 321
Winnsboro, SC 29180

Willie Henry
213 Bridgecreek Drive
Columbia, SC 29229

Emergent Mortgage Corporation
55 Beattie Place
Greenville, SC 29607

Wells Fargo Bank, National Association fka
Wachovia Bank National Assoc
Corporation Service Company as Registered
Agent
1703 Laurel Street
Columbia, SC 29201

Lisa Washington
148 Brewers Oak Lane
West Columbia, SC 29169



Richland Common Pleas

Case Caption: Wells Fargo Bank National Association , plaintiff, et al vs James E Turner , defendant, et al
Case Number: 2018CP4004044
Type: Master/Order/Foreclosure & Sale and Form 4

It is so Ordered

s/Joseph M. Strickland, 3055

Electronically signed on 2023-06-15 12:20:26 page 29 of 29

CERTIFIED TRUE COPY
OF ORIGINAL FILED,
Jeanette W. McBride
C.C.C.P.&G.S.
RICHLAND COUNTY
SOUTH CAROLINA

CERTIFIED TRUE COPY
OF ORIGINAL FILED
Jeanette W. McBride
C.C.C.P.&G.S.
RICHLAND COUNTY
SOUTH CAROLINA

**GLENN WALTERS
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TELEPHONE: (803) 531-8844 • FACSIMILE: (803) 531-3628 • Toll Free: (888) 966-8844

Email: glennwalterspa@gmail.com

Glenn Walters, Sr., Esquire

June 30, 2023

RECEIVED

JUL 03 2023

SC Court of Appeals

URGENT: EX PARTE PETITION FOR WRIT OF SUPERSEDEAS

Via Email and hand-delivered:
ctappfilings@sccourts.org

Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

Wells Fargo vs. James E. Turner, Sr.
Appeal from Richland County
Honorable Judge Joseph Strickland
Case No. 2018-CP-40-04044

Dear Ms. Kitchings:

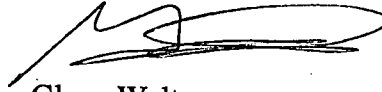
I filed a Notice of Appeal electronically this morning in the above-referenced matter. Exigent circumstances dictate that I must file a Petition for Writ of Supersedeas to protect my client's rights. The Appellant's property is scheduled to be sold on Monday, July 3, 2023. To that end, I am tendering you a copy of the Petition electronically, with the urgent request that you present it to any judge on the Court for immediate consideration. I am immediately dispatching a runner with the original and a copy of the Petition to the Court for filing, along with any required filing fee.

Additionally, the applicable appellate court requires that I attach a certified true copy of the order under appeal. The runner will deliver a copy of the same with the original Petition.

Please do not hesitate to contact me for any reason.

Best wishes, I remain,

Yours truly,

A handwritten signature in black ink, appearing to read 'Glenn Walters', with a stylized flourish at the end.

Glenn Walters
Attorney for Appellant

Encl.
as

Cc: Letter Served Per the Proof of Service