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Oct 18 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM BERKELEY COUNTY

Court of Common Pleas

The Honorable Dale Edward Van Slambrook, Master in Equity

Appellate Case No. 2023-001509

Case No.: 2018-CP-08-02131

Bank of America, NA, Respondent,

v.

The Estate of Mary Westbrooks a/k/a Mary Y. Westbrooks, and John Doe and Richard Roe, as Representatives of all heirs and devisees of Mary Westbrooks a/k/a Mary Y. Westbrooks, deceased, and all persons entitled to claim under or through them; also, all other persons, corporations or entities unknown claiming any right, title interest in or lien upon the subject real estate described herein, any unknown adults, whose true names are unknown, being a class designated as John Doe, and any unknown infants, persons under disability, or person in the Military Service of the United States of America whose true names are unknown, being a class designated as Richard Roe, Aubrey Schultz, Kadeem Gaddist, The United States of America acting by and through its agent the Secretary of Housing and Urban Development, South Carolina Department of Motor Vehicles, CIT Group Consumer Finance, N/K/A CIT Loan Corporation, Defendants,

Of Whom Audrey Schultz and Kadeem Gaddist are the Appellants.

RESPONDENT'S RETURN

Respondents file this Return to the Appellants' Petition to demonstrate why this Honorable Court's temporary stay of the Circuit Court's September 18, 2023, Writ of Assistance should be lifted.

1. Respondent Is Not A Landlord – The Lawsuit (2018-CP-08-02131) Is A Foreclosure Action And Subsequent Eviction Base On Foreclosure And Not Subject To S.C. Code Ann § 27-40 (Residential Landlord And Tenant Act)

Respondent filed the original Summons & Complaint for foreclosure on October 24, 2018. This action was not filed as a landlord tenant action for a failure to pay rent (or any other breach), but as a Mortgage. The mortgage which this foreclosure action is based was between Mary Westbrooks (“Borrower”) and One Reverse Mortgage, LLC and was entered into on or about March 9, 2011. Note that Appellants were not a party to the Mortgage or Note and have never been assigned any rights relating to the Mortgage or Note. The Mortgage was assigned to Respondent on June 5, 2017, in Book 2479, Page 886. The Mortgage went into default after Mary Westbrooks moved out. This is a defaulting factor in reverse mortgages and is cause for immediate acceleration of debt and subsequent foreclosure. It is believed that Mary Westbrooks passed away on or around May 12, 2017.

Respondent received a final Order Declaratory Judgment And Foreclosure And Sale on March 14, 2023, and subsequently recorded the Master In Equity Title Deed on July 14, 2023, recorded in Book RB 4608, Page 987.

Respondent uses the Order and Deed to gain possession of the house they purchased at foreclosure sale. Respondent is never considered a landlord and is not subject to S.C. Code Ann. § 27-40 (Residential Landlord And Tenant Act). As such, offering to pay rent to gain a stay of execution of judgment is not procedurally sound. As discussed later in this Return, the only tenant related protection that the Appellants *could hope* to fall under is the federally established Protecting Tenants at Foreclosure Act (“PTFA”).

2. The Federal Protecting Tenants At Foreclosure Act (“PTFA”) Does Not Apply To Appellants

For the Appellants to receive the protection of the PTFA, they must first establish themselves as “bona fide” tenants. Respondent focuses on two of the factors: (1) was the lease or tenancy the product of an arm’s-length transaction, (2) is the set rent fair market value. Respondent includes as Exhibit 1 a copy of the ‘Residential Lease Agreement with Option to Purchase’ (“Lease”).

First, the lease was not the product of an arm’s-length transaction. This is generally defined as ‘a business deal in which buyers and sellers act independently without one party influencing the other. Arm’s length transactions assert that both parties act in their own self-interest and are not subject to pressure from the other party. They also assure others that there is no collusion between the buyer and seller. **In the interest of fairness, both parties usually have equal access to information related to the deal.** [emphasis added]. Mary Westbrooks failed to inform Appellants of her standing Reverse Mortgage on the home while she entered into an agreement stating that they could buy the property from her. This omission itself destroys any chance of establishing the Lease as an arm’s-length transaction.

Second, and most importantly, the \$2,000.00 *a year* rent is so far below a fair market rental value that the Appellants cannot fathom to be found as “bona fide” tenants and thus receiving PTFA protection. A quick search of this real property shows valuations at \$228,400.00 (Zillow.com), \$230,029.00 (Redfin.com), \$246,667.00 (Realtor.com), \$444,786.00 (Movoto.com), or even Berkeley County, SC, tax value (\$136,400). For any of these values, \$2,000.00 *a year* rent, or \$166.67 *a month*, is astonishingly low. One of the more basic rules of fair market rental real estate is that, if your property is worth less than \$100,000.00, you can rent

the property for 1% of the value. That would mean that if the property here was worth \$99,000.00, the fair market monthly rental amount would be \$990.00 per month. Since the value of the real property at issue is likely at least double \$99,000.00, a rental value of less than \$200.00 a month cannot be considered fair market value.

As the Lease (a) was not entered into as a product of an arm's-length transaction and (b) contains a rental amount that is roughly 10% of what a fair market value would be, the Appellants fail to fall under the protection of the only mechanism that could have potentially applied.

3. Appellants Were Served In The Foreclosure Lawsuit, Filed An Answer Similar To The Appeal, Attended A Hearing On September 14, 2023, And The Circuit Court Ruled They Were Not Protected By the Protecting Tenants At Foreclosure Act

The Appellants provided these same arguments in writing, were provided a Rule to Show Cause Hearing date, which they both attended, and were rejected by the Circuit Court. Respondent includes these details, as well as a copy of the Lease (Exhibit 1), as the Motion to Stay seems to indicate that the revelation of the existence of a lease is a last-minute, groundbreaking development when in fact it has been reviewed, argued, and rejected already. Respondent asks that this Honorable Court quickly rule the same so that the Respondent can finally take possession of their legally purchased real property.

4. Appellants Appeal Of The Writ Of Assistance Should Not Afford Them A Stay Without Seeing Them Give A Supersedeas Bond

If Appellants wish to obtain a stay of the judgment, they should be forced to follow the proper procedure and request that a supersedeas bond amount be set pursuant to S.C. Code Ann. § 18-9-130. They would be required to pay this surety bond into the Clerk of Court to obtain a stay of judgment. Respondent would request that the value of the home be used as the bond

amount. Appellants have likely been aware of the foreclosure suit for years; however, they at the very least knew about it at the time of their first filed Answer – July 18, 2022. Respondent is being harmed every day that they are not allowed to take possession of their legally purchased property.

RESPECTFULLY SUBMITTED,

October 18, 2023

/s/ J. Martin Page
J. Martin Page S.C. Bar No.: 100200
BELL CARRINGTON PRICE & GREGG, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
mpage@bellcarrington.com
803.509.5078
Attorney for Respondent

RESIDENTIAL LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS LEASE (the "Lease") dated this 6th day of January, 2018

BETWEEN:

MARY WESTBROOKS

(the "Landlord")

- AND -

AUBREY SCHULTZ and KADEEM GADDIST

(collectively and individually the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the house, municipally described as 2492 Ranger Dr Cross SC 29436 (the "Property"), for use as residential premises. The Tenant may also use part of the Property for the following home-based business: Custom shop. The Tenant is responsible for all permits and licenses relating to this home-based business and the Tenant indemnifies the Landlord of all liability, costs, and fees associated with this business.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord, except for: Tenants discretion.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.

4. The Tenant may keep pets on the Property. If, at the sole discretion of the Landlord, this privilege is abused, or if the pets damage the Property, or if the pets cause problems or interfere with the use and enjoyment of the Property for the other tenants, the Landlord may revoke this privilege upon thirty (30) days' notice.
5. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking on or about the Property:
6. Smoking is permitted on the Property. The Tenant will be responsible for all damage caused by smoking including, but not limited to, stains, burns, odors and removal of debris.
7. Vaping is permitted on the Property. The Tenant will be responsible for all damage caused by vaping including, but not limited to, residues, burns, and odors.

Term

8. The term of the Lease commences at 12:00 noon on March 1, 2018 and ends at 12:00 noon on March 1, 2028.
9. Notwithstanding that the term of this Lease commences on March 1, 2018, the Tenant is entitled to possession of the Property at 12:00 noon on January 6, 2018.
10. Any notice to terminate this tenancy must comply with the applicable legislation of the State of South Carolina (the "Act").

Rent

11. Subject to the provisions of this Lease, the rent for the Property is \$2,000.00 per year (the "Rent").
12. The Tenant will pay the Rent on or before the A one time payment amout of 24,000 or 6th of January for ten year period. Once lease term is over the tentants will have rights to record of predrawn notarized deed singed and dated of each and every year of the term of this Lease to the Landlord at 2492 Ranger Dr Cross SC 29436 or at such other place as the Landlord may later designate by cash or check.
13. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$7,500.00 (the "Security Deposit").

- 15. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits.
- 16. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - c. unplugging toilets, sinks and drains;
 - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
 - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
 - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
 - h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
 - i. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

- 17. The Tenant may not use the Security Deposit as payment for the Rent.
- 18. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
- 19. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: _____, or at such other place as the Tenant may advise.

Quiet Enjoyment

20. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

Inspections

21. The Tenant acknowledges that the Tenant inspected the Property, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.
22. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Renewal of Lease

23. The Tenant may renew this Lease as follows: No need to renew lease. After lease term is up I shall be passed and they have bought there home in full for there children in year 2028.

Tenant Improvements

24. The Tenant may make improvements to the Property as follows: They are allowed to make my home there home how ever they please once I've passed .

Utilities and Other Charges

25. The Tenant is responsible for the payment of all utilities in relation to the Property.

Insurance

26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
27. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

Attorney Fees

28. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will

pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

29. This Lease will be construed in accordance with and exclusively governed by the laws of the State of South Carolina.

Severability

30. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
31. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

32. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

33. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Additional Clause

34. This lease term is to protect my tenants from when I pass so there is legal documentation that they purchased my home and are to recited our deed in 2028 after I have passed .

Damage to Property

35. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Maintenance

36. The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
37. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.
38. In particular, the Tenant will keep the fixtures in the Property in good order and repair and keep the furnace clean. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
39. Where the Property has its own sidewalk, entrance, driveway or parking space which is for the exclusive use of the Tenant and its guests, the Tenant will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.
40. Where the Property has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs therein.
41. The Tenant will also perform the following maintenance in respect to the Property: Everything.

Care and Use of Property

42. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
43. The Tenant will not engage in any illegal trade or activity on or about the Property.
44. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
45. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.

46. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
47. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Prohibited Activities and Materials

48. The Tenant will not keep or have on the property any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.
49. The Tenant will not perform any activity on the Property or have on the property any article or thing that the Landlord's insurance company considers increases any insured risk such that the insurance company denies coverage or increases the insurance premium.
50. The Tenant is prohibited from:
 - a. the storage of expensive articles on the Property if it creates an increased security risk; and
 - b. the growing of, or storage of, medical marijuana on the Property.
51. The Tenant will not perform any activity on the Property that the Landlord feels significantly increases the use of electricity, heat, water, sewer or other utilities on the Property.

Rules and Regulations

52. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Address for Notice

53. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:
 - a. Name: AUBREY SCHULTZ and KADEEM GADDIST.
 - b. Phone: (843) 599-3406.

- c. Email: Gaddistk@gmail.com.
- d. Post termination notice address:

54. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

- a. Name: MARY WESTBROOKS.
- b. Address: 2492 Ranger Dr Cross SC 29436.

The contact information for the Landlord is:

- c. Phone: (843) 753-3544.
- d. Email address: Mawestbr@aol.com.

Option to Purchase

- 55. Provided the Tenant is not currently in default in the performance of any term of this Lease, the Tenant will have the option to purchase (the "Option") the Property for \$24,000.00 (the "Purchase Price").
- 56. In consideration for the Option, the Tenant will pay the Landlord a sum of \$7,500.00 (the "Option Deposit").
- 57. This Option may only be exercised at any time prior to its expiration at midnight on March 1, 2028. Upon expiration of the Option, the Landlord will be released from all obligations to sell the Property to the Tenant. If the Tenant does not exercise the Option prior to its expiration, all rents and other charges paid under this Lease will be retained by the Landlord, the Option Deposit will be returned to the Tenant, and neither Party will have any further rights or claims against each other concerning the Option. In the event the Option is exercised, the Option Deposit will be credited against the Purchase Price.
- 58. The Option will be exercised by mailing or delivering written notice to the Landlord prior to the expiration of this Option. Notice, if mailed will be by certified mail, postage prepaid, to the Landlord at 2492 Ranger Dr Cross SC 29436 and will be deemed to have been given on the date shown on the postmark of the envelope in which such notice is mailed.
- 59. The Tenant may not assign any rights under this Option separately from all of the Tenant's other rights under this Lease. No assignment may be made without the Landlord's prior written consent.

60. The Landlord warrants to the Tenant that the Landlord is the legal owner of the Property and has the legal right to sell the Property under the terms and conditions of this Lease.
61. If the Option is exercised, the following provisions will be applicable:
- a. The Tenant will take title to the Property subject to any:
 - i. real estate taxes not yet due at the time of closing; and
 - ii. covenants, conditions, restrictions, reservations, rights, rights of way and easements then on record, if any.
 - b. Unless otherwise extended by other terms of this Lease, closing will be held within the latter of 1 days from the exercise of the Option or removal of any exceptions to the title by the Landlord.
 - c. Rents, real estate taxes and other expenses of the Property will be prorated as of the date of the closing date. Security deposits, advance rentals or considerations involving future lease credits will be credited to the Tenant.
 - d. The Parties acknowledge that the availability of financing and purchase costs cannot be ascertained with certainty. The Parties agree that these items will not be conditions of performance of this Lease and the Parties agree they have not relied upon any other representations or warranties by brokers, sellers or any other parties which are not set out in this Lease.
 - e. No later than 15 days from the exercise of the Option to purchase, the Landlord will provide the Tenant the following documents (the "Seller Disclosure"):
 - i. a property condition disclosure, signed and dated by the Landlord;
 - ii. a commitment for the policy of title insurance; and
 - iii. written notice of any claims and/or conditions known to the Landlord relating to environmental problems or building or zoning code violations.
 - f. The Tenant has 15 days from the date of receipt of the Seller Disclosure to examine the title to the Property and to report, in writing, any valid objections. Any exceptions to the title which would be disclosed by examination of the records will be deemed to have been accepted unless reported in writing within 15 days. If the Tenant objects to any exceptions to the title, the Landlord will use all due diligence to remove such exceptions at the Landlord's own expense within 60 days. But if such exceptions cannot be removed within the 60 days allowed, all rights and obligations under this Option may, at the election of the Tenant, terminate and end unless the Tenant elects to purchase the Property subject to such exceptions.

- g. Upon the completion of the Closing, all rights and obligations under the Lease (other than the Option) will cease to exist and the Parties will have no further rights or claims against each other concerning the Lease.

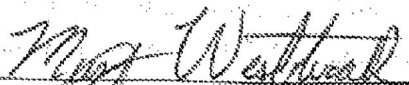
General Provisions

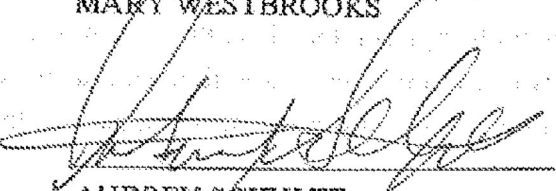
62. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
63. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
64. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
65. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
66. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
67. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
68. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
69. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
70. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
71. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
72. This Lease constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either Party except

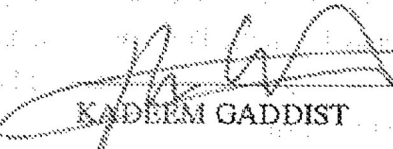
to the extent incorporated in this Lease.

73. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
74. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
75. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
76. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
77. Time is of the essence in this Lease.

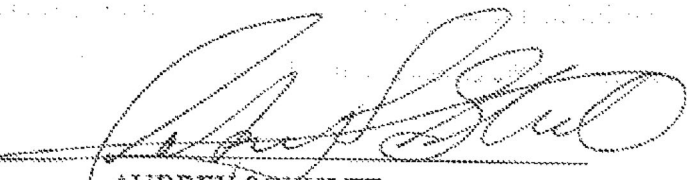
IN WITNESS WHEREOF AUBREY SCHULTZ and KADEEM GADDIST and MARY WESTBROOKS have duly affixed their signatures on this 6th day of January, 2018.


MARY WESTBROOKS


AUBREY SCHULTZ


KADEEM GADDIST

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 06 day of January, 2018.


AUBREY SCHULTZ


KADEEM GADDIST



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The Estate of Mary Westbrooks a/k/a Mary Y. Westbrooks, and John Doe and Richard Roe, as Representatives of all heirs and devisees of Mary Westbrooks a/k/a Mary Y. Westbrooks, deceased, and all persons entitled to claim under or through them; also, all other persons, corporations or entities unknown claiming any right, title interest in or lien upon the subject real estate described herein, any unknown adults, whose true names are unknown, being a class designated as John Doe, and any unknown infants, persons under disability, or person in the Military Service of the United States of America whose true names are unknown, being a class designated as Richard Roe, Aubrey Schultz, Kadeem Gaddist, The United States of America acting by and through its agent the Secretary of Housing and Urban Development, South Carolina Department of Motor Vehicles, CIT Group Consumer Finance, N/K/A CIT Loan Corporation, Defendants,

Of Whom Audrey Schultz and Kadeem Gaddist are the Appellants.

CERTIFICATE OF SERVICE

I, the undersigned attorney for Bank of America, NA does hereby certify that I have served the below in this action with a copy of the Respondent's Return via regular mail.

Audrey Schultz
2492 Ranger Drive
Cross, SC 29436

Kadeem Gaddist
2492 Ranger Drive
Cross, SC 29436

October 18, 2023

/s/ J. Martin Page.
J. Martin Page S.C. Bar No.: 100200
BELL CARRINGTON PRICE & GREGG, LLC
339 Heyward Street, 2nd Floor
Columbia, SC 29201
mpage@bellcarrington.com
803.509.5078
Attorney for Respondent