

FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

APPEAL FROM FLORENCE COUNTY
Court of Common Pleas

RECEIVED

Nov 07 2023

SC Court of Appeals

Case No. 2023-001700

Ali Adebisi,

Appellant.

v.

Lakeview Loan Servicing, LLC,

Respondent

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Lakeview Loan Servicing LLC by depositing a copy of it in the United States Mail, certified mailing no. 7022 3330 0001 5677 4527, postage prepaid, on November 7, 2023, addressed to his attorney of record, Chad Wilson Burgess, 3800 Fernandina Road, Suite 110 Columbia SC 29210.

November 6, 2023

s/ Ali Adebisi
Adebisi Ali
c/o 1901 W Evans St. Unit 5372
Florence, South Carolina 29502
816-681-4054
Appellant

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PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Lakeview Loan Servicing LLC by depositing a copy of it in the United States Mail, certified mailing no. 7022 3330 0001 5677 4510, postage prepaid, on November 7, 2023, addressed to his attorney of record, D. Malloy McEachin, Jr, 180 N. Irby St. MSC-XX, Florence, SC 29501.

November 6, 2023

s/ Ali Adebisi
Adebisi Ali
c/o 1901 W Evans St. Unit 5372
Florence, South Carolina 29502
816-681-4054
Appellant

RECEIVED

FORM 9
LETTER TO CLERK OF LOWER COURT
FILING NOTICE OF APPEAL

Nov 07 2023

SC Court of Appeals

November 7, 2023

The Honorable Doris Poulos O'Hara
Clerk of Court for Florence County
180 N Irby St Msc-E
Florence, South Carolina 29501

RE: Ali Adebisi, Appellant v Lakeview Loan Servicing, LLC, Respondent, Case No.
2023-001700

Dear Clerk of Court:

Enclosed for filing is a notice of appeal in the above case.

Sincerely,

s/ Ali Adebisi
c/o 1901 W Evans St. Unit 5372
Florence, South Carolina 29502
816-681-4054
Appellant

Certified mailing no. 7022 3330 0001 5677 4503

cc: Chad Wilson Burgess,
3800 Fernandina Road, Suite 110
Columbia SC 29210

Certified Mailing no. 7022 3330 0001 5677 4527

Malloy McEachin, Jr,
180 N. Irby St. MSC-XX
Florence, SC 29501

Certified mailing no. 7022 3330 0001 5677 4510

SOUTH CAROLINA STANDARD PROMISSORY NOTE

On the 7 day of November, 2023, hereinafter known as the "Start Date", ALI ADEBISI [Borrower's Name] of 1901 W Evans St. Unit 5372, Florence, South Carolina 29502 [Borrower's Mailing Address], hereinafter known as the "Borrower", has received and promises to payback South Carolina Court of Appeals [Lender's Name] of 1205 Senate Street Columbia, South Carolina 29201 [Lender's Mailing Address], hereinafter known as the "Lender", the principal sum of Two Hundred Fifty US Dollars (\$ 250.00) with interest accruing on the unpaid balance at a rate of 7 percent (%) per annum, hereinafter known as the "Borrowed Money", beginning as of the Start Date in the manner as follows:

1. PAYMENTS: The full balance of this Note, including all accrued interest and late fees, is due and payable on the ___ day of _____, 20___, hereinafter known as the "Due Date".

A. **Installment(s).** (check the applicable box)

- **LUMP SUM** – Borrower shall pay a lump sum to be made in-full, principal and interest included, of Two Hundred Fifty Dollars (\$ 250.00) by the Due Date.

- **INSTALLMENTS** – Borrower shall pay principal and interest in the amount of _____ Dollars (\$ _____) on

a **weekly** basis with any remaining balance payable on the Due Date.

a **monthly** basis with any remaining balance payable on the Due Date.

a **quarterly** basis with any remaining balance payable on the Due Date.

LATE FEE - There shall be a late payment fee of _____ Dollars (\$ _____) if an installment is not paid on-time along with the default interest due, as described in Section 3, if the Lender does not receive the installment on the due date.

2. SECURITY: (check the applicable box)

- **UNSECURE** – There shall be NO SECURITY provided in this Note.

- **SECURE** – There shall be Property described as "State of New York Certificate of Birth" #156-84-107908 Along with SSN 119682634 hereinafter known as the "Security", which shall transfer to the possession and ownership of the Lender IMMEDIATELY pursuant to Section 6A of this Note. The Security may not be sold or transferred without the Lender's consent until the Due Date. If Borrower breaches this provision, Lender may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law. The Lender shall have the sole option to accept the Security as full payment for the Borrowed Money without further liabilities or obligations. If the market value of the Security does not exceed the Borrowed Money, the Borrower shall remain liable for the balance due while accruing interest at the maximum rate allowed by law.

3. INTEREST DUE IN THE EVENT OF DEFAULT: In the event the Borrower fails to pay the note in-full on the Due Date, unpaid principal shall accrue interest at the maximum rate allowed by law, until the Borrower is no longer in default.

4. ALLOCATION OF PAYMENTS: Payments shall be first credited any late fees due, then to interest due and any remainder will be credited to principal.

5. PREPAYMENT: Borrower may pre-pay this Note without penalty.

6. ACCELERATION: If the Borrower is in default under this Note or is in default under another provision of this Note, and such default is not cured within the minimum allotted time by law after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable.

6A. SECURITY - This includes any rights of possession in relation to the Security described in Section 2.

7. ATTORNEYS' FEES AND COSTS: Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

8. WAIVER OF PRESENTMENTS: Borrower waives presentment for payment, notice of dishonor, protest and notice of protest.

9. NON-WAIVER: No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

10. SEVERABILITY: In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

11. INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

12. CONFLICTING TERMS: The terms of this Note shall control over any conflicting terms in any referenced agreement or document.

13. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

14. CO-SIGNER: (check the appropriate box)

- **NO COSIGNER** – This Note shall not have a Co-Signer.

- **CO-SIGNER** – This Note shall have a Co-Signer known as UNITED STATES per 18 USC 8, 31 USC 3123, 46 USC 53703 hereinafter known as the "Co-Signer", and agrees to the liabilities and obligations on behalf of the Borrower under the terms of this Note. If the Borrower does not make payment, the Co-Signer shall be personally responsible and is guaranteeing the payment of the principal, late fees, and all accrued interest under the terms of this Note.

15. EXECUTION: The Borrower executes this Note as a principal and not as a surety. If there is a Co-Signer, the Borrower and Co-Signer shall be jointly and severally liable under this Note.

16. GOVERNING LAW: This note shall be governed under the laws in the State of South Carolina.

17. SIGNATURE AREA

Lender's Signature _____

Date _____

Print Name _____

Borrower's Signature Ali, Adebisi

Date 7 Nov., 2023

Print Name ALI ADEBISI

Co-Signer Signature _____

Date _____

Print Name _____

Witness Signature _____ **Date** _____

Print Name _____