

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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Dec 21 2023

SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Joseph M. Strickland, Master-in-Equity

Case No. 2023-001054

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

**APPELLANT'S SECOND
PETITION FOR WRIT OF SUPERSEDEAS and RENEWAL OF
APPELLANT'S FIRST PETITION FOR 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. This is Appellant’s Second Petition for Writ of Supersedeas. Appellant’s First Petition for Supersedeas was granted, and the case was stayed pending the Master-in-Equity’s resolution of the Respondent’s motion challenging the undertaking posted by the Appellant. In its July 19, 2023 Order, this Court stated the following: “Respondent shall notify this court upon the issuance of an order by the master. Appellant [Turner] may then choose to renew his petition for supersedeas with this court, if such relief is still applicable following the master’s order.” *See, Order of this Court, dated July 19, 2023* [hereinafter referred to as the “*First Writ of Supersedeas Order*”].

Appellant now files a Second Petition for Supersedeas and renews the First Petition for Supersedeas that was filed in this Court because the relief requested in the First Petition for Supersedeas is still applicable following the master’s orders.

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, where the evidence showed that one of the mortgages at issue had been paid in full and satisfy in the public records by the holder of note and mortgage before Respondent received it. Judge Strickland entered the Order of Foreclosure and Sale on June 15, 2023 [hereinafter referred to as the “Foreclosure Order”]. *See, Enclosure 3 of the First Petition.*

As previously stated, this Court graciously granted the Appellant's First Petition for *Writ of Supersedeas* which stopped the initial surprise sale. The matter was then returned to Judge Strickland who held two separate hearings.

First, on August 14, 2023, the matter came before Judge Strickland on Respondent's Motion to Set Bond and Justification of Sureties. After this hearing, Judge Strickland issued an order on August 21, 2023 setting a supersedeas bond for \$250,000, which was required to be posted within ten days of the order. *See, Enclosure "A" to this Petition [Master's Order Setting Supersedeas Bond]* [hereinafter referred to as "Supersedeas Bond Order No. 1"] (Reference to "Enclosures" is referring to this Petition, unless otherwise stated). Supersedeas Bond Order No. 1 stated, in part, the following: "Should Defendant fail to submit the required bond within that time, a further hearing will be held, to be scheduled by Plaintiff's counsel." *Id.* Defendant was unable to acquire and file the required \$250,000.00 Supersedeas Bond. However, Plaintiff's counsel did not schedule a hearing before the Master-in-Equity. Instead, on August 24, 2023, Defendant filed a Motion for Reconsideration of Supersedeas Bond No. 1, which brought the matter before Judge Strickland, post-appeal, for the second time for a hearing. *See, Enclosure "B", Defendant's Motion for Reconsideration of Appeal Bond, filed on October 12, 2023.* As a result of this second post-appeal hearing, Judge Strickland issued an order on October 17, 2023, reducing the supersedeas bond to \$150,000.00, which required the said bond to be submitted on or before November 13, 2023. *See, Enclosure "C", Order Amending Appeal Bond* [hereinafter referred to as

“Supersedeas Bond No. 2”][Judge Strickland ordered that the Appellant could proceed with one surety. However, this part of the order is missing from the Order].

On November 13, 2023, Defendant filed an undertaking in the amount of \$150,000.00 with the Clerk of Court for Richland County. *See, Enclosure “D”, Undertaking of Ernest E. Yarborough.* Respondent never filed a Motion challenging the \$150,000.00 Undertaking. *See, Enclosure “E”, Excerpt of the Public Index Sheet.* Defendant’s counsel sent an informal, non-specific email to Judge Strickland requesting that that property be placed back on the Master’s Sale’s List. Appellant’s counsel challenged such request with his own email to Judge Strickland, and counsel reasonably thought that the disputed over the filed undertaking ended with Appellant’s counsel understanding that Respondent was going to bring the matter before Judge Strickland. Be that as it may, no such motion was filed. *See, Strangely,* without a Motion from the Respondent and with no notice to the Appellant’s counsel, Turner’s Property suddenly appeared on Judge Strickland’s Master Sale List for sale January 2, 2024. *See, Enclosure “F”, Excerpts of the Master’s Sale List for January 2, 2024* [the Court should note that Appellant’s Counsel’s name is not listed on the Master’s Sale List]. Appellant’s counsel discovered that Appellant’s Property was set for sale by accident when he checked the Public Index while preparing the Appellant’s Initial Brief on December 18, 2023.

To the best of Appellant’s counsel knowledge, Judge Strickland did not re-issue an order setting the Property for sale on January 2, 2024.

B. GROUNDS FOR THE PETITION:

Appellant asserts the following grounds for the petition:

1. January 4, 2024, sale is illegal. The Property cannot be sold while the matter is on appeal because the Appellant has posted a surety undertaking. However, even if the undertaking was deemed deficient, which is it not, the sale of the Property still would be illegal for the argument stated below.

Legal Argument:

Judge Strickland failed to re-issue a foreclosure order which as a minimum, must provide for the following before the property can be sold: (1) a sufficient legal description of the property being sold; (2) a provision in the order for the necessary legal advertisement; (3) publish the time and location of the sale; (4) give notice of any senior liens, taxes, or other rights to which the property to be sold is subject; (5) state the amount of good faith deposit necessary at the time of the sale; and (6) give the date that compliance must be made with the bid. *Rule 71(b), SCRCF; 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. **NONE OF THE REQUIREMENTS STATED ABOVE HAVE BEEN DONE AS A PRE-REQUISITE FOR THE JANUARY 2,2024 SALE.** Consequently, this sale is illegal and constitutionally and procedurally defective.

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

Legal Argument:

The requirement to advertise in this state is clear:

“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].

See, *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 for January 2, 2024. Therefore, Judge Strickland is legally prohibited from selling Appellant’s Property on January 2, 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 determines whether the undertaking is sufficient and adhere to all statutory requirements as provided by *Title 15, Chapter 39*, and its statutory provision.

3. The Writ should be granted to because the Appellant filed the appropriate undertaking to stay the sale pending the 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”]. Appellant filed the required undertaking as allowed ordered by Judge Strickland. *See, Enclosure D.* Appellant also filed an undertaking as ordered by this Court. *See, Enclosure G [Undertaking of James E. Turner, Sr.]*. The Master has never determined that the Undertakings are deficient, and Respondent has never brought the matter before the Court on Motion for such inquiry. Therefore, Undertakings are sufficient to stay the sale of the Property until the appeal is exhausted.

C. APPLICATION FOR STAY AT THE LOWER COURT

As required by this Court’s Order on the First Writ of Supersedeas, the Master has entertained the motions and issued his Order for an appeal bond. *See, Enclosures “A” and “C”*. This is a renewal of the First Petition for Writ of Supersedeas, and the filing of a new Petition for Writ of Supersedeas. The new issues raised in this Petition have not been filed at the trial court because there is insufficient time to risk stopping the sale for Turner’s property on January 2, 2024, by applying to the Master for relief, especially given the holidays. Moreover, Appellant feels that given the circumstances, it would be futile to take this matter back to the Master for resolution—especially given the fact that the property has mysteriously and without

notice appeared on the Master's Sale List twice without notice to the Appellant and without adherence to the normal statutory and procedural formalities.

D. EXIGENT CIRCUMSTANCE:

The sudden and surprised way in which the Property appeared on the sale roster for January 2, 2024, 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 damage will result if this Second Writ of Supersedeas is not granted. Adding the Property to the sale roster for January 2, 2024, without advertising the Property for sale as required by law and failing to give the Appellant notice of the sale is illegal. Moreover, the sale of the Appellant Property was stayed by filing the undertaking—without any judicial determination that the undertaking is defective.

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. I noted in the Initial Brief of the Appellant, which has been served on opposing counsel, that the sale is without notice.
- b. Before filing this Petition, I emailed the Respondent a copy of the Petition 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 January 4, 2024, 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. For such further relief this Court deems just and proper.

December 20, 2023

At Orangeburg, SC

/s/ Glenn Walters, Sr., Esquire
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

ENCLOSURES:

- A-Master's Order Setting Supersedeas Bond
- B-Turner's Motion for Reconsideration of Appeal Bond
- C-Order Amending Supersedeas Bond
- D-Undertaking of Ernest E. Yarborough
- E-Excerpts of Public Index for case on Appeal
- F-Master's Sale List for January 2, 2024
- G-Undertaking of James E. Turner, Sr.

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SC Court of Appeals

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,

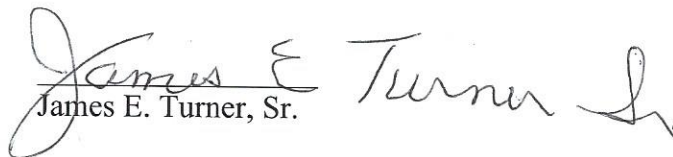
vs.

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

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 Second 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 make 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 21st day of December 2023


Notary Public of South Carolina

My Commission Expires: 11-13-2028

(Notary Seal)

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SC Court of Appeals

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. 2023-001054

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 **APPELLANT'S SECOND PETITION FOR WRIT OF SUPERSEDEAS and RENEWAL OF APPELLANT'S FIRST PETITION FOR 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 For: Willie Henry, Willie Sr
Bird And Smith PA & Estate of Willie Henry, Sr.
1712 St Julian Pl., Ste. 102
Columbia SC 29204

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

December 20, 2023

Glenn Walters, Sr.

ENCLOSURE: A-Master's Order Setting Supersedeas Bond

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
C/A 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.; *Et*
al.

Defendants,

**ORDER SETTING SUPERSEDEAS
BOND PURSUANT TO S.C. CODE §§ 18-
9-170 & 18-9-210 & SCRCP RULE 62(d)**

File No.:3523.0179

WHEREFORE a hearing was held before me on August 14, 2023, pursuant to Defendant's appeal of judgment in the above-entitled matter, Defendant's filing of a Notice of Undertaking, and Plaintiff's filing of a Motion for a Hearing for Justification of Sureties.

IT IS HEREBY ORDERED that Defendant James E. Turner a/k/a James Turner, Sr. must submit a supersedeas bond in the amount of Two-Hundred Fifty Thousand and 00/100 dollars (\$250,000.00) in order to stay the judicial sale of the subject properties pending their appeal in the instant case. Said bond is to be submitted with sufficient sureties within 10 days of the filing of this Order. Should Defendant fail to submit the required bond within that time, a further hearing will be held, to be scheduled by Plaintiff's counsel.

AND IT IS SO ORDERED!

****JUDGE'S SIGNATURE PAGE TO FOLLOW****



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/Other

It is so Ordered

s/Joseph M. Strickland, 3055

ENCLOSURE "B"-Turner's Motion for Reconsideration of Appeal Bond

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

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

Case No.: 2018-CP-40-04044

Plaintiff,)

**DEFENDANT JAMES E. TURNER, SR.'S
NOTICE OF MOTION AND MOTION
FOR RECONSIDERATION OF APPEAL
BOND**

vs.)

James E. Turner, a/k/a James)
Turner, Sr. et. al)

Defendants.)

TO: ATTORNEYS FOR DEFENDANTS

YOU WILL PLEASE TAKE NOTICE that PLAINTIFF, by and through the undersigned attorney, will move before the presiding Judge of the above-captioned court, not earlier than ten days (10) after service of this Notice and Motion, or at a time scheduled by the Court hearing in this matter, pursuant to *Rule 59(e), SCRPC* for reconsideration of its Order, dated August 21, 2023, which required Defendant to post a \$250,000.00 supersedeas appeal bond in the above-referenced case.

The grounds for this Motion are as follows:

1. The Court issued an order of foreclosure in the above-referenced matter on June 15, 2023 [hereinafter "Order of Foreclosure"].

2. On June 30, 2023, the South Carolina Court of Appeals ["Court of Appeals"] issued a temporary Writ of Supersedeas, staying the execution of the Order of Foreclosure.
3. Thereafter, Plaintiff filed a Motion in this Court challenging the undertaking that Defendant filed in this matter [hereinafter referred to as "Plaintiff's Motion"]. Consequently, by order dated July 19, 2023, the Court of Appeals issued an order staying the appeal, pending resolution of Plaintiff's Motion challenging the undertaking.
4. This Court held a hearing on Plaintiff's Motion August 14, 2023, and on August 21, 2023, filed an order requiring the Defendant to post a supersedeas bond in the amount of \$250,000.00. The Court's order setting the supersedeas bond stated that a rehearing, to be scheduled by the Plaintiff, shall be held in the event the Defendant fails to post the \$250,000.00 supersedeas bond.
5. Defendant has made a diligent effort to acquire the \$250,000.00 bond, but it is unlikely that the Defendant can obtain such a bond because of the underwriting requirements that appeal to uniform across the industry. The evidence will show that the bonding industry requires Defendant to post \$250,000.00 in collateral to acquire should bond. Defendant does not have the financial wherewithal to post such collateral.
6. Pursuant to *Rule 59(e), SCRCP*, Defendant asserts the following grounds in support of his Motion for consideration:
 - a. The trial judge has a lot of discretion in setting the supersedeas bond.
 - b. In setting the supersedeas bond, the trial judge abused its discretion because such high bond creates a financial impossibility for the Defendant, which guarantees that the Defendant cannot post the required supersedeas bond.

- c. Setting such a high supersedeas bond is constitutionally permissible because it prevents the Defendant from preventing the sale of his property, under circumstances that are clearly arguable before the appellate. Such high supersedeas bond deprives the Defendant of the equal protection of the laws because it creates a situation where only the wealthy can stop the sale of property in a foreclosure matter on appeal.
- d. The trial judge ignored the fact that at least one parcel of Defendants' property was marked paid in full by the note holder. The trial court then allowed such "paid in full" status to be set aside without even one person without a single COMPETENT witness to testify that such "paid in full" filing was in error. For this reason alone, the Court should set a supersedeas bond or create financial conditions that would allow the Defendant to challenge such egregiously erroneous decision, without the threat of his property being sold. Once the property is sold, there is no remedy that will correct it if the Defendant prevails on appeal.
- e. The Court of Appeals indicated in its order stating the appeal that the Defendant has right to return to the Court of Appeals for a Writ of Supersedeas once the Master in Equity has established resolved the motions. The Order setting the bond fails to provide factual findings to justify the high amount of the supersedeas bond in this case.

WHEREFORE, the Defendant requests the Court to grant him the following relief:

- a. For an order reconsidering the appeals bond to allow the Defendant to pay monthly into the Court, in an amount not to exceed \$1,000.00.
- b. For an order reconsidering the Order setting the supersedeas bond in order to make appropriate findings of fact and conclusions of law.

c. For such further relief this Court deems just and proper, including an order staying the sale of Defendant's property, pending appeal.

Dated: August 24, 2023

At Orangeburg, SC

/s/ Glenn Walters, Sr.
GLENN WALTERS, Sr., Esquire
1910 Russell Street (29115)
Post Office Box 1346
Orangeburg, SC 29116
Phone: 803 531-8844
Fax: 803 531-3628

Attorney for Defendant
James E. Turner, Sr.

ENCLOSURE "C"-Order Amending Supersedeas Bond

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
C/A 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.; *Et
al.*

Defendants,

**ORDER AMENDING SUPERSEDEAS
BOND PURSUANT TO S.C. CODE §§ 18-
9-170 & 18-9-210 & SCRCP RULE 62(d)**

(made following a hearing on defendant's
motion for reconsideration (S.C.R.C.P.59(e))

File No.:3523.0179

WHEREFORE a hearing was held before me on October 12, 2023, pursuant to Defendant's filing of a motion pursuant to S.C.R.C.P. 59(e), requesting reconsideration of the prior supersedeas bond order.

IT IS HEREBY ORDERED that Defendant James E. Turner a/k/a James Turner, Sr. must submit a supersedeas bond in the amount of One Hundred Fifty Thousand and 00/100 dollars (\$150,000.00) in order to stay the judicial sale of the subject properties pending their appeal in the instant case. Said bond is to be submitted with sufficient sureties on or before November 13, 2023.

Should the Defendant fail to submit the required bond within that time, Plaintiff may, at its discretion, contact this Court to schedule a judicial sale of the subject properties.

AND IT IS SO ORDERED!

****JUDGE'S SIGNATURE PAGE TO FOLLOW****

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Richland Common Pleas

Case Caption: Wells Fargo Bank National Association , plaintiff, et al vs James E Turner , defendant, et al
Case Number: 2018CP4004044
Type: Order/Amend

It is so Ordered

s/Joseph M. Strickland, 3055

ENCLOSURE "D"-Undertaking of Ernest E. Yarborough

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

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

Case No.: 2018-CP-40-04044

vs.)

**UNDERTAKING OF ERNEST E.
YARBOROUGH**

James E. Turner, a/k/a James)
Turner, Sr. et. al.)
)
Defendants.)

(SC Code Section 18-9-170)

I, Ernest E. Yarborough, hereby provides this written undertaking in the above-referenced case pursuant to *SC Code Section 18-9-170* as follows:

1. I agree to monitor the foreclosed property during the pendency of the appeal, and I will promptly report any waste of the property by the Defendants, if I discover such waste during the pending of the appeal.
2. That in case the judgment appealed from be affirmed and the land be finally sold for less than the judgment debt and costs then the Appellant shall pay for any waste committed or suffered to be committed on the land and shall pay a reasonable rental value for the use and occupation of the land from the time of the execution of the undertaking to the time of the sale, but not exceeding the amount of such deficiency, which sum shall be duly entered as a payment on the judgment. As surety, I, Ernest E. Yarborough, hereby shall serve as a surety and guarantor of the Appellant financial obligations under Section 18-9-170, not to exceed the sum of One Hundred and Fifty Thousand Dollars and no/100ths.
3. Further, I; understand that as surety, I also shall guarantee that the Appellant shall pay, if the judgment be affirmed, of any taxes due at the time of the appeal or already paid by the mortgagee, or becoming due during the pendency of the appeal, and also for the

payment by appellant of the interest on the debt falling due during the pendency of such appeal.

Signed to an entered this the 13th day of November 2023.

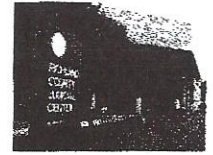
Ernest E. Yarborough

Ernest E. Yarborough
307 Ashley Crest Drive
Columbia, SC 29229
(803) 463-1229

ENCLOSURE "E"-Excerpts of Public Index for case on Appeal



Richland County Fifth Judicial Circuit Public Index



Richland County Home Page [Online Payments](#) [Public Index](#) [City of Columbia Municipal Ct S.C. Judicial Department Summary Ct Dockets](#)

Switch View

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

Case Number:	2018CP4004044	Court Agency:	Richland County Common Pleas	Filed Date:	07/31/2018
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:	Judgment	Disposition Date:	06/15/2023	Disposition Judge:	Strickland, Joseph M.
Original Source Doc:		Original Case #:			
Judgment Number:	2018CP4004044	Court Roster:			

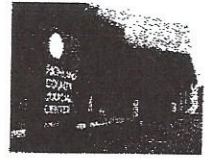
Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Turner, James E	NEF(11-13-2023 03:57:58 PM) Filing/Other	Filing		11/14/2023-09:05		
Turner, James E	Filing/Undertaking of Ernest E Yarborough	Filing		11/13/2023-15:57		
Wells Fargo Bank National Association	NEF(10-17-2023 03:45:20 PM) Order/Amend	Filing		10/17/2023-15:45		
Wells Fargo Bank National Association	Order Amending Supersedeas Bond Pursuant To S.C. Code	Order		10/17/2023-15:45		
Wells Fargo Bank National Association	NEF(10-16-2023 12:47:54 PM) Proposed Order/Amend	Filing		10/16/2023-13:37		
Wells Fargo Bank National Association	Order/Order Cover Sheet \$25.00	Filing		10/16/2023-12:47		
Wells Fargo Bank National Association	NEF(08-31-2023 04:54:20 PM) Notice/Notice of Hearing and...	Filing		08/31/2023-16:56		
Wells Fargo Bank National Association	Notice/Notice of Hearing and Service	Filing		08/31/2023-16:54		
Turner, James E	NEF(08-24-2023 03:26:01 PM) Motion/Reconsider	Filing		08/24/2023-15:33		
Turner, James E	Motion/Reconsideration Of Appeal Bond	Motion		08/24/2023-15:26		
Wells Fargo Bank National Association	NEF(08-21-2023 12:38:31 PM) Master/Order/Other	Filing		08/21/2023-12:38		
Wells Fargo Bank National Association	Master/Order/Order Setting Supersedeas Bond Pursuant to SC C	Order		08/21/2023-12:38		
Wells Fargo Bank National Association	NEF(08-14-2023 12:32:54 PM) Proposed Master/Order/Other	Filing		08/14/2023-12:43		

ENCLOSURE "F"-Master's Sale List for January 2, 2024



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	Tuesday January 2, 2024 Master in Equity Foreclosure Sales Roster
Roster Type	Master's Sales	Roster Begin Date	01/02/2024	Roster End Date	01/02/2024
Roster Id	5				

Attorney Bar Number: _____ Case #: _____ Filed From: _____ Filed Thru: _____

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#	Case / Case Caption	Plaintiff Attorney	Defendant Attorney	Filed Date	Sub Type	Status	Tax Map	Notes
1	2022CP4005239 Reverse Mortgage Funding Llc vs Curtia Orr , defendant, et al	Nicole R. Kuertz (813) 221-4743	Kelley Yarborough Woody (803) 787-9678	10/05/2022	Foreclosure 420	Disposed	R20600-08-09	
3	2022CP4005449 Rh Fund Xxv Llc vs Jeffrey A White , defendant, et al	Joseph Kershaw Spong (803) 929-1400	John R. Alphin (803) 252-4800 Kiera Courtney Dillon (803) 898-5213 Jessica Lerer Fickling (803) 252-4800	10/18/2022	Foreclosure 420	Disposed	042000402	
4	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) 737-4242	03/19/2020	Foreclosure 420	Disposed	16407-08-06	
5	2023CP4002131 Wells Fargo Bank N A vs Janie Angela Rhodes , defendant, et al	John Judson Hearn (803) 771-7900		04/25/2023	Foreclosure 420	Disposed	R08913-17-06	
6	2023CP4001752 South Carolina State Housing Finance And Development Authori vs Thomas C Lawson , defendant, et al	Benjamin E. Grimsley (803) 233-1177 Ryan Joseph Patane (803) 764-3919		04/05/2023	Foreclosure 420	Disposed	R16412-07-04	
7	2023CP4002315 South Carolina State Housing Finance And Development Authori vs Vetina Elliott , defendant, et al	Benjamin E. Grimsley (803) 233-1177 Ryan J. Patane (803) 764-3919	Kelley Yarborough Woody (803) 787-9678	05/05/2023	Foreclosure 420	Disposed	19213-03-18	
8	2023CP4003758 Us Bank Trust National Association , plaintiff, et al vs Sandra M Lloyd , defendant, et al	Stephanie M Huggins (803) 799-9993		07/19/2023	Foreclosure 420	Disposed	14605-05-05	
9	2023CP4000181 Us Bank Trust National Association Owner Trustee , plaintiff,	Heidi B. Carey (803) 799-9993 Lucas S. Fautua (803) 799-9993 Jason Mark Hunter (803) 799-9993		01/12/2023	Foreclosure 420	Disposed	09206-01-01	

	et al vs Mary Ann Darby							
10	<u>2023CP4001971</u> Wells Fargo Bank Na Trustee vs Dathan Stukes , defendant, et al	Heidi B. Carey (803) 799-9993 Lucas S. Fautua (803) 799-9993 Stephanie M Huggins (803) 799-9993	Mary M Caskey (803) 779-3080	04/17/2023	Foreclosure 420	Disposed	30200-07-87	
11	<u>2023CP4003007</u> Burnside Farm Residential Homeowners Association Inc vs Stuart J Benjamin	Ashley Nichole Green (803) 724-5003		06/08/2023	Foreclosure 420	Disposed	R19101-06-02	
12	<u>2023CP4002142</u> Office Park At The Summit Commercial Association Inc vs Perfect Property Llc	Ashley Nichole Green (803) 724-5003 Dean Anthony Hayes (803) 724-5000		04/25/2023	Foreclosure 420	Disposed	R23000-03-31	
13	<u>2023CP4000090</u> Eastman Credit Union vs Michael L Gilbert , defendant, et al	Dean Anthony Hayes (803) 724-5000	Kyle Aaron Brannon (803) 540-2168 Shaun W. Cranford (803) 779-6444 Kiera Courtney Dillon (803) 898-5213 Walter B. Todd Jr. (803) 753-7952	01/06/2023	Foreclosure 420	Disposed	R28808-02-02	
14	<u>2023CP4000225</u> Eagles Rest Homeowners Association Inc vs Stacy Pleaze	Ashley Nichole Green (803) 724-5003 Dean Anthony Hayes (803) 724-5000		01/17/2023	Foreclosure 420	Disposed	R01513-05-13	
15	<u>2023CP4002560</u> Vanderbilt Mortgage And Finance Inc vs Donson D Daniels , defendant, et al	Baxter Lindsay Crawford IV (803) 790-2626 x106	Thomas H. Eller III (803) 896-9902	05/16/2023	Foreclosure 420	Disposed	24300-01-17	
16	<u>2018CP4004044</u> 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 Belton McLeod III (803) 737-3043 Kelley Yarborough Woody (803) 787-9678	12/18/2018	Foreclosure 420	Disposed	12100-03-04/05	
17	<u>2023CP4002563</u> Hermitage House Horizontal Property Regime Inc vs Estate Of Carolyn Harley , defendant, et al	Walter B. Todd Jr. (803) 753-7952		05/16/2023	Foreclosure 420	Disposed		
18	<u>2023CP4003787</u> Farrow Pointe Homeowners Association Inc vs Joseph A Simpson	Walter B. Todd Jr. (803) 753-7952		07/20/2023	Foreclosure 420	Disposed		
19	<u>2020CP4001846</u> Us Bank National Association Indenture Trustee , plaintiff, et al vs Eugene Gilbert , defendant, et al	Brook Dangerfield (803) 454-3540 x1716 Sharonda James (843) 588-1349 Gregory Thomas Whitley (803) 726-2700 Kenneth Gregory Wooten III (803) 726-2700	George John Conits (864) 286-6070 Kiera Courtney Dillon (803) 898-5213 Kelley Yarborough Woody (803) 787-9678	01/04/2021	Foreclosure 420	Disposed	R11915-06-19	
20	<u>2023CP4000414</u> Interstate Td Investments Llc vs Paulette D	Brook Dangerfield (803) 454-3540 x1716 Mary Winter Clark Dawson (803) 771-7900 x1320	Robert M. Sneed (864) 282-2100	01/25/2023	Foreclosure 420	Disposed	11513-06-13	

*

ENCLOSURE "G"-Undertaking of James E. Turner, Sr.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

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

Case No.: 2018-CP-40-04044

Plaintiff,

UNDERTAKING OF JAMES E. TURNER, SR.
[Pursuant to S.C. Code § 18-9-130]

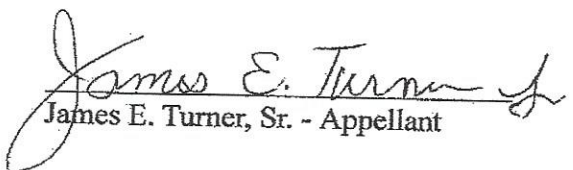
vs.

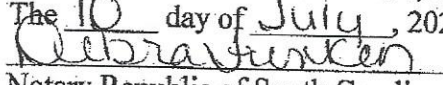
James E. Turner, a/k/a James)
Turner, Sr. et. al.)

Defendants.

NOW COMES JAMES E. TURNER, SR., having been sworn and duly stating the following under oath:

1. I am a named defendant in the above-captioned case. I am over the age of eighteen, and I am informed and believe that I am competent to give this undertaking.
2. This undertaking is given pursuant to *Pursuant to S.C. Code § 18-9-130*.
3. I, James E. Turner, Sr., as a condition of staying the enforcement of the judgment in the above-stated case, enter into an undertaking, with good sureties, in double the appraised value of the property or the amount of the judgment, to pay the judgment with legal interest and all costs and damages the plaintiff may sustain by reason of the appeal or to produce the property levied on and submit to the sale if the judgment is confirmed.
4. Entered and accepted by the under-signed appellant, James E. Turner, Sr. and the two named sureties.


James E. Turner, Sr. - Appellant

Sworn and subscribed before me, this
The 10 day of July, 2023

Notary Republic of South Carolina
My Commission Expires: 7/16/23