

PETITION FOR EMERGENCY WRIT OF RESTITUTION

**“Ye shall have one manner of law, as well for the stranger, as for one of your own country: for I *am* the LORD your GOD.”
Leviticus 24:22**

PETITION to ANY and ALL
Honorable CHANCELLORS holding the CHANCERY COURT at York

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appellate Case No. 2024-000019

RECEIVED

Jan 30 2024

SC Court of Appeals

Kikelomo, Teresa-Lynnette, *suae potestate esse*,
administratrix of Teresa L. Kikelomo,
domiciled in York County; and heirs

Complainants,

vs.

PHH Mortgage Corporation,
a non-resident of the State,

Defendant,

PETITION FOR EMERGENCY WRIT OF RESTITUTION

Grace *be* unto you, and peace, from GOD our Father, and *from* the LORD Jesus Christ. Blessed *be* the GOD and father of our LORD Jesus Christ, who hath blessed us with all spiritual blessings in heavenly *places* in Christ: According as he hath chosen us in him before the foundation of the world, that we should be holy and without blame before him in love: Having predestinated us unto the adoption of children by Jesus Christ to himself, according to the good pleasure of his will, To the praise of the glory of his grace, wherein he hath made us accepted in the beloved. In whom we have redemption through his blood, the forgiveness of sins, according to the riches of his grace; wherein he has abounded toward us in all wisdom and prudence; having made known unto us the mystery of his will, according to his good pleasure which he hath purposed in himself: that in the dispensation of the fulness of times he might gather together in one all things in Christ, both which are in heaven, and which are on earth, *even* in him; in whom also we have obtained an

inheritance being predestined according to the purpose of him who worketh all things after the counsel of his own will: That we should be to the praise of his glory, who first trusted in Christ. In whom ye also *trusted*, after that ye heard the word of truth, the gospel of your salvation: in whom also after that ye believed, ye were sealed with that holy Spirit of promise, Which is the earnest of our inheritance until the redemption of the purchased possession, unto the praise of his glory.

Ephesians 1:2-14

The complainants respectfully show unto this Honorable Court:

The complainants are the owners in fee of a lot in the township of Ebenezer, in York county, situated on Devonshire Drive, shown and designated as Lot 88 of Section A in the registered plan of said town.

Said lot has no encumbrances on it, and no one has any interest therein, except complainants. The deed to complainants for said lot is registered in Book 6867 on Pages 225 and 226.

The defendant, its agents, counsel, and officers have unlawfully obtained, foreclosed upon, retitled, and sold nonexistent interest in the premises.

The defendant obtained a Writ of Assistance, seemingly in the complainant's name, and along with the York County Sheriff's Department seized the premises and disposed of the property within.

Complainants therefore pray that this Honorable Court inquire into the matters set forth herein and offer the relief prayed for below:

1. I pray for your review of the errors and omissions that led to the unlawful sale and removal of occupants and property at the rural property being in Ebenezer Township, York County, South Carolina, shown and designated as Lot 88 of Section A, of Devonshire on a plat recorded in Plat Book 57 at Page 69, and for restitution of said property.
2. That all Orders and actions taken on this, and related cases be reversed.
3. That the defendant be required to answer this bill fully.
4. That the defendant be required to set forth in his answer, a full, true, and particular account of all moneys received by him as guardian, administrator, partner, agent, or trustee; and all the rents and profits received, or that might by due diligence have been received by him from the house and lot, and all the notes, accounts, goods, wares, and merchandise or other property he might have sold, removed, given away or allowed to be removed from said premises; and that the Master be ordered to take and state an account of all the dealings between complainants and the defendant, so as to show the full and true amount due complainant, by reason of the premises.
5. That the complainants' Deed to the real property be recognized as clear, allodial, and absolute.
6. That the complainants may have and recover of the defendant the damages she has suffered by reason of the said quantity and quality of said goods not being as represented.

7. That the complainants may have and recover of the defendant the amount due on said note, principal, and interest; and also the amount due on said account and interest thereon; and all the costs of this cause.

8. That the defendant provide a true and certified copy, Not photocopy of the Original Note under penalty of perjury with unlimited liability to the complainants and confirm that this Note has never been sold. Please also confirm the name of the individual or individuals _____ who is the duly authorised representative from your company, who has carried out due diligence under The Bank Secrecy Act and The Generally Accepted Accounting Principles and what actions s/he has taken in relation to your letter.

9. That the complainants be awarded such further and other relief as they may be entitled to.

I state under penalty of perjury that the above is correct and truthful, except those based on my information and belief.

s/ kikelomo, teresa-l
kikelomo, teresa-l, *suae potestate esse*
General Delivery
Rock Hill South Carolina
Sui Juris

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Honorable CHANCELLORS holding the CHANCERY COURT at York

Kikelomo, Teresa-Lynnette,
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Complainants,

vs.

PHH Mortgage Corporation,
non-resident of the State

Defendant,

“If a soul sin, and commit a trespass against the LORD, and lie unto his neighbor in that which was delivered to him to keep, or in fellowship, or in a thing taken away by violence, or hath deceived his neighbor; or have found that which was lost, and lieth concerning it, and sweareth falsely: in any of all these that a man doth, sinning therein: Then it shall be, because he hath sinned, and is guiltie, that he shall restore that which he tooke violently away, or the thing which he hath deceitfully gotten, or that which was delivered him to keepe, or the lost thing which he found: Or all that about which he hath sworne falsely: he shall even restore it in the principal, and shall add the fifth part more thereto, and give it unto him to whom it appertaineth, in the day of his trespass offering.”

Leviticus 6:2-5

On January 21, 2005, kikelomo, teresa-l, natural woman, civilian, non-enemy nor an ally to an enemy, did sign and execute a mortgage with South Carolina Community Bank which included the rural property herein described.

On February 7, 2005, this mortgage was filed with the York County Clerk under Instrument Number 000222952 and was held with the Register of Deeds in Book 6867 on Page 239.

On October 24, 2006, a satisfaction was stamped PAID IN FULL AND SATISFIED by SOUTH CAROLINA COMMUNITY BANK and was recorded by the Register of Deeds under Instrument Number 000320513 and held in Book 8511 on Page 299. Thereafter, said mortgage was endorsed four (4) times. Once the mortgage was initially satisfied all obligations in said mortgage were discharged.

On January 8, 2024, the York County Sheriff's Department led by Lieutenant H.E. Lilly, Jr. along with a man named Josh, who claimed to be an agent for Catamount Properties 2018 LLC, and his employees did forcefully execute a Writ of Assistance granted by the Honorable Master in Equity, Teasa K. Weaver, incorrectly recorded in the name of Teresa L. Kikelomo. In equity, no action can arise out of fraud. The satisfaction of the mortgage agreement in October of 2006 affirms Teresa L. Kikelomo, her heirs, and assigns are the only entitlement holders of all interests in the aforementioned property. Any sale of the property by anyone other than Teresa L. Kikelomo is deemed to be unlawful.

York County records show that Ocwen Loan Servicing LLC drafted an unlawful titled ASSIGNMENT OF MORTGAGE. Equity acts specifically and not by way of compensation. Ocwen Loan Servicing was unable to sell or transfer any rights after the initial satisfaction. According to Bouvier's law dictionary satisfaction is an entry made on the record, by which a party...declares that he has been satisfied and paid. In South Carolina provision is made by statute, requiring the mortgagee to discharge a mortgage upon the record, by entering satisfaction in the margin. The refusal or neglect to enter satisfaction after payment and demand, renders the mortgagee liable to an action...and subjects him to the payment of damages and other costs.

The complainants did give Notice of Special Appearance with cause as to why they had not and will not abandon their property. She also gave Notice of Subrogation directly to the Office of the Master. Subsequently, on November 28, 2023, a challenge to the jurisdiction of the Court of Common Pleas to properly adjudicate, was brought forth by the complainants, by way of Plea in Abatement. This abatement was delivered by registered mail #RF329896940US to the York County Clerk of Court, but was not filed and recorded. This act of negligence by the clerk did effectively injure my challenge and request for relief. Equity looks to the intent rather than the form. I pray that the registered mail number will be considered as proof of my intent to settle the matter.

Equity regards the beneficiary as the real owner. The actions taken by all parties of the proceedings have constructed a trust which establishes the court and the presiding judge as trustees. kikelomo, teresa-l the living woman is the true beneficiary of the trust. The beneficiary requires that all restitution be awarded and the real property in the township of Ebenezer in York County South Carolina be immediately replevied. One, kikelomo, teresa-l requires that this Writ be presented IN VACATION to ensure equity be done.

Standard of Review

Deuteronomy. 1:17 Ye shall not respect persons in judgment, *but* you shall hear the small as well as the great: ye shall not be afraid of the face of man, for the judgment *is* GOD'S: and the cause that is too hard for you, bring *it* unto me, and I will hear it.

Deuteronomy 17:8 If there arise a matter too hard for thee in judgement, between blood and blood, between plea and plea, and between stroke and stroke, being matters of controversy within thy gates: then shalt thou arise, and get thee up into the place which the Lord thy God shall choose.

Deuteronomy 15:1 At the end of *every* seven years thou shalt make a release, or remission of debts. And this *is* the manner of the release: Every creditor that lendeth *ought* unto his neighbor shall release *it*; he shall not exact *it* of his neighbor, or of his brother; because it is called the LORD'S release.

Leviticus 25:23-24 The land shall not be sold for ever: for the land *is* mine; for ye *are* strangers and sojourners with me. And in all the land of your possession ye shall grant a redemption for the land.

No State shall...pass any...Law impairing the Obligation of Contracts...
Constitution of the United States (of America) Article I, Section 10, Clause 6

Legal maxim: Ex dolo malo non oritur actio. No right of action arises out of fraud.

Express appointment of trustee collapses a trust created by the deposit of a complaint. The filing received and returned by the clerk on November 1st did just that. See Exhibit A.

Whichever party initiates the foreclosure is the holder of the note and as such has the obligation and duty to perform. Ocwen admits to this position and assigns it to their counsel, Hutchens Law Firm, also the counsel for the assignee, PHH Mortgage Corporation, in the master's order and judgment of foreclosure and sale filed in April 2018.

A claim is discharged if the defendant proves that the instrument or accompanying written communication contained a conspicuous statement to the effect that the instrument was tendered as full satisfaction of the claim. UCC 3-311. See Exhibits B, C, and D.

Rule 25 of SCRCP and Federal RCP regarding the Substitution of Parties has not been adhered to by all parties who have brought action against the complainants.

Gibson, H. R. (Henry R., & Chambliss, J. A. (1929). *Gibson's suits in chancery; a treatise setting forth the principles, pleadings, practice, proofs and processes of the jurisprudence of equity, with illustrative forms of pleadings, writs, orders, reports, decrees and other proceedings in suits in chancery from their beginning to their ending and many practical suggestions for solicitors and masters, by Henry R. Gibson ...* (3d ed., rev.brought to date by John A. Chambliss ...). The Baldwin law book company.

The Master in Equity, a misnomer considering it is not placed in an Article 3 court, utilizing the same process stated for review has ordered the foreclosure, sale, satisfaction, and assistance of the Sheriff's department to remove myself, my heirs, assigns, and personal representatives from the property that was merely under her 'control' as trustee. As she has been in performance of actions that breach her fiduciary duty to me, the true entitlement holder in exchange for CATAMOUNT PROPERTIES 2018 LLC, she is relieved of her duties and position. These actions have all been in opposition to her true position in the matter

No person bound to act for another in any matter, can, as to that matter, act for himself.

Equity of Redemption: Equity ensures the protection of a mortgagor's right to redeem their property, preventing the loss of this right through unjust contractual causes.

Trust Arising from Tender of Payment: A trust may arise in situations where a note and mortgage, taken as a pledge, are not returned upon tender of payment, especially if the pledgee receives payment later.

A note is a two-party instrument.

Equity does not aid a volunteer. A grantee of an imperfect deed is a volunteer.



CLERK OF COURT'S OFFICE

Post Office Box 649, York, South Carolina 29745-0649

Date: 12/1/2023 1:46:07 PM
TO: Teresa Lynnett Kikelomo
FROM: Angie Bryant, YORK COUNTY CLERK OF COURT
RE: Documents Received

The above referenced document is being returned for the following reason(s):

1. Requires address, phone number if filing Pro Se.
2. Not dated
3. Not signed
4. Not notarized
5. Incorrect filing fee, Correct amount due: __
6. Requires original signature
7. Requires a Civil Action Cover Sheet
8. Requires Civil Action Cover Sheet filled out in its entirety
(state nature of action, Jury/Nonjury, Signed by attorney/pro-se)
9. Requires a Motion Cover Sheet
10. Requires a Motion Cover Sheet & \$25
11. This is not a York County Common Pleas Case
12. Check/money order must be payable to Clerk of Court
13. Document is a copy, must file original signature
14. Judge denied Motion to Proceed in Forma Pauperis
Original lawsuit is being returned to you and if you wish to pursue you will need to pay the \$150.00 filing fee.
15. Other

Your documents are being returned to you, the caption on the document does not reflect the York County Common Pleas Circuit Court case number, the case parties are incorrect, and your caption says superior court, of York County SC, this is Circuit Court. Please refer to www.sccourts.org for information, forms, and SC Circuit Court Rules.

Thank you,
Common Pleas
Clerk of Court

Respond to: Teresa Lynnett: Kikelomo
General Delivery
Rock Hill Post Office
Rock Hill, South Carolina

superior court, York county, South Carolina

Teresa Lynnett: Kikelomo,)
suae potestate esse)
Demandant)
)
Against,)
)
STATE OF SOUTH CAROLINA,)
COUNTY OF YORK,)
Ocwen Loan Servicing LLC,)
PHH Mortgage Corporation,)
Resource Mortgage Solutions:)
A Division of NetBank,)
RILEY POPE & LANEY LLC)
Master Teasa K. Weaver,)
Defendants.)

Case No. RF 329 8916 940 US

Part One.
Plea In Abatement

Dated: The twenty-seventh day of the eleventh
month in the year of Our Lord and Saviour
Jesus the Christ, Twenty-hundred and twenty-
three.

By Teresa Lynnett: Kikelomo, *suae potestate esse*:

In the matter of: **JUDGEMENT; case No. 2017-CP-46-00768;**
FORCLOSURE 420, 17 DAY OF MAY, 2020.

Be it Known and Remembered by All to Whom These Presents Come and May Concern:

INTRODUCTION

This is a Plea In Abatement issued pursuant to common law rules applicable to such cases, against PHH Mortgage Corporation, Ocwen Loan Servicing LLC, Master Teasa K. Weaver, and COUNTY OF YORK, acting Alien Enemy agents of a statutorily created, foreign *de facto* corporation known as the STATE OF SOUTH CAROLINA. Said agents are attempting to plunder, in the Nature of a *Praemunire*, which is outlawed by the General custom in this state and thus, is in violation of 'The Law of Nations,' 'The Law of War,' 'The South Carolina Constitution,' and the *lex non scripta*, which is the *jus publicum* in this state:

Part One of this matter shall be known as **Plea In Abatement** and contains the following documents titled: **I. Plea In Abatement**; and, **II. Verification by Asseveration**.

I. Plea In Abatement;

Discussion;

Whereas, 'Congress', in the Preamble of Congressional Report No. 93-549, issued November 19, 1973, stated "A majority of the people of the United States have lived all of their lives under emergency rule ... And, in the United States, actions taken by the Government in time of great crisis have - from, at least, the Civil War - in important ways, shaped the present phenomenon of a permanent state of national emergency":

And whereas, according to The Supreme Court, 'Congress' has made little or no distinction between a "state of national emergency," and "a state of war":

And whereas, according to the Law of Nations, "the most immediate effect of a state of war is that it activates the 'Law of War' itself.":

And whereas, according to the Law of War, "martial law is obtained during a state of war and in truth and reality, is no law at all":

And whereas, King Charles the First, in 'The Petition of Right' of June 7, 1628, acknowledged that martial law is repugnant to common law, and is revoked and annulled forever in accordance with law of the land in 'The Great Charter of the Liberties of England and America':

Now therefore, any proceeding to the contrary violates the established customs and usage's, breaches the peace and safety of the people in their Dominions, is an invasion against the people and their Law, and is a trespass on this Good and Lawful Christian Woman:

*** Nimia Subtilitas in Jure reprobatur, et talis Certitudo Certitudinem confundit *.**

Chapter one:

Return of Abandoned Paper; and Averments

Please find attached the following abandoned paper: **JUDGEMENT; case No.**
BF 329 896 940 US: Your abandoned paper is refused for cause without dishonor and without recourse to Me,

and is returned, herewith, because it is irregular and unauthorized, based upon the following, to wit:

Comes Now, This Good and Lawful Christian Woman, grateful to Almighty God for My Liberty, and humbly Extend Greetings and Salutations to you from Jesus, the Christ, and Myself by Visitation, to exercise Ministerial Powers in this Matter, to return your paper, which paper was abandoned by Defendants, but is not accepted.

Your abandoned paper contains the following Marks of Fraud:

First:

Mark: Your abandoned paper does not apply to Me, but to a *persona designata*, for the reason; it does not have upon it's face My full Christian Appellation in upper and lower case letters and in addition, thereto, *suae potestate esse*; and,

Second:

Mark: Your abandoned paper alleges violations of a law, foreign to My Venue, which, no Oath, Promise, Or Law attaches Me thereto; and,

Third:

Mark: Your agency, and the *nom de guerres* PHH Mortgage Corporation, Ocwen Loan Servicing LLC, Master Teasa K. Weaver, STATE OF SOUTH CAROLINA, and COUNTY OF YORK, are not allowed in the South Carolina Constitution and are, therefore, *persona non grata*; and,

Fourth.

Mark: Your abandoned paper has no foundation in Law; for the reason, it is not from an office recognized by the people or General laws in this state; and,

Fifth:

Mark: Your abandoned paper lacks jurisdictional facts necessary to place or bring Me within your venue; and,

Sixth:

Mark: Your abandoned paper is unintelligible and unfamiliar to Me; based upon the following: It is not written in Proper English; being such, it fails to apprise Me of the Nature of any matter alleged, and cannot be recognized lawfully in this state, for the reason; it violates Our general customs and usages; and has no force, effect, or operation outside the venue from which it originates; and,

Seventh:

Mark: Your abandoned paper fails to affirmatively show, upon it's face, lawful authority for your presence in My Venue; and,

Eighth:

Mark: Your abandoned paper fails to affirmatively show, upon it's face, the necessity for your invasion of My Privacy and Dominions; and

Ninth:

Mark: Your abandoned paper fails to affirmatively show, upon it's face, your authority to violate or disparage Me in any way; and,

Tenth:

Mark: Your abandoned paper has no Warrant in Law and is not Judicial in Nature; and,

Eleventh:

Mark: Your abandoned paper is not sealed with authority recognized in South Carolina and is, therefore, a trespass into My Dominions and a breach of the peace; and,

Twelfth:

Mark: Your abandoned paper fails to disclose any legal connection between Myself and your agency; and,

Thirteenth:

Mark: Your abandoned paper is defective and nugatory, due to insufficient Law:

*** Ex Dolo malo non oritur Actio ***

Chapter two:

Firstly:

Whereas, pursuant to constitutional due process requirements and The General Laws of South Carolina, said Alien Enemy agents are not State Judicial Officers having power to issue orders or judgments of any kind:

And whereas, according to the General custom in this state, The General laws of South Carolina, The Law of Nations and The Law of War, said Alien Enemy belligerents cannot invade My Dominions with defective and nugatory paper:

And whereas, your abandoned paper containing threats of plunder, invades My Dominions:

And whereas, My Immunity from invasion is a recognized General custom in this state:

Now therefore, your abandoned paper containing threats of plunder and invasion are a disturbance of the public peace, a public nuisance, and a trespass upon Me:

*** Ex nudo Pacto non oritur Actio ***

Secondly:

Whereas, said Alien Enemy agents are using a form of money inimical to public welfare according to the customs and usages of the people in this state and the standard set by the South Carolina Constitution; and,

Whereas, no Lawful Money of the united States of America is loaned by Resource Mortgage Solutions, A Division of NetBank, - only created debt credit is extended; and,

YORK COUNTY REGISTER OF DEEDS GRANTOR - GRANTEE INDEX DISPLAY

Search Name KIKELOMO	Search Type Standard	Party Type Both	Date Range 07/01/1982 - 01/09/2024	Instrument Group ALL
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KIKELOMO TERESA L

KIKELOMO TERESA L (GRANTOR)

DATE	CODE-BOOK-PAGE	TYPE	DESCRIPTION	AMOUNT	ONE REVERSE PARTY / D STATUS	CROSS-REF	IMG?
02/07/2005	RECORD BOOK-6867-227	MORTGAGE	PD:L 88 S A DEVONSHIRE EB TP		RESOURCE MTG SOLUTIONS	SAT 20913 271 ASSIGNMENT 17471 421	TIFF PDF
02/07/2005	RECORD BOOK-6867-239	MORTGAGE	PD:L 88 S A DEVONSHIRE EB TP		SOUTH CAROLINA COMMUNITY BK		TIFF PDF
09/27/2006	RECORD BOOK-8433-240	MORTGAGE	PD:L 88 S A DEVONSHIRE EB TP		BANK OF AMERICA NA		TIFF PDF
10/24/2006	RECORD BOOK-8511-299	SATISFACTION	PD:ORIG BK 6867 PG 239		SOUTH CAROLINA COMMUNITY BK		TIFF PDF
12/08/2010	RECORD BOOK-11748-187	ASSIGNMENT	PD:ORIG BK 6867 PG 227 TO		RESOURCE MTG SOLUTIONS		TIFF PDF
10/10/2012	RECORD BOOK-12936-120	SATISFACTION	PD:ORIG BK 8433 PG 240		BANK OF AMERICA NA		TIFF PDF
10/21/2014	RECORD BOOK-14448-146	ASSIGNMENT	PD:ORIG BK 6867 PG 227 TO		RESOURCE MTG SOLUTIONS		TIFF PDF
03/29/2019	RECORD BOOK-17471-421	ASSIGNMENT	LD:TO PHH MORTGAGE CORPORATION		RESOURCE MORTGAGE SOLUTIONS	MORTGAGE 6867 227	TIFF PDF
08/23/2023	RECORD BOOK-20913-271	SATISFACTION			RESOURCE MORTGAGE SOLUTIONS	MORTGAGE 6867 227	TIFF PDF

KIKELOMO TERESA L (GRANTEE)

DATE	CODE-BOOK-PAGE	TYPE	DESCRIPTION	AMOUNT	ONE REVERSE PARTY / D STATUS	CROSS-REF	IMG?
02/07/2005	RECORD BOOK-6867-225	DEED	PD:L 88 S A DEVONSHIRE EB TP		RUSSELL S FRANKLIN-II		TIFF PDF

KIKELOMO TERESA L-BY MASTER

KIKELOMO TERESA L-BY MASTER (GRANTOR)

DATE	CODE-BOOK-PAGE	TYPE	DESCRIPTION	AMOUNT	ONE REVERSE PARTY / D STATUS	CROSS-REF	IMG?
08/11/2023	RECORD BOOK-20895-272	DEED	SD:DEVONSHIRE LT:88 SE:A TWNHP:EBENEZER		CATAMOUNT PROPERTIES 2018 LLC		TIFF PDF

Print Screen

Book Type RECORD BOOK ▼	Book #	Page #	Search
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Return To Search
Options Screen
Search Screen

Return to Name
Pick Screen
Name Pick

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS
CASE NO. 2017-CP46-00768

PHH Mortgage Corporation,

PLAINTIFF,

**ORDER TO SATISFY MORTGAGE
BY FORECLOSURE**

vs.

Teresa L. Kikelomo;

DEFENDANT(S).

The above entitled foreclosure action has been ended, and the Clerk of Court for York County, South Carolina is hereby authorized to mark satisfied by foreclosure the mortgage recorded in Mortgage Book 6867 at page 227.

JUDGE'S SIGNATURE PAGE TO FOLLOW



2023026269

SATISFACTION
RECORDING FEES \$10.00

PRESENTED & RECORDED:
08-23-2023 09:03:27 AM

BK: RB 20913
PG: 271 - 272
ANGIE M BRYANT
CLERK OF COURT
YORK COUNTY, SC
BY: CASSI REDDEN CLERK





York Common Pleas

Case Caption: PHH Mortgage Corporation , plaintiff, et al VS Teresa L Kikelomo ,
defendant, et al
Case Number: 2017CP4600768
Type: Master/Order/Other

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2023-08-21 14:53:18 page 2 of 2

ELECTRONICALLY FILED - 2023 Aug 21 2:55 PM - YORK - COMMON PLEAS - CASE#2017CP4600768

WHEN RECORDED RETURN TO:
HUGH M. COOPER
AT LAW
100 COLLEGE STREET, 2ND FL.
COLUMBIA, SC 29201

FILED FOR RECORD 02/07/2005
AT 10:38:11AM BDDK 06867 PAGE 00239
David Hamilton - Clerk of Court
York County Courthouse
Instrument Number: 000222952

THIS MORTGAGE PAID IN FULL AND SATISFIED

This 19th Day of September 2005
Aimee Richardson
Walter S. Taylor, UP
South Carolina Community Bank
COLUMBIA, S.C.

FILED FOR RECORD 10/24/2006
AT 10:41:18AM BDDK 08511 PAGE 00299
David Hamilton - Clerk of Court
York County Courthouse
Instrument Number: 000320513

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

14699

SATISFIED
MORTGAGE

THIS MORTGAGE dated January 21, 2005, is made and executed between TERESA L KIKELOMO, whose address is 1800 Long Creek Drive, Columbia, SC 29210 (referred to below as "Grantor") and South Carolina Community Bank, whose address is 1545 Sumter Street, Columbia, SC 29201 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in YORK County, State of South Carolina:

See EXHIBIT A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 3121 DEVONSHIRE DRIVE, ROCK HILL, SC 29732.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

A. Jarvis

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace

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