

EXHIBIT A

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY
VAK M250 Fund, LLC,

IN THE COURT OF COMMON PLEAS
C/A NO.: 2022-CP-08-

Plaintiff,

vs.

SUMMONS AND NOTICE

Ronald D. Pringle, Cleo R. Pringle, and
SERVHL Underlying Trust 2019-1,

Defendants.

(File No. 4044.11322)

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 2838 Devine Street, Columbia, South Carolina 29205, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Plaintiff.

YOU WILL ALSO TAKE NOTICE that should you fail to answer the foregoing Summons, the Plaintiff will move for a general Order of Reference of this cause to the Master-in-Equity or a Special Referee for the aforesaid County, which Order shall, pursuant to Rule 53, SCRCF, specifically provide that the said Master or Special Referee is authorized and empowered, to enter a final judgment in this case and any appeal from the final judgment entered herein to be made directly to the Supreme Court.

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. §29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative Plaintiff will move before a Judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage which is the subject of this action and the Complaint attached hereto.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION GAINED WILL BE USED FOR THAT PURPOSE.

RILEY POPE & LANEY, LLC

s/ Stephanie M. Huggins
Stephanie M. Huggins, SC Bar #101757
2838 Devine Street
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

September 30, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
C/A NO.: 2022-CP-08-

VAK M250 Fund, LLC,

Plaintiff,

vs.

Ronald D. Pringle, Cleo R. Pringle, and
SERVHL Underlying Trust 2019-1,

Defendants.

COMPLAINT

FOR A FIRST CAUSE OF ACTION
Foreclosure of Real Estate Mortgage

(Non-Jury)

(File No. 4044.11322)

The Plaintiff above-named, complaining of the Defendants above named, herein alleges:

GENERAL ALLEGATIONS

1. This is an action for the foreclosure of a mortgage upon real estate in Berkeley County, South Carolina.
2. The Plaintiff is a corporation or other legal entity duly organized and existing under and by virtue of the laws of one of the States of The United States of America and is authorized to transact business in the State of South Carolina.
3. The Plaintiff is holder of or otherwise entitled to enforce the Note and Mortgage described hereafter and that are the subject of this action.
4. Selene Finance is the current loan servicer; however, the loan servicer may change from time to time subsequent to the filing of the complaint. Proof of debt may be submitted by affidavit of the Plaintiff's current loan servicer.
5. Some lien on or right, title, or interest in the real estate, the subject of this action, may be claimed by the Defendants herein.
6. Based upon a search of the public records of Berkeley County, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of the Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made Defendants.
7. The Defendants herein described, if any, as judgment creditors, have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of S.C. Code Ann. §15-35-840.
8. On or about December 27, 1996, Ronald D. Pringle and Cleo R. Pringle made, executed and delivered unto First Family Financial Services, Inc. a certain Note ("Note") in the principal sum of Fifty Seven Thousand Twenty One and 51/100 (\$57,021.51) Dollars, with an interest rate of 15.50% per annum,

payable in monthly installments of principal and interest of \$772.00 beginning on February 2, 1997, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

9. In order to secure the payment of the Note according to the terms and conditions thereof, Ronald D. Pringle and Cleo R. Pringle made, executed and delivered unto First Family Financial Services, Inc. a certain real estate mortgage ("Mortgage") covering the following described property (the "Property"):

All that certain piece, parcel or lot of land situate, lying and being in First Goose Creek Parish, Pringle Town, Berkeley County, South Carolina, containing 0.75 acres, more or less, with the following metes and bounds: Beginning at an iron pipe approximately 200 feet East of State Road 27 a bearing of North 10 degrees 01 minutes 20 seconds East a distance of 30.00 feet to an iron along the Eastern right-of-way of an unimproved county road; thence a bearing of South 79 degrees 58 minutes 40 seconds East a distance of 313.98 feet to an iron and a bearing of South 10 degrees 01 minutes 20 seconds West a distance of 130.21 feet, both courses along the lands of George Pringle; thence a bearing of North 84 degrees 29 minutes 33 seconds West a distance of 214.65 feet to an iron along the Lands of Joseph J. Grooms; thence a bearing of North 10 degrees 01 minutes 20 seconds East a distance of 117.10 feet and a bearing of North 79 degrees 58 minutes 40 seconds West a distance of 100.00 feet to the point of beginning.

Being the same property conveyed to Ronald D. Pringle and Cleo R. Pringle by deed of George C. Pringle, dated October 4, 1991 and recorded October 24, 1991 in Deed Book 03 at Page 22.

10. The Mortgage was signed, witnessed and probated; thereafter the Mortgage was recorded in the public records of Berkeley County on January 2, 1997, in Book 990 at Page 328. Thereafter, by assignment recorded February 9, 2017 in Book 2389 at Page 170, the mortgage was assigned to Bayview Loan Servicing, LLC; thereafter by assignment recorded May 22, 2017 in Book 2469 at Page 23, the mortgage was assigned to Citifinancial Servicing LLC; thereafter by assignment recorded March 12, 2018 in Book 2693 at Page 529, the mortgage was assigned to Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A; thereafter, by assignment recorded June 25, 2020 in Book 3405 at Page 969, the mortgage was assigned to Revolve Capital Group, LLC; thereafter, by assignment recorded March 16, 2021 in Book 3731 at Page 968, the mortgage was assigned to the Plaintiff. A copy of the Plaintiff's Mortgage and Assignment(s) are collectively attached hereto as Exhibit "B" and made a part hereof by reference.

11. According to the public records of Berkeley County, the Property is identified by the Berkeley County Tax Assessor as TMS No. 156-00-02-069 with an address of 1298 Old Gilliard Road, Ridgeville, SC 29472.

12. The Mortgage evidences and secures the repayment of money advanced by the Plaintiff, or its predecessor in interest, to, or on behalf of, the mortgagors and constitutes a first mortgage lien on the Property.

13. The hereinafter named Defendant(s) may have some interest in or lien upon the property which is the subject of this action by virtue of the matter and issues herein below alleged. In the event there is a surplus from the foreclosure sale of the subject property, the validity, priority and amount of such lien or claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c) SCRC. These liens or interests are described as follows:

SERVHL Underlying Trust 2019-1, by virtue of a UCC Financing Statement given by Ronald Pringle and Cleo Pringle, recorded June 29, 2022 in Book 4294 at Page 418. Any such interest in or lien upon the real property is junior and subordinate to Plaintiff's first mortgage.

FOR A FIRST CAUSE OF ACTION
(Foreclosure of Mortgage)

14. The Plaintiff incorporates the allegations of the preceding Paragraphs as if repeated verbatim.

15. With regard to the Note and/or Mortgage which are the subject matter of this suit, Plaintiff and its attorney have provided all applicable notices and rights to cure as required and otherwise have complied with all applicable Federal, State, and local statutes, laws, rules, regulations, orders or other government directives.

16. The installments of principal and interest which became due on December 1, 2021 have not been paid although demand for the payment thereof has been made and the Plaintiff, as the holder of the Note and Mortgage, elects to and does declare the entire balance of said principal and interest due and payable at once, and that there is now due and owing and unpaid upon the said Note and Mortgage the sum of Forty Six Thousand Three Hundred Thirty Five and 19/100 (\$46,335.19) Dollars as of December 1, 2021, with a current interest rate of 4.6250% per annum from November 1, 2021, together with reasonable attorney's fees and the costs and disbursements of this action, plus all moneys, if any, advanced by the Plaintiff under the terms of the Note and Mortgage for the payment of ad valorem taxes and/or insurance premiums, property maintenance, and securing thereof or otherwise.

17. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action, and under the terms of the Note and Mortgage, Plaintiff's counsel is entitled to reasonable attorney's fees and costs of this action.

18. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the Property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

19. Plaintiff's right to a personal or deficiency judgment pursuant to S.C. Code Ann. §29-3-650 and §29-3-660 is expressly demanded against Ronald D. Pringle, Cleo R. Pringle.

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

(1) Ascertain and determine the amount due upon the Note and Mortgage held or being enforced by Plaintiff together with attorney's fees and costs of this action.

(2) Declare Plaintiff's Mortgage a first mortgage lien on the Property, and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees, the costs of maintaining the Property or securing and inspecting the Property, if any, incurred as a result of this delinquency, and for the costs of this action.

(3) If necessary, appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagors, and/or the grantee(s) of the mortgagors, and/or tenant(s) occupying or exercising control over the Property and hold the same subject to the further order of this Court.

(4) Sell the Property, bar any equity of redemption, and apply the proceeds of sale as follows:
First, to the costs and expenses of the within action and sale;
Second, to the payment and discharge of the amount due on the Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, SCRCP.

(5) Issue an order directing the Sheriff of Berkeley County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the Property should the same become necessary.

(6) Grant judgment against the Defendant Ronald D. Pringle, Cleo R. Pringle pursuant to S.C. Code Ann. §29-3-650 and §29-3-660.

(7) Order such other and further relief as may be just and proper.

RILEY POPE & LANEY, LLC

s/ Stephanie M. Huggins
Stephanie M. Huggins, SC Bar #101757
2838 Devine Street
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

September 30, 2022
Columbia, South Carolina

EXHIBIT B

COMBINED NOTE AND SECURITY AGREEMENT

YOUR ACCOUNT IS PAYABLE IN THE OFFICE OF THE LENDER INDICATED BELOW

FIRST FAMILY FINANCIAL SERVICES, INC.
4528 LADSON ROAD SUITE 13
SUMMERVILLE, SC 29485

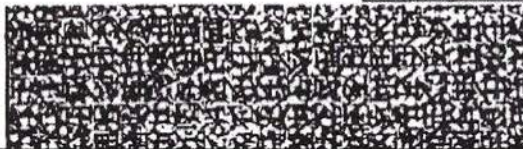
INSURANCE:
Credit Life, Credit Disability, and Involuntary Unemployment Insurance: CREDIT LIFE, CREDIT DISABILITY AND INVOLUNTARY UNEMPLOYMENT INSURANCE ARE NOT REQUIRED IN CONNECTION WITH THIS LOAN AND WERE NOT A FACTOR IN THE APPROVAL OF THIS EXTENSION OF CREDIT. If you chose to obtain credit insurance through Lender as indicated on the separately signed and dated Insurance Notice to Loan Applicant for the indicated term, the cost thereof is shown in Items 4, 5, 6 & 7 herein and is included in the Amount Financed.

Date finance charge begins to accrue

ACCOUNT NUMBER TYPE
[] X 01/02/97

BORROWERS NAME/MAILING ADDRESS

PRINGLE, MR, RONALD D, CLEO
1298 OLD GILLIARD RD
RIDGEVILLE, SC, 294727405



DATE OF LOAN & THIS STATEMENT	FIRST PAYMENT DUE DATE	OTHERS SAME DAY OF EACH MONTH	FINAL PAYMENT DUE DATE	FIRST PAYMENT	OTHER PAYMENTS	TOTAL PAYABLE IN MONTHLY PAYMENTS
12/27/96	02/02/97		01/02/17	772.00	772.00	240

13	56555.17	AMOUNT PAID ON YOUR ACCOUNT WITH LENDER				
24	6.34	CERTAIN AMOUNTS PAID TO YOU OR ON YOUR BEHALF				
33	56561.51	NET PROCEEDS TO YOU (1 + 2)				
45	N/A	AMOUNTS PAID TO INSURANCE COMPANIES ON YOUR BEHALF				
45	NONE	DISABILITY INSURANCE PREMIUM				
55	NONE	SINGLE LIFE INSURANCE PREMIUM				
65	NONE	JOINT LIFE INSURANCE PREMIUM				
75	NONE	INVOLUNTARY UNEMPLOYMENT INS. PREMIUM				
85	10.00	AMOUNTS PAID TO PUBLIC OFFICIALS ON YOUR BEHALF				
95	150.00	RECORDING & RELEASING FEES				
105	150.00	CLOSING COSTS TO ATTORNEY				
105	150.00	APPRAISAL FEE TO APPRAISER				
115	NONE	TITLE INSURANCE COST TO TITLE INS. CO.				
125	150.00	TITLE EXAM. COST TO TITLE CO.				
135	57021.51	AMOUNT FINANCED (3 THRU 12)				
145	NONE	ORIGINATION FEE (PREPAID FINANCE CHARGE)				
155	128258.49	INTEREST	15.50	% AGREED RATE OF CHARGE		
165	128258.49	FINANCE CHARGE	15.50	% ANNUAL PERCENTAGE RATE		
175	185280.00	TOTAL OF PAYMENTS (13 + 14)				

ITEMIZATION OF AMOUNT FINANCED (ENTIRE BLUE PORTION) AMOUNTS PAID TO YOU OR TO CERTAIN OTHERS ON YOUR BEHALF

TO: BORROWER	RONALD & CLEO PRINGLE	\$ 6.34
TO: N/A		\$.00
TO: N/A		\$.00
TO: N/A		\$.00
TO: N/A		\$.00
TO: N/A		\$.00
TOTAL PAID (Line 2' above)		\$ 6.34

NOTE

REPAYMENT OF NOTE: For value received, you the Borrower (and Co-Borrower, if any), jointly and severally, promise to pay to the order of the above named Lender at its office at the above address the Principal Amount (Amount Financed plus non-refundable Origination Fee) together with interest on said Principal Amount at the Agreed Rate of Charge stated above in consecutive monthly installments as indicated above. After maturity, interest shall continue to accrue at the Agreed Rate of Charge stated above. After maturity, interest will be charged at the Agreed Rate of Charge.

SECURITY AGREEMENT

For and in consideration of the loan evidenced by the above Note, you hereby give, grant and convey to Lender, its successors and assigns, a security interest in real estate owned by you located at your principal residence stated above and/or located elsewhere and more particularly described in a Mortgage/Trust Deed of even date (hereafter "collateral"), to secure payment of said loan and your other obligations under the above Note and of all renewals and refinancings of the above Note.

You also give a security interest in other property now owned by you as follows: _____

A security interest is also taken in any returned or unearned premiums on all insurance policies written in connection with this loan, and in the proceeds of any money paid for damages to said property by an insurance company. Said money, at Lender's option, may be applied toward payment of this indebtedness.

I the undersigned, in consideration of the granting of the loan hereunder to the Borrower(s) named above, hereby grant to Lender a security interest in the property described above, and all proceeds thereof, in accordance with all of the terms and conditions of the Note and Security Agreement herein and acknowledge receiving a completed copy of this Combined Note and Security Agreement

Witness _____ Signature _____ (SEAL) _____ Date _____

YOU UNDERSTAND AND AGREE THAT ALL OF THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THE NOTE AND SECURITY AGREEMENT AS IF FULLY SET FORTH AT THIS POINT

You authorize the amounts paid to you or on your behalf stated above and acknowledge receipt of a copy of this document which was completely filled in prior to the time it was signed.

First Family Financial Services, Inc.
Company (Lender/Secured Party)
By: [Signature] Manager or Agent
Borrower: Ronald D. Pringle (SEAL)
Borrower: Cleo B. Pringle (SEAL)

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

ADDITIONAL TERMS AND CONDITIONS OF NOTE AND SECURITY AGREEMENT

OBLIGATIONS FOR COLLATERAL: You represent that you own and lawfully possess the collateral and that it is and will continue free from all encumbrances. You agree to pay promptly when due all taxes and assessments on the collateral and to satisfy all liens impressed against it. The collateral shall at all times be at your risk. The loss or destruction of the collateral from any cause, with or without your fault, will not effect in any way your liability to repay any and all indebtedness covered by this agreement. If you fail to pay any taxes, assessments or liens against the collateral, Lender may, at its option, do so, and such advance shall become a principal part of this indebtedness and shall be secured by this agreement. You will not remove any motor vehicle included in the collateral from this State and not remove other collateral from your address shown on reverse side without Lender's permission. You will not use collateral illegally and will not sell or dispose of the collateral without Lender's consent.

DEFAULT: After you have been in default for failure to make a required payment for **10** days or more, Lender may give you notice of your right to cure such default within **20** days after such notice is sent. If you fail to cure such default in the manner stated in such notice, or if you cure the default after such notice is sent but default with respect to a future installment by failing to make payment when due, or if you default in any other manner under this contract, the entire balance, less credit for unearned charges, shall, at the option of Lender, become due and payable, without notice or demand. On any such default or failure, you will, upon Lender's request, deliver the collateral to Lender who may take and retain possession thereof and of anything found therein, as custodian. Lender may also enter any premises where the collateral may be to take possession thereof, and may dispose of it in any reasonable manner, upon at least ten days notice. Lender shall have, in addition, all of the remedies of a secured party under the Uniform Commercial Code. Lender may charge and collect reasonable attorney's fees not to exceed **15%** of the unpaid balance if you are in default and this Note is referred to an attorney, not a salaried employee of Lender.

INSURANCE: You will keep the collateral insured, in form satisfactory to Lender, against risk of loss, damage, or destruction. You warrant and covenant to Lender that you hereby irrevocably constitute and appoint Lender and its agents as your attorney-in-fact with full authority to renew insurance on the collateral, prove losses, adjust and collect claims and receive and endorse drafts or other documents issued in payment of claims, whether in your name or otherwise. As such attorney-in-fact, Lender shall have full authority to cancel any such insurance policy and receive a refund for any unearned premium thereunder. In the event you fail to obtain or maintain in force the insurance required above, Lender, as attorney-in-fact, may obtain and pay for such insurance, either dual or single interest, for a period up to the remaining term of the indebtedness, and add the amount of premium together with interest at the rate stated in this agreement to this note.

RETURNED CHECKS: Lender will charge a returned check charge of **\$25.00** for checks on which payment is refused by the drawee.

ARBITRATION: The parties have on this date entered into a separate Arbitration Agreement, the terms of which are incorporated herein and made a part hereof by reference.

MISCELLANEOUS: Acceptance of any payments after maturity, or waiver or condonation of any breach or default, shall not constitute a waiver of any later or other breach or default. No representations, promises or statements have been made by Lender unless contained herein in writing. Any provisions hereof shall be deemed modified, or, if necessary, deleted to conform to the laws of this State. All rights of Lender hereunder shall inure to the benefit of its successors and assigns, and all of your obligations mentioned herein to Lender shall bind your heirs, legal representatives, successors and assigns. Where the context requires, the singular shall be deemed the plural and the plural shall be deemed the singular.

(The following space is for more detailed description, if desired, of property in which security interests are to be granted. If the space is utilized, you must sign on the lines provided below.)

NOTICE: See other side for important information

Borrower

Borrower

NOTE ALLONGE

Statement of Purpose: This Note Allonge is attached to and made part of the Note, for the purpose of Noteholder Endorsements to evidence transfer of interest.

Loan Number(s):

Borrower(s): RONALD PRINGLE and CLEO PRINGLE

Property Address: 1298 OLD GILLIARD RD, RIDGEVILLE, SC 29472

Original Loan Amount: \$57,021.51

Date of Note: 1/2/1997

PAY TO THE ORDER OF:

Revolve Capital Group, LLC

WITHOUT RECOURSE OR WARRANTY

WILMINGTON SAVINGS FUND SOCIETY TRUSTEE OF STANWICH MORTGAGE LOAN TRUST A

by Carrington Mortgage Services, LLC, its Attorney in Fact

By:  _____

Name: Chris Lechtanski

Title: VP, Collateral Operations

ALLONGE TO NOTE

THIS NOTE ALLONGE IS TO BE ATTACHED TO AND MADE PART OF THE NOTE, FOR THE PURPOSE OF NOTEHOLDER ENDORSEMENTS TO EVIDENCE TRANSFER OF INTEREST.

LOAN NUMBER:

NOTE DATE: **DECEMBER 27, 1996**

ORIGINATOR: **FIRST FAMILY FINANCIAL SERVICES, INC**

BORROWER: **RONALD PRINGLE
CLEO PRINGLE**

ORIGINAL LOAN AMOUNT: **\$57,021.51**

PAY TO THE ORDER OF: **VAK M250 FUND, LLC**

WITHOUT RECOURSE:

**REVOLVE CAPITAL GROUP, LLC
BY KC WILSON & ASSOCIATES
ITS ATTORNEY-IN-FACT**

BY: 

NAME: **MARC BLUNDEN**

TITLE: **VICE PRESIDENT**

EXHIBIT C

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

VAK M250 Fund, LLC,

Plaintiff,

vs.

Ronald D. Pringle, Cleo R. Pringle, and
SERVHL Underlying Trust 2019-1,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2022-CP-08-02386

**ORDER DENYING
DEFENDANTS RONALD D. PRINGLE AND
CLEO R. PRINGLE'S PETITION TO SET ASIDE
ORDER of SUMMARY JUDGMENT AND SALE**

On August 24, 2023, this Court entered an Order of Summary Judgment of Foreclosure and Sale Decree ("Order") that foreclosed on a mortgage secured by property located at 1298 Old Gilliard Road, Ridgeville, South Carolina ("Property"), and ordered the property to be sold at public auction on October 4, 2023. On September 20, 2023, Defendants Ronald D. and Cleo R. Pringle ("Defendants") filed a Motion to Set Aside this Order. On September 27, 2023, Defendants filed what was described as a Verified Petition for an Ex Parte Temporary Restraining Order to Set Aside Foreclosure Sale, which restated Defendants' arguments raised within its September 20th Motion. On September 28, 2023, this Court entered a Temporary Restraining Order and stayed the foreclosure sale pending a hearing on Defendant's Motion or Petition scheduled for October 12, 2023. On October 4, 2023, Plaintiff filed a Brief in Opposition to Defendants' Motion and Petition, which was served upon Defendants.

On October 12, 2023, a hearing was held on Defendants' Motion. M. McMullen Taylor appeared on behalf of the Plaintiff. Tamiaka Pollard, the Pringles' appointed agent, was present for the Pringles. Defendants did not introduce any evidence during the hearing. Plaintiff's counsel presented the original Note and Allonges, which was examined by Defendants and this Court. Based upon the filed Motion and

Petition and Brief in Opposition, along with oral arguments made during the hearing and the examination of the original Note and Allonges, I find, conclude and order as follows.

STANDARD OF REVIEW

Due to Defendant's Motion or Petition being filed past the 10-day time period in which a party may move to alter or amend the Order under Rule 59(e), SCRCP, the Motion or Petition are untimely under Rule 59(e). Therefore, this Court characterizes Defendants' Motion or Petition as a Motion for Relief from Judgment pursuant to Rule 60(b), SCRCP.

"The decision to deny or grant a motion made pursuant to Rule 60(b), SCRCP, is within the sound discretion of the trial judge." Ware v. Ware, 404 S.C. 1, 10, 743 S.E.2d 817, 822 (2013). "The movant in a Rule 60(b) motion has the burden of presenting evidence proving the facts essential to entitle him to relief." Sanders v. Smith, 431 S.C. 605, 613, 848 S.E.2d 604, 608 (Ct. App. 2020). "A claim of fraud upon the court requires proof by clear and convincing evidence." Id.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Under Rule 60(b), SCRCP, a party may move for relief from judgment for the following reasons:

- (1) Mistake, inadvertence, surprise, or excusable neglect;
- (2) Newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);
- (3) Fraud, misrepresentation, or other misconduct of an adverse party;
- (4) The judgment is void;
- (5) The judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application.

Defendants claim that Plaintiff lacks standing to bring the foreclosure action against them because Plaintiff allegedly does not have an enforceable interest in the note or mortgage. They based their claims upon the Note and its Allonges, and the Mortgage Assignments, all of which were available to Defendants during this Court's hearing on Plaintiff's Motion for Summary Judgment. Defendants did not present any competent evidence supporting their Motion.

Plaintiff is the holder of or otherwise entitled to enforce the Note and Mortgage. A “holder” is defined to include “the person in possession of a negotiable instrument that is payable either to bearer or an identified person that is the person in possession.” S.C. Code Ann. § 36-1-201(21). In 1997, Defendants signed a Note payable to First Family Financial Services, Inc. By a Note Allonge made out to blank, the Note was held by Wilmington Savings Fund Society, Trustee of Stanwich Mortgage Loan Trust A. The Note was then endorsed to Revolve Capital Group, LLC, who, by a subsequent Note Allonge, endorsed the Note to Plaintiff. South Carolina law authorizes endorsements that appear on a separate piece of paper (known as an allonge) affixed to the Note. S.C. Code Ann. § 36-3-204(a). The holder of a mortgage note is entitled to enforce the note and mortgage. S.C. Code Ann. § 36-3-301. Plaintiff sufficiently established that it is the holder of the Note. Therefore, Plaintiff is a real party in interest and has standing to bring the foreclosure action against Defendants.

Defendants also argue that the mortgage assignment chain is broken by virtue of alleged fraudulent signatures of assignors of the Mortgage. Without any evidence, Defendants claim that the Assignments were signed by people who either lacked authority to sign or misrepresented their authority to sign the Assignments. All of the Assignments in this case explicitly state, either below the signature or within the Acknowledgement, that the signor has the authority to sign the Assignment. Defendants merely offer conjecture and speculation, which cannot defeat the validity of the Assignments.

Even if Defendants had standing and introduced competent evidence to support their claims of invalid assignments, their argument would still fail because the Plaintiff’s possession of the Note automatically carries with it the assignment of the Mortgage securing the Note. Union Nat. Bank of Columbia v. Cook, 110 S.C. 99, 96 S.E. 484, 486 (1918); Bank of Am., N.A. v. Draper, 405 S.C. 214, 220, 746 S.E.2d 478, 481 (Ct. App. 2013). Plaintiff holds the Note, therefore, Plaintiff possesses an interest in the Mortgage and can enforce it.

IT IS SO ORDERED that Defendants' Motion and Petition are denied.

SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE
 CASE NO. 2022-CP-08-02386

VAK M250 Fund, LLC

PLAINTIFF

vs.

Ronald D. Pringle, Cleo R. Pringle, and SERVHL Underlying
 Trust 2019-1

DEFENDANTS.

Submitted by: Riley Pope & Laney, LLC Post Office Box 11412, Columbia, SC 29211	Attorney for Plaintiff
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DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other – _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j) SCRPC; Bankruptcy; Binding Arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other – _____
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other – _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow); Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount to be Enrolled (List amount(s) below)
		N/A

If applicable, describe the property, including tax map information and address, referenced in the order:

Tax Map # 156-00-02-069; 1298 Old Gilliard Road, Ridgeville, SC 29472

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

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

 Circuit Court Judge

 Judge Code

 Date



Berkeley Common Pleas

Case Caption: Vak M250 Fund, Llc , plaintiff, et al VS Ronald D Pringle , defendant,
et al
Case Number: 2022CP0802386
Type: Order/Other

AND IT SO ORDERED!

s/Dale E. Van Slambrook #3079

Electronically signed on 2023-10-23 14:12:23 page 7 of 7

Common Pleas

Clerk : Leah Guerry Dupree
300 B California Avenue
Moncks Corner, SC 29461

Phone:(843) 719-4400 Fax:(843) 719-4509

Received From: Huggins, Stephanie M
2838 Devine Street
Columbia, SC 29205

Date: 11/22/2023
Receipt #: 6124454
Clerk: c08tcody

Paying for: Pringle, Cleo R

Transaction Type: Payment

Reference #:

Payment Type: Cash \$25.00

Comment:

Total Paid: \$25.00

Non-Refundable

Total Received: \$25.00

Change Due: \$0.00

You may check the status of your Berkeley case at:

<http://www.sccourts.org/caseSearch/>

<u>Case #</u>	<u>Caption</u>	<u>Previous Balance</u>	<u>Amount Paid</u>	<u>Balance Due</u>
2022CP0802386	Vak M250 Fund, Lic , plaintiff, et al VS Ronald D Pringle , defendant, et al	\$25.00	\$25.00	\$0.00



Total Cases: 1 \$25.00 \$25.00 \$0.00

EXHIBIT D

STATE OF SOUTH CAROLINA **FILED** IN THE COURT OF COMMON PLEAS
COUNTY OF Berkeley JUDICIAL CIRCUIT

2023 NOV 22 PM 3:12
CASE NO.: 2022-CP-08-02386

VAK M250 FUND, LLC LEAH GUERRY DUPRE
CLERK OF COURT
BERKELEY COUNTY, SC FORM AND COVERSHEET

vs.

Ronald D Pringle, Cleo R Pringle
Defendant.

Plaintiff's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	Defendant's Attorney: <u>12980ld</u> , Bar No. _____ Address: <u>1298 Old Gilliland Rd, Ridgville</u> SC29472 Phone: <u>(843) 442-3455</u> Fax _____ E-mail: <u>mrsdco.pringle@other</u>
<input type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input checked="" type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: _____ Estimated Time Needed: _____ Court Reporter Needed: <input type="checkbox"/> YES/ <input type="checkbox"/> NO	
SECTION II: Motion/Order Type	
<input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order. <u>Cleo R. Pringle</u> <u>11/22</u> , 2023 Signature of Attorney for <input type="checkbox"/> Plaintiff / <input checked="" type="checkbox"/> Defendant Date submitted	
SECTION III: Motion Fee	
<input type="checkbox"/> PAID - AMOUNT: \$ _____ <input type="checkbox"/> EXEMPT: (check reason) <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRPC) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ <input type="checkbox"/> Other: _____	
JUDGE'S SECTION <input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other: _____	JUDGE CODE _____ Date: _____, 20____
CLERK'S VERIFICATION	
Collected by: _____	Date Filed: _____, 20____
<input type="checkbox"/> MOTION FEE COLLECTED: \$ _____ <input type="checkbox"/> CONTESTED - AMOUNT DUE: \$ _____	

SCCA 233 (11/2003)

X: C.P. 11/21/2023 

IN THE STATE OF SOUTH CAROLINA COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS

FILED

VAK M250 Fund, LLC
Plaintiff,

vs.

Ronald D Pringle, Cleo R. Pringle
Defendant(s),

2023 NOV 22 PM 3:12

EAH GUERRY DUPREE
CLERK OF COURT
BERKELEY COUNTY, SC

Case No: 2022-CP-08-02386

Motion to Dismiss
Plaintiff's Complaint

DEFENDANT'S PETITION TO DISMISS PLAINTIFF'S COMPLAINT FOR LEGAL INSUFFICIENCY, LACK OF STANDING & LACK OF JURISDICTION

Ronald D. Pringle and Cleo R. Pringle ("hereinafter Defendants") files this petition to dismiss VAK M250 Fund LLC ("hereinafter Plaintiff") complaint and moves this Court to dismiss the Order of Sale for December 6, 2023, and states the following:

FACTUAL ALLEGATIONS

1. On or about October 4, 2022 the Plaintiff commenced this foreclosure action against the Defendants under the principles/ law of equity.
2. In South Carolina, foreclosures are governed by the principles of equity. (See Eastern Savings v Sanders 373 S.C. Ct App. 2007 the Court ruled a mortgage foreclosure is an action in equity; Wells Fargo Bank v. Turner 378 S.C 147 S.C. Ct. App 2008; HSBC Bank of USA v Ryba Appellate Case No 2016-001054 S.C. Ct. App April 10, 2019).
3. The Plaintiff alleges their right to standing to commence this foreclosure action against the Defendants is the result of being the holder of an instrument pursuant to Section 36-3-301(i) of the South Carolina Uniform Commercial Code.
4. The Defendants recently discovered that the South Carolina Commercial Code as it titles implies, the UCC governs commercial transactions. (See Sallis v. Edwards C/A No: 7-14-cv-01232-GRA D.S.C. June 9, 2014). The D.S.C in McDabco Inc. v Chet Adams Co (585 F. Supp. 456, 460 1982) ruled the Uniform Commercial

Code was adopted to regulate commercial dealings. In Thompson v. Hoffmann (210 S.E. 2d 461 S.C. 1974) the Court ruled the General Assembly in Act No. 1065, the Uniform Commercial Code, declared that "commercial transactions" are a single subject of the law, and the act would afford for the first time, integrated coverage regarding the many aspects of commercial transactions. In addition, Section 36-1-103 of South Carolina Commercial Code states that construction of the Uniform Commercial Code states that "this title must be liberally construed and applied to promote its underlying purposes and policies which are (1) simplify, clarify, and modernize the law governing commercial transactions, (2) to permit the continued expansion of commercial practices through custom, usage, and agreement of the parties, (3) to make uniform the law amount the various jurisdictions.

5. The Uniform Commercial Code does not define a commercial transaction. When a term is not explicitly defined in a statute or legal documents courts must resort to interpreting the term based on its ordinary and commonly understood meaning. This principle assumes that lawmakers intend for words to be given their usual and ordinary meanings. Commercial is defined as occupied with or engaged in commerce; viewed with regard to profit (Webster's Dictionary).

In Purvis v. Consolidated Energy Products Co. (674 F.2d 217 1982) the 4th Circuit ruled that "while in its broadest sense the meaning of "commercial" could include any activity intended to yield a profit, in common parlance the term is generally associated with manufacturing or retail activities.

6. The Defendant's declare the mortgage transaction subject to this complaint was not the result of commercial dealings, was not intended for profit, and is not a commercial transaction therefore the Uniform Commercial Code is not relevant nor governs the alleged contractual obligation and relationship between the Plaintiff and the Defendant and thus leaves the Plaintiff without standing as it relates to being a holder in possession of a note.

7. The Defendant's declare the mortgage transaction subject to this complaint was for personal residence for personal and family use not business.

II: NEGOTIABLE INSTRUMENT

8. Plaintiff alleges its right to enforce the note, commence, and sustain these foreclosure actions is presumed on the status of being a person in possession of an instrument. Pursuant to the South Carolina Uniform Commercial Code 36-3-104(b) instrument means a negotiable instrument. A negotiable instrument is a mercantile specialty which embodies rights against other parties and a thing of value. (See United States v. Kellerman 729 F. 2d 281 (4th Circ. 1984); Insurance Co. of North America v. Manufacturers Bank of Southfield NA 127 Mich. App. 278(Mich. Ct. App. 1978).)

9. Webster defines mercantile as relating to merchants, trade, or commerce. Oxford defines mercantile as connected with trade and commercial affairs. Mercantile is defined as having to do with trade or commerce; of or pertaining to merchants, or the traffic carried on by merchants. (See Toxaway Hotel Co. v. Smathers 216 U.S. 439 1910.) Bouvier's Law Dictionary definition aligns with the common understanding that "mercantile" is associated with trade, commerce, or other business activities. Generally mercantile law, also known as commercial law or business law, applies to contracts that involve commercial or business activities. To fall under the purview of mercantile law the activities or transactions in question should have a commercial character. The Defendants declare that the contract subject to this complaint does not involve commercial or business activities.

10. The Defendant further declares the contract executed by the Plaintiffs does not imply or provide the alleged loan was for business and commercial purpose. The alleged loan was a consumer loan not subject to the Uniform Commercial Code. The mortgage subject to the Plaintiff complaint was and is for a primary residence and is not considered a commercial transaction and therefore is not subject to the mercantile specialty of negotiable instruments, thus the Plaintiff cannot be in possession of a negotiable instrument that is enforceable against the Defendants and as a result the Plaintiff lacks standing.

III: THE UNIFORM COMMERCIAL CODE DOES NOT GOVERN
PROPERTY INTEREST

11. The Plaintiff commenced this foreclosure action using the laws of South Carolina's Uniform Commercial Code under the false guise and pretenses of being the holder of an instrument. Assuming and pretending for a moment that the Plaintiff was in possession of a negotiable instrument the Uniform Commercial Code and South Carolina's Commercial Code govern commercial contractual transactions and the sale of goods and services relating to commercial transactions and not property interest. (*See In re Merritt Dredging Co. Ins.* 839 F.2d 203 (4th Circuit 1988)) The property interest involved in this action does not rise or grow out of a commercial transaction governed by either Commercial Code therefore the Plaintiff cannot use any laws or provisions of the Uniform Commercial Code to enforce a foreclosure action against the Defendant, therefore the Plaintiff being a holder of an instrument is not a relevant law here and the Plaintiff lacks standing to commence and sustain this foreclosure action.

IV: LACK OF STANDING & LACK OF JURISDICTION

12. When a plaintiff lacks standing the Court is deprived of jurisdiction. If a plaintiff lacks standing there is no case or controversy and if there is no case or controversy the court lacks subject matter jurisdiction. (*See Adams v. City of Tega Cay S.C. C/A No. 0:13-2925-MGL-PJG (D.S.C. Nov. 12, 2014; Glover v. City of Orangeburg C/A No: 5:08-406-JFA-BM (D.S.C Mar. 5, 2008); Lynch v. Mount Vernon Fire Ins. Co 2:23-cv-02086-DCN (D.S.C. Oct. 5, 2023).*

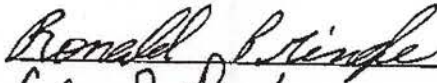
13. It is well established that standing is a threshold jurisdictional issue that must be determined first because without jurisdiction the court cannot proceed at all in any case. (*See Covenant Media of N.C. v. City of Monroe 285 F. App'x 30 4th Cir. 2008*). Challenges to standing and jurisdiction may be raised at any time. (*See Plyer v. Moore. 129 F.3d 728, 731 n. 6 4th Cir. 1997*).

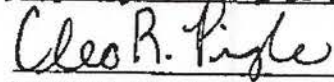
V: CONCLUSION

14. The Defendants realleges every foregoing paragraph as if they were stated fully herein. Because the Uniform Commercial Code is not the relevant and applicable law to commence and sustain this action the Plaintiff lacks standing and as a result the Plaintiff Complaint and the Foreclosure Sale should be vacated immediately with prejudice as a matter of law. The Defendants respectfully request to decide based on the record unless the Court deems an oral argument necessary to adjudicate the arguments raised herein fairly and equitable.

Wherefore the Defendants respectfully move this Court to dismiss the Plaintiff Complaint and vacate its Order granting a foreclosure sale of the Defendant's property on December 6, 2023.

Respectfully Submitted,





Ronald D. Pringle and Cleo R. Pringle
1298 Old Gilliard Road
Ridgeville, SC 29472
Shujaanation@gmail.com

(843) 442-3455

AFFIDAVIT OF TRUTH AND FACT

I Ronald Pringle and Cleo Pringle being of lawful age and sound mind, do hereby state and affirm under the penalty of perjury:

I am the affiant in this affidavit, and I have personal knowledge of the facts and matters stated in the foregoing DEFENDANTS PETITION TO DISMISS PLAINTIFF COMPLAINT FOR LEGAL INSUFFICIENCY, LACK OF STANDING & LACK OF JURISDICTION.

The purpose of this affidavit is to provide a true and accurate account of the facts related to the foregoing DEFENDANTS PETITION TO DISMISS PLAINTIFF COMPLAINT FOR LEGAL INSUFFICIENCY, LACK OF STANDING & LACK OF JURISDICTION

FACTUAL STATEMENTS

1. The Defendant's had no knowledge of the information and applicable law in the foregoing Petition during any previous trial and just recently discovered such knowledge.

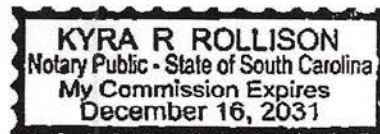
2. The Defendant's did not file the foregoing Petition to malinge the Court or purposefully delay court proceedings or sales.

3. The Defendant's filed the foregoing Petition in good faith.

I declare under penalty of perjury that the foregoing is true and correct.

State of South Carolina County of BERKELEY
On this date NOVEMBER 22, 2023 before me a Notary Public in and for the above name county and state personally appeared before me Ronald Pringle and Cleo Pringle, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Notary Public Signature: Kyra R. Rollison
Notary Public Name: Kyra R. Rollison



CERTIFICATE OF SERVICE

I hereby certify that on November 22, 2023, by first class mail and electronic mail I served the following parties a copy of the foregoing DEFENDANTS PETITION TO DISMISS PLAINTIFF'S COMPLAINT FOR LEGAL INSUFFICIENCY, LACK OF STANDING & LACK OF JURISDICTION

Mail

Stephanie M. Huggins
2838 Devine Street
Columbia, SC 29205

Electronic Mail

shuggins@rplfirm.com

Common Pleas

Clerk : Leah Guerry Dupree
 300 B California Avenue
 Moncks Corner, SC 29461

Phone:(843) 719-4400 Fax:(843) 719-4509

Received From: Huggins, Stephanie M
 2838 Devine Street
 Columbia, SC 29205

Date: 11/22/2023
 Receipt #: 6124453
 Clerk: c08tcody

Paying for: Pringle, Cleo R

Transaction Type: Payment

Reference #:

Payment Type: Cash \$25.00

Comment:

Total Paid: \$25.00

Non-Refundable

Total Received: \$25.00
 Change Due: \$0.00

You may check the status of your Berkeley case at:
<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2022CP0802386	Vak M250 Fund, Llc , plaintiff, et al VS Ronald D Pringle , defendant, et al	\$25.00	\$25.00	\$0.00



Total Cases: 1	\$25.00	\$25.00	\$0.00
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Common Pleas

Clerk : Leah Guerry Dupree
300 B California Avenue
Moncks Corner, SC 29461

Phone:(843) 719-4400 Fax:(843) 719-4509

Received From: Huggins, Stephanie M
2838 Devine Street
Columbia, SC 29205

Date: 11/22/2023
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Case #	Caption	Previous Balance	Amount Paid	Balance Due
2022CP0802386	Vak M250 Fund, Llc , plaintiff, et al VS Ronald D Pringle , defendant, et al	\$25.00	\$25.00	\$0.00



Total Cases: 1	\$25.00	\$25.00	\$0.00
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EXHIBIT E

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY



FILED IN THE COURT OF COMMON PLEAS
JUDICIAL CIRCUIT

2023 NOV 22 CASE NO. 2022-CP-08-02386

YAK M250 Fwd, LLC

vs.

Ronald D Poiry, CEO R. Poiry

LEAH GUERRY DAVIS
CLERK OF COURT
BERKELEY COUNTY, SC
MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

Defendant.


Plaintiff's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	Defendant's Attorney: <u>248 012 611-200 20</u> , Bar No. _____ Address: <u>248 012 611-200 20</u> <u>Bridgville SC 29472</u> Phone: <u>843-442-3455</u> Fax _____ E-mail: _____ Other: _____
<input type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input checked="" type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: _____ Estimated Time Needed: _____ Court Reporter Needed: <input type="checkbox"/> YES/ <input type="checkbox"/> NO	
SECTION II: Motion/Order Type	
<input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
<u>Cloak Poiry</u> _____ <u>11/22</u> , 20 <u>23</u> Signature of Attorney for <input type="checkbox"/> Plaintiff / <input checked="" type="checkbox"/> Defendant Date submitted	
SECTION III: Motion Fee	
<input type="checkbox"/> PAID - AMOUNT: \$ _____ <input type="checkbox"/> EXEMPT: (check reason) <ul style="list-style-type: none"> <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRCP) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ <input type="checkbox"/> Other: _____	
JUDGE'S SECTION	
<input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other: _____	JUDGE CODE _____ Date: _____, 20____
CLERK'S VERIFICATION	
Collected by: _____	Date Filed: _____, 20____
<input type="checkbox"/> MOTION FEE COLLECTED: \$ _____ <input type="checkbox"/> CONTESTED - AMOUNT DUE: \$ _____	

SCCA 233 (11/2003)

cc: C.P. 11/22/2023

IN THE STATE OF SOUTH CAROLINA COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS

 FILED

2023 NOV 22 PH 3: 12

VAK M250 Fund, LLC
Plaintiff,

vs.

Ronald D Pringle, Cleo R. Pringle
Defendant(s),

*
 * Case No: 2022-CP-08-02386
 * ~~Motion to Reconsider~~
 * ~~Motion of Abuse and~~
 * ~~of Discretion~~
 * Motion and Notice of Abuse and Discretion

JAM GUERRY DUPRE
CLERK OF COURT
BERKELEY COUNTY, SC

DEFENDANTS PETITION TO RECONSIDER & NOTICE OF ABUSE OF DISCRETION

Ronald D. Pringle and Cleo R. Pringle ("hereinafter Defendants") move files this petition to notify this court of its abuse and request this Court to reconsider its order denying Defendant's Motion to Dismiss Plaintiff's

Complaint for Lack of Standing and states the following:

I: JURISDICTION OF THIS COURT

1. The Defendant's request this petition be heard and ruled under the principles of equity as this is an equity court and foreclosures in South Carolina are equitable actions.
2. Equity was developed as a complement to the common law, which was focused on rigid rules and remedies. Equity allows for greater flexibility and discretion in delivering justice particularly in cases where the common law remedies were inadequate or unjust.
3. Courts of equity are concerned with preventing unjust enrichment and ensuring individuals do not benefit unfairly at the expense of others.
4. Courts of equity are guided by principles of fairness, good conscience, and equitable principles. Judges in equity courts have the authority to make decisions based on fairness and equity even when no clear common law or rule exists.

5. Courts of equity are instrumental in addressing cases involving fraud, mistakes, and undue influence. They set aside contracts and transactions that are tainted by these factors.

II: BACKGROUND INFORMATION

6. On or about September 20, 2023, Defendants filed a Petition to Set Aside the Judgment and Foreclosure Sale ordered in the above referenced case number under the principles of equity alleging the Plaintiff's lacked standing due to the recent discovery of fraud relating to the conveyances of assignments and the unlawful use of allonges.

7. On or about September 27, 2023, the Defendants filed an Ex Parte Temporary Restraining Order, the court stayed the foreclosure sale and scheduled a hearing on the motion for October 12, 2023.

8. On October 12, 2023, the Court heard the Motion to Set Aside the Judgement. During the hearing Mrs. Pringle raised three (3) arguments. She contended the assignments of mortgage were assigned fraudulently and without legal authority, the alleged Attorney in Fact Chris Lechantanski for Wilmington Savings Fund Society lacked the legal authority to transfer the "note" pursuant to the alleged power of attorney presented as an exhibit by the Plaintiff, and lastly the allonges presented are void as a matter of law, thus resulting in the Plaintiff lacking the standing necessary to foreclose on the Defendant's mortgage.

9. The Court diplomatically overlooked the arguments raised by the Defendants and failed to make a finding of fact and law explicitly and clearly determining if a fraudulent transfer of a note voids the transaction, if a note received for good value and consideration is received knowing that the person who assigned or transferred the note lacked the legal capacity and authority renders the note void and unenforceable, and if allonge is used when there is sufficient space on the original instrument for endorsements, is the allonge rendered void and unenforceable. The Defendants contend this court made its decision without proper consideration of relevant facts and therefore has abused its discretion.

I: LEGAL ARGUMENT REGARDING THE FRAUDULENT ASSIGNMENTS

10. In response to this argument counsel for the Plaintiff alleged that the Defendants did not provide any evidence that supports their argument that the mortgage assignments were fraudulently conveyed and even if the mortgage assignment was fraudulently conveyed and transferred by a party who lacked legal capacity and authority the note carried the right to enforce upon mortgage assignment. The Defendants object to such an argument but temporarily concede.

II: LEGAL ARGUMENT REGARDING THE TRANSFER OF PROMISSORY NOTE BY WILMINGTON SAVINGS FUND SOCIETY

11. In response to this argument both the Courts and counsel for the Plaintiff diplomatically overlooked this argument. To address this matter Judge Dale Edward Van Slambrook asked counsel if a note transferred without legal authority would affect the title, she responded "in my opinion no". The Court did not look for any legal authority to determine this fact, only the biased answer of counsel. The Defendants object to such an argument but temporarily concedes.

III: LEGAL ARGUMENT REGARDING THE USE OF AN ALLONGE

12. Mrs. Pringle challenged the validity and use of the allonge. Specifying in relevant part the purpose of an allonge is to provide additional space for endorsements when the "negotiable instrument" doesn't have enough space for additional endorsements (*Black Law Dictionary 4th Ed.*). She contends that if a negotiable instrument has space on the back sufficient for an endorsement the allonge is considered void and ineffective. In this instance the alleged negotiable instrument presented by the Plaintiff had more than enough space for additional endorsements and the use of not one but multiple allonges was not needed or valid in this action. The Plaintiff does not provide a valid reason and the record is devoid of valid reason for the use of the allonges.

13. In response to this argument counsel for the Plaintiff purposely diminished and did not respond to the argument. She irrelevantly responded with a generic undisputed definition that an allonge is a slip of paper affixed to a negotiable instrument. She did not put forth a valid argument whether an allonge is valid or effective when the negotiable instrument has sufficient space on the back endorsements which was and is the direct argument presented.

14. In this instance the Court did not address the matter or make a finding of fact. There is no South Carolina case directly on point that answers if an allonge is rendered void and ineffective when the original negotiable instrument has sufficient space on the back for endorsements. It is well established that where there is no case directly on point the court may look to other states to determine if the issue has been decided and if the decision is persuasive.

15. In the Court of Appeal of California, Fourth District (*Pribus v. Bush* 118 Cal. App. 3d 1003 Cal Ct. App. 1981 173 Cal. Rptr. 747; Exhibit A) affirmed judgement of the trial court who ruled signature on the paper attached to the promissory note did not qualify as an indorsement because there was adequate space for the indorsement on the note itself. The Court stated Section 3202, subdivision (2) states, " An indorsement must be written by or on behalf of the holder and on the instrument or on a paper so firmly affixed thereof." Thus, the code does not say whether or not such a paper, called an allonge," may be used when there is still room for an indorsement on the instrument itself. At the time no case dealt with this issue under the code, however the court stated " The code does, however, instruct us as to where to look for the law with which to resolve the issue. Section 1103 states that unless displaced by the particular provision of this code, the principles of law and equity, including the law merchant shall supplement its provisions and that sections Uniform Commercial Code comment notes " the continued applicability to commercial contracts of all supplemental bodies of law except so insofar as they are explicitly displaced by this Act. Therefore, since the Commercial code had not addressed the issue, we decide the present case according to the rules on allonges of the law merchant.

The majority view is that the law merchants permit the use of an allonge only when there is no longer room on the negotiable instrument itself to write an indorsement. (See generally Annot. Indorsement of Negotiable Instrument by Writing Not on Instrument Itself (1968) 19 A.L.R. 3d 1297, 1301-1301; Annot., Indorsement of Bill or Note by Writing Not on Instrument Itself (1928) 56 A.L.R. 921, 924-926). Typical of the majority position is *Bishop v Chase* (1900) 156 Mo. 158 [56 S.W 1080]. There it was held that the general rule is that an instrument could only be indorsed only by writing on the instrument itself, but that an exception to the rule allows the use of an attached paper "when the back of the instrument is so covered as to make it necessary." Thus, the court invalidated an attempted indorsement by allonge when there was plenty of room on the back of the note to have made the indorsement, and the only excuse for doing so was it was more convenient to assign it on a separate paper.

As the *Bishop* case indicates, the law of merchant rule on allonges was developed as a refinement of the basic rule that an indorsement must be on the instrument itself. This basic rule must have become impractical when strictly applied in certain multiple indorsement situations, due to the finite amount of space on any given instrument. The allonge, then was apparently created to remedy the inconveniences of the basic rule, not as an alternative method of indorsement. Support for this analysis is found in *Folger v Chase* (1836) 35 Mass. (18 Pick) 63. There, the Massachusetts Supreme Court dealt with an allonge indorsement as a case of first impression. The indorsement had been made on a paper attached to the back of the note by a wafer because the back of the note was covered with previous indorsements. The defendants, citing the basic rule, contended that no indorsement had been made. The court disagreed. The objection was that such an indorsement is not sanctioned by custom; and the Court supported its reasons on which the custom was originally founded. Bills of exchange and promissory notes were indorsed on the back of the bills and notes because it was a convenient mode of making the transfer, and in order that the evidence thereof might accompany the note. Such an indorsement at this will. The Court found the Negotiable Instruments Act intended prior law not in conflict with the act to supplement the act. In any case not provided for in this title the rules of the law merchant shall govern. (Stats. 1921, Ch. 194, 12, p. 215) thus it has been held that the act was but a statutory affirmation of the rule of the old law merchant that an allonge was allowable only when the back of the instrument itself was so covered with previous

indorsement that convenience or necessity required additional space for further indorsements. (Clark v. Thompson (1915) 194 Ala. 504 [69 So. 925, 926]; see also Plattsmouth State Bank v. Redding (1935) 128 Neb. [258 N.W. 661, 663]. The Court concluded stating “ We conclude that the majority view of the law merchant relating to allonges is the better reasoned one, and is the view adopted by Legislature.

It follows then that the assignment by allonge of plaintiff’s promissory note by the Williams to the defendant was ineffective as an indorsement since there was sufficient space on the note itself for the indorsement.

16. The cited case has persuasive authority based on the quality of reason, consistency with legal principles, the facts and circumstances of the persuasive case cited is similar to this instant action. The California Code definition of holder is like South Carolina 36-1-201(b)(21)(a) defines holder means the person in possession of a negotiable instrument is payable either to the bearer or an identified person that is in possession. The California section regarding the endorsement is like South Carolina 36-3-204 in relevant part which states that “ for the purpose of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument. The South Carolina Uniformed Commercial Code also does not say whether or not such a paper called an “allonge” may be used when there is still room for an indorsement on the instrument itself. Just as stated in Section 1103 of the California Code South Carolina Uniformed Commercial Code 36-1-103 states “ unless displaced by the particular provisions of this act, the principles of law and equity, including the law merchant and the law relative to capacity to contract, principal, and agent, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause shall supplement its provisions therefore this Court would also look to the law merchant which would result to the same decision and conclusion as the cited case.

17. The Uniform Commercial Code does not specify that the paper affixed has to be an allonge, however the alleged holders titled and attached an allonge, and therefore the prerequisite of an allonge must be followed which provides usage when there is not sufficient space on the bill or original

instrument itself. This pertinent factor has to be construed as defined and with the original intent and purpose.

IV: ABUSE OF DISCRETION

18. A court risks abusing its discretion when it focuses extensively on a single factor at the expense of a reasoned analysis of other pertinent factors. United States V. Donaldson No. 21-4663(4th Cir. Aug. 25, 2022). In this instant action the Defendants contend that acting Judge Dale Edward Van Slambrook only relied on the single factor defining an allonge provided by counsel at the expense of a reasoned analysis of the pertinent factors raised concerning the validity of the allonge if there is sufficient space on the original instrument. The Defendants contend this court made its decision without proper consideration of relevant facts and therefore has abused its discretion.

IV: CONCLUSION

WHEREFORE, for the foregoing reasons the Defendant's request this Court to reconsider its order dismissing the Defendant's Complaint to Dismiss Plaintiff's Complaint for lack of standing; Based upon the new recently discovered case authority by the Defendants. The Defendant's requests to be heard on the motion by the writing and does not wish to present this argument orally unless counsel provides an adequate reason why an oral argument must be scheduled.

Respectfully Submitted,



Ronald D. Pringle and Cleo R. Pringle
1298 Old Gilliard Road
Ridgeville, SC 29472
shujaanation@gmail.com

843-442-3455

AFFIDAVIT OF TRUTH AND FACT

I Ronald Pringle and Cleo Pringle being of lawful age and sound mind, do hereby state and affirm under the penalty of perjury:

BACKGROUND

I am the affiant in this affidavit, and I have personal knowledge of the facts and matters stated in the foregoing DEFENDANTS PETITION TO RECONSIDER & NOTICE OF ABUSE OF DISCRETION

The purpose of this affidavit is to provide a true and accurate account of the facts related to the foregoing DEFENDANTS PETITION TO RECONSIDER & NOTICE OF ABUSE OF DISCRETION

FACTUAL STATEMENTS

1. The Defendant's had no knowledge of the information and cases cited in the foregoing Petition during any previous trial and just recently discovered such knowledge.
2. The Defendant's did not file the foregoing Petition to malingering the Court or purposefully delay court proceedings or sales.
3. The Defendant's filed the foregoing Petition in good faith.

I declare under penalty of perjury that the foregoing is true and correct.

State of South Carolina County of BERKELEY

On this date NOVEMBER 22, 2023 before me a Notary Public in and for the above name county and state personally appeared before me Ronald Pringle and Cleo Pringle, known to me to be the person(s) whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Notary Public Signature: Kyra R. Rollison

Notary Public Name: Kyra R. Rollison

KYRA R ROLLISON
Notary Public - State of South Carolina
My Commission Expires
December 16, 2031

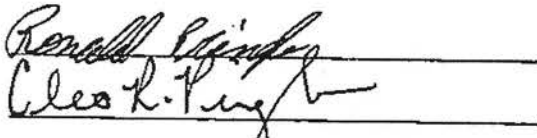
CERTIFICATE OF SERVICE

I hereby certify that on November 22, 2023, by first class mail and electronic mail I served the following parties a copy of the foregoing DEFENDANTS PETITION TO RECONSIDER & NOTICE OF ABUSE OF DISCRETION

Mail

Stephanie M. Huggins
2838 Devine Street
Columbia, SC 29205

Electronic Mail
shuggins@rplfirm.com



Ronald D. Pringle & Cleo R. Pringle

Common Pleas

Clerk : Leah Guerry Dupree
300 B California Avenue
Moncks Corner, SC 29461

Phone:(843) 719-4400 Fax:(843) 719-4509

Received From: Huggins, Stephanie M
2838 Devine Street
Columbia, SC 29205

Date: 11/22/2023
Receipt #: 6124454
Clerk: c08tcody

Paying for: Pringle, Cleo R

Transaction Type: Payment

Reference #:

Payment Type: Cash \$25.00

Comment:

Total Paid: \$25.00

Non-Refundable

Total Received: \$25.00

Change Due: \$0.00

You may check the status of your Berkeley case at:

<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2022CP0802386	Vak M250 Fund, Llc , plaintiff, et al VS Ronald D Pringle , defendant, et al	\$25.00	\$25.00	\$0.00



Total Cases: 1

\$25.00

\$25.00

\$0.00

EXHIBIT F

VAK M250 Fund, LLC

Ronald D. Pringle and Cleo R. Pringle

PLAINTIFF(S)

DEFENDANT(S)

Ronald D Pringle and Cleo R. Pringle 1289 Old Gilliard Road Ridgeville, SC 29472	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input checked="" type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: Defendants filed two (2) Motions 11/22/2023 requesting reconsideration of this Courts previous Orders and to dismiss Plaintiff's complaint based upon various arguments. Based upon a review of the file, this Court concludes that all matters raised in the Plaintiffs Motions have been addressed, waived or have not been timely raised. Therefore, Defendant's Motions for Relief have been DENIED.

ORDER INFORMATION

This order ends X does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest
 SCRPC Form 4C (10/2011)

or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

(Signature Page to Follow)

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Stephanie Huggins
2838 Devine Street
Columbia, SC 29205
ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

ELECTRONICALLY FILED - 2023 Nov 29 9:45 AM - BERKELEY - COMMON PLEAS - CASE#2022CP0802386



Berkeley Common Pleas

Case Caption: Vak M250 Fund, Llc , plaintiff, et al VS Ronald D Pringle , defendant,
et al
Case Number: 2022CP0802386
Type: Master/Order/Form 4

AND IT SO ORDERED!

s/Dale E. Van Slambrook #3079

Electronically signed on 2023-11-29 08:38:17 page 3 of 3