

6465-2

STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

RECEIVED

JUN 21 2012

Charles B. Simmons, Jr., Master-in-Equity

SC Court of Appeals

Case No. 2011-CP-23-00858

NAFH National Bank.....Respondent,

v.

Tower Homes, Inc.; Nathan Seppala a/k/a Nathan P. Seppala; Mathew G. Seppala a/k/a Mathew Seppala; Total Comfort Installations, LLC a/k/a Total Comfort Installations; Blue Tarp Financial, Inc. d/b/a ProTrade Credit; CEMEX Construction Materials, L.P. a/k/a CEMEX Construction Materials LP; Stock Building Supply, LLC f/k/a Stock Building Supply, Inc.; Central Mutual Insurance; Imperial Systems, Inc. a/k/a Imperial Systems Inc. a/k/a Imperial Systems Inc; The Peoples National Bank; The Greenville News; Air Systems, Inc.; HD Supply Plumbing/HVAC, Ltd.; Greer Flooring Center, Inc.; MTP Nursery, LLC d/b/a MTP Nursery and Landscaping; 84 Lumber Company, L.P.; Marsh Furniture Company; Sears Commercial d/b/a Sears Holdings, Inc.; Thomas Concrete of South Carolina, Inc. d/b/a Thomas Concrete of South Carolina Inc.; Bradco Supply Corporation; and Israel Romero.....Defendants,

Of whom ISRAEL ROMERO is the.....Appellant.

**MOTION FOR RELIEF FROM JUDGMENT OR
ORDER OF EVICTION**

Here comes Dr. Israel Romero, the Appellant in the above entitled matter, making a motion for relief from judgment or order of eviction pursuant to Rule 60 SCRPC, and would respectfully show unto this Court that:

1. That the appeal on this matter was perfected on January 2012 when the Final Brief of Appellant was filed on January 18, 2012, and the Final Brief of Respondent was filed on January 28, 2012. Since then, the South Carolina Court of Appeals must grant leave to

make any motions on this matter. An appeal is pending from the time the notice of appeal is served until the issuance of the remittitur. See Rules 203, 204, and 221(b), SCACR.

2. That Appellant stated clearly the causes of action of fraud, trick, negligence, misrepresentation, deceptive practices, breach of the implied covenants of good faith and fair dealing, intentional infliction of emotional distress, and violation of the South Carolina Unfair Trade Practices Act in connection to the federal Fair Debt collection Practices Act. (Final Brief of Appellant p.4 lines 1-5; R.pp.206-208, offered in evidence incorporated herewith by reference and made part of this motion). Rule 60 (b) SCRCR states the reasons for a party to seek relief from a final judgment, order, or proceeding 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;

3. That the Respondent in this appeal filed a complaint for the foreclosure of five (5) properties. On February 24, 2012 the Respondent filed a motion in the trial court for RELIEF OF JUDGMENT showing that the properties located at Lots 23, 24, 33 and 75 of Baywood Place as shown on plat thereof recorded in Plat Book 50-J at page 239 in the Office of the Register of Deeds for Greenville County, South Carolina, were conveyed to a third party prior to the filing of the Respondent's Complaint. The only property subject of this litigation was and is 94 Birdsong Lane, Taylors, SC 29687, which is the real subject of this litigation. The Complaint was filed on February 4, 2011, and the 4 properties were sold by the Respondent to other third parties on December 22, 2009 and recorded on January 2, 2010 (more than one year prior to Respondent filing the Complaint) in Book SAT 392 at pages 1815-1816 in the Office of the Register of Deeds for Greenville County, South Carolina. See the Respondent's Motion (pp.2-3 #s 1-7) attached herein and offered in evidence as EXHIBIT A. Appellant's argument since the answer to the complaint (R.pp.165-181) to the Appellant's Counterclaim (R.pp.205-209)

- ATTACHMENT A -

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

NAFH National Bank,
Plaintiff,

**NOTICE OF MOTION AND MOTION
FOR RELIEF FROM JUDGMENT**

C.A. No.: 2011-CP-23-00858

v.

Tower Homes, Inc.; Nathan Seppala
a/k/a Nathan P. Seppala; Matthew G.
Seppala a/k/a Matthew Seppala; Total
Comfort Installations, LLC a/k/a Total
Comfort Installations; Blue Tarp
Financial, Inc. d/b/a ProTrade Credit;
CEMEX Construction Materials, L.P.
a/k/a CEMEX Construction Materials
LP; Stock Building Supply, LLC f/k/a
Stock Building Supply, Inc.; Central
Mutual Insurance; Imperial Systems,
Inc. a/k/a Imperial Systems Inc. a/k/a
Imperial Systems Inc; The Peoples
National Bank; The Greenville News;
Air Systems, Inc.; HD Supply
Plumbing/HVAC, Ltd.; Greer Flooring
Center, Inc.; MTP Nursery, LLC d/b/a
MTP Nursery and Landscaping; 84
Lumber Company, L.P.; Marsh
Furniture Company; Sears Commercial
d/b/a Sears Holdings, Inc.; Thomas
Concrete of South Carolina, Inc. d/b/a
Thomas Concrete of South Carolina Inc;
Bradco Supply Corporation; and Israel
Romero,

Defendants.

TO: THE ABOVE-NAMED DEFENDANTS

YOU WILL PLEASE TAKE NOTICE that NAFH National Bank, moves, pursuant to Rule 60 of the South Carolina Rules of Civil Procedure, for an order for Relief from Master's Order and Judgment of Foreclosure and Sale dated September 30, 2011 and filed October 5,

2011 in the Office of the Clerk of Court for Greenville County, South Carolina in the above-captioned matter (the "Order"). This motion is based, in part, on the following:

1. On February 4, 2011, the Plaintiff filed its Lis Pendens, Summons and Complaint for foreclosure of certain notes and mortgages as more particularly described therein (the "Complaint").

2. The Complaint sought foreclosure of Note 1, as defined in the Complaint and incorporate herein by reference, which was secured by that certain Mortgage (With Future Advance Clause) executed and delivered by Tower Homes, Inc. ("Tower Homes") to the Bank dated December 7, 2007 and recorded December 12, 2007 in Mortgage Book MO 2893 at page 997 and re-recorded March 13, 2008, to correct the lot number, in Mortgage Book MO 4930 at page 300, both in the Office of the Register of Deeds for Greenville County, South Carolina, encumbering certain real property as more particularly described therein (hereinafter "Mortgage 1").

3. For value received, the Bank released certain lots from Mortgage 1 as more particularly set forth in the Complaint.

4. At the time of the filing of the Complaint, the Bank believed that the property encumbered by Mortgage 1 was Lots 23, 24, 33 and 75 of Baywood Place as shown on plat thereof recorded in Plat Book 50-J at page 39 in the Office of the Register of Deeds for Greenville County, South Carolina (hereinafter referred to as "Mortgaged Property 1") and more particularly described in **Exhibit "A"** legal description attached hereto and incorporated herein by reference.

5. In accordance with the terms of the Order, Mortgaged Property 1 was sold at foreclosure sale and a Master's Deed has been issued to FBSA 1, LLC which is dated January 5,

2012 and recorded January 17, 2012 in Book DE 2399 at pages 4704-4711 in the Office of Register of Deeds for Greenville County, South Carolina (the "Master's Deed").

6. On Friday, February 17, 2012, the undersigned attorney was notified by the attorney closing the sale of one of the lots encumbered by Mortgage 1 that, prior to the filing of the Complaint, Mortgage 1 had been satisfied for the public record with said satisfaction being dated December 22, 2009 and recorded January 4, 2010 in Book SAT 392 at pages 1815-1816 in the Office of the Register of Deeds for Greenville County, South Carolina (the "Satisfaction.") A copy of the Satisfaction is attached hereto as **Exhibit "B"** and incorporated herein by reference.

7. After a search of the public records in the Office of the Register of Deeds for Greenville County, South Carolina, it appears that there was an indexing error related to the re-recording of Mortgage 1 and therefore the undersigned attorney's office was unable to find the Satisfaction prior to the commencement of the foreclosure action, and therefore, was unable to clear up the same through the foreclosure action.

8. Additionally after a review of the Bank's record it has been determined that Mortgage 1 was erroneously satisfied.

9. When Note 1 was executed and delivered to the Bank, it was originally secured by real property located in Greenville County and real property located in Pickens County. In September 2009 two (2) of the lots located in Greenville County were sold and released from Mortgage 1. In October 2009, the lots located in Hamilton Park, Pickens County, South Carolina, were sold and the mortgage encumbering said property was supposed to be cancelled for the Pickens County public record.

10. Upon information and belief, in December 2009, the attorney's office who closed the sale of the Pickens County lots contacted the Bank inquiring as to the satisfaction of the mortgage. Further, upon information and, a bank employee, who is no longer employed by the Bank, mistakenly satisfied Mortgage 1 instead of just satisfying the mortgage encumbering the Pickens County real property.

11. At all relevant times, there was a balance due and owing under the terms of Note 1 and Mortgage 1 and the Plaintiff was entitled to foreclose the same.

12. Mortgage 1 was erroneously satisfied.

13. Rule 60(a) of the South Carolina Rules of Civil Procedure provides that: "Clerical mistakes in judgments, orders or others parts of the record and errors therein arising from the oversight or omission may be corrected by the court at any time on its own initiative or on the motion of any party and after such notice, if any, as the court orders."

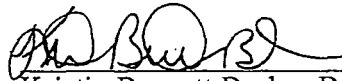
14. Had the undersigned attorney been aware of the erroneous satisfaction of Mortgage 1 at the time of the filing of the Complaint, a cause of action to set aside the erroneous satisfaction of Mortgage 1 would have been included and the Complaint and the Plaintiff would have sought an order from this Court setting aside the Satisfaction. In addition the Plaintiff would have asked that the Court find that the Plaintiff was entitled to foreclosure of Note 1 and Mortgage 1 and for sale of Mortgaged Property 1.

15. Pursuant to SCRCF Rule 60, the Plaintiff respectfully requests that the Order be corrected to provide the following: that Mortgage 1 was erroneously satisfied; that the Satisfaction be set aside for the public record; and that the Plaintiff is entitled to foreclose Note 1 and Mortgage 1.

16. Nothing contained herein is intended nor does it have any effect Note 2 and Mortgage 2 which encumbers real property located 94 Birdsong Lane, Taylors, South Carolina.

Based on the foregoing, the foregoing the Plaintiff respectfully asserts that it is entitled to an order granting the relief set forth in Paragraph 15 above.

Respectfully submitted,



Kristin Burnett Barber Bar # 70420
Johnson, Smith, Hibbard and Wildman, L.L.P.
220 North Church Street (29306)
Post Office Drawer 5587
Spartanburg, SC 29304-5587
(864) 582-8121
Attorney for Plaintiff NAFH National Bank

February 24, 2012

Spartanburg, South Carolina

EXHIBIT "A"
(Legal Description for Mortgaged Property 1)

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville being shown and designated as Lots 23, 24, 33 and 75 of Baywood Place as shown on plat thereof recorded in Plat Book 50-J at page 39 and having, according to said plat, metes and bounds as shown thereon.

This being the same property conveyed to Tower Homes, Inc. by deed of TM Properties, LLC dated December 7, 2007 and recorded December 12, 2007 in Book DE 2304 at page 683 in the Office of the Register of Deeds for Greenville County, South Carolina.

Lot 23
109 Red Coat Court, Simpsonville, SC
Tax Map No.: 0576040108600

Lot 24
113 Red Coat Court, Simpsonville, SC
Tax Map No.: Tax Map No.: 0576040108500

Lot 33
22 Patriot's Pride Court, Simpsonville, SC
Tax Map No.: 0576040107600

Lot 75
104 Red Coat Court, Simpsonville, SC
Tax Map No.: 0576040106400

EXHIBIT "B"
(Copy of Satisfaction)

Re-record to correct
lot number



December 12, 2007 11:07:57 AM
Rec:\$15.00

Cnty Tax:\$0.00

State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

2007121386

MTG
9 PGS

Book:MO 4893

Page:997-1005

This document was prepared by (name, address, phone):

First National Bank of Spartanburg
Div of First National Bank of the South
P.O. Box 3508
Spartanburg, SC 29304

State of South Carolina

Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 12/07/2007 and the parties and their addresses are as follows:

MORTGAGOR: TOWER HOMES, INC.
3220 WADE HAMPTON BLVD
TAYLORS, SC 29687



2008024376

MTG
9 PGS

Book:MO 4930

Page:300-308

March 13, 2008 03:02:07 PM

Rec:\$15.00

Cnty Tax:\$0.00

State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER:

First National Bank of Spartanburg
Div of First National Bank of the South
P.O. Box 3508
Spartanburg, SC 29304



2010000222

SAT/MTG
2 PGS

Book:SAT 392

Page:1815-1816

January 04, 2010 01:31:38 PM

Rec:\$5.00

Cnty Tax:\$0.00

State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

2. **MORTGAGE.** For good and valuable consideration, the rec the Secured Debt (hereafter defined), Mortgagor grants described property:

SEE ATTACHED EXHIBIT "A"

PAID IN FULL AND SATISFIED

THIS 22ND DAY OF Dec 2009
FIRST NATIONAL BANK OF SPARTANBURG
DIV. OF FIRST NATIONAL BANK OF THE SOUTH
BY: Amelia Williams
TITLE: VP
WITNESS: Kerry Blanton

The property is located in GREENVILLE at SEE ATTACHED
(County)

EXHIBIT "A" (Address), SEE ATTACHED (City), South Carolina 29687 (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

Hayssoux Law Firm

- ☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- ☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.

29. OTHER TERMS. If checked, the following are applicable to this Mortgage:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
- ☒ **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may, within thirty days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.
- ☐ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- ☐ **Additional Terms.**

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2010000222 Book: SAT 392 Page: 1815-1816
January 04, 2010 01:31:38 PM

Timothy J. Hanney

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

X ☐ Actual authority was granted to the parties signing below by resolution signed and dated 07/12/2005.

Entity Name: TOWER HOMES, INC.

Entity Name: _____

Nathan Seppala 12/07/2007 (Seal)
(Signature) NATHAN SEPPALA (Date)

(Signature) (Date) (Seal)

Signed, Sealed and delivered in the presence of:

[Signature]
(Witness)

[Signature]
(Witness)

- ☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

NAFH National Bank,
Plaintiff,

CERTIFICATE OF SERVICE

C.A. No.: 2011-CP-23-00858

v.

Tower Homes, Inc.; Nathan Seppala
a/k/a Nathan P. Seppala; Matthew G.
Seppala a/k/a Matthew Seppala; Total
Comfort Installations, LLC a/k/a Total
Comfort Installations; Blue Tarp
Financial, Inc. d/b/a ProTrade Credit;
CEMEX Construction Materials, L.P.
a/k/a CEMEX Construction Materials
LP; Stock Building Supply, LLC f/k/a
Stock Building Supply, Inc.; Central
Mutual Insurance; Imperial Systems,
Inc. a/k/a Imperial Systems Inc. a/k/a
Imperial Systems Inc; The Peoples
National Bank; The Greenville News;
Air Systems, Inc.; HD Supply
Plumbing/HVAC, Ltd.; Greer Flooring
Center, Inc.; MTP Nursery, LLC d/b/a
MTP Nursery and Landscaping; 84
Lumber Company, L.P.; Marsh
Furniture Company; Sears Commercial
d/b/a Sears Holdings, Inc.; Thomas
Concrete of South Carolina, Inc. d/b/a
Thomas Concrete of South Carolina Inc;
Bradco Supply Corporation; and Israel
Romero,

Defendants.

I, Tammy Vaughan, in my capacity as paralegal with the law firm Johnson, Smith, Hibbard and Wildman Law Firm, L.L.P., attorneys for Plaintiff NAFH National Bank, do hereby certify that on the 24th day of February, 2012 I have served the within *Notice of Motion and Motion for Relief from Judgment* upon the Defendants below either, personally or by and through

their Registered Agent or Attorney of Record, by depositing a copy of the same into the United States Mail, postage prepaid, in the correct amount and addressed as follows:

Joseph G. Armstrong, Esq.,
Registered Agent for Tower Homes, Inc.
601 East McBee Avenue, Suite 104
Greenville, SC 29601

Mr. Nathan P. Seppala
100 Copeland Road
Greer, SC 29651

Mr. Matthew G. Seppala
12215 NE 212th Ave.
Brush Prairie, WA 98606

Total Comfort Installations, LLC
Attn: Authorized Agent
4080 McGinnis Ferry Rd.
Alpharetta, GA 30005

Rebecca Roser, Esq.
Blue Tarp Financial, Inc.
Robinson McFadden & Moore, PC
P.O. Box 944
Columbia, SC 29202

Andrew T. Darwin, Esq.
Holcombe Bomar, P.A.
P.O. Drawer 1897
Spartanburg, SC 29304

Stanley H. McGuffin, Esq.
Sinkler Boyd, PA
P.O. Box 11889
Columbia SC 29211

Roy W. Boggs, Esq.
Korn Law Firm, PA
P.O. Box 11264
Columbia SC 29211

Angela A. Elliott, Esq.
Joel F. Greer, Esq.
Business & Construction Law Group LLC
607 Pendleton St., Ste. 106
Greenville SC 29601

David R. Price, Esq.
Olson Smith Jordan & Cox, PA
P.O. Box 1207
Easley SC 29641

Woodard, B. Ray, Esq.
Woodard & Butler
P.O. Box 1906
Walterboro SC 29488

Jason N. Coleman,
Registered Agent for Air Systems, Inc.
4 Custom Mill Court
Greenville, SC 29609

Leo A. Dryer, Jr., Esq.
Dryer Law Offices
P.O. Box 11567
Columbia SC 29211

MTP Nursery and Landscaping, LLC
Attn: Michael T. Poulos, Authorized Agent
4399 Wade Hampton Blvd.
Taylors, SC 29687

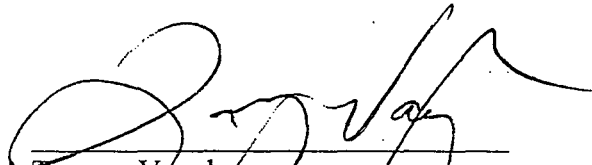
CT Corporation System, Registered Agent
84 Lumber Company, L.P.
75 Beattie Place
Greenville, SC 29601

Keven K. Kenison, Esq.
Kenison, Dudley & Crawford LLC
704 E Mcbee Ave.
Greenville SC 29601

Townes B Johnson, III, Esq.
Kenison, Dudley & Crawford LLC
704 East Mcbee Avenue
Greenville SC 29601

Edward W. Mullins, III, Esq.
Bruner Powell Robbins Wall & Mullins
P.O. Box 61110
Columbia SC 29260

Mr. Israel Romero
94 Birdsong Lane
Taylors, SC 29687



Tammy Vaughan,
Paralegal to Kristin Burnett Barber

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

NAFH National Bank,

☒ Plaintiff

v.

Tower Homes, Inc.; Nathan Seppala a/k/a Nathan P.

Seppala, et.al.

☐ Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-23-0858

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney:
Kristin Burnett Barber, Bar No. 70420
Address: P.O. Drawer 5587
Spartanburg, SC 29304
phone: 864-582-8121 fax: 864-585-5328
e-mail: kbarber@jshwlaw.com other:

Defendant's Attorney:
, Bar No.
Address:
phone: fax:
e-mail: other:

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion:

Estimated Time Needed: Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

- ☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.



Signature of Attorney for ☒ Plaintiff / ☐ Defendant

2-24-12

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$25.00

☐ EXEMPT:

(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ 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:

☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other:

JUDGE

CODE: Date:

CLERK'S VERIFICATION

Date Filed:

Collected by: _____

☐ MOTION FEE COLLECTED: _____

☐ CONTESTED - AMOUNT DUE: _____

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

CASE NO: 2011-CP-23-00858

NAFH National Bank,

2012 JAN 11 P 3:50

Plaintiff

-VS-

Tower Homes, Inc.; Nathan Seppala a/k/a Nathan P. Seppala; Matthew G. Seppala a/k/a Matthew Seppala; Total Comfort Installations, LLC a/k/a Total Comfort Installations; Blue Tarp Financial, Inc. d/b/a ProTrade Credit; CEMEX Construction Materials, L.P. a/k/a CEMEX Construction Materials LP; Stock Building Supply, LLC f/k/a Stock Building Supply, Inc.; Central Mutual Insurance; Imperial Systems, Inc. a/k/a Imperial Systems Inc. a/k/a Imperial Systems Inc; The Peoples National Bank; The Greenville News; Air Systems, Inc.; HD Supply Plumbing/HVAC, Ltd.; Greer Flooring Center, Inc.; MTP Nursery, LLC d/b/a MTP Nursery and Landscaping; 84 Lumber Company, L.P.; Marsh Furniture Company; Sears Commercial d/b/a Sears Holdings, Inc.; Thomas Concrete of South Carolina, Inc. d/b/a Thomas Concrete of South Carolina Inc; Bradco Supply Corporation; and Israel Romero,

Defendants

MASTER'S REPORT OF SALE

To the Honorable the Court of Common Pleas for Greenville County, I beg to submit the following as my Report of Sale in the above stated case:

In pursuance of the Decree heretofore passed October 5, 2011, I sold the premises therein described, after due advertisement according to law and custom of this Court on sales day December 7, 2011, to NAFH National Bank, Its Successors and Assigns, for the sum of Thirty-Five Thousand Six Hundred and no/100ths (\$35,600.00) Dollars for Property One. Said bid was assigned to FBSA 1, LLC on December 28, 2011, and,

Upon its compliance with the terms of sale, on January 5, 2012, I executed and delivered to FBSA 1, LLC a deed to the premises.

All of which is respectfully submitted,

Charles B. Simmons, Jr.,
Master-in-Equity for Greenville County

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO: 2011CP2300858

NAFH National Bank vs. Tower Homes Inc

CHECK ONE:

2012 JAN 11 P 3:50

- ☐ **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; ☐ Statement of Judgment by the Court:

NOTICE

This is a notice to you that an Order For Deficiency Judgment (Note 1 & 2) in this case has been filed in the Clerk of Court's Office. To obtain a certified copy, you may contact our office by phone (864) 467-8551 or email a request to lbobo@greenvillecounty.org. If you would like a copy via email, please provide a valid email address.

Dated at Greenville, South Carolina, this 11th day of January, 2012.

Court Reporter:

PRESIDING JUDGE -

Andrew Todd Darwin Holcombe Bomar, P.A. P.O. Drawer 1897 Spartanburg, SC 29304
Israel Romero 94 Birdsong Lane Taylors, SC 29687
Ashley V Myers Haynsworth Sinkler Boyd Pa 1201 Main Street Suite 2200 Columbia, SC 29201
Keven Kurtis Kenison Kenison, Dudley & Crawford Llc 704 E Mcbee Ave Greenville, SC 29601
B. Ray Woodard Woodard & Butler P.O. Box 1906 Walterboro, SC 29488
Roy White Boggs Peter D. Korn, PA P.O. Box 12369 Columbia, SC 29211
Leo A. Dryer Jr. Dryer Law Offices P.O. Box 11567 Columbia, SC 29211

Mailed hard copy:

Kristin Burnett Barber Johnson, Smith, Hibbard & Wildman P.O. Drawer 5587 Spartanburg, SC 293045587

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Paul B. Wickensimer Greenville County Clerk Of Court
- Clerk of Court

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

NAFH National Bank,

Plaintiff,

v.

Tower Homes, Inc.; Nathan Seppala a/k/a
Nathan P. Seppala; Matthew G. Seppala
a/k/a Matthew Seppala; Total Comfort
Installations, LLC a/k/a Total Comfort
Installations; Blue Tarp Financial, Inc.
d/b/a ProTrade Credit; CEMEX
Construction Materials, L.P. a/k/a CEMEX
Construction Materials LP; Stock Building
Supply, LLC f/k/a Stock Building Supply,
Inc.; Central Mutual Insurance; Imperial
Systems, Inc. a/k/a Imperial Systems Inc.
a/k/a Imperial Systems Inc; The Peoples
National Bank; The Greenville News; Air
Systems, Inc.; HD Supply
Plumbing/HVAC, Ltd.; Greer Flooring
Center, Inc.; MTP Nursery, LLC d/b/a
MTP Nursery and Landscaping; 84
Lumber Company, L.P.; Marsh Furniture
Company; Sears Commercial d/b/a Sears
Holdings, Inc.; Thomas Concrete of South
Carolina, Inc. d/b/a Thomas Concrete of
South Carolina Inc; Bradco Supply
Corporation; and Israel Romero,

Defendants.

ORDER FOR DEFICIENCY JUDGMENT

C.A. No.: 2011-CP-23-00858

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
JAN 11 2012

2012 JAN 11 P 3:50

After the sale of the property which is the subject of this action, I have determined that a deficiency exists in the amount of Eighty-Two Thousand Eight Hundred Seventy and 89/100ths (\$82,870.89) Dollars based upon the following:

- a. Total debt secured by Note 1 and Mortgage 1, as provided in Note 1 and Mortgage 1 as of September 30, 2011, inclusive of reference and deed fee:

\$116,878.36

b.	PLUS Interest from September 30, 2011 through December 7, 2011 (date of final sale) (per diem rate of \$13.62 x 68 days)	\$ 926.16
c.	Plus Commission:	\$ 356.00
d.	Plus Advertising Fee:	\$ 310.37
e.	LESS Amount of Bid for Property One:	(\$35,600.00)
h.	Total Deficiency Judgment as of December 7, 2011	\$82,870.89

The Clerk of Court for Greenville is directed to forthwith enter and docket such judgment in the Clerk's Office pursuant to Section 29-3-650, Code of Laws of South Carolina (1976), as amended.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff have judgment against the **Defendant Tower Homes, Inc., Nathan Seppala a/k/a Nathan P. Seppala and Matthew G. Seppala a/k/a Matthew Seppala, jointly and severally**, in the amount of Eighty-Two Thousand Eight Hundred Seventy and 89/100ths (\$82,870.89) Dollars.

Charles B. Simmons, Jr.
Master-in-Equity for Greenville County

Date: January 5, 2012
Greenville, South Carolina

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

CASE NO: 2011-CP-23-00858

NAFH National Bank,

Plaintiff

2012 JAN 11 P 3:50

-VS-

Tower Homes, Inc.; Nathan Seppala a/k/a Nathan P. Seppala; Matthew G. Seppala a/k/a Matthew Seppala; Total Comfort Installations, LLC a/k/a Total Comfort Installations; Blue Tarp Financial, Inc. d/b/a ProTrade Credit; CEMEX Construction Materials, L.P. a/k/a CEMEX Construction Materials LP; Stock Building Supply, LLC f/k/a Stock Building Supply, Inc.; Central Mutual Insurance; Imperial Systems, Inc. a/k/a Imperial Systems Inc. a/k/a Imperial Systems Inc; The Peoples National Bank; The Greenville News; Air Systems, Inc.; HD Supply Plumbing/HVAC, Ltd.; Greer Flooring Center, Inc.; MTP Nursery, LLC d/b/a MTP Nursery and Landscaping; 84 Lumber Company, L.P.; Marsh Furniture Company; Sears Commercial d/b/a Sears Holdings, Inc.; Thomas Concrete of South Carolina, Inc. d/b/a Thomas Concrete of South Carolina Inc; Bradco Supply Corporation; and Israel Romero,

Defendants

MASTER'S REPORT OF SALE

To the Honorable the Court of Common Pleas for Greenville County, I beg to submit the following as my Report of Sale in the above stated case:

In pursuance of the Decree heretofore passed October 5, 2011, I sold the premises therein described, after due advertisement according to law and custom of this Court on sales day December 7, 2011, to NAFH National Bank, Its Successors and Assigns, for the sum of Fifty-Two Thousand Five Hundred and no/100ths (\$52,500.00) Dollars for Property Two. Said bid was assigned to FBSA 1, LLC on December 28, 2011, and,

Upon its compliance with the terms of sale, on January 5, 2012, I executed and delivered to FBSA 1, LLC a deed to the premises.

All of which is respectfully submitted,

Charles B. Simmons, Jr.,
Master-in-Equity for Greenville County

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO: 2011CP2300858

NAFH National Bank vs. Tower Homes Inc

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;

☐ Statement of Judgment by the Court:

NOTICE

This is a notice to you that an Order For Deficiency Judgment (Note 1 & 2) in this case has been filed in the Clerk of Court's Office. To obtain a certified copy, you may contact our office by phone (864) 467-8551 or email a request to lbobo@greenvillecounty.org. If you would like a copy via email, please provide a valid email address.

Dated at Greenville, South Carolina, this 11th day of January, 2012.

Court Reporter:

PRESIDING JUDGE -

Andrew Todd Darwin Holcombe Bomar, P.A. P.O.
Drawer 1897 Spartanburg, SC 29304
Israel Romero 94 Birdsong Lane Taylors, SC
29687
Ashley V Myers Haynsworth Sinkler Boyd Pa 1201
Main Street Suite 2200 Columbia, SC 29201
Keven Kurtis Kenison Kenison, Dudley & Crawford
Llc 704 E Mcbee Ave Greenville, SC 29601
B. Ray Woodard Woodard & Butler P.O. Box 1906
Walterboro, SC 29488
Roy White Boggs Peter D. Korn, PA P.O. Box
12369 Columbia, SC 29211
Leo A. Dryer Jr. Dryer Law Offices P.O. Box 11567
Columbia, SC 29211

Mailed hard copy:

Kristin Burnett Barber Johnson, Smith, Hibbard &
Wildman P.O. Drawer 5587 Spartanburg, SC
293045587

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Paul B. Wickensimer Greenville County Clerk Of Court
- Clerk of Court

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

NAFH National Bank,

Plaintiff,

v.

Tower Homes, Inc.; Nathan Seppala a/k/a
Nathan P. Seppala; Matthew G. Seppala
a/k/a Matthew Seppala; Total Comfort
Installations, LLC a/k/a Total Comfort
Installations; Blue Tarp Financial, Inc.
d/b/a ProTrade Credit; CEMEX
Construction Materials, L.P. a/k/a CEMEX
Construction Materials LP; Stock Building
Supply, LLC f/k/a Stock Building Supply,
Inc.; Central Mutual Insurance; Imperial
Systems, Inc. a/k/a Imperial Systems Inc.
a/k/a Imperial Systems Inc; The Peoples
National Bank; The Greenville News; Air
Systems, Inc.; HD Supply
Plumbing/HVAC, Ltd.; Greer Flooring
Center, Inc.; MTP Nursery, LLC d/b/a
MTP Nursery and Landscaping; 84
Lumber Company, L.P.; Marsh Furniture
Company; Sears Commercial d/b/a Sears
Holdings, Inc.; Thomas Concrete of South
Carolina, Inc. d/b/a Thomas Concrete of
South Carolina Inc; Bradco Supply
Corporation; and Israel Romero,

Defendants.

IN THE COURT OF COMMON PLEAS

ORDER FOR DEFICIENCY JUDGMENT

C.A. No.: 2011-CP-23-00858

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
JAN 11 2012

2012 JAN 11 P 3:50

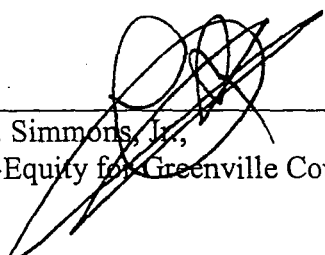
After the sale of the property which is the subject of this action, I have determined that a deficiency exists in the amount of Sixty-Eight Thousand Two Hundred Ten and 57/100ths (\$68,210.57) Dollars based upon the following:

- a. Total debt secured by Note 2 and Mortgage 2, as provided
in Note 2 and Mortgage 2 as of September 30, 2011: \$119,089.97

b.	PLUS Interest from September 30, 2011 through December 7, 2011 (date of final sale) (per diem rate of \$11.18 x 68 days)	\$ 760.24
c.	Plus Commission:	\$ 525.00
d.	Plus Advertising Fee:	\$ 310.36
e.	Plus Deed Fee:	\$ 25.00
f.	LESS Amount of Bid for Property Two:	(\$52,500.00)
h.	Total Deficiency Judgment as of December 7, 2011	\$68,210.57

The Clerk of Court for Greenville is directed to forthwith enter and docket such judgment in the Clerk's Office pursuant to Section 29-3-650, Code of Laws of South Carolina (1976), as amended.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff have judgment against the **Defendant Tower Homes, Inc., Nathan Seppala a/k/a Nathan P. Seppala and Matthew G. Seppala a/k/a Matthew Seppala, jointly and severally**, in the amount of Sixty-Eight Thousand Two Hundred Ten and 57/100ths (\$68,210.57) Dollars.



 Charles B. Simmons, Jr.,
 Master-in-Equity for Greenville County

Date: January 5, 2012
 Greenville, South Carolina

- ATTACHMENT B -

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
2011-CP-23-858

NAFH National Bank,

Plaintiff,

vs.

Tower Homes, Inc.; Nathan Seppala)
a/k/a Nathan P. Seppala; Matthew G.)
Seppala a/k/a Matthew Seppala;)
et al,)

Defendants.)

TRANSCRIPT OF TESTIMONY

June 6, 2012
Greenville, South Carolina

B E F O R E:

HONORABLE CHARLES B. SIMMONS, JR., MASTER IN EQUITY

A P P E A R A N C E S:

Kristen B. Barber, Esquire
Attorney for the Plaintiff

Wanda E. Fudge, CCR
Court Reporter

1 BY THE COURT: Hello, Dr. Romero.

2 DR. ROMERO: Hello.

3 BY THE COURT: Are we ready to go on record?

4 MS. BARBER: Yes, Your Honor.

5 BY THE COURT: For the record, this is 2011-858. This case
6 involves a mortgage foreclosure. One of the parcels that was
7 covered through a foreclosure was a property that Dr. Romero, who
8 is present here today, was buying under an unrecorded Bond for
9 Title.

10 My recollection is the case came to a hearing. Dr. Romero
11 made very fine arguments that he should stay in the property,
12 that the first mortgage should not have priority, and the
13 equities weighed in his favor, and I felt compelled, of course,
14 to rule opposite.

15 Dr. Romero, I understand that you have the case on appeal.

16 Plaintiff -- the property went back to Plaintiff, correct?

17 MS. BARBER: Went to an assignee of the bank of the
18 Plaintiff, correct, Your Honor.

19 BY THE COURT: A deed has been issued to your client?

20 MS. BARBER: That's correct, Your Honor.

21 BY THE COURT: Your client is wanting possession of the
22 property?

23 MS. BARBER: That's correct, Your Honor.

24 BY THE COURT: Okay. Dr. Romero, you have filed a Motion
25 to Stay Writ of Ejectment and I have reviewed that, and it was

1 filed with the Clerk's Office on May 16, 2012. So, I'll be glad
2 to hear your brief summary of your position.

3 DR. ROMERO: Yes, Your Honor. This property is---

4 BY THE COURT: I need you to stand up when you address the
5 Court, please, sir.

6 DR. ROMERO: Yes, I'm sorry. Yes. This property is still
7 subject to litigation, and this litigation, as you correctly said
8 already, is on appeal and the appeal is already perfected and is
9 ripe for the decision. We are just waiting for that.

10 I do have here some documents that were introduced as
11 exhibits in the -- I would ask the Court to receive evidence to
12 show how the case is on appeal.

13 The point is that the appeal being granted in my favor, this
14 property will have to be conveyed -- title on the property will
15 have to be conveyed back to me, and that is going to create
16 serious trouble to the bank. That is the main point we are
17 trying to let this Court to know.

18 As the Court may -- you -- Judge -- may recall, the main
19 argument that we brought to this Court is that the proceedings
20 was fraudulent, that it was fraud on the proceedings. And after
21 the appeal was perfected, the bank came to this Court with a
22 motion to be relieved from a -- they call clerical mistake, and I
23 didn't see anywhere my name being misspelled, the location being
24 -- any numbers reversed or anything in the entire proceedings of
25 clerical mistakes.

1 The document says -- and this document was brought to this
2 Court by the bank; that after they -- after the property or the
3 whole case was decided, they found that four properties, which is
4 what I have been alleging all the time, arguing all the time
5 on that, those four properties were conveyed -- title was
6 conveyed on those properties to other people before the Complaint
7 came to this Court from the bank, the original Complaint. And
8 also---

9 BY THE COURT: All right. Let me stop right there.

10 DR. ROMERO: Yes.

11 BY THE COURT: There were multiple lots involved in this
12 foreclosure.

13 DR. ROMERO: Correct.

14 BY THE COURT: Are you saying that the lot that you were
15 buying under a Bond for Title had been transferred prior to
16 foreclosure?

17 DR. ROMERO: No. I'm not saying that. What I'm saying is
18 the argument I brought, the argument I brought is that the whole
19 matter was fraudulent, is a fraud. In that document filed by the
20 bank in this Court afterwards, after everything was already on
21 appeal and the appeal was perfected, after that they came saying
22 that clerical mistakes in judgment or whatever could be
23 corrected. When property has been conveyed before a case
24 started, those are not clerical mistakes. And also, they came
25 saying that the bank, after reviewing their own documents, found

1 that, yes, that the bank has the documents, that those other
2 properties were conveyed.

3 BY THE COURT: All right. Help me understand how that
4 relates to the particular lot that you are purchasing under Bond
5 for Title.

6 DR. ROMERO: Okay. It relates that in my opinion, of course
7 coming from my countersuit, the number one issue that it asks
8 there in the petition, relief sought, whatever, always number one
9 is title on the property located a 94 Birdsong Lane and once the
10 appeal is decided, it is decided in my favor, this Court or
11 whoever will have no other choice but convey the title on that
12 property to me. That's the number one thing because that has
13 been the number one relief sought, always, always, always and, of
14 course, all of the damages, all of the damages.

15 An officer from the bank, they have -- on the trial
16 proceedings before you -- and you mentioned several times that I
17 have filed a document stating that certain affidavits they were
18 perjured affidavits. The document presented to this Court by
19 this bank is saying, yes, they are perjured affidavits but they
20 are clerical mistakes. Those are not clerical mistakes.

21 BY THE COURT: Again, I'm sorry, I don't completely follow
22 your argument, but let me -- I've ruled against you.

23 DR. ROMERO: Yes.

24 BY THE COURT: And you've appealed to our very fine
25 appellate courts which is certainly your right, and I think, in

1 fact, I encouraged you, if you disagreed with my decision, to do
2 that.

3 Let me ask you, when is the last time you've made a payment
4 on this property that you contend that you are purchasing?

5 DR. ROMERO: Okay. I don't recollect exactly when, but I
6 stopped making payments because there were nobody to make the
7 payment---

8 BY THE COURT: I understand. Give me a range of time, you
9 think.

10 DR. ROMERO: I don't remember. It could be, what---

11 BY THE COURT: Three years ago?

12 DR. ROMERO: About two years ago, maybe, maybe.

13 BY THE COURT: Are you aware that under the appellate court
14 rules that an Order directing the sale of property is not stayed
15 by an appeal? In other words, the rules specifically require the
16 action to proceed on to a sale absent some type of bond. So, are
17 you proposing that a bond be posted?

18 DR. ROMERO: Well, if it is necessary to try that avenue, if
19 that is the way that we can solve to stay, that might very
20 certain end -- the number one point is that in the appeal, Your
21 Honor, it's very likely that---

22 BY THE COURT: Well, let me ask you, what happens if
23 ultimately the appellate court says, "You know what, Simmons, you
24 were right." How is that fair to the bank that you stay there
25 another two years without paying anything if they ultimately win?

1 DR. ROMERO: Well, about payment if the bank ever says that
2 they had a really right to have the property to come to me and
3 they never come to me asking me neither for payment or for any
4 other kind of solution to the situation -- I did propose to the
5 bank, I did propose to the bank a settlement that I was willing
6 to buy the property. I made an offer and they said, "No, no,
7 your offer is not accepted" and that's it; no more, no
8 counteroffer, no nothing.

9 BY THE COURT: Under the Bond for Title with Tower Homes
10 what amount was supposed to have been paid on a monthly basis?

11 DR. ROMERO: On that one, was six hundred and something
12 including insurance but they were carrying the insurance but
13 after they disappeared, I bought insurance on the property.
14 That's right. I paid for the insurance on the property. The
15 property has insurance.

16 BY THE COURT: So, you're telling---

17 DR. ROMERO: It would be about, yes, it would be \$620. I
18 think, it's \$618 plus the insurance. They said the insurance.
19 Yes.

20 BY THE COURT: Are you telling me the Bond for Title for
21 that house was only \$620 a month?

22 DR. ROMERO: Yes.

23 BY THE COURT: All right. Ms. Barber, let me hear from
24 you. First, if you will, address the issue with the motion
25 relative to the clerical issue following the foreclosure Order.

1 MS. BARBER: Yes, Your Honor. We filed a motion under Rule
2 60. This was a case where after we got the Order after the
3 property had been sold on the other four lots which is not
4 subject to Dr. Romero's appeal, when we were going back through
5 the title, while the closing attorney was going back through the
6 title, he found that the mortgage had been canceled for the other
7 four lots prior to the foreclosure sale. There was -- we were
8 unable to find it when we did our title work because of the fact
9 there was an indexing error with Greenville County. So, that
10 indexing error has been corrected after we filed our Lis Pendens
11 and after we filed our Complaint. The Court issued an Order
12 allowing us to reinstitute our mortgage and proceed -- and to fix
13 that mistake that we would have fixed in the beginning had we
14 known about it.

15 So, that's what -- it had nothing to do with fraudulent
16 documents or anything. It was a simple -- the property was never
17 transferred. It was a simple mistake on the part of the bank in
18 satisfying a mortgage that should not have been satisfied. No
19 one showed up at the hearing. We had a 15-minute hearing before
20 Your Honor. No one showed up at the hearing. All parties were
21 served, including Dr. Romero. No one attended that hearing. And
22 Your Honor issued an Order.

23 BY THE COURT: Now, move into -- to the extent that Dr.
24 Romero is asking to post a bond -- and I'm not sure exactly if he
25 is -- but what's your client's position on that?

1 MS. BARBER: Your Honor, our client's position would be that
2 in October you issued the Order -- on October 20th of 2011, we had
3 a hearing on -- or Dr. Romero filed a Notice of Appeal and
4 Appellate's Written Undertaking Staying Judgment. At that time,
5 you entered an Order -- it's dated October 21, 2011, filed
6 October 26, 2011. I have a copy if you want to see it.

7 BY THE COURT: If you will hand it to my bailiff, please.

8 MS. BARBER: This issue has already come before the Court,
9 and the Court set a bond in the amount of \$13,500. It was to be
10 paid by November -- it was supposed to be paid by -- I'm sorry --
11 October 27, 2011. If the bond was not posted in the amount of
12 \$13,500, then your Order concluded that the property would be
13 sold at the November 7, 2011 sale. October 27th came and passed.
14 No bond was posted. We proceeded with a foreclosure sale, and
15 then the Court issued an Order in January of this year
16 transferring the title to the petitioner.

17 Additionally, which is not before the Court, but Dr. Romero
18 filed a Motion to Stay pending appeal in the appellate court as
19 well, and the appellate court denied the stay as well.

20 So, our position would be he's already had one bite at the
21 apple. He's already had one chance to stay. He did not post the
22 bond pursuant to the Court's instructions, pursuant to the
23 previous hearing that we had and, therefore, he should not be
24 allowed -- we proceeded with the sale. We sold the property. He
25 should not be allowed to now come back in and ask for a second

1 bite of the apple.

2 BY THE COURT: Dr. Romero, let me ask you, first, is it
3 correct that you never did file the bond that you were allowed
4 the opportunity to do under the October 2011 Order?

5 DR. ROMERO: Yes, that time, yes, Your Honor, because I had
6 to have cash, \$13,500. Everyone who were willing to give a bond,
7 that's what they request. You have to have that amount in your
8 bank account, and that created a problem. I didn't have \$13,500
9 cash in my bank account to -- for those people to issue the --
10 and also to take that money there, a way to have that. That
11 created the problem. I think the bond was in an amount too high.

12 The other solution that I was willing to -- instead of a
13 bond, paying like rent to the bank, but they didn't want to deal
14 with me at all. The only thing they want is me out of the
15 property. I think that they feel that they have been doing
16 something that is wrong. That's why they -- they say, "Okay,
17 when I get rid of this person, then this person will go away."
18 They have no idea where they do because later on some
19 investigation will come. That's for sure. Yes, yes. I want to
20 submit these documents.

21 BY THE COURT: Yes, sir. You can submit whatever you want
22 to to my court reporter, if you'll let Ms. Barber see---

23 DR. ROMERO: Yes. Correct, yes. This is the copy -- I gave
24 you a copy of this. The cover letter for the initial Brief of
25 Respondent, then the Record on Appeal, and then the Final Brief

1 of Appellant---

2 MS. BARBER: You don't have copies. You just have copies of
3 the first page---

4 DR. ROMERO: Correct, correct, correct because this says
5 received by the -- and this is yours.

6 BY THE COURT: There's no issue but that he's properly
7 perfected his appeal, correct?

8 MS. BARBER: No. There's no issue whatsoever. We are
9 actively involved in the appeal. So, there's no issue on that.

10 BY THE COURT: Dr. Romero, you can hand that up. That will
11 collectively be marked as your exhibit for today's hearing.

12 DR. ROMERO: Yes.

13 (Final Brief of Appellant, Letter dated January 18, 2012 to
14 The Honorable Tanya A. Gee from Dr. Romero, Record on Appeal
15 (first page), Letter dated January 27, 2012 to The Honorable
16 Tanya A. Gee from Kristin Burnett Barber, and Final Brief of
17 Respondent entered into evidence as Defendant's Exhibit No. 1)

18 BY THE COURT: All right. So, Dr. Romero, here's what I'm
19 going to do. I will give you ten days from today to post that
20 \$13,500 bond. If not, then the property's going to need to be
21 vacated within thirty days of today. I understand you disagree
22 with me. That's just part of the job that I have. But if the
23 bond's not posted and if you're not out, then the Sheriff's
24 Office will come out and forcibly remove anything---

25 DR. ROMERO: Within thirty days, starting today, you say?

1 BY THE COURT: Yes, sir.

2 DR. ROMERO: Okay.

3 BY THE COURT: Ms. Barber, if you would prepare a short
4 Order, if you'll send a courtesy copy to Dr. Romero. Again, the
5 clock starts ticking today.

6 MS. BARBER: Yes, Your Honor.

7 BY THE COURT: Thank you, sir.

8 DR. ROMERO: Thank you. Excuse me, again, Your Honor, I
9 want to make sure I have the correct dates. How many days for
10 the bond?

11 BY THE COURT: Ten days.

12 DR. ROMERO: Ten, okay.

13 BY THE COURT: Again, this is over the objection of Ms.
14 Barber who certainly has a strong argument, that the Order from
15 October is clear in its terms. But it's ten days from today. If
16 that is posted, it has to be done in a fashion approved by the
17 Clerk of Court's Office here in Greenville, and Ms. Barber also
18 has to be provided a copy. Cash, other assets, a bonding
19 company, it doesn't matter to me.

20 DR. ROMERO: Including other assets?

21 BY THE COURT: As long as agreeable by the Clerk of Court.
22 And then if that's not done within ten days of today, then within
23 thirty days of today the property has to be vacated. I want you
24 to understand, if ultimately the appeal is upheld, in other
25 words, it's not reversed, then that \$13,500 would be paid to the

1 bank to compensate them for the time that they've lost for your
2 staying in the property.

3 All right. Thank you.

4 DR. ROMERO: Thank you, Your Honor.

5 MS. BARBER: Do you want me to email it to you?

6 BY THE COURT: That's fine. Just email it to my court
7 reporter, if you will.

8 MS. BARBER: Thank you.

9 BY THE COURT: Do you have Dr. Romero's email?

10 MS. BARBER: I do, Your Honor.

11 DR. ROMERO: Yes, she does.

12 MS. BARBER: Unless you've changed it.

13 DR. ROMERO: No, no. It is the same one.

14 BY THE COURT: All right. Thank you so much. Thank you,
15 Ms. Barber.

16 -----END OF REQUESTED TRANSCRIPT OF RECORD-----
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25

1 The undersigned, Wanda E. Fudge, Court Reporter, Office of
2 Master in Equity for Greenville County, South Carolina, do hereby
3 certify that the foregoing is a true, accurate and complete
4 Transcript of Record of all of the proceedings had and evidence
5 introduced in the hearing of the captioned case, relative to
6 appeal, before The Honorable Charles B. Simmons, Jr., as Master
7 in Equity for Greenville County, South Carolina on the 6th of
8 June 2011.

9 I do further certify that I am neither of kin, counsel, nor
10 interest to any parties hereto.

11 June 14, 2011

12
13 Wanda E. Fudge

14 Wanda E. Fudge, CCR

15 Certified Court Reporter
16
17
18
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22
23
24
25

- ATTACHMENT C -

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

NAFH National Bank,)

**ORDER GRANTING PLAINTIFF'S
MOTION FOR RELIEF FROM
JUDGMENT**

Plaintiff,)

v.)

C.A. No.: 2011-CP-23-00858

Tower Homes, Inc.; Nathan Seppala)
a/k/a Nathan P. Seppala; Matthew G.)
Seppala a/k/a Matthew Seppala; Total)
Comfort Installations, LLC a/k/a Total)
Comfort Installations; Blue Tarp)
Financial, Inc. d/b/a ProTrade Credit;)
CEMEX Construction Materials, L.P.)
a/k/a CEMEX Construction Materials)
LP; Stock Building Supply, LLC f/k/a)
Stock Building Supply, Inc.; Central)
Mutual Insurance; Imperial Systems,)
Inc. a/k/a Imperial Systems Inc. a/k/a)
Imperial Systems Inc; The Peoples)
National Bank; The Greenville News;)
Air Systems, Inc.; HD Supply)
Plumbing/HVAC, Ltd.; Greer Flooring)
Center, Inc.; MTP Nursery, LLC d/b/a)
MTP Nursery and Landscaping; 84)
Lumber Company, L.P.; Marsh)
Furniture Company; Sears Commercial)
d/b/a Sears Holdings, Inc.; Thomas)
Concrete of South Carolina, Inc. d/b/a)
Thomas Concrete of South Carolina Inc;)
Bradco Supply Corporation; and Israel)
Romero,)

Defendants.)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKREIGHT
2012 MAR 28 PM 3:50

This matter comes before this Court on Plaintiff's Notice of Motion and Motion for Relief from Judgment (the "Motion"). The Motion was filed on February 24, 2012 in the Office of the Clerk of Court for Greenville County, South Carolina in the above-captioned action. By the Motion, Plaintiff seeks an order for Relief from Master's Order and Judgment of Foreclosure



and Sale dated September 30, 2011 and filed October 5, 2011 in the Office of the Clerk of Court for Greenville County, South Carolina in the above-captioned matter (the "Order"). A hearing was held on March 28, 2012 at 3:30 p.m., attended by Kristin Burnett Barber, attorney for the Plaintiff NAFH National Bank (the "Bank"). ^{Notice of the Hearing was given to all Defendants and none appear} Based on the pleadings filed herein, the evidence, testimony and arguments of counsel, I find as follows:

1. On February 4, 2011, the Bank filed its Lis Pendens, Summons and Complaint for foreclosure of certain notes and mortgages as more particularly described therein (the "Complaint").

2. The Complaint, among other things, sought foreclosure of Note 1, as defined therein and incorporated herein by reference, which was secured by that certain Mortgage (With Future Advance Clause) executed and delivered by Tower Homes, Inc. ("Tower Homes") to the Bank dated December 7, 2007 and recorded December 12, 2007 in Mortgage Book MO 2893 at page 997 and re-recorded March 13, 2008, to correct the lot number, in Mortgage Book MO 4930 at page 300, both in the Office of the Register of Deeds for Greenville County, South Carolina, encumbering certain real property as more particularly described therein (hereinafter "Mortgage 1").

3. For value received, the Bank released certain lots from Mortgage 1 as more particularly set forth in the Complaint.

4. At the time of the filing of the Complaint, the Bank believed that the property encumbered by Mortgage 1 was Lots 23, 24, 33 and 75 of Baywood Place as shown on plat thereof recorded in Plat Book 50-J at page 39 in the Office of the Register of Deeds for Greenville County, South Carolina (hereinafter referred to as "Mortgaged Property 1") and more



particularly described in **Exhibit "A"** legal description attached hereto and incorporated herein by reference.

5. In accordance with the terms of the Order, Mortgaged Property 1 was sold at foreclosure sale and a Master's Deed has been issued to FBSA 1, LLC, dated January 5, 2012 and recorded January 17, 2012 in Book DE 2399 at pages 4704-4711 in the Office of Register of Deeds for Greenville County, South Carolina (the "Master's Deed").

6. On Friday, February 17, 2012, Kristin Burnett Barber ("Ms. Barber"), attorney for the Bank, was notified by the attorney closing the sale of one of the lots encumbered by Mortgage 1 that, prior to the filing of the Complaint, Mortgage 1 had been satisfied for the public record with said satisfaction being dated December 22, 2009 and recorded January 4, 2010 in Book SAT 392 at pages 1815-1816 in the Office of the Register of Deeds for Greenville County, South Carolina (the "Satisfaction"). A copy of the Satisfaction is attached to the Motion as Exhibit "B" and is incorporated herein by reference.

7. After a search of the public records in the Office of the Register of Deeds for Greenville County, South Carolina, it appears that there was an indexing error related to the re-recording of Mortgage 1 and therefore Ms. Barber's office was unable to find the Satisfaction prior to the commencement of the foreclosure action, and therefore, was unable to clear up the same through the foreclosure action.

8. Additionally after a review of the Bank's record it has been determined that Mortgage 1 was erroneously satisfied.

9. When Note 1 was executed and delivered to the Bank, it was originally secured by real property located in Greenville County and real property located in Pickens County. In September 2009 two (2) of the lots located in Greenville County were sold and released from

A handwritten signature in black ink, appearing to be a stylized 'B' or 'P' with a large loop.

Mortgage 1. In October 2009, the lots located in Hamilton Park, Pickens County, South Carolina, were sold and the mortgage encumbering said property was supposed to be cancelled for the Pickens County public record.

10. In December 2009, the attorney's office who closed the sale of the Pickens County lots contacted the Bank inquiring as to the satisfaction of the mortgage. At that time, a bank employee, who is no longer employed by the Bank, mistakenly satisfied Mortgage 1 instead of satisfying only the mortgage encumbering the Pickens County real property.

11. At all relevant times, there was a balance due and owing under the terms of Note 1 and Mortgage 1 and the Plaintiff was entitled to foreclose the same.

12. Mortgage 1 was erroneously satisfied.

13. Rule 60(a) of the South Carolina Rules of Civil Procedure provides that: "Clerical mistakes in judgments, orders or others parts of the record and errors therein arising from the oversight or omission may be corrected by the court at any time on its own initiative or on the motion of any party and after such notice, if any, as the court orders."

14. Had the attorney for the Bank been aware of the erroneous satisfaction of Mortgage 1 at the time of the filing of the Complaint, a cause of action to set aside the erroneous satisfaction of Mortgage 1 would have been included in the Complaint and the Bank would have sought an order from this Court setting aside the Satisfaction. Additionally, the Bank would have asked that the Court find that the Bank was entitled to foreclosure of Note 1 and Mortgage 1 and to sell Mortgaged Property 1 at foreclosure sale.

15. Based on the foregoing, the Motion is hereby granted and that the Order shall be corrected to provide the following: that Mortgage 1 was erroneously satisfied; that the Satisfaction is set aside for the public record; and that the Plaintiff is entitled to foreclosure of

A handwritten signature in black ink, appearing to be a stylized 'P' or 'B' with a large loop.

Note 1 and Mortgage 1. Furthermore, the foreclosure sale and transfer to FBSA 1, LLC by virtue of the Master's Deed is hereby reaffirmed.

16. Nothing contained herein is intended nor does it have any effect on Note 2 and Mortgage 2, which encumbers real property located at 94 Birdsong Lane, Taylors, South Carolina.

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

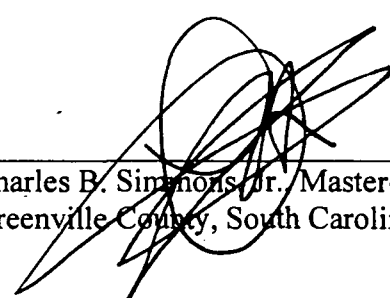
1. The Bank's Motion is hereby granted and the Bank is granted relief from the Order.

2. The Order is hereby corrected to provide as follows: that Mortgage 1 was erroneously satisfied; that the Satisfaction is hereby set aside for the public record; and the Plaintiff is entitled to foreclosure of Note 1 and Mortgage 1.

3. That the Office of the Register of Deeds for Greenville County is hereby directed to record this Order and index it in the Mortgage Books upon execution and presentation.

4. The foreclosure sale and transfer to FBSA 1, LLC, by virtue of the Master's Deed, hereby reaffirmed.

IT IS SO ORDERED.



Charles B. Simmons, Jr., Master-in-Equity
Greenville County, South Carolina

March 28 2012

Greenville, South Carolina

A Certified Copy
Paul B. Williams
Clerk of Court C.P. & G.S.
Greenville County, SC
Dated 3-28-12

EXHIBIT "A"
(Legal Description for Mortgaged Property 1)

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville being shown and designated as Lots 23, 24, 33 and 75 of Baywood Place as shown on plat thereof recorded in Plat Book 50-J at page 39 and having, according to said plat, metes and bounds as shown thereon.

This being the same property conveyed to Tower Homes, Inc. by deed of TM Properties, LLC dated December 7, 2007 and recorded December 12, 2007 in Book DE 2304 at page 683 in the Office of the Register of Deeds for Greenville County, South Carolina.

Lot 23
109 Red Coat Court, Simpsonville, SC
Tax Map No.: 0576040108600

Lot 24
113 Red Coat Court, Simpsonville, SC
Tax Map No.: Tax Map No.: 0576040108500

Lot 33
22 Patriot's Pride Court, Simpsonville, SC
Tax Map No.: 0576040107600

Lot 75
104 Red Coat Court, Simpsonville, SC
Tax Map No.: 0576040106400

A handwritten signature, possibly reading "J. B.", is located at the bottom center of the page.

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS)

COUNTY OF GREENVILLE)

LBSA 1, LLC,)

WRIT OF EJECTMENT

Petitioner,)

C.A. No.: 2011-CP-23-00858

IN RE:)

NAFH National Bank,)

Plaintiff,)

v.)

Tower Homes, Inc.; Nathan Seppala a/k/a)
Nathan P. Seppala; Matthew G. Seppala)
a/k/a Matthew Seppala; Total Comfort)
Installations, LLC a/k/a Total Comfort)
Installations; Blue Tarp Financial, Inc.)
d/b/a ProTrade Credit; CEMEX)
Construction Materials, L.P. a/k/a CEMEX)
Construction Materials LP; Stock Building)
Supply, LLC f/k/a Stock Building Supply,)
Inc.; Central Mutual Insurance; Imperial)
Systems, Inc. a/k/a Imperial Systems Inc.)
a/k/a Imperial Systems Inc; The Peoples)
National Bank; The Greenville News; Air)
Systems, Inc.; HD Supply)

Plumbing/HVAC, Ltd.; Greer Flooring)
Center, Inc.; MTP Nursery, LLC d/b/a)
MTP Nursery and Landscaping; 84)
Lumber Company, L.P.; Marsh Furniture)
Company; Sears Commercial d/b/a Sears)
Holdings, Inc.; Thomas Concrete of South)
Carolina, Inc. d/b/a Thomas Concrete of)
South Carolina Inc; Bradco Supply)
Corporation; and Israel Romero,)

Defendants.)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMMER
2012 MAY -4 P 2:35

2012 MAY 10 PM 02:55

This matter came before me regarding the above named Defendant Israel Romero, or any occupant of the property located at 94 Birdsong Lane, Taylors, SC 29687, to issue a Writ of

OBS

Assistance by this Court to the Sheriff of Greenville County, South Carolina, ordering and directing him to remove, peaceably or forcibly, the Defendant Israel Romero, together with any and all persons claiming under said defendant, and all of their personal property located within or on the subject premises described herein.

It appears that the NAFH National Bank was the successful bidder at the public sale of the subject premises on December 7, 2011 and said bid was assigned to LBSA 1, LLC, the Petitioner, resulting in a Master's Deed dated January 5, 2012 and recorded January 17, 2012 in Book DE 2399 at Pages 4702-4706 in the Office of the Register of Deeds for Greenville County. That Petitioner is entitled to possession of the subject premises,

NOW, THEREFORE,

UPON MOTION of the Petitioner,

IT IS HEREBY ORDERED that the Petitioner is entitled to recover possession of the premises described as follows:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville being shown and designated as Lot 37 of The Preserve at Mountain Creek as shown on plat thereof recorded in Plat Book 49-Z at Page 9 and having, according to said plat, metes and bounds as shown thereon.

This being the same property conveyed to Tower Homes, Inc. by deed of Mountain Creek Development, LLC dated October 3, 2005 and recorded October 17, 2005 in Deed Book 2170 at page 1934 in the Office of the Register of Deeds for Greenville County, South Carolina.

Address: 94 Birdsong Lane
Taylors, SC 29687
TMS No.: T029.06-01-037.00

IT IS FURTHER ORDERED that upon receipt of a copy of this Order, the Sheriff of Greenville County, South Carolina, or his authorized deputies be, and they hereby are,

CBS

directed and authorized to post a copy of the this Order, and/or serve a copy of this Order upon the occupant(s) of the referenced property.

IT IS FURTHER ORDERED that not less than twenty-one (21) days subsequent to said posting or service, the Sheriff shall be authorized to enter upon the aforescribed premises, by force if necessary, and seize the said premises and to remove therefrom any and all such persons who may be occupying the same, together with all of their possessions, and to put the Petitioner in full, peaceful and quiet possession of the premises without delay, and thereafter, within ten (10) days, make due Return to the Clerk of Court for Greenville County, South Carolina, showing how this Order has been executed.

IT IS FURTHER ORDERED that the Sheriff shall have discretion to extend the date of seizure, but not more than thirty (30) days from the date of said service or posting, absent a further Order.

IT IS FURTHER ORDERED that, should the Defendant Israel Romero and/or occupant(s) of the property challenge Petitioner's right to possession, said Defendant and/or occupant(s), upon filing a Motion to Stay Writ of Ejectment, shall be entitled to an expedited ~~hearing, which may be scheduled with the Court by calling (864) 467-8556, but only after filing~~ said motion with the Clerk of Court.

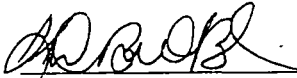
AND IT IS SO ORDERED.

s/Charles B. Simmons Jr.
Charles B. Simmons, Jr.,
Master-in-Equity for Greenville County

Date: 5/3, 2012

Greenville, South Carolina

I SO MOVE:



Shane W. Rogers, Esq.
Kristin Burnett Barber
Johnson, Smith, Hibbard and Wildman
Law Firm, L.L.P.
P.O. Drawer 5587
Spartanburg, SC 29304
Attorney for Petitioner LBSA 1, LLC

April 30, 2012

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

LBSA 1, LLC,)

MOTION FOR WRIT OF ASSISTANCE

Petitioner,)

C.A. No.: 2011-CP-23-00858

IN RE:)

NAFH National Bank,)

Plaintiff,)

v.)

Tower Homes, Inc.; Nathan Seppala)
a/k/a Nathan P. Seppala; Matthew G.)
Seppala a/k/a Matthew Seppala; Total)
Comfort Installations, LLC a/k/a Total)
Comfort Installations; Blue Tarp)
Financial, Inc. d/b/a ProTrade Credit;)
CEMEX Construction Materials, L.P.)
a/k/a CEMEX Construction Materials)
LP; Stock Building Supply, LLC f/k/a)
Stock Building Supply, Inc.; Central)
Mutual Insurance; Imperial Systems,)
Inc. a/k/a Imperial Systems Inc. a/k/a)
Imperial Systems Inc; The Peoples)
National Bank; The Greenville News;)

Air Systems, Inc.; HD Supply)
Plumbing/HVAC, Ltd.; Greer Flooring)
Center, Inc.; MTP Nursery, LLC d/b/a)
MTP Nursery and Landscaping; 84)
Lumber Company, L.P.; Marsh)
Furniture Company; Sears Commercial)
d/b/a Sears Holdings, Inc.; Thomas)
Concrete of South Carolina, Inc. d/b/a)
Thomas Concrete of South Carolina Inc;)
Bradco Supply Corporation; and Israel)
Romero,)

Defendants.)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMMER
2012 MAY -4 P 2:36

PLEASE TAKE NOTICE that the Petitioner, LBSA 1, LLC ("LBSA 1"), by and through its undersigned attorneys, hereby moves the Court for an Order for Writ of Assistance in favor of LBSA 1, on the following grounds:

1. That on February 4, 2011, NAFH National Bank filed its Lis Pendens, Summons and Complaint against Tower Homes, Inc., Nathan Seppala a/k/a Nathan P. Seppala and Matthew G. Seppala a/k/a Matthew Seppala, et.al. (the "Defendants") in the above-captioned action.

2. That on September 30, 2011 a foreclosure hearing was held before the Greenville County Master-in-Equity, pursuant to an Order of Reference filed on February 9, 2011.

3. That on October 5, 2011 a Master's Order and Judgment of Foreclosure and Sale was filed in the Office of the Greenville County Clerk of Court in the above-entitled matter.

4. On October 20, 2011, Defendant Israel Romero ("Defendant Romero") filed a Notice of Appeal and Appellant's Written Undertaking Staying Judgment for Sale or Delivery of Real Property. A hearing on the same was held and The Honorable Charles B. Simmons, Jr., Master-in-Equity for Greenville County issued an Order for Bond, dated October 21, 2011 and filed October 26, 2011 in the Office of the Clerk of Court for Greenville County, wherein Defendant Romero was ordered to post bond in the amount of Thirteen Thousand Five Hundred and no/100ths (\$13,500.00) Dollars by October 27, 2011 for the property located at 94 Birdsong Lane, Taylors, SC 29687, TMS No.: T029.06-01-037.00 (the "Subject Property"). Said Order further concluded that, if Defendant Romero did not post bond, then it was ordered that the Subject Property be sold at the November 7, 2011 foreclosure sale.

5. Defendant Romero did not post bond as required by the Order for Bond, therefore, the Subject Property was sold at the final sale held in Greenville County on December 7, 2011 at which the Plaintiff was the successful bidder.

6. On January 5, 2012, the Honorable Charles B. Simmons, Jr., as Master-in-Equity for Greenville County, conveyed the Subject Property to LBSA 1, LLC by Master's Deed dated January 5, 2012 and recorded January 17, 2012 in Book DE 2399 at Pages 4702-4706 in the Office of the Register of Deeds for Greenville County.

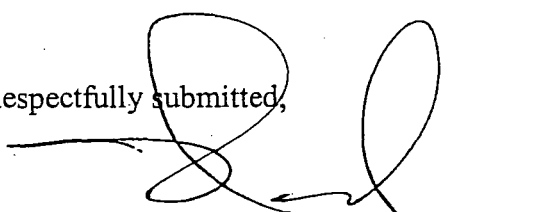
7. Upon information and belief, Petitioner believes that Defendant Romero and/or occupants are in wrongful possession of the Subject Property.

8. That the Petitioner is entitled to a Writ of Assistance directing the Sheriff of Greenville County, South Carolina to remove, peaceably or forcibly, Defendant Israel Romero and/or occupants and all of their personal property located within or on the Subject Property.

9. That the Honorable Charles B. Simmons, Jr. has jurisdiction over this matter pursuant to that certain Master's Order and Judgment of Foreclosure and Sale dated September 30, 2011 and filed October 5, 2011 in the Office of the Clerk of Court of Greenville County, South Carolina.

10. This motion is based upon the pleadings and Orders, which have been filed in this action.

Respectfully submitted,



Shane W. Rogers Bar # 16701
Kristin Burnett Barber Bar # 70420
Johnson, Smith, Hibbard and Wildman, L.L.P.
220 North Church Street (29306)
Post Office Drawer 5587
Spartanburg, SC 29304-5587
(864) 582-8121
Attorney for Petitioner LBSA 1, LLC

April 30, 2012

Spartanburg, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

NAFH National Bank,

☒ Plaintiff

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-23-0858

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

v. 2012 MAY -4 P 2:37

Tower Homes, Inc.; Nathan Seppala a/k/a Nathan P.

Seppala, et.al.

☐ Defendants.

Plaintiff's Attorney:

Kristin Burnett Barber, Bar No. 70420

Address: P.O. Drawer 5587

Spartanburg, SC 29304

phone: 864-582-8121 fax: 864-585-5328

e-mail: kbarber@jshwlaw.com other:

Defendant's Attorney:

, Bar No.

Address:

phone: fax:

e-mail: other:

☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion:

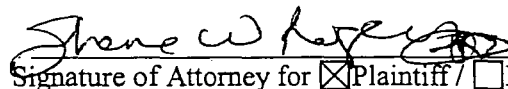
Estimated Time Needed: Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.


Signature of Attorney for ☒ Plaintiff / ☐ Defendant

5-1-12
Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$25.00

☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support

(check reason) ☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ 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:

☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other:

JUDGE

CODE: Date:

CLERK'S VERIFICATION

Date Filed:

Collected by: _____

☐ MOTION FEE COLLECTED: _____

☐ CONTESTED - AMOUNT DUE: _____

RECEIVED

MAY - 4 2012

FILED-CLERK OF COURT
STATE OF SOUTH CAROLINA GREENVILLE CO. S.C. IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE
PAUL B. WICKENS/MSR

2012 JUN -8 P 3:55

LBSA 1, LL

Petitioner,

IN RE:

NAFH National Bank,

Plaintiff,

v.

Tower Homes, Inc.; Nathan Seppala a/k/a
Nathan P. Seppala; Matthew G. Seppala
a/k/a Matthew Seppala; Total Comfort
Installations, LLC a/k/a Total Comfort
Installations; Blue Tarp Financial, Inc. d/b/a
ProTrade Credit; CEMEX Construction
Materials, L.P. a/k/a CEMEX Construction
Materials LP; Stock Building Supply, LLC
f/k/a Stock Building Supply, Inc.; Central
Mutual Insurance; Imperial Systems, Inc.
a/k/a Imperial Systems Inc. a/k/a Imperial
Systems Inc; The Peoples National Bank;
The Greenville News; Air Systems, Inc.; HD
Supply Plumbing/HVAC, Ltd.; Greer
Flooring Center, Inc.; MTP Nursery, LLC
d/b/a MTP Nursery and Landscaping; 84
Lumber Company, L.P.; Marsh Furniture
Company; Sears Commercial d/b/a Sears
Holdings, Inc.; Thomas Concrete of South
Carolina, Inc. d/b/a Thomas Concrete of
South Carolina Inc; Bradco Supply
Corporation; and Israel Romero,

Defendants.

ORDER FOR BOND

C.A. No.: 2011-CP-23-00858

ENTERED COMPUTER

This matter comes before the Court on the Petitioner LBSA 1, LLC's Motion for Writ of Assistance (the "Writ") filed on May 4, 2012 in the Office of the Clerk of Court for Greenville County, South Carolina in the above-captioned matter. As set forth in the Writ, the Petitioner, LBSA 1, LLC (the "Petitioner") is seeking an order from this Court that it is entitled to a Writ of

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JUN - 8 2012

Copies mtd to Atty + ProSe on re d

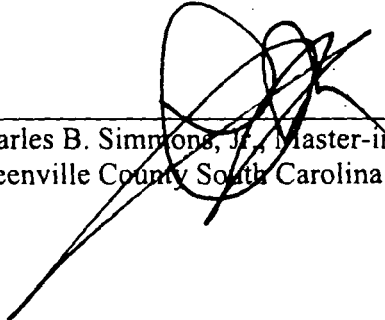
Assistance and directing that the Sheriff of Greenville County, South Carolina remove, peaceably or forcibly, Defendant Israel Romero and/or occupants and all of their personal property located within or on certain real property briefly described as Lot 37 of the Preserve at Mountain Creek as shown on a plat thereof recorded in Plat Book 49-Z at Page 9 in the Office of the Register of Deeds for Greenville County, South Carolina located at 94 Birdsong Lane, Taylors, South Carolina 29687 and bearing Greenville County Tax Map No. T029.06-01-037.00 (the "Property"). In response to the Writ, on May 16, 2012, Defendant Israel Romero filed a Motion to Stay Writ of Ejectment ("Motion to Stay") seeking an order from this Court staying the execution of the Writ pending the outcome of the appeal filed by Israel Romero ("Dr. Romero") with the South Carolina Court of Appeals. A hearing was held on June 6, 2012, attended by Kristin Burnett Barber, attorney for the Petitioner, and Defendant Dr. Romero, Pro Se. Based on the evidence and testimony presented at the hearing, I hereby find and order as follows:

1. Pursuant to the Motion to Stay, I hereby find that in order to stay the Writ pending the outcome of the appeal before the South Carolina Court of Appeals, Dr. Romero must post a bond in the amount of Thirteen Thousand Five Hundred and no/100ths (\$13,500.00) Dollars to be posted by Dr. Romero within ten (10) calendar days from June 6, 2012. The bond must be posted with the Greenville County Clerk of Court's Office. A copy of the bond must be sent to Ms. Barber and to the undersigned's office.

2. If Dr. Romero fails to post said bond by June 16, 2012, then Dr. Romero, and all occupants, must vacate the Property on or before July 6, 2012 and remove all of their personal property located within or on the Subject Property on or before that date.

IT IS SO ORDERED.

June 7, 2012
Greenville, South Carolina



Charles B. Simmons, Jr., Master-in-Equity
Greenville County South Carolina

Dr. Israel Romero
94 Birdsong Lane
Taylors, SC 29687
(864) 292-5025

June 21, 2012

The Honorable Jenny Abbott Kitchings
Clerk, SC Court of Appeals
1015 Sumter Street
Columbia, SC 29201

RE: NAFH National Bank v. Tower Homes, Inc., et al
CA No.: 2011-CP-23-00858
Appeal from Greenville County

Dear Ms. Kitchings:

Enclosed please find herewith for filing in your office the original and six copies of the MOTION FOR RELIEF FROM JUDGMENT OR ORDER OF EVICTION with Proof of Service, and a Check in the Amount of \$25.00 to pay the motion fee.

By copy of this letter I am serving a copy of same on the Respondent, and complimentary copy to The Honorable Charles B. Simmons, Master-in-Equity at Greenville County.

Please take notice that time of the essence in this matter, with a deadline for eviction on July 6, 2012.

Sincerely,



Dr. Israel Romero
Appellant/Movant

RECEIVED

JUN 21 2012

SC Court of Appeals

STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Charles B. Simmons, Jr., Master-in-Equity

Case No. 2011-CP-23-00858

NAFH National Bank.....Respondent,

v.

Tower Homes, Inc.; Nathan Seppala a/k/a Nathan P. Seppala; Mathew G. Seppala a/k/a Mathew Seppala; Total Comfort Installations, LLC a/k/a Total Comfort Installations; Blue Tarp Financial, Inc. d/b/a ProTrade Credit; CEMEX Construction Materials, L.P. a/k/a CEMEX Construction Materials LP; Stock Building Supply, LLC f/k/a Stock Building Supply, Inc.; Central Mutual Insurance; Imperial Systems, Inc. a/k/a Imperial Systems Inc. a/k/a Imperial Systems Inc; The Peoples National Bank; The Greenville News; Air Systems, Inc.; HD Supply Plumbing/HVAC, Ltd.; Greer Flooring Center, Inc.; MTP Nursery, LLC d/b/a MTP Nursery and Landscaping; 84 Lumber Company, L.P.; Marsh Furniture Company; Sears Commercial d/b/a Sears Holdings, Inc.; Thomas Concrete of South Carolina, Inc. d/b/a Thomas Concrete of South Carolina Inc.; Bradco Supply Corporation; and Israel Romero.....Defendants,

Of whom ISRAEL ROMERO is the.....Appellant.

PROOF OF SERVICE

I certify that on this 21st day of June, 2012, I served the Motion for Relief of Judgment or Order of Eviction on the Respondent by depositing a true copy of same in the US Mail, first class, postage prepaid, addressed as follows:

Kristin Burnett Barber, Esq.
Johnson, Smith, Hibbard & Wildman
Post Office Drawer 5587
Spartanburg, SC 29304
Attorneys for Respondent NAFH National Bank

RECEIVED
JUN 21 2012
SC Court of Appeals

Complimentary copy to: The Honorable Charles B. Simmons
Master-in-Equity
Greenville County Courthouse
305 E. North Street, Suite 313
Greenville, SC 29601

June 21, 2012
Taylors, SC 29687

A handwritten signature in black ink, appearing to read 'Israel Romero', is written over a horizontal line.

Dr. Israel Romero
94 Birdsong Lane
Taylors, SC 29687
(864) 292-5025
Appellant/Movant