

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM BEAUFORT COUNTY  
Court of Common Pleas

Marvin H. Dukes, III, Master in Equity

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Appellate Case No. 2023-000421

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Southern First Bank, ..... Appellant,

v.

Kenneth J. Vilcheck; Renee M. Vilcheck; Portfolio Recovery Associates, LLC; The Federal Housing Commissioner; The Department of the Treasury - Internal Revenue Service; and the South Carolina Department of Revenue, ..... Respondents.

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SUPPLEMENTAL RECORD ON APPEAL

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STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

IN THE COURT OF COMMON PLEAS

Southern First Bank, N.A., d/b/a )  
Greenville First Bank, N.A., )

SUMMONS

Plaintiff, )

v. )

2012-CP-07- 4253

Kenneth J. Vilcheck and Renee )  
M. Vilcheck, )

Defendants. )

2012 DEC 19 PM 1:34  
COURT OF COMMON PLEAS  
BEAUFORT COUNTY, SC

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in the above entitled action, a copy of which is herewith served upon you, and to serve a copy of your Answer thereto on the subscriber, at his office, **Suite 103, 310 Mills Ave., Greenville, SC, 29605**, within thirty (30) days from the date of service hereof upon you, except for the United States of America, which has sixty (60) days, exclusive of the date of such service. If you fail to answer the Complaint within the time aforesaid, the plaintiff in this action will apply to the Court for judgment by default to be rendered against you for the relief demanded in the Complaint.

TO ANY DEFENDANT(S) WHO ARE MINORS, AND TO THE GUARDIAN OR PERSON WITH WHOM SUCH MINOR(S) RESIDE(S):

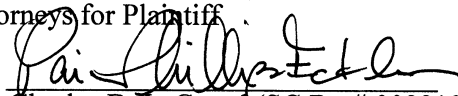
TO ANY DEFENDANT(S) WHO ARE IMPRISONED:

TO ANY DEFENDANT(S) WHO ARE INCOMPETENT, AND TO THE GUARDIAN OR PERSON WITH WHOM SUCH INCOMPETENT PERSON RESIDES:

YOU ARE HEREBY NOTIFIED that, if you fail to apply for appointment of a Guardian ad Litem for the Minor, Imprisoned Person, or Incompetent Person, within thirty (30) days after service of the Summons and Complaint, the plaintiff will make such application on your behalf.

LeGRAND LAW FIRM, LLC  
Attorneys for Plaintiff

By:



Charles D. LeGrand (SC Bar# 009910)  
Paige Phillips Eckles (SC Bar # 073805)  
310 Mills Ave., Suite 103  
Greenville, SC 29605  
(864) 242-6461

Greenville, SC

Date: December 18, 2012

STATE OF SOUTH CAROLINA )  
 COUNTY OF BEAUFORT )  
 Southern First Bank, N.A., d/b/a )  
 Greenville First Bank, N.A., )  
 Plaintiff, )  
 v. )  
 Kenneth J. Vilcheck and Renee )  
 M. Vilcheck, )  
 Defendants. )

IN THE COURT OF COMMON PLEAS

COMPLAINT

2012-CP-07- 4253

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 DEPT. OF COURT CLERK

The plaintiff, complaining of the above named defendants, would respectfully allege and show unto the Court the following facts.

1. The plaintiff, Southern First Bank, N.A., d/b/a Greenville First Bank, N.A., is a banking institution, doing business in the County of Beaufort, State of South Carolina. The defendants, Kenneth J. Vilcheck and Renee M. Vilcheck, are, upon information and belief, citizens and residents of the County of Beaufort, State of South Carolina.
2. The plaintiff is the owner and holder of a Home Equity Line of Credit Agreement (the "Note") executed by defendants on April 6, 2006, and delivered to plaintiff, wherein and whereby defendants promised to pay to plaintiff the principal sum of \$385,000.00 together with interest at the rate of Prime - 0.25%, adjusted daily. The Note was renewed by an instrument dated April 20, 2011, and modified by a Change in Terms Agreement (the "Agreement") dated November 14, 2011, which changed the interest rate to Prime + 0.25% with a 4.00% floor rate and extended the maturity date to October 26, 2016. A copy of the Note and the Agreement are attached collectively hereto as Exhibit "A" and incorporated herein by reference.
3. To secure payment of the note, Kenneth J. Vilcheck and Renee M. Vilcheck, made, executed and delivered to Southern First Bank, N.A., d/b/a Greenville First Bank, N.A., a mortgage dated April 6, 2006. The subject mortgage was duly filed and recorded in the Office of the Register of Deeds for the State and County aforesaid on April 11, 2006 in

Mortgage Book 2354 at page 629 and constitutes a lien and encumbrance on the real property described therein. The plaintiff is not seeking foreclosure of its mortgage at this time.

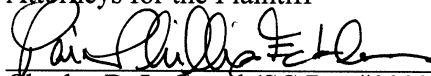
4. By the Note, the defendants, Kenneth J. Vilcheck and Renee M. Vilcheck, agreed that in the event that plaintiff turned the note over to an attorney for collection, defendants shall pay all costs incurred thereby, including reasonable attorney's fees.
5. The Note provides, in part, that the Note shall be in default and shall, at the option of the plaintiff, become immediately due and payable in full, without further notice, in the event any payment due thereunder is not made when due.
6. Despite demand therefor, plaintiff has received no payment towards satisfaction of the indebtedness evidenced by the Note since the installment payment due for July 5, 2012. The plaintiff has exercised its right, according to the terms of the Note, to accelerate the debt and to declare the entire balance on the Note immediately due and payable. Despite demand therefor, defendants have failed or refused to pay the balance due on the Note.
7. As shown by the verified statement of account, attached hereto as Exhibit "B" and incorporated herein by reference, there is now due, owing and unpaid on the Note the principal balance of \$383,795.50, accrued interest through December 7, 2012 of \$6,016.96; late charges of \$102.00; and any and all expenses incurred in and incident to this action, including reasonable attorney's fees, all of which amounts should be added to and collectible as part of the indebtedness owed to plaintiff under the Note.
8. Plaintiff is informed and believes that it is entitled to judgment against the defendants, Kenneth J. Vilcheck and Renee M. Vilcheck, for the full sum due and owing on the Note, including principal, interest, costs, expenses, and reasonable attorney's fees.

WHEREFORE, plaintiff prays:

- A. That the Court determine the amount due to plaintiff under the aforesaid Note, including principal, interest, costs, expenses, and attorney's fees;

- B. That the plaintiff be awarded judgment against the defendants, Kenneth J. Vilcheck and Renee M. Vilcheck, for the full amount found to be due to plaintiff on the aforesaid Note; and,
- C. For such other and further relief as the Court may deem just and proper.

LeGRAND LAW FIRM, LLC  
Attorneys for the Plaintiff



Charles D. LeGrand (SC Bar #009910)  
Paige Phillips Eckles (SC Bar # 073805)  
310 Mills Ave., Suite 103  
Greenville, SC 29605  
(864) 242-6461

Greenville, SC

Date: December 18, 2012

**KENNETH J VILCHECK**  
**RENEE M VILCHECK**  
**1 DOUBLE EAGLE DRIVE**  
**BLUFFTON, SC 29910**

**Borrower's Name and Address**  
 "You" means each borrower above, jointly and severally.

**GREENVILLE FIRST BANK**  
 112 HAYWOOD ROAD, P.O. BOX 17465  
 GREENVILLE, SOUTH CAROLINA 29606

**Lender's Name and Address**  
 "We" or "us" means the lender named above.

**Exhibit A**

No. <u>8019432</u>	Initial Advance \$ _____	Maturity Date <u>04/20/2011</u>
Date <u>04/06/2006</u>	Minimum Advance \$ <u>.00</u>	Billing Cycle: Ends <u>5TH</u>
Trans. Acct. # <u>8019432</u>	Minimum Balance \$ <u>.00</u>	of every <u>MONTH</u>
Line of Credit \$ <u>385,000.00</u>	Draw Period <u>5 YEARS</u>	Payment Date <u>20TH</u>
Triggering Balance \$ <u>.00</u>	Repayment Period <u>5 YEARS</u>	of every <u>MONTH</u>

**HOME EQUITY LINE OF CREDIT**

**GENERALLY:** Many of the terms we use in this agreement have special meanings. The term "loan account balance" means the sum of the unpaid principal of loans made under this plan, plus unpaid but earned finance charges, plus any credit insurance premiums that are due. "Transaction Account" means an account you carry with us. The number of this account is listed at the top of the form on the line labeled "Trans. Acct. #." "Line of Credit" means the maximum amount of principal we will ordinarily allow you to owe us under this plan at any time. "Triggering Balance" is the amount you must keep in your transaction account to prevent us from lending you money under this plan.

In addition, we will use the following terms for this home equity plan: "Initial Advance" means the amount of money we will require you to accept as an advance to open the plan. "Minimum Advance" means the smallest amount of money we will advance to you at your request. The "Minimum Balance" is the amount of principal of loans we will require you to maintain outstanding during the plan. If the principal balance outstanding falls below the minimum balance, you may have to pay a fee described below.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement. This agreement is subject to the laws of the state where we are located.

The daily periodic rate of **FINANCE CHARGE** is .01986301 % which corresponds to an **ANNUAL PERCENTAGE RATE** of 7.50 ~~XXXX~~ %.

The annual percentage rate includes interest and not other costs.

**VARIABLE RATE:** The annual percentage rate may change, and will be .25% below the following "base rate": Wall Street Journal Prime Rate

as published in The Wall Street Journal. The annual percentage rate may increase if this "base rate" increases. An increase will take effect the day Prime changes. An increase will result in an increase in the finance charge and it may have the effect of increasing your periodic minimum payment. The annual percentage rate will not increase more often than once a day. A decrease will have the opposite effect of an increase disclosed above.

If the base rate changes more frequently than the annual percentage rate, we will always use the base rate in effect on the day we adjust the annual percentage rate to determine the new annual percentage rate. In such a case, we will ignore any changes in the base rate that occur between annual percentage rate adjustments. The "annual percentage rate" referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described above. This corresponding **ANNUAL PERCENTAGE RATE** will never exceed 18.000 %, and will never exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law.

**TAX DEDUCTIBILITY:** You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

**REQUESTING A LOAN:** You request a loan under this plan by the following methods:

- ◆ You write a special check that we have given you for this purpose.
- ◆ You request a withdrawal in person.
- ◆ You request a withdrawal by telephone.
- ◆ You request a withdrawal by mail.

**ORIGINAL**

**HOW THE LOAN IS ADVANCED:** When you request a loan, we will, subject to any limitations contained in this agreement, advance exactly the amount you request, so long as the requested amount equals or exceeds the minimum advance listed in this agreement. We will make the advance by depositing the amount in your transaction account, by advancing the money directly to you, or by paying a designated third person or account, depending on how we agree to make the advance. We will record the amount as a loan in your loan account.

**HOW YOU REPAY YOUR LOANS:** On or before each payment date, you agree to make a minimum payment. The minimum payment is the accrued finance charges and credit insurance premiums (if any) on the last day of the billing cycle. If you fail to make a payment, we may, but are not required to, advance money to you to make the payment. All the terms of this agreement would apply to such a loan.

You can pay off all or any part of what you owe at any time. However, so long as you owe any amount you must continue to make the minimum payment. The amounts you pay will first reduce the amount owed for any credit insurance, then will reduce the finance charges.

If your request is for less than the minimum advance, we may, at our option, grant the request. However, granting the request does not mean we will be required to grant requests for less than the minimum advance in the future. We always have the option to deny any such request.

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed in this agreement. We may, at our option, grant such a request without obligating ourselves to do so in the future.

**FINAL PAYMENT:** On the maturity date listed in this agreement, you must pay the amount of any remaining loan account balance outstanding. The minimum payments may not be sufficient to fully repay the principal that is outstanding on your line. If they are not, you will be required to pay the entire outstanding balance in a single balloon payment.

We are not obligated to refinance your loan at that time, but will consider your request to do so. If you refinance this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing from us.

**HOW FINANCE CHARGES ARE COMPUTED:** Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge for a billing cycle, we apply a daily periodic rate of finance charge to the "principal balance" of your loan account each day.

To figure the "principal balance" for each day, we first take your loan account balance at the beginning of the day and subtract any unpaid finance charges and credit insurance premiums (if any) that are due. Next, we subtract the portion of any payments or credits received that day which apply to the repayment of your loans. (A portion of each payment you make is applied to finance charges and credit insurance premiums, if any.) Then we add any new loans made that day. The final figure is the "principal balance."

**AUTOMATIC WITHDRAWAL:** If checked, you authorize us to automatically withdraw your payment from your transaction account on each payment date. If your transaction account does not have enough money in it to make the minimum payment, we may, but are not required to, lend you money to make the payment. All the terms of this agreement will apply to such a loan. If your loan account balance is less than the minimum payment amount, we will withdraw only the amount necessary to reduce your loan account balance to zero.

*[Signature]* (copy of 3)

**SET-OFF:** You agree that we may set-off any amount due and payable under this agreement against any right you have to receive money from us. Your right to receive money from us includes:

- (1) Any share of deposit account balance you have with us;
- (2) Any money owed to you on an item presented to us or in our possession for collection or exchange; and
- (3) Any repurchase agreement or other similar obligation.

"Any amount due and payable under this agreement" means the total amount to which we are entitled to demand payment under the terms of this agreement at the time we set off. Subject to any other written contract, if your right to receive money from us is also owned by someone who has not agreed to pay this agreement, our right of set-off will be limited to your proportionate interest in the obligation. In the absence of reasonable proof of net contributions, your proportionate interest equals the amount of such obligation divided equally by all parties having present rights to receive such money.

Our right of set-off does not apply to an account or other obligation where your rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account. In addition, our right of set-off does not apply if you can obtain credit under this plan by using a credit card.

We will not be liable for the dishonor of any check or share draft when the dishonor occurs because we set-off this debt against any of our accounts. You agree to hold us harmless from any such claims arising as a result of our exercise of our right of set-off.

**SECURITY:** We have secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument dated 04/06/2006) in the following property, described by item or type:

2ND REM ON: 1 DOUBLE EAGLE DRIVE/BLUFFTON/SC/29910

Property securing any other loans that you have with us may also secure this agreement.

Filing fees \$ N/A

You may buy property insurance from anyone you want who is acceptable to us. If you buy the insurance from or through us, your premium will be N/A.

**CHANGING THE TERMS OF THIS AGREEMENT:** Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances:

- ◆ If this is a variable rate plan, we may change the index and margin if the original index described in this agreement becomes unavailable. Any new index will have a historical movement similar to the original, and, together with a new margin, will produce a similar interest rate.
- ◆ We may make changes that you have agreed to in writing.
- ◆ We may make changes that unequivocally benefit you.
- ◆ We may make changes to insignificant terms of this agreement.

If we are required to send notice of a change in terms, we will send the notice to your address listed in this agreement. (You should inform us of any change in address.)

**ADDITIONAL CHARGES:** You agree to pay the following additional charges:

- ◆ If your payment is more than 10 days past due, you will be charged a late fee of 5% of the unpaid amount of the payment but not less than \$ \$5.60 nor more than \$ \$14.00. You also agree that we may change these amounts pursuant to S.C. Code Ann. §§ 37-3-203 and 37-1-109, as amended, so as to always be the maximum amounts allowed by law.

**ATTORNEY'S FEES:** Except when prohibited by law, you agree to pay the reasonable attorney's fees (not in excess of 15% of the unpaid debt) we incur if we hire an attorney to collect this debt in the event of your default plus any other costs we incur to realize upon any security interest.

**NOTICE:** Review the following page for additional terms and for information about your rights in the event of a billing error.

**SIGNATURES:** By signing below, you agree to the terms of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

Signature *Kenneth J. Vilcheck*  
KENNETH J. VILCHECK

Signature *Renee M. Vilcheck*  
RENEE M. VILCHECK

By: *R. Arthur Seaver Jr*  
R. Arthur Seaver Jr  
IMPRINTO

#### ADDITIONAL TERMS

**DEFAULT:** You will be in default on this agreement if any of the following occur:

- (1) You fail to make a payment as required by this agreement;
- (2) Your action or inaction adversely affects the collateral or our rights in the collateral.

**REMEDIES:** We may terminate your account, require you to pay the entire outstanding balance in one payment and charge you a termination fee (if provided for in this agreement), and fees related to the collection of the amount owing, if you are in default in any manner described above. In that instance, we may take other action short of termination, such as charging you a fee if you fail to maintain required property insurance and we purchase insurance. We may also use our right of set-off as explained in this agreement.

Even if we choose not to use one of our remedies when you default, we do not forfeit our right to do so if you default again. If we do not use a remedy when you default, we can still consider your actions as a default in the future.

**SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT:** We may temporarily prohibit you from obtaining additional extensions of credit, or reduce your credit limit if:

- (1) The value of the dwelling securing this home equity line of credit declines significantly below its appraised value for purposes of this line;
- (2) We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances;
- (3) You are in default of a material obligation of this agreement or any agreement securing this agreement, which shall include, but is not limited to, your ongoing obligation to supply us with information we feel we need to assess your financial condition;
- (4) A governmental action prevents us from imposing the annual percentage rate provided for in this agreement;
- (5) The action of a governmental body adversely affects our security interest to the extent that the value of the security interest is less than 120% of the home equity line;
- (6) The annual percentage rate corresponding to the periodic rate reaches the maximum rate allowed under this plan (if provided for in this agreement); or
- (7) A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice.

In the event that we suspend your right to additional advances or reduce your credit line, we will send you notice of our decision at the address listed in this agreement. (You should inform us of any change in your address.) If we have based our decision to suspend or reduce your credit privileges on an assessment of your financial condition or performance under this plan, and you believe that your situation has changed, you must request that we re-evaluate your situation, and reinstate your credit privileges.

**RIGHT TO CURE:** If this is a consumer credit transaction, we may exercise our remedies only if you fail to exercise your right to cure a default. After you are in default on this agreement for 10 or more days because of a failure to make a payment and if you have not voluntarily surrendered possession of the collateral, we must provide you with a written notice of your default and your right to cure. You have 20 days after we mail this notice (or 20 days after actual delivery if we use a means other than first class mail) in which to cure the default.

However, no notice of default or right to cure is necessary and we may immediately exercise any and all of our remedies if you have defaulted one or more times within the previous 12 months and you have previously been given notice of default and right to cure with respect to such default.

**CREDIT INFORMATION:** You agree to supply us with whatever information we reasonably feel we need to decide whether to continue this plan. We agree to make requests for this information without undue frequency, and to give you reasonable time in which to supply the information.

You authorize us to make or have made any credit inquiries we feel are necessary. You also authorize the persons or agencies to whom we make these inquiries to supply us with the information we request.

#### YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### *Notify Us In Case of Errors or Questions About Your Bill*

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- ◆ Your name and account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking, share draft or other account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

#### *Your Rights and Our Responsibilities After We Receive Your Written Notice*

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

# ORIGINAL

CHANGE IN TERMS AGREEMENT

Southern First Bank, N.A.  
d.b.a. Greenville First Bank, N.A.  
P. O Box 17465, 100 Verdae Blvd.  
Greenville, South Carolina 29606  
(864)679-9000

ORIGINAL



LOAN NUMBER	LINE OF CREDIT LIMIT	CURRENT LINE OF CREDIT BALANCE	ORIGINAL AGREEMENT DATE	AGREEMENT CHANGE DATE
8019432	\$385,000.00	\$385,081.00	April 20, 2011	November 14, 2011

DESCRIPTION OF THE EXISTING DEBT (Credit Line)  
Hoem Equity Line of Credit Agreement dated 4/06/2006 and 4/20/2011.

**BORROWER INFORMATION**

KENNETH J VILCHECK  
1 DOUBLE EAGLE DRIVE  
BLUFFTON, SC 29910

RENEE M VILCHECK  
1 DOUBLE EAGLE DRIVE  
BLUFFTON, SC 29910

**AGREEMENT.** This Change in Terms Agreement will be referred to as the "Agreement."

**PARTIES.** "Parties" means all Borrowers, Guarantors, Hypothecators and Cosigners signing this Agreement.

**PARTY.** "Party" means any Borrower, Guarantor, Hypothecator or Cosigner signing this Agreement.

**EXISTING DEBT.** "Existing Debt" refers to an instrument executed on April 20, 2011 in the original principal amount of \$385,000.00 with a remaining balance due of \$385,081.00 and a maturity date of March 26, 2021.

**LENDER.** The term "Lender" means Southern First Bank, N.A. whose address is P. O Box 17465, 100 Verdae Blvd., Greenville, South Carolina 29606, its successors and assigns.

**SECURITY TO AGREEMENT.** Security (the "Collateral") for the Agreement is granted pursuant to the following security document(s):

- Security Instrument (Mortgage/Deed of Trust/Security Deed) in the amount of \$385,000.00, dated April 6, 2006 evidencing a lien on the property located at 1 Double Eagle Drive, Bluffton SC 29910.

**TERMS AND PROVISIONS.** In consideration of the terms and provisions contained in this Agreement and in the instruments evidencing the Credit Line, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, the Parties agree to the following provisions: THE INTEREST RATE WILL CHANGE FROM A VARIABLE RATE OF SOUTHERN FIRST BANK PRIME RATE + .25% WITH A 5.25% FLOOR RATE AND A RATE CAP OF 18.00% TO A VARIABLE RATE OF SOUTHERN FIRST BANK PRIME RATE + .25% WITH A 4.00% FLOOR RATE AND A RATE CAP OF 18.00% EFFECTIVE 11/14/2011.

MONTHLY PAYMENTS WILL REMAIN: INTEREST ONLY PAYABLE MONTHLY BEGINNING 11/26/2011 WITH A FINAL PAYMENT OF THE UNPAID PRINCIPAL AND INTEREST DUE AT MATURITY 10/26/2016.

THE MATURITY DATE WILL CHANGE FROM 3/26/2021 TO 10/26/2016.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

**OTHER RESPONSIBLE PARTIES.** Any Parties liable for the Existing Debt, including without limitation, cosigners, guarantors, and hypothecators, are not relieved of any obligation except as expressly relieved in this Agreement or any other writing. The liability of any Party who signed the instruments evidencing the Existing Debt, whether primary or secondary, continues in full force and effect, even if that Party does not sign this Agreement.


**PARAGRAPH HEADINGS; SINGULAR AND PLURAL TERMS.** Paragraph headings of this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.



ORIGINAL


By signing this Change In Terms Agreement, each Borrower acknowledges reading, understanding, and agreeing to all its provisions, and receiving a copy.

  
KENNETH J VILCHECK      Date

  
RENEE M VILCHECK      Date

By signing this Change In Terms Agreement, Lender acknowledges reading, understanding, and agreeing to all its provisions.

Southern First Bank, N.A.

  
By: Matthew B. Kneeland      Date  
Its: Senior Vice President




STATE OF SOUTH CAROLINA            )  
  )  
  )  
COUNTY OF GREENVILLE            )

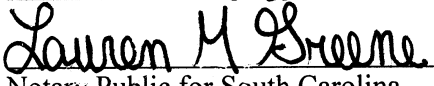
AFFIDAVIT

PERSONALLY appeared before me Toni Whitten, who, being duly sworn, states that s/he is Sr. Vice President of Southern First Bank, N.A., d/b/a Greenville First Bank, N.A., and that she has personal knowledge of the facts set forth in the Complaint in this action, and she is duly authorized to make this affidavit. The facts stated in the Complaint are accurate, and the true and correct balance due on the note made payable to Southern First Bank, N.A., d/b/a Greenville First Bank, N.A. by Kenneth J. Vilcheck and Renee M. Vilcheck, Southern First Bank, N.A., d/b/a Greenville First Bank, N.A.'s account #0008019432, is as follows:

Principal balance	\$383,795.50
Interest through December 7, 2012	\$6,016.96
Late charges	\$102.00
 Total through December 3, 2012	  \$389,914.46

  
\_\_\_\_\_  
Toni Whitten, Sr. Vice President  
Southern First Bank, N.A.,  
d/b/a Greenville First Bank, N.A.

SWORN TO before me this  
10 day of December, 2012.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: My Commission Expires  
May 11, 2021

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF Beaufort )  
 )  
 Southern First Bank, d/b/a Greenville )  
 First Bank )

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

Plaintiff(s) )

2012-CP - 07- 4253

vs. )

Kenneth J. Vilcheck; Renee M. Vilcheck )

Defendant(s) )

Submitted By: Paige Phillips Eckles  
 Address: LeGrand Law Firm, LLC, 310 Mills Ave., suite  
 103, Greenville, SC 29605

SC Bar #: 073805  
 Telephone #: 864.242.6461  
 Fax #: 864.235.0186  
 Other:  
 E-mail:

2012 DEC 19 PM 1:34  
 CLERK OF COURT  
 COUNTY OF BEAUFORT, S.C.

NOTE: The coversheet and information contained herein neither replaces the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

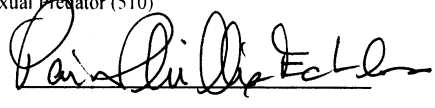
DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.  NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- |   |  |   |  |
|---|--|---|--|
| <p><b>Contracts</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Constructions (100)</li> <li><input checked="" type="checkbox"/> Debt Collection (110)</li> <li><input type="checkbox"/> Employment (120)</li> <li><input type="checkbox"/> General (130)</li> <li><input type="checkbox"/> Breach of Contract (140)</li> <li><input type="checkbox"/> Other (199)</li> </ul>   | <p><b>Torts - Professional Malpractice</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Dental Malpractice (200)</li> <li><input type="checkbox"/> Legal Malpractice (210)</li> <li><input type="checkbox"/> Medical Malpractice (220)</li> <li>Previous Notice of Intent Case #<br/>20___-CP-___-___</li> <li><input type="checkbox"/> Notice/ File Med Mal (230)</li> <li><input type="checkbox"/> Other (299)</li> </ul>   | <p><b>Torts - Personal Injury</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Assault/Slander/Libel (300)</li> <li><input type="checkbox"/> Conversion (310)</li> <li><input type="checkbox"/> Motor Vehicle Accident (320)</li> <li><input type="checkbox"/> Premises Liability (330)</li> <li><input type="checkbox"/> Products Liability (340)</li> <li><input type="checkbox"/> Personal Injury (350)</li> <li><input type="checkbox"/> Wrongful Death (360)</li> <li><input type="checkbox"/> Other (399)</li> </ul>   | <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Claim &amp; Delivery (400)</li> <li><input type="checkbox"/> Condemnation (410)</li> <li><input type="checkbox"/> Foreclosure (420)</li> <li><input type="checkbox"/> Mechanic's Lien (430)</li> <li><input type="checkbox"/> Partition (440)</li> <li><input type="checkbox"/> Possession (450)</li> <li><input type="checkbox"/> Building Code Violation (460)</li> <li><input type="checkbox"/> Other (499)</li> </ul>  |
| <p><b>Inmate Petitions</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> PCR (500)</li> <li><input type="checkbox"/> Mandamus (520)</li> <li><input type="checkbox"/> Habeas Corpus (530)</li> <li><input type="checkbox"/> Other (599)</li> </ul>  | <p><b>Administrative Law/Relief</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Reinstate Drv. License (800)</li> <li><input type="checkbox"/> Judicial Review (810)</li> <li><input type="checkbox"/> Relief (820)</li> <li><input type="checkbox"/> Permanent Injunction (830)</li> <li><input type="checkbox"/> Forfeiture-Petition (840)</li> <li><input type="checkbox"/> Forfeiture—Consent Order (850)</li> <li><input type="checkbox"/> Other (899)</li> </ul> | <p><b>Judgments/Settlements</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Death Settlement (700)</li> <li><input type="checkbox"/> Foreign Judgment (710)</li> <li><input type="checkbox"/> Magistrate's Judgment (720)</li> <li><input type="checkbox"/> Minor Settlement (730)</li> <li><input type="checkbox"/> Transcript Judgment (740)</li> <li><input type="checkbox"/> Lis Pendens (750)</li> <li><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)</li> <li><input type="checkbox"/> Confession of Judgment (770)</li> <li><input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)</li> <li><input type="checkbox"/> Other (799)</li> </ul> | <p><b>Appeals</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Arbitration (900)</li> <li><input type="checkbox"/> Magistrate-Civil (910)</li> <li><input type="checkbox"/> Magistrate-Criminal (920)</li> <li><input type="checkbox"/> Municipal (930)</li> <li><input type="checkbox"/> Probate Court (940)</li> <li><input type="checkbox"/> SCDOT (950)</li> <li><input type="checkbox"/> Worker's Comp (960)</li> <li><input type="checkbox"/> Zoning Board (970)</li> <li><input type="checkbox"/> Public Service Comm. (990)</li> <li><input type="checkbox"/> Employment Security Comm (991)</li> <li><input type="checkbox"/> Other (999)</li> </ul> |
| <p><b>Special/Complex /Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Environmental (600)</li> <li><input type="checkbox"/> Automobile Arb. (610)</li> <li><input type="checkbox"/> Medical (620)</li> <li><input type="checkbox"/> Other (699)</li> <li><input type="checkbox"/> Pharmaceuticals (630)</li> <li><input type="checkbox"/> Unfair Trade Practices (640)</li> <li><input type="checkbox"/> Out-of State Depositions (650)</li> <li><input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)</li> <li><input type="checkbox"/> Sexual Predator (510)</li> </ul> |  |   |  |

Submitting Party Signature: 

Date: December 18, 2012

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous SCCA / 234 (04/2012)

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Southern First Bank, N.A., d/b/a Greenville  
First Bank, N.A.,

Plaintiff,

v.

Kenneth J. Vilcheck and Renee M. Vilcheck,

Defendant(s).

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

CASE NO: 2012-CP-07-4253

**ANSWER OF THE UNITED STATES  
OF AMERICA AND CONSENT TO  
REFERENCE**

COMES NOW, the United States of America, by and through its agency, **Internal Revenue Service**, answering the **Complaint** filed herein, would respectfully show unto the Court that:

1. Each and every allegation of the **Complaint** not hereinafter admitted or otherwise explained is denied and strict proof demanded thereof.
2. This Defendant admits only those allegations as set forth in the **Complaint** that the United States holds an interest in the subject property.
3. This Defendant lacks sufficient knowledge of and therefore denies and demands strict proof of the remaining allegations of the **Complaint**.
4. This Defendant consents to reference to a Master-in-Equity or Special Referee of Plaintiff's choosing under such terms as Plaintiff deems appropriate.

WHEREFORE, the defendant, United States of America, on behalf of its agency, Internal Revenue Service, prays that its lien(s) be prioritized and satisfied from the sale proceeds, that its statutory right of redemption, 28 U.S.C. § 2410(c), be protected.

{Signature page to follow}

ADAIR F. BOROUGHS  
United States Attorney

By: *s/ Robert M. Sneed*  
Robert M. Sneed (#11320)  
Assistant United States Attorney  
U.S. Attorney's Office  
55 Beattie Place, Suite 700  
Greenville, SC 29601  
Phone: (864) 282-2100  
[robert.sneed@usdoj.gov](mailto:robert.sneed@usdoj.gov)

Greenville, South Carolina  
December 15, 2022

ELECTRONICALLY FILED - 2022 Dec 15 11:26 AM - BEAUFORT - COMMON PLEAS - CASE#2012CP0704253

STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )  
) )  
Southern First Bank, N.A. d/b/a Greenville )  
First Bank, N.A., )  
) )  
Plaintiff, )  
) )  
vs. )  
) )  
Kenneth J. Vilcheck, et al, )  
) )  
Defendants. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2012-CP-07-04253

ANSWER OF THE SOUTH CAROLINA  
DEPARTMENT OF REVENUE

REQUEST FOR NOTICE OF SURPLUS  
FUNDS and CONSENT TO REFERENCE

Defendant, South Carolina Department of Revenue (Department), answers Plaintiff's  
Complaint as follows:

1. Each and every allegation of the Complaint not specifically admitted herein is denied.
2. The Department admits the allegations contained in the Complaint to the extent it alleges the Department has liens attached to the subject property.
3. The Department is without sufficient knowledge and information to either admit or deny the allegations in the remainder of the Complaint and, therefore, denies the same.
4. The Department consents to reference to a Master-in-Equity or Special Referee of Plaintiff's choosing under such terms as Plaintiff deems appropriate.
5. The Department requests notice of any surplus funds.

WHEREFORE, the Department, having fully answered the Complaint, prays that the Court protect any interest the Department might have in the subject property, and for such other and further relief as the Court deems just and proper.

<<SIGNATURE PAGE TO FOLLOW>>

s/Kiera C. Dillon (S.C. Bar No. 79891)  
Associate Counsel  
Sean G. Ryan (S.C. Bar No. 76585)  
Senior Counsel  
South Carolina Department of Revenue  
Office of General Counsel  
300A Outlet Pointe Boulevard  
Columbia, SC 29210  
Phone: 803-898-5130  
Facsimile: 803-896-0171  
[kiera.dillon@dor.sc.gov](mailto:kiera.dillon@dor.sc.gov)  
[courtorders@dor.sc.gov](mailto:courtorders@dor.sc.gov)

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Southern First Bank, N.A., d/b/a Greenville First Bank, N.A.,

Plaintiff,

v.

Kenneth J. Vilcheck and Renee M. Vilcheck, Portfolio Recovery Associates, LLC; Longbridge Financial, LLC; the Federal Housing Commissioner; the Department of the Treasury-Internal Revenue Service; and the South Carolina Department of Revenue,

Defendant(s).

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

CASE NO: 2012-CP-07-04253

**ANSWER OF THE UNITED STATES  
OF AMERICA AND CONSENT TO  
REFERENCE**

Defendant, United States of America, by and through its agency, **Department of Housing and Urban Development**, answering the **Complaint** herein, would respectfully show that:

1. Each and every allegation of the **Complaint** not hereinafter admitted or otherwise explained is denied and strict proof demanded thereof.
2. This Defendant admits only those allegations of the **Complaint** that allege the United States holds an interest in the subject property.
3. This Defendant lacks sufficient knowledge of and therefore denies and demands strict proof of the allegations of the remaining Paragraphs of the **Complaint**.
4. The Defendant consents to the reference to a Master-in-Equity or Special Referee of Plaintiff's choosing under such terms as Plaintiff deems appropriate.

WHEREFORE, the defendant, United States of America, on behalf of its agency, Department of Housing and Urban Development, prays that: (1) That this Court inquire into the matters set forth herein and protect the interest of the United States of America as set forth in this Answer; (2) That the mortgage lien of the United States of America be afforded its proper priority as provided by law; and (3) That this court inquire into the matter set forth herein and if the property herein be sold, it be sold for free and clear of all liens and encumbrances. Since the mortgage lien

of the United States of America derives from issuance of insurance under the National Housing Act, any federal right of redemption under 28 U.S.C. § 2410(c) is deemed waived by 12 U.S.C. 1701k, and (4) That the United States be afforded such other and further relief as the Court deems just and proper.

ADAIR F. BOROUGHS  
United States Attorney

By: s/ Robert M. Sneed  
Robert M. Sneed (#11320)  
Assistant United States Attorney  
U.S. Attorney's Office  
55 Beattie Place, Suite 700  
Greenville, SC 29601  
Phone: (864) 282-2100  
[robert.sneed@usdoj.gov](mailto:robert.sneed@usdoj.gov)

Greenville, South Carolina  
January 20, 2023

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS  
Case No. 2012-CP-07-04253

Southern First Bank, N.A. d/b/a Greenville  
First Bank,

Plaintiff,

vs.

Kenneth J. Vilcheck; Renee M. Vilcheck;  
Portfolio Recovery Associates, LLC;  
Longbridge Financial, LLC; the Federal  
Housing Commissioner; United States of  
America, acting through its agency,  
Department of Treasury-Internal Revenue  
Service; and The South Carolina  
Department of Revenue,

Defendants.

**DEFENDANT LONGBRIDGE FINANCIAL,  
LLC'S NOTICE OF MOTION  
AND MOTION TO DISMISS**

**TO: LUKE R. HOOPES, Attorney for Plaintiff:**

YOU WILL PLEASE TAKE NOTICE THAT Defendant Longbridge Financial, LLC (“Longbridge”) hereby moves pursuant to Rules 12(b)(2) and 12(b)(8), SCRCF, for an order dismissing this matter as to Longbridge because (a) the Court lacks personal jurisdiction over Longbridge and (b) another action is pending between the same parties for the same claim.

This motion is based upon the pleadings filed in this case; the pleadings filed in Case No. 2021-CP-07-00944; the South Carolina Rules of Civil Procedure; applicable statutes and case law; any memorandum of law that may be submitted by Longbridge; such matters as may be properly presented to the Court at the time of the hearing; and the following:

1. On December 1, 2022, in this decade-old case, Longbridge was served with two documents: (a) Notice of Motions and Motions applying Defendant’s Real Property to Execution and to Join Relevant Parties with Exhibits A-K filed October 21, 2022 (“Motion”); and (b) Order

Joining: Portfolio Recovery Associates, LLC; Longbridge Financial, LLC; the Federal Housing Commissioner; the Department of the Treasury – Internal Revenue Service; and the South Carolina Department of Revenue entered November 7, 2022 (“Order”).

2. Longbridge was not served with a Summons or any comparable document. There is no discernible deadline to respond to any of the documents served, the ramifications for not responding are not spelled out, and, for that matter, Longbridge was never notified if it needs to respond to the Motion, the Order, or the Complaint in the underlying case, a mortgage foreclosure case.

3. A court ordinarily obtains personal jurisdiction by the service of a summons. *See State v. Sanders*, 118 S.C. 498, 502, 110 S.E. 808, 810 (1920) (“The purpose of the summons is to acquire jurisdiction of the person of the defendant . . . .”); Rule 3(a), SCRCP (“A civil action is commenced by filing and service of a summons and complaint.”).

4. In *Brown v. Evatt*, 322 S.C. 189, 470 S.E.2d 848 (1996), our supreme court held that “A summons is not a mere notice, but a means for giving jurisdiction to the court, and unless it is waived, the court cannot otherwise obtain personal jurisdiction.” *Id.* at 194, 470 S.E.2d at 850 (citing *Wren v. Johnson*, 62 S.C. 533, 40 S.E. 937 (1902); *Citizens & S. Nat'l Bank of S.C. v. First Palmetto State Bank & Trust Co.*, 279 S.C. 252, 254, 305 S.E.2d 80-81 (1983) (“One of the most important elements of a Summons is the time it allots for the defendant to appear.”).

5. Longbridge was never served with a Summons or a comparable document. As a result, this Court does not have personal jurisdiction over Longbridge.

6. Furthermore, Plaintiff previously filed an action against the same parties, which remains pending, seeking to foreclose its judgment lien on the subject property and seeking to sell the subject property. *Southern First Bank, N.A. d/b/a Greenville First Bank vs. Kenneth J.*

*Vilcheck; Renee M. Vilcheck; Longbridge Financial, LLC et al.*, Case No. 2021-CP-07-00944 (“2021 Action”).

7. A dismissal under Rule 12(b)(8), SCRCF, may be proper when there is (a) another action pending, (b) between the same parties, (c) for the same claim or substantially the same claim. *Capital City Ins. Co. v. BP Staff, Inc.*, 382 S.C. 92, 105, 674 S.E.2d 524, 532 (Ct. App. 2009).

8. In the 2021 Action, Plaintiff is seeking to foreclose its judgment lien and to sell the subject property. Plaintiff named the same parties as defendants, including Longbridge. That case is still pending, although a pre-trial order is currently on appeal. Plaintiff is seeking to do the same thing here. Accordingly, this case should be dismissed pursuant to Rule 12(b)(8), SCRCF.

9. For the foregoing reasons, this case should be dismissed.

Respectfully submitted,

**CALLISON TIGHE & ROBINSON, LLC**

*s/ Demetri K. Koutrakos*

Demetri K. Koutrakos, SC Bar No. 11318

1812 Lincoln Street, Suite #200

P. O. Box 1390

Columbia, SC 29202-1390

Telephone: 803-404-6900

Facsimile: 803-404-6902

Email: [jimkoutrakos@callisontighe.com](mailto:jimkoutrakos@callisontighe.com)

**ATTORNEY FOR DEFENDANT  
LONGBRIDGE FINANCIAL, LLC**

December 28, 2022

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Southern First Bank, N.A. d/b/a  
Greenville First Bank,

Plaintiff,

vs.

Kenneth J. Vilcheck; Renee M. Vilcheck;  
Portfolio Recovery Associates, LLC; the  
Federal Housing Commissioner; the  
Department of the Treasury – Internal  
Revenue Service; and the South Carolina  
Department of Revenue,

Defendants.

IN THE COURT OF COMMON PLEAS

Case No. 2012-CP-07-04253

MEMORANDUM IN OPPOSITION  
TO MOTION  
TO RECONSIDER

Defendants Kenneth J. Vilcheck and Renee M. Vilcheck (hereinafter “the Defendants”) submit this memorandum in opposition to the Plaintiff’s motion to reconsider the court’s order denying the Plaintiff’s motion for a judicial sale in the above-captioned action.

**A JUDGMENT CREDITOR CANNOT WAIVE DEFICIENCY JUDGMENT**

The Plaintiff is right that the term *foreclosure* applies to more than just suits to foreclose the liens of mortgages. The Plaintiff indeed seeks foreclosure here – of the lien of a preexisting personal judgment against the Defendants for money. Accordingly, it is impossible for the Plaintiff to “waive deficiency judgment.” Perhaps more accurately, if the Plaintiff is waiving its right to a personal money judgment, it is giving up its judgment against the Defendants entirely. A personal judgment for money is the only thing that gives the Plaintiff any lien on the subject real estate at all. S.C. Code Ann. § 15-35-810. If the Plaintiff gives up its right to a personal judgment, it will have given up the very thing that gives it a lien to seek foreclosure *of*. Id.

Additionally, the instant proceedings are not a suit. What was before the court was the Plaintiff's *motion* for a judicial sale in a case in which the suit had already concluded and the Plaintiff had already obtained a personal money judgment. Waiver of the right to deficiency judgment is already a logical impossibility where the judgment creditor already has a personal judgment, but, when such waiver is available to a creditor party, it is available in "any *suit* brought for foreclosure if the complaint therein states that no personal or deficiency judgment is demanded and that any right to such judgment is expressly waived[.]" S.C. Code Ann. § 15-39-760 (emphasis added). This is not a suit brought for foreclosure. The complaint certainly does not "state[] that no personal or deficiency judgment is demanded and that any right to such judgment is expressly waived" – quite the opposite. The underlying suit was a suit on a note. The complaint in this case *was* a demand for a personal judgment, and it expressly sought a personal money judgment against the Defendants – a personal judgment the Plaintiff has already received.

Waiver of the sort the Plaintiff contemplates is not an option here.

**NEITHER PERPETUAL BUILDING & LOAN, NOR GOETHE,  
NOR WACHESAW PLANTATION HELP THE PLAINTIFF**

The Plaintiff cites Perpetual Bldg. & Loan Assn. v. Braun, 270 S.C. 338, 242 S.E.2d 407 (1978), Goethe v. Cleland, 323 S.C. 50, 448 S.E.2d 574 (Ct. App. 1994), and Wachesaw Plantation E. Community Servs. Assn. v. Alexander, 420 S.C. 251, 802 S.E.2d 635 (Ct. App. 2017). None of these cases help the Plaintiff's position.

The Perpetual case was a mortgage foreclosure case in which "[t]he sole matter for review [was] the propriety of granting a deficiency judgment when it was not specifically demanded in the complaint." 270 S.C. at 339, 340. The quotation used by the Plaintiff occurs in a discussion of mortgage foreclosure actions that do not, naturally, begin in a situation in which the plaintiff already has a personal judgment for the debt. Id. at 342-43.

The Plaintiff writes that the Goethe case “addresses a matter where a judgment creditor is foreclosing on its judgment lien pursuant to Title 15, Chapter 39 of the South Carolina Code of Laws, as in this matter.” (Plaintiff’s motion to reconsider p. 4.) It does not. Goethe was a mortgage foreclosure case in which a deficiency judgment was demanded, but the decree “erroneously provided ‘bidding will not remain open after the date of the sale, but compliance with the bid may be made immediately.’” Goethe, 448 S.E.2d at 574-75. The special referee amended his order to correct that, and “[t]he issue [before the Court of Appeals was] whether the amendment in this case was merely a correction of a clerical error.” Id. at 575. The court “[held] the referee correctly set aside the erroneous order and properly amended his judgment to reflect a deficiency judgment for Goethe and the appropriate bidding procedure when a deficiency judgment is granted.” Id. at 576.

While Goethe is not aimed at the issue that this court decided in denying the motion for a judicial sale, it does contain language that illustrates how a waiver of deficiency judgment cannot apply to a situation in which the creditor already has a personal money judgment:

S.C. Code Ann. § 15-39-720 (1976) provides the bidding in foreclosure sales must remain open for thirty days to allow for upset bids. S.C. Code Ann. § 15-39-760 (1976) provides **the provisions of Section 15-39-720 do not apply to foreclosure actions if the complaint states no personal or deficiency judgment is demanded, and any right to such judgment is expressly waived.**

Goethe, 448 S.E.2d at 575-76.

The Plaintiff similarly finds no help in Wachesaw Plantation, 420 S.C. 261-64. The lien foreclosed upon there was not the lien of a personal money judgment, either. Id. at 255. The “bona fide bid” language used and quoted from earlier cases in the opinion refers to the *successful* bid at a judicial sale, not the *first* bid, as the Plaintiff seems to imply. Id. at 261-64. The Court of Appeals cleared up any confusion about that with its holding, stating that “we hold that the period in which

Homeowner was allowed to exercise his right of redemption expired upon the *acceptance of the highest bid* at the judicial sale.” *Id.* at 264 (emphasis added). In a judgment execution sale like the one the Plaintiff sought, there is no way to know what the highest bid is until the end of the 30-day upset bid period. S.C. Code Ann. § 15-39-720.

### **THE SALE CANNOT LAST LONGER THAN THE LIEN**

A foreclosing lien is transformed into new title and ends the equity of redemption when the judicial sale *ends* “upon the acceptance of the highest bid[.]” *Wachesaw Plantation*, 420 S.C. at 264. The lien of a judgment lasts “for a period of ten years from the date of such final judgment or decree.” S.C. Code Ann. § 15-35-810. The judicial sale that the Plaintiff had sought would have had to last longer than the existence of the foreclosing lien, which “is absolutely extinguished and ended after the expiration of ten years from the date of entry.” *Garrison v. Owens*, 258 S.C. 442, 446-47, 189 S.E.2d 31 (1972).

What the Plaintiff proposed would have been a process in which the Defendants had until “the acceptance of the highest bid at the judicial sale” to exercise their equity of redemption – by paying off a lien that would no longer exist. *Wachesaw Plantation*, 420 S.C. at 264. This would be a logical impossibility that would extend the Plaintiff’s judgment lien rights beyond the point in time when that lien “is absolutely extinguished and ended[.]” *Garrison*, 258 S.C. at 446-47.

### **JUDGE DUKES GOT GORDON RIGHT**

This court reads *Gordon v. Lancaster*, 425 S.C. 386, 823 S.E.2d 173 (2018), correctly. If all that had to happen for judgment collection proceedings to continue beyond the ten-year period was a hearing, the Court in *Gordon* would not have had to overrule *Linda Mc Co. v. Shore*, 390 S.C. 543, 703 S.E.2d 499 (2010). In *Linda Mc*, the hearing had been held within the ten-year period. *Id.* But the *Gordon* Court *did* overrule *Linda Mc* and “and return to the traditional bright-

line rule[.]” which is “the bright-line rule that a judgment expires after ten years from its enrollment.” Gordon, 425 S.C. at 391, 393.

If there is doubt about whether Gordon would allow the Plaintiff to get what it had sought, the Court dispelled it in noting that “Garrison is good law in light of today’s decision.” Id. at 392 n. 4. Under Garrison, “[t]he lien of a judgment is absolutely extinguished and ended after the expiration of ten years from the date of entry.” 258 S.C. at 446-47.

### **CONCLUSION**

The Plaintiff already has a personal money judgment against the Defendants – that is the reason we are here, the only reason the Plaintiff has a lien at all. Having already obtained such a judgment, the Plaintiff is past the point of opportunity to waive its right to get one, and the 30-day upset bid provisions of S.C. Code Ann. § 15-39-720 apply to any judicial sale in execution of this judgment. The judicial sale process depends upon the existence of the foreclosing lien until that process ends. See Wachesaw Plantation, 420 S.C. at 264; Goethe, 448 S.E.2d at 575-76. The judicial sale cannot end until the time to receive upset bids expires, because only then will the identity of the bona fide bidder be known, only then will the hammer fall on the sale. S.C. Code Ann. § 15-39-720; Wachesaw Plantation, 420 S.C. at 264; Goethe, 448 S.E.2d at 575-76; In re: Riverfront Properties, LLC, 405 B.R. 570, 574 (Bankr. S.C. 2009).

The Plaintiff is out of time to have a judicial sale. The court made the right decision.

Respectfully submitted,

/s/ Andrew S. Radeker

Andrew S. Radeker

S.C. Bar No. 73743

HARRISON, RADEKER & SMITH, P.A.

Post Office Box 50143

Columbia, South Carolina 29250

(803) 779-2211

drew@harrisonfirm.com

ATTORNEY FOR DEFENDANTS

KENNETH J. VILCHECK AND RENEE M.

VILCHECK

Columbia, South Carolina  
February 15, 2023

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS  
FOR THE FOURTEENTH JUDICIAL  
CIRCUIT

Southern First Bank, N.A. d/b/a Greenville  
First Bank, N.A.,

County C/A No.: 2012-CP-07-04253

Plaintiff(s),

v.

**CERTIFICATE OF SERVICE**

Kenneth J. Vilcheck; Renee M. Vilcheck,  
Portfolio Recovery Associates, LLC;  
Longbridge Financial, LLC; the Federal  
Housing Commissioner; the Department of  
the Treasury – Internal Revenue Service;  
and the South Carolina Department of  
Revenue,

Defendant(s).

I certify that on November 7, 2022, I served the Department of the Treasury – Internal Revenue Service a copy of the Order Joining: Portfolio Recovery Associates, LLC; Longbridge Financial, LLC; the Federal Housing Commissioner; The Department of the Treasury – Internal Revenue Service; and the South Carolina Department of Revenue and Notice of Motions and Motions applying Defendant’s Real Property to Execution and to Join Relevant Parties with Exhibits A-K filed in the above referenced case by delivering it via USPS Certified Mail, addressed as follows:


United States of America  
Department of Treasury - IRS  
151 Meeting Street, Ste. 200  
Charleston, SC 29401

It was delivered with an individual on November 9, 2022 at 4:53p.m. and signed for by “D Loewe.” Attached is proof of delivery via return tracking slip.

Dated this 16<sup>th</sup> day of November, 2022, in Greenville, South Carolina.



Melissa De Los Santos,  
Legal Assistant for Angell Molony, LLC

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Address see</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p>United States of America  Department of Treasury - IRS  151 Meeting Street, Ste. 200  Charleston, SC 29401</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p>
 <p>9590 9402 6720 1060 1957 88</p>	<p>3. Service Type</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Adult Signature</li> <li><input type="checkbox"/> Adult Signature Restricted Delivery</li> <li><input checked="" type="checkbox"/> Certified Mail®</li> <li><input type="checkbox"/> Certified Mail Restricted Delivery</li> <li><input type="checkbox"/> Collect on Delivery</li> <li><input type="checkbox"/> Collect on Delivery Restricted Delivery</li> <li><input type="checkbox"/> Priority Mail Express®</li> <li><input type="checkbox"/> Registered Mail™</li> <li><input type="checkbox"/> Registered Mail Restricted Delivery</li> <li><input type="checkbox"/> Signature Confirmation™</li> <li><input type="checkbox"/> Signature Confirmation™ Restricted Delivery</li> </ul>
<p>2. Article Number (Transfer from service label)</p> <p>7021 2720 0002 3750 7092</p>	<p><input type="checkbox"/> 1 Mail Restricted Delivery (500)</p>
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053 <span style="float: right;">Domestic Return Receipt</span></p>	

ELECTRONICALLY FILED - 2022 NOV 18 4:28 PM - BEAUFORT - COMMON PLEAS - CASE#2012CP0704253

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS  
FOR THE FOURTEENTH JUDICIAL  
CIRCUIT

Southern First Bank, N.A. d/b/a Greenville  
First Bank, N.A.,

County C/A No.: 2012-CP-07-04253

Plaintiff(s),

v.

**CERTIFICATE OF SERVICE**

Kenneth J. Vilcheck; Renee M. Vilcheck,  
Portfolio Recovery Associates, LLC;  
Longbridge Financial, LLC; the Federal  
Housing Commissioner; the Department of  
the Treasury – Internal Revenue Service;  
and the South Carolina Department of  
Revenue,

Defendant(s).

I certify that on November 7, 2022, I served Portfolio Recovery Associates, LLC a copy of the Order Joining: Portfolio Recovery Associates, LLC; Longbridge Financial, LLC; the Federal Housing Commissioner; The Department of the Treasury – Internal Revenue Service; and the South Carolina Department of Revenue and Notice of Motions and Motions applying Defendant’s Real Property to Execution and to Join Relevant Parties with Exhibits A-K filed in the above referenced case by delivering it via USPS Certified Mail, addressed as follows:


Portfolio Recovery Associates, LLC  
C/O Corporation Service Company  
508 Meeting Street  
West Columbia, SC 29169

It was delivered to the Front Desk/Reception/Mail Room on November 8, 2022 at 2:31 p.m. and signed for by “Brittany W.” Attached is proof of delivery via return tracking slip.

Dated this 16<sup>th</sup> day of November, 2022, in Greenville, South Carolina.



\_\_\_\_\_  
Melissa De Los Santos,  
Legal Assistant for Angell Molony, LLC

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> <i>Bentley W</i> <input checked="" type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Brittany W</i> C. Date of Delivery <i>11/8/21</i></p>												
<p>1. Article Addressed to:          Portfolio Recovery Associates, LLC          c/o Corporation Service Company          508 Meeting Street          West Columbia, SC 29169</p>  <p>9590 9402 6720 1060 1957 71</p>	<p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes          If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®												
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™												
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery												
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™												
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery												
<input type="checkbox"/> Collect on Delivery Restricted Delivery													
<p>2. Article Number (Transfer from service label)          7021 2720 0002 3750 7511</p>	<p><input type="checkbox"/> Mail Restricted Delivery (0)</p>												
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>												

ELECTRONICALLY FILED - 2022 NOV 15 11:28 AM - BEAUFORT - COMMON PLEAS - CASE#2012CP0704253

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS  
THE FOURTEENTH JUDICIAL CIRCUIT

Southern First Bank, N.A. d/b/a Greenville  
First Bank, N.A.,

County C/A No.: 2012-CP-07-04253

Plaintiff(s),

**ACCEPTANCE OF SERVICE**

v.

Kenneth J. Vilcheck; Renee M. Vilcheck;  
Porfolio Recovery Associates, LLC;  
Longbridge Financial, LLC; the Federal  
Housing Commissioner; the Department of  
the Treasury – Internal Revenue Service; and  
the South Carolina Department of Revenue,

Defendant(s).

I, Demetri K. Koutrakos, Esquire, attorney for the Defendant Longbridge Financial, LLC, hereby accept service of the Order Joining: Portfolio Recovery Associates, LLC; Longbridge Financial, LLC; the Federal Housing Commissioner; the Department of the Treasury – Internal Revenue Service; and the South Carolina Department of Revenue and Notice of Motions and Motions applying Defendant’s Real Property to Execution and to Join Relevant Parties with Exhibits A-K, in the above-captioned case.

Dated 12/1, 2022, in Columbia, South Carolina.

Demetri K. Koutrakos, Esq.  
Attorney for the Defendant,  
Longbridge Financial, LLC

State of South Carolina  
Office of the Secretary of State  
The Honorable Mark Hammond

1205 PENDLETON STREET, SUITE 525  
COLUMBIA, SC 29201



803-734-2177  
sos.sc.gov

November 29, 2022

ELECTRONIC CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Longbridge Financial, LLC  
2 Office Park Court, Suite 103  
Columbia, SC 29223

RE: Longbridge Financial, LLC, 2012-CP-07-04253

Dear Madam/Sir:

In accordance with South Carolina Code § 33-44-111, we are enclosing herewith a copy of the Cover Letter; Order Joining: Portfolio Recovery Associates, LLC, Longbridge Financial, LLC, The Federal Housing Commissioner, The Department of the Treasury-Internal Revenue Service, and the South Carolina Department of Revenue; Notice of Motions and Motions Applying Defendant's Real Property to Execution and to Join Relevant Parties; with Exhibits A-K in the above-entitled case. Service was accepted on November 29, 2022 and a copy has been duly filed in our office as of this date. The fee of \$10.00 has been paid.

Yours very truly,

A handwritten signature in blue ink that reads "Allyson Green".

Allyson Green  
South Carolina Secretary of State's Office

Enclosures

cc: Angell Monoly, LLC  
Luke R. Hoopes  
18 E. North St., Suite 302  
Greenville, SC 29601

Corporations  
803-734-2158

UCC  
803-734-2175

Charities  
803-734-1790

Boards & Commissions  
803-734-2512

Notaries  
803-734-2512

Trademarks  
803-734-0367

**AFFIDAVIT OF SERVICE**

State of South Carolina

County of Beaufort

Common Pleas Court

Southern First Bank, N.A., et al, Plaintiff(s)

vs.

Case No: 2012CP0704253

Kenneth J. Vilcheck, et al, Defendant(s)

For:

ANGELL MOLONY  
18 East North St., Ste. 302  
Greenville, SC 29601

To be served on: SC Department of Revenue

Lester L. Franzen, undersigned, being duly sworn, deposes and says:

that on December 07, 2022 at 3:30 pm at 300A Outlet Pointe Blvd., Columbia, SC

the undersigned served the documents described as:

Letter

Order Joining: Portfolio Recovery Associates, LLC; Longbridge Financial, LLC; the Federal Housing Commissio  
the Department of the Treasury - Internal Revenue Service; and the South Carolina Department of Revenue  
•Notice of Motions and Motions applying Defendant's Real Property to Execution and to Join Relevant Parties wit

A true and correct copy of the aforesaid document(s) was served on:

SC Department of Revenue

By delivering them into the hands of an officer or managing agent whose name and title is  
"Jane Doe", Authorized Representative

The person receiving documents is described as follows:

Sex F ; Race White ; Hair Color Blonde ; Facial Hair \_\_\_\_\_  
Approx. Age 50 ; Approx. Height 5'06" ; Approx. Weight 150

To the best of my knowledge and belief, said defendant was not engaged in the US Military at the time of service.

Subscribed and sworn to before me this

7th day of December, 2022

I certify that I am over the age of 18, have no interest in the above action.  
Undersigned declares under penalty of perjury that the foregoing is true and correct.

Amber L. Andrews  
NOTARY PUBLIC

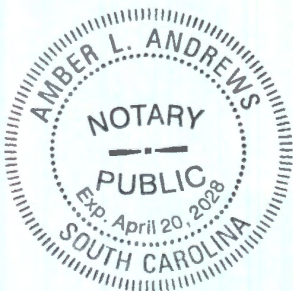
My Commission Expires: April 20, 2028

Lester L. Franzen

Lester L. Franzen  
Process Server  
Southern Pride Process, LLC  
(803) 386-8559  
P.O. Box 7125  
Columbia, SC 29202-7125

SPP File: 134174-1

Client File: \_\_\_\_\_



ELECTRONICALLY FILED - 2022 Dec 08 12:07 PM - BEAUFORT - COMMON PLEAS - CASE#2012CP0704253

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS  
THE FOURTEENTH JUDICIAL CIRCUIT

Southern First Bank, N.A. d/b/a Greenville  
First Bank, N.A.,

County C/A No.: 2012-CP-07-04253

Plaintiff(s),

v.

**CERTIFICATE OF SERVICE**

Kenneth J. Vilcheck; Renee M. Vilcheck,  
Portfolio Recovery Associates, LLC;  
Longbridge Financial, LLC; the Federal  
Housing Commissioner; the Department of  
the Treasury – Internal Revenue Service;  
and the South Carolina Department of  
Revenue,

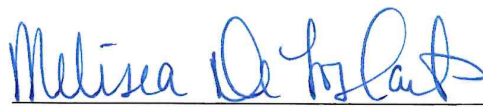
Defendant(s).

I certify that on November 14, 2022, I served Federal Housing Commissioner a copy of the Order Joining: Portfolio Recovery Associates, LLC; Longbridge Financial, LLC; the Federal Housing Commissioner; The Department of the Treasury – Internal Revenue Service; and the South Carolina Department of Revenue and Notice of Motions and Motions applying Defendant’s Real Property to Execution and to Join Relevant Parties with Exhibits A-K filed in the above referenced case by delivering it via USPS Certified Mail Tracking No. 7021 2720 0002 3750 7573, addressed as follows:

The Associate General Counsel for Litigation  
Office of Litigation  
U.S. Department of Housing and Urban Development  
Attn: Federal Housing Commissioner  
451 Seventh Street., S.W.  
Washington, D.C. 20410

It was delivered to the Front Desk/Reception/Mail Room on November 18, 2022 at 7:21 a.m. The domestic return receipt never returned to our office.

Dated this 21<sup>st</sup> day of December, 2022, in Greenville, South  
Carolina.



Melissa De Los Santos,  
Legal Assistant for Angell Molony, LLC

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS  
THE FOURTEENTH JUDICIAL CIRCUIT

Southern First Bank, N.A. d/b/a Greenville  
First Bank, N.A.,

County C/A No.: 2012-CP-07-04253

Plaintiff(s),

v.

**CERTIFICATE OF SERVICE**

Kenneth J. Vilcheck; Renee M. Vilcheck,  
Portfolio Recovery Associates, LLC;  
Longbridge Financial, LLC; the Federal  
Housing Commissioner; the Department of  
the Treasury – Internal Revenue Service;  
and the South Carolina Department of  
Revenue,

Defendant(s).

I certify that on November 7, 2022, I served Federal Housing Commissioner a copy of the Order Joining: Portfolio Recovery Associates, LLC; Longbridge Financial, LLC; the Federal Housing Commissioner; The Department of the Treasury – Internal Revenue Service; and the South Carolina Department of Revenue and Notice of Motions and Motions applying Defendant’s Real Property to Execution and to Join Relevant Parties with Exhibits A-K filed in the above referenced case by delivering it via USPS Certified Mail Tracking No. 7021 2720 0002 3750 7535, addressed as follows:

Novad Management Consulting  
Attn: Federal Housing Commissioner  
Shepherd Mall  
2401 NW 23<sup>rd</sup> Street, Ste. 1A1  
Oklahoma City, OK 73107

It was delivered to the Front Desk/Reception/Mail Room on November 9, 2022 at 9:28 a.m. and signed for by “Novad Management Consulting, LLC” Attached is proof of delivery via return tracking slip.

Dated this 21<sup>st</sup> day of December, 2022, in Greenville, South

Carolina.



Melissa De Los Santos,  
Legal Assistant for Angell Molony, LLC

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 Novad Management Consulting  
 Attn: Federal Housing Commissioner  
 Shepherd Male  
 8401 NW 23rd Street. SR. 1A1  
 Oklahoma City, OK 73107



2. Article Number (Transfer from service label)  
 7021 2720 0002 3750 7535

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Agent  
 Addressee  
 X Novad Management Consulting, LLC

B. Received by (Printed Name) C. Date of Delivery  
 NOV 09 2022

D. Is delivery address different from item 1?  Yes  
 If YES enter delivery address below:  No

**RECEIVED**

3. Service Type
- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail®                           |
| <input checked="" type="checkbox"/> Certified Mail®              | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Restricted Delivery                        |
- Restricted Delivery

ELECTRONICALLY FILED - 2022 NOV 09 2:15:59 PM - BEAUFORT - COMMON PLEAS - CASE#2012CP0704253

**CERTIFICATE OF COUNSEL**

Pursuant to and in compliance with South Carolina Appellate Court Rule 201, the undersigned hereby certifies that the Record on Appeal contains all material proposed to be included in the Record by the Parties in compliance with South Carolina Appellate Court Rule 209 and no other materials. The undersigned reserves the right to amend and/or supplement the Record on Appeal as necessary to include any materials necessary as agreed to by the Parties or requested, or otherwise ordered by the Court.

**SMITH HUDSON LAW, LLC**

s/ Joseph O. Smith  
Joseph O. Smith (S.C. Bar No. 77475)  
Joshua J. Hudson (S.C. Bar No. 100311)  
200 N. Main Street, Suite 301-C  
Greenville, SC 29601  
Phone: (864) 908-2912  
[jsmith@smithhudsonlaw.com](mailto:jsmith@smithhudsonlaw.com)  
[jhudson@smithhudsonlaw.com](mailto:jhudson@smithhudsonlaw.com)

Aaron J. Angell (S.C. Bar No. 80867)  
18 East North Street, Suite 302  
Greenville, SC 29601  
Phone: (864) 248-4708  
[aaron@angellmolony.com](mailto:aaron@angellmolony.com)  
**Attorneys for Appellant**

March 11 2024  
Greenville, South Carolina