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**Jul 26 2024**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court Of Appeals

APPEAL FROM LANCASTER COUNTY  
Court of Common Pleas

Brian M. Gibbons, Circuit Court Judge

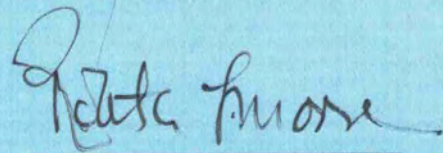
Appellate Case No. 2024-000557

Roberta Moore, ..... Appellant,

v.

Rebecca Giesler, ..... Respondent.

REVISED INITIAL BRIEF OF APPELLANT  
WHICH INCLUDES DESIGNATION OF MATTER



Roberta Moore  
3194 Pine Bluff Way  
Indian Land, South Carolina 29732  
(803) 524-1842

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP2900493

Roberta Moore  
PLAINTIFF(S)

Rebecca Giesler  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

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

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

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

After further review and deliberation, the court GRANTS Defendant's motion to dismiss for the following causes of action: violation of the South Carolina Unfair Trade Practices Act (SCUTPA), invasion of privacy, negligence, gross negligence, intentional infliction of emotional distress, and negligent infliction of emotional distress.

The Court respectfully DENIES Defendants motion to dismiss as to the causes of action for breach of contract and breach of contract accompanied by a fraudulent act. As such, the case shall go forward on these causes of action at this time.

Attorney Cloud shall prepare and submit a more formal order for the Court within 10 days using language consistent with her legal arguments and memoranda.

Plaintiff is further encouraged to retain an attorney to represent her interests. It is so ordered.

**ORDER INFORMATION**

This order  ends  does not end the case.

See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/25/2023 .

Roberta Moore for Roberta Moore  
Rebecca Giesler for Rebecca Giesler  
Rebecca Giesler for Rebecca Giesler  
Roberta Moore for Roberta Moore

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

Roberta Moore  
PLAINTIFF(S)

Rebecca Giesler  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

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

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

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

The court issued a form 4 on 7/25/2023 granting dismissal of several causes of action in this matter. The order incorrectly stated that it ended the case, however, that is incorrect as it was a scrivener's error.

The breach of contract and breach of contract accompanied by a fraudulent act causes of action are not dismissed.

**ORDER INFORMATION**

This order  ends  does not end the case.

See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/08/2024 .

Roberta Moore for Roberta Moore  
Rebecca Giesler for Rebecca Giesler  
Rebecca Giesler for Rebecca Giesler  
Roberta Moore for Roberta Moore

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**



STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER

COURT IN THE COURT OF COMMON PLEAS  
SIXTH JUDICIAL CIRCUIT

Roberta Moore,

Plaintiff,

vs.

Rebecca Giesler,

Defendant.

CASE No. 2023-CP-29-00493

**AMENDED SUMMONS**

(Jury Trial Demanded)

**TO THE DEFENDANT NAMED ABOVE BY AND THROUGH HER ATTORNEY  
OF RECORD, JENNIFER M. CLOUD, ESQ.:**

A lawsuit has been filed against you. Within fifteen days (twenty days, if served by mail or through a person designated by statute to accept service) after service of this Amended Summons on you (not counting the day you receive it), you must file with the court and serve on the Plaintiff an answer to the attached Amended Complaint or a motion under Rule 12 of the South Carolina Rules of Civil Procedure, unless the Court otherwise orders. If you fail to do so, judgment by default will be entered against you for the relief demanded in the Amended Complaint.



Roberta Moore  
3194 Pine Bluff Way  
Indian Land, South Carolina 29707  
RLMoore413@gmail.com (Email)  
803-524-1842 (Telephone)  
**PLAINTIFF, PRO SE**

Indian Land, South Carolina

June 8, 2023

CLERK OF COURT

STATE OF SOUTH CAROLINA )  
COUNTY OF LANCASTER )

THE COURT OF COMMON PLEAS  
SIXTH JUDICIAL CIRCUIT

Roberta Moore,  
  
Plaintiff,  
  
vs.

CASE No.: 2023-CP-29-00493

Rebecca Giesler,  
  
Defendant.

**AMENDED COMPLAINT**  
(Jury Trial Demanded)

The Plaintiff, Roberta Moore ("Plaintiff"), initiated this action against the Defendant, Rebecca Giesler ("Defendant"), by filing the original Summons and Complaint on April 24, 2023. Having been properly served with the original Summons and Complaint, Defendant filed a Motion to Dismiss; Answer and Counterclaim on May 7, 2023. Defendant's Motion to Dismiss; Answer and Counterclaim was served upon Plaintiff on May 10, 2023.

Pursuant to Rule 15(a), SCRPC, Plaintiff hereby amends her original pleading, as a matter of course, based on the allegations set forth below.

**PARTIES**

1. Plaintiff is a citizen and resident of Indian Land, Lancaster County, South Carolina.
2. Upon information and belief, Defendant is a citizen and resident of Fort Mill, York County, South Carolina.

**JURISDICTION AND VENUE**

3. This Court has subject-matter jurisdiction over the claims in this lawsuit under article V § 11 of the South Carolina Constitution and South Carolina Code § 14-5-350.

4. This Court has personal jurisdiction over Defendant because, upon information and belief, she is a citizen and resident of York County, South Carolina.

5. Venue is proper in this circuit under South Carolina Code § 15-7-30 because the most substantial part of the alleged act(s) and omission(s) giving rise to the cause(s) of action in this matter occurred in Lancaster County, South Carolina.

### FACTS

6. On or about July 27, 2015 Plaintiff and Alexis Moore entered into a binding mortgage agreement for the sale of real estate property namely an "Real Estate Contract of Sale" Exhibit A, "Promissory Note For Sale" Exhibit B, "Agreement To Buy and Sell Real Estate Residential" Exhibit C.

7. On December 8, 2016 Plaintiff, Alexis Moore, and Defendant signed "Addendum to Prior Contracts" addressing corrections to prior contracts and outlining "Steps of Foreclosure" for mortgage. Exhibit D

8. On or about January 27, 2023, the Defendant acted with the Intentional Infliction of Emotional Distress with the intent to blackmail by giving the Plaintiff an ultimatum to tear up and to sign a new contract agreement in the amount of \$349,999 or was told home would be sold as is and was given the deadline of February 3, 2023 to respond. Pursuant SC law Section 16-17-640, Defendant acted with the ill intention of receiving monetary gain for the property in excess of \$89,000 over the contracted purchase price of the home.

9. On or about March 13, 2023, the Defendant again acted with Intentional Infliction of Emotional Distress in that the Plaintiff received communication from Attorney Jennifer Cloud

indicating a secured loan for \$349,000 needed to be secured or property would need to be vacated by May 1, 2023. Pursuant SC law Section 16-17-640, Defendant acted with the ill intention of receiving monetary gain for the property in excess of \$89,000 over the contracted purchase price of the home. Plaintiff also acted in bad faith in failing to honor the procedure outlined in signed "Addendum to Prior Contracts" which addresses the "Steps of Foreclosure". Exhibit D

10. There was a Breach of Good Faith and Fair Dealing along with Negligence when the Defendant failed to do what was required in order for the Plaintiff to assume tax payments for the property as per the Promissory Note and agreement. The Plaintiff was to get personal property taxes changed over to Plaintiff name in order for Plaintiff to be responsible for paying taxes on the dwelling. Plaintiff acted in good faith and did due diligence by going to the tax office to get billing changed and sent in Plaintiff's name. The County tax office requested "Bond For Title" from the Defendant in order for taxes to be billed to Plaintiff. The Defendant failed to act in good faith and fair dealing and never provided the Bond For Title to the County and therefore the Plaintiff has never received any tax bills from the County to be paid based on Defendants negligence and failure to follow-through with County Tax Office request.

11. Defendant acted with ill intentions and negligence. Agreement was made with Defendant to pay outstanding arrear along with what the Defendant indicated was back taxes without any documentation nor bill validation along with getting house refinanced. Defendant willfully and intentionally withheld mortgage history and payment records which was requested by the Plaintiff and SC Home Rescue Program in order for arrear and taxes to be paid in full with the intent of impeding the process of what she was informed to be the necessary paperwork for loan approvals. Defendant willfully and intentionally withheld necessary documentation for payments to be paid by the SC Home Rescue Program and impeded the process of loan verification

that the Plaintiff repeatedly informed the Defendant was needed to get approved for mortgage refinancing.

12. Defendant did not act in Good Faith and Fair Dealing. Defendant impeded the process of mortgage refinancing and acted with ill intent by not providing the Plaintiff mortgage history and payment records necessary to get home refinanced along with withholding of 1098 mortgage interest tax document which has been provided every year for tax purposes well past government regulated deadline. Failure to provide the necessary documents for mortgage approval has caused substantial injury in that it jeopardizes the well-being of the Plaintiff and her family by putting them at risk of being homeless. The Defendant has acted in a deceptive practice and bad faith by reason of omission by intentionally failing to provide necessary mortgage payment statements and failure to respond to repeated requests that was necessary for loan approvals.

13. Defendant participated in civil conspiracy as the Defendant acted with coercion and negligence by sharing Plaintiff's personal financial information with Third Party, namely Michael Furlick. Michael Furlick is not a party of the signed contracts and no permission was granted by the Plaintiff to expose any of Defendant's personal loan information in relation to the confidential binding contracts or the status of the contract with Michael Furlick. The only permission that was granted to Defendant was granted in regards to sharing of mortgage payment history was granted for payment history to be shared with the SC Home Rescue Program in order for any arrears to be paid to Defendant through the SC Home Rescue Program which the Defendant willfully and intentionally failed to do. Defendant had no rights to communicate personal financial information or any to Michael Furlick which in turned led to Michael Furlick badgering and

harassing Plaintiff concerning mortgage agreement between Plaintiff and Defendant to which Defendant was a party.

14. Plaintiff hereby requests a settlement of no less than \$389,000. Settlement is comprised of monies paid into home from inception of contract which includes down payment according to "Promissory Note For Sale" in the amount of \$9,500, monthly payments which total as of the end of May 2023 the amount \$179,579.94, and partial equity of house based on purchase price or \$260,000 with balance of mortgage due being less than \$242,000 and property comp report currently valuing the home range up to \$567,000. Plaintiff's request is based on breach of good faith and fair dealing along with fraud and blackmail attempt according to SC Law Code 16-17-640.

15. As such, Plaintiff is informed and believes that Defendant's act(s) and omission(s) being complained of herein have caused her substantial damages, economic losses, and emotional distress.

16. Plaintiff is entitled to recover these substantial damages from Defendant, along with punitive damages, attorney's fees, costs, and other relief available to her.

**FIRST CAUSE OF ACTION**

**(Violation of the South Carolina Unfair Trade Practices Act; S.C. Code Ann. §§ 39-5-10, et seq.)**

17. Plaintiff herein incorporates by reference and restates all prior allegations of this Amended Complaint.

18. In failing and/or refusing to provide financial payment mortgage payment statement, Defendant used and/or employed unfair methods of competition or unfair or deceptive acts or practices within the meaning of S.C. Code Ann. § 39-5-20.

19. Defendant further used and/or employed unfair methods of competition or unfair or deceptive acts or practices within the meaning of S.C. Code Ann. § 39-5-20 when failing to provide requested information and documentation regarding Plaintiff's mortgage with any outstanding payments as requested by the SC Home Rescue Program.

20. Furthermore, Defendant used and/or employed unfair methods of competition or unfair or deceptive acts or practices within the meaning of S.C. Code Ann. § 39-5-20 when failing to do Bond for Title in order for Plaintiff to receive tax bills in order to pay personal property tax on the home, as described above.

21. As a result of Defendant's use and/or employment of an unfair or deceptive method, act, or practice within the meaning of S.C. Code Ann. § 39-5-20, Plaintiff has suffered and will continue to suffer ascertainable losses of money and/or property in an amount to be determined at trial, but no less than \$389,000.

22. Upon information and belief, Defendant's use and/or employment of the unfair or deceptive method, act(s), or practice(s) being herein complained of constituted a willful or knowing violation of S.C. Code Ann. § 39-5-20. As such, Plaintiff is entitled to three (3) times the actual damages sustained by Plaintiff, plus such other relief as this Court or the jury would deem necessary and proper.

23. Additionally, Plaintiff is entitled to recover reasonable attorney's fees and costs incurred in connection with this action.

**SECOND CAUSE OF ACTION**  
**(Breach of Contract)**

24. Plaintiff herein incorporates by reference and restates all prior allegations of this Amended Complaint

25. The above-described Contract "Real Estate Contract of Sale" Exhibit A, "Promissory Note For Sale" Exhibit B, "Agreement To Buy and Sell Real Estate Residential" Exhibit C, and "Steps Of Foreclosure" Exhibit D

26. Defendant breached the Contract by failing and/or refusing to get Bond For Title submitted to County Of Lancaster Property Tax Office for tax bill purposes and failed to act in good faith in providing mortgage payment statements for refinancing of property.

27. In so doing, Defendant also breached the implied covenant of good faith and fair dealing.

28. Defendant's breach has caused Plaintiff substantial economic damages and other consequential damages to be shown at trial.

29. As such, Plaintiff is entitled to all of her actual and consequential damages suffered as a direct and proximate result of Defendant's breach.

**THIRD CAUSE OF ACTION**  
**(Breach of Contract Accompanied by a Fraudulent Act)**

30. Plaintiff herein incorporates by reference and restates all prior allegations of this Complaint.

31. The above-described Contract "Real Estate Contract of Sale" Exhibit A, "Promissory Note For Sale" Exhibit B, "Agreement To Buy and Sell Real Estate Residential" Exhibit C, and and "Steps Of Foreclosure" Exhibit D.

32. Defendant breached the Contract by failing and/or refusing to perform its contractual duties. More specifically, Defendant failed to get Bond For Title, as described above.

Further, Defendant failed or refused to provide documentation for loan approval from SC Home Rescue Program and for Mortgage Refinancing.

33. Defendant breached contract by failing to honor the steps specified in the "Steps of Foreclosure" and making a demand for a new contract to be signed in excess of \$89,000 above the property purchase price which falls in line with South Carolina law Section 16-17-640 which constitutes blackmail/extortion by demanding the Plaintiff pay more for the already contracted home or threatening the Plaintiff with the possibility of homelessness for the Plaintiff and her family.

34. In so doing, Defendant also breached the implied covenant of good faith and fair dealing.

35. Defendant's breach was accomplished with a fraudulent intention to the extent that Defendant had made promises that she knew or should have known would not be fulfilled.

36. Upon information and belief, Defendant's breach was accompanied by a fraudulent act in that her actions and conduct surrounding its breach—including her failure or refusal to provide mortgage payment statements and tax documents for refinancing—could be well characterized by dishonesty in fact, unfair dealing, and/or unlawful appropriation of Plaintiff's performance of her contractual duties by design.

37. Upon information and belief, Defendant acted with malice, fraudulent intent, and/or knowledge of unfair dealing.

38. As a direct and proximate result of Defendant's breach accompanied by a fraudulent act, Plaintiff has suffered substantial economic damages and other consequential damages to be shown at trial.

39. As such, Plaintiff is entitled to all of her actual and consequential damages suffered as a direct and proximate result of Defendant's breach accompanied by a fraudulent act.

40. Further, to the extent that Defendant's breach was intentional, reckless, willful, and wanton, Plaintiff is entitled to punitive damages.

**FOURTH CAUSE OF ACTION**  
**(Invasion of Privacy)**

41. Plaintiff incorporates by reference and restates all prior allegations of this Amended Complaint.

42. Defendant participated in civil conspiracy with 3rd Party, Michael Furlick, against Plaintiff with the common goal of not honoring the signed contract in an effort to regain property.

43. Plaintiff was humiliated by Defendant and 3rd Party by the engagement of harassing conversation regarding Plaintiff's rights and the intentions of the signed contract.

44. Plaintiff felt badgered and tormented by Defendant and 3rd Party based on conversation and invasion of privacy in that Plaintiff's personal phone number and financial information has been shared without authorization and Defendant willfully and intentionally included Michael Furlick in conversations regarding their personal and confidential contractual agreement without gaining permission from the Plaintiff.

45. Thus, Plaintiff is entitled to all actual damages as may be proven and is entitled to an award of punitive damages.

**FIFTH CAUSE OF ACTION**  
**(Negligence)**

46. Plaintiff incorporates by reference and restates all prior allegations of this Amended Complaint.

47. As the mortgage holder, Defendant owed Plaintiff a duty to exercise the degree of care which a person or entity of ordinary reason and prudence would exercise under the same or similar circumstances as exists in this case.

48. Defendant breached her duty by being negligent, careless, reckless, willful, and/or wanton in the failure to secure Bond For Title, failure to send Payment Statements, and failure to send tax documents and breached her confidential relationship with Plaintiff by sharing financial statement of account and Plaintiff's personal contact information with outside 3rd Party, Michael Furliek.

49. As a direct and proximate result and consequence of Defendant's negligence, carelessness, recklessness, willfulness, and/or wantonness in the failure to secure Bond For Title for tax billing transfer, failure to send Payment Statement for SC Home Rescue Program and mortgage refinancing, failure to send 1098 tax documents by Government mandated deadline, along with breaching her confidential relationship, Plaintiff has sustained substantial economic and other damages, as shall be shown at trial.

50. Thus, Plaintiff is entitled to all actual damages as may be proven and is entitled to an award of punitive damages.

**SIXTH CAUSE OF ACTION**  
**(Gross Negligence)**

51. Plaintiff incorporates by reference and restates all prior allegations of this Amended Complaint.

52. As Mortgage Holder, Defendant owed Plaintiff a duty to exercise the degree of care which a person or entity of ordinary reason and prudence would exercise under the same or similar circumstances as exists in this case.

53. Defendant breached its duty by being negligent, careless, reckless, willful, and/or wanton in the failure to secure Bond For Title for tax billing transfer, failure to send Payment Statements, and failure to send tax documents along with breaching her confidential relationship

with Plaintiff by sharing confidential financial information and personal contact information without authorization and without any legal pending action.

54. In failing or refusing intentionally and consciously to exercise the care which it was incumbent upon her to exercise and/or in engaging intentionally in an activity that it ought not to engage, Defendant failed to exercise the slight care that was necessary under the circumstances.

55. As a direct and proximate result and consequence of Defendant's negligence, carelessness, recklessness, willfulness, and/or wantonness in the failure to secure Bond For Title, failure to send Payment Statements, and failure to send tax documents along with breaching her confidential relationship with Plaintiff by sharing confidential financial information and personal contact information, Plaintiff has sustained substantial economic and other damages, as shall be shown at trial.

56. Thus, Plaintiff is entitled to all actual damages as may be proven and is entitled to an award of punitive damages.

**SEVENTH CAUSE OF ACTION**  
**(Intentional Infliction of Emotional Distress)**

57. Plaintiff incorporates by reference and restates all prior allegations of this Amended Complaint.

58. Defendant acted in bad faith and a reckless manner by threatening and giving the Plaintiff an ultimatum to tear up and to sign a new contract agreement in the amount of \$349,999 or was told home would be sold as is and was given the deadline of February 3, 2023 to respond. Pursuant SC law Section 16-17-640, Defendant acted with the ill intention of receiving monetary gain for the property in excess of \$89,000 over the contracted purchase price of the home while

imposing a threat of homelessness on Plaintiff and family without going through the "Steps Of Foreclosure", Exhibit D that is a part of the signed agreement.

59. Defendant acted in bad faith by not responding to Plaintiff's requests for Mortgage Payment Statements, Tax Documents, in order for any the house to be refinanced.

60. Defendant acted in bad faith by not providing "Bond For Title" in order for Plaintiff to receive tax bills for property.

61. Thus, Plaintiff is entitled to all actual damages as may be proven and is entitled to an award of punitive damages.

**EIGHTH CAUSE OF ACTION**  
**(Negligent Infliction of Emotional Distress)**

62. Plaintiff incorporates by reference and restates all prior allegations of this Amended Complaint.

63. Defendant participated in the civil conspiracy and harassment along with 3rd Party, namely Michael Furlick against Plaintiff and failed to interject and stop him from speaking on Defendant's behalf causing the Plaintiff to suffer embarrassment, harassment, stress, and overwhelming fear of losing her home leaving Plaintiff emotionally and physically stressed.

64. Defendant sent letter with the intent to extort/blackmail Plaintiff based on SC Law 16-17-640 demanding more than \$89,000 above the contracted amount for the sale of the property to the Plaintiff and in turn caused Plaintiff to be emotionally and physically stressed.

65. Defendant through negligence failed to do the Bond for Title as requested by the County of Lancaster Tax Office so that the Plaintiff could receive tax bills in order to pay property tax and Plaintiff has never been sent a tax bill since the inception of the signed contract indicating amount due or deadlines to pay. Defendant's negligence has caused Plaintiff to suffer emotional

distress based on the amount now due based on the negligence and failure of Defendant to get Bond for Title so Plaintiff could receive tax bills from county.

66. Thus, Plaintiff is entitled to all actual damages as may be proven and is entitled to an award of punitive damages.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays that:

1. Judgment be entered in Plaintiff's favor and against Defendant;
2. Plaintiff be awarded actual damages, including the full sum paid by Plaintiff to Defendant to date and the additional costs necessary to rectify, remedy, and/or remediate such damaging results as have been caused by Defendant's conduct, actions, and/or omissions being complained of;
3. Plaintiff be awarded the treble damages, reasonable attorney's fees, and costs pursuant to the South Carolina Unfair Trade Practices Act;
4. Plaintiff be awarded consequential damages in an amount to be determined;
5. Plaintiff be awarded punitive damages;
6. Plaintiff be awarded pre-judgment interest in the amount to be determined at the legal rate;
7. Plaintiff be awarded reasonable attorney's and costs; and
8. Plaintiff be awarded such other and further relief as may be deemed just and proper by this Court and the jury.

Respectfully submitted this 8th day of June, 2023.



Roberta Moore  
3194 Pine Bluff Way  
Indian Land, South Carolina 29707  
RLMoore413@gmail.com (Email)  
803-524-1842 (Telephone)

**PLAINTIFF, PRO SE**

Indian Land, South Carolina

June 8, 2023

IN STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )  
 )  
Roberta Moore, )  
 )  
Plaintiff, )  
vs. )

IN THE COURT OF COMMON PLEAS  
SIXTH JUDICIAL CIRCUIT

CASE No.: 2023-CP-29-00493

**RESPONSE TO FIRST  
CONTINUING INTERROGATORIES**

Rebecca Giesler, )  
 )  
Defendant. )  
\_\_\_\_\_ )

(Jury Trial Demanded)

My name is Roberta Moore, and I am the Plaintiff/Defendant in the above-styled action. I respond to the First Continuing Interrogatories served on me as follows:

**GENERAL OBJECTIONS**

1. I object to each interrogatory to the extent that the information sought is known by the requesting party and available to both parties. In that, all contracts and addendums were signed by both parties. As well as both parties have access to all communications that have been written by the defendant and plaintiff.
2. I object to each interrogatory to the extent that it seeks information that is confidential or which is not relevant to the subject matter involved in the pending action and is not reasonably calculated to lead to the discovery of admissible evidence.

3. I object to each interrogatory to the extent that it calls for the disclosure of information outside the scope of the time, place, subject matter, and circumstances of the occurrences mentioned or complained of in the Complaint or Counterclaim against me.

**WITHOUT WAIVING THESE DEFENSES, I RESPOND AS FOLLOWS:**

1.

Object To Interrogatory. All contracts, addendums, e-mails, and texts were signed by and communicated between both parties. So defendant has access to all information

2.

There are no additional witnesses.

3.

There are no additional witnesses.

4.

Object To Interrogatory. All contracts, addendums, e-mails, and texts were signed by and communicated between both parties. So defendant has access to all information

5.

Object To Interrogatory. All contracts, addendums, e-mails, and texts were signed by and communicated between both parties. So defendant has access to all information

6.

Case law and case citations as identified on Amended Complaint but not limited to as other objections arise.

7. Object to interrogatory. Case is based on breach of contract and breach with fraudulent intent.

8.

Object to interrogatory. Case is based on breach of contract and breach with fraudulent intent.

9.

Defendant's actions included her failure to provide mortgage statements and necessary documents for loan approval and refinancing which is characterized by dishonesty and unfair dealing. Damages include inability to acquire necessary refinancing of mortgage loan based on the defendant's dishonesty and unfair dealings.

10.

Defendant's failure to provide necessary documents for mortgage refinance has caused economic loss in that Plaintiff is unable to refinance the house in order to receive the vested equity in the property.

11.

Defendant's failure to provide necessary documents for mortgage refinance has caused economic loss in that Plaintiff is unable to refinance the house in order to receive the vested equity in the property.

12.

Bond for Title steps was communicated in e-mail communication between Matthew Giesler and Plaintiff which Defendant has access to all e-mail communications.

13.

Defendant failed to provide mortgage statement for refinancing, Bond For Title, and failed to follow steps for foreclosure as per signed addendum.

14.

Details remain the same, Defendant breached contract by failing to honor specified steps of foreclosure as identified in addendum signed by both parties and instead attempted to extort \$89,000 above the contracted price for the home.

15.

The Defendant intentionally used the property to threaten me to either pay, \$89,000 more for the property or to lose the property.

16.

The Defendant failed to fulfill the promises of the contract by failing to provide the information she knew was necessary for the Plaintiff to obtain financing for the property.

17.

The Defendant intended to extort money from the Plaintiff by making a demand to pay \$89,000 above the contracted amount for the house or be put out of the property. The Defendant also, entered into a mortgage loan with the Plaintiff while having a personal mortgage on the property.

18.

The Defendant acted with malice by deliberately and unlawfully trying to extort funds from Plaintiff and acted in unfair dealing by failing to provide the paperwork necessary for the Plaintiff to obtain financing.

19.

Although the Defendant was asked on many occasions to provide the paperwork necessary to obtain financing on the home, the Defendant willfully chose not to provide it in the timeframe needed and refused to give documentation that was necessary for financing.

20.

The contract outlines a provision that balloons the interest rate and payment if financing not obtained by August 31, 2020.

21.

Object To Interrogatory. All contracts, addendums, e-mails, and texts were signed by and communicated between both parties. So defendant has access to all information.

22.

Object To Interrogatory. Not relevant to case.

23.

Object To Interrogatory. Not relevant to case.

24.

Each interrogatory to the extent that the information sought is known by the requesting party and available to both parties. In that, all contracts and addendums were signed by both parties. As well as both parties have access to all communications that have been written by the defendant and plaintiff.

25.

Each interrogatory to the extent that the information sought is known by the requesting party and available to both parties. In that, all contracts and addendums were signed by both parties. As well as both parties have access to all communications that have been written by the defendant and plaintiff.

Dated this 12 day of February, 2024.

Address/Phone/Email:

3194 Pine Bluff Way  
Indian Land, SC 29707  
803-524-1842

**VERIFICATION**

*[Handwritten Signature]*

Signature

Roberta L. Moore

Print Name

Roberta Moore

Roberta L. Moore appeared before the undersigned officer, who is authorized to administer oaths, and said under oath that they have read the foregoing *Response to First Continuing Interrogatories*, and that the facts in it are true to the best of their knowledge and belief.

*Bootsie Rochester*  
Commission expires: 07/27/2033  
Signature



**RECEIVED**

**Jun 04 2024**

**SC Court of Appeals**

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STATE OF SOUTH CAROLINA  
COURT OF COMMON PLEAS  
COUNTY OF LANCASTER  
2023-CP-29-00493

Roberta Moore

Vs.

Rebecca Giesler

Lancaster, South Carolina

July 24, 2023

Before the Honorable Brian Gibbons

APPEARANCES

For the Plaintiff: Pro Se

For the Defendant: Jennifer Cloud

Reported by: Michael C. Watkins

Certified Court Reporter

1 THE COURT: All right. The last matter before the  
2 Court -- and, again, thank everybody for their patience --  
3 is Roberta Moore versus Rebecca Giesler, or Giesler. All  
4 right.

5 (Break in proceedings.)

6 THE COURT: This is a motion to dismiss on docket  
7 23-CP-29-493. And, again, as far as paperwork and arguments  
8 are concerned, y'all tailor them accordingly. I can read  
9 and everything that has been filed. I have seen the file in  
10 preparation, and I'm going to take the matter under  
11 advisement much like I have on pretty much everything I have  
12 this morning and further deliberate on whatever happens, but  
13 if y'all could hit the high points in your arguments I would  
14 appreciate it. And are you Ms. Cloud?

15 MS. CLOUD: I am, Your Honor.

16 THE COURT: All right. Ms. Cloud, it's your motion.  
17 You represent Miss -- is it Giesler or Giesler?

18 MS. CLOUD: Giesler.

19 THE COURT: You represent Ms. Giesler? All right. Let  
20 me hear from you then on your motion to dismiss, and then  
21 where is Ms. Moore?

22 MS. MOORE: That's me.

23 THE COURT: Hey, Ms. Moore, how are you? I'll hear  
24 from you then in your response, and in your response you can  
25 just sit right where you are and just speak into the

1 microphone. Okay?

2 MS. MOORE: Can I say one thing?

3 THE COURT: Yes, ma'am.

4 MS. MOORE: She did not serve me properly.

5 THE COURT: Okay. Ms. Cloud, do you disagree with  
6 that?

7 MS. CLOUD: I do.

8 THE COURT: All right. Let me see. The motion to --  
9 how did she not serve you properly with the motion to  
10 dismiss?

11 MS. MOORE: She didn't send anything -- well, she sent  
12 the notice of hearing by certified mail, but none of the  
13 other stuff, maybe one other thing by certified mail. But I  
14 don't see no affidavits or anything. She -- what she did  
15 was file electronically, and she put on the electronic thing  
16 putting in the mail, but --

17 THE COURT: Okay. All right. Well, I'll look at that  
18 when I review everything --

19 MS. MOORE: Okay.

20 THE COURT: -- and your position is contained in the  
21 record of the case, and I'll deal with it as we can go.  
22 Okay?

23 MS. CLOUD: Yes, Your Honor. And I --

24 THE COURT: All right. I'll hear from you then, Ms.  
25 Cloud.

1 MS. CLOUD: And then just on that, I have return  
2 receipts and the certified, so -- but --

3 THE COURT: All right. I'll look at it.

4 MS. CLOUD: Yes, Your Honor.

5 THE COURT: Yes, ma'am?

6 MS. CLOUD: All right. So Jennifer Cloud for the  
7 defendant. If it may please the Court?

8 THE COURT: Yes, ma'am.

9 MS. CLOUD: So this is the defendant's motion to  
10 dismiss. And so just very briefly, the facts of this case  
11 all hinge around breach of contract. So there have been two  
12 real estate contracts entered into, one promissory note, and  
13 there is a disputed addendum, which we won't bring up in  
14 this hearing. It's a seller financing transaction, and so  
15 the promissory note was seller financing, and so we are  
16 bringing a 12B6, and a 12B7 action. As you said, I will  
17 just kind of hit each action in our argument very briefly,  
18 and if you would like a little bit more explanation on any  
19 argument please just let me know.

20 THE COURT: Sure.

21 MS. CLOUD: So the first cause of action is under --  
22 they're alleging a violation of South Carolina Unfair Trade  
23 Practices Act. Case law has well settled that a breach of  
24 contract will not fall under this cause of action. Also,  
25 you must establish that there was an adverse impact on the

1 public interest. That is not here, it's a breach of  
2 contract claim in its heart, the -- of that cause of action,  
3 it's not here. There's no facts remotely to allege that.  
4 The next is a breach of contract in the amended complaint by  
5 the defendant (sic.) She states that the defendant breached  
6 the contract by failing to get bond for title. The  
7 plaintiff fails to identify what the contract is. She has  
8 it capitalized but it's not defined in any of her pleadings,  
9 so I'm -- we're not sure what contract she's saying is  
10 breached. There also is no supporting exhibits to show that  
11 anywhere says that she must get a bond for title, that the  
12 defendant must get a bond for title. And so, one, she has  
13 not alleged for facts for the existence of a contract, and  
14 so without that you can't really show a breach. She also  
15 has shown no damages, so there's no fact relating to any  
16 damages. For the third cause of action, which is breach of  
17 contract accompanied by a fraudulent act, again, we would  
18 state that she has not shown the existence of a contract,  
19 and/or she has not stated which contract she believed is  
20 breached. But as for this one under Rule 9B for anything  
21 with fraud you must plead it with particularity. The only  
22 alleged fact for particularity under this is in the amended  
23 complaint she states defendant breached the contract by  
24 failing and/or refusing to perform contractual duties.  
25 There is nothing at all alleging a fraud -- yeah, a

1 fraudulent act or anything of that nature. So we --

2 THE COURT: Well, let me ask you this, I don't want to  
3 steal the thunder from her argument, but I'm sure her  
4 argument is going to be something similar to this, I mean, a  
5 motion to dismiss, I simply look at the four corners of the  
6 paper. Isn't the four corners of the paper her pleadings,  
7 her amended pleadings, sufficient enough to get her past a  
8 hurdle of a motion to dismiss? Doesn't she have a --  
9 assuming her claims are true, which on a motion to dismiss I  
10 give her the benefit of the doubt, assuming that is true, is  
11 there a justiciable controversy that the plaintiff may be  
12 entitled to if she's allowed to pursue her case?  
13 Understanding you have -- you and your client have the right  
14 to ultimately seek summary judgment, or get dismissal at a  
15 later time, but is there enough in her complaint that would  
16 survive a motion to dismiss?

17 MS. CLOUD: And, Your Honor, I don't believe so, not  
18 for some of these --

19 THE COURT: All right. Tell me why.

20 MS. CLOUD: Not for some of these cause of actions.  
21 The unfair trade practices, she alleges zero facts for that.  
22 She -- there is zero facts for negligent and emotional  
23 distress. There are zero facts for invasion of privacy.  
24 She doesn't even -- she says invasion of privacy is one big  
25 act, she doesn't --

1 THE COURT: So SCUTPA, emotional distress, invasion of  
2 privacy. What else?

3 MS. CLOUD: Negligence.

4 THE COURT: And this is a breach of contract action,  
5 not a negligence action.

6 MS. CLOUD: Yes, Your Honor.

7 THE COURT: Okay. What does she allege was -- I'm  
8 just -- I'm going to read everything, but what do you  
9 believe she fails to allege which would sustain her  
10 negligence action?

11 MS. CLOUD: A fiduciary duty to start, and then the  
12 breach of that duty.

13 THE COURT: Okay.

14 MS. CLOUD: South Carolina has stated that there is not  
15 a duty between a creditor or debtor, mortgage servicing  
16 debtor, or between third parties who relationships arise  
17 through a lender or debtor, so there's no fiduciary duty  
18 there even if there was no breach. And she's also done  
19 gross negligence, so, of course, we would have the same  
20 exact argument. And then intentional infliction of  
21 emotional distress, the no reasonable man standard to endure  
22 it. No facts whatsoever that there's any type of damages  
23 like that. So -- and then let's see, the last infliction of  
24 emotional distress. So, Your Honor, we would --

25 THE COURT: All right. How many causes of action are

1 there?

2 MS. CLOUD: Eight.

3 THE COURT: All right. So negligent infliction of  
4 emotional distress. You believe that if this case proceeds  
5 it should only be on a breach of contract action.

6 MS. CLOUD: Yes, Your Honor.

7 THE COURT: And so you've alleged, one, two, three --  
8 SCUTPA, emotional distress, invasion of privacy, negligence,  
9 gross negligence, intentional infliction of emotional  
10 distress, and negligent infliction of emotional distress,  
11 that's a part of negligence, those seven should be  
12 dismissed, and this case should just focus on the alleged  
13 breach of contract.

14 MS. CLOUD: Yes, Your Honor.

15 THE COURT: Okay. And did she sue for breach of  
16 contract accompanied by a fraudulent act?

17 MS. CLOUD: I'm sorry?

18 THE COURT: Did she sue for breach of contract  
19 accompanied by a fraudulent act --

20 MS. CLOUD: She has, yes.

21 THE COURT: -- as well? All right. So that -- okay.

22 MS. CLOUD: And we're arguing that there is -- she did  
23 not plead with particularity.

24 THE COURT: Sure. So breach of K, and breach of K -- K  
25 is the initials you learned for contract, that's all that

1 means. Breach of K, and breach of K with fraudulent intent.  
2 Anything else?

3 MS. CLOUD: Well then, Your Honor, we do have a 12B7  
4 motion on all of the contracts and the promissory note.  
5 There is an Alexis Moore, and the plaintiff has failed to  
6 join her in any in the action, and she refuses to join her.

7 THE COURT: Okay. Thank you, ma'am.

8 MS. CLOUD: Thank you, Your Honor.

9 THE COURT: All right. Thank you, Ms. Cloud. All  
10 right. Let me hear from you then, Ms. Moore. And, again,  
11 you can just stay right where you are.

12 MS. MOORE: Thank you, Your Honor.

13 THE COURT: Yes, ma'am.

14 MS. MOORE: This is Alexis Moore just so you know, this  
15 is my daughter.

16 THE COURT: Okay. All right.

17 MS. MOORE: She is a cosigner to the contract, not a  
18 co-borrower.

19 THE COURT: Okay.

20 MS. MOORE: So with that being said, they were saying  
21 she really did not have to be joined to the contract being a  
22 cosigner. And on top of that, no communication from the  
23 conception, the eight years of this contract, has ever been  
24 sent to her other than the letter that Jennifer Cloud sent  
25 trying to extort --

1 MS. CLOUD: Objection. I'm not extorting anybody --

2 MS. MOORE: Trying to get me to pay. Okay.

3 THE COURT: That's a better way of describing it. Go  
4 ahead.

5 MS. MOORE: Get me to pay \$90,000 more for my house or  
6 put me out.

7 THE COURT: So this is an owner financed house, is that  
8 what it is?

9 MS. MOORE: It's an owner financed house. But in my  
10 research I now understand why they were trying to say that  
11 she wasn't a mortgage lender because of the Dodd-Frank Act,  
12 because that house actually still had a mortgage on it and  
13 she should not have financed it that way.

14 THE COURT: Okay.

15 MS. MOORE: And they're trying to put on the  
16 paperwork -- I want to submit this to you -- they're trying  
17 to put on the paperwork that the house is valued at  
18 \$290,000. This will show you that this house is valued at  
19 almost \$500,000.

20 THE COURT: Okay. Mr. Deputy, hand that to Ms. Cloud  
21 just for the purpose of this hearing. Any objection to me  
22 looking at that, Ms. Cloud?

23 MS. CLOUD: No objection.

24 THE COURT: Hang on one moment. Okay. Hand that up to  
25 me. Yes, ma'am?

1 MS. MOORE: But I also had it -- did a market analysis  
2 on it as well. So in her motion to dismiss I notice she  
3 didn't put a lot of it in the memorandum of law, which I  
4 didn't get a chance to respond to because it came late and I  
5 didn't have the time to respond before coming here.

6 THE COURT: Yes, ma'am.

7 MS. MOORE: But she had put on there the court is the  
8 wrong jurisdiction, but it is the right jurisdiction. And  
9 based on further research it's now understandable that the  
10 defendant should have been -- should not have entered into  
11 the bank, which I just told you about, nevermind that. What  
12 she omitted in the memorandum of law was where she had said  
13 in her pleading -- in her argument that there was no  
14 contract -- well, that she alleged that I committed fraud by  
15 signing the defendant's name to this addendum that they're  
16 trying not to acknowledge, she included all of the contracts  
17 but not the addendum in her paperwork, and there was a  
18 verbiage in there that sounded like they were trying to  
19 accuse me of fraudulently signing this document. So this is  
20 another thing -- I'll give you all of these things --

21 THE COURT: Okay.

22 MS. MOORE: -- that I want to submit. But this is the  
23 paperwork. Her husband is deceased now and that's who we  
24 did all of the paperwork through. But this is the paperwork  
25 inclusive --

1 THE COURT: Whose husband is deceased?

2 MS. MOORE: The -- Ms. Giesler's husband is deceased.

3 THE COURT: Okay. Got it. Okay.

4 MS. MOORE: And everything initially went through him,  
5 all contracts. We were trying to get a bond for title but  
6 the county said that we couldn't do it unless -- well, it's  
7 all in here.

8 THE COURT: I'll look at all of that stuff.

9 MS. MOORE: Okay. As well as there was a portion in  
10 there that was talking about where she had given out my  
11 personal information, and then they came back and said that  
12 I was aware of who Mike Furlick (phonetically) was. But in  
13 the communications that I initially got from her --

14 THE COURT: Thank you, ma'am.

15 MS. MOORE: -- in the communications that I initially  
16 got from her she said that she had talked with her real  
17 estate attorney, and it was my assumption when I responded  
18 that I was responding to her attorney, not to just some  
19 strange person that she had given -- or now I know it's her  
20 dad, that she had given all of my personal information about  
21 the contract to. So I don't want to waste your time,  
22 because I know this has been --

23 THE COURT: You're not wasting my time, ma'am. This  
24 case is important to you, and I take everything I do very  
25 seriously, and I'm going to read -- I saw -- you sent in a

1 response at the end of June, I'm going to read through all  
2 of that. I'm going to read through everything.

3 MS. MOORE: Thank you. Now, she was saying that she  
4 had no obligation to send me any kind of statements. I was  
5 trying to get the loan transferred to my -- get it  
6 refinanced, and she refused to give me the documentation  
7 that I needed in order to get the loan refinanced. I asked  
8 her -- I'm not going to give you this, but she said that she  
9 was constantly communicating with me. This is how much I  
10 emailed her daily, two, three, four times a day trying to  
11 get the documentation, because you cannot get a mortgage  
12 loan without the documentation over the last eight years  
13 that I've been paying her, but she did not give me that.  
14 But I do have the documentation. I'm up 2:00, 3:00 in the  
15 morning because I'm so stressed out about what she's trying  
16 to do. So looking at the Consumer Financial Protection  
17 Bureau, 1026541, it says that she is supposed to give me  
18 periodic statements of my mortgage, you know, and things  
19 like that, but she never did that even after requested. And  
20 I told you about her posting the threat, you know, sending  
21 me the mail and email, and having her attorney follow  
22 through with the threat of -- well, with the what -- however  
23 you want to word it, paying her \$89,000 over the agreed upon  
24 contract.

25 THE COURT: How much do you think is left owed under

1 the contract?

2 MS. MOORE: I think it's around 240 that's owed on the  
3 contract. So -- and I sent her an email, and I'm like: Why  
4 would I pay you \$100,000 pretty much over --

5 THE COURT: How much do you believe you've paid?

6 MS. MOORE: That is part of -- in the paperwork that I  
7 sent.

8 THE COURT: I know it is, I'm just -- I'm asking  
9 just --

10 MS. MOORE: I want to say that I have paid like  
11 170,000.

12 THE COURT: All right. So the contract -- the contract  
13 sales price was 240?

14 MS. MOORE: The contract sales price was 260.

15 THE COURT: 250.

16 MS. MOORE: 260.

17 THE COURT: 260. You've paid 140 approximately.

18 MS. MOORE: Well, that was me calculating everything  
19 that I've paid over --

20 THE COURT: Again, I'm not holding you to these  
21 numbers. These are all things -- this lawsuit just started  
22 so I'm just trying to get an approximation in my head of,  
23 you know, what we're taking about here.

24 MS. MOORE: Yeah. I want to say when I calculated what  
25 I put into it, I want to say it all came up with -- maybe

1 it's 100 and something. I'm sorry, my mind is just going --

2 THE COURT: I know. I'm not holding you to anything.

3 MS. MOORE: Okay. But I guess at this point -- and  
4 she's saying that I need to, like I said, pay more money or  
5 she was going to put me out of the house without the proper  
6 procedure.

7 THE COURT: Has she filed a foreclosure action?

8 MS. MOORE: Nuh-uh, she hasn't filed any foreclosure  
9 actions. Because the payment -- what's in question right  
10 now is the taxes --

11 THE COURT: Sure.

12 MS. MOORE: -- on the house.

13 THE COURT: Who has always paid the taxes on the house?

14 MS. MOORE: Well, this is -- when we signed the  
15 agreement I was supposed to pay the taxes. This is where  
16 that bond for title came in --

17 THE COURT: Right.

18 MS. MOORE: -- and the communications with Matt.  
19 Because the agreement was that the taxes would be paid in my  
20 name so that I would not be paying renter's taxes, I would  
21 be paying owner occupied.

22 THE COURT: So who owns the deed to the house? Who  
23 owns the deed to the --

24 MS. MOORE: She does. She still has the deed.

25 THE COURT: This sounds to me like a rent to own type

1 situation.

2 MS. MOORE: Right. But she didn't do it as a rent to  
3 own.

4 THE COURT: Okay.

5 MS. MOORE: She did it --

6 MS. CLOUD: Your Honor --

7 THE COURT: Hang on. I'm just -- again, I'm not  
8 holding y'all to either thing, I'm just -- I want to make  
9 sure I understand the general idea before I start reading  
10 through all of this stuff.

11 MS. MOORE: Okay. Yeah --

12 THE COURT: I'm going to come back to you, Ms. Cloud.

13 MS. MOORE: Okay. So it wasn't done as a rent to own,  
14 it was done as a mortgage with a -- the interest rate went  
15 up after five years.

16 THE COURT: Sure.

17 MS. MOORE: Okay. So it started off as -- she did it  
18 like a -- they did it, Matt and her, did it like a 40 year  
19 mortgage. Okay. And then after five years the interest  
20 rate went up, so I am paying the higher interest rate. So  
21 the question about the taxes, Matt had made an agreement  
22 with me, and that's where I need to know if that email  
23 validates the agreement that he made with me because of the  
24 context of the email. Because he said that I would only  
25 have to pay half of the taxes since he couldn't do the bond

1 for type --

2 THE COURT: Got you.

3 MS. MOORE: Okay. So he made an agreement, she refuses  
4 to honor that agreement and she's saying because it's not a  
5 part of the signed contract.

6 THE COURT: How long ago did Mr. Giesler become  
7 deceased?

8 MS. CLOUD: 2017/2018.

9 THE COURT: 2017 -- so she inherited the property as  
10 his surviving spouse, and that's who y'all have been dealing  
11 with now since the past six years.

12 MS. MOORE: And when we say dealing with, she has never  
13 talked to me on the phone.

14 THE COURT: All right. Well, let me kind of cut to the  
15 chase here for the purpose of this hearing, and I don't want  
16 to -- you know, again, I'm going to read through everything.

17 MS. MOORE: Okay.

18 THE COURT: This lawsuit has just started, it's a  
19 motion to dismiss. First of all, anything in response to  
20 what she's told me in support of your motion to dismiss  
21 briefly?

22 MS. CLOUD: Well, Your Honor, there is no mortgage.

23 THE COURT: I'm sorry.

24 MS. CLOUD: There is no mortgage, so --

25 THE COURT: Okay. That's your position in the

1 paperwork, and I'm going to read through all of this. All  
2 right. Let me just say this, and I'm sure you've probably  
3 gone down this route -- hang on a second.

4 MS. CLOUD: Okay.

5 THE COURT: Let me say it and I'm sure you're probably  
6 going to go down this route. Y'all are at -- I'm not saying  
7 you won't be ultimately successful, I don't know what I'm  
8 going to do because I've got to read through everything, but  
9 y'all are at a distinct disadvantage when you're not a  
10 lawyer. Okay? I 100 percent recommend you hire an attorney  
11 to represent y'all's interest in this case. Okay?

12 MS. MOORE: Okay.

13 THE COURT: Your lawsuit, without ruling on whether  
14 it's going to keep going forward or not, or whether -- I  
15 mean, certainly your paperwork -- did you find that stuff on  
16 line, or did you --

17 MS. MOORE: I got it all.

18 THE COURT: What I'm getting at is --

19 MS. MOORE: And I have the law cited, too.

20 THE COURT: Sure. And there's a lot of allegations  
21 made, there's a lot of -- there's a lot of causes of action  
22 made. Okay? But, of course, this is a court of law first  
23 and foremost, but it's also a court that has to protect  
24 people's rights. Okay? And so obviously that's why we have  
25 court because there's a lot of he said/she said going back

1 and forth, and y'all get all of that. Okay? But I'm going  
2 to decipher through all of this, go through everything and  
3 figure out what if any of your causes of action should  
4 remain as a matter of law based upon the arguments  
5 presented. Okay? I don't know what I'm going to do yet.  
6 In the meantime I urge you, and I'm sure Ms. Cloud here  
7 would agree, not saying you're not easy to deal with, but  
8 it's a lot easier to deal with a lawyer on the other side,  
9 because that lawyer is not personally invested in it,  
10 doesn't have the emotions attached to it like you I do.  
11 This is your home, I get it, I understand. Okay? That's  
12 why you need to have a lawyer to kind of put that to the  
13 side and let's get down to the business and the heart of the  
14 matter really. Okay? So I'm not saying you're claim is  
15 defeated at this point in time because I don't know, I  
16 haven't made any decision yet, I just -- moving forward from  
17 today I urge you to consider getting an attorney. There's  
18 plenty of good attorneys in this area. If you don't want to  
19 be in Lancaster County because, you know, you don't want to  
20 be in Lancaster, there's plenty of good lawyers in Chester,  
21 plenty of good lawyers over in York. In fact, there's three  
22 of them right behind you right there. Okay? And so I would  
23 urge you to consider doing that. Okay? I'm not making you  
24 do that, I just think you should do that. Okay? Anything  
25 else for the purpose of this hearing?

1 MS. CLOUD: No, Your Honor.

2 THE COURT: All right. Anything else for the purpose  
3 of this hearing?

4 MS. MOORE: Yes. She said I don't have a mortgage, but  
5 they provide me with a 1098 every year showing me the  
6 mortgage payment and interest.

7 THE COURT: Right. See, you know, that may be an issue  
8 of fact, I don't know. And you know what I mean when I say  
9 that, I don't know. But let's see where this thing goes.  
10 Okay? I'm just trying to move the case forward. But I'm  
11 going to look through all of these legal issues, make a  
12 decision as to the legal issues, but I want you to get a  
13 lawyer. Okay?

14 MS. MOORE: That sounds good.

15 THE COURT: All right, thank you. Everything else  
16 good? All right. Y'all have a great day. We are -- I'm  
17 taking this matter under advisement and I'll issue a  
18 decision forthwith.

19 (End of the hearing.)

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1 I, the undersigned, Michael C. Watkins,  
2 Certified Court Reporter, do hereby certify that the  
3 foregoing is a transcript of the hearing in  
4 Lancaster County on July 24, 2023.

5 I further certify that I am not of counsel, nor  
6 interest to any party hereto.

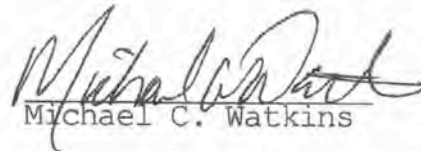
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May 24, 2024

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Michael C. Watkins

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Court Reporter

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STATE OF SOUTH CAROLINA  
COURT OF COMMON PLEAS  
COUNTY OF LANCASTER  
2023-CP-29-00493

Roberta Moore

Vs.

Rebecca Giesler

Lancaster, South Carolina

February 12, 2024

Before the Honorable Brian Gibbons

APPEARANCES

For the Plaintiff: Pro Se

For the Defendant: Jennifer Cloud

Reported by: Michael C. Watkins

Certified Court Reporter

1 THE COURT: All right. The final civil matter to be  
2 heard this morning is a motion for summary judgment on a  
3 23-CP-29-493, Roberta Moore versus Rebecca Giesler. All  
4 right. And, Ms. Cloud, you represent Ms. Giesler, and it's  
5 your motion.

6 MS. CLOUD: Yes, Your Honor.

7 THE COURT: All right. There you are.

8 MS. CLOUD: May it please the Court? This motion for  
9 summary judgment is based upon the plaintiff's failure to  
10 answer our discovery requests, specifically our request for  
11 admissions. The discovery request was sent to the defendant  
12 on September 29th, and we have not gotten any response  
13 whatsoever, whether it be request for admissions for an  
14 answer to your interrogatories -- excuse me -- or a request  
15 for production.

16 THE COURT: That's on the two remaining causes of  
17 action, the breach of contract, and the breach of contract  
18 accompanied by a fraudulent act.

19 MS. CLOUD: Yes, Your Honor.

20 THE COURT: That's the ones that I left in. I'm  
21 catching up on it while I'm listening to you. Go ahead.

22 MS. CLOUD: Yes, Your Honor, that's correct.

23 THE COURT: Okay. Go ahead. Followed up after I  
24 issued an order on that, that's when you commenced discovery  
25 on those causes of action, or further discovery on those

1 causes of action, and you're stating that Ms. Moore has not  
2 replied to your request for admissions so they're deemed  
3 admitted, meaning that essentially it's a judgment on the  
4 pleadings converted to a summary judgment motion.

5 MS. CLOUD: Yes, Your Honor.

6 THE COURT: All right. Anything else on that? Because  
7 I'm going to take it under advisement and read and review  
8 everything.

9 MS. CLOUD: No, Your Honor. The only other thing is  
10 that there was a 12B7 with our 12B6 that was not decided,  
11 and there are just two parties to the contract that -- and  
12 so since this is a dispositive motion we will have a damages  
13 hearing afterwards if needed, but I would just like to  
14 resolve the issue of whether the plaintiff would put on the  
15 record that she would be solely liable under the contract if  
16 that is what she wishes, or whether we can add that other  
17 party since there were two parties to the contract.

18 THE COURT: Okay.

19 MS. CLOUD: But nothing further.

20 THE COURT: All right. Thank you very much, Ms. Cloud.  
21 All right, Ms. Moore, I'll be glad to hear from you. Good  
22 seeing you again.

23 MS. MOORE: Good seeing you.

24 THE COURT: How you been?

25 MS. MOORE: I'm doing okay.

1 THE COURT: Yes, ma'am.

2 MS. MOORE: I did take your advice about trying to find  
3 an attorney.

4 THE COURT: Yes, ma'am.

5 MS. MOORE: I went back to the one that I initially  
6 talked to that I retained, but he had kind of backed out on  
7 me because I asked too many questions, so -- but I did not  
8 respond to that, because whenever you read -- started  
9 reading that it was my -- she put my name at the top, then  
10 she put Alexis Moore in the body of it as the plaintiff the  
11 first sentence. And then she said factual context or  
12 whatever, factual background, she only put part of the  
13 contracts in there. She didn't put all of the contracts in  
14 there, she only put two. She added the addendums and all  
15 the other things that was attached to the initial case, so  
16 she only put part of that. Then she also put -- and I  
17 probably should have responded to that, but she also put in  
18 there that -- what am I trying to say? She also put in  
19 there the contract ended on August 20th, but there is a part  
20 of that contract that is kind of like a balloon payment,  
21 that after that time frame, after the 20th of -- that time  
22 frame, it goes to a different interest rate and it goes to a  
23 higher payment. She's only put part of the facts. The  
24 other piece was there's something on public index that she  
25 filed that she never sent to me. Okay? There's something

1 on the 15th of November that I never received. And then the  
2 other part, I don't know what she's doing with how she's  
3 sending this information out to me, of course it's not  
4 coming certified for me to sign for. One piece ended up in  
5 Washington or somewhere, but she's putting on the public  
6 index that these things are being served to me. So I don't  
7 know how that works as far as the service piece of it. I  
8 would -- everything that I've sent out and I've noted as  
9 served I wait until they actually get it, because you're not  
10 really served until it's actually delivered or served upon  
11 you. But she's putting it on there as sticking it in the  
12 regular mail, so I do have the response to what she said.  
13 But there's just a lot of facts that she's not -- that she's  
14 kind of knocking out, so I do want the case to continue.

15 THE COURT: All right. Thank you, ma'am. Coming back  
16 then, Ms. Cloud, when were the requests for admission served  
17 on Ms. Moore?

18 MS. CLOUD: Your Honor, they were sent out  
19 September 26th, and they were received by the defendant on  
20 September 29th. Also I just want to say for the record, I'm  
21 not exactly positive what Ms. Moore was referring, there's  
22 no factual background and/or any other facts listed in my  
23 first set of discovery. And I can provide the Court --  
24 Exhibit B actually to the memorandum is the tracking.

25 THE COURT: Okay.

1 MS. CLOUD: Yes, Your Honor. That shows when it was  
2 delivered. And I can show any and all proof of delivery  
3 item filed with the public index if you wished.

4 THE COURT: All right. Anything else from you, Ms.  
5 Moore?

6 MS. MOORE: Yes. I would like for her to provide  
7 the -- I don't even know what it was for 11/15 that I was  
8 supposed to receive but I did not get it. And I do have  
9 tracking information as well. Like one thing she mailed out  
10 on January the 8th, I got it on January 17th from Rock Hill  
11 to Indian Land, so --

12 THE COURT: That was the notice of hearing, I guess?

13 MS. MOORE: Yeah. I guess that -- that one was a  
14 notice of hearing. But like I said, whatever she mailed  
15 out, or whatever she put -- and I didn't even see it on  
16 public index. I couldn't even see whatever it was from  
17 11/15, I don't know what that was, but I didn't receive it.

18 THE COURT: Okay. Well, let me do this like I did  
19 before, I'm going to take it under advisement because I've  
20 got to read through everything and consider the legal  
21 arguments made, and I'll decide this case based on the law  
22 and my review of all the documents. And, you know, I'm  
23 aware of what I previously ruled, I'm aware of what causes  
24 of action remain and we'll see where it goes. Okay?

25 MS. MOORE: Can I submit these? Can I give these to

1 her? Or it's too late.

2 THE COURT: Yes. You can go ahead and give that to  
3 her.

4 MS. MOORE: Okay. And can I give one to the Court to  
5 file?

6 THE COURT: You can give that to the -- yes. You can  
7 give that to the clerk. I'm not saying it will be accepted.  
8 I mean, the clerk will make it part of the public index, but  
9 I'm going to consider the record before me on whatever  
10 decision I make. Okay? All right.

11 MS. MOORE: Can we also make sure we consider the  
12 addendum that she did not include in this information?

13 THE COURT: Yes, ma'am. I'm going to consider all of  
14 that.

15 MS. MOORE: Thank you so much.

16 THE COURT: Thank you so much. Good seeing y'all  
17 again, take care. Ms. Cloud, take care. I'm going to take  
18 the matter under advisement.

19 (End of the hearing.)


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22  
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25

1 I, the undersigned, Michael C. Watkins,  
2 Certified Court Reporter, do hereby certify that the  
3 foregoing is a transcript of the hearing in  
4 Lancaster County on February 12, 2024.

5 I further certify that I am not of counsel, nor  
6 interest to any party hereto.

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May 24, 2024

  
Michael C. Watkins

Court Reporter

**RECEIVED**  
Jun 04 2024  
SC Court of Appeals

Lynn,

I have taken time to review the last 2 years of payments and see there have been a dozen missed/late/short payments over that time. For example, no payments made in July 2021, November 2021, May 2022, August 2022, September 2022, December 2022, January 2023. And then there are the late payments and missing tax payments.

I was not contacted by you to pursue working out a payment plan for the arrears or creating a new agreement. According to the signed 'Promissory Note for Sale' document, item #6.B, I am well within my legal rights to foreclose the property and have you vacate. I have spoken with my attorney and will have them start the necessary paperwork to begin the foreclosure process if a new agreement is not made as stated in Item #3 of the same document.

I believe we should move forward on a **new sales agreement for \$349,999**. House will be sold as is. This will cover all your arrears and the outstanding principal. The March 15<sup>th</sup> closing date is acceptable to me.

Please advise by February 3<sup>rd</sup> whether this agreement is acceptable, so we can all move forward. This written notice has also been sent by certified mail.

Rebecca Giesler  
803-992-6138

February 3, 2023

Rebecca Giesler  
742 Pela Vista Court  
Fort Mill, SC 29715

Dear Becky,

I am glad we had the opportunity to communicate through text on Thursday but I do feel the need to just reiterate my intentions through this letter since your response to my e-mails and texts have lessened since we talked about the addendum to the sales contract that was signed. As per your request, I did send over the copy via text of the addendum that we all signed when you requested it on Thursday.

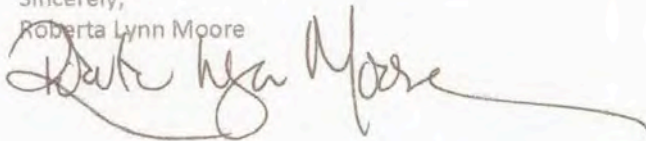
I know you already know I tried to reach out to you multiple times with no response for several days. I am not sure why there was a sudden lack of response but I feel a need to put in writing the next steps for the house. As I indicated in my e-mail and through all of our text messages, I have already completed paperwork for SC Homeowner Rescue Program to pay all the arrears which is all-inclusive through February. As I told you, they would be contacting you to finalize that payment. They also need a copy of the payment register as well that I indicated was needed for my mortgage purpose. THIS IS PERTINENT AND I AM REQUESTING THAT YOU SEND ME A COPY OF THAT BY WEDNESDAY, FEBRUARY 8<sup>TH</sup>, SO THAT I CAN PROCEED WITH THE STEPS I NEED TO TAKE TO GET THE MORTGAGE TRANSFERRED OUT OF YOUR NAME. Any delay in you getting this to me delays my timeline in getting the necessary approvals that I need to honor the agreement we made on January 25<sup>th</sup>. As per our text conversation on January 25<sup>th</sup> (in which you agreed), the arrears are to be paid by the end of February with the house being closed and out of your name by the 15<sup>th</sup> of March. That is the goal and my intent to do that but the paperwork I requested from you needs to be provided to me so that all of that can happen.

As long as we have the necessary paperwork by Wednesday, we should be well able to get all of the necessary approvals done and the house closed on time. If for any reason that is not the case after we have everything we need from you, we will then exercise our right to sell the home as indicated in the addendum that I sent over to you under "Timeline Of Foreclosure", Part 2, section C where the property would be sold at market value, the balance of my mortgage contract with you will be paid along with any outstanding balance and THE REMAINING BALANCE WOULD COME TO ME as outlined in the agreement that we all signed on December 8<sup>th</sup>, 2016.

I requested a copy of my payment register from you. The last one I have is from Matt. Again that is pertinent in me doing what I need to do to release you and to keep us from having to take other steps.

Thank you in advance for getting me the necessary paperwork so that we can close on the home as agreed.

Sincerely,  
Roberta Lynn Moore

A handwritten signature in black ink that reads "Roberta Lynn Moore". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

February 25, 2023

Rebecca Giesler  
742 Pela Vista Court  
Fort Mill, SC 29715

Dear Becky,

As you can see, all of my mortgage payments are up-to-date including my payment for March which now has to be made because of your failure to provide me with the legal documents I have requested from you over and over during the month of February in order for me to get loan approvals. It is very evident at this point that this has been intentional on your part. I have requested corrected payment registers on multiple occasions along with corrected tax information in accordance to the agreement that Matt made with me on being responsible for only half of the tax payment per year.

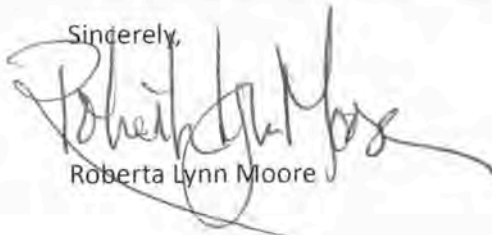
Based on your failure to provide me with the legal documents that you are obligated to give within a set timeframe of request, you have hindered my loan process. It appears that we may have to get legal intervention on the tax payments which also gives us the opportunity to get legal counsel on the other issues that have occurred over the last 30 days in regards to you trying to extort money out of me by trying to give me an ultimatum to tear up my contract and sign a new contract or else you would foreclose. The issues with you sharing my personal information with outside sources. The issues with you failing to provide me with my payment register and corrected amortization information as requested almost every day throughout the month of February. Again, it is very evident that you were trying to push me to the point of foreclosure by not providing me with the information I requested even after I shared with you the purpose for which it was needed. My payments are now up-to-date other than the discrepancy in the tax payment which will be paid at closing based on legal intervention if necessary. Until that time we will remain under our current signed contract. If by chance the withholding of information continues, I will exercise my legal rights.

As I mentioned to you earlier this week, I have still not gotten my tax document which should have been given to me by January 31<sup>st</sup>. Again, as I mentioned in my e-mail in response to your e-mail saying you have taxes to claim on this house. You are not legally able to do that. You have resided in this residence 0% of the time and the house is financed to me by you.

There are many things here you have done that are not legally ethical. Please provide me with the information I have requested from you so that each of us can move forward respectfully. Again, I am hereby requesting my corrected amortization statements, my loan payoff (based on our signed contract), my corrected payment register, and my tax document.

**\*\*\*PLEASE NOTE AT NO TIME WAS I MAILED A FORECLOSURE DOCUMENT IN ALIGNMENT WITH THE SIGNED MORTGAGE CONTRACT WHICH WOULD INCLUDE AMOUNT DUE AND MY BALANCE OF MY LOAN ALONG WITH OTHER INFORMATION AS NOTED IN CONTRACT. SO MY LOAN IS NOT IN JEOPARDY OF FORECLOSURE. SO AT THIS POINT, YOU HAVE NO LEGAL RIGHTS TO FORECLOSE ON MY HOME. I DID HOWEVER RECEIVE AN EXTORTION DOCUMENT WHICH WAS WRITTEN AS AN ULTIMATUM TO GIVE YOU MORE THAN \$120,000 MORE THAN WHAT IS DUE ON MY LOAN.**

Sincerely,



Roberta Lynn Moore



Thursday, March 13, 2023

**VIA USPS CERTIFIED MAIL**

Roberta Lynn Moore & Alexis Moore  
3194 Pine Bluff Way  
Fort Mill, SC 29707

**RE: Breach of Note- Failure to Pay Property Taxes and Failure to Secure Lending**

Ms. Roberta Moore and Alexis Moore,

Please be advised that Rebecca Giesler has retained my firm to represent her interests in the property located at 3194 Pine Bluff Way, Fort Mill, SC 29707. I have been provided with the following: a copy of the "Agreement to Buy and Sell Real Estate Residential" dated July 24, 2015, and executed on July 27, 2015; a copy of the "Real Estate Contract of Sale" dated and executed July 27, 2015; a copy of the "Promissory Note for Sale" dated and executed July 28, 2015; and a copy of the "Addendum to Prior Contracts" executed December 8, 2016.

Please be further advised that pursuant to the Promissory Note, you are liable for the property taxes to be paid. The only exception to this was that it was agreed upon that Mr. and Mrs. Giesler would pay up to \$2000.00 towards the tax bill received at the end of 2015. Currently, property taxes are in arrears from the year 2017 to present. Said breach gives Ms. Giesler the right to accelerate the loan and make it immediately due and payable.

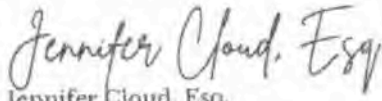
Also, it was brought to my attention that a mortgage was never executed between the parties to this transaction. As such, there is no way for a foreclosure to be initiated as a promissory note cannot be foreclosed upon. The proper remedy under a default of a promissory note is a breach of contract claim requesting damages.

My client has authorized me to convey two options to you before filing a lawsuit: (1) pending the **TIMELY** April 10<sup>th</sup> payment **AND** obtaining a secured loan for \$349,00.00 on or before May 1, 2023. Ms. Giesler will convey title to the property to you; or (2) you will need to vacate the property by May 1, 2023.

Should you fail to secure financing by that date, fail to make the April 10<sup>th</sup> payment, or fail to vacate the premise by May 1, 2023, or any combination of default, I have been instructed to immediately file suit for all damages and possession under the promissory note.

This demand serves as official notice to you and may not be tendered in court as evidence. This letter is not an exhaustive list of remedies available to my client and does not limit my client in any way moving forward in legal proceedings.

Thank you for your cooperation and prompt attention to this matter.

  
Jennifer Cloud, Esq.

Jennifer Cloud  
Attorney at Law in NC & SC  
The Cloud Law Firm  
803-693-5721  
jennifer@cloudlawsc.com

April 10, 2023

Rebecca Giesler  
742 Pela Vista Court  
Fort Mill, SC 29715

Dear Rebecca,

Thank you for your e-mail dated March 5, 2023 indicating that all of my mortgage payments are up-to-date and indicating my monthly payment and the due date being due the first of the month. You also indicated in your e-mail to me about the tax payments being outstanding but of course that is because of two issues. The first issue being your failure to provide me with the documentation I requested from you on multiple occasions (sometimes more than once a day) and of course the other issue being the taxes have not been adjusted as per the agreement with Matt, the final amount due cannot be determined and the financing cannot be secured without this information being correct. Not to mention as I indicated on the attachment on my e-mail to you on February 28, 2023, which is the copy of the certified letter that I sent you that you failed to sign for even though I e-mailed you a copy of it (and also mailed another copy to you via regular mail), the financing along with what would have been a payment for the back taxes was hindered by your intentional withholding of the documents that I requested from you that were necessary for the securing of the financing along with my 1098 form that should have been given to me by mid-February but was not.

As of today, I still have not gotten the corrected tax amount from you and I am formally disputing (again) what you are saying I owe based on what Matt indicated would be the payment amount for the taxes. Once that is determined (if necessary by court process), I can then proceed with what I need to do. Until that time, as you said in your e-mail to me, the house payment of \$2,145.21 will be deposited as per our contract on the 1<sup>st</sup> of the month (being late after 10 calendar days).

Please note that this is nothing new concerning my dispute of the tax amount and it has been in question for a while as per all of our written documentation over the last few months and this amount could not be paid along with the other monies because as I have told you multiple times in writing that this is incorrect and I am not in agreement with it. So therefore it cannot be paid until this issue is resolved.

Thank you again for your update on the payments being up-to-date. Please let me know what needs to happen to get the tax issue resolved according to the agreement with Matt and at that time I will be able to make arrangements for that since you failed to provide me with my documents to do this earlier through the SC Housing Rescue Program which you knew would have handled the payment of any back payments and the taxes. Unfortunately, that is on you for this not being taken care of by now and again I am very concerned about you trying to extort money out me by trying to raise the price of the house over \$100,000 more than our contract.

Sincerely,



Roberta Lynn Moore

NOTARIZED STATEMENT

April 9, 2024

To: Rebecca Giesler and To Whomever Else It May Concern

This is to confirm that as of today April 9, 2024, there are no mortgage payments 60-days in arrears. All mortgage payments that were in arrears as of notification received at the end of January 2023 were deposited in the bank and paid in full within a 30 day timeframe by February 28, 2023 and the receipt of those payments was confirmed in writing by you, Rebecca Giesler, in March of 2023. No payments have went into 60-day arrears since that time.

Also, according to the signed contracts and addendums, there is no established deadline by which taxes have to be paid. Therefore, according to the signed contract, there is no breach of contract at this point.

Signed This Day: 4/9/24

Printed Name: Roberta L. Moore

Signature: *Roberta L. Moore*

Notarized By: Timothy Jeffery

Dated: 4/9/24

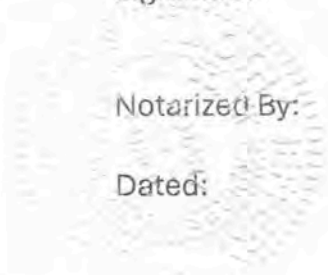


Exhibit A

STATE OF SOUTH CAROLINA )  
COUNTY OF Lancaster )

REAL ESTATE CONTRACT OF SALE

Roberta Lynn Moore and Alexis Moore ("Buyer")  
Matthew and Rebecca Giesler ("Seller")

FOR AND IN CONSIDERATION of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller agree as follows:

1. PROPERTY. Buyer agrees to purchase from Seller and Seller agrees to sell and convey to Buyer all that certain piece, parcel or lot of land, together with any improvements thereon, located in the State and County aforesaid and being described as follows:  
Street Address 3194 Pine Bluff Way  
City / State / Zip Fort Mill (Tuscan Land) SC 29708  
Subdivision / Lot No. Legacy Park  
Tax Map No. 0009 P - 08 - 016.00 ("Property").

2. PURCHASE PRICE. The Purchase Price is \$ 260,000.00

3. EARNEST MONEY. The Earnest Money is \$ 2,000.00  
paid by  Cash  Check  Other: cashier check  
and held in trust by Matthew Giesler  
The Earnest Money is refundable only as stated within this Contract or if the Seller does not comply with any obligations under this Contract.

4. FINANCING. Buyer's purchase of the Property will be financed by  Lender  Seller  
 Other: 120,500 financed per Promissory Note  
Time is of the essence. Buyer agrees to apply for financing for this transaction within five (5) business days of acceptance of this Contract. Buyer will provide Seller with documentation from Buyer's lender confirming loan approval. If financing approval is not obtained within ten (10) business days of acceptance of this Contract, the Earnest Money must be refunded to the Buyer and this Contract will terminate. In a cash transaction, Buyer agrees to provide Seller with written verification of sufficient and available funds for the closing date specified herein within five (5) business days of acceptance of this Contract; otherwise, this Contract is void and the Earnest Money will be refunded to the Buyer.

5. APPRAISAL. This Contract is contingent on the Property appraising for the Purchase Price or more. If the Property appraises for less than the Purchase Price, Seller may elect to sell for the appraised value; and in such case, the Buyer agrees to proceed with the sale at the reduced price. If Seller does not agree to sell the Property at the lower appraised value, the Buyer will have the option of: (a) proceeding with this transaction without regard to the

RLM RM  
Buyer's Initials  
Date: 7/21/2015

MG RM  
Seller's Initials  
Date: 7/21/2015

ELECTRONICALLY FILED - 2023 May 07 7:21 PM - LANCASTER - COMMON PLEAS - CASE#2023CP2900493

appraised value, or (b) terminating this Contract with the Earnest Money refunded to Buyer. The lender's appraisal or an appraisal prepared by a licensed real estate appraiser selected and paid for by the Buyer will be acceptable for purposes herein.

6. ADDITIONAL CONTINGENCIES. This Contract is contingent upon one of the following:

Completion of the sale and closing of the Buyer's property located at:

Seller will continue to market the Property subject to this Contract as long as this contingency remains. If Seller accepts another offer for the Property before this contingency is removed, this Contract will terminate and the Earnest Money will be refunded to the Buyer. Buyer agrees to provide documentation regarding the sale of his property upon request.

Completion of the sale and closing of the Buyer's property located at:

Seller will remove the Property subject to this Contract from the market. Buyer agrees to provide documentation regarding the sale of his property upon request.

Other: - 1st floor all carpet replaced with laminate or carpet  
- contingencies completed per Agreement to Buy dated July 27, 2015  
- payment terms per Preliminary Note to be executed at closing  
- Earnest money is non-refundable as buyer will move in prior to closing.

7. FIXTURES AND PERSONAL PROPERTY. This sale includes fixtures and improvements of any kind that now exist and are attached to or planted on the Property, such as but not limited to the house, garage, wiring, plumbing and lighting fixtures, chandeliers, light bulbs, switch plates, duct covers, built-in equipment and appliances, stove, refrigerator, cabinets, shelves, valances, screens, shutters, awnings, wall-to-wall carpeting, attached mirrors, ceiling fans and controls, attic fans and controls, fireplace screens and artificial fireplace logs, curtains and rods, blinds, window shades, draperies and rods, television antennas, satellite dish system and equipment, heating and air-conditioning units, window air conditioning units, security and fire detection equipment, water softener system, garage door openers and controls, fences, lamp posts, mail boxes, trees, shrubbery, landscaping, landscape lighting, outdoor cooking equipment, swimming pool, above ground pool, swimming pool equipment and maintenance accessories, entry gate controls, mailbox keys, and door keys.

8. CONDITION OF PROPERTY. Except as provided in this Contract, the Buyer acknowledges that Seller gives no guarantee or warranty of any kind, express or implied, and has made no representation as to the physical condition, merchantability, or fitness for a particular purpose of the Property or the improvements, services, appliances or systems thereof, and any implied warranty is hereby disclaimed by the Seller. Seller agrees to deliver

jm Rm  
Buyer's Initials  
Date: 7/27/2015

Mc R  
Seller's Initials  
Date: 7/27/2015

the heating, cooling, plumbing and electrical systems, well and/or septic systems, and any built-in appliances in operable condition at the time of closing. Buyer and Seller agree to waive the property condition disclosure statement required by South Carolina Code Section 27-50-10 et seq.

- 9. **INSPECTION AND REPAIRS.** Buyer has the right to obtain a home inspection of the Property performed by a licensed professional inspector of his choice and at his expense within ten (10) business days after acceptance of this Contract. Buyer has the right to have an inspection of the heating and air conditioning of the Property performed by a heating and air conditioning company of his choice and at his expense within ten (10) business days after acceptance of this Contract. Buyer also has the right to have a wood infestation inspection of the Property performed by a licensed and bonded exterminator of his choice and at his expense within ten (10) business days after acceptance of this Contract. If Buyer provides Seller with a copy of the home inspection report, heating and air conditioning report, and/or wood infestation report within two (2) business days after completion of said report(s), then the parties have the option of: (a) negotiating payment for the repair of any defect, including the treatment of wood destroying insects, mentioned in said report(s); or (b) terminating the Contract with the Earnest Money refunded to Buyer. If Buyer does not provide Seller with a copy of any inspection report within two (2) business days after completion of said report(s), then Buyer accepts the Property in the condition referenced in any inspection report.
- 10. **LENDER REQUIRED REPAIRS.** Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this Contract will terminate with the Earnest Money refunded to the Buyer.
- 11. **COMPLETION OF REPAIRS.** Unless otherwise agreed in writing, any repairs or treatments commenced under the terms of this Contract must be completed in a reasonable amount of time and before closing. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to repairs or treatments will be transferred to Buyer at Buyer's expense.
- 12. **POSSESSION.** Unless otherwise agreed in writing, Seller will vacate the Property and give possession to the Buyer at closing. Seller agrees to deliver the Property free of debris and in clean condition with landscaping maintained. Seller will give Buyer access to the Property for the purpose of a walk through inspection within twenty-four (24) hours prior to closing.
- 13. **CASUALTY.** Seller shall keep in force sufficient hazard insurance on the Property to protect all interests until this transaction is closed. In case the Property is destroyed wholly or partially by fire or other casualty prior to closing, Buyer shall have the option for ten (10) business days after receiving notice of such damage of: (a) proceeding under this Contract with the Property in its damaged condition and receiving any insurance proceeds payable to Seller by reason of such damage, or (b) terminating the Contract with the Earnest Money refunded to Buyer.

AM Rm  
Buyer's Initials  
Date: 7/27/2015

W Rm  
Seller's Initials  
Date: 7/27/2015

- 14. COMMISSION FEES. Buyer and Seller agree that this Contract was negotiated at arms length without the assistance of any real estate agents or brokers and that no commissions or fees are payable to any real estate agent or broker in connection with this Contract.
- 15. CONVEYANCE. Seller agrees to convey marketable fee simple title to the Property via a proper general warranty deed free from encumbrances except as stated herein. Said conveyance will be made subject to all easements, restrictions, covenants, and conditions of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules, and regulations.
- 16. TRANSACTION COSTS. Buyer acknowledges responsibility for customary fees applicable to buyers, including all fees associated with obtaining financing, title search/abstract, title insurance, attorney's fees, and mortgage recording fees. Seller acknowledges responsibility for customary fees applicable to sellers including deed preparation, deed stamps, satisfaction of any outstanding liens, and associated recording fees. The parties agree to adjust the transaction costs as follows: All closing costs paid by the Buyer
- 17. ADJUSTMENTS. Real property taxes, utility charges, rents, association/regime fees, and other assessments are prorated as of the date of closing. Tax adjustment is based on the tax information available on the date of closing, which may be the prior year's tax bill. As a result, Buyer and Seller understand and acknowledge that an adjustment for the difference between the tax amount used at closing and the next tax bill is not possible at closing and will not be made after closing.
- 18. CLOSING. This transaction will close on or before August 31 ~~July 27~~ <sup>2023</sup>. If this transaction cannot close as scheduled due to no fault of either party, then the closing date may be extended for a period up to ten (10) additional business days without the execution of an amendment to this Contract.
- 19. DEFAULT. If Buyer fails to comply with any term of this Contract, Buyer will be in default, and Seller will have the right to retain the Earnest Money as full and final settlement of any claims Seller may have in connection with this Contract, thereby releasing both parties from this Contract. If Seller fails to comply with any term of this Contract, Seller will be in default, and Buyer will have the option of: (a) terminating this Contract, having the Earnest Money refunded, and having the Seller reimburse reasonable expenses incurred by Buyer related to the purchase of the Property, including but not limited to title examination, appraisal, and loan application costs; or (b) pursuing any legal and equitable remedies available to Buyer, including an action to compel specific performance of this Contract or an action for damages for breach, separately or alternatively.
- 20. DESCRIPTION OF PARTIES. The parties to this Contract acknowledge that words of masculine gender are used in this Contract in the singular as a matter of convenience only and that said words also mean and include corresponding words of the feminine gender and in the plural as appropriate.

AW RM  
 Buyer's Initials  
 Date: 7/27/2023

MR RR  
 Seller's Initials  
 Date: 7/27/2023

21. **BINDING CONTRACT.** This Contract is binding on the parties and their heirs, successors, and assigns.

22. **ASSIGNMENT.** The rights or interests of the parties to this Contract may not be assigned without the written consent of all parties, which consent shall not be unreasonably withheld.

23. **ELECTRONIC COMMUNICATIONS.** The parties agree that the offer, any counteroffer, and acceptance of any offer or counteroffer may be communicated by use of fax or e-mail and that signatures, initials, and handwritten or typewritten modifications to this Contract delivered via such electronic means are deemed to be valid and binding upon the parties as an original of this Contract.

24. **EXPIRATION OF OFFER.** The Buyer's offer to purchase the Property is revoked if the Seller does not accept or counter the offer in writing by noon on July 28, 2015.

25. **ENTIRE AGREEMENT.** The parties agree that this Contract expresses the entire agreement between the parties and that there is no agreement, oral or otherwise, modifying the terms herein.

WITNESS our hands and seals on the dates indicated below.

\_\_\_\_\_  
Buyer's Witness      [Signature]      7/27/15  
Buyer      Date

\_\_\_\_\_  
Buyer's Witness      [Signature]      7/27/2015  
Buyer      Date

\_\_\_\_\_  
Seller's Witness      [Signature]      7/27/2015  
Seller      Date

\_\_\_\_\_  
Seller's Witness      [Signature]      7/27/2015  
Seller      Date

All terms and conditions of this Contract, including all counteroffers initialed and dated by Buyer and Seller, were accepted by both parties on July 27, 2015.

**PROMISSORY NOTE FOR SALE**

July 28, 2015                      Fort Mill                      South Carolina  
 [Date]                                      [City]                                      [State]

3194 Pine Bluff Way, Fort Mill, SC 29708  
 [Property Address]

1. **PROMISE TO PAY:** This Promissory Note ("Note") is made on July 28, 2015, by Roberta Lynn Moore and Alexis Moore (the "Obligor") ("Obligor" as used herein shall have the same meaning in the plural as it does in the singular) promises to pay two hundred and sixty thousand dollars (U.S. \$260,000.00) (this amount is called "Principal"), Obligor will make all payments under this Note in the form of electronic payment, check, or money order. Obligor understands that the Obligee may transfer this Note. The Obligee or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder." A total of \$9,500.00 will be paid by seller on the below schedule for what is considered the down-payment, resulting in \$250,500.00 being financed by obligee.

- a. July 29, 2015 payment \$3,000.00
- b. Closing Date before August 31, 2015 -- no net payment
  - i. \$500.00 will be paid by buyer for remaining initial down payment.
  - ii. \$500.00 will be credited on this payment amount per Clause 10 of the Agreement to Buy signed on July 24, 2015. *July 27, 2015 RM AM*
- c. Monthly payment on mortgage \$1,602.38 (principal and interest)
- d. May 15, 2016 payment \$1,500.00
  - i. \$500.00 will be credited for carpet replacement on 2<sup>nd</sup> floor.
- e. May 15, 2017 payment \$1,500.00
- f. May 15, 2018 payment \$1,500.00
- g. May 15, 2019 payment \$1,500.00
- h. August 31, 2020 final payment estimated to be \$244,090.97
  - i. \$500.00 will be credited towards closing costs from Seller.

2. **INTEREST:** Interest will be charged at an annual fixed interest rate of 7.25% for an amortization term length of 40 years on a total of \$250,500.00 financed. The table on page four demonstrates the payment breakdown:

3. **EXTENSION:** If financing is not secured before August 31, 2020 to make final payment, then the remaining balance of \$244,090.97 will adjust to an interest rate of 10.25% based on 35 years remaining on the term for a monthly payment of \$2,145.21 until closing or a new agreement is reached.

4. **PAYMENTS:** Obligor's monthly payment will be in the amount of one thousand six hundred two dollars and thirty eight cents (U.S. \$1,602.38). Obligor will pay principal and interest by making a payment every month. Obligor will make the monthly payment on the first day of each month beginning on September 1, 2015. On August 31, 2020, assuming Obligor still owes amounts under this Note, Obligor will pay those amounts in full on that date, which is called the "Maturity Date." Obligor will make the monthly payments every month for the term of sixty months, after which obligor may pay one final payment of \$244,090.97 in addition to any outstanding payments owed, minus any additional principal payments made prior to maturity date outside the down payment amounts specifically listed above.

Obligor will make the monthly payments to Matthew Giesler, 612 Bannerman Lane, Fort Mill, SC 29715 or at a different place if required by the Note Holder. Preference is to have electronic payments for the monthly payment.

*RM AM*  
*RM 7/27/15*

5. **OBLIGOR'S RIGHT TO PREPAY:** Obligor has the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When Obligor makes a Prepayment, Obligor will tell the Note Holder in writing that Obligor is doing so. Obligor may not designate a payment as a Prepayment if Obligor has not made all the monthly payments due under the Note. Prepayment will apply to principal only but does not change the amount financed as the downpayment are not being financed so early payments will not credit against finance.

Obligor has the option to fully satisfy this Note prior to the outlined expectation by paying the amount due in full at any point as indicated in the table on page 4, assuming all payments are current, and the yearly payments are also complete.

Obligor may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use Obligor's Prepayments to reduce the amount of Principal that Obligor owes under this Note. If Obligor makes a partial Prepayment, there will be no changes in the due date or in the amount of Obligor's monthly payment unless the Note Holder agrees in writing to those changes.

6. **FAILURE TO PAY AS REQUIRED**

(A) **Late Charge for Overdue Payments:** If the Note Holder has not received the full amount of any monthly payment by the end of ten calendar days after the date it is due, Obligor will pay a late charge to the Note Holder. The amount of the charge will be 5.0% of Obligor's overdue monthly payment. Obligor will pay this late charge promptly but only once on each late payment.

(B) **Default and Notice of Default:** If Obligor does not pay the full amount of each monthly payment on the date it is due, Obligor will be in default. If Obligor is in default, the Note Holder may send Obligor a written notice telling Obligor that if Obligor does not pay the overdue amount by a certain date, the Note Holder may require Obligor to pay immediately the full amount of Principal which has not been paid. That date must be at least thirty (30) days after the date on which the notice is mailed to Obligor or delivered by other means. When Obligor is in default for successive months the Obligees may foreclose on the property if payments are outstanding beyond 60 days. Further the Obligor must vacate the property if payments are outstanding beyond 60 days.

(C) **No Waiver By Note Holder:** Even if, at a time when Obligor is in default, the Note Holder does not require Obligor to pay immediately in full as described above, the Note Holder will still have the right to do so if Obligor is in default at a later time.

(D) **Payment of Note Holder's Costs and Expenses:** If the Note Holder has required Obligor to pay immediately in full as described above, the Note Holder will have the right to be paid back by Obligor for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. **GIVING OF NOTICES:** Unless applicable law requires a different method, any notice that must be given to Obligor under this Note will be given by delivering it or by mailing it by first class mail to Obligor at the address stated below or at a different address if Obligor gives the Note Holder a notice of Obligor's different address. Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3 above or at a different address if Obligor is given a notice of that different address.

8. **OBLIGATIONS OF PERSONS UNDER THIS NOTE:** If more than one Obligor signs this Note, each Obligor is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any Obligor who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the

RM RM  
7/27/15

obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each Obligor individually or against all Obligors together. This means that any one Obligor may be required to pay all of the amounts owed under this Note.

9. **PROPERTY TAX:** Obligor is responsible for property tax payments and for establishing with the county tax office as a primary residency for the reduced tax rate. Obligee will cover up to \$2,000.00 towards tax costs for the bill received at the end of 2015.

10. **HOME OWNER INSURANCE and ASSOCIATION:** Obligor is responsible maintaining home owner insurance to cover the value of the property, Obligor has 60 days to send confirmation of insurance coverage. Obligor is responsible for home owner association fees for 2016 and beyond.

11. **MISCELLANEOUS:** Obligor understands that any of the following activities are permitted under this Note and will not constitute a waiver of rights by Note Holder, nor a requirement of prior notice: (a) accept as a partial payment a check or other payment marked "paid in full" or "accord and satisfaction" with similar language; (b) renew or permit additional time for payment of any amount owing; (c) accept partial payments; (d) add or release any obligated person; (e) at Note Holder's cost, periodic updates on Obligor's credit report may be obtained to determine Obligor's compliance with the terms and conditions of this Note; or (f) the obligation evidenced by this Note may be reported to credit reporting agencies.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

\_\_\_\_\_  
(Seal)

Street Address: 3194 Pine Bluff Way

- Obligor  
*Roberta L. Moore*  
Roberta L. Moore

City, State: Fort Mill, SC 29708

County: Lancaster

\_\_\_\_\_  
(Seal)

Street Address: 3194 Pine Bluff Way

- Obligor  
*Alexis Moore*  
Alexis Moore

City, State: Fort Mill, SC 29708

County: Lancaster

\_\_\_\_\_  
(Seal)-

Street Address: 612 Bannerman Lane

- Obligee  
*Matthew K. Crocker Rebecca Crocker*  
Matthew K. Crocker Rebecca Crocker

City, State: Fort Mill, SC 29715

County: York

*AM RM 7/27/15*

**Payment Schedule**

1	04/2015	7.250%	1,513.44	1,602.38	0.00	88.94	250,411.06
2	10/1/2015	7.250%	1,512.90	1,602.38	0.00	89.46	250,321.58
3	11/1/2015	7.250%	1,512.36	1,602.38	0.00	90.02	250,231.56
4	12/1/2015	7.250%	1,511.82	1,602.38	0.00	90.56	250,141.90
5	1/1/2016	7.250%	1,511.29	1,602.38	0.00	91.11	250,049.89
6	2/1/2016	7.250%	1,510.72	1,602.38	0.00	91.56	249,958.23
7	3/1/2016	7.250%	1,510.16	1,602.38	0.00	92.22	249,866.01
8	4/1/2016	7.250%	1,509.61	1,602.38	0.00	92.77	249,773.24
9	5/1/2016	7.250%	1,509.05	1,602.38	0.00	93.33	249,679.91
10	6/1/2016	7.250%	1,508.48	1,602.38	0.00	93.90	249,586.01
11	7/1/2016	7.250%	1,507.92	1,602.38	0.00	94.46	249,491.55
12	8/1/2016	7.250%	1,507.34	1,602.38	0.00	95.04	249,396.51
13	9/1/2016	7.250%	1,506.77	1,602.38	0.00	95.61	249,300.90
14	10/1/2016	7.250%	1,506.19	1,602.38	0.00	96.19	249,204.71
15	11/1/2016	7.250%	1,505.61	1,602.38	0.00	96.77	249,107.94
16	12/1/2016	7.250%	1,505.03	1,602.38	0.00	97.35	249,010.59
17	1/1/2017	7.250%	1,504.44	1,602.38	0.00	97.94	248,912.65
18	2/1/2017	7.250%	1,503.85	1,602.38	0.00	98.53	248,814.12
19	3/1/2017	7.250%	1,503.25	1,602.38	0.00	99.13	248,714.99
20	4/1/2017	7.250%	1,502.65	1,602.38	0.00	99.73	248,615.26
21	5/1/2017	7.250%	1,502.05	1,602.38	0.00	100.33	248,514.93
22	6/1/2017	7.250%	1,501.44	1,602.38	0.00	100.94	248,413.99
23	7/1/2017	7.250%	1,500.83	1,602.38	0.00	101.55	248,312.44
24	8/1/2017	7.250%	1,500.22	1,602.38	0.00	102.16	248,210.28
25	9/1/2017	7.250%	1,499.60	1,602.38	0.00	102.78	248,107.50
26	10/1/2017	7.250%	1,498.98	1,602.38	0.00	103.40	248,004.10
27	11/1/2017	7.250%	1,498.35	1,602.38	0.00	104.02	247,900.08
28	12/1/2017	7.250%	1,497.73	1,602.38	0.00	104.65	247,795.43
29	1/1/2018	7.250%	1,497.10	1,602.38	0.00	105.28	247,690.15
30	2/1/2018	7.250%	1,496.46	1,602.38	0.00	105.92	247,584.23
31	3/1/2018	7.250%	1,495.82	1,602.38	0.00	106.56	247,477.67
32	4/1/2018	7.250%	1,495.18	1,602.38	0.00	107.20	247,370.47
33	5/1/2018	7.250%	1,494.53	1,602.38	0.00	107.85	247,262.62
34	6/1/2018	7.250%	1,493.88	1,602.38	0.00	108.50	247,154.12
35	7/1/2018	7.250%	1,493.22	1,602.38	0.00	109.16	247,044.95
36	8/1/2018	7.250%	1,492.56	1,602.38	0.00	109.82	246,935.11
37	9/1/2018	7.250%	1,491.90	1,602.38	0.00	110.48	246,824.66
38	10/1/2018	7.250%	1,491.23	1,602.38	0.00	111.15	246,713.51
39	11/1/2018	7.250%	1,490.56	1,602.38	0.00	111.82	246,601.69
40	12/1/2018	7.250%	1,489.89	1,602.38	0.00	112.49	246,489.20
41	1/1/2019	7.250%	1,489.21	1,602.38	0.00	113.17	246,376.03
42	2/1/2019	7.250%	1,488.52	1,602.38	0.00	113.86	246,262.17
43	3/1/2019	7.250%	1,487.83	1,602.38	0.00	114.55	246,147.62
44	4/1/2019	7.250%	1,487.14	1,602.38	0.00	115.24	246,032.38
45	5/1/2019	7.250%	1,486.45	1,602.38	0.00	115.93	245,916.45
46	6/1/2019	7.250%	1,485.75	1,602.38	0.00	116.63	245,799.82
47	7/1/2019	7.250%	1,485.04	1,602.38	0.00	117.34	245,682.48
48	8/1/2019	7.250%	1,484.33	1,602.38	0.00	118.05	245,564.43
49	9/1/2019	7.250%	1,483.62	1,602.38	0.00	118.76	245,445.67
50	10/1/2019	7.250%	1,482.90	1,602.38	0.00	119.48	245,326.19
51	11/1/2019	7.250%	1,482.18	1,602.38	0.00	120.20	245,205.99
52	12/1/2019	7.250%	1,481.45	1,602.38	0.00	120.93	245,085.06
53	1/1/2020	7.250%	1,480.72	1,602.38	0.00	121.66	244,963.40
54	2/1/2020	7.250%	1,479.99	1,602.38	0.00	122.39	244,841.01
55	3/1/2020	7.250%	1,479.25	1,602.38	0.00	123.13	244,717.88
56	4/1/2020	7.250%	1,478.50	1,602.38	0.00	123.88	244,594.00
57	5/1/2020	7.250%	1,477.75	1,602.38	0.00	124.62	244,469.36
58	6/1/2020	7.250%	1,477.00	1,602.38	0.00	125.38	244,344.00
59	7/1/2020	7.250%	1,476.25	1,602.38	0.00	126.13	244,217.87
60	8/1/2020	7.250%	1,475.48	1,602.38	0.00	126.89	244,090.97

*AM* *pin* 7/27/15



AGREEMENT TO BUY AND SELL REAL ESTATE  
RESIDENTIAL

ELECTRONICALLY FILED - 2023 May 07 7:21 PM - LANCASTER - COMMON PLEAS - CASE#2023CP2900493

1. **PARTIES:** This legally binding Agreement entered into on July 24, 2015  
between, Buyer(s), Roberta Lynn Moore & Alexis Moore, (hereinafter called "BUYER"), and  
Seller(s), Mathew & Rebecca Giesler, (hereinafter called "SELLER"). The  
property shall be deeded in the name(s) of Roberta Lynn Moore & Alexis Moore

2. **PROPERTY TO BE SOLD:** Subject to terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the  
following described property with improvements and fixtures thereon:

Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_ Subdivision Legacy Park  
Address: 3194 Pine Bluff Way  
Tax Map # 0009P-08-016.00 City Fort Mill Zip 29708  
County of Lancaster, State of South Carolina.

Seller represents that the property is connected to  public sewer system or to  septic tank or to  public water or  
to  well system or to  other \_\_\_\_\_

No personal property will convey as a part of this sale, except as described: Appliances and blinds in the house. Including washer and dryer.

3. **CONVEYANCE SHALL BE MADE:** Conveyance shall be made subject to all easements as well as covenants of record  
(provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations. Seller  
agrees to convey by marketable title and deliver a proper general warranty deed, if applicable, free of encumbrances, except  
as herein stated. Seller agrees to pay all statutory deed recording fees. The deed shall be delivered at the stipulated place  
of closing, and transaction closed on or before August 31, 2015, not later than 9:00 p.m. Time is of the  
essence. Seller and Buyer authorize their respective attorneys and the settlement agent to furnish to Listing Broker and  
Selling Broker copies of the final HUD-1 settlement statement for the transaction for their review prior to closing.

4. **POSSESSION:** Possession of said property will be given to Buyer at the time of closing. Seller agrees to deliver property  
free of debris and in a clean condition. The property, including but not limited to, landscaping and lawn, shall be maintained  
in the same condition from the effective date of this agreement until possession is delivered, ordinary wear and tear  
excepted. Possession by Buyer before closing or by Seller after closing shall be subject to the terms and conditions of a  
separate agreement to be executed prior to closing or occupancy.

5. **PURCHASE PRICE** shall be two hundred sixty thousand dollars, \$ 260,000.00

6. **METHOD OF PAYMENT:** Purchase price shall be paid as follows:  Cash; or  Subject to Financing. Financing to  
be obtained by  Conventional  Seller  VA  FHA  Other terms: Seller financed for 5 years. Promissory note is separate.

7. **EARNEST MONEY:** This offer is accompanied by an earnest money deposit of \$ 3,000.00  
Buyer and Seller authorize Mathew Giesler, as Escrow Agent, to hold and  
disburse earnest money according to the terms of this agreement. Earnest money paid by  Cash,  Check, or  Other.  
Broker does not guarantee payment of a check or checks accepted as earnest money. All escrow money received shall be  
deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. At the  
consummation of this sale, the earnest money deposit shall be credited to the Buyer.

THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE ESCROW AGENT  
HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES  
HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT  
JURISDICTION HAS DIRECTED A DISBURSEMENT.

BUYER BUYER SELLER SELLER HAVE READ THIS PAGE

8. **LOAN PROCESSING AND APPLICATION:** Buyer's obligation under this agreement is contingent on Buyer obtaining said loan. Buyer shall apply for a NA % loan (loan-to-value ratio) within NA days from the execution of this Agreement and shall provide Seller with satisfactory loan approval within NA days. Time is of the essence. Should the Buyer fail to make loan application or receive approval within said period, and to diligently pursue the application, the Seller shall have the option to terminate this Agreement, with written notice. Buyer also agrees to provide all documents or information requested by the lending company in a prompt and timely manner. Buyer will take any action that is needed or requested by Lender to process the loan application. Buyer further hereby gives permission to Lender to disclose pertinent information concerning the Buyer's credit-worthiness or any other information needed for the loan processing to the listing or cooperating broker(s) or agent(s). If Buyer fails to comply with these above conditions, Buyer shall be in default of this agreement subject to the terms of paragraph 16.  
FHA Mortgage Insurance  will  will not be added to the mortgage. VA funding fee  will  will not be added to the mortgage.

9. **CLOSING COSTS:** Unless otherwise agreed, closing costs, including all loan charges and prepaid recurring items, shall be paid as follows:  
(a) SELLER shall provide or pay for preparation of deed, any recording charge based on value of property, and all costs necessary to deliver a marketable title, including recording of satisfactions and property taxes to the day of closing.  
(b) BUYER shall pay, unless otherwise agreed herein, the cost of the Buyer's credit report, property insurance, appraisal, survey, cost of obtaining loan, discount points, title examination, escrow deposits, and prepaid expenses. The Buyer shall also pay, if applicable, interim interest and mortgage insurance premium or VA funding fee. Buyer's hazard insurance policy shall provide coverage as required by lender. Other terms: All closing costs to be paid by buyer.

10. **HOME PROTECTION PLAN COVERAGE:** Both parties understand that a third party home warranty Plan  will  will not be issued at closing. If applicable, the warranty premium will be paid at closing by the  Buyer or  Seller not to exceed \$ 500.00

11. **EXPIRATION OF OFFER:** The offer from Buyer shall be withdrawn at 12 o'clock P M. on July 28, 2015 unless accepted or countered by Seller in written form prior to such time. Time is of the essence.

12. **EXTENSION AGREEMENT:** If the transaction has not closed within the stipulated time limit because a contingency has not been satisfied through no fault of either party, then both parties agree to extend this agreement for a period not to exceed 15 consecutive days from the original closing date. Closing shall occur within this time extension, but in no event shall closing occur later than the above extension date. Time is of the essence.

13. **ADJUSTMENTS:** Taxes, water, all sewer assessments, sewer charges, fuel oil, rents as when collected, insurance premiums, if applicable, and other assessments, including homeowner's association fees, shall be adjusted as of the date of closing. Tax proration pursuant to this Agreement are to be based on the tax information available on the date of closing, and are to be prorated on that basis. **BUYER TO BE RESPONSIBLE FOR APPLYING FOR ANY APPLICABLE TAX EXEMPTIONS.** Property taxes and rent, as well as other expenses and income of the property, if applicable, shall be apportioned to the date of closing. Annual expenses or income shall be apportioned using 365 days. Monthly property expenses or income shall be apportioned by the number of days in month of closing. Prorations at closing shall be final.

14. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of sellers who are not residents of South Carolina as defined in the said statute.

15. **RISK OF LOSS OR DAMAGE:** In case the property herein referred to is destroyed wholly or partially by fire or other casualty prior to delivery of deed, Buyer or Seller shall have the option for ten (10) days thereafter of proceeding hereunder, or of terminating this Agreement.

16. **DEFAULT:** If Buyer or Seller fails to perform any covenant of this Agreement, the other may elect to seek any remedy provided by law, including but not limited to attorney fees and actual costs incurred (as defined in paragraph 17), or terminate this Agreement with a five day written notice. If terminated, both parties shall execute a written release of the other from this contract and both shall agree to hold the Escrow Agent harmless. If either Buyer or Seller refuses to execute release, Escrow Agent will hold the earnest money in trust until said releases are executed or until a court of competent jurisdiction dictates legal disposition.

BUYER  BUYER  SELLER  SELLER HAVE READ THIS PAGE

17. **ACTUAL COST INCURRED** shall include all costs and expenses incurred or obligated for by Buyer, Seller or Broker in an effort to consummate this sale. Such costs shall include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and Broker's fee or commission for this sale.

18. **SURVEY, TITLE EXAMINATION, AND INSURANCE:** The Listing and Cooperating Broker(s) and their Agent(s) recommend that Buyer have a survey of the subject property made, have examination as to the title to the property, obtain owner's title insurance, and that Buyer obtain appropriate hazard insurance coverage effective with the time of closing. All hazard insurance to be canceled and new policies furnished by Buyer at closing unless otherwise stipulated in this Agreement. Flood insurance, if required by Lender, at Buyer's option shall be assigned to Buyer with permission of carrier, and premium prorated to date of closing.

19. **CONDITION OF PROPERTY:**

(A) **Seller's Property Condition Disclosure Statement:** (check one)





- Buyer and Seller agree that Seller will not complete nor provide Buyer a Seller's Property Condition Disclosure statement in accordance with South Carolina Code of Laws, as amended, Section 27-50-30, Paragraph (13).
- Buyer and Seller agree that a Seller's Property Condition Disclosure statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et seq., has been provided to Buyer by Seller prior to the ratification of this agreement. If the Seller discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the Seller shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. Buyer understands that the Seller's Property Condition Disclosure statement is not intended to replace a professional home inspection. Buyer understands and agrees that the Seller's Property Condition Disclosure statement contains statements made solely by the Seller. The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for the accuracy of any information contained in the Seller's Property Condition Disclosure statement. The Buyer and Seller understand and agree that the Listing and Selling Broker and all affiliated agents have fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

(B) **Inspection:** Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to radon gas, lead-based paint and lead-based paint hazards, wetlands study, appurtenant buildings, heating, air conditioning, electrical and plumbing systems as well as built-in appurtenant equipment or appliances prior to the day of closing or possession. In the event repairs are necessary to place the heating system, air conditioning, plumbing, and electrical system to be conveyed in operative condition and to make the roof free of leaks, and the dwelling structurally sound, the Seller shall be notified within 5 consecutive days after both parties have signed this Agreement. Time is of the essence. If Buyer fails to notify Seller within this time, Buyer shall have waived any and all rights under the terms of this paragraph. If Lender's commitment requires any additional inspections or certifications, these are to be provided by Buyer.

(C) **Maintenance:** After any inspection by Buyer and after repairs, if any, made as a result of any such inspection, the Seller agrees to maintain the heating, air conditioning, plumbing, and electrical systems, as well as all appliances to be conveyed in operative condition, normal wear and tear excepted, until the day of closing or the day possession is given, whichever occurs first. Seller agrees to maintain the property, including lawn, shrubbery and grounds until the day of closing or possession, whichever occurs first.

(D) **Wood Infestation Report:** If the property to be sold has been previously occupied,  The Buyer  The Seller shall, at their expense, have the property inspected and shall obtain a current Wood Infestation Report (CL100) from a licensed and bonded pest control operator, on or before July 28, 2015. Time is of the essence. If Buyer fails to have the property inspected by this date, Buyer shall have waived any and all rights under the terms of this paragraph. The Seller makes no warranties with regard to matters covered by such report or any other improvement unless specifically stated in this agreement. If the infestation report reveals the presence of or damage by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish Buyer with a report of a qualified inspector that property is free from infestation or damage herein mentioned or that infestation or damage has been treated and/or repaired as appropriate in a workmanlike manner on or before closing.

If the property to be sold has not been previously occupied, Seller shall certify that the dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide the Buyer, at closing, a written certification from a licensed pest control operator.

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(E) **Repairs:** The cost of all repairs to heating system, air conditioning, plumbing, and electrical system to be conveyed, and to make the roof free of leaks, and the dwelling structurally sound and wood infestation treatment, if any, required by section (D) above, to be paid by Seller. If the Seller refuses to make these repairs and treatment, the Buyer shall have the option to (1) accept the property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Agreement, subject to paragraph 7. The repairs to any other items are the sole responsibility of Buyer. The obligations of Seller under paragraph 19 terminate on the day of closing or on the day possession is given, whichever occurs first.

(F) **Residential Dwellings Built before 1978:** (check one of the following)

This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards which shall be done, at the Buyer's expense, by midnight on the tenth day after ratification of this contract or by midnight on \_\_\_\_\_, 20\_\_\_\_. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within \_\_\_\_\_ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs or if the Seller makes a counter-offer, the Buyer shall have \_\_\_\_\_ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. Upon such termination, the earnest money deposit of Buyer shall be returned to Buyer and neither party shall have any further rights hereunder. The Buyer may remove this contingency at any time without cause; or

Buyer waives the opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards.





(G) **Megan's Law:** The Buyer and Seller agree that the Listing and Selling Broker and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Buyer and Seller agree that no course of action may be brought against the Listing and Selling Broker and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Buyer agrees that the Buyer has the sole responsibility to obtain any such information. The Buyer understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

(H) **Disclaimer:** The Buyer acknowledges the Seller, except as provided in subparagraphs (B), (C), (D), and (E) of this section, gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the property or to the conditions of or existence of improvements, services, appliances or system thereto, or as to merchantability or fitness for a particular purpose as to the property or improvements thereof, and any implied warranty is hereby disclaimed by the Seller. Neither Buyer nor Seller will hold Cooperating or Listing Broker responsible for any act of negligence or intent by any inspection or repair company employed by Seller or Buyer for the purposes of this agreement. The Seller is not required to make any repairs under any circumstances until Purchaser's financing has been approved.

20. **APPRAISED VALUE:** (check one)

This agreement is not contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price.

This agreement is contingent on the lot or parcel with building and improvements thereon, if any, appraising, according to the lender's appraisal or other appraisal as agreed, for the selling price or more; if the lot or parcel with building and improvements thereon appraises for less than the selling price, the seller may elect to sell for the appraised value. In such case, the Buyer agrees to proceed with the consummation of this sale at the reduced price. However, if Seller does not agree to sell at the appraised value, the Buyer shall have the option of proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation, or terminate the agreement without penalty.

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21. **DISCLAIMER BY BROKERS AND AGENTS:** The parties acknowledge that the Listing and Cooperating Broker(s) and their Agent(s): (1) Give no guaranty or warranty of any kind, express or implied, as to the physical condition of the property or as to condition of or existence of improvement services or systems, thereto, included but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage, electric systems, and to the structure; (2) Give no warranty, express or implied, as to the merchantability or fitness for a particular purpose as to the property or such improvements thereto and any implied warranty hereby disclaimed; (3) Give no warranty as to title; (4) Give no guaranty on warranty concerning (a) any certification or inspection concerning the condition of the property, (b) any matters which would be reflected by current survey of the property, and (c) the accuracy of the published square footage of the property; (5) Buyer acknowledges that Seller and Seller's Agents have not made any oral or written commitments to Buyer regarding (a) projected income or economic benefit for Buyer from rentals; (b) rental arrangements except that Buyer may rent the unit if Buyer so desires or (c) other economic benefits to the Buyer.

22. **COASTAL TIDELANDS & WETLANDS ACT:** In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et seq., South Carolina Code of Laws), an Addendum will be attached to this Agreement incorporating the required disclosures at  Buyer's  Seller's expense.

23. **MEDIATION CLAUSE.** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by the Buyer(s), Seller(s) or any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the property to which this Agreement pertains, including without limitation allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

This mediation clause shall survive for a period of 120 days after the date of the closing. The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.





24. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

25. **ENTIRE BINDING AGREEMENT:** This written instrument, including the additional terms and conditions set forth on the reverse, expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties. Both Buyer and Seller hereby acknowledge that they have not received or relied upon any statements or representations by either Broker or their agents which are not expressly stipulated herein. The benefits and obligations shall inure to and bind the parties hereto and their heirs, assigns, successors, executors, or administrators. Whenever used, singular includes plural, and use of any gender shall include all.

26. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

27. **TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this agreement. It is understood that Broker may place deposited earnest monies into an interest bearing trust account and that Broker will retain all interest incurred in said account in which case all interest earned on Broker's interest bearing trust account shall be donated on a regular basis to a charity of Broker's choice.

28. **CONTINGENCIES:** These stipulations shall preempt printed matter herein: (attach and reference addendum if necessary) First floor carpet will all be replaced with laminate flooring and carpeting in the back bedroom.  
First floor bathroom window will be repaired. Microwave vent will be replaced. Trim to be painted for touch up throughout house.

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THIS IS A LEGALLY BINDING AGREEMENT. BOTH BUYER AND SELLER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. ALL TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SURVIVE CLOSING UNLESS OTHERWISE SPECIFIED.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

BUYER: [Signature] Date July 27, 2015 Time 10:00pm  
WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

BUYER: [Signature] Date July 27, 2015 Time 10:01pm  
WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

SELLER: [Signature] Date July 27, 2015 Time 9:00 PM  
WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

SELLER: [Signature] Date July 27, 2015 Time 9:00 PM  
WITNESS: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

LISTING AGENT AND COMPANY \_\_\_\_\_ NA \_\_\_\_\_

SELLING AGENT AND COMPANY \_\_\_\_\_ NA \_\_\_\_\_

ESCROW AGENT ACKNOWLEDGMENT \_\_\_\_\_ NA \_\_\_\_\_

**Addendum to Prior Contracts**

December 28, 2015

Contracts attached:

Agreement to Buy and Sell Real Estate Residential Agreement Dated July 24, 2015  
Real Estate Contract of Sale Dated July 27, 2015  
Promissory Note for Sale Dated July 28, 2015

Correction to Contracts:

The property address is located in Lancaster County as indicated on the agreements, but the zip code should be 29707. The property was listed as 29708 which is not correct. This has no impact on the other terms of the agreement and is solely a correct to confirm the property is in Lancaster County and not York County.

Failure to Comply with Contracts:

Should the obligator fail to meet the payment or other terms on any given month, the obligee will notify them with request for full retribution owed in 15 days when feasible, if continued payments are missed for subsequent months, the property owner may proceed with the steps below for foreclosure. Prior to foreclosure, at a minimum, the obligee will provide conditions that may be met to satisfy and get back to commitment levels of payment or other terms necessary. As foreclosure is a time consuming and costly process, all parties agree to work towards a settlement in advance of moving towards foreclosure.

Steps of Foreclosure:

If the parties are unable to come to an agreement to settle outstanding payments amicably, the obligee may proceed with hiring legal council to proceed with foreclosure. Notification will be given to Obligator in advance of this occurring via certified mail or email with confirmed response.

If payment is unable to be made under the terms of the other agreements, a mutual agreement to sell the property will take place, in which all conditions and payment to the obligator must be made prior to any to the obligee, but any property value above what is owed will be provided to the obligee.

Methods to exit the foreclosure process

- A. Oblige catches up on missed or outstanding mortgage payments
- B. Oblige gets a loan modification to reduce their payments

- C. The property is sold at a amount less than what is owed (short sale)
- D. Deed in lieu of foreclosure

The manner in which foreclosure will take place is through judicial foreclosure in which the courts will assist with deciding based on all evidence provided. This is the last step in settling as all other options have been attempted without success.

#### Timeline of Foreclosure:

##### 1. Pre-foreclosure

- a. At 30 days a pre-lien letter will be sent to obligee.
- b. If failure to comply within the subsequent 30 days a formal lien letter will be sent, which would be at 60 days of outstanding payments.
- c. If after 90 days of any outstanding payment the obligee has not complied with payments a notice of default will be filed with the local authority in Lancaster County. This notice of default will provide instruction on what is required to pay and how much time will be allowed to make those payments.

##### 2. Auction

- a. If the notice of default is not met for payments which would indicate over 120 days outstanding payments, then the property will be sold.
- b. If unable to sell the property for above the amount owed to the obligator in full, then the obligee will be responsible for paying any further outstanding amounts after the sale of the house.
  - i. In order to get the best value for the property for all parties, it is critical to agree a sale should proceed early on so the house can be prepared and sold without going to public auction.
- c. If the property sells for above the amount owed to obligator, plus all payments outstanding, the remaining balance above costs of closing paid will go to obligee.

##### 3. Return to obligator of the property

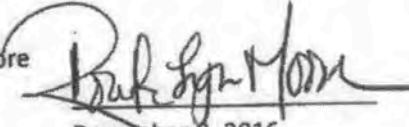
- a. If the auction or sale process does not proceed, the property will return to obligator in full after 150 days of outstanding payments.
- b. Outstanding payments will still be the responsibility of obligee until the time the property can be sold.

Obligator Default:

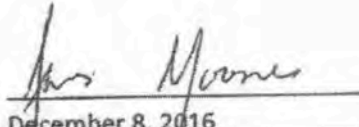
If a lien is placed on the property due to any fault of obligator, notification must be provided to the obligee of the default of the subject property. The obligee will then be allowed to move forward with a purchase of the property per the terms of the prior agreements.

Signature


Roberta Lynn Moore  
Signature  
Date

  
December 8, 2016 \_\_\_\_\_

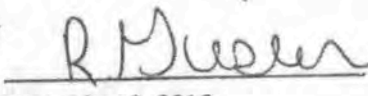
Alexis Moore  
Signature  
Date

  
December 8, 2016 \_\_\_\_\_

Matthew Giesler  
Signature  
Date

  
December 8, 2016 \_\_\_\_\_

Rebecca Giesler  
Signature  
Date

  
December 8, 2016 \_\_\_\_\_