

RECEIVED

Aug 19 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Alex Kinlaw, Jr.

APPELLATE CASE NO. 2024-000521

Everett Homes, LLC Respondent,

v.

Jermaine LeClerc Appellant.

RECORD ON APPEAL

Luke A. Burke (S.C. Bar No.: 100033)
Burke Law, LLC
Post Office Box 4885
Greenville, South Carolina 29608
(864) 735-8289
lburke@gvlattorney.com
Attorney for Appellant

Wendell L. Hawkins (S.C. Bar #: 13583)
Wendell L. Hawkins, PA
9 Buena Vista Way, Ste B.
Greenville, SC 29615
(864) 848-9370 (Ph) (864) 243-8137 (Fax)
wlh@wlhawkinslawfirm.com
Attorney for Respondent

INDEX

VOLUME I

Orders

Order of Default Judgment, filed August 1, 2023	1
Order (Form 4) regarding Defendant’s Motion for Relief, filed November 28, 2023.....	7
Order (Form 4) regarding Plaintiff’s Motion for Damages Hearing, filed November 28, 2023 ...	10
Order on Appeal regarding Denial of Reconsideration and Plaintiff’s Motion for Damages Hearing, filed March 5, 2024	13

Pleadings

Summons and Complaint, filed May 27, 2023	25
Amended Summons and Complaint, filed May 30, 2023	50

Motions

Plaintiff’s Motion for Default Judgment, filed July 17, 2023.....	76
Plaintiff’s Motion for Damages Hearing, filed October 13, 2023	78
Defendant’s Motion for Relief from Judgment and to Dismiss, filed November 21, 2023	80
Defendant’s Memorandum in Support of Motion for Relief from Judgment and to Dismiss filed, November 27, 2023	83
Defendant’s Motion to Reconsider, filed December 4, 2023	88
Plaintiff’s Memorandum in Opposition to Defendant’s Motion for Relief, filed December 5, 2023.....	115
Plaintiff’s Memorandum in Opposition to Defendant’s Motion to Reconsider, filed December 26, 2023.....	151

Transcript

Transcript of Record – November 28, 2023 Hearing	185
--	-----

Argument – Motion to Set Aside Default Judgment

Argument of Mr. Craven.....	189
Argument of Mr. Hawkins	193

Testimony- November 28, 2023

JONATHAN NIEMELA	201
Direct Examination by Mr. Hawkins	202
Cross Examination by Mr. Craven.....	210
Redirect Examination by Mr. Hawkins	217

Other Documents

Certificate of Service, filed June 20, 2023.....	221
Affidavit of Default, filed July 17, 2023.....	227
Affidavit of Damages, filed December 5, 2023	228
Attorney’s Fee Affidavit, filed December 5, 2023	242
Revised Affidavit of Attorney’s Fees, filed December 26, 2023	244
Notice of Appeal, filed April 1, 2024 – without exhibits	247

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Everett Homes, LLC	)	C.A. No. 2023-CP-23-02709
Plaintiff,	)	
	)	
vs.	)	ORDER OF DEFAULT JUDGMENT
	)	
Jermaine Leclerc	)	
	)	
Defendants.	)	
_____	)	

THIS MATTER COMES BEFORE THE COURT upon Motion of the Plaintiff, Everett Homes, LLC for an Order of Default against the Defendant, Jermain Leclerc (“Leclerc”). After a review of the record, the Court finds as follows:

1. The Amended Summons and Complaint were filed in this matter on May 30, 2023.
2. The Court finds that according the Affidavit of Service filed with the Court on June 20, 2023, Leclerc was properly served on June 7th, 2023 as evidenced by the record.
3. The Plaintiff has further filed an Affidavit of Non-Military service issued by the Servicemembers Civil Relief Act Centralized Verification Service on June 22, 2023 which is also a matter of the record.
4. The Defendant, Leclerc, has failed to file any motion, answer or otherwise plead in this matter and Plaintiff is entitled to an Order of Default Judgment pursuant to SCRCP, Rule 55.
5. As a result of the default, the Plaintiff is entitled to an Order of the Court that the subject Property was erroneously conveyed to the Defendant and the filing of this Order

upon the indexes of the Register of Deeds of Greenville County, South Carolina shall act as the means of conveyance to divest Defendant of any interest in the Property whatsoever and conclusively vest fee simple title in the name of the Plaintiff. This Order is issued pursuant to Plaintiff's causes of action for Declaratory Judgement, Quiet Title and Unjust Enrichment. The Register of Deeds shall index the Grantor as Jermaine Leclerc and the Grantee as Everett Homes, LLC. The subject Property is as follows:

All that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina being shown and designated as Tract B, on a plat entitled "John Asher," prepared by Stie Design, Inc. dated February 4, 2019 and being recorded in Plat Book 1336, Page 2 in the register of Deeds Office of Greenville County, South Carolina, reference being made to said plat being hereby made for a more complete property description.

This being a portion of the same property erroneously conveyed to Jermaine Leclerc by deed of Everett Homes, LLC dated July 29, 2022 and recorded on August 8, 2022 in the Register of Deeds Office for Greenville County, South Carolina in Deed Book 2665 at Page 224.

TMS# 0177.00-04-003.01

6. As to Plaintiff's remaining cause of action for Slander of Title, a hearing will be scheduled to determine damages under that cause of action.

IT IS SO ORDERED

JUDGE'S SIGNATURE PAGE TO FOLLOW

designated as Tract B, on a plat entitled "John Asher," prepared by Stie Design, Inc. dated February 4, 2019 and being recorded in Plat Book 1336, Page 2 in the register of Deeds Office of Greenville County, South Carolina, reference being made to said plat being hereby made for a more complete property description.

This being a portion of the same property erroneously conveyed to Jermaine Leclerc by deed of Everett Homes, LLC dated July 29, 2022 and recorded on August 8, 2022 in the Register of Deeds Office for Greenville County, South Carolina in Deed Book 2665 at Page 224.

TMS# 0177.00-04-003.01

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

Note: Title abstractors and researchers should refer to the official court order for judgment details.

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

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Greenville Common Pleas

Case Caption: Everett Homes LLC vs. Jermaine Leclerc

Case Number: 2023CP2302709

Type: Order/Judgment by Default and Form 4

So Ordered

G.D. Morgan Jr.

Electronically signed on 2023-07-28 14:56:31 page 6 of 6

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP2302709

Everett Homes LLC
PLAINTIFF(S)

Jermaine Leclerc
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:

At the call of the case, Attorney Wendell Leon Hawkins was present on behalf of the Plaintiff. Attorney James Stone Craven was present on behalf of the Defendant. After hearing arguments from both sides, the Court is inclined to deny Defendant's Motion to set aside the previously ordered default Judgement issued by the court

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 11/28/2023 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Greenville Common Pleas

Case Caption: Everett Homes LLC vs. Jermaine Leclerc

Case Number: 2023CP2302709

Type: Order/Electronic Form 4

So Ordered

s/Alex Kinlaw, Jr., #2763

Electronically signed on 2023-11-28 14:01:01 page 3 of 3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP2302709

Everett Homes LLC
PLAINTIFF(S)

Jermaine Leclerc
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:

At the call of the case, Attorney Wendell Leon Hawkins was present on behalf of the Plaintiff. Attorney James Stone Craven was present on behalf of the Defendant. The Court heard testimony from the Plaintiff as well as arguments of counsel from both sides regarding the alleged damages the Plaintiff sustained in the action filed. The Court took the matter under advisement and instructed counsel from both sides to submit a proposed order within 30 days.

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 11/28/2023 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Greenville Common Pleas

Case Caption: Everett Homes LLC vs. Jermaine Leclerc

Case Number: 2023CP2302709

Type: Order/Electronic Form 4

So Ordered

s/Alex Kinlaw, Jr., #2763

Electronically signed on 2023-11-28 13:58:21 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	CASE NO.: 2023-CP-23-02709
	)	
Everett Homes, LLC	)	
	)	
PLAINTIFF	)	
	)	ORDER
vs	)	
	)	
Jermaine Leclerc	)	
	)	
DEFENDANTS.	)	
_____	)	
	)	

THIS MATTER CAME BEFORE THE COURT upon Plaintiff's motion for a damages hearing on an Order of Default Judgment. A hearing was held on November 28, 2023. Present at the hearing was James Stone Craven, Esq. on behalf of the Defendant, Wendell L. Hawkins, Esq. on behalf of the Plaintiff and Jonathan Niemela the sole member of Everett Homes, LLC. The Defendant, just prior to the hearing, to wit, November 21, 2023, filed a Motion for Relief From Judgment and To Dismiss Pursuant to SCRCP, Rules 4 and 60. Attorney for the Plaintiff represented to the Court that he was ready to proceed on the Defendant's Motion prior to the damages hearing. The Court proceeded on the Defendant's Motion first. After hearing argument from both the Defendant's counsel and Plaintiff's counsel, the Court denied the Defendant's Motion for Relief from Judgment and Motion to Dismiss, and proceeded with the damages hearing. The Court accepted the Plaintiff's Affidavit of Damages and took testimony from Jonathan Niemela who was examined by Mr. Hawkins and cross examined by Mr. Craven. After the hearing Mr. Hawkins presented his affidavit of attorney's fees which are awardable as special damages to a prevailing party in a Slander of Title case pursuant to the holdings of Solley v.

Navy Federal Credit Union, Inc., 397 S.C. 192, 723 S.E.2d 597, 604-605 (Ct. App. 2012). Prior to the issuance of the Order on the damages hearing, Defendant filed a motion to reconsider based on (1) new evidence that Defendant never resided at 275 Southwest Lost River Road Stuart Florida 34997; and (2) excusable neglect in that Defendant's mother, who resided at 275 Southwest Lost River Road Stuart Florida 34997, was not authorized to accept service on Defendant's behalf. After hearing oral argument, the taking of testimony on the record, a review of the record, a review of the Defendant's Motion to Reconsider and the Plaintiff's Memorandum in Opposition to the Motion to Reconsider, I find as follows:

BACKGROUND

The record reflects that Plaintiff filed this action on May 27, 2023 seeking a quiet title of certain real property known as

All that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina being shown and designated as Tract B, on a plat entitled "John Asher," prepared by Stie Design, Inc. dated February 4, 2019 and being recorded in Plat Book 1336, Page 2 in the register of Deeds Office of Greenville County, South Carolina, reference being made to said plat being hereby made for a more complete property description.

This being a portion of the same property erroneously conveyed to Jermaine Leclerc by deed of Everett Homes, LLC dated July 29, 2022 and recorded on August 8, 2022 in the Register of Deeds Office for Greenville County, South Carolina in Deed Book 2665 at Page 224.

along with an action for Slander of Title.

Plaintiff amended its Summons and Complaint on April 30, 2023 prior to service.

Plaintiff served the Amended Summons and Complaint on June 7, 2023 via Commercial Delivery Service pursuant to SCRCF, Rule 4(d)(9) upon Betty LeClerc at 275 Southwest Lost River Road Stuart, FL 34997 which Defendant represented through counsel to be his mother and his mother's address. The certificate of service was filed on June 20, 2023. The record also

reflects that an affidavit of non-military service was filed with the Court on June 22, 2023. Plaintiff filed its Motion for Default Judgment and Affidavit of Default on July 14, 2023. An Order of Default Judgment was filed on August 1, 2023 (the “Order”). A certificate of service for the Order was filed on August 2, 2023. The Order directed the Register of Deeds to file a copy of the Order in it’s indexes and reflect the transfer of the Property to the Plaintiff. The Order also preserved the Slander of Title cause of action for a subsequent damages hearing. Plaintiff filed its Motion for a Damages Hearing on October 13, 2023. The record reflects that Plaintiff served the Notice of Hearing and Notice of Motion upon the Defendant via Federal Express, overnight delivery to 275 Southwest Lost River Road Stuart, Florida 34997 on October 19, 2023. Defendant’s counsel filed a Notice of Appearance on November 11, 2023 and a Motion for Relief from Judgment and Motion to Dismiss on November 21, 2023. At the damages hearing, Plaintiff’s counsel announced that he was prepared to have the Defendant’s motions argued prior to the damages hearing and the Court proceeded in that fashion. Based on the record, the oral arguments of counsel, the Memoranda reviewed and the testimony of Jonathan Niemela, the sole member of Everett Homes, LLC the Court finds as follows:

DEFENDANT’S REQUESTS FOR RELIEF

Although the Defendant’s Motions are based on both the SCRCP, Rule 60(b)(1) criteria of mistake, inadvertence, surprise or excusable neglect and SCRCP, Rule 4(d)(9), the Defendant’s memorandum and oral argument seemed to be based more on improper service. Defendant’s counsel did argue that his client made a “mistake” in believing that the dispute had been settled because the Defendant signed the Quit Claim deed sent by Brian Ponder, Esq. of Nelson & Galbreath in Mr. Ponder’s May 2, 2023 correspondence which made Defendant aware of the mistake made in the August 22, 2022 closing, however, the Court finds this argument

totally incredulous. If the Court were to believe this argument, it would have to believe the many other inconsistencies that this assertion would give rise to. For instance, the Defendant says he did not receive the Amended Summons and Complaint sent to his “mother’s address” some thirty (30) days later, yet he would have certainly had to receive Mr. Ponder’s correspondence which contained the very same Quit Claim deed that was introduced at the hearing. Furthermore, the Court finds the Defendant’s assertion that he filed the Quit Claim deed with the Register of Deeds quite unbelievable because, as Plaintiff’s counsel pointed out, one may only file documents remotely with the Greenville County Register of Deeds through the E-file system which one has to be vetted for and set up an account. Also, the Plaintiff’s counsel introduced the indexes of the Register of Deeds cross-checked under the Defendant’s name and the Plaintiff’s name good through sometime around 11:30 pm prior to the day of the hearing and there was no such entry. These inconsistencies, if not misrepresentations, bring serious doubt upon the credibility and truthfulness of the Defendant’s representations to the Court. Therefore, Defendant’s request for relief on any SCRPC, Rule 60(b)(1) on the basis of mistake is DENIED.

It appears from the Defendant’s Memorandum that the Defendant may have raised some sort of SCRPC, Rule 60(b)(4) and Rule 60(b)(5) arguments for setting aside the Default Judgment, but those arguments were never developed at the hearing and are deemed abandoned.

With respect to the Defendant’s SCRPC 4(d)(9) argument that the Default Judgment is void for improper service under the Commercial Delivery Service standards, the Court finds the Defendant’s arguments flawed. Defendant’s counsel argued, in sum, that Commercial Service Delivery must be restricted to the Defendant only and that it must be served at the Defendant’s “usual place of abode” or “dwelling house” (a SCRPC, Rule 4(d)(1) requirement). Defendant represented, through assertions only, that 275 Southwest Lost River Road Stuart, FL 34997 was

not his usual place of abode or dwelling house and that this address was a rental house he owned which was occupied by his mother, Betty LeClerc. Even if this address was not his “usual place of abode” or “dwelling house”, the Court finds it to be irrelevant. With respect to the “usual place of abode” or “dwelling house”, the Defendant’s literal interpretation of the words are not necessarily the law of this State. The Court of Appeals in *Fassett v. Evans*, 364 S.C. 42, 47–48, 610 S.E.2d 841, 844 (Ct. App. 2005) wrote,

“[a]lthough many courts look to the defendant's intention to return as evidence regarding the location considered one's dwelling or abode, the Fourth Circuit Court of Appeals has noted that the defendant's intent is not in and of itself a test but merely an indication **“as to whether or not it is likely in a particular case that the one served will actually receive notice of the commencement of the action and thus be advised of the duty to defend.”** citing *Karlsson v. Rabinowitz*, 318 F.2d 666, 668 (4th Cir.1963) (finding no set definition of dwelling or place of abode and that it must be determined by the facts of the particular case) (***emphasis added***).

Because of the many other documents previously discussed that must have been received at the address and come into the possession of Defendant at “his mother’s address”, the Court finds that the Amended Summons and Complaint were more likely than not to be received by the Defendant and give him actual notice of the commencement of the action. Furthermore, the Defendant represented in his Memorandum that he received the check that was specifically referred to in the Amended Summons and Complaint as being delivered with the Amended Summons and Complaint at his “mother’s address.” Plaintiff also introduced a “Forewarn” search screenshot showing that the Defendant’s most probable address was 275 Southwest Lost River Road Stuart, FL 34997 from February 07, 2009 to current. Plaintiff’s counsel also argued that a party seeking to set aside a judgment pursuant to Rule 60(b) has the burden of presenting evidence entitling him to the requested relief. See e.g., *Bowers v. Bowers*, 304 S.C. 65, 67, 403 S.E.2d 127, 129 (Ct.App.1991). The Court of Appeals in *Delta Apparel, Inc. v. Farina*, 406 S.C.

257, 267, 750 S.E.2d 615, 620 (Ct. App. 2013) said, “[t]he movant in a Rule 60(b) motion has the burden of presenting evidence proving the facts essential to entitle him to relief. *BB & T v. Taylor*, 369 S.C. 548, 552, 633 S.E.2d 501, 503 (2006). “We have never required exacting compliance with the rules to effect service of process.” *Roche v. Young Bros., Inc. of Florence*, 318 S.C. 207, 209–10, 456 S.E.2d 897, 899 (1995). “Rather, we inquire whether the plaintiff has sufficiently complied with the rules such that the court has personal jurisdiction of the defendant and the defendant has notice of the proceedings.” *Id.* at 210, 456 S.E.2d at 899. “***Further, an [officer's] return of process creates the legal presumption of proper service that cannot be ‘impeached by the mere denial of service by the defendant.’***” *Fassett v. Evans*, 364 S.C. 42, 47, 610 S.E.2d 841, 844 (Ct.App.2005) (quoting *Richardson Constr. Co. v. Meek Eng'g and Constr., Inc.*, 274 S.C. 307, 311, 262 S.E.2d 913, 916 (1980)).” (***emphasis added***). Whether to grant or deny a motion under Rule 60(b) is within the sound discretion of the trial court. *Coleman v. Dunlap*, 306 S.C. 491, 494, 413 S.E.2d 15, 17 (1992). In *Auto-Owners Ins. Co. v. Rhodes*, 405 S.C. 584, 594–95, 748 S.E.2d 781, 786 (2013), the court opined,

“[f]urthermore, in reviewing a decision with respect to Rule 60(b), this Court utilizes a deferential standard of review. *See, Tri-County Ice & Fuel Co. v. Palmetto Ice Co.*, 303 S.C. 237, 399 S.E.2d 779 (1990) (recognizing that a motion for relief from judgment pursuant to Rule 60(b) is addressed to the sound discretion of the trial judge, and this Court will not disturb the trial judge's decision absent an abuse of discretion).”

Plaintiff's counsel also argued that SCRCP, Rule 4(d)(9) does not restrict delivery to the Defendant alone. SCRCP, Rule 4(d)(9) provides,

“Service of a summons and complaint upon a defendant of any class referred to in paragraph (1) or (3) of this subdivision of this rule may be made by the plaintiff or by any person authorized to serve process pursuant to Rule 4(c) by a commercial delivery service which meets the requirements to be considered a designated delivery service in accordance with [26 U.S.C. § 7502\(f\)\(2\)](#). Service is effective upon the date of delivery as shown in the delivery record of the commercial delivery service. Service pursuant to this paragraph shall not be the basis for the entry of a default or a judgment by default unless the record contains a delivery record showing the acceptance by the defendant which includes an original signature or electronic image of the signature of the person served. ***Any such default or judgment by default shall be set aside pursuant to Rule 55(c) or Rule 60(b) if the defendant demonstrates to the court that the delivery receipt was signed by an unauthorized person. (emphasis added)***. If delivery of the process is refused or is returned undelivered, service shall be made as otherwise provided by these rules.

The very nature of the language of Rule 4(d)(9) suggests that an authorized person can sign for the Defendant and if the Defendant is going to assert that the receiving person was unauthorized, the Defendant must demonstrate to the court that the person was unauthorized. In the first hearing, the Defendant in this case did not even attempt to make any such demonstration to the Court and therefore, any argument is deemed waived or otherwise undemonstrated and the Defendant’s argument on the Rule 4(d)(9) basis for relief from judgment and dismissal is DENIED. Further bolstering the Plaintiff’s position that the Defendant did reside at 275 Southwest Lost River Road Stuart Florida 34997, Plaintiff submitted evidence in its Memorandum in Opposition that Defendant claimed at 275 Southwest Lost River Road Stuart Florida 34997 as his primary residence through real property tax records, the Defendant was registered to vote at that residence, the Defendant sold the property that was listed on his driver’s license in 2021, all tax bills for 275 Southwest Lost River Road Stuart Florida 34997 would have been sent and paid from that address and the Quit Claim Deed that Nelson & Galbreath sent in early May 2023 signed by the Defendant on May 17, 2023 and introduced into evidence at the hearing would have also been received by Defendant at 275 Southwest Lost River Road Stuart Florida 34997. The Court also takes notice that the Quit Claim Deed was notarized in Martin

County Florida which is the same county of 275 Southwest Lost River Road Stuart Florida 34997. Again, considering the amplitude of evidence presented in contravention to the Defendant's assertions, the Defendant's Motion for Relief from Judgement and Motion to Reconsider are DENIED.

The Court, having denied any relief to Defendant on any of it's basis for relief from judgment and Motion to Reconsider, moves to the issue of damages and attorney's fees.

DAMAGES

Plaintiff introduced an Affidavit of Damages which was received by the Court. The Plaintiff also took the stand and testified about his damages. The Plaintiff testified that his damages began to accrue on the day he learned of the filing of the erroneous deed that conveyed the Defendant's lot to Defendant along with the contiguous lot that was to be retained by the Plaintiff. Plaintiff testified that he learned of the problem when the Office of Building and Codes posted a "Stop Work Order" notice on the house he was in the process of building on the erroneously conveyed lot. This occurred on May 2, 2023. Plaintiff introduced a copy of the Stop Work Order which appeared to be taped somewhere on the property. Plaintiff testified he called the Building and Codes Office and was told that the Stop Work Order was placed on the Property because the Defendant called their office, showed them the erroneous deed and that the Defendant did not want the Plaintiff working on Defendant's property or words to that effect. It would make no sense for the Plaintiff to place a Stop Work Order on his own property. Plaintiff testified that the Building and Codes Officials allowed him to install the sod he had on site, but nothing further. Plaintiff testified he was not allowed to do any further work until he proved to Building and Codes that the property was back in his name which occurred on August 2, 2023, the date the Order of Default judgment was filed with the Register of Deeds. Plaintiff testified

that he immediately began work on the house to make it ready for final inspections to obtain a certificate of occupancy. Once he received the certificate of occupancy, he immediately placed the house on the MLS for sale and ultimately sold the house for One Million and 00/100 Dollars (\$1,000,000.00) on October 2, 2023. Plaintiff testified he had lost the use of the money that would have otherwise been available for another project and calculated his damages beginning May 2, 2023 (the day the Defendant's closing attorney made him aware of the mistake) and the day he sold the house, October 2, 2023. Because the Complaint requested pre-judgment and post judgment interest and the Plaintiff had no loan on the house, damages were calculated at the legal rate of interest established by the Supreme Court of South Carolina at 11.5%. By the Plaintiff's calculations, which the Court believes to be correct, Plaintiff is entitled to actual damages of Forty-Seven Thousand Nine Hundred Sixteen and 67/100 (\$ 47,916.67).

Plaintiff also requests punitive damages in its Complaint having asserted that Defendant's behavior was willful, wanton, reckless, malicious and conscionably wrong. Plaintiff asserts in its Complaint that Defendant conscionably refused to cooperate with and follow the closing attorney's request to rectify the situation. Plaintiff further introduced evidence through the Stop Work Order that Defendant knowingly, spitefully and without common decency compounded Plaintiffs injuries by placing a Stop work Order on Plaintiff's property. In essence, Defendant rubbed salt in the wounds of the Plaintiff without care or concern for a fellow man. The Court agrees. Also, because the allegations of the Complaint are deemed admitted in a default judgment case, the Court must accept such allegations as factual. The Plaintiff has requested treble damages in the amount of One Hundred Forty-Three Thousand Seven Hundred Fifty and 01/100 Dollars (\$143,750.01) as allowed by S.C. Code of Laws §15-32-530. Because the Defendant is in default, punitive damages are deemed proven by admission, however the

award of punitive damages are at the sound discretion of the Court. Based on the Defendant's behavior in this case, the Court finds that the proper amount of a punitive damages award is \$143,750.01 AND IT IS SO ORDERED.

ATTORNEY'S FEES

Plaintiff has requested attorney's fees and costs in its Complaint as special damages. Attorney's fees are awardable as special damages by the holdings of *Solley v. Navy Federal Credit Union, Inc.* 397 S.C. 192, 206-207, 723 S.E.2d 597, 604-605 (Ct. App. 2012). Plaintiff's counsel provided the Court with his Affidavit of Attorney's Fees and Cost in the amount of Thirteen Thousand Eight Hundred Twenty-Nine and 26/100 Dollars (\$13,829.26). Of this sum, the costs are (\$367.26). Plaintiff's counsel represented in his affidavit that had he not been required to defend this motion, his fees would have been lower by \$ 6,177.50. Because Plaintiff's attorney had to respond to the Motion to reconsider, Plaintiff files a revised Affidavit of Attorney's Fees seeking a total of Eighteen Thousand Three Hundred Nine and 26/100 Dollars (\$18,309.26) in attorney's fees and costs. Based on counsel's preparedness for the first hearing and the thoroughness of his brief, and the additional time expended in the Memorandum in Opposition to the Motion for Reconsideration, the Court finds this representation credible. After consideration of the factors of Rule 1.5 as contained in Rule 407, South Carolina Appellate Court Rules, which contains the Canons of Ethics concerning the setting of attorney's fees and the factors set forth in Jackson v. Speed 326 S.C. 289 486 S.E.2d 750 (1997) in the award of attorney's fees, the Court, in its discretion regarding the determination of the amount of fees, the revised affidavit presented and the Court's file herein which reflects the difficulty of the services rendered, the time necessarily expended, the result accomplished, and the other factors which are set forth in the Canons of Ethics and the case law decisions of this State, awards Plaintiff

attorney's fees and costs in the sum of \$18,304.26. IT IS SO ORDERED!

IT IS HEREBY ORDERED ADJUDGED AND DECREED, that Plaintiff have judgment against the Defendant in the amount of \$209,975.94

JUDGE'S SIGNATURE PAGE TO FOLLOW



Greenville Common Pleas

Case Caption: Everett Homes LLC vs. Jermaine Leclerc

Case Number: 2023CP2302709

Type: Order/Other

So Ordered

s/Alex Kinlaw, Jr., #2763

Electronically signed on 2024-02-29 14:19:07 page 12 of 12

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	CASE NO.: 2023-CP-23-_____
Everett Homes, LLC	)	SUMMONS
PLAINTIFF	)	
vs	)	
Jermaine Leclerc	)	
DEFENDANTS.	)	
_____	)	
	)	
	)	

TO THE ABOVE NAMED DEFENDANT:

You are hereby summonsed and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint upon the subscriber at 9 Buena Vista Way Greenville, SC 29615 within thirty (30) days after service hereof, exclusive of the day of service. If you fail to answer the Complaint within that time, the Plaintiff(s) will apply to the court for the relief demanded in the Complaint and a Judgment by Default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

s/ Wendell L. Hawkins

Wendell L. Hawkins, Esq. (SC BAR # 13583)

Wendell L. Hawkins, P.A.

9 Buena Vista Way, Ste. B

Greenville, SC 29615

(864)848-9370 (P) (864)848-9759 (F)

wlh@wlhawkinslawfirm.com

Attorneys for Plaintiff

May 27, 2023
Greenville, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	CASE NO.: 2023-CP-23-_____
Everett Homes, LLC	)	COMPLAINT
PLAINTIFF	)	
vs	)	
Jermaine Leclerc	)	
DEFENDANTS.	)	
_____	)	
	)	
	)	
	)	
	)	

Plaintiff, by and through the undersigned attorney, complaining of the named Defendant herein, would respectfully show this Court the following:

JURISDICTION AND VENUE

1. Plaintiff, Everette Homes, LLC (hereinafter referred to as "Everett" or "Plaintiff"), is a South Carolina Limited Liability Company operating as a licensed home builder and is the rightful owner of the real property which is the subject matter of this action which is better described as,

All that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina being shown and designated as Tract B, on a plat entitled "John Asher," prepared by Stie Design, Inc. dated February 4, 2019 and being recorded in Plat Book 1336, Page 2 in the register of Deeds Office of Greenville County, South Carolina, reference being made to said plat being hereby made for a more complete property description.

This being a portion of the same property erroneously conveyed to Jermaine Leclerc by deed of Everett Homes, LLC dated July 29, 2022 and recorded on August 8, 2022 in the Register of Deeds Office for Greenville County, South Carolina in Deed Book 2665 at Page 224.

TMS# 0177.00-04-003.01

2. Defendant, Jermaine Leclerc (hereinafter “Leclerc” or “Defendant”), upon information and belief, is a resident of the State of Florida, who was errantly conveyed the Property which is located in the County of Greenville, South Carolina.

3. This action involves the rightful ownership of real property in Greenville County, South Carolina, and, as such, this Court has *in rem* jurisdiction.

4. For the forgoing reasons jurisdiction and venue are proper with this court.

FACTS

5. On or about May 29, 2022, Plaintiff and Defendant entered into a contract for the purchase and sale of 222 W. Mountainview Avenue in the City of Greenville, SC bearing Greenville County Tax Map number 0177.00-04-003.00 (the “Contract”). A true and correct copy of the Contract is attached hereto as “Exhibit A”. This property is better described as

All that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina being shown and designated as Tract A, on a plat entitled “John Asher,” prepared by Stie Design, Inc. dated February 4, 2019 and being recorded in Plat Book 1336, Page 2 in the register of Deeds Office of Greenville County, South Carolina, reference being made to said plat being hereby made for a more complete property description.

This being a portion of the same property conveyed to Jermaine Leclerc by deed of Everett Homes, LLC dated July 29, 2022 and recorded on August 8, 2022 in the Register of Deeds Office for Greenville County, South Carolina in Deed Book 2665 at Page 224.

TMS# 0177.00-04-003.00 (hereinafter “Tract A”)

6. A closing on Tract A was held in the law offices of Nelson & Galbreath, LLC on or about August 4, 2022 (the “Closing”). Nelson & Galbreath, LLC represented Leclerc

in the Closing and their knowledge is therefore imputed to Leclerc.

7. Leclerc's counsel errantly conveyed Tract A and B to Leclerc (See, "Exhibit B"; the "Deed"), but Leclerc only paid consideration for Tract A. Leclerc's counsel acknowledged the error in that certain correspondence dated May 2, 2023 which is attached hereto as "Exhibit C".

8. Leclerc's counsel also errantly calculated the tax prorations giving Leclerc credit for the estimated unpaid taxes on Tract A plus Tract B. Those estimated taxes were the combination of the 2021 Tract A bill of \$6,414.06 and the Tract B bill of \$1,063.17. Leclerc was errantly credited \$625.19 which is owed to Plaintiff.

9. Upon information and belief, Leclerc paid the 2022 taxes for Tract B in the amount of \$1,076.27. As such, after the offset of the sums described in paragraph 8 above (\$625.19), Plaintiff owes Leclerc \$451.08 which has been tendered with the service hereof.

10. Furthermore, on or about October 14, 2022 Leclerc noticed Plaintiff's subcontractors using water from his home at 222 W. Mountainview Ave. to build the house at 220 W. Mountainview Ave. and Plaintiff paid Leclerc's entire water bill for the month. Such assertions and actions would be inconsistent with Leclerc's claim of ownership of 220 W. Mountainview Ave.. (See, "Exhibit D"; Text Messages Between Leclerc and Plaintiff.). These text messages are true and correct text messages between Leclerc and Plaintiff.

11. Leclerc sold 222 W. Mountainview Ave., Tract A, on or about May 1, 2023 at which time he discovered that Tract B had been errantly conveyed to him. At that time, Leclerc maliciously placed a stop work order on 222 W. Mountainview Ave. ("Tract B")

FOR A FIRST CAUSE OF ACTION

(Declaratory Judgment)

S.C. Code Ann. § 15-53-10, *et seq.*

12. Plaintiff reiterates and re-states the allegations of its Complaint as if repeated herein verbatim.

13. This action is brought pursuant to S.C. Code § 15-53-10 et seq., seeking an Order of this Court declaring the rights of the parties hereto as a justiciable controversy exists between the parties hereto who may have or claim an interest into the Property which would be affected by this declaratory judgment action.

14. Defendant was errantly conveyed the Property which rightfully belongs to Plaintiff and has refused to cooperate in the re-conveyance back to Plaintiff. Defendant did not contract for the Property and did not pay valuable consideration for the conveyance.

15. Defendant's counsel, Nelson & Galbreath, LLC, has informed the Defendant of the fact that Defendant was errantly conveyed the Property and has sent Defendant a deed to sign in aid of re-conveying the property to Plaintiff, but Defendant has refused to cooperate. Defendant's counsel's knowledge and admissions are imputed to Defendant.

16. Defendant has also caused a "Stop Work" order to be issued on 222 W. Mountainview Avenue which maliciously interferes with Plaintiff's ability to complete construction on 222 W. Mountainview Ave. and sale the property which is Plaintiff's primary source on income to support a family.

17. Defendant's actions have been inconsistent with rightful ownership of the Property and are in fact right out egregious, spiteful and outrageous.

18. Plaintiff is informed and believes it is entitled to an Order of this Court

determining that Plaintiff is the rightful owner of the Property to file upon the indexes of the Register of Deeds of Greenville County, South Carolina.

FOR A SECOND CAUSE OF ACTION

(Quiet Title)

19. Plaintiff reiterates and re-alleges the prior allegations of this Complaint as if repeated herein verbatim.

20. This action is brought pursuant to S.C. Code Ann. § 15-67-10, et seq. seeking to quiet title to the Property identified herein and as described in that certain Lis Pendens filed

21. Plaintiff is informed and believes that it is entitled to an Order of this Court quieting title to the aforementioned property by determining Plaintiff is the rightful fee simple owner and issuing an Order to such effect to be filed with the Register of Deeds of Greenville County South Carolina.

FOR A THIRD CAUSE OF ACTION

(Slander of Title)

22. Plaintiff reiterates and re-alleges the prior allegations of this Complaint as if repeated herein verbatim.

23. By the procurement of a “Stop Work” order and by the erroneous filing of the deed conveying Tract B to Defendant and Defendant’s realizing of such and failing to re-convey Tract B to Plaintiff after demand by Plaintiff and Defendant’s own counsel, the Defendant has published and continues to wrongfully publish, with malice, a false statement that is derogatory to Plaintiff’s title which has caused actual and special damages to the Plaintiff in the form of a diminished value of the Property of basic

worthlessness, a loss of marketability, a time loss use of money, and the attorney's fees and costs associated with this action.

24. Defendants actions in the failure to cooperate with a reconveyance and return the Plaintiff to the status quo amounts to unjustifiable reckless, willful, wanton, malicious and conscionable wrong doing which entitles the Plaintiff to punitive damages.

25. As such, Plaintiff prays that the Court order the Defendant to reconvey title to Plaintiff or an Order of the same effect to be filed with the Register of Deeds of Greenville County, South Carolina along with a judgment against Defendant for actual, special and punitive damages to be determined by the trier of fact along with pre-judgment and post judgment interest thereon.

WHEREFORE, the Plaintiff would pray unto this Court as follows, to wit:

1. The Court protect the interest of the Plaintiff in this matter consistent with the pleadings herein;
2. An Order directing Defendant to reconvey title to Plaintiff or an Order of the same affect to be filed with the Register of Deeds of Greenville County, South Carolina;
3. A jury trial;
4. An Order awarding the Plaintiff actual, special and punitive damages; and
5. Such other relief as the Court deems just and proper.

Respectfully submitted,
s/ Wendell L. Hawkins
Wendell L. Hawkins (S.C. Bar #: 13583)
Wendell L. Hawkins, PA
9 Buena Vista Way, Ste. B
Greenville, SC 29615
(864) 848-9370 (Ph) (864) 848-9759 (Fax)
wlh@wlhawkinslawfirm.com
Attorneys for Plaintiff

Greenville, South Carolina
May 27, 2023

4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before June 27, 2022 ("Closing Date"). Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): Jermaine Leclerc

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. **EARNEST MONEY:** Total \$ 50,000.00 (USD) Earnest Money is paid as follows: \$ 50,000.00 accompanies this offer and \$ 50,000.00 will be paid by 6 P.M. on June 24, 2022 (date) and Earnest Money is in the form of ☒ check ☐ cash ☒ other (e.g. wire) to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Nelson & Galbreath as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request. If Earnest Money is not delivered by the agreed upon date above Seller may terminate the contract by delivering Notice of Termination to the Buyer.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, MEDIATION AGREEMENT) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ 275.00 SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

6. **TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (including but not limited to mortgage insurance, title insurance lender/owner, flood, insurance, and hazard insurance) discount points, interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes prorated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

All costs to obtain information from or pertaining to owners' association, private/public transfer fees, and any costs similar to transfer fees (e.g. certificate of assessment, capital contributions, working capital, estoppel fees or otherwise named but similar fees) are the ☒ Seller's or ☐ Buyer's transaction costs. If no box is checked these costs will be added to Seller's transaction costs.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ _____, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.

[KL] BUYER [_____] BUYER [KL] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [KL] SELLER [_____] SELLER
HAVE READ THIS PAGE

Lender (may change): _____ PNC ☐ FHA ☐ VA ☒ Conventional ☐ Seller
Other _____ . An FHA VA Financing Addendum ☐ is ☒ is not attached. Additional financing terms are ☒ are not attached.

CHECK ONLY ONE OF THE FOLLOWING OPTIONS. IF NO BOXES ARE CHECKED THIS CONTRACT WILL BE AN AS-IS CONTRACT IN REGARDS TO REPAIRS. IF MULTIPLE BOXES ARE CHECKED THEN THE FIRST PARAGRAPH WITH A CHECKED BOX WILL DETERMINE REPAIRS.

All Repair Procedure Inspections and Requests shall be completed and delivered to the Seller by 6 P.M. on June 6, 2022 (date). Any and all requests necessary to place the heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems to be conveyed in operative condition, to make the roof free of leaks, to address environmental concerns and to make the improvements structurally sound (Repair Requests) should be delivered by the deadline above. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer. Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead based hazards including lead based paints, wetlands study, appurtenant buildings, heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems, as well as, appurtenant equipment or appliances. Upon Seller's request the Buyer will provide with a copy of the Inspection Report.

No later than 6 P.M. on June 10, 2022 (date), Seller shall Deliver Notice agreeing or not agreeing to make repairs in the Buyer's Repair Requests. The costs of all repairs to heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems making these systems operable, make roof free of leaks, address environmental concerns, and to make the improvements structurally sound to be paid by Seller ("Seller Paid Repairs"). Seller Paid Requests **DO NOT** include the following items: home maintenance, flooring, fogged windows, grandfathered code issues, landscaping, preventive maintenance, cosmetic changes, home improvement, and energy efficiency. If the Seller contractually agrees to make all the requested Seller Paid Repairs, the Parties agree to proceed under the amended Contract. The repairs to any other items are the sole responsibility of the Buyer.

If the Seller does not timely respond per above or does not agree to make all the Seller Paid Repairs, the Buyer shall within 2 Calendar Days choose any one of the following options (1) accept the Property in its present condition, (2) negotiate a new/amended Contract with the Seller for the payment of these repairs/price or (3) terminate this Contract by Delivered Notice. IF BUYER FAILS TO ACCEPT, RENEGOTIATE A NEW/AMENDED CONTRACT WITH SELLER, OR TERMINATE CONTRACT BY DELIVERED NOTICE WITHIN 2 CALENDAR DAYS: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract. The obligations of the Seller for repairs terminate upon Closing.

The DUE DILIGENCE PERIOD begins upon the Effective Date and shall expire at 6 P.M. on (date). Any extension to this date must be made in writing and agreed to by both Parties.

[] BUYER [] BUYER [] SELLER [] SELLER
 [] BUYER [] BUYER [] SELLER [] SELLER
 HAVE READ THIS PAGE

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada M1T 1J5 www.lwolf.com

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® all have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/properly Due Diligence terminate or buy.

During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. **TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.**

- (1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
- (2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
- (3) Proceed under amended Contract [e.g. SCR310 and SCR525, SCR390, SCR391]
- (4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
- (5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period.

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract only by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ _____ USD Good Funds.

DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD: The Buyer agrees to buy and Seller agree to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed in writing by the Parties in this Contract

☐ **AS-IS**

All Parties agree that Property is being sold "As-Is". "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract. Buyer retains the right to inspect the Property by 6 P.M. on _____ (date) for informational purposes only. The Seller is under no obligation to remedy any issues the Buyer discovers during their inspections, and the Buyer may not terminate the contract based on the results of any inspections conducted.

9. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will grant the Buyer the right to perform a final walkthrough inspection of the property within 48 hours prior to the closing date. Seller will keep all utilities operational through Closing unless otherwise agreed:

☒ Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the inspections

Other _____

☐ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

[SL] BUYER [_____] BUYER [SH] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [SH] SELLER [_____] SELLER
HAVE READ THIS PAGE

1/2020 FORM 310 PAGE 4 of 9

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

221 W

10. APPRAISED VALUE:

☒ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Calendar Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

☐ This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is ☒ contingent ☐ not contingent upon the ☒ Buyer ☐ Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the ☒ Buyer ☐ Seller. ☒ Buyer ☐ Seller shall deliver timely Notice of and shall deliver to Closing a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than 10 calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the wood infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with a CL100 wood infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the 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 Contract by Delivering Notice of Termination to the Seller. 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 at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

13. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by _____ with at least twelve months of coverage after Closing Date ☐ will ☒ will not be provided by Closing and \$ _____ will be paid by _____ to the Home Warranty Company.

Buyer to pay any deficit and surplus reverts to payor. Proposed HWC and type of HWC: _____
NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Calendar Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount sufficient for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

31 BUYER ☐ BUYER ☒ SELLER ☐ SELLER
31 BUYER ☐ BUYER ☒ SELLER ☐ SELLER
HAVE READ THIS PAGE

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

☒ Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer/making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers have met requirements of SC Code 27-50-70 and Brokers are not responsible or liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.

☐ Buyer and Seller agree that Seller will NOT complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead In Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

18. SEX OFFENDER/CRIMINAL INFORMATION: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms; and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

23. DEFAULT:

(A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:

- (i) Deliver Notice of Default to Seller and terminate Contract; and
- (ii) Pursue any remedies available to Buyer at law or equity; and
- (iii) Recover attorneys' fees and all other direct costs of litigation if Seller found in default/breach of Contract.

(B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:

- (i) Deliver Notice of Default to Buyer and terminate Contract; and
- (ii) Pursue any remedies available to Seller at law or equity; and
- (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.

[SL] BUYER [] BUYER [SL] SELLER [] SELLER
[] BUYER [] BUYER [] SELLER [] SELLER
HAVE READ THIS PAGE

1/2020 FORM 310 PAGE 6 of 9

Produced with Law Wolf Transactions (20Form Edition) 231 Shawsheen Cr. Cambridge, Ontario, Canada N1T 1J5 www.lawwolf.com

223 W

(C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
(D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

24. MEDIATION: To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party. Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System 803-772-5206 or www.NAR.REALTOR/policy/mediation or www.screaltors.org/mediation. Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency and/or non-agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid in accordance with laws and REALTOR® ethics.

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here (e.g. SCR 390, 391, 503, 504, 315, 320, 393, 370, 375, 513, 610): _____

29. NOTICE AND DELIVERY: Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will only be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

☒ BUYER ☐ BUYER ☒ SELLER ☐ SELLER
☐ BUYER ☐ BUYER ☒ SELLER ☐ SELLER
 HAVE READ THIS PAGE

1/2020 FORM 310 PAGE 7 of 9

30. Acknowledgements: Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank. Parties are also advised and understand that audio/visual surveillance may occur in the property and parties should plan accordingly and comply with all federal, state, and local laws. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

31. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5 ☐ AM ☒ PM on May 29, 2022 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline. This offer will expire automatically if no action is taken by either party 30 calendar days after the offer's submittal.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are ☐ attached or ☐ to be Delivered to the other Party within ____ Calendar Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Jermaine Leclerc
Jermaine Leclerc

Date: 05-28-2022 5:59 PM PDT Time: _____

BUYER: _____ **Date:** _____ **Time:** _____

BUYER: _____ Date: _____ Time: _____

BUYER: _____ **Date:** _____ **Time:** _____

NOTICE ADDRESS/EMAIL/FAX: _____

SELLER: Johany Nemela dodrop verified
CS2B12 E 89 AM EDT
MYEB-4YQP-SO2Q-GTL2 Date: _____ Time: _____

SELLER: _____ **Date:** _____ **Time:** _____

SELLER: _____ **Date:** _____ **Time:** _____

SELLER: _____ **Date:** _____ **Time:** _____

NOTICE ADDRESS/EMAIL/FAX: _____

[11] BUYER [_____] BUYER [24] SELLER [_____] SELLER
 [_____] BUYER [_____] BUYER [24] SELLER [_____] SELLER
 HAVE READ THIS PAGE

Gregg Wright	Realty One Group Freedom	92759/2210
Buyer's Agent/Company		Buyer's Agent License #/LLR Office Code
gwright1970@gmail.com		(864)908-1250
Buyer's Agent's Email Address		Buyer's Agent Telephone Number
Dani Ezelle	Ezelle Hines Properties, LLC	100166/24449
Seller's Agent/Company		Seller's Agent License #/LLR Office Code
dani@ezellehines.com		803-608-8989
Seller's Agent's Email Address		Seller's Agent Telephone Number

REALTOR® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCAR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCAR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic format without the prior written consent of SCAR. SCAR makes no representation as to the legal adequacy of this form or the information added for a specific transaction and recommends that Parties consult a SC attorney prior to signing to ensure the completed form meets your legal need.

☒ BUYER ☐ BUYER ☒ SELLER ☐ SELLER
☐ BUYER ☐ BUYER ☒ SELLER ☐ SELLER
 HAVE READ THIS PAGE

1/2020 FORM 310 PAGE 9 of 9



2022062020

4 Pgs

DEED Book: DE 2665 Page: 0224 - 0227

August 8, 2022 12:08:21 PM Cons: \$915,000.00

Rec: \$15.00 Cnty Tax: \$1,006.50 State Tax: \$2,379.00

E-FILED IN GREENVILLE COUNTY, SC

*Timothy J. Manning***DEED BY A CORPORATION OR PARTNERSHIP**

State of South Carolina

County of Greenville

)
)
)**LIMITED WARRANTY**

KNOW ALL MEN BY THESE PRESENTS: That Everett Homes LLC, (hereinafter called "Grantor") for and in consideration of the sum of **Nine Hundred Fifteen Thousand Dollars and No Cents (\$915,000.00)** to it in hand paid at and before the sealing of these presents by **Jermaine Leclerc** (hereinafter called "Grantee") in the State aforesaid, (the receipt and sufficiency whereof is hereby acknowledged,) has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the Grantee, his heirs, successors, and assigns.

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Tract A and Tract B, on a plat there of entitled "John Asher", prepared by Site Design, Inc., dated February 4, 2019 and recorded in Plat Book 1336 at Page 2 in the ROD Office for Greenville County, South Carolina. Reference is hereby made to said plat of record for a more complete and accurate description as to the metes and bounds, courses and distances as appear thereon.

This being the same property conveyed to Everett Homes LLC by deed from Benjamin Young and Stephanie Young dated 6/23/2020 and recorded 6/25/2020 in the Office of the ROD County of Greenville in Deed Book 2598 at Page 5322.

TMS #: 0177.00-04-003.00

Grantee's Mailing Address: 222 West Mountainview, Greenville, SC 29609

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the Premises belonging; or in anywise incident appertaining;

TO HAVE AND TO HOLD all and singular the Premises mentioned unto the Grantee, his heirs, successors and assigns, forever.

AND the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the premises unto the Grantee his heirs successors, and assigns, against itself and its successors.

Any reference in this instrument to the plural shall include the singular, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.



IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its undersigned officer(s) or partner(s) and its seal to be hereto affixed.

Dated this 29 day of July, 2022

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

Ronald C. Dodson
Witness #1
Ronald C. Dodson
Witness #2

Jonathan E. Niemela
Everett Homes, LLC
As: Jonathan E. Niemela
Its: Member

State of South Carolina

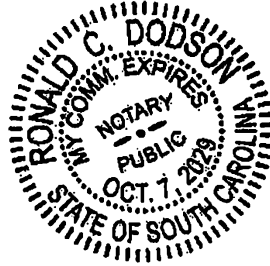
County of Greenville

ACKNOWLEDGEMENT

I, Ronald C. Dodson, do hereby certify that Jonathan E. Niemela, the of Everett Homes LLC personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29 day of July, 2022

Ronald C. Dodson [SEAL]
Ronald C. Dodson
Notary Public for South Carolina
My Commission expires: 10/07/2029



State of South Carolina)
County of Greenville) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFER

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred located at 222 West Mountainview, Greenville, SC 29609, bearing Greenville County Tax Map Number 0177.00-04-003.00 was transferred by Everett Homes LLC to Jermaine Leclerc on August 01, 2022.
3. Check one of the following: The deed is
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information sections of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of Nine Hundred Fifteen Thousand Dollars and No Cents (\$915,000.00)
 - (b) The fee is computed on the fair market value of the realty which is _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes ☐ or No ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
\$0.00.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: Nine Hundred Fifteen Thousand Dollars and No Cents (\$915,000.00)
 - (b) Place the amount listed in item 5 above here: ZERO
(if no amount is listed place zero here)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: Nine Hundred Fifteen Thousand Dollars and No Cents (\$915,000.00)
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:
Three Thousand Three Hundred Eighty Five Dollars and Fifty Cents (\$3,385.50)
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

AG M
Responsible Person Connected with the Transaction

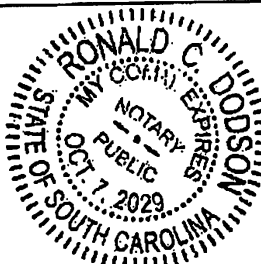
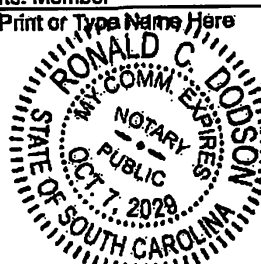
Everette Homes, LLC
As: Jonathan E. Niemela
Its: Member

Print or Type Name Here

SWORN to and subscribed before me this

21 day of JULY, 2023

Ronald C. Dodson
Notary (printed name): Ronald C. Dodson
Notary Public for South Carolina
My Commission Expires: 10/7/2029



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

File No.: 3240139

Page 2 of 2

131 Falls Street, Suite 101
Greenville, SC 29601

NELSON & GALBREATH, LLC
ATTORNEYS AT LAW

Cecil H. Nelson, Jr.
cnelson@nelsongalbreath.com
J. Nathan Galbreath
jgalbreath@nelsongalbreath.com
R. Brian Ponder
brponder@nelsongalbreath.com

PHONE: 864/232-3766
FAX: 864/235-1420
www.nelsongalbreath.com

May 2, 2023

Dr. Jermaine Leclerc
275 Southwest Lost River Road
Stuart, FL 34997

Re: Quitclaim Deed for Tract B, 0.150 acres, 220 West Mountainview Avenue, Greenville, SC 29609; Greenville County Tax Map Parcel 0177.00-04-003.01

Dr. Leclerc:

Pursuant to our phone conversation yesterday, I am delivering the following documents: 1) a proposed quitclaim deed from you to Everett Homes, LLC for the above referenced Tract B; 2) a copy of your Contract of Sale with Everett Homes, LLC for the purchase of 222 West Mountainview Avenue, Greenville, SC, Greenville County Tax Map Parcel 0177.00-04-003.00; 3) a copy of a deed to Everett Homes, LLC for Tract A and Tract B, Greenville County Tax Map Parcels 0177.00-04-003.00 and 003.01, respectively; 4) our deed to you incorrectly conveying Tracts A & B, instead of conveying only Tract A; 5) a copy of the plat delineating Tract A and Tract B; and 6) Greenville County Tax statements for Greenville County Tax Map Parcels 0177.00-04-003.00 and 003.01.

You requested that I contact your attorney about this matter. Unfortunately, our conversation ended prior to my being able to ascertain who your attorney is. As such, please forward this documentation to your attorney and provide your attorney with my contact information, so that we can discuss the quitclaim deed. In the meantime I am

Respectfully yours,

R. Brian Ponder



ELECTRONICALLY FILED - 2023 May 27 1:51 PM - GREENVILLE - COMMON PLEAS - CASE#2023CP2302709

Grantee's Address: 321 Shadow Lane
Lyman, SC 29635

TMS No.: 0177.00-04-003.01

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee and the Grantee's heirs and assigns forever.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hands and seals this the _____ day of May, 2023.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness #1

Jermaine Leclerc

Witness #2

State of Florida

)

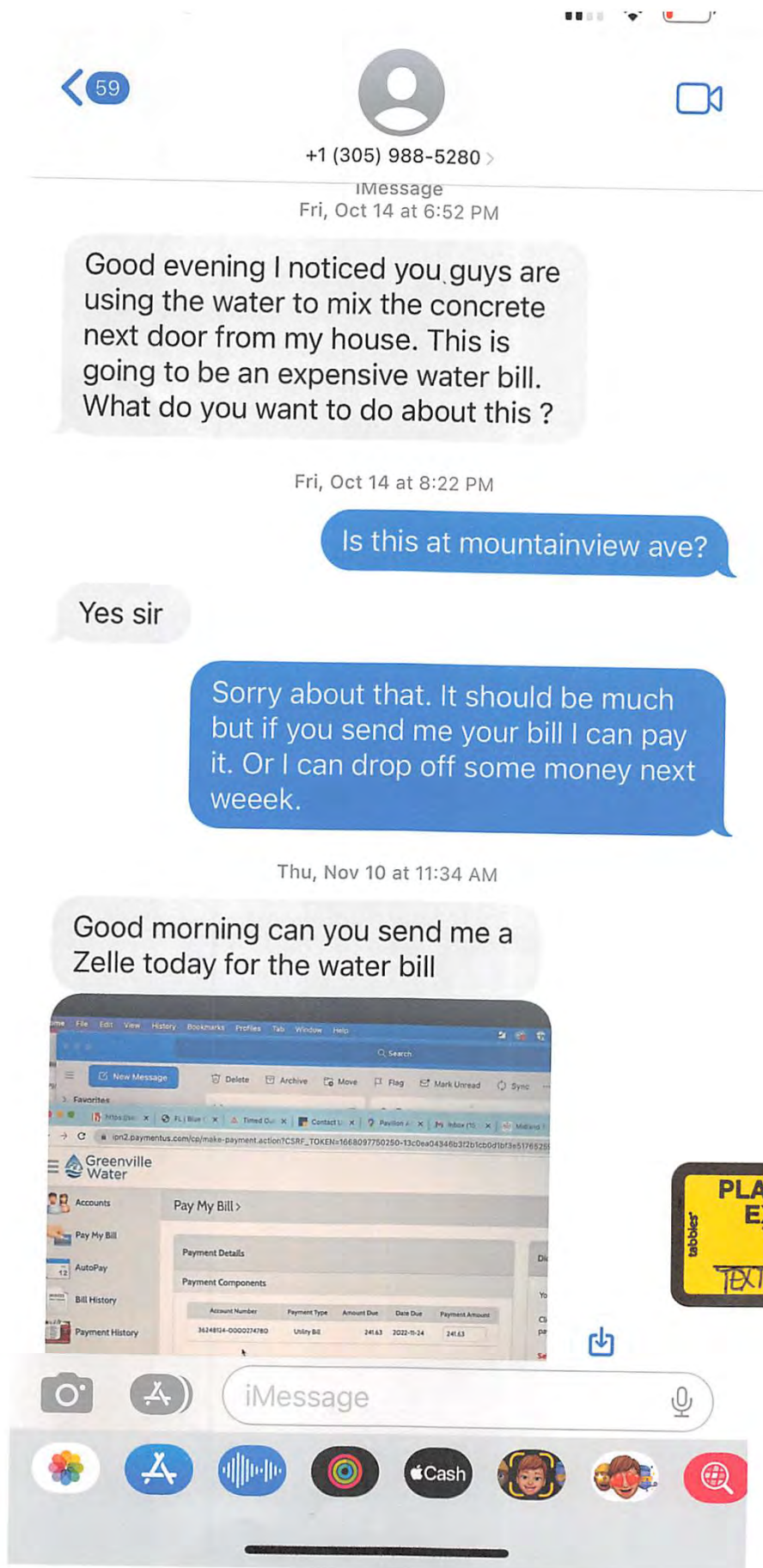
County of Martin

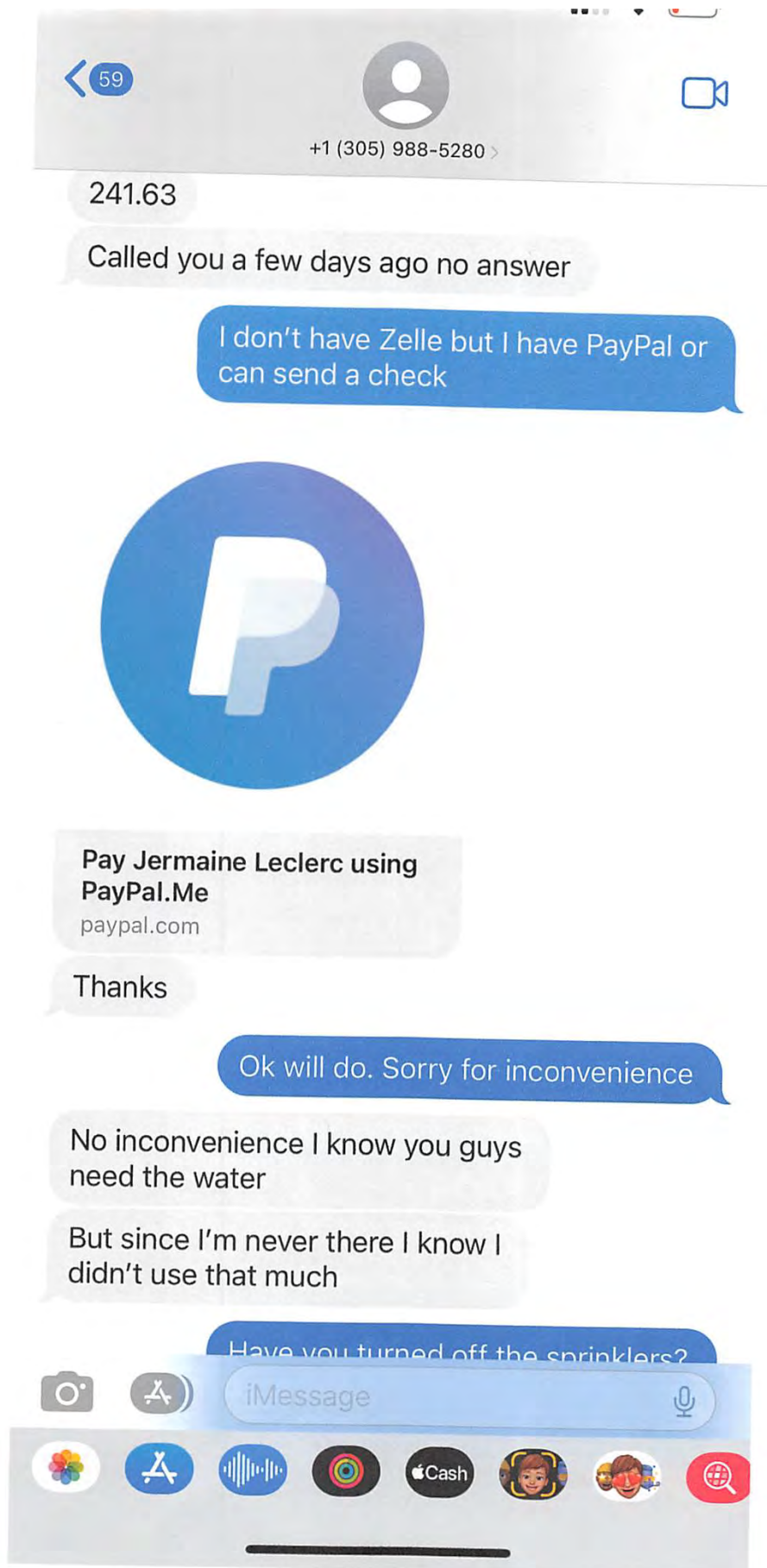
)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of May, 2023 by **Jermaine Leclerc**.

(SEAL)
Notary Public for the State of Florida
My Commission Expires: _____





STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	CASE NO.: 2023-CP-23-02709
Everett Homes, LLC	)	AMENDED SUMMONS
PLAINTIFF	)	
vs	)	
Jermaine Leclerc	)	
DEFENDANTS.	)	
	)	
	)	
	)	
	)	

TO THE ABOVE NAMED DEFENDANT:

You are hereby summonsed and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint upon the subscriber at 9 Buena Vista Way Greenville, SC 29615 within thirty (30) days after service hereof, exclusive of the day of service. If you fail to answer the Complaint within that time, the Plaintiff(s) will apply to the court for the relief demanded in the Complaint and a Judgment by Default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

s/ Wendell L. Hawkins
Wendell L. Hawkins, Esq. (SC BAR # 13583)
Wendell L. Hawkins, P.A.
9 Buena Vista Way, Ste. B
Greenville, SC 29615
(864)848-9370 (P) (864)848-9759 (F)
wlh@wlhawkinslawfirm.com
Attorneys for Plaintiff

May 30, 2023
Greenville, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	CASE NO.: 2023-CP-23-02709
Everett Homes, LLC	)	AMENDED COMPLAINT
PLAINTIFF	)	
vs	)	
Jermaine Leclerc	)	
DEFENDANTS.	)	
	)	
	)	
	)	
	)	

Plaintiff, by and through the undersigned attorney, complaining of the named Defendant herein, would respectfully show this Court the following:

JURISDICTION AND VENUE

1. Plaintiff, Everette Homes, LLC (hereinafter referred to as "Everett" or "Plaintiff"), is a South Carolina Limited Liability Company operating as a licensed home builder and is the rightful owner of the real property which is the subject matter of this action which is better described as,

All that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina being shown and designated as Tract B, on a plat entitled "John Asher," prepared by Stie Design, Inc. dated February 4, 2019 and being recorded in Plat Book 1336, Page 2 in the register of Deeds Office of Greenville County, South Carolina, reference being made to said plat being hereby made for a more complete property description.

This being a portion of the same property erroneously conveyed to Jermaine Leclerc by deed of Everett Homes, LLC dated July 29, 2022 and recorded on August 8, 2022 in the Register of Deeds Office for Greenville County, South Carolina in Deed Book 2665 at Page 224.

TMS# 0177.00-04-003.01

2. Defendant, Jermaine Leclerc (hereinafter “Leclerc” or “Defendant”), upon information and belief, is a resident of the State of Florida, who was errantly conveyed the Property which is located in the County of Greenville, South Carolina.

3. This action involves the rightful ownership of real property in Greenville County, South Carolina, and, as such, this Court has *in rem* jurisdiction.

4. For the forgoing reasons jurisdiction and venue are proper with this court.

FACTS

5. On or about May 29, 2022, Plaintiff and Defendant entered into a contract for the purchase and sale of 222 W. Mountainview Avenue in the City of Greenville, SC bearing Greenville County Tax Map number 0177.00-04-003.00 (the “Contract”). A true and correct copy of the Contract is attached hereto as “Exhibit A”. This property is better described as

All that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina being shown and designated as Tract A, on a plat entitled “John Asher,” prepared by Stie Design, Inc. dated February 4, 2019 and being recorded in Plat Book 1336, Page 2 in the register of Deeds Office of Greenville County, South Carolina, reference being made to said plat being hereby made for a more complete property description.

This being a portion of the same property conveyed to Jermaine Leclerc by deed of Everett Homes, LLC dated July 29, 2022 and recorded on August 8, 2022 in the Register of Deeds Office for Greenville County, South Carolina in Deed Book 2665 at Page 224.

TMS# 0177.00-04-003.00 (hereinafter “Tract A”)

6. A closing on Tract A was held in the law offices of Nelson & Galbreath, LLC on or about August 4, 2022 (the “Closing”). Nelson & Galbreath, LLC represented Leclerc in the Closing and their knowledge is therefore imputed to Leclerc.

7. Leclerc's counsel errantly conveyed Tract A and B to Leclerc (See, "Exhibit B"; the "Deed"), but Leclerc only paid consideration for Tract A. Leclerc's counsel acknowledged the error in that certain correspondence dated May 2, 2023 which is attached hereto as "Exhibit C".

8. Leclerc's counsel also errantly calculated the tax prorations giving Leclerc credit for the estimated unpaid taxes on Tract A plus Tract B. Those estimated taxes were the combination of the 2021 Tract A bill of \$6,414.06 and the Tract B bill of \$1,063.17. Leclerc was errantly credited \$625.19 which is owed to Plaintiff.

9. Upon information and belief, Leclerc paid the 2022 taxes for Tract B in the amount of \$1,076.27. As such, after the offset of the sums described in paragraph 8 above (\$625.19), Plaintiff owes Leclerc \$451.08 which has been tendered with the service hereof.

10. Furthermore, on or about October 14, 2022 Leclerc noticed Plaintiff's subcontractors using water from his home at 222 W. Mountainview Ave. to build the house at 220 W. Mountainview Ave. and Plaintiff paid Leclerc's entire water bill for the month. Such assertions and actions would be inconsistent with Leclerc's claim of ownership of 220 W. Mountainview Ave.. (See, "Exhibit D"; Text Messages Between Leclerc and Plaintiff.). These text messages are true and correct text messages between Leclerc and Plaintiff.

11. Leclerc sold 222 W. Mountainview Ave., Tract A, on or about May 1, 2023 at which time he discovered that Tract B had been errantly conveyed to him. At that time, Leclerc maliciously placed a stop work order on 220 W. Mountainview Ave. ("Tract B")

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)

S.C. Code Ann. § 15-53-10, *et seq.*

12. Plaintiff reiterates and re-states the allegations of its Complaint as if repeated herein verbatim.

13. This action is brought pursuant to S.C. Code § 15-53-10 *et seq.*, seeking an Order of this Court declaring the rights of the parties hereto as a justiciable controversy exists between the parties hereto who may have or claim an interest into the Property which would be affected by this declaratory judgment action.

14. Defendant was errantly conveyed the Property which rightfully belongs to Plaintiff and has refused to cooperate in the re-conveyance back to Plaintiff. Defendant did not contract for the Property and did not pay valuable consideration for the conveyance.

15. Defendant's counsel, Nelson & Galbreath, LLC, has informed the Defendant of the fact that Defendant was errantly conveyed the Property and has sent Defendant a deed to sign in aid of re-conveying the property to Plaintiff, but Defendant has refused to cooperate. Defendant's counsel's knowledge and admissions are imputed to Defendant.

16. Defendant has also caused a "Stop Work" order to be issued on 220 W. Mountainview Avenue which maliciously interferes with Plaintiff's ability to complete construction on 220 W. Mountainview Ave. and sale the property which is Plaintiff's primary source on income to support a family.

17. Defendant's actions have been inconsistent with rightful ownership of the Property and are in fact right out egregious, spiteful and outrageous.

18. Plaintiff is informed and believes it is entitled to an Order of this Court determining that Plaintiff is the rightful owner of the Property to file upon the indexes of

the Register of Deeds of Greenville County, South Carolina.

FOR A SECOND CAUSE OF ACTION

(Quiet Title)

19. Plaintiff reiterates and re-alleges the prior allegations of this Complaint as if repeated herein verbatim.

20. This action is brought pursuant to S.C. Code Ann. § 15-67-10, et seq. seeking to quiet title to the Property identified herein and as described in that certain Lis Pendens filed

21. Plaintiff is informed and believes that it is entitled to an Order of this Court quieting title to the aforementioned property by determining Plaintiff is the rightful fee simple owner and issuing an Order to such effect to be filed with the Register of Deeds of Greenville County South Carolina.

FOR A THIRD CAUSE OF ACTION

(Slander of Title)

22. Plaintiff reiterates and re-alleges the prior allegations of this Complaint as if repeated herein verbatim.

23. By the procurement of a “Stop Work” order and by the erroneous filing of the deed conveying Tract B to Defendant and Defendant’s realizing of such and failing to re-convey Tract B to Plaintiff after demand by Plaintiff and Defendant’s own counsel, the Defendant has published and continues to wrongfully publish, with malice, a false statement that is derogatory to Plaintiff’s title which has caused actual and special damages to the Plaintiff in the form of a diminished value of the Property of basic worthlessness, a loss of marketability, a time loss use of money, and the attorney’s fees

and costs associated with this action.

24. Defendant's actions in the failure to cooperate with a reconveyance and return the Plaintiff to the status quo amounts to unjustifiable reckless, willful, wanton, malicious and conscionable wrong doing which entitles the Plaintiff to punitive damages.

25. As such, Plaintiff prays that the Court order the Defendant to reconvey title to Plaintiff or an Order of the same effect to be filed with the Register of Deeds of Greenville County, South Carolina along with a judgment against Defendant for actual, special and punitive damages to be determined by the trier of fact along with pre-judgment and post judgment interest thereon.

FOR A FORTH CAUSE OF ACTION

(Unjust Enrichment)

26. Plaintiff reiterates and re-alleges the prior allegations of this Complaint as if repeated herein verbatim.

27. Defendant has erroneously received title to the Plaintiff's property and refuses to return such property after demand.

28. Defendant paid no valuable consideration for the Plaintiff's Property and to allow Defendant to retain the Property at the expense of Plaintiff would be an act of injustice toward the Plaintiff and inequitable.

29. As such, Plaintiff prays that the Court order the Defendant to reconvey title to Plaintiff or an Order of the same effect to be filed with the Register of Deeds of Greenville County, South Carolina. along with a judgment against Defendant for actual, special and punitive damages to be determined by the trier of fact along with pre-judgment and post judgment interest thereon.

WHEREFORE, the Plaintiff would pray unto this Court as follows, to wit:

1. The Court protect the interest of the Plaintiff in this matter consistent with the pleadings herein;
2. An Order directing Defendant to reconvey title to Plaintiff or an Order of the same affect to be filed with the Register of Deeds of Greenville County, South Carolina;
3. A jury trial;
4. An Order awarding the Plaintiff actual, special and punitive damages; and
5. Such other relief as the Court deems just and proper.

Respectfully submitted,
s/ Wendell L. Hawkins
Wendell L. Hawkins (S.C. Bar #: 13583)
Wendell L. Hawkins, PA
9 Buena Vista Way, Ste. B
Greenville, SC 29615
(864) 848-9370 (Ph) (864) 848-9759 (Fax)
wlh@wlhawkinslawfirm.com
Attorneys for Plaintiff

Greenville, South Carolina
May 30, 2023



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE
(RESIDENTIAL)

PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

1. **PARTIES:** This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:

Buyer(s), Jermaine Leclerc

Seller(s), Everett Homes LLC ("Buyer"), and

("Seller").

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing. Nelson & Galbreath
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to initially cause this primary Contract to be binding on all Parties.
(E) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(F) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

☐ BUYER ☐ SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

fl (initials) BUYER(s) acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving ☒ Client ☐ Customer service in this transaction.

SW (initials) SELLER(s) acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving ☒ Client ☐ Customer service in this transaction.

2. **PURCHASE PRICE:** \$ 915,000.00

Nine Hundred Fifteen Thousand

Payable by transfer of Good Funds via ☒ Finance or ☐ a combination of Finance and Cash USD or ☐ Cash USD.

Verification of Cash available for Closing is ☐ attached ☒ not attached ☐ to be Delivered before _____.
This Contract ☐ is ☒ is not contingent upon the sale and closing of Buyer's real property and SCR504 ☐ is ☒ is not attached.

3. **PROPERTY:** Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain in operable condition the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address 222 W Mountainview Avenue Unit # _____
City Greenville State of South Carolina
Zip 29609 County of Greenville

Lot _____ Block _____ Section/Phase _____ Subdivision _____
Other _____ Tax Map 0177000400300

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):



4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before June 27, 2022 ("Closing Date"). Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): Jermaine Leclerc

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

5. **EARNEST MONEY:** Total \$ 50,000.00 (USD) Earnest Money is paid as follows: \$ _____ accompanies this offer and \$ 50,000.00 will be paid by 6 P.M. on June 24, 2022 (date) and Earnest Money is in the form of ☒ check ☐ cash ☒ other (e.g. wire)

to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Nelson & Galbreath as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request. If Earnest Money is not delivered by the agreed upon date above Seller may terminate the contract by delivering Notice of Termination to the Buyer.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, MEDIATION AGREEMENT) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT \$ 275.00 SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

6. **TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (including but not limited to mortgage insurance, title insurance lender/owner, flood, insurance, and hazard insurance) discount points, interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes prorated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

All costs to obtain information from or pertaining to owners' association, private/public transfer fees, and any costs similar to transfer fees (e.g. certificate of assessment, capital contributions, working capital, estoppel fees or otherwise named but similar fees) are the ☒ Seller's or ☐ Buyer's transaction costs. If no box is checked these costs will be added to Seller's transaction costs.

At Closing, Seller will pay Buyer's transaction costs not to exceed \$ _____, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.

[KL] BUYER [_____] BUYER [KL] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [KL] SELLER [_____] SELLER
HAVE READ THIS PAGE

1/2020 FORM 310 PAGE 2 of 9

7. **FINANCE:** Buyer's obligation under this Contract ☒ is ☐ is not contingent upon obtaining financing of a ☒ 30 year or ☐ 15 year or ☐ other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a maximum 75,000 % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing by May 30, 2022 (date) and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions by June 17, 2022 (date) (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If the Buyer changes their Lender during the Financing Period they must notify the seller in writing within 2 calendar days. Absent written approval by the Seller, Buyer cannot change lender if the closing date agreed upon in Paragraph 4 will change as a direct result. If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice.

Lender (may change): PNC ☐ FHA ☐ VA ☒ Conventional ☐ Seller
☐ Other _____ . An FHA VA Financing Addendum ☐ is ☒ is not attached. Additional financing terms
☐ are ☒ are not attached.

8. **REPAIRS:**

CHECK ONLY ONE OF THE FOLLOWING OPTIONS. IF NO BOXES ARE CHECKED THIS CONTRACT WILL BE AN AS-IS CONTRACT IN REGARDS TO REPAIRS. IF MULTIPLE BOXES ARE CHECKED THEN THE FIRST PARAGRAPH WITH A CHECKED BOX WILL DETERMINE REPAIRS.

☒ **REPAIR PROCEDURE:**

All Repair Procedure Inspections and Requests shall be completed and delivered to the Seller by 6 P.M. on June 6, 2022 (date). Any and all requests necessary to place the heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems to be conveyed in operative condition, to make the roof free of leaks, to address environmental concerns and to make the improvements structurally sound (Repair Requests) should be delivered by the deadline above. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer. Buyer at Buyer's expense shall have the privilege and responsibility of inspecting the structure, square footage, environmental concerns including but not limited to mold, radon gas, lead based hazards including lead based paints, wetlands study, appurtenant buildings, heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems, as well as, appurtenant equipment or appliances. Upon Seller's request the Buyer will provide with a copy of the Inspection Report.

No later than 6 P.M. on June 10, 2022 (date), Seller shall Deliver Notice agreeing or not agreeing to make repairs in the Buyer's Repair Requests. The costs of all repairs to heating systems, air conditioning systems, electrical systems, plumbing systems, water supply systems, water waste systems making these systems operable, make roof free of leaks, address environmental concerns, and to make the improvements structurally sound to be paid by Seller ("Seller Paid Repairs"). Seller Paid Requests DO NOT include the following items: home maintenance, flooring, fogged windows, grandfathered code issues, landscaping, preventive maintenance, cosmetic changes, home improvement, and energy efficiency. If the Seller contractually agrees to make all the requested Seller Paid Repairs, the Parties agree to proceed under the amended Contract. The repairs to any other items are the sole responsibility of the Buyer.

If the Seller does not timely respond per above or does not agree to make all the Seller Paid Repairs, the Buyer shall within 2 Calendar Days choose any one of the following options (1) accept the Property in its present condition, (2) negotiate a new/amended Contract with the Seller for the payment of these repairs/price or (3) terminate this Contract by Delivered Notice. **IF BUYER FAILS TO ACCEPT, RENEGOTIATE A NEW/AMENDED CONTRACT WITH SELLER, OR TERMINATE CONTRACT BY DELIVERED NOTICE WITHIN 2 CALENDAR DAYS: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract. The obligations of the Seller for repairs terminate upon Closing.**

☐ **DUE DILIGENCE:**

The DUE DILIGENCE PERIOD begins upon the Effective Date and shall expire at 6 P.M. on _____ (date). Any extension to this date must be made in writing and agreed to by both Parties.

6 BUYER ☐ BUYER ☒ SELLER ☐ SELLER
☐ BUYER ☐ BUYER ☒ SELLER ☐ SELLER
 HAVE READ THIS PAGE

During the Due Diligence Period, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® all have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/properly Due Diligence terminate or buy.

During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. **TIME IS OF THE ESSENCE. Delivering a Repair Request does not extend the Due Diligence Period.**

- (1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
- (2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
- (3) Proceed under amended Contract [e.g. SCR310 and SCR525, SCR390, SCR391]
- (4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
- (5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period.

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract only by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ _____ USD Good Funds.

DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD: The Buyer agrees to buy and Seller agree to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed in writing by the Parties in this Contract

☐ AS-IS

All Parties agree that Property is being sold "As-Is". "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract. Buyer retains the right to inspect the Property by 6 P.M. on _____ (date) for informational purposes only. The Seller is under no obligation to remedy any issues the Buyer discovers during their inspections, and the Buyer may not terminate the contract based on the results of any inspections conducted.

9. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will grant the Buyer the right to perform a final walkthrough inspection of the property within 48 hours prior to the closing date. Seller will keep all utilities operational through Closing unless otherwise agreed:

☒ Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the inspections

Other _____

☐ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

[1] BUYER [_____] BUYER [24] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [24] SELLER [_____] SELLER
HAVE READ THIS PAGE

1/2020 FORM 310 PAGE 4 of 9

10. APPRAISED VALUE:

☒ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Calendar Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.

☐ This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is ☒ contingent ☐ not contingent upon the ☒ Buyer ☐ Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the ☒ Buyer ☐ Seller. ☒ Buyer ☐ Seller shall deliver timely Notice of and shall deliver to Closing a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than 10 calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the wood infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with a CL100 wood infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the 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 Contract by Delivering Notice of Termination to the Seller. 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 at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

13. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by _____ with at least twelve months of coverage after Closing Date ☐ will ☒ will not be provided by Closing and \$ _____ will be paid by _____ to the Home Warranty Company.

Buyer to pay any deficit and surplus reverts to payor. Proposed HWC and type of HWC: _____
NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 5 Calendar Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount sufficient for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

31 BUYER ☐ BUYER ☒ SELLER ☐ SELLER
31 BUYER ☐ BUYER ☒ SELLER ☐ SELLER
HAVE READ THIS PAGE

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

- ☒ Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer/making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers have met requirements of SC Code 27-50-70 and Brokers are not responsible or liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.
- ☐ Buyer and Seller agree that Seller will NOT complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead In Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

18. SEX OFFENDER/CRIMINAL INFORMATION: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms; and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel. Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer.

23. DEFAULT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
- (i) Deliver Notice of Default to Seller and terminate Contract; and
 - (ii) Pursue any remedies available to Buyer at law or equity; and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller found in default/breach of Contract.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
- (i) Deliver Notice of Default to Buyer and terminate Contract; and
 - (ii) Pursue any remedies available to Seller at law or equity; and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.

[SL] BUYER [] BUYER [SL] SELLER [] SELLER
[] BUYER [] BUYER [] SELLER [] SELLER
HAVE READ THIS PAGE

(C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
(D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

24. MEDIATION: To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party. Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System 803-772-5206 or www.NAR.REALTOR/policy/mediation or www.screaltors.org/mediation. Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency and/or non-agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid in accordance with laws and REALTOR® ethics.

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here (e.g. SCR 390, 391, 503, 504, 315, 320, 393, 370, 375, 513, 610): _____

29. NOTICE AND DELIVERY: Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will only be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

☒ BUYER ☐ BUYER ☒ SELLER ☐ SELLER
☐ BUYER ☐ BUYER ☒ SELLER ☐ SELLER
 HAVE READ THIS PAGE

1/2020 FORM 310 PAGE 7 of 9

ELECTRONICALLY FILED - 2023 May 30 2:30 PM - GREENVILLE - COMMON PLEAS - CASE#2023CP2302709

22 W

Gregg Wright	Realty One Group Freedom	92759/2210
Buyer's Agent/Company		Buyer's Agent License #/LLR Office Code
gwright1970@gmail.com		(864)908-1250
Buyer's Agent's Email Address		Buyer's Agent Telephone Number
Dani Ezelle	Ezelle Hines Properties, LLC	100166/24449
Seller's Agent/Company		Seller's Agent License #/LLR Office Code
dani@ezellehines.com		803-608-8989
Seller's Agent's Email Address		Seller's Agent Telephone Number

REALTOR® is the registered collective membership mark which may be used only by those real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its strict professional Code of Ethics. The South Carolina Association of REALTORS® (SCAR) owns copyright to the content of this form and expressly prohibits the display, distribution, duplication, transmission, alteration, or reproduction of any part of SCAR copyright content as well as the use of the name "South Carolina Association of REALTORS®" in connection with any written or electronic format without the prior written consent of SCAR. SCAR makes no representation as to the legal adequacy of this form or the information added for a specific transaction and recommends that Parties consult a SC attorney prior to signing to ensure the completed form meets your legal need.

☒ BUYER ☐ BUYER ☒ SELLER ☐ SELLER
☐ BUYER ☐ BUYER ☒ SELLER ☐ SELLER
 HAVE READ THIS PAGE

1/2020 FORM 310 PAGE 9 of 9



2022062020

4 Pgs

DEED Book: DE 2665 Page: 0224 - 0227

August 8, 2022 12:08:21 PM Cons: \$915,000.00

Rec: \$15.00 Cnty Tax: \$1,006.50 State Tax: \$2,379.00

E-FILED IN GREENVILLE COUNTY, SC

*Timothy J. Manning***DEED BY A CORPORATION OR PARTNERSHIP**

State of South Carolina

County of Greenville

)
)
)**LIMITED WARRANTY**

KNOW ALL MEN BY THESE PRESENTS: That **Everett Homes LLC**, (hereinafter called "Grantor") for and in consideration of the sum of **Nine Hundred Fifteen Thousand Dollars and No Cents (\$915,000.00)** to it in hand paid at and before the sealing of these presents by **Jermaine Leclerc** (hereinafter called "Grantee") in the State aforesaid, (the receipt and sufficiency whereof is hereby acknowledged,) has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the Grantee, his heirs, successors, and assigns.

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Tract A and Tract B, on a plat there of entitled "John Asher", prepared by Site Design, Inc., dated February 4, 2019 and recorded in Plat Book 1336 at Page 2 in the ROD Office for Greenville County, South Carolina. Reference is hereby made to said plat of record for a more complete and accurate description as to the metes and bounds, courses and distances as appear thereon.

This being the same property conveyed to Everett Homes LLC by deed from Benjamin Young and Stephanie Young dated 6/23/2020 and recorded 6/25/2020 in the Office of the ROD County of Greenville in Deed Book 2598 at Page 5322.

TMS #: 0177.00-04-003.00

Grantee's Mailing Address: 222 West Mountainview, Greenville, SC 29609

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the Premises belonging; or in anywise incident appertaining;

TO HAVE AND TO HOLD all and singular the Premises mentioned unto the Grantee, his heirs, successors and assigns, forever.

AND the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular the premises unto the Grantee his heirs successors, and assigns, against itself and its successors.

Any reference in this instrument to the plural shall include the singular, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.



IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its undersigned officer(s) or partner(s) and its seal to be hereto affixed.

Dated this 29 day of July, 2022

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness #1

[Signature]
Witness #2

[Signature]
Everett Homes, LLC
As: Jonathan E. Niemela
Its: Member

State of South Carolina

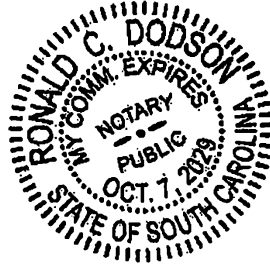
County of Greenville

ACKNOWLEDGEMENT

I, Ronald C. Dodson, do hereby certify that Jonathan E. Niemela, the of Everett Homes LLC personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29 day of July, 2022

[Signature] [SEAL]
Ronald C. Dodson
Notary Public for South Carolina
My Commission expires: 10/07/2029



State of South Carolina)
County of Greenville) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFER

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred located at 222 West Mountainview, Greenville, SC 29609, bearing Greenville County Tax Map Number 0177.00-04-003.00 was transferred by Everett Homes LLC to Jermaine Leclerc on August 01, 2022.
3. Check one of the following: The deed is
 - (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☐ exempt from the deed recording fee because (See Information sections of affidavit):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of Nine Hundred Fifteen Thousand Dollars and No Cents (\$915,000.00)
 - (b) The fee is computed on the fair market value of the realty which is _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes ☐ or No ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
\$0.00.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: Nine Hundred Fifteen Thousand Dollars and No Cents (\$915,000.00)
 - (b) Place the amount listed in item 5 above here: ZERO
(if no amount is listed place zero here)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: Nine Hundred Fifteen Thousand Dollars and No Cents (\$915,000.00)
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:
Three Thousand Three Hundred Eighty Five Dollars and Fifty Cents (\$3,385.50)
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

AG M
Responsible Person Connected with the Transaction

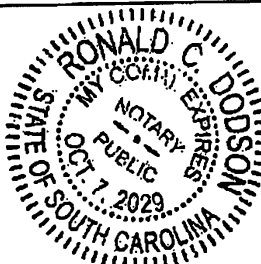
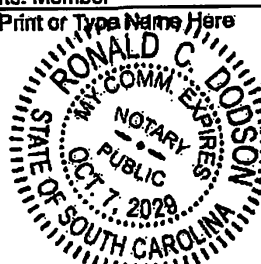
Everette Homes, LLC
As: Jonathan E. Niemela
Its: Member

Print or Type Name Here

SWORN to and subscribed before me this

21 day of JULY, 2023

Ronald C. Dodson
Notary (printed name): Ronald C. Dodson
Notary Public for South Carolina
My Commission Expires: 10/7/2029



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantees, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

File No.: 3240139

Page 2 of 2

131 Falls Street, Suite 101
Greenville, SC 29601

NELSON & GALBREATH, LLC
ATTORNEYS AT LAW

Cecil H. Nelson, Jr.
cnelson@nelsongalbreath.com
J. Nathan Galbreath
jgalbreath@nelsongalbreath.com
R. Brian Ponder
brponder@nelsongalbreath.com

PHONE: 864/232-3766
FAX: 864/235-1420
www.nelsongalbreath.com

May 2, 2023

Dr. Jermaine Leclerc
275 Southwest Lost River Road
Stuart, FL 34997

Re: Quitclaim Deed for Tract B, 0.150 acres, 220 West Mountainview Avenue, Greenville, SC 29609; Greenville County Tax Map Parcel 0177.00-04-003.01

Dr. Leclerc:

Pursuant to our phone conversation yesterday, I am delivering the following documents: 1) a proposed quitclaim deed from you to Everett Homes, LLC for the above referenced Tract B; 2) a copy of your Contract of Sale with Everett Homes, LLC for the purchase of 222 West Mountainview Avenue, Greenville, SC, Greenville County Tax Map Parcel 0177.00-04-003.00; 3) a copy of a deed to Everett Homes, LLC for Tract A and Tract B, Greenville County Tax Map Parcels 0177.00-04-003.00 and 003.01, respectively; 4) our deed to you incorrectly conveying Tracts A & B, instead of conveying only Tract A; 5) a copy of the plat delineating Tract A and Tract B; and 6) Greenville County Tax statements for Greenville County Tax Map Parcels 0177.00-04-003.00 and 003.01.

You requested that I contact your attorney about this matter. Unfortunately, our conversation ended prior to my being able to ascertain who your attorney is. As such, please forward this documentation to your attorney and provide your attorney with my contact information, so that we can discuss the quitclaim deed. In the meantime I am

Respectfully yours,

R. Brian Ponder



ELECTRONICALLY FILED - 2023 May 30 2:30 PM - GREENVILLE - COMMON PLEAS - CASE#2023CP2302709

State of South Carolina	)	
	)	
County of Greenville	)	TITLE TO REAL ESTATE (QUITCLAIM DEED)

WHEREAS, in May, 2022, Jermaine Leclerc contracted to purchase 222 West Mountainview Road, Greenville, SC, from Everett Homes, LLC; and

WHEREAS, 222 West Mountainview Road, Greenville, SC is known as Tract A on a plat entitled "John Asher," such plat being recorded in Plat Book 1336 at Page 2 in the Register of Deeds Office for Greenville County, South Carolina; and

WHEREAS, due to a scrivener's error in the deed from Everett Homes, LLC to Jermaine Leclerc dated July 29, 2022 and recorded on August 8, 2022 in Deed Book 2665 at Page 224 in the Office of the Register of Deeds Office for Greenville County, South Carolina, Everett Homes, LLC conveyed Tract A and Tract B as shown on the above referenced "John Asher" plat; and

WHEREAS Jermaine Leclerc desires to convey any and all of his undivided interest in Tract B, if any, to Everett Homes, LLC in order to confirm title to Tract B in Everett Homes, LLC.

THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that **Jermaine Leclerc** (hereinafter called "Grantor"), in consideration of **One and No/100ths (\$1.00) Dollars and Quitclaim of Property**, to the Grantor in hand paid at and before the sealing of these presents, by **Thelma Edmonds** (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, quitclaimed, and released, and by these presents does grant, bargain, quitclaim and release unto

Everett Homes, LLC, a South Carolina Limited Liability Company, its successors and assigns forever,

ALL that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Tract B, on a plat entitled "John Asher," prepared by Site Design, Inc. dated February 4, 2019 and being recorded in Plat Book 1336 at Page 2 in the Register of Deeds Office for Greenville County, South Carolina, reference to said plat being hereby made for a more complete property description

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

Grantee's Address: 321 Shadow Lane
Lyman, SC 29635

TMS No.: 0177.00-04-003.01

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee and the Grantee's heirs and assigns forever.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hands and seals this the _____ day of May, 2023.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness #1

Jermaine Leclerc

Witness #2

State of Florida

)

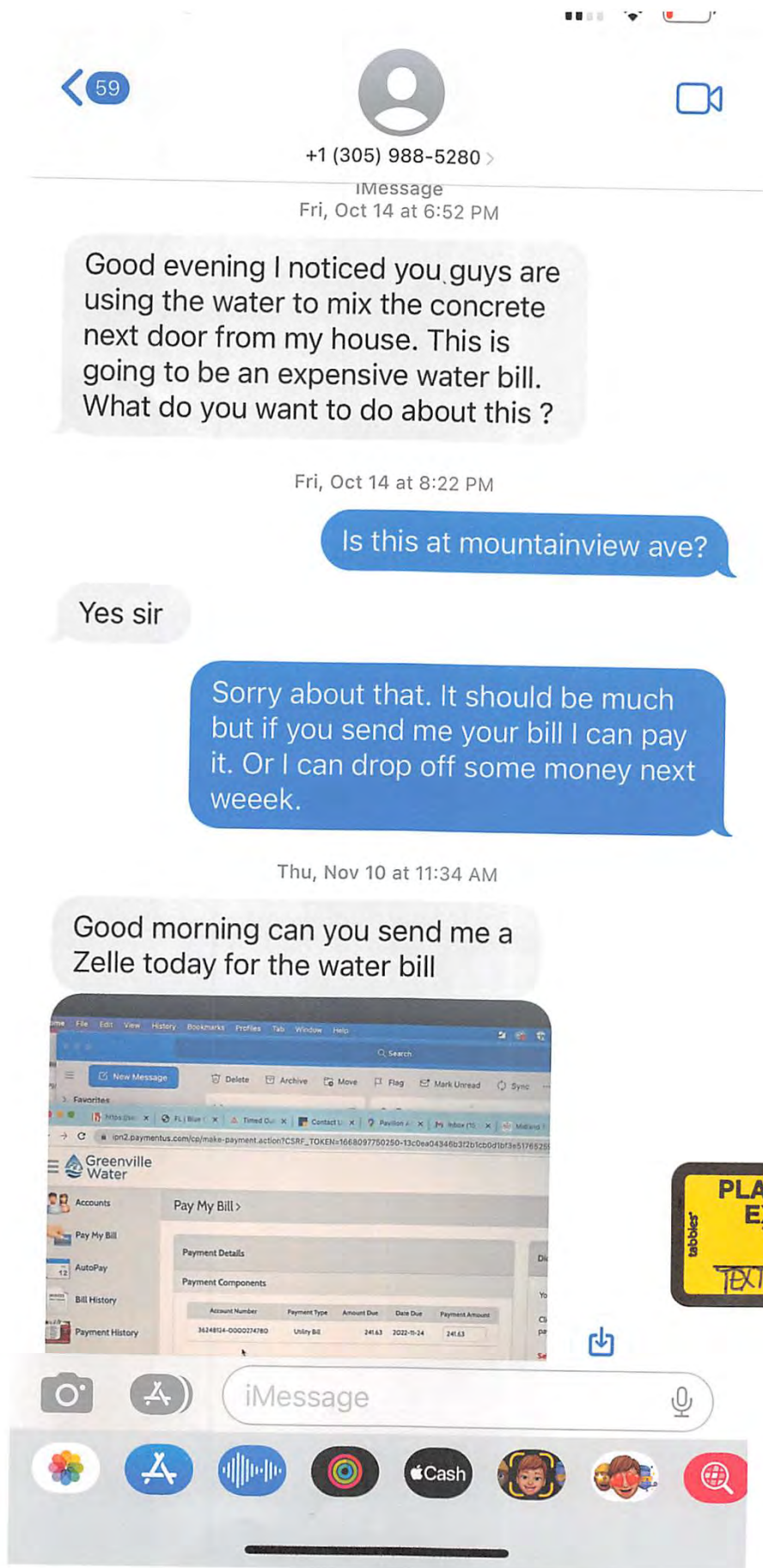
County of Martin

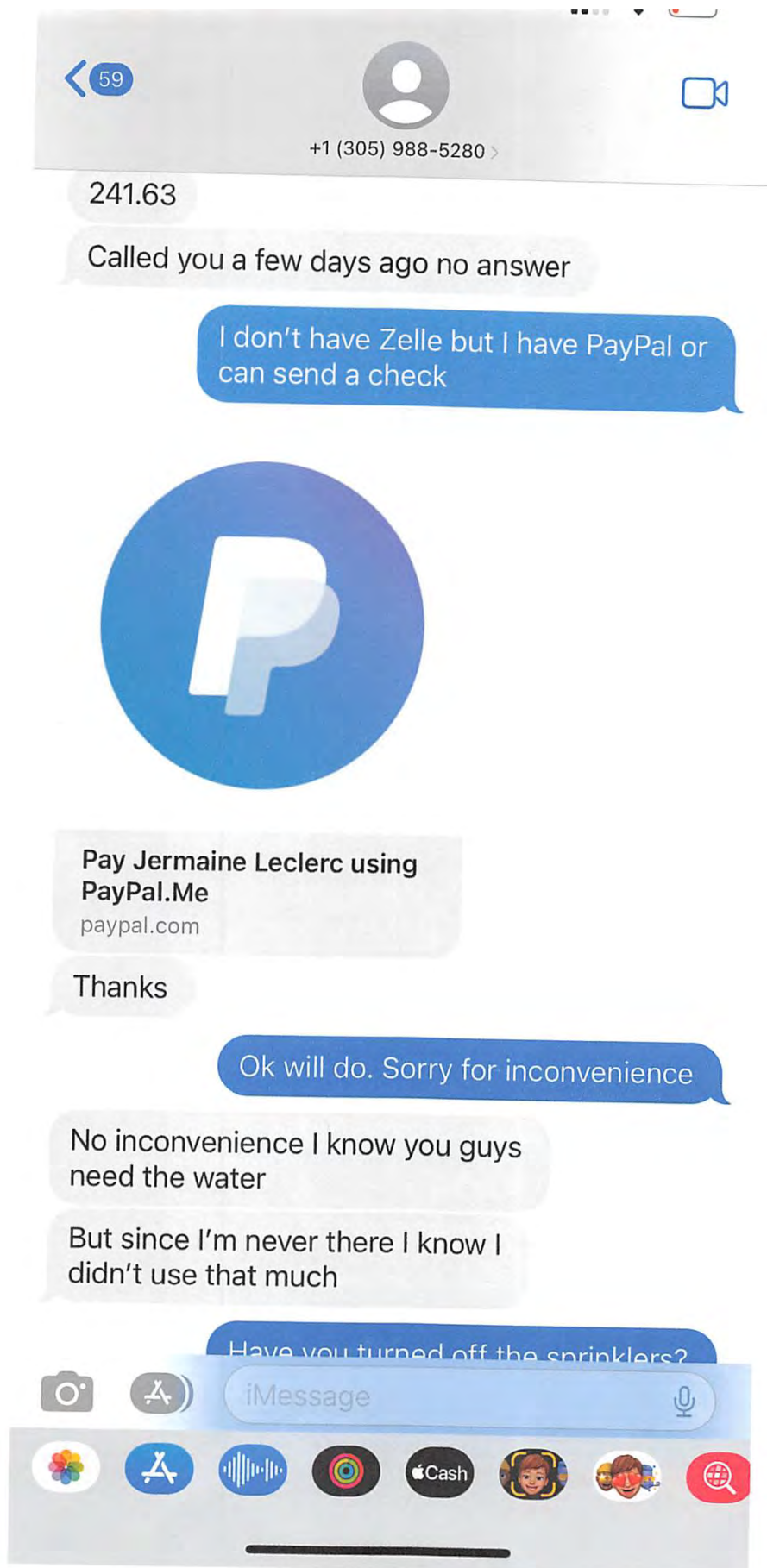
)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of May, 2023 by **Jermaine Leclerc**.

(SEAL)
Notary Public for the State of Florida
My Commission Expires: _____





STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Everett Homes, LLC	)	C.A. No. 2023-CP-23-02709
Plaintiff,	)	
	)	
vs.	)	MOTION FOR DEFAULT JUDGMENT
	)	
Jermaine Leclerc	)	
	)	
Defendants.	)	
_____	)	

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorney for the Plaintiff, Everett Homes, LLC(“Plaintiff”), will appear on the tenth (10th) day after service hereof, or as soon after counsel may be heard, before the presiding Judge, and move for an entry to default against the Defendant, in the above-captioned matter.

YOU WILL FURTHER TAKE NOTICE that the Plaintiff, hereby moves upon this Court to issue an Order of Default for the following reasons to wit:

1. Defendant, Jermaine Leclerc, was served with the Summons and Complaint on June 7, 2023 as evidenced by the Affidavit of Service which was previously filed with the Court.
2. That no Answer, Motion or other responsive pleading has been filed on behalf of the Defendant and that no Notice of Appearance has been filed on behalf of Defendant. Plaintiff's counsel has filed an Affidavit of Default consistent herewith.

WHEREFORE, Plaintiff moves the Court for an entry of Default against Defendant, Jermaine Leclerc.

Respectfully submitted,

s/ Wendell L. Hawkins

Wendell L. Hawkins (S.C. Bar #: 13583)

Wendell L. Hawkins, PA

9 Buena Vista Way, Ste. B

Greenville, SC 29615

(864) 848-9370 (Ph) (864) 848-9759 (Fax)

wlh@wlhawkinslawfirm.com

Attorneys for Plaintiff

July 13, 2023

Greenville, South Carolina

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS
	)	
Everett Homes, LLC	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Plaintiff,	)	C/A No.2023-CP-23-02709
	)	
vs.	)	NOTICE OF MOTION AND
	)	MOTION FOR DAMAGES
Jermaine Leclerc,	)	HEARING
	)	
	)	
Defendant.	)	
_____	)	

TO: JERMAINE LECLERC, DEFENDANT:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, Everett Homes, LLC, a South Carolina limited liability company, by and through their undersigned attorneys, will move before the resident or presiding judge of the Greenville County Court of Common Pleas on the 10th day after service hereof, or as soon thereafter as counsel may be heard, at such time and place as the court may determine for a Damages Hearing consistent with the grounds herein stated.

This Motion is made pursuant to the following grounds:

Plaintiff hereby moves upon this Court for a Damages Hearing against the Defendant pursuant to an Order of Default. Plaintiff, pursuant to its Slander of Title cause of action, moves upon the Court for actual damages to be established at the hearing along with the attorneys fees and costs as special damages to be established at the hearing.

This motion is based on the South Carolina Rules of Civil Procedure, the statutory

and common law of South Carolina, the pleadings, discovery, motions, memoranda and
or other materials filed or presented to the court prior to or at the hearing on this motion.

I So Move:

October 13, 2023
Greer, South Carolina

/s/ Wendell L. Hawkins
Wendell L. Hawkins, Bar No. 13583
Wendell L. Hawkins, P.A.
wlh@wlhawkinslawfirm.com
9 Buena Vista Way, Ste. B
Greenville, SC 29615
864-848-9370 (P) 848-9759 (F)
Attorney for the Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Everett Homes, LLC	)	
	)	
PLAINTIFF,	)	DEFENDANT'S MOTION FOR RELIEF FROM
VS.	)	JUDGMENT AND TO DISMISS PURSUANT
	)	TO SCRPC RULES 4 AND 60
Jermaine LeClerc,	)	
	)	
DEFENDANT,	)	Case No.: 2023-CP-23-02709
	)	
_____	)	

TO THE PLAINTIFF AND THEIR ATTORNEY, WENDELL HAWKINS:

YOU WILL PLEASE TAKE NOTICE, the Defendant, by and through his undersigned attorney, will move at a date and time to be set by the Court for an Order granting relief from the judgment entered against him on August 1, 2023, and dismissing the claims against him pursuant to Rules 4 and 60 of the South Carolina Rules of Civil Procedure. This motion is based upon the following grounds:

1. According to the certificate of service filed on June 20, 2023, Plaintiff served the Summons and Complaint via Overnight Mailing upon Defendant's mother, Betty Leclerc, at 275 Southwest Lost River Road, Stuart, FL 34997. The Defendant does not reside at this residence and never resided at this residence. The service of process was improper.
2. On July 17, 2023, Plaintiff filed a motion for default judgment against Defendant. Pursuant to the certificates of service filed with the Court, Plaintiff served a copy of the motion for default judgment and a copy of the notice of hearing regarding the motion by mailing. Defendant does not reside at the address to which Plaintiff sent the notice and the motion for default and thus was not aware of the scheduled hearing.

3. On August 1, 2023, the Court issued an Order granting Plaintiff's motion for default judgment against the Defendant, awarding a declaratory judgment regarding the subject property and allowing for a damages hearing to be scheduled for the Slander of Title cause of action.
4. The Court should relieve the Defendant of the August 1, 2023 order and judgment entered against him for the following reasons:
 - a. The order and judgment were the result of mistake, inadvertence, surprise or excusable neglect.
 - b. The Plaintiff did not properly serve the Defendant with service of process.
 - c. The judgment rendered by the August 1, 2023 order is void; or
 - d. It is not equitable that the judgment should have a prospective application.

Based on the foregoing, the Defendant is entitled to an order granting his motion to be relieved from the August 1, 2023 order and judgment and an order dismissing the claims against him. This motion is based upon the filings of this Action, any future memorandum of law filed by the movant, the South Carolina Rules of Civil Procedure, and upon applicable common and statutory law.

Signature Page to Follow

Respectfully Submitted,

s/James Stone Craven

James Stone Craven (S.C. Bar #69847)
The Law Office of James Stone Craven,
LLC
600 East Washington Street, Ste. 620
Greenville, SC 29601
Telephone: (864) 729-8722
Fax: (864) 236-8798
stoneycraven.com

November 21, 2023
Greenville, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF GREENVILLE	)	
	)	CASE NO.: 2023-CP-23-02709
Everett Homes, LLC	)	
Plaintiff	)	
v.	)	DEFENDANT'S MEMORANDUM IN
	)	SUPPORT OF DEFENDANT'S MOTION
	)	FOR RELIEF FROM JUDGMENT AND
	)	TO DISMISS
Jermaine LeClerc,	)	
Defendants	)	
_____	)	

TO: THE PLAINTIFF AND THEIR COUNSEL OF RECORD, WENDELL HAWKINS:

Defendant, Jermaine LeClerc, respectfully submits this Memorandum of Law in Support of Defendant's Motion for Relief from Judgment and to Dismiss under Rules 4 and 60(b) of the South Carolina Rules of Civil Procedure.

BACKGROUND

On or about August 2022, Defendant entered into a contract for the purchase of land (Tract A) located at 222 West Mountainview Road, Greenville, SC 29609. During the closing process, the closing attorney made an error and conveyed Tract A and Tract B of the property to the Defendant. On or about April 28, 2023, Defendant began the process of selling his property and realized that he owned both Tract A and B of the subject property and there were possible issues with the survey granting extra land from Tract A to Tract B. He contacted the closing attorney and asked for the next steps so that he could sell his property without error or restriction. Nelson Galbreth instructed him to contact the title insurance agent and file a title insurance claim. The Defendant filed the title insurance claim on April 28, 2023. He was contacted a few days later by the closing attorney, informed of the firm's error in the conveyance of Tract B to the Defendant, and instructed to sign a revised Quitclaim Deed. On or about May 17, 2023, the

Defendant signed and filed the revised Quitclaim Deed with the Register of Deeds Office. On or about May 27, 2023, the Plaintiff filed a summons and complaint seeking a declaratory judgment, an action for quiet title, and slander of title. The Plaintiff “served” process upon Defendant via Overnight Mail to the address 275 Southwest Lost River Road, Stuart, FL 34997. The Defendant’s mother signed the pleadings. The Defendant does not reside at 275 Southwest Lost River Road, Stuart, FL 34997, and has never resided at this address. The Defendant owns this property as a rental property and has allowed his mother to reside there. The Defendant did not receive the pleadings but was given a check found in the mail by the Plaintiff’s mother.

On July 17, 2023, the Plaintiff filed a Motion for Default Judgment for failure to answer the Complaint. On August 1, 2023, Plaintiff’s motion was heard, and an Order by Judge Morgan was entered granting Plaintiff’s motion and allowing for a secondary damages hearing to be held at a later time. On or about early November, Defendant discovered that there was a damages hearing scheduled in this case and retained counsel.

ARGUMENT

1. Plaintiff improperly served the Defendant, and thus, the Default Judgment entered on August 1, 2023, should be void.

South Carolina Rules of Civil Procedure Rule 4(d)(1) establishes that personal service may be made upon an individual by “*delivering a copy of the summons and complaint to him personally or by leaving copies thereof at his dwelling house or usual place of abode* with some person of suitable age and discretion then residing therein.”¹ Service may be made upon a Plaintiff via a commercial delivery service; however, service pursuant to those techniques “shall not be the basis for the entry of a default or a judgment by default unless the record contains a return receipt showing acceptance by the defendant which includes an original signature or electronic image of the signature of the person served. *Any such default or judgment by default shall be set aside pursuant to Rule 55(c) or Rule 60(b) if the defendant demonstrates to the court that the delivery receipt was signed by an unauthorized person.*”²

¹ South Carolina Rules of Civil Procedure Rule 4(d)(1)

² South Carolina Rules of Civil Procedure Rule 4(d)(9)

In our case, Plaintiff presented a signed return receipt from service upon Defendant by a commercial delivery service, FedEx. Service is proper if personal service is made upon Defendant at their usual abode or dwelling house or with someone at this location of suitable age and discretion. The Defendant was not served at his dwelling home or usual abode. He was not served personally. The Defendant was not served via commercial delivery service at his dwelling home or usual abode. The Defendant did not sign the return receipt; there is no original signature demonstrating that he was served the summons and complaint. Instead, Plaintiff entered a certificate of service demonstrating the signature of Defendant's mother, Betty LeClerc. Ms. LeClerc was not and is not an authorized agent to receive service of process on the Defendant's behalf. Thus, the default and the entering of default judgment should be set aside pursuant to Rules 55(c) and 60(b) due to improper service.

2. The Defendant should be relieved of the default judgment entered on August 1, 2023, due to mistake, inadvertence, surprise, or excusable neglect pursuant to South Carolina Rules of Civil Procedure Rule 60(b).

South Carolina Rules of Civil Procedure 60(b) allows the court to relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: “(1) mistake, inadvertence, surprise or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud, misrepresentation, or other misconduct of an adverse party; (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application.”³ This motion must be made “within a reasonable time and for reasons (1), (2), and (3) not more than a year after the judgment⁴, order, or proceeding was entered or taken.” The Court of Appeals has determined that Rule 60(b) is an “appropriate remedy for good faith mistakes of fact if all other applicable factors are met.”⁵

³ *South Carolina Rules of Civil Procedure Rule 60(b)*

⁴ *Id.*

⁵ *Williams v. Watkins*, 681 S.E.2d 914, 384 S.C. 319 (S.C. App. 2009) quoting: *Hillman v. Pinion*, 347 S.C. 253, 256, 554 S.E.2d 427, 429 (Ct. App. 2001)

The Court considers the following factors when determining whether to grant relief: (1) the timing of the motion for relief, (2) whether the party requesting relief has a meritorious defense, and (3) the degrees of prejudice to the opposing party if relief is granted.⁶ The Court of Appeals has held to establish a “meritorious defense,” the party does not have to show he would prevail on the merits.⁷ Instead, a meritorious defense “need be only one which is worthy of a hearing or judicial inquiry because it raises a question of law deserving of some investigation and discussion or a real controversy as to real facts arising from conflicting or doubtful evidence.”⁸ Where it concerns the degree of prejudice, historically “the law favors the resolution of disputes based upon all parties having their day in court.”⁹

In our case, the failure of Plaintiff to properly serve Defendant created the mistake, inadvertence, surprise, or excusable neglect under which a judgment should be set aside. Due to Plaintiff’s failure, Defendant did not know of the filed summons and complaint and did not have the opportunity to answer within 30 days as the rule provides. In addition, Defendant believed that the signing of the revised Quitclaim Deed resolved all conflict between himself and Plaintiff. The Defendant was surprised to learn of a judgment entered against him because he did not know that he was a party to the litigation. Upon learning of this judgment, Defendant retained counsel, and counsel promptly filed this motion within the statutory period.

Defendant has a meritorious defense, and Plaintiff would be required to prove the allegations presented to the trier of fact for relief. Defendant intends to defend the allegations against him and to show that the facts presented are not true. Also, the setting aside of this judgment will not prejudice the Plaintiff as there has not been a period of discovery, mediation, or a trial set for this case. Setting aside the judgment will allow the parties to engage in the litigation process, allowing Plaintiff to prove their claims against Defendant and the Defendant the opportunity to defend. Lastly, the Defendant does not have a history of dilatory action; there has been no conduct to delay Plaintiff from pursuing their claims fully and seeking relief. The

⁶ *Id.* quoting: *BB&T v. Taylor*, 369 S.C. 548, 553 n. 1, 633 S.E.2d 501, 503 n. 1 (2006); *Wham v. Shearson Lehman Bros., Inc.*, 298 S.C. 462, 465, 381 S.E.2d 499, 501-02 (Ct. App. 1989)

⁷ *Id.* quoting: *McClury v. Deaton*, 380 S.C. 563, 575, 671 S.E.2d 87, 93-94 (Ct. App. 2008)

⁸ *Id.* at 575, 671 S.E.2d at 94

⁹ *Id.* at 580, 671 S.E.2d at 96 (Hearn, C.J., dissenting)

Defendant brings this motion in good faith.

CONCLUSION

The Defendant, Jermaine LeClerc, was improperly served by the Plaintiff. Therefore, according to South Carolina Rules of Civil Procedure Rule 4(d)(9), the default or judgment by default should be set aside pursuant to South Carolina Rules of Civil Procedure Rules 55(e) and 60(b). This judgment should be set aside because of mistake, inadvertence, surprise, or excusable neglect, for due to Plaintiff's failure to serve Defendant properly, he was unable to respond in a timely manner and to defend the allegations presented against him, resulting in a declaratory judgment and judgment for quiet title and slander of title. There is good cause for the judgment to be set aside. Therefore, the Defendant respectfully requests that the Court set aside the entry of Judgment entered on August 1, 2023.

Respectfully submitted,
/s/James Stone Craven
James Stone Craven
Attorney for Plaintiff
600 East Washington Street,
Ste 620
Greenville, SC 29601
(864) 729-8722
stoney@stoneycraven.com

Greenville, South Carolina
November 27, 2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
EVERETT HOMES, LLC	)	
	)	
PLAINTIFF,	)	
vs.	)	
	)	MOTION TO RECONSIDER
JERMAINE LECLERC	)	
	)	
DEFENDANT,	)	Case No.: 2023-CP-23-02709
	)	
	)	

TO PLAINTIFF, EVERETT HOMES, LLC, BY AND THROUGH THEIR COUNSEL
OF RECORD: WENDELL L. HAWKINS, ESQ.:

NOW COMES the Defendant, by and through his attorney, the undersigned counsel of record, to move this court to reconsider the judgment held on November 28, 2023. The compelling reason for the motion is that the ruling was found based on the testimony and evidence of the Defendant residing at the residence provided for service. Plaintiff's memorandum filed the morning of the hearing was based on the argument that Defendant did not present evidence that he did not live at the address in question. Defendant did not have time to respond to Plaintiff's memorandum and now offers new evidence stipulating that the contention that the defendant never resided at 275 Southwest Lost River Road Stuart, FL 34997 is true. Attached as Exhibits A, B, and C are the Defendant's Driver's Licenses demonstrating an address of 9172 Carrington Avenue, Parkland, FL 33078, a leasing agreement for the Defendant entered in August 2023 demonstrating an address of 1301 SW 80th Terrace, Apartment #520, Plantation Florida 33324; and a preceding leasing agreement entered in May 27, 2021 demonstrating an address of 1240 South Pine Island Road, Apartment #627, Plantation, FL

33324. The Defendant resided at the South Pine Island Road residence from May 2021 to August 2023.

The issue before the Court is whether the Defendant was served properly pursuant to South Carolina Rules of Civil Procedure Rule 4(d)(9), which stipulates that a judgment may be set aside pursuant to Rule 55(c) or Rule 60(b) if the defendant demonstrates to the court that an unauthorized person signed the delivery receipt. In our case, the Defendant did not reside at the address where the summons and complaint were served; his mother resided at that address. She was not authorized to accept service of the summons and complaint on the Defendant's behalf. Plaintiff's counsel contends that they searched diligently for Defendant, yet here we provided multiple addresses where Plaintiff resided other than the served upon property and evidence that he lived at the residences listed for at least a year or two. Counsel more than likely could have served the Defendant personally at one of the addresses provided. Counsel chose to forego personal service and assumed that Defendant resided at his mother's residence because of the closing documents from Nelson Galbreth. It is the burden of the pleading party to undergo due diligence in finding and serving a Defendant. This allows the Defendant the opportunity to be placed on notice of the allegations against him as well as the time to answer those allegations. This failure to serve properly was excusable neglect; because of this, we are requesting that the Order dated November 28, 2023, be reconsidered and the Judgment entered on August 1, 2023, be relieved.

Therefore, we request this court to reconsider its decision and allow the Judgment entered on August 1, 2023, to be set aside pursuant to South Carolina Rules of Civil Procedure Rule 60(b).

Signature Page to Follow

Respectfully submitted,

s/James Stone Craven

James Stone Craven

Attorney for the Defendant

600 East Washington Street, Suite 620

Greenville, SC 29601

(864) 729-8722

December 4, 2023
Greenville, SC

Exhibit A

Florida DRIVER LICENSE

MDLR **L246-420-77-297-0** CLASS E

1 LECLERC
2 JERMAINE
3 1175 CARRINGTON AVE
4 PARKLAND, FL 33076

3 DOB [REDACTED] 15 SEX M
4a EXP 08/17/2025 16 HGT 5-06"
12 REST NONE 05 END A

SAFE DRIVER
4a ISS 08/02/2017
SDD RD119101705/2
REPLACED 10/17/2019

Operation of a motor vehicle constitutes
consent to any sobriety test required by law.



Exhibit B



APARTMENT LEASE CONTRACT



Date of Lease Contract: August 13, 2023
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):
Jermaine Leclerc

and us, the owner: PR III/Stiles Midtown Broward Apartments Owner, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. 520, at 1301 SW 80th Terrace #520

(street address) in Plantation (city), Florida, 33324 (zip code) (the "dwelling unit" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

The ☒ Owner or ☐ Manager of these apartments is PR III/Stiles Midtown Broward Apartments Owner, LLC

whose address is 1301 SW 80th Terrace, Plantation FL 33324

Such person or company is authorized to receive notices and demands in the landlord's behalf.

A lease termination notice must be given in writing. Notice to the landlord must be delivered to the management office at the apartment community or any other address designated by management as follows: 1301 SW 80th Terrace, Plantation FL 33324

Except as otherwise required by applicable law, any notice required by this Lease or law shall be in writing and shall be deemed to be delivered to you if: (a) delivered personally; (b) sent electronically via email to any email address on file with us as provided by you; (c) posted to the door of your address shown above; or (d) mailed by U.S. First Class Mail to your address shown above.

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 7 days without our prior written consent. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM AND TERMINATION NOTICE REQUIREMENTS.

The initial term of the Lease Contract begins on the 14th day of August, 2023, and ends at 11:59 p.m. the 13th day of August, 2024.

This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move-out as required by this paragraph and paragraph 47 (Move-Out Notice). If the number of days isn't filled in, at least 30 days' notice is required. In the event you fail to provide us with the required number of days' written notice of termination and intent to vacate coinciding with the lease expiration date, as required by this paragraph and paragraph 47 (Move-Out Notice), you acknowledge and agree that you shall be liable to us for liquidated damages in the sum of \$ 3676.00 (equal to one month's rent) if we give you the advanced written notice required by Fla. Stat. § 83.575(2). This liquidated damages amount is exclusive to insufficient notice under this paragraph and paragraph 47 (Move-Out Notice), and does not limit collection rights with regard to other amounts potentially owed to us. If the lease term is not a month-to-month tenancy, we must notify you with written notice no later than 60 days before the end of the lease term if the lease will not be renewed.

Month-to-Month Tenancies: In the event this Lease Contract renews on a month-to-month basis, you must pay the amount of rent we charge at the time the month-to-month tenancy commences pursuant to this paragraph and paragraph 15 (Rent Increases and Lease Contract Changes), inclusive of any applicable month-to-month fees and/or premiums. We may change your rent at any time thereafter during a month-to-month tenancy by giving you no less than 30 days' written notice. You will be required to abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy unless specifically changed in writing. All sums due under this paragraph shall be additional rent. We may require you to sign an addendum written for month-to-month tenants. Either party may terminate a month-to-month tenancy by giving the other party written notice no later than 30 days' prior to the end of the monthly rental period. If you fail to provide us at least 30 days' written notice to terminate a month-to-month tenancy prior to the end of the monthly rental period, you shall be liable to us for an additional 1 month's rent.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 750.00, due on or before the date this Lease Contract is signed.

Any security deposit or advance rent you paid is being held in one of the following three ways as indicated below [Landlord check one option]:

☒ 1. In a separate NON-INTEREST bearing account for your benefit in the following bank: Bank of America

whose address is 115 West 42nd Street New York, NY 10036

OR

☐ 2. In a separate INTEREST bearing account for your benefit in the following bank:

whose address is _____

If an interest bearing account, you will be entitled to receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects.

☐ 3. In a commingled account at the following bank _____

whose address is _____

provided that the landlord posts a surety bond with the county or state, as required by law, and pays you interest on your security deposit or advance rent at the rate of 5 percent per year simple interest.

_____ **Initials of Resident.** Resident acknowledges receiving a copy of F.S. 83.49(2)(d) which provides as follows:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

5. **KEYS.** You will be provided 1 apartment key(s), 1 mailbox key(s), FOB(s), and/or 1 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ 3676.00 per month for rent, payable in advance and without demand:

☐ at the on-site manager's office, or
☒ at our online payment site, or
☒ at The onsite manager's office which will accept Cashier's checks only.

Prorated rent of \$ 2134.45 is due for the remainder of *(check one)*: ☒ 1st month or ☐ 2nd month, on August 14, 2023.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. We may, but are not required to, accept rent through direct debit, ACH or other electronic means established and approved by us. If you don't pay all rent on or before the 3rd day of the month, you'll pay a late charge. Your late charge will be (check one) ☐ a flat rate of \$ _____ or ☒ 10 % of your total monthly rent payment. You'll also pay a charge of \$ 100.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, or fail to pay any rent, utilities or contractual fees due under a prior lease If this is a renewal lease, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

We and you agree that the failure to pay rent timely or the violation of the animal restrictions results in added administrative expenses and added costs to us, the same as if we had to borrow money to pay the operating costs of the property necessary to cover such added costs. We both agree that the late fee and animal violations provisions are intended to be liquidated damages since the added

costs of late payments and damages in such instances are difficult to determine. We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances.

All of the foregoing charges will be considered to be additional rent.

7. UTILITIES. We'll pay for the following items, if checked:

☐ water ☐ gas ☐ electricity ☐ master antenna.
☐ wastewater ☐ trash ☐ cable TV
☐ other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. Resident shall not heat the apartment using gas-operated stoves or ovens which were intended for use in cooking.

Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Landlord, they will be allocated first to non-rent charges and to rent last. Failure to maintain utilities as required herein is a material violation of the Lease and may result in termination of tenancy, eviction and/or any other remedies under the Lease and Florida law.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA). We ☐ require ☒ do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are check one ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See Additional Special Provisions

See any additional special provisions.

11. EARLY MOVE-OUT. Unless modified by an addendum, if you:

- (1) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (2) move out at our demand because of your default; or
- (3) are judicially evicted.

You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is re-rented.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT. All property in the apartment or common areas associated with the apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subject to the lien at the time you surrender possession or abandon the premises. For this purpose, "apartment" includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal After Surrender or Abandonment. We or law officers may, at our discretion, remove, dispose and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender, are judicially evicted, or abandon the apartment (see definitions in paragraph 52 (Surrender and Abandonment)).

THE LANDLORD IS NOT REQUIRED TO COMPLY WITH s. 715.104. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

Storage. We may store, but have no duty to store, property removed after surrender, eviction, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property.

14. FAILING TO PAY RENT. If you don't pay the first month's rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney's fees, court costs, and other lawful charges.

15. RENT INCREASES AND LEASE CONTRACT CHANGES.

No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term and Termination Notice Requirements), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 47 (Move-Out Notice).

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. AD VALOREM TAXES/FEES AND CHARGES- ADDITIONAL RENT.

Unless otherwise prohibited by law, if, during the term of this Lease, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the dwelling unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the dwelling unit, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

18. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

While You're Living in the Apartment

19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

20. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude, and/or "No Trespass" from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. Tenant agrees that landlord reserves the right to trespass any non-tenant from the leased premises and common areas.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the apartment community (regardless of arrest or conviction); storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. You agree not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. If requested by us, you agree to conduct all further business with us in writing. You agree not to make, post or publish information that contains the personal information or likeness of another person, or is libelous, harassing, abusive, obscene, vulgar,

sexually explicit, or is inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic; or is unrelated to the goods or services offered by or available at this Apartment Community; or is clearly false or misleading. You agree not to use our corporate names, slogans, images, photos, logos, internet domain names, trademarks, copyrights or trade names. Any violation of this paragraph shall be a material breach of this Lease and will entitle us to exercise all rights and remedies under the lease and law.

22. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 24 (Military Personnel Clause), 32 (Responsibilities of Owner), 47 (Move-Out Notice), or by separate addendum, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices.

Smoke Detectors and Carbon Monoxide Detectors.

We'll furnish smoke detectors and carbon monoxide detectors only if required by statute and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you disable or damage the smoke detectors or the carbon monoxide detectors, or fail to replace a dead battery or fail to report malfunctions to us, you will be liable to us and others for any loss, actual damages, fines imposed by any state or local agencies or municipalities, attorney fees and costs.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, water, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the

pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

Fire Protection. Please check only one box: ☐ Fire protection is NOT available or ☒ Fire protection IS AVAILABLE. Description of fire protection available (not applicable unless the box is checked):

- ☒ Sprinkler System in apartment
- ☒ Sprinkler System in common areas
- ☒ Smoke detector
- ☒ Carbon monoxide detector
- ☐ Fire extinguisher
- ☐ Other (Describe): _____

Building, Housing, or Health Codes. We will comply with the requirements of applicable building, housing, and health codes. If there are no applicable building, housing, or health codes, we will maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

- 26. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements and/or added fixtures to the apartment (whether or not we consent) become ours unless we agree otherwise in writing. You acknowledge, understand, and agree that we have that right to

make material alterations, changes, or improvements to the apartment at any time during the lease term at our discretion, and you agree not to interfere with or prevent us from completing such alterations, changes, or improvements to the apartment.

Liens for Improvements. The interest of the Owner/Landlord shall not be subject to liens for improvements made by the Tenant(s) or Tenant(s)' contractors as provided in Section 713.10, Florida Statutes. You shall notify all parties performing work on the premises at your request that the Lease **DOES NOT** allow any liens to attach to Landlord's/Owner's interest, and the knowing or willful failure to provide such notice to the contractor shall render the contract between you and the contractor voidable at the option of the contractor. Any violation of this provision constitutes a material breach and default of the lease entitling us to terminate your Lease and/or to seek all remedies available under this Lease and law.

Pest Control. We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you are required to vacate the premises for such extermination, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will be given seven (7) days written notice of the necessity to vacate, and you will not be required to vacate for more than four (4) days. We may still enter your apartment as provided in Paragraph 29 (When We May Enter) of this Lease and F.S. 83.53 or upon 24 hours notice to perform pest control or extermination services which do not require you to vacate the premises. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in your apartment, adjacent common areas (such as breezeways), and other common areas of the apartment community.

Waterbeds. You are allowed to have a waterbed or flotation bedding systems provided it complies with any applicable building codes and provided that you carry flotation or renter's insurance which covers any damages which occur as a result of using the waterbed or flotation bedding system. You must provide us with a copy of the policy upon request. You must also name us as an additional insured at our request.

- 27. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. *Rent will not abate in whole or in part.*

If we believe that fire, catastrophic damage, extermination issues, mold and mildew or any habitability issues whatsoever is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice.

- 28. ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling or Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or

other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaving, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

29. WHEN WE MAY ENTER. Pursuant to Fla. Stat. §83.53, we may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- (1) we provide you with written notice to enter at least 24 hours prior to the entry to take place between the hours of 7:30 a.m. and 8:00 p.m.; and

- (2) entry is for: responding to your request; making repairs, improvements, or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 52 (Deposit Return, Surrender, and Abandonment).

Replacements

31. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents

must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

32. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above or other material provisions of the lease, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we have failed to comply with Florida law or with the material provisions of this lease and indicating your intention to terminate the lease if the violation is not corrected within seven (7) days after delivery of the notice;
- (b) after receiving the request, we have a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;

- (c) if our failure to comply with Florida law or material provisions of the rental agreement is due to causes beyond our control and we have made and continue to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

All rent must be current at the time you give us notice of noncompliance.

Recycling Program Disclosure Notification. Where required, this property participates in a recycling program that conforms to all applicable law(s) and general information, education and/or guidelines pertaining to our recycling program will be provided to you.

33. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application;

(5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; or (6) any illegal drugs or paraphernalia are found in your apartment.

Termination of Rental Agreement - Your Failure to Pay Rent Due. If you default by failing to pay rent when due and the default continues for three (3) days, not counting Saturday, Sunday, and court-observed legal holidays, after delivery of a written demand for payment of the rent or possession of the premises, we may terminate the rental agreement. Termination of this lease for non-payment of rent, or termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Termination of Rental Agreement - Your Failure to Comply with F.S. 83.52 or Material Provisions of the Lease.

- (1) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your non-compliance CONSTITUTES A SECOND OR CONTINUING NON-COMPLIANCE WITHIN TWELVE (12) MONTHS OF A SIMILAR VIOLATION, we may terminate the lease by delivering written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such a lease termination notice without opportunity to cure or constituting a second violation within 12 months, you will have seven (7) days from delivery of the notice to vacate the apartment and premises. Examples of non-compliance which are without opportunity to cure include, but are not limited to, destruction, damage, or misuse of our or other resident's property by your intentional acts or a subsequent or continued unreasonable disturbance.
- (2) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD be given an opportunity to cure it, we may deliver a written notice to you specifying the nature of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If you fail to correct the violation within seven (7) days of receiving such notice or if you repeat same conduct or conduct of a similar nature within a twelve (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with F.S. 83.52 or material provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent

is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. §83.58 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and court costs as may be applicable; or (3) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If we, or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated dialer. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Attorney fees and all other expenses shall be deemed "costs". Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

Choice of Remedies and Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered possession of the apartment, or because you abandoned possession of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either (a) treat the lease as terminated and re-take possession FOR OUR OWN ACCOUNT; (b) re-take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; or (c) take no action to obtain possession or re-let the apartment and continue to collect rent from you as it comes due. If we take possession of the apartment for our own account, then you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the premises on your behalf. We are not required to make an election of which remedies we choose to pursue nor notify you of which remedies we will select.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Remedies Cumulative. Except where limited or prohibited by law, any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

34. ENTIRE AGREEMENT. You understand and acknowledge that neither we nor any of our representatives have authority to make any statements, promises or representations in conflict with or in addition to the information contained in this Lease Contract or by a separate written agreement signed by you and us, and we hereby specifically disclaim any responsibility for any such statements, promises or representations. You acknowledge that you have not relied upon any such statements, promises or representations in signing this Lease Contract and waive any rights or claims arising from any such statements, promises or representations. Any current or prior understandings, statements, representations and agreements, oral or written, including but not limited to, renderings or representations in brochures, advertising or sales materials and

oral statements of our representatives, if not specifically expressed in this Lease Contract, Addenda or separate writing, are void and have no effect. You acknowledge and agree that you have not relied on any such items or statements in signing this Lease Contract.

35. NO AUTHORITY TO AMEND UNLESS IN WRITING.

This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

36. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

37. NOTICE. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed. Email addresses are used for the purpose of informing residents about events and promotions concerning the premises, notifications relating to safety and maintenance, and notifications concerning your contractual obligations under this Lease. Generally, you may opt out of such emails related to events and promotions, but you acknowledge that we reserve the right to send you, and you agree to receive, information via email regarding safety, maintenance, notices, and communications on other issues, including those related to contractual obligations. You understand that opting out of emails related to events and promotions may result in you not receiving emails regarding safety, maintenance, and other issues. Any notice that Landlord gives to any Resident in this Lease, or any adult occupant, or sent to any email address on file as provided by any Resident, constitutes notice to all persons named as a Resident in this Lease.

38. MISCELLANEOUS.

- A. Any dimensions and sizes provided to you relating to the dwelling unit are only approximations or estimates as actual dimensions and sizes may vary.
- B. Exercising one remedy won't constitute an election or waiver of other remedies.
- C. Unless prohibited by law or the respective insurance policies, if you have insurance covering the dwelling unit or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights.
- D. All remedies are cumulative.
- E. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- F. All provisions regarding our non-liability or non-duty apply to our employees, agents, and management companies.
- G. This Lease Contract binds subsequent owners.
- H. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- I. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- J. All Lease Contract obligations must be performed in the county where the dwelling unit is located.
- K. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- L. You affirmatively state that you are not a criminal sex offender.
- M. You understand, acknowledge and agree that this contract is personal in nature, and our agreement to enter into this contract is based in part on your personal credit. You shall not assign, sell, hypothecate, or transfer any rights, duties, obligations, benefits, or claims under this Lease and/or to the security deposit and/or advanced rent, including but not limited to any rights to receive any payments or refund of all or any portion of the security deposit, advanced rent, or rights to any claims or causes of action that you may have against the landlord, its agents, employees, or officers, stemming from this Lease, including, but not limited to, claims or causes of action arising under a statute, contract, or tort. Any assignment or purported assignment in violation of this provision is unenforceable and shall be deemed null and void.

39. RADON GAS: We are required by Florida Statute 404.056(5) to give the following notification to you. "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county health department."

40. WAIVER OF JURY TRIAL. In order to minimize legal expenses and, to the extent allowed by law, you and we agree that the trial of any lawsuit, claim, counterclaim, demand, action or cause of action based on statute, common law, equity, tort, personal injury, contract and/or in any way related to this Lease Contract, related to your tenancy, and/or related to your relationship with us, shall be to a judge and not a jury. YOU AND WE VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL.

41. CONDOMINIUM OR HOME OWNERS ASSOCIATION RULES:

To the extent applicable, you acknowledge that you have reviewed, understand and will abide by any Condominium or Home Owner Association Rules and Regulations ("HOA Rules") that may be in effect and promulgated from time to time. Your failure to abide by any HOA Rules is a material breach of this Lease Contract. A copy of the HOA rules is on file at the office.

42. CONTACTING YOU. By signing this Lease Contract, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your Lease Contract including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

43. OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.

44. FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

45. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Contractual Lien and Property Left In Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We do not have to accept and may reject, at any time and at our discretion, any third party checks or any attempted partial payment of rent or other payments.

46. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

47. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the paragraph 3 (Lease Term and Termination Notice Requirements). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 23 - Release of Resident) except if you are able to terminate the Lease Contract under a separate Addendum, the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 23 (Release of Resident), or any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term and Termination Notice Requirements), even if you move by the last date in the lease term, you will be responsible for damages permitted under the lease and law. If you fail to vacate by the date set forth in any notice to vacate, we may seek the remedies and damages specified under the "Holdover" paragraph, or we may deem your notice void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for damages permitted under the lease and law.

48. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address at least seven (7) days before you vacate or abandon the premises. You are required to serve this notice at our address specified in Paragraph 1 of this Lease only and via certified mail or personal delivery at our address only. Failure to give such notice in compliance with this paragraph to our address specified in Paragraph 1 shall relieve us of the notice requirements in Fla. Stat. § 83.49(3)(a), but shall not waive any right you may have to the security deposit or any part of it.

49. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

50. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

51. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unpaid contractual fees, early termination charges, or liquidated damages if applicable; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector and carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 13 (Contractual Lien and Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for any charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date.

52. SURRENDER AND ABANDONMENT.

Surrender. You have surrendered the apartment when all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid.

Abandonment. As set forth in Fla. Stat. s. 83.59(3)(c), in the absence of actual knowledge of abandonment, it shall be presumed that you have abandoned the apartment if you are absent from the apartment for a period of time equal to one-half the time for periodic rental payments; however, this presumption does not apply if the rent is current or you have notified us, in writing, of an intended absence.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions, and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 (Contractual Lien and Property Left in Apartment)), but do not affect our mitigation obligations (paragraph 33 (Default by Resident)).

Severability, Signatures, Originals and Attachments

53. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

54. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and are hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

**You are legally bound by this document.
Read it carefully before signing.**

Resident or Residents
(all sign below)

Date Signed

Owner or Owner's Representative
(signing on behalf of owner)

Date Signed



Address and phone number of owner's representative for notice purposes

1301 SW 80th Terrace

Plantation, FL 33324

Name and address of locator service (if applicable)

SPECIAL PROVISIONS (CONTINUED FROM PAGE 3) You agree that you, your occupants, and guests are not permitted to misuse or climb on any of the statues or functional art located within the common areas of the property. You understand, acknowledge, and agree that the property owner(s) and management assume no responsibility for any accident, damages, misuse, or personal injury associated with the statues and functional art located in the common areas of the property, and you assume all risk and responsibility for any damages, liabilities, personal injury, losses or expenses of any kind associated with your use of the statues or functional art on the property or for failure to comply with these rules and regulations. You hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless, the owner(s) and management with respect to any and all liability, claims, demands, causes of action, damages, loss or expense of any kind or nature which may arise out of, result from, or relate to you, your occupants, or guests use of the statues or functional art on the property.

ELECTRONICALLY FILED - 2023 Dec 04 12:57 PM - GREENVILLE - COMMON PLEAS - CASE#2023CP2302709

Exhibit C

_____ **Initials of Resident.** Resident acknowledges receiving a copy of F.S. 83.49(2)(d) which provides as follows:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

5. **KEYS.** You will be provided 1 apartment key(s), 1 mailbox key(s), FOB(s), and/or 1 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 2782.00 per month for rent, payable in advance and without demand:

☐ at the on-site manager's office, or

☒ at our online payment site, or

☐ at

Prorated rent of \$ 448.71 is due for the remainder of [check one]: ☒ 1st month or ☐ 2nd month, on May 27, 2021.

Otherwise, you must pay your rent on or before the 1st day of each month [due date] with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACII is rejected, does not clear, or is stopped for any reason. We may, but are not required to, accept rent through direct debit, ACII or other electronic means established and approved by us. If you don't pay all rent on or before the 3rd day of the month, you'll pay a late charge. Your late charge will be (check one) ☒ a flat rate of \$ 100.00 or ☐ _____ % of your total monthly rent payment. You'll also pay a charge of \$ 75.00 for each returned check or rejected electronic payment, plus a late charge. If you don't pay rent on time, or fail to pay any rent, utilities or contractual fees due under a prior lease if this is a renewal lease, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

We and you agree that the failure to pay rent timely or the violation of the animal restrictions results in added administrative expenses and added costs to us, the same as if we had to borrow money to pay the operating costs of the property necessary to cover such added costs. We both agree that the late fee and animal violations

provisions are intended to be liquidated damages since the added costs of late payments and damages in such instances are difficult to determine. We also both agree that the amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances.

All of the foregoing charges will be considered to be additional rent.

- 7. UTILITIES.** We'll pay for the following items, if checked:
- | | | | |
|--------------------------------------|--------------------------------|--------------------------------------|--|
| ☐ water | ☐ gas | ☐ electricity | ☐ master antenna. |
| ☐ wastewater | ☐ trash | ☐ cable TV | |
| ☐ other _____ | | | |

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. Resident shall not heat the apartment using gas-operated stoves or ovens which were intended for use in cooking.

Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Landlord, they will be allocated first to non-rent charges and to rent last. Failure to maintain utilities as required herein is a material violation of the Lease and may result in termination of tenancy, eviction and/or any other remedies under the Lease and Florida law.

- 8. INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA). We ☒ require ☐ do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are check one ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

- 9. LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Reyeing, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

² *Germaine Leclerc* ⁵⁶ *Rose Jean*

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See special provisions on the last page

See any additional special provisions.

11. EARLY MOVE-OUT. Unless modified by an addendum, if you:
(1) move out without paying rent in full for the entire Lease Contract term or renewal period; or
(2) move out at our demand because of your default; or
(3) are judicially evicted.

You will be liable for all rent owed at the time and as it becomes due under the terms of your lease agreement until the apartment is re-rented.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment or apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT. All property in the apartment or common areas associated with the apartment is (unless exempt under state statute) subject to a contractual lien to secure payment of delinquent rent. The lien will attach to your property or your property will be subject to the lien at the time you surrender possession or abandon the premises. For this purpose, "apartment" includes common areas associated with the apartment and interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal After Surrender or Abandonment. We or law officers may, at our discretion, remove, dispose and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender, are judicially evicted, or abandon the apartment (see definitions in paragraph 52 (Surrender and Abandonment)).

THE LANDLORD IS NOT REQUIRED TO COMPLY WITH S. 715.104. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

Storage. We may store, but have no duty to store, property removed after surrender, eviction, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property.

14. FAILING TO PAY RENT. If you don't pay the first month's rent when or before the Lease Contract begins, or any other rent due under this lease we may end your right of occupancy and recover damages, attorney's fees, court costs, and other lawful charges.

15. RENT INCREASES AND LEASE CONTRACT CHANGES.

No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term and Termination Notice Requirements), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 47 (Move-Out Notice).

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 (Lease Term and Termination Notice Requirements) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. AD VALOREM TAXES/FEES AND CHARGES- ADDITIONAL RENT.

Unless otherwise prohibited by law, if, during the term of this Lease, any locality, city, state, or Federal Government imposes upon us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the dwelling unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the dwelling unit, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

18. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

³ *Jermaine Leclerc* ⁵⁷ *Rose Jean*

While You're Living in the Apartment

19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

20. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude, and/or "No Trespass" from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. Tenant agrees that landlord reserves the right to trespass any non-tenant from the leased premises and common areas.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of others in or near the apartment community (regardless of arrest or conviction); storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others. You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. You agree not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person on the premises. If requested by us, you agree to conduct all further business with us in writing. You agree not to make, post or publish information that contains the personal information or likeness of another person, or is libelous, harassing, abusive, obscene, vulgar, sexually explicit, or is inappropriate with respect to race, gender,

sexuality, ethnicity, or other intrinsic characteristic; or is unrelated to the goods or services offered by or available at this Apartment Community; or is clearly false or misleading. You agree not to use our corporate names, slogans, images, photos, logos, internet domain names, trademarks, copyrights or trade names. Any violation of this paragraph shall be a material breach of this Lease and will entitle us to exercise all rights and remedies under the lease and law.

22. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, recreational vehicles, and storage devices by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 24 (Military Personnel Clause), 32 (Responsibilities of Owner), 47 (Move-Out Notice), or by separate addendum, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s). If you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices. Upon termination of your tenancy under this paragraph, the tenant is liable for prorated rent due through the effective date of the termination payable at such time as would have otherwise been required by the terms of the lease.

Smoke Detectors and Carbon Monoxide Detectors.

We'll furnish smoke detectors and carbon monoxide detectors only if required by statute and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you disable or damage the smoke detectors or the carbon monoxide detectors, or fail to replace a dead battery or fail to report malfunctions to us, you will be liable to us and others for any loss, actual damages, fines imposed by any state or local agencies or municipalities, attorney fees and costs.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless

otherwise required by law. We have no duty to remove any ice, water, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

Fire Protection. Please check only one box: ☐ Fire protection is NOT available or ☒ Fire protection IS AVAILABLE. Description of fire protection available (not applicable unless the box is checked):

- ☒ Sprinkler System in apartment
- ☒ Sprinkler System in common areas
- ☒ Smoke detector
- ☐ Carbon monoxide detector
- ☐ Fire extinguisher
- ☐ Other (Describe): _____

Building, Housing, or Health Codes. We will comply with the requirements of applicable building, housing, and health codes. If there are no applicable building, housing, or health codes, we will maintain the roofs, windows, screens, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and the plumbing in reasonable working condition. However, we are not responsible for the repair of conditions created or caused by the negligent or wrongful act or omission of you, a member of your family, or any other person on the premises, in the apartment, or in the common areas of the apartment community with your consent.

26. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll

replace them at your expense with bulbs of the same type and wattage. Your improvements and/or added fixtures to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

Pest Control. We will make reasonable provisions for the extermination of rats, mice, roaches, ants, wood destroying organisms, and bed bugs. If you are required to vacate the premises for such extermination, we shall not be liable for damages, but rent shall be abated. If you are required to vacate in order to perform pest control or extermination services, you will be given seven (7) days written notice of the necessity to vacate, and you will not be required to vacate for more than four (4) days. We may still enter your apartment as provided in Paragraph 29 (When We May Enter) of this Lease and F.S. 83.53 or upon 12 hours notice to perform pest control or extermination services which do not require you to vacate the premises. You must comply with all applicable provisions of building, housing and health codes and maintain the apartment and adjacent common areas in a clean and sanitary manner. You must properly dispose of and promptly remove all of your garbage so as to prevent foul odors, unsanitary conditions, or infestation of pests and vermin in your apartment, adjacent common areas (such as breezeways), and other common areas of the apartment community.

Waterbeds. You are allowed to have a waterbed or flotation bedding systems provided it complies with any applicable building codes and provided that you carry flotation or renter's insurance which covers any damages which occur as a result of using the waterbed or flotation bedding system. You must provide us with a copy of the policy upon request. You must also name us as an additional insured at our request.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire, catastrophic damage, extermination issues, mold and mildew or any habitability issues whatsoever is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling or Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

5 *Jermaine Peclerc*59 *Rose Jean*

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defecating, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29 (When We May Enter). We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

29. WHEN WE MAY ENTER. Pursuant to Fla. Stat. §83.53, we may enter the dwelling unit at any time for the protection or preservation of the premises, in the case of an emergency, or if you unreasonably withhold consent. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- (1) we provide you with written notice to enter at least 12 hours prior to the entry to take place between the hours of 7:30 a.m. and 8:00 p.m.; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and carbon

monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents; or any other reasonable business purpose.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 52 (Deposit Return, Surrender, and Abandonment).

Replacements

31. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents

must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

32. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 26 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above or other material provisions of the lease, you may terminate this Lease Contract and exercise other remedies under state statute only as follows:

- (a) you must make a written request for repair, maintenance, or remedy of the condition to us, specifying how we have failed to comply with Florida law or with the material provisions of this lease and indicating your intention to terminate the lease if the violation is not corrected within seven (7) days after delivery of the notice;
- (b) after receiving the request, we have a reasonable time to repair or remedy the condition, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if our failure to comply with Florida law or material provisions of the rental agreement is due to causes beyond our control and we have made and continue to make every reasonable effort to correct the failure to comply, you may also exercise other statutory remedies.

All rent must be current at the time you give us notice of noncompliance.

Recycling Program Disclosure Notification. Where required, this property participates in a recycling program that conforms to all applicable law(s) and general information, education and/or guidelines pertaining to our recycling program will be provided to you.

33. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; or (6) any illegal drugs or paraphernalia are found in your apartment.

Termination of Rental Agreement - Your Failure to Pay Rent Due. If you default by failing to pay rent when due and the default continues for three (3) days, not counting Saturday, Sunday, and court-observed legal holidays, after delivery of a written demand for payment of the rent or possession of the premises, we may terminate the rental agreement. Termination of this lease for nonpayment of rent, or termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Termination of Rental Agreement - Your Failure to Comply with F.S. 83.52 or Material Provisions of the Lease.

- (1) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD NOT BE GIVEN AN OPPORTUNITY TO CURE or if your non-compliance CONSTITUTES A SECOND OR CONTINUING NON-COMPLIANCE WITHIN TWELVE (12) MONTHS OF A SIMILAR VIOLATION, we may terminate the lease by delivering written notice specifying the nature of the non-compliance and our intention to terminate the lease. Upon receiving such a lease termination notice without opportunity to cure or constituting a second violation within 12 months, you will have seven (7) days from delivery of the notice to vacate the apartment and premises. Examples of non-compliance which are without opportunity to cure include, but are not limited to, destruction, damage, or misuse of our or other resident's property by your intentional acts or a subsequent or continued unreasonable disturbance.
- (2) If you default by materially failing to comply with F.S. 83.52 or material provisions of this lease, the rules and regulations, or any addenda (other than failure to pay rent due), and the non-compliance is of a nature that YOU SHOULD be given an opportunity to cure it, we may deliver a written notice to you specifying the nature of the non-compliance and notifying you that unless the non-compliance is corrected within seven (7) days of delivery of the notice, we may terminate the lease. If you fail to correct the violation within seven (7) days of receiving such notice or if you repeat same conduct or conduct of a similar nature within a twelve (12) month period, we may terminate your lease without giving you any further opportunity to cure the non-compliance as provided above. Examples of non-compliance in which we will give you an opportunity to cure the violation include, but are not limited to, unauthorized pets, guests, or vehicles, parking in an unauthorized manner, or failing to keep the apartment and premises clean and sanitary. We will also have all rights under Florida law and this lease to tow or remove improperly parked vehicles in addition to our remedy of terminating the lease for such violations.

Termination of this lease for non-compliance with F.S. 83.52 or material provisions of the lease, termination of your possession rights, filing of an action for possession, eviction, issuance of a writ of possession, or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may file a holdover eviction lawsuit pursuant to Fla. Stat. §83.58 to recover possession of the dwelling unit, double the amount of rent due for each day that you continue to holdover and refuse to surrender possession during the holdover period, breach of contract damages, attorney fees and court costs as may be applicable; or (3) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If we, or a third-party debt collector we use, try to collect any money you owe us, you agree that we or the debt collector may call you on your cell phone and may use an automated dialer. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Attorney fees and all other expenses shall be deemed "costs". Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. Unless modified by Addendum, you will also be liable for all of our actual damages related to your breach of the Lease Contract.

Choice of Remedies and Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. If we regain possession of the apartment as a result of your breach of the lease, or because you surrendered possession of the apartment, or because you abandoned possession of the apartment, or because we obtained possession through eviction proceedings, unless modified by Addendum, we may either (a) treat the lease as terminated and re-take possession FOR OUR OWN ACCOUNT; (b) re-take possession of the apartment FOR YOUR ACCOUNT and attempt in good faith to re-let it on your behalf; or (c) take no action to obtain possession or re-let the apartment and continue to collect rent from you as it comes due. If we take possession of the apartment for our own account, then you will have no further liability for rents under the remainder of the lease. If we take possession of the apartment for your account and attempt to re-let it, you will remain liable for the difference between the rental remaining due under the lease and the amount we are able to recover by making a good faith effort at re-letting the premises on your behalf. We are not required to make an election of which remedies we choose to pursue nor notify you of which remedies we will select.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Remedies Cumulative. Except where limited or prohibited by law, any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

34. ENTIRE AGREEMENT. You understand and acknowledge that neither we nor any of our representatives have authority to make any statements, promises or representations in conflict with or in addition to the information contained in this Lease Contract or by a separate written agreement signed by you and us, and we hereby specifically disclaim any responsibility for any such statements, promises or representations. You acknowledge that you have not relied upon any such statements, promises or representations in signing this Lease Contract and waive any rights or claims arising from any such statements, promises or representations. Any current or prior understandings, statements, representations and agreements, oral or written, including but not limited to, renderings or representations in brochures, advertising or sales materials and oral statements of our representatives, if not specifically expressed in this Lease Contract, Addenda or separate writing, are void and have no effect. You acknowledge and agree that you have not relied on any such items or statements in signing this Lease Contract.

35. NO AUTHORITY TO AMEND UNLESS IN WRITING.

This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

36. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

37. NOTICE. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic signatures are binding. All notices must be signed.

7 *Jermaine Leclerc* *61* *Rose Jean*

38. MISCELLANEOUS.

- A. Any dimensions and sizes provided to you relating to the dwelling unit are only approximations or estimates as actual dimensions and sizes may vary.
 - B. Exercising one remedy won't constitute an election or waiver of other remedies.
 - C. Unless prohibited by law or the respective insurance policies, if you have insurance covering the dwelling unit or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights.
 - D. All remedies are cumulative.
 - E. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
 - F. All provisions regarding our non-liability or non-duty apply to our employees, agents, and management companies.
 - G. This Lease Contract binds subsequent owners.
 - H. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
 - I. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
 - J. All Lease Contract obligations must be performed in the county where the dwelling unit is located.
 - K. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
 - L. You affirmatively state that you are not a criminal sex offender.
- 39. RADON GAS:** We are required by Florida Statute 404.056(5) to give the following notification to you, "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county health department."
- 40. WAIVER OF JURY TRIAL.** In order to minimize legal expenses and, to the extent allowed by law, you and we agree that the trial of any lawsuit, claim, counterclaim, demand, action or cause of action based on statute, common law, equity, tort, personal injury, contract and/or in any way related to this Lease Contract, related to your tenancy, and/or related to your relationship with us, shall be to a judge and not a jury. YOU AND WE VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL.
- 41. CONDOMINIUM OR HOME OWNERS ASSOCIATION RULES:** To the extent applicable, you acknowledge that you have reviewed, understand and will abide by any Condominium or Home Owner Association Rules and Regulations ("HOA Rules") that may be in effect and promulgated from time to time. Your failure to abide by any HOA Rules is a material breach of this Lease Contract. A copy of the HOA rules is on file at the office.
- 42. CONTACTING YOU.** By signing this Lease Contract, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your Lease Contract including any number (i) you have provided to

us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

43. OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

Although the property may currently be providing cable on a bulk basis to the resident, the property may, with 30 days notice to the resident, cease providing cable and the resident will contract directly with the cable provider for such services.

44. FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

45. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Contractual Lien and Property Left In Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We do not have to accept and may reject, at any time and at our discretion, any third party checks or any attempted partial payment of rent or other payments.

46. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

47. MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the paragraph 3 (Lease Term and Termination Notice Requirements). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (see paragraph 23 - Release of Resident) except if you are able to terminate the Lease Contract under a separate Addendum, the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 23 (Release of Resident), or any other applicable law. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term and Termination Notice Requirements), even if you move by the last date in the lease term, you will be responsible for damages permitted under the lease and law. If you fail to vacate by the date set forth in any notice to vacate, we may seek the remedies and damages specified under the "Holdover" paragraph, or we may deem your notice void and you must submit a new written notice. If you fail to provide proper notice and vacate, you will be responsible for damages permitted under the lease and law.

48. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the fifteen (15) day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

49. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

50. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

51. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector and carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; packing, removing, or storing property removed or stored under paragraph 13 (Contractual Lien and Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for any charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date.

52. SURRENDER AND ABANDONMENT.

Surrender. You have surrendered the apartment when all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid.

Abandonment. As set forth in Fla. Stat. s. 83.59(3)(c), in the absence of actual knowledge of abandonment, it shall be presumed that you have abandoned the apartment if you are absent from the apartment for a period of time equal to one-half the time for periodic rental payments; however, this presumption does not apply if the rent is current or you have notified us, in writing, of an intended absence.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions, and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 (Contractual Lien and Property Left in Apartment)), but do not affect our mitigation obligations (paragraph 33 (Default by Resident)).

Severability, Signatures, Originals and Attachments

53. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

54. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and are hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

Resident or Residents
(all sign below)

Date Signed

Owner or Owner's Representative
(signing on behalf of owner)

Date Signed

Name and address of locator service (if applicable)

You are legally bound by this document.
Read it carefully before signing.

SPECIAL PROVISIONS (CONTINUED FROM PAGE 3) Forced Place Coverage. You agree that if the insurance requirements are not met, you will be charged \$50 per month to be placed on a liability insurance policy that we agree meets the requirements of this addendum. The additional charge is being used by us to purchase supplemental insurance coverage which protects us against your accidental and negligent acts. This coverage provides us protection against accidental damage caused by you from Fire, Water, Smoke, and Explosion. You are not a co-insured under this policy insurance nor a beneficiary thereof. You agree to pay us this amount in addition to all other obligations in the Lease Agreement. 2. If you elect to utilize another insurance company, we have provided the following information (see below) that must be on your policy: A. Property Legal Name and address must be listed as an interested party B. \$100,000 Personal Liability Coverage, including all occupied premises C. All occupants over the age of 18 must be listed on the policy.



9 Jermaine Leclerc *63 Rose Jean*

Windsor Property Management Company

Windsor Cornerstone Lease Agreement

I. Cover Page

A. **PARTIES.** This Lease Agreement ("Lease") is made on the **31st** day of **JULY, 2022**, by and between **Columbia Cornerstone Venture LLC** ("Owner"), as landlord, the owner of

WINDSOR CORNERSTONE ("Community") and **Jermaine Leclerc** (collectively, "Resident", "you", "your", whether one or more).

The terms "you" and "your" refer to Resident and to occupants aged 18 and above. You are leasing Apartment #**1-627**, parking space #**N/A** and storage unit #**N/A**, if applicable (collectively, the "Apartment"), at a legal address of **1240 South Pine Island Road # 1-627, Plantation, FL 33324**. For the purpose of service of notices and demands, you agree that your address is the Apartment.

WINDSOR PROPERTY MANAGEMENT COMPANY ("Agent") manages the Community. The terms "we", "us" and "our" refer to Owner, as applicable. The leasing office address for the Community is **1244 S. Pine Island Road, Plantation, FL 33324** ("Leasing Office"); telephone: (754) 223-1515. Notices and demands for Owner and/or Agent may be served upon Agent at the Leasing Office.

B. **PERMITTED OCCUPANTS.** The following people, who must be 17 years of age and under, may occupy the Apartment in addition to you ("Permitted Occupants"). You agree that any occupant not listed is unauthorized. You agree to limit visitors to 4 consecutive days and 2 occasions in any one month. You agree that the total number of Permitted Occupants is 2 persons per bedroom plus 1 additional person, except as further limited by local zoning and/or fire code regulations. You also understand and agree that the presence of unauthorized occupants in the Apartment is a breach of the Lease. You agree that you are responsible for the actions of Permitted Occupants, their guests and visitors, whether authorized or not.

GABRIELLE LECLERC,GALELA LECLERC

C. TERM, RENEWAL/NON-RENEWAL, NOTICE TO VACATE.

1. The term of the Lease ("Term") begins at 12:00 noon on **08/27/2022** ("Commencement Date") and ends at 12:00 noon on **08/27/2023** ("Termination Date").

2. Upon expiration of the Term of the Lease, but not upon the earlier termination of the Lease, the Lease shall continue as a month-to-month tenancy unless one of the following occurs:

- (a) We give you at least 60 days' written notice to vacate prior to the Termination Date stating that the month-to-month tenancy shall not commence; or
- (b) You give us written notice to vacate at least 60 days prior to the Termination Date stating your election that the month-to-month tenancy shall not commence; or
- (c) You sign and return a renewal lease to us at least 60 days prior to the Termination Date; or
- (d) You exercise the Early Lease Termination Option set forth in Paragraph C.3.



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	CASE NO.: 2023-CP-23-02709
Everett Homes, LLC	)	
PLAINTIFF	)	
vs	)	
Jermaine Leclerc	)	PLAINTIFF'S MEMORANDUM IN
DEFENDANTS.	)	OPPOSITION TO DEFENDANT'S
	)	MOTION FOR RELIEF FROM ENTRY OF
	)	DEFAULT JUDGMENT AND
	)	DEFENDANT'S MOTION TO DISMISS
	)	
	)	
	)	

Plaintiff, by and through the undersigned attorney, respectfully submits the herein Memorandum in Opposition to the Defendant's Motion for Relief from Default Judgment and Motion to Dismiss and would respectfully show this Court the following:

BASIS OF DEFENDANT'S MOTION

The first basis for Defendant's Motion appears to be that the Defendant did not reside at 275 Southwest Lost River Road Stuart, Florida 34997 and has never lived at that address, but his mother, Betty LeClerc, did reside at that residence and therefore service was not in comport with SCRCP, Rule 4.

The Second basis for Defendant's Motion appears to be that Plaintiff mailed it's Notice of Hearing on the Motion for Default Judgement to the aforementioned address, but the Defendant did not live there so the Defendant was not aware of this hearing.

The Third basis for the Defendant's Motion appears to be an assertion of the SCRCP, Rule 60(b)(1) argument that the Defendant is entitled to relief from the judgment on the basis of mistake, inadvertence, surprise or excusable neglect.

The Fourth basis of the Defendant's Motion appears to be an assertion of the SCRCP, Rule 60(b)(4) argument that the Defendant is entitled to relief from the judgment on assertion that the judgment is void.

Defendant's last argument is based on the assertion that it is not equitable that the judgment should have prospective application.

ARGUMENT AND LAW

Plaintiff addresses each of the basis of Defendant's assertions in order as presented above.

I. Improper Service Under SCRCP Rule 4

Regarding service upon individuals, SCRCP, Rule 4(d)(1) provides,

"Upon an individual other than a minor under the age of 14 years or an incompetent person, by delivering a copy of the summons and complaint to him personally or by leaving copies thereof at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein, or by delivering a copy to an agent authorized by appointment or by law to receive service of process."

SCRCP, Rule 4(d)(9) addresses commercial service and provides,

"(d)(9) Service by Commercial Delivery Service. Service of a summons and complaint upon a defendant of any class referred to in paragraph (1) or (3) of this subdivision of this rule may be made by the plaintiff or by any person authorized to serve process pursuant to Rule 4(c) by a commercial delivery service which meets the requirements to be considered a designated delivery service in accordance with 26 U.S.C. § 7502(f)(2). Service is effective upon the date of delivery as shown in the delivery record of the commercial delivery service. Service pursuant to this paragraph shall not be the basis for the entry of a default or a judgment by default unless the record contains a delivery record showing the acceptance by the defendant which includes an original signature or electronic image of the signature of the person served. Any such default or judgment by default shall be set aside pursuant to Rule 55(c) or Rule 60(b) if the defendant demonstrates to the court that the delivery receipt was signed by an unauthorized person. (emphasis added). If delivery of the process is refused or is returned undelivered, service shall be made as otherwise provided by these rules.

Defendant's Memorandum in Support advances two (2) arguments on which its Motion is based. The first is that the Defendant was not served at his usual abode or dwelling house or with someone of suitable age. A party seeking to set aside a judgment pursuant to Rule 60(b) has the burden of presenting evidence entitling him to the requested relief. *Bowers v. Bowers*, 304 S.C. 65, 67, 403 S.E.2d 127, 129 (Ct.App.1991). Whether to grant or deny a motion under Rule 60(b) is within the sound discretion of the trial court. *Coleman v. Dunlap*, 306 S.C. 491, 494, 413 S.E.2d 15, 17 (1992). In *Auto-Owners Ins. Co. v. Rhodes*, 405 S.C. 584, 594–95, 748 S.E.2d 781, 786 (2013), the Court opined,

“[f]urthermore, in reviewing a decision with respect to Rule 60(b), this Court utilizes a deferential standard of review. *See, Tri-County Ice & Fuel Co. v. Palmetto Ice Co.*, 303 S.C. 237, 399 S.E.2d 779 (1990) (recognizing that a motion for relief from judgment pursuant to Rule 60(b) is addressed to the sound discretion of the trial judge, and this Court will not disturb the trial judge's decision absent an abuse of discretion).”

The question of “usual abode” or “dwelling place” does not mean a legally declared residence. The Court of Appeals in *Fassett v. Evans*, 364 S.C. 42, 47–48, 610 S.E.2d 841, 844 (Ct. App. 2005) wrote,

“[a]lthough many courts look to the defendant's intention to return as evidence regarding the location considered one's dwelling or abode, the Fourth Circuit Court of Appeals has noted that the defendant's intent is not in and of itself a test but merely an indication ***“as to whether or not it is likely in a particular case that the one served will actually receive notice of the commencement of the action and thus be advised of the duty to defend.”*** citing *Karlsson v. Rabinowitz*, 318 F.2d 666, 668 (4th Cir.1963) (finding no set definition of dwelling or place of abode and that it must be determined by the facts of the particular case) (***emphasis added***)

All the evidence presented in this hearing indicates that the Defendant was likely to receive notice of the commencement of the action at 275 SW Lost River Road Stuart FL 34997. It is uncontroverted that the Defendant's mother, Betty LeClerc, signed for service for the commercial carrier. The following facts indicate that the Defendant was likely, if not did, in fact receive notice of the commencement of the action:

1. Defendant's closing attorney, Nelson & Galbreath, sent Defendant a letter addressed to 275 SW Lost River Road Stuart FL 34997 dated May 2, 2023 regarding the erroneous deed ("**Exhibit A**");
2. Defendant's Purchase Money Mortgage contained a Second Home Rider ("**Exhibit B**");
3. A "Forewarn" search indicates Defendant claimed his address as 275 SW Lost River Road Stuart FL 34997 as early as February 7, 2009 to current ("**Exhibit C**");
4. Defendant has not filed an Affidavit from his mother that she did not make him aware of the pleadings served;
5. Defendant has not filed an Affidavit that he was not actually aware of the service of the pleadings;
6. Although the test is whether or not the Defendant was likely to receive notice of the proceedings at 275 SW Lost River Road Stuart FL 34997, Defendant has not provided any sufficient evidence of his address history i.e. drivers license, tax returns, pay stubs, other deeds, leases or any other supporting evidence, etc..

Defendant's second argument with respect to the sufficiency of service is that his mother was an unauthorized person under Rule 4(d)(9). By the very nature of the language of Rule 4(d)(9) that commercial service "shall not be the basis for the entry of a default or a judgment by default unless the record contains a return receipt showing acceptance by the defendant which includes an original signature or electronic image of the signature *of the person served* , **it is presumed that some person other than the Defendant can be served properly**. Otherwise, the last part of the sentence would read "of the defendant" rather than "of the person served." The following sentence which states that the default can be set aside if the defendant demonstrates to the court "that the delivery receipt was signed by an unauthorized person" requires that the moving party

demonstrate that the signing party was *specifically unauthorized* which is different from a person for which substitute service is allowed. Again, the courts have voiced their opinion regarding the sufficiency of service as not to be some sort of technical process. The Court of Appeals in *Delta Apparel, Inc. v. Farina*, 406 S.C. 257, 267, 750 S.E.2d 615, 620 (Ct. App. 2013) said, “[t]he movant in a Rule 60(b) motion has the burden of presenting evidence proving the facts essential to entitle him to relief. *BB & T v. Taylor*, 369 S.C. 548, 552, 633 S.E.2d 501, 503 (2006). “We have never required exacting compliance with the rules to effect service of process.” *Roche v. Young Bros., Inc. of Florence*, 318 S.C. 207, 209–10, 456 S.E.2d 897, 899 (1995). “Rather, we inquire whether the plaintiff has sufficiently complied with the rules such that the court has personal jurisdiction of the defendant and the defendant has notice of the proceedings.” *Id.* at 210, 456 S.E.2d at 899. “***Further, an [officer's] return of process creates the legal presumption of proper service that cannot be ‘impeached by the mere denial of service by the defendant.’***” *Fassett v. Evans*, 364 S.C. 42, 47, 610 S.E.2d 841, 844 (Ct.App.2005) (quoting *Richardson Constr. Co. v. Meek Eng'g and Constr., Inc.*, 274 S.C. 307, 311, 262 S.E.2d 913, 916 (1980)).” (*emphasis added*).

Because service was exacted upon Defendant in comport with SCRCP, Rule 4(d)(9) and supporting case law, the Court should find that Defendant is not entitled to a declaration that the judgment and entry of default are void.

II. Relief from Judgment Pursuant to Rule 60(b)

Defendant asserts that it should be relieved from the judgment and entry of default on the basis of excusable neglect, inadvertence, surprise or excusable neglect. It appears that the Defendant, in its Memorandum in Support, equates “improper service” to “mistake, inadvertence, surprise or excusable neglect” as contemplated under Rule 60(b)(1). (Plaintiff’s

Memorandum in Support, ¶ 3). Improper service, however, is a Rule 4 argument which has been covered under the previous argument.

Interestingly enough, Defendant then argues that he though a signing of a quitclaim deed resolved all conflict between himself and the Plaintiff. Defendant also states in his Background statement that he signed and filed a revised quitclaim deed on or about May 17, 2023. The indexes of the Greenville County Register of Deeds reveal no such filing and as a practical matter, unless the Defendant has registered with the E-file system and knows how to use it, there is no way for him to file anything with the Register of Deeds and Plaintiff believes this to be either a straight out misrepresentation or a very careless representation to the Court, and there is no proof of such representation. (See, **Exhibit D**; Indexes from the Greenville County Register of Deeds as of November 27, 2023) Furthermore, Defendant represents to the Court that his mother gave him the check that was served with the pleadings, but not the Summons and Complaint, yet his mother would have had to have given Defendant a copy of the Notice of Hearing that was mailed to that same address. Defendant's arguments and representations to this Court give the whiff of outright lies, or careless representations and are not credible at all.

The standard for granting relief from an entry of default is good cause under Rule 55(c), SCRCP, while the standard is more rigorous for granting relief from a default judgment under Rule 60(b), SCRCP. *Sundown Operating Co., Inc. v. Intedge Indus., Inc.*, 681 S.E.2d 885 (S.C.2009). In deciding whether good cause exists, the trial court should consider the following factors: (1) the timing of the defendant's motion for relief, (2) whether the defendant has a meritorious defense, and (3) the degree of prejudice to the plaintiff if relief is granted. *Wham v. Shearson Lehman Bros.*, 298 S.C. 462, 465, 381 S.E.2d 499, 502 (Ct.App.1989). The decision whether to set aside an entry of default or a default judgment lies solely within the sound

discretion of the trial judge and will not be disturbed on appeal absent a clear showing of an abuse of that discretion. *Harbor Island Owners' Ass'n v. Preferred Island Prop., Inc.*, 369 S.C. 540, 544, 633 S.E.2d 497, 499 (2006).

Under Rule 60(b)(1), SCRCP, a party may be relieved from a final order for “mistake, inadvertence, surprise, or excusable neglect.” In determining whether to grant a motion under Rule 60(b), the trial judge should consider: (1) the promptness with which relief is sought, (2) the reasons for the failure to act promptly, (3) the existence of a meritorious defense, and (4) the prejudice to the other party. *New Hampshire Ins. Co. v. Bey Corp.*, 312 S.C. 47, 50, 435 S.E.2d 377, 379 (Ct.App.1993) (quoting Harry M. Lightsey & James F. Flanagan, *South Carolina Civil Procedure* 82 (1985)). *Micronics, Inc. v. S.C. Dep't of Revenue*, 345 S.C. 506, 510–11, 548 S.E.2d 223, 225–26 (Ct. App. 2001). Here, Micronics made an error with respect to the hearing date and immediately sought relief from the dismissal one day later. In *Columbia Pools, Inc. v. Galvin*, 288 S.C. 59, 339 S.E.2d 524 (Ct.App.1986), this court found that a trial judge abused his discretion in refusing to grant a motion to set aside a default judgment granted after an answer was received one day late. The court there held that “where there is a good faith mistake of fact, and, no attempt to thwart the judicial system, there is basis for relief.” 288 S.C. at 61, 339 S.E.2d at 525. *Micronics, Inc. v. S.C. Dep't of Revenue*, 345 S.C. 506, 511, 548 S.E.2d 223, 226 (Ct. App. 2001).

Another example where relief was granted on excusable neglect is that in *Rouvet v. Rouvet*, 388 S.C. 301, 696 S.E.2d 204 (Ct. App. 2010) where a former wife, who was not competent, was entitled to relief, based on excusable neglect, from supplemental order entered in post-divorce proceedings regarding child support obligations and expenses; motion for relief was timely, wife was incompetent to manage her affairs and her attorney was incapable of managing

her affairs due to his suspension, wife had a meritorious defense to the order because she did not have notice of husband's proposed order, as it was mailed to her former attorney, and thus was unable to present a defense or contest the findings in the order, and husband did not demonstrate any prejudice he would suffer if the order was vacated and remanded.

The record in this case indicates the Defendant was served with the Order of Default on August 2d, 2023. This was the time the Defendant should have come forward at a minimum to retain counsel and try to have the Order set aside, yet he waited until he had notice of the damages hearing to retain counsel. Quite frankly, Plaintiff believes it was not until the Defendant got notice that he was going to possibly get hit with a money judgment until he started worrying about these proceedings and Defendant simply ignored and thumbed his nose at these proceedings until that time. This does not meet the circumstances or standards of the cases granting relief from judgment based on excusable neglect and the Defendant's motion should be denied. The movant in a Rule 60(b) motion has the burden of presenting evidence proving the facts essential to entitle him to relief. *BB & T v. Taylor*, 369 S.C. 548, 552, 633 S.E.2d 501, 503 (2006). Secondly, Plaintiff sold the house for which the cloud on title existed and would suffer prejudice if the Order was set aside. Plaintiff also suffers prejudice in the amount of money he is now going to have to spend on attorney's fees to fight what Plaintiff feels is a frivolous and unsubstantiated claim for relief.

CONCLUSION

Because Defendant has not presented sufficient evidence to entitle him to relief under any of his prayers for relief and the Plaintiff would be prejudiced by the Court setting aside the judgment, the Defendant's motions should be denied.

Respectfully submitted,
s/ Wendell L. Hawkins

Greenville, South Carolina
November 28, 2023

Wendell L. Hawkins (S.C. Bar #: 13583)
Wendell L. Hawkins, PA
9 Buena Vista Way, Ste. B
Greenville, SC 29615
(864) 848-9370 (Ph) (864) 848-9759 (Fax)
wlh@wlhawkinslawfirm.com
Attorneys for Plaintiff

131 Falls Street, Suite 101
Greenville, SC 29601

NELSON & GALBREATH, LLC
ATTORNEYS AT LAW

Cecil H. Nelson, Jr.
cnelson@nelsongalbreath.com
J. Nathan Galbreath
jgalbreath@nelsongalbreath.com
R. Brian Ponder
rponder@nelsongalbreath.com

PHONE: 864/232-3766
FAX: 864/235-1420
www.nelsongalbreath.com

May 2, 2023

Dr. Jermaine Leclerc
275 Southwest Lost River Road
Stuart, FL 34997

Re: Quitclaim Deed for Tract B, 0.150 acres, 220 West Mountainview Avenue, Greenville, SC
29609; Greenville County Tax Map Parcel 0177.00-04-003.01

Dr. Leclerc:

Pursuant to our phone conversation yesterday, I am delivering the following documents: 1) a proposed quitclaim deed from you to Everett Homes, LLC for the above referenced Tract B; 2) a copy of your Contract of Sale with Everett Homes, LLC for the purchase of 222 West Mountainview Avenue, Greenville, SC, Greenville County Tax Map Parcel 0177.00-04-003.00; 3) a copy of a deed to Everett Homes, LLC for Tract A and Tract B, Greenville County Tax Map Parcels 0177.00-04-003.00 and 003.01, respectively; 4) our deed to you incorrectly conveying Tracts A & B, instead of conveying only Tract A; 5) a copy of the plat delineating Tract A and Tract B; and 6) Greenville County Tax statements for Greenville County Tax Map Parcels 0177.00-04-003.00 and 003.01.

You requested that I contact your attorney about this matter. Unfortunately, our conversation ended prior to my being able to ascertain who your attorney is. As such, please forward this documentation to your attorney and provide your attorney with my contact information, so that we can discuss the quitclaim deed. In the meantime I am

Respectfully yours,

R. Brian Ponder



Grantee's Address: 321 Shadow Lane
Lyman, SC 29635

TMS No.: 0177.00-04-003.01

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee and the Grantee's heirs and assigns forever.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hands and seals this the _____ day of May, 2023.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness #1

Jermaine Leclerc

Witness #2

State of Florida

)

County of Martin

)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of May, 2023 by Jermaine Leclerc.

(SEAL)
Notary Public for the State of Florida
My Commission Expires: _____



2022062021

18 Pgs

MTG Book: MO 5703 Page: 4841 - 4858

August 8, 2022 12:08:22 PM

Rec: \$25.00

E-FILED IN GREENVILLE COUNTY, SC

T. J. & H. H. H.

After Recording Return To:
 Bank of America, N.A.
 c/o First American Mortgage
 Solutions, 4795 Regent
 Boulevard, Mail Stop: 1020-0
 Irving, TX 75063

Prepared By:
 Jessica Tarazon
 Bank of America, N.A.
 2595 W Chandler Blvd Bldg C
 Chandler, AZ 85224
 (800) 641-5929

[Space Above This Line For Recording Data]

MORTGAGE

LECLERC
 Doc ID #: xxxxxxxx627
 MIN: 100015701023556271
 MERS Phone: 1-888-679-6377
 PIN: 0177.00-04-003.00
 Escrow/Closing #: 3240139

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 4, 2022, together with all Riders to this document.

(B) "Borrower" is JERMAINE LECLERC, unmarried man. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is BANK OF AMERICA, N.A.. Lender is a National Association organized and existing under the laws of THE UNITED STATES. Lender's address is 101 South Tryon Street, Charlotte, NC 28255.

(E) "Note" means the promissory note signed by Borrower and dated August 4, 2022. The Note states that Borrower owes Lender Seven Hundred Thirty-Two Thousand And 00/100 Dollars (U.S. \$732,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2052.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 SOUTH CAROLINA MORTGAGE (SMTG.SC)
 349.47 (05/19)

Form 3041 1/01

Page 1 of 15

BANK OF AMERICA, N.A.



1023556273616404000



Doc ID #: xxxxxxxx627

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☒ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ 1-4 Family Rider | ☐ Other(s) [specify] _____ | |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the COUNTY of Greenville:

The Land is described as follows: ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Tract A and Tract B, on a plat there of entitled "John Asher", prepared by Site Design, Inc., dated February 4, 2019 and recorded in Plat Book 1336 at Page 2 in the ROD Office for Greenville County, South Carolina. Reference is hereby made to said plat of record for a more complete and accurate description as to the metes and bounds, courses and distances as appear thereon. FIO: This being the same property conveyed to Everett Homes LLC by deed from Benjamin Young and Stephanie Young dated 6/23/2020 and recorded 6/25/2020 in

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
SOUTH CAROLINA MORTGAGE (SIMG.SC)
349.47 (05/19)

Page 2 of 15

Form 3041 1/01

BANK OF AMERICA, N.A.



1023556273616404000

Doc ID #: xxxxxxxx627

the Office of the ROD County of Greenville in Deed Book 2596 at Page 5322. APN: 0177.00-04-003.00 which currently has the address of 222 W Mountainview Ave, Greenville, South Carolina 29609-4647 ("Property Address"):

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b)

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
SOUTH CAROLINA MORTGAGE (SMTG.SC)
349.47 (05/19)

Form 3041 1/01

Page 3 of 15

BANK OF AMERICA, N.A.



1023556273616404000

Doc ID #: xxxxxxxx627

principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
SOUTH CAROLINA MORTGAGE (SIMG.SC)
349.47 (05/19)

Form 3041 1/01

Page 4 of 15

BANK OF AMERICA, N.A.



1023556273616404000

Doc ID #: xxxxxxxx627

shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
SOUTH CAROLINA MORTGAGE (SIMG.SC)
349.47 (05/19)

Page 5 of 15

Form 3041 1/01
BANK OF AMERICA, N.A.

1023556273616404000

Doc ID #: xxxxxxxx627

include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a)

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
SOUTH CAROLINA MORTGAGE (SIMG. SC)
349.47 (05/19)

Form 3041 1/01

Page 6 of 15

BANK OF AMERICA, N.A.



1023556273616404000

Doc ID #: 202306060627

Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
SOUTH CAROLINA MORTGAGE (SIMG.SC)
349.47 (05/19)

Page 7 of 15

Form 3041 1/01
BANK OF AMERICA, N.A.



1023556273616404000

Doc ID #: xxxxxxxx627

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
SOUTH CAROLINA MORTGAGE (SMTG.SC)
349.47 (05/19)

Page 8 of 15

Form 3041 1/01

BANK OF AMERICA, N.A.



1023556273616404000

Doc ID #: xxxxxxxx627

"Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
SOUTH CAROLINA MORTGAGE (SMTG.SC)
349.47 (05/19)

Form 3041 1/01

Page 9 of 15

BANK OF AMERICA, N.A.



1023556273616404000

Doc ID #: xxxxxxxx627

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
SOUTH CAROLINA MORTGAGE (SIMG.SC)
349.47 (05/19)

Page 10 of 15

Form 3041 1/01

BANK OF AMERICA, N.A.



1023556273616404000

Doc ID #: xxxxxxxx627

that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
SOUTH CAROLINA MORTGAGE (SMTG.SC)
349.47 (05/19)

Page 11 of 15

Form 3041 1/01

BANK OF AMERICA, N.A.



1023556273616404000

Doc ID #: 100000000627

by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in § 12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
SOUTH CAROLINA MORTGAGE (SIMG.SC)
349.47 (05/19)

Page 12 of 15

Form 3041 1/01

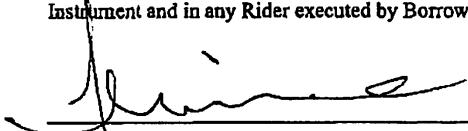
BANK OF AMERICA, N.A.



1023556273616404000

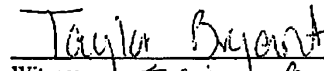
Doc ID #: xxxxxxxx627

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.


- BORROWER - JERMAINE LECLERC

Signed, sealed and delivered in the presence of


Witness Leslie Beattie


Witness Taylor Bryant

[Space Below This Line For Acknowledgment]

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 4 day of August 2022 by

Jermaine Leclerc

by means of physical presence
and produced driver's license
as identification


Notary Public for Florida

My Commission Expires: 10/21/24



SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
SOUTH CAROLINA MORTGAGE (SIMG.SC)
349.47 (05/19)

Page 13 of 15

Form 3041 1/01

BANK OF AMERICA, N.A.



1023556273616404000

Doc ID #: 000000000627

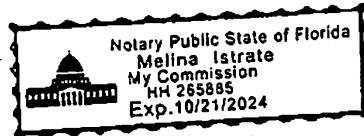
STATE OF Florida
COUNTY OF Broward

I certify that Leslie Beathie personally appeared before me this 4th day of August 2022 and certified to me under oath or by affirmation that he or she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and witnessed

Jermaine Leclerc
sign the foregoing document.

by means of physical presence
and produced driver's license
as identification

[Signature]
Notary Public for Florida



My Commission Expires: 10/21/24

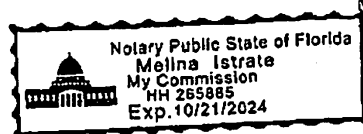
STATE OF Florida
COUNTY OF Broward

I certify that Taylor Bryant personally appeared before me this 4 day of August 2022 and certified to me under oath or by affirmation that he or she is not a grantee or beneficiary of the transaction, signed the foregoing document as a subscribing witness, and witnessed

Jermaine Leclerc
sign the foregoing document.

by means of physical presence
and produced driver's license
as identification

[Signature]
Notary Public for Florida



My Commission Expires: 10/21/24

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
SOUTH CAROLINA MORTGAGE (SIMTG.SC)
349.47 (05/19)

Page 14 of 15

Form 3041 1/01

BANK OF AMERICA, N.A.



1023556273616404000

Doc ID #: xxxxxxxxx627

Individual Loan Originator: Bernabe Garcia, NMLSR ID: 1679795
Loan Originator Organization: BANK OF AMERICA, N.A., NMLSR ID: 399802

SOUTH CAROLINA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
SOUTH CAROLINA MORTGAGE (SMTG.SC)
349.47 (05/19)

Page 15 of 15

Form 3041 1/01
BANK OF AMERICA, N.A.



1023556273618404000

SECOND HOME RIDER

LECLERC

Doc ID #: xxxxxxxx627

Escrow/Closing #: 3240139

THIS SECOND HOME RIDER is made this 4th day of August, 2022, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **BANK OF AMERICA, N.A.** (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: **222 W Mountainview Ave, Greenville, SC 29609-4647** [Property Address].

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower will occupy and use the Property as Borrower's second home. Borrower will maintain exclusive control over the occupancy of the Property, including short-term rentals, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person or entity any control over the occupancy or use of the Property. Borrower will keep the Property available primarily as a residence for Borrower's personal use and enjoyment for at least one year after the date of this Second Home Rider, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

MULTISTATE SECOND HOME RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3890 1/01 (rev. 4/19)

SECOND HOME RIDER (SERDR.US)
35.50 (10/20)

Page 1 of 2

BANK OF AMERICA, N.A.

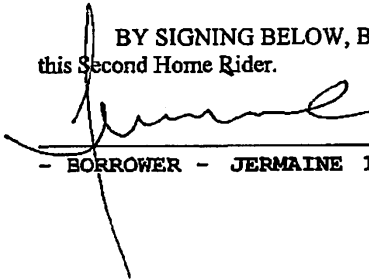


1023556273616404000

Doc ID #: xxxxxxxx627

8. Borrowers Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.


- BORROWER - JERMAINE LECLERC

MULTISTATE SECOND HOME RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3890 1/01 (rev. 4/19)

SECOND HOME RIDER (SHRDR.US)
35.50 (10/20)

Page 2 of 2

BANK OF AMERICA, N.A.



1023556273616404000

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 3240139

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Tract A and Tract B, on a plat there of entitled "John Asher", prepared by Site Design, Inc., dated February 4, 2019 and recorded in Plat Book 1336 at Page 2 in the ROD Office for Greenville County, South Carolina. Reference is hereby made to said plat of record for a more complete and accurate description as to the metes and bounds, courses and distances as appear thereon.

This being the same property conveyed to Jermaine Leclerc by deed of Everett Homes LLC dated August 2, 2022 to be recorded simultaneously herewith.



JERMAINE N LECLERC (Age 46)

275 SW LOST RIVER RD, STUART, FL 34997

20 Address History Records

275 SW LOST RIVER RD, STUART, FL 34997

02/07/2009-Current

1240 S PINE ISLAND RD APT 6, PLANTATION, FL 33324

05/02/2023

9175 CARRINGTON AVE, POMPANO BEACH, FL 33076

08/01/2016-02/17/2021

6526 S KANNER HWY, STUART, FL 34997

12/01/2014

410 VICKSBURG TER, FORT LAUDERDALE, FL 33325

05/30/2013-01/08/2015

915 NW 28TH ST, MIAMI, FL 33127

10/28/2011-04/04/2012

550 14TH RD S APT 230, ARLINGTON, VA 22202

11/01/2008-12/25/2011

2610 SW 85TH TER, HOLLYWOOD, FL 33025

11/20/2007

PO BOX 640322, MIAMI, FL 33164

FOREWARN, LLC ("FOREWARN") is not a "consumer reporting agency" and its services do not constitute "consumer reports", as these terms are defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA") or similar state statutes. Accordingly, FOREWARN services may not be used in whole or in part as a factor in establishing an individual's eligibility for credit, insurance, employment, or any other eligibility purpose permitted by the FCRA.

**PLAINTIFF'S
EXHIBIT**

C

Greenville County Register of Deeds a
Search Criteria: Search Type: All Names; Name: leclerc jermain

Page 1 of 1
Date: 11/27/2023
11:20 PM

Instr #	Book	Page	Filed	Name	Other Name	Doc Type	Legal Description	Satisfied	Term
1. 2022062020	2665	0224	08/08/2022	E LECLERC JERMAINE	R EVERETT HOMES LLC	DEED	TR A & TR B PLT BK 1336 PG 2		Y
2. 2022062021	5703	4841	08/08/2022	R LECLERC JERMAINE	E BANK OF AMERICA N A	MORTGAGE	TR A & B PLT BK 1336 PG 2	05/10/2023	Y
3. 2023024041	2686	5837	05/01/2023	R LECLERC JERMAINE	E SOELTER GEOFFREY	DEED	TR A PLT BK 1442 PG 56		Y
4. 2023026283	0469	2740	05/10/2023	R LECLERC JERMAINE	E MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	SATISFACTION OF MORTGAGE	SAT 2022062021		Y
5. 2023044669	2695	0426	08/02/2023	R LECLERC JERMAINE	E EVERETT HOMES LLC	ORDER/DEED	ORDER OF DEFAULT JUDGMENT 2023-CP-23-02709 TR B PLT BK 1336 PG 2		Y



Greenville County Register of Deeds a
Search Criteria: Search Type: All Names; Name: everett homes

Page 1 of 4
Date: 11/27/2023
11:21 PM

Instr #	Book	Page	Filed	Name	Other Name	Doc Type	Legal Description	Satisfied	Term
1. 2016070996	2496	0980	09/13/2016	E EVERETT HOMES LLC	R MILLER DANIEL D	DEED	0.93 ACS PLT BK 41-Z PG 24		Y
2. 2017065669	2519	0430	08/15/2017	E EVERETT HOMES LLC	R BEARDSLEY SARA S PERSONAL REP	DEED	LTS 22 AND 23 PLT BK RR PG 91 LTS 42 AND 43 PLT BK PPP PG 5		Y
3. 2017095186	5415	2640	11/22/2017	R EVERETT HOMES LLC	E GRANDSOUTH BANK	MORTGAGE	LT 23 HOLLIDAY HILL		Y
4. 2017095188	5415	2657	11/22/2017	R EVERETT HOMES LLC	E GRANDSOUTH BANK	MORTGAGE	LT 22 HOLLIDAY HILL	02/15/2018	Y
5. 2018002117	5421	1678	01/10/2018	R EVERETT HOMES LLC	E GRANDSOUTH BANK	MORTGAGE	RE-REC MO 5415-2640 LT 23 HOLLIDAY HILL	02/20/2018	Y
6. 2018007973	2531	0458	02/05/2018	R EVERETT HOMES LLC	E RUSSELL ROBERT EDWIN	DEED	LT 22 HOLLIDAY HILL		Y
7. 2018008912	2531	2111	02/08/2018	R EVERETT HOMES LLC	E JONES JAMES BRIAN	DEED	LT 23 HOLLIDAY HILL		Y
8. 2018010662	0441	1447	02/15/2018	R EVERETT HOMES LLC	E GRANDSOUTH BANK	SATISFACTION OF MORTGAGE	SAT BK 5415-2657		Y
9. 2018011848	0441	1798	02/20/2018	R EVERETT HOMES LLC	E GRANDSOUTH BANK	SATISFACTION OF MORTGAGE	SAT BK 5421-1678		Y
10. 2018029540	5433	1522	04/24/2018	R EVERETT HOMES LLC	E GRANDSOUTH BANK	MORTGAGE	T 43 HOLLIDAY HILL SEC 2	08/20/2018	Y
11. 2018029541	5433	1532	04/24/2018	R EVERETT HOMES LLC	E GRANDSOUTH BANK	MORTGAGE	LT 42 HOLLIDAY HILL SEC 2	12/12/2018	Y
12. 2018057797	2544	2039	08/01/2018	R EVERETT HOMES LLC	E JORDAN PAMELA JUNE	DEED	LT 43 HOLLIDAY HILL SEC 2		Y
13. 2018062473	0443	2175	08/20/2018	R EVERETT HOMES LLC	E GRANDSOUTH BANK	SATISFACTION OF MORTGAGE	SAT BK 5433-1522		Y
14. 2018071148	2547	5851	09/19/2018	R EVERETT HOMES LLC	E CLAYTON HOMES INC	MANUFACTURED HOME AFFIDAVIT	MANUFACTURED HOME AFFIDAVIT FOR RETIREMENT OF TITLE CERTIFICATE		Y
15. 2018076542	2549	3036	10/08/2018	E EVERETT HOMES LLC	R SOMERO KENDALL L	DEED	1.32 ACS & 1.17 ACS KENDALL SOMERO MUSH CREEK RD		Y
16. 2018080058	2550	2895	10/22/2018	E EVERETT HOMES LLC	R MILLER DANIEL D	DEED	0.93 ACS PLT BK 41-Z PG 24 RE-REC DE 2496-0980		Y
17. 2018083362	2551	2805	11/02/2018	R EVERETT HOMES LLC	E BLUE RIDGE ELECTRIC COOPERATIVE INC	RIGHT OF WAY	ELECTRIC LINE RIGHT-OF- WAY EASEMENT		Y

ELECTRONICALLY FILED - 2023 Dec 05 10:28 AM - GREENVILLE - COMMON PLEAS - CASE#2023CP2302709

Greenville County Register of Deeds a
Search Criteria: Search Type: All Names; Name: everett homes

Page 2 of 4
Date: 11/27/2023
11:21 PM

Instr #	Book	Page	Filed	Name	Other Name	Doc Type	Legal Description	Satisfied	Perm
18. 2018083364	2551	2813	11/02/2018	R EVERETT HOMES LLC	E BLUE RIDGE ELECTRIC COOPERATIVE INC	RIGHT OF WAY	ELECTRIC LINE RIGHT-OF-WAY EASEMENT		
19. 2018091080	2553	4183	12/04/2018	R EVERETT HOMES LLC	E WATERS ELIZABETH K	DEED	LT 42 PLT BK PPP PG 5		
20. 2018093340	0444	4313	12/12/2018	R EVERETT HOMES LLC	E GRANDSOUTH BANK	SATISFACTION OF MORTGAGE	SAT BK 5433-1532		
21. 2018094543	5462	1893	12/17/2018	R EVERETT HOMES LLC	E GRANDSOUTH BANK	MORTGAGE	1.17 ACS PLT BK 1312 PG 93	06/24/2019	
22. 2018094544	5462	1903	12/17/2018	R EVERETT HOMES LLC	E GRANDSOUTH BANK	MORTGAGE	1.32 ACS PLT BK 1312 PG 93	07/02/2019	
23. 2019027580	2563	4336	04/17/2019	R EVERETT HOMES LLC	E GEORGE JUSTIN M	DEED	0.93 ACS PLT BK 41-Z PG 24		
24. 2019045032	2568	3122	06/17/2019	R EVERETT HOMES LLC	E ARNOTT CARL CAMPBELL	DEED	1.32 ACS PLT BK 1312-93		
25. 2019045173	2568	3421	06/17/2019	E EVERETT HOMES LLC	R REDROCK CAPITAL FUND II	QUIT-CLAIM DEED	2.46 ACS MUSH CREEK DR		
26. 2019045174	2568	3425	06/17/2019	R EVERETT HOMES LLC	E LOVELETTE WILLIAM	DEED	1.17 ACS MUSH CREEK RD PLT BK 1312-93		
27. 2019047361	0446	4419	06/24/2019	R EVERETT HOMES LLC	E GRANDSOUTH BANK	SATISFACTION OF MORTGAGE	SAT BK 5462-1893		
28. 2019049765	0446	5052	07/02/2019	R EVERETT HOMES LLC	E GRANDSOUTH BANK	SATISFACTION OF MORTGAGE	SAT BK 5462-1903		
29. 2019093315	2581	2448	11/21/2019	E EVERETT HOMES LLC	R HOLLIDAY ROBERT K	DEED	SEE INSTRUMENT		
30. 2019094626	2581	4915	11/26/2019	R EVERETT HOMES LLC	E VALLEY LINKS LLC	DEED	SEE INSTRUMENT		
31. 2020047763	2596	5322	06/25/2020	E EVERETT HOMES LLC	R YOUNG BENJAMIN	DEED	TRACT A & TRACT B PLT BK 1336 PG 2		
32. 2020047764	5545	0857	06/25/2020	R EVERETT HOMES LLC	E GRANDSOUTH BANK	MORTGAGE	TRACTS A & B PLT BK 1336 PG 2	03/30/2022	
33. 2020047765	2596	5325	06/25/2020	R EVERETT HOMES LLC	E GRANDSOUTH BANK	ASSIGNMENT OF LEASE	ASMT OF LEASES AND RENTS TRACTS A & B PLT BK 1336 PG 2	03/30/2022	
34. 2022023163	5682	1567	03/21/2022	R EVERETT HOMES LLC	E GRANDSOUTH BANK	MORTGAGE	TRACT A & TRACT B PLT BK 1336 PG 2	08/24/2022	

ELECTRONICALLY FILED - 2023 Dec 05 10:28 AM - GREENVILLE - COMMON PLEAS - CASE#2023CP302709

Greenville County Register of Deeds a
Search Criteria: Search Type: All Names; Name: everett homes

Page 3 of 4
Date: 11/27/2023
11:21 PM

Instr #	Book	Page	Filed	Name	Other Name	Doc Type	Legal Description	Satisfied	Per m
35. 2022023164	2652	0401	03/21/2022	R EVERETT HOMES LLC	E GRANDSOUTH BANK	ASSIGNMENT OF LEASE	ASSIGNMENT OF LEASES AND RENTS TR A & B PLT BK 1336 PG 2	08/24/2022	
36. 2022026063	0464	5927	03/30/2022	R EVERETT HOMES LLC	E GRANDSOUTH BANK	SATISFACTION OF MORTGAGE	SAT BK 5545-0857		
37. 2022026064	2652	5810	03/30/2022	R EVERETT HOMES LLC	E GRANDSOUTH BANK	SATISFACTION OF DEED DOCUMENT	SAT BK 2596-5325		
38. 2022062020	2665	0224	08/08/2022	R EVERETT HOMES LLC	E LECLERC JERMAINE	DEED	TR A & TR B PLT BK 1336 PG 2		
39. 2022066358	0466	5845	08/24/2022	R EVERETT HOMES LLC	E GRANDSOUTH BANK	SATISFACTION OF MORTGAGE	SAT BK 5682-1567		
40. 2022066359	2666	3156	08/24/2022	R EVERETT HOMES LLC	E GRANDSOUTH BANK	SATISFACTION OF DEED DOCUMENT	SAT DEED BK 2652-0401		
41. 2023017932	2684	3373	04/03/2023	E EVERETT HOMES LLC	R 3130 HOLDINGS LLC	DEED	LTS 1 2 3 4 5 & 6 PLT BK 1419 PG 91		
42. 2023041238	5742	1734	07/18/2023	R EVERETT HOMES LLC	E BANK OF TRAVELERS REST	MORTGAGE	LTS 1 & 2 PLT BK 1419 PG 91		
43. 2023041239	2693	4527	07/18/2023	R EVERETT HOMES LLC	E BANK OF TRAVELERS REST	ASSIGNMENT OF LEASE	ASSIGNMENT OF LEASES AND RENTS LTS 1 & 2 PLT BK 1419 PG 91		
44. 2023044669	2695	0426	08/02/2023	E EVERETT HOMES LLC	R LECLERC JERMAINE	ORDER/DEED	ORDER OF DEFAULT JUDGMENT 2023-CP-23-02709 TR B PLT BK 1336 PG 2		
45. 2023044954	2695	0914	08/03/2023	R EVERETT HOMES LLC	E HULBERT RHIANNAN M	DEED	LTS 5 & 6 PLT BK 1419 PG 91		
46. 2023058135	2700	2982	10/03/2023	R EVERETT HOMES LLC	E SCHEIBLING CARA	DEED	TR B PLT BK 1442 PG 56		
47. 2023065388	2703	2627	11/06/2023	R EVERETT HOMES LLC	E NEAL-WILLIAMS KYLIE ANN	DEED	LT 1 PLT BK 1419 PG 91		
48. 2023066169	5755	2678	11/09/2023	R EVERETT HOMES LLC	E BANK OF TRAVELERS REST	MORTGAGE RELEASE	RELEASE FROM BK 5742-1734 LT 1 BRIDWELL RD PLT BK 1419 PG 91		

ELECTRONICALLY FILED - 2023 Dec 05 10:28 AM - GREENVILLE COUNTY COMMON PLEAS - CASE#2023CP2302709

Greenville County Register of Deeds a
Search Criteria: Search Type: All Names; Name: everett homes

Page 4 of 4
Date: 11/27/2023
11:21 PM

Instr #	Book	Page	Filed	Name	Other Name	Doc Type	Legal Description	Satisfied	Perm
---------	------	------	-------	------	------------	----------	-------------------	-----------	------

ELECTRONICALLY FILED - 2023 Dec 05 10:28 AM - GREENVILLE - COMMON PLEAS - CASE#2023CP2302709

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	CASE NO.: 2023-CP-23-02709
Everett Homes, LLC	)	PLAINTIFF'S MEMORANDUM IN OPPOSITION TO DEFENDANT'S MOTION TO RCONSIDER
PLAINTIFF	)	
vs	)	
Jermaine Leclerc	)	
DEFENDANTS.	)	
_____	)	
	)	
	)	
	)	

Plaintiff, by and through the undersigned attorney, respectfully submits the herein Memorandum in Opposition to the Defendant's Motion to Reconsider and would respectfully show this Court the following:

NEWLY DISCOVERED EVIDENCE

It appears that the Defendant is attempting to introduce new evidence to prove that his usual place of abode or dwelling house was not 275 SW Lost River Road Stuart FL 34997. This evidence, however, was available to Defendant at its first hearing to set aside the judgment. To obtain relief from judgment based on newly discovered evidence, a movant must establish that the newly discovered evidence: (1) is of such magnitude that had the court known of it earlier, the outcome would likely have been different; (2) has been discovered since the trial; (3) could not have been discovered before the trial; (4) is material to the issue; and (5) is not merely cumulative or impeaching. Rules Civ.Proc., Rules 59(b), 60(b). *Spreeuw v. Barker*, 385 S.C. 45, 682 S.E.2d 843 (S.C.App. 2009) . Defendant's reliance on "new evidence" to set aside the judgment fails, however, because the outcome would have been no different and the evidence

could have been introduced at the first hearing, but was not. Furthermore, the evidence, being in direct possession of Defendant, was known to the Defendant all along. A party cannot use a motion to alter or amend a judgment to present to the lower court an issue the party could have raised prior to judgment but did not. *Gartside v. Gartside*, 383 S.C. 35, 677 S.E.2d 621(S.C.App. 2009). While the Defendant raised the issue, Defendant introduced no proof. Even if Defendant submits a Memorandum in Support of this motion, such Memorandum is not proof of any asserted fact. The Court of Appeals in *Brown v. Odom* stated, “. . . although husband's memorandum in support of his motion to alter or set aside the judgment supported husband's argument that he lacked intent to transmute LLC into marital property, the memorandum in support of the motion was not evidence.” *Brown v. Odom*, (S.C.App. 2018) 2018 WL 4472278. Although this is an unreported opinion, Plaintiff offers the case as persuasive argument of how the appellate courts would view the circumstances presented here.

Further compounding the futility of the Defendant's attempt to take a second bite at the apple, is the fact that memorandums or pleadings are not considered proof. Here, the Defendant has presented a driver's license and two leases in this new motion and in fact made a representation that he never lived at 275 SW Lost River Road Stuart FL 34997. Defendant's driver's license was last updated 08/02/2017. The address on the driver's license is listed as 9175 Carrington Ave. Parkland, FL 33076. (See, Exhibit A of Defendant's Motion to Reconsider). Plaintiff once owned the property at this address (See, **Exhibit A**, Deed filed in Broward County, Florida on September 6, 2016) and then sold it on February 22, 2021 (See, **Exhibit B**, Deed filed in Broward County Florida on February 22, 2021). Plaintiff has also discovered that the Defendant did in fact reside at 275 SW Lost River Road Stuart FL 34997 and has claimed 275 SW Lost River Road Stuart FL 34997 as his personal residence for voting

purposes since at least 2004. (See, **Exhibit C**; 2021, 2022 & 2023 Real Property Tax bills noting homestead exemptions; **Exhibit D**; Property Tax Exemption requirements for the State of Florida; **Exhibit E**; Martin County Property Appraiser Report showing ownership history; **Exhibit F**; State of Florida Voter's Registration showing Jermaine Leclerc claiming residence at 275 SW Lost River Road since 10/4/2004; **Exhibit G**; Recorded Mortgage showing Jermaine LeClerc's address at 275 SW Lost River Road Stuart FL 34997). Notwithstanding the plethora of evidence presented herein proving residency by the County Records (public records for the purposes of admissibility of evidence), our courts have often looked at voter registration to ascertain residency. The Court of Appeals analyzed this factor in *Delta Apparel, Inc. v. Farina*, 406 S.C. 257, 750 S.E.2d 615 (2013). The court noted that although the Defendant claimed in his affidavit that his address was different from the address of service and offered his voter registration as proof, the Defendant did not produce his voter registration with the affidavit so the issue was not preserved for appeal. The court also took notice of the tax notices Delta received from the California Tax Board as proof of its address. For service. *Id.* at 621. The court also noted that, "[d]espite his claim that he was never served with the summons and complaint for this action, the officer's return of process cannot be impeached by Farina's mere denial of service." As also previously briefed, "[w]e have never required exacting compliance with the rules to effect service of process." *Roche v. Young Bros., Inc. of Florence*, 318 S.C. 207, 209–10, 456 S.E.2d 897, 899 (1995). "Rather, we inquire whether the plaintiff has sufficiently complied with the rules such that the court has personal jurisdiction of the defendant and the defendant has notice of the proceedings." *Id.* at 210, 456 S.E.2d at 899. "***Further, an [officer's] return of process creates the legal presumption of proper service that cannot be 'impeached by the mere denial of service by the defendant.'***" *Fassett v. Evans*, 364 S.C. 42, 47, 610 S.E.2d 841, 844

(Ct.App.2005) (quoting *Richardson Constr. Co. v. Meek Eng'g and Constr., Inc.*, 274 S.C. 307, 311, 262 S.E.2d 913, 916 (1980)).” (*emphasis added*). For the foregoing reasons, the court should reject any argument based on Defendant not “living” at 275 SW Lost River Road Stuart FL 34997. In fact, because of the misrepresentations to the Court and the fact that the Defendant has not offered any evidence to support his position other than assertions in the Motion, the Court should dismiss any such argument *in toto*.

EVIDENCE OF UNAUTHORIZED PERSON

Defendant asserts that his mother, Betty LeClerc, was not authorized to accept service on his behalf thereby entitling Defendant to relief from the default judgment. Defendant stated in prior filings that at 275 SW Lost River Road Stuart FL 34997 is a rental that his mother lives at. Defendant is certainly receiving his real property tax bills at the address and they are getting paid. His mother is obviously authorized to receive that mail for him. His mother would also likely receive anything connected to Defendant’s voter registration. Defendant has an open-ended mortgage with PNC Bank that is dated August 13, 2020. His address is listed as at 275 SW Lost River Road Stuart FL 34997. Open-ended mortgages bill monthly because the amount of the payment can vary based on new draws, payments and typically these mortgages contain variable rates. His mother would have to receive those notices too. In short, Rule 4(d)(9) requires the Defendant to demonstrate his mother was not authorized to accept service. Rule 4(d)(9) provides, “*/s/*service pursuant to this paragraph shall not be the basis for the entry of a default or a judgment by default unless the record contains a delivery record showing the acceptance by the defendant which includes an original signature or electronic image of the signature of the person served. Any such default or judgment by default shall be set aside pursuant to Rule 55(c) or Rule 60(b) if the defendant demonstrates to the court that the

delivery receipt was signed by an unauthorized person. (emphasis added). Defendant's mother meets all the requirements for substitute service. Defendant and his mother were so close, Defendant even listed her on his lease with Modera Cornerstone. (See, Defendant's Motion to Reconsider; Exhibit C). Again, the appellate courts are mainly concerned with Defendants getting notice of the proceedings. "Rule 4, SCRC_P, pertaining to proper service, "assures the defendant of reasonable notice of the action." *Delta Apparel, Inc. v. Farina*, 406 S.C. 257 750 S.E.2d 615, (Ct. App. 2013) (citing) *Roche v. Young Bros., Inc. of Florence*, 318 S.C. 207, 209, 456 S.E.2d 897, 899 (1995). "We have never required exacting compliance with the rules to effect service of process." *Roche v. Young Bros., Inc. of Florence*, 318 S.C. 207, 209–10, 456 S.E.2d 897, 899 (1995). "Rather, we inquire whether the plaintiff has sufficiently complied with the rules such that the court has personal jurisdiction of the defendant and the defendant has notice of the proceedings." *Id.* at 210, 456 S.E.2d at 899. Other than a statement contained in the Motion to Reconsider, which is not evidence, Defendant has not presented any evidence to the Court that his mother was an unauthorized person to receive service for the Defendant. Defendant's mother certainly notified him of the damages hearing and Defendant certainly cashed the check that was sent with the Summons and Complaint. (See, **Exhibit H**, Cancelled check drawn on Wendell L. Hawkins PA endorsed by Jermaine LeClerc written June 5, 2023 and posted July 18, 2023). Defendant also obviously received the correspondence from Nelson & Galbreath because Defendant offered the signed quit-claim deed as evidence to support his claim that he was mistaken in believing the signing of the deed settled any dispute. (See **Exhibit I**; Quit Claim Deed signed May 17, 2023 and notarized in Martin County which is the situs county of 275 SW Lost River Road Stuart FL 34997.

PLAINTIFF ACCOMODATED DEFENDANT IN THE PRIOR HEARING

Defendant also complains that he did not have time to review Plaintiff's Memorandum in Opposition to Defendant's Motion to set aside default judgment and therefore the Court should allow a second bite at the apple. Regardless of what the Memorandum in Opposition says or when it was received, Defendant still has to know the Rules of Civil Procedure and case law to prevail. The fact that Defendant offered no proof of his assertions has nothing to do with the Plaintiff's Memorandum. Plaintiff did not prevail because of something surprising in its brief, Plaintiff prevailed because Defendant failed to meet his burden of proof and misunderstood the rules for sufficiency of service.

CONCLUSION

For the foregoing reasons, Plaintiff prays this Court dismiss Defendant's Motion to Reconsider and receive Plaintiff's updated Affidavit of Attorney's Fees and modify the previously submitted Order to reflect the updated fees.

Respectfully submitted,
s/ Wendell L. Hawkins
Wendell L. Hawkins (S.C. Bar #: 13583)
Wendell L. Hawkins, PA
9 Buena Vista Way, Ste. B
Greenville, SC 29615
(864) 848-9370 (Ph) (864) 848-9759 (Fax)
wlh@wlhawkinslawfirm.com
Attorneys for Plaintiff

Greenville, South Carolina
December 21, 2023

Sales Price **\$885,067.00**

Deed Stamps **\$6,195.70**

This instrument prepared by and return to:
Serena Sakkarawech
CalAtlantic Title, Inc.
809 Coral Ridge Drive, Coral Springs, FL 33071
Coral Springs, FL 33071

SPECIAL WARRANTY DEED (from Corporation)

CAT File # 21583-223 - 2230

SPECIAL WARRANTY DEED

This Indenture, made this **08/22/2016**, between **Standard Pacific of Florida, a Florida general partnership**

whose post office address is 825 Coral Ridge Drive, Coral Springs, FL 33071, and lawfully authorized to transact business in the state of FLORIDA, Grantor*, and

Jermaine Leclerc and Bazi Endale, husband and wife,

whose post office address is 9175 Carrington Avenue, Parkland, FL 33076, Grantee*.

WITNESSETH: That said grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) Dollars, and other good and valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, and grantee's heirs and assigns forever, the following described land, situated in BROWARD County, Florida, to-wit:

Lot 212, BRUSCHI PROPERTY, according to the Plat thereof as recorded in Plat Book 180, Page(s) 105 thru 120, of the Public Records of Broward County, Florida.

Tax Parcel Identification Number: 474129-03-2120

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE and to hold, the same in fee simple forever.

AND the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

Subject to restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and taxes for the current year and subsequent years.

*"Grantor and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.



Signed Sealed and Delivered In our presence.

Standard Pacific of Florida, a Florida general partnership

BY: Standard Pacific of Florida GP, Inc., General Partner

Witness:

JUSTIN COOK

Vice President, Finance

Witness:

Serena Sakkarawech

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing Instrument was acknowledged before me this 08/11/2016, by **JUSTIN COOK, Vice President, Finance** on behalf of **Standard Pacific of Florida GP, Inc., a Delaware Corporation, General Partner of Standard Pacific of Florida, a Florida general partnership**, existing under the laws of the State of **Florida**, who is personally known to me or who has produced a valid driver's license as Identification.

WITNESS my hand and official seal in the County and State last aforesaid.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



This Instrument Prepared by and Return to:

DEBORAH A. CARMAN, ESQ.
PALM TITLE SERVICES, INC.
5301 N. FEDERAL HIGHWAY, # 160
BOCA RATON, FL. 33487
Our File No.: 21-110

Property Appraisers Parcel Identification (Folio) Number: 474129-03-2120

Florida Documentary Stamps in the amount of \$7,280.00 have been paid hereon.

Space above this line for Recording Data

WARRANTY DEED

THIS WARRANTY DEED, made the 17th day of February, 2021 by JERMAINE LECLERC, A SINGLE MAN, whose post office address is 275 SW LOST RIVER ROAD, STUART, FL 34997 herein called the Grantor, to GILAD GOLDENBERG and SAGIT GOLDENBERG, HUSBAND AND WIFE whose post office address is 9175 CARRINGTON AVENUE, PARKLAND, FL 33076, hereinafter called the Grantees:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in Broward County, State of Florida, viz.:

Lot 212, BRUSCHI PROPERTY, according to the Plat thereof, as recorded in Plat Book 180, Page 105, of the Public Records of Broward County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2021 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantees that the Grantor lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

File No.: 21-110



117

Warranty Deed

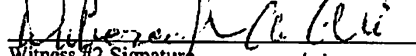
Page 2 of 2

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

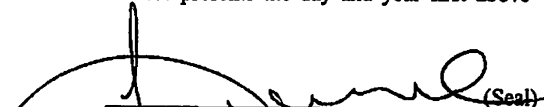
Signed, sealed and delivered in the presence of:


Witness #1 Signature

Laurette LaChance
Witness #1 Printed Name


Witness #2 Signature

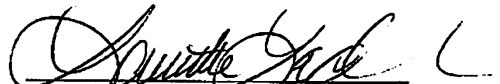
Deborah A. Hill
Witness #2 Printed Name


JERMAINE LECLERC (Seal)

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 17th day of February, 2021, by JERMAINE LECLERC who appeared by ☒ physical presence or ☐ online notarization and has produced driver license as identification.

SEAL


Notary Public
Laurette LaChance
Printed Notary Name

My Commission Expires:





**HONORABLE
RUTH PIETRUSZEWSKI, CFC**

MARTIN COUNTY TAX COLLECTOR
3485 SE WILLOUGHBY BLVD
STUART, FL 34994

Property Address 275 SW LOST RIVER RD
Legal Description LOT 27 LOST RIVER MANORS PH 3 OF LOST RIVER (PB 16 P 14)

REAL ESTATE

MARTIN COUNTY
2021 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

LECLERC JERMAINE
275 SW LOST RIVER RD
STUART, FL 34997

PARCEL ID: 55-38-41-412-000-00270.00000
ALTERNATE ID: 372350
ESCROW CODE:



SCAN TO VIEW YOUR
BILL ONLINE!

If Paid By	Dec 31, 2021	Paid	\$9,801.35	12/27/2021
Please Pay	\$9,801.35			

Ad Valorem Assessments						
Taxing Authority	Telephone	Millage	Assessed Value	Exemption	Taxable Value	Tax Amount
MSTU FIRE RESCUE UNINCORP	772-288-5504	2.6835	600,959	50,000	550,959	1,478.50
MSTU UNINCORP STORMW/ROAD	772-288-5504	0.6017	600,959	50,000	550,959	331.50
MSTU-PARKS & RECREATION	772-288-5504	0.1882	600,959	50,000	550,959	103.60
DISTRICT TWO MSTU	772-288-5504	0.1048	600,959	50,000	550,959	57.70
SCHOOL-GENERAL FUND	772-219-1200	3.5750	600,959	25,000	575,959	2,059.00
SCHOOL CAPITAL OUTLAY	772-219-1200	1.5000	600,959	25,000	575,959	863.94
SCHOOL - DISCRETIONARY	772-219-1200	0.7480	600,959	25,000	575,959	430.80
SCHOOL ADDTNL VOTER MIL	772-219-1200	0.5000	600,959	25,000	575,959	287.90
CHILDRENS SERVICES ORDNC	772-288-5758	0.3618	600,959	50,000	550,959	199.30
FL-INLAND NAVIGATION DIST	561-627-3386	0.0320	600,959	50,000	550,959	17.60
S. FLA WTR MGMT	561-686-8800	0.2572	600,959	50,000	550,959	141.70
COUNTY-GENERAL FUND-OP	772-288-5504	6.7934	600,959	50,000	550,959	3,742.80
MILLAGE CODE 7017	TOTAL MILLAGE	17.3456	TOTAL AD VALOREM TAXES			\$9,714.79

Exemptions
ADDL HOMESTEAD
HOMESTEAD

Non Ad Valorem Assessments			
Levying Authority	Telephone	Rate (\$ per unit)	Tax Amount
SANITATION/TRASH	772-221-1351		389.60
TOTAL NON AD VALOREM TAXES			\$389.60
TOTAL			\$10,104.39

*SEE REVERSE SIDE FOR INSTRUCTIONS. PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT
OR PAY CURRENT TAXES ONLINE AT [HTTP://MARTINTAXCOLLECTOR.COM](http://MARTINTAXCOLLECTOR.COM)

2021

Make checks payable to: Ruth Pietruszewski, Tax Collector

Mail payments to: 3485 SE Willoughby Blvd Stuart, FL 34994 (772) 288-5600

CANADIAN CHECKS MUST BE PAYABLE IN U.S. FUNDS & DRAWN ON A U.S. BANK **DO NOT SEND CASH**

PARCEL ID: 55-38-41-412-000-00270.00000

ALTERNATE ID: 372350

ESCROW CODE:

LECLERC JERMAINE
275 SW LOST RIVER RD
STUART, FL 34997

Please check one box. Current taxes are processed by the month they are postmarked. Delinquent taxes are processed by the date they are received.

☐ Dec 31, 2021 \$9,801.35

☐ Paid By Betty Jean Leclerc

☐ Paid \$9,801.35 12/27/2021

TAXES BECOME DELINQUENT APRIL 1 - ADD 3% PLUS FEES

Notice: If taxes on your property are not paid in full, a tax certificate will be sold for the delinquent taxes.





**HONORABLE
RUTH PIETRUSZEWSKI, CFC**

MARTIN COUNTY TAX COLLECTOR
3485 SE WILLOUGHBY BLVD
STUART, FL 34994

Property Address 275 SW LOST RIVER RD
Legal Description LOT 27 LOST RIVER MANORS PH 3 OF LOST RIVER (PB 16 P 14)

REAL ESTATE

MARTIN COUNTY
2022 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

LECLERC JERMAINE
275 SW LOST RIVER RD
STUART, FL 34997

PARCEL ID: 55-38-41-412-000-00270.00000
ALTERNATE ID: 372350
ESCROW CODE:



SCAN TO VIEW YOUR
BILL ONLINE!

If Paid By Feb 28, 2023
Please Pay \$9,921.95

Paid \$9,921.95 02/21/2023

Ad Valorem Assessments

Taxing Authority	Telephone	Millage	Assessed Value	Exemption	Taxable Value	Tax Amount
MSTU FIRE RESCUE UNINCORP	772-288-5504	2.6325	618,987	50,000	568,987	1,497.84
MSTU UNINCORP STORMW/ROAD	772-288-5504	0.5916	618,987	50,000	568,987	336.66
MSTU-PARKS & RECREATION	772-288-5504	0.1837	618,987	50,000	568,987	104.55
DISTRICT FOUR MSTU	772-288-5504	0.0626	618,987	50,000	568,987	35.66
SCHOOL-GENERAL FUND	772-219-1200	3.2400	618,987	25,000	593,987	1,924.55
SCHOOL CAPITAL OUTLAY	772-219-1200	1.5000	618,987	25,000	593,987	890.98
SCHOOL - DISCRETIONARY	772-219-1200	0.7480	618,987	25,000	593,987	444.33
SCHOOL ADDTNL VOTER MIL	772-219-1200	0.5000	618,987	25,000	593,987	296.99
CHILDRENS SERVICES ORDNCs	772-288-5758	0.3618	618,987	50,000	568,987	205.88
FL-INLAND NAVIGATION DIST	561-627-3386	0.0320	618,987	50,000	568,987	18.21
S. FLA WTR MGMT	561-686-8800	0.2301	618,987	50,000	568,987	130.99
COUNTY-GENERAL FUND-OP	772-288-5504	6.5559	618,987	50,000	568,987	3,730.22
MILLAGE CODE 9009	TOTAL MILLAGE	16.6382	TOTAL AD VALOREM TAXES			\$9,616.62

Exemptions
ADDL HOMESTEAD
HOMESTEAD

Non Ad Valorem Assessments

Levying Authority	Telephone	Rate (\$ per unit)	Tax Amount
SANITATION/TRASH	772-221-1351		405.55
TOTAL NON AD VALOREM TAXES			\$405.55
TOTAL			\$10,022.17

*SEE REVERSE SIDE FOR INSTRUCTIONS PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT
OR PAY CURRENT TAXES ONLINE AT [HTTP://MARTINTAXCOLLECTOR.COM](http://MARTINTAXCOLLECTOR.COM)

2022

Make checks payable to: Ruth Pietruszewski, Tax Collector

Mail payments to: 3485 SE Willoughby Blvd Stuart, FL 34994 (772) 288-5600

CANADIAN CHECKS MUST BE PAYABLE IN U.S. FUNDS & DRAWN ON A U.S. BANK **DO NOT SEND CASH**

PARCEL ID: 55-38-41-412-000-00270.00000

ALTERNATE ID: 372350

ESCROW CODE:

LECLERC JERMAINE
275 SW LOST RIVER RD
STUART, FL 34997

Please check one box. Current taxes are processed by the month they are postmarked. Delinquent taxes are processed by the date they are received.

☐ Feb 28, 2023 \$9,921.95

☐ Paid By **Jermaine Leclerc**

☐ Paid **\$9,921.95** **02/21/2023**

TAXES BECOME DELINQUENT APRIL 1 - ADD 3% PLUS FEES

Notice: If taxes on your property are not paid in full, a tax certificate will be sold for the delinquent taxes.





**HONORABLE
RUTH PIETRUSZEWSKI, CFC**

MARTIN COUNTY TAX COLLECTOR
3485 SE WILLOUGHBY BLVD
STUART, FL 34994

Property Address 275 SW LOST RIVER RD
Legal Description LOT 27 LOST RIVER MANORS PH 3 OF LOST RIVER (PB 16 PG 14)

REAL ESTATE

2023 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

LECLERC JERMAINE
275 SW LOST RIVER RD
STUART, FL 34997

PARCEL ID: 55-38-41-412-000-00270.00000
ALTERNATE ID: 372350
ESCROW CODE:



SCAN TO VIEW YOUR
BILL ONLINE!

If Paid By	Nov 30, 2023		
Please Pay	\$9,951.72	Paid	\$9,951.72 11/30/2023

Ad Valorem Assessments						
Taxing Authority	Telephone	Millage	Assessed Value	Exemption	Taxable Value	Tax Amount
MSTU FIRE RESCUE UNINCORP	772-463-2868	2.6884	637,556	50,000	587,556	1,579.56
MSTU UNINCORP STORMW/ROAD	772-463-2868	0.5989	637,556	50,000	587,556	351.89
MSTU-PARKS & RECREATION	772-463-2868	0.1634	637,556	50,000	587,556	96.00
DISTRICT FOUR MSTU	772-463-2868	0.0566	637,556	50,000	587,556	33.26
SCHOOL-GENERAL FUND	772-219-1200 ext 30273	3.1950	637,556	25,000	612,556	1,957.12
SCHOOL CAPITAL OUTLAY	772-219-1200 ext 30273	1.5000	637,556	25,000	612,556	918.83
SCHOOL - DISCRETIONARY	772-219-1200 ext 30273	0.7480	637,556	25,000	612,556	458.16
SCHOOL ADDTNL VOTER MIL	772-219-1200 ext 30273	0.5000	637,556	25,000	612,556	306.22
CHILDRENS SERVICES ORDNCS	772-288-5758	0.3618	637,556	50,000	587,556	212.56
FL-INLAND NAVIGATION DIST	561-627-3386	0.0288	637,556	50,000	587,556	16.90
S. FLA WTR MGMT	561-686-8800	0.2301	637,556	50,000	587,556	135.16
COUNTY-GENERAL FUND-OP	772-463-2868	6.6017	637,556	50,000	587,556	3,878.88
MILLAGE CODE 9009	TOTAL MILLAGE	16.6727	TOTAL AD VALOREM TAXES			\$9,944.73

Exemptions
ADDL HOMESTEAD
HOMESTEAD

Non Ad Valorem Assessments			
Levying Authority	Telephone	Rate (\$ per unit)	Tax Amount
SANITATION/TRASH	772-221-1351		421.65
TOTAL NON AD VALOREM TAXES			\$421.65
TOTAL			\$10,366.38

*SEE REVERSE SIDE FOR INSTRUCTIONS PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT
OR PAY CURRENT TAXES ONLINE AT [HTTP://MARTINTAXCOLLECTOR.COM](http://MARTINTAXCOLLECTOR.COM)

2023

Make checks payable to: Ruth Pietruszewski, Tax Collector

Mail payments to: 3485 SE Willoughby Blvd Stuart, FL 34994 (772) 288-5600

CANADIAN CHECKS MUST BE PAYABLE IN U.S. FUNDS & DRAWN ON A U.S. BANK **DO NOT SEND CASH**

PARCEL ID: 55-38-41-412-000-00270.00000

ALTERNATE ID: 372350

ESCROW CODE:

LECLERC JERMAINE
275 SW LOST RIVER RD
STUART, FL 34997

Please check one box. Current taxes are processed by the month they are postmarked. Delinquent taxes are processed by the date they are received.	
☐ Nov 30, 2023	\$9,951.72
☐ Paid By	Jermaine Leclerc
☐ Paid	\$9,951.72 11/30/2023
TAXES BECOME DELINQUENT APRIL 1 - ADD 3% PLUS FEES	

Notice: If taxes on your property are not paid in full, a tax certificate will be sold for the delinquent taxes.





PROPERTY TAX EXEMPTION FOR HOMESTEAD PROPERTY

Property Tax Oversight

When someone owns property and makes it his or her permanent residence or the permanent residence of his or her dependent, the property owner may be eligible to receive a homestead exemption up to \$50,000. The first \$25,000 applies to all property taxes, including school district taxes. The additional exemption up to \$25,000 applies to the assessed value between \$50,000 and \$75,000 and only to non-school taxes. (see section 196.031, Florida Statutes)

Homestead Property Tax Exemption

The application for homestead exemption ([Form DR-501](#)) and other exemption forms are on the Department's [forms](#) page and on most property appraisers' websites. Submit your homestead application to your county property appraiser. Click here for county property appraiser [contact and website information](#).

If you are filing for the first time, be prepared to answer these questions:

- Whose name or names were on the title on January 1?
- What is your social security number and your spouse's social security number?
- Were you or your dependent(s) living in the dwelling on January 1?
- Do you claim residency in another county or state?

Your property appraiser may ask for any of the following items to prove your residency:

- Proof of previous residency outside Florida and date ended
- Florida driver license or identification card number
- Evidence of giving up driver license from another state
- Florida vehicle license plate number
- Florida voter registration number (if US citizen)
- Declaration of domicile and residency date
- Name of current employer
- Address listed on your last IRS return
- Dependent children's school location(s)
- Bank statement and checking account mailing address
- Proof of payment of utilities at homestead address

Examples

Assessed Value \$45,000

The first \$25,000 of value is exempt from all property tax and the remaining \$20,000 of value is taxable.

Assessed Value \$65,000

The first \$25,000 of value is exempt from all property tax, the next \$25,000 of value is taxable, and the remaining \$15,000 of value is exempt from non-school taxes.

Assessed Value \$85,000

The first \$25,000 of value is exempt from all property tax, the next \$25,000 of value is taxable, the third \$25,000 of value is exempt from non-school taxes, and the remaining \$10,000 of value is taxable.



If you are a new Florida resident or you did not previously own a home, please see this [brochure](#) for information for first-time Florida homebuyers.

If you are moving from a previous Florida homestead to a new homestead in Florida, you may be able to transfer, or "port," all or part of your homestead assessment difference. See [Save Our Homes Assessment Limitation and Portability Transfer](#). You should complete all required forms and applications for the exemption and file them with your county property appraiser. If the property appraiser denies your application, you may file a petition with the county's value adjustment board. For more information, see [Petitions to the Value Adjustment Board](#).

The Department of Revenue's website has more information about property tax benefits for homestead properties.

<http://floridarevenue.com/property/Pages/Taxpayers.aspx>



Basic Info

PIN [REDACTED] AIN [REDACTED] Situs Address 275 SW LOST RIVER RD STUART FL Website Updated 12/4/23

General Information

CHANGE MAILING ADDRESS

SIGN UP FOR PROPERTY FRAUD ALERT

Property Owners
LECLERC JERMAINE

Parcel ID
[REDACTED]

Use Code/Property Class
0100 - 0100 Single Family

Mailing Address
275 SW LOST RIVER RD
STUART FL 34997

Account Number
[REDACTED]

Neighborhood
593850 Lost River Cove

Tax District
DISTRICT FOUR MSTU

Property Address
275 SW LOST RIVER RD STUART FL

Legal Acres
1.413

Legal Description
LOT 27 LOST RIVER MANORS PH 3 OF LOST RI...

Ag Use Size (Acre\Sq Ft)
N/A

Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2023	\$ 715,000	\$ 608,580	\$ 1,323,580	\$ 686,024	\$ 637,556	\$ 50,000	\$ 587,556

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Current Sale

Sale Date
7/7/10
Sale Price
\$ 100

Grantor (Seller)
ENDALE BAZAWIT
Deed Type
Quit Claim Deed

Doc Num
2227495
Book & Page
2470 2239



Legal Description

LOT 27 LOST RIVER MANORS PH 3 OF LOST RIVER (PB 16 PG 14)

The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.

ELECTRONICALLY FILED - 2023 Dec 26 7:49 AM - GREENVILLE - COMMON PLEAS - CASE#2023CP2302709

Improvements

PIN

55-0000000000000000

AIN

0000000000000000

Situs Address

275 SW LOST RIVER RD STUART FL

Website Updated

12/4/2023

Use Code/Property Class
0100 - 0100 Single Family

Total Finished Area
2,842 SF

Max Stories
1

Building Information (1 of 1)

Building Type

Single family

Year Built

2007

Bedrooms

4

Finished Area

2,842 SF

Wall

Concrete block

Full Baths

3

Exterior Cover

Stucco

Number of Units

1

Half Baths

0

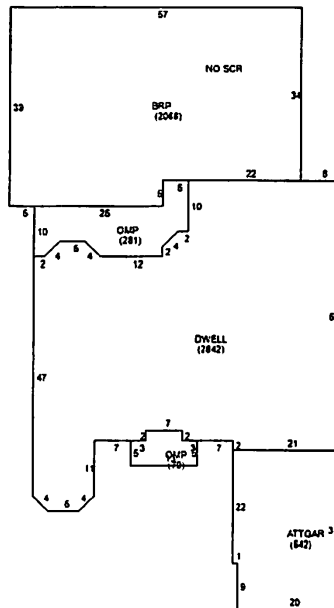
Roof Cover

Cement tile

Wall Height

N/A

STOCKTON



Report a
Discrepancy

ELECTRONICALLY FILED - 2023 Dec 26 7:49 AM - GREENVILLE - COMMON PLEAS - CASE#2023CP2302709

Sketched Area Legend

Sub Area	Description	Area	Finished Area
OMP	Open Masonry Porch	79	0
OMP	Open Masonry Porch	281	0
DWELL	Dwelling	2,842	2,842
BRP	Brick Patio	2,088	0
ATTGAR	Attached Garage	642	0
BRP	Brick Patio	2,088	0
ATTGAR	Attached Garage	642	0
OMP	Open Masonry Porch	79	0
OMP	Open Masonry Porch	281	0
DWELL	Dwelling	2,842	2,842

Features/Yard Items

Type	Qty	Size	Unit of Measure	Year Blt
BOATD Treated Wood	1	80	Square Feet	2007
BOATD Treated Wood	1	100	Square Feet	2007
Dune Crossover	1	284	Square Feet	2007
Jacuzzi - Residential	1	1	Per Each	2007
Residential Paving	1	1	Square Feet	2007
Residential Pool In Ground	1	450	Square Feet	2007
Shutters - Bahama	1	1	Square Feet	2007
Shutters - Panel	1	1	Square Feet	2007
Sprinkler System	1	1	Per Each	2007

Sales History

PIN	AIN	Situs Address	Website Updated
[REDACTED]	[REDACTED]	275 SW LOST RIVER RD STUART FL	12/4/2023

Sale Date	Sale Price	Grantor (Seller)	Deed Type	Doc Num	Book & Page
7/7/10	\$ 100	ENDALE BAZAWIT	Quit Claim Deed	2227495	<u>2470 2239</u>
11/16/09	\$ 575,000	LECLERC, NERVA & BETTY JEAN	Wd Full Covenant and Warranty Deed	2180239	<u>2424 0659</u>
12/10/07	\$ 934,609	LECLERC, NERVA & BETTY JEAN	CORRECTIVE DEED	2054608	<u>2295 2829</u>
7/9/07	\$ 658,000	TOUSA HOMES INC	Special Warranty Deed	2024983	<u>2262 0850</u>
7/13/06	\$ 948,100	GMAC MODEL HOME FINANCE LLC	SW	1947128	<u>2162 0235</u>
5/1/06	\$ 7,182,200	LOST RIVER PROPERTIES LLC	Special Warranty Deed	1929608	<u>2138 0933</u>

This section is not intended to be a chain of title. Sales do not generally appear until approximately 1 to 3 weeks after the closing date. If a recent sale does not show up in this list, please allow more time for the sale record to be processed.

ELECTRONICALLY FILED - 2023 Dec 26 7:49 AM - GREENVILLE - COMMON PLEAS - CASE#2023CP2302709

Value History

PIN [REDACTED]		AIN [REDACTED]		Situs Address 275 SW LOST RIVER RD STUART FL			Website Updated 12/4/2023
Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	County Exemptions	County Taxable Value
2023	\$ 715,000	\$ 608,580	\$ 1,323,580	\$ 686,024	\$ 637,556	\$ 50,000	\$ 587,556
2022	\$ 494,000	\$ 461,570	\$ 955,570	\$ 336,583	\$ 618,987	\$ 50,000	\$ 568,987
2021	\$ 377,000	\$ 342,380	\$ 719,380	\$ 118,421	\$ 600,959	\$ 50,000	\$ 550,959
2020	\$ 331,500	\$ 318,420	\$ 649,920	\$ 0	\$ 649,920	\$ 0	\$ 649,920
2019	\$ 343,000	\$ 370,320	\$ 713,320	\$ 0	\$ 713,320	\$ 0	\$ 713,320
2018	\$ 316,190	\$ 378,370	\$ 694,560	\$ 0	\$ 694,560	\$ 0	\$ 694,560
2017	\$ 322,920	\$ 332,760	\$ 655,680	\$ 0	\$ 655,680	\$ 0	\$ 655,680
2016	\$ 304,030	\$ 329,370	\$ 633,400	\$ 137,988	\$ 495,412	\$ 50,000	\$ 445,412
2015	\$ 245,810	\$ 307,920	\$ 553,730	\$ 59,042	\$ 494,688	\$ 50,000	\$ 444,688
2014	\$ 245,810	\$ 312,410	\$ 558,220	\$ 67,459	\$ 490,761	\$ 50,000	\$ 440,761
2013	\$ 291,090	\$ 316,040	\$ 607,130	\$ 123,621	\$ 483,509	\$ 50,000	\$ 433,509

WARNING: Significant tax increases often occur when sold. The Taxable Value and Taxes, noted above, may reflect exemptions, classifications and value limitations that will be removed at the time of sale. Homestead exemptions, agricultural classifications, and assessed value limitations are NOT transferable to the new owner. Following a sale, a property's assessed value is reset to the market value & the new owner must reapply for homestead exemption & agricultural classification.

ELECTRONICALLY FILED - 2023 Dec 26 7:49 AM - GREENVILLE - COMMON PLEAS - CASE#2023CP2302709



Voter Information Lookup

Please find your voter registration information below.

Full Name:

JERMAINE LECLERC

Street Address:

275 SW LOST RIVER RD

City:

STUART

Zip Code:

34997

County Name:

MARTIN

Voter Identification Number:

[REDACTED]

Date Of Registration:

10/4/2004

Party:

No Party Affiliation

Voter Status:

Active*

* An active voter means the person is registered to vote. The deadline to register to be eligible to vote in an upcoming election is 29 days before that election.

Access Ballot and Precinct Information available through your county Supervisor of Elections' (<https://dos.myflorida.com/elections/for-voters/check-your-voter-status-and-polling-place/voter-precinct-lookup/>) website.

[New Search \(/en/CheckVoterStatus\)](#)

Please email BVRSHelp@dos.myflorida.com (<mailto:BVRSHelp@dos.myflorida.com>) for website assistance.



1



Ron DeSantis, Governor
Cord Byrd, Secretary of
State

[Privacy Policy \(http://dos.myflorida.com/privacy-policy/\)](http://dos.myflorida.com/privacy-policy/)

[Accessibility \(http://dos.myflorida.com/accessibility/\)](http://dos.myflorida.com/accessibility/)

[Site Map \(http://dos.myflorida.com/site-map/\)](http://dos.myflorida.com/site-map/)

[Communications](http://dos.myflorida.com/communications/)

[\(http://dos.myflorida.com/communications/\)](http://dos.myflorida.com/communications/)

[Connect](http://dos.myflorida.com/communications/connect/)

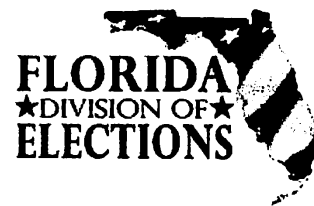
[\(http://dos.myflorida.com/communications/connect/\)](http://dos.myflorida.com/communications/connect/)

Questions or comments? Contact Us
(mailto:BVRSHelp@dos.myflorida.com)

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

[Copyright \(http://dos.myflorida.com/copyright/\)](http://dos.myflorida.com/copyright/) © 2019 State of

Florida, Florida Department of State.



Florida Department of State

R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Voter Assistance Hotline:

1.866.308.6739

Hours: Monday - Friday 8:00 AM - 5:00

PM (Eastern Time)

If hearing or speech impaired, please
contact the Division using the **Florida**

Relay Service

[\(https://www.ftri.org/relay/\)](https://www.ftri.org/relay/),

1.800.955.8771 (TTY) or

1.800.955.8770 (Voice) or 1-800-955-

1339 (ASCII), or

1.877.955.8773 (español a español).



Recorded in Martin County, FL 9/2/2020 12:04 PM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: \$61.00 Mtg Tax: \$420.00 Int Tax: \$240.00
CFN#2835698 BK 3155 PG 1348 PAGE 1 of 7

This document was prepared by (name and address)

Denise Cook, Asst Vice President
PNC Bank
Consumer Loan Services
Collateral Control
2730 Liberty Ave
Pittsburgh, PA 15222

After recording return to:
PNC Bank
Consumer Loan Services
Collateral Control
2730 Liberty Ave
Pittsburgh, PA 15222

Open-End Mortgage
(With Future Advance Clause)

1. Date of this Mortgage: **08/13/2020.**
2. Name, address and marital status of each Mortgagor:
**JERMAINE LECLERC, 275 SW LOST RIVER RD STUART, FL, 34997,
UNMARRIED.**

3. Name and address of Mortgagee: **PNC Bank, National Association
2400 SOUTH UNIVERSITY DRIVE DAVIE FL 33324**

4. This cover page is the first page of, and constitutes part of, the Mortgage to which it is attached.



Florida's Documentary Tax in the amount of
\$ 420.00 and Florida's Non-recurring
Intangible Tax in the amount of **\$ 240.00**
are being paid upon recordation of this Mortgage.

OLNACS # 33410585

Open-End Mortgage
(With Future Advance Clause)



THIS MORTGAGE is made on **08/13/2020**.
The name of each Mortgagor is **JERMAINE LECLERC**

If there is more than one, the word "Mortgagor" refers to each and all of them jointly and separately.

The name of the Mortgagee (Lender) is **PNC Bank, National Association**.

The word "Borrower" means **JERMAINE LECLERC**.

If there is more than one, the word "Borrower" refers to each and all of them.

Mortgagee has granted to Borrower a home equity line of credit, providing for a Maximum Credit Limit (that is, a maximum principal amount of indebtedness) of **One Hundred Twenty Thousand Dollars And Zero Cents**

(**U.S. \$120,000.00**) under the terms of Borrower's written agreement with Mortgagee (referred to herein as the "Agreement"), dated **08/13/2020**, which Agreement is incorporated herein by reference. The total amount of the indebtedness secured by this Mortgage may decrease and increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the Maximum Credit Limit, plus interest thereon, service charges and fees, and any advances made under the terms of the Agreement to protect Mortgagee's priority and security and to perform any of the promises made by Mortgagor or Borrower to protect Mortgagee's priority and security that the Borrower and Mortgagor have failed to perform including taxes, levies, assessments and insurance on the Property. If the total amount of indebtedness decreases to zero from time to time, this Mortgage will remain in effect until it is released or becomes void. Mortgagee is obligated, under the terms set forth in the Agreement, to make future advances during the Draw Period of the Account.

Mortgagee is not obligated to make advances which would cause the principal balance outstanding to exceed the Maximum Credit Limit, and is not obligated to make advances after the Account is terminated or during any period when further extensions of credit are prohibited or suspended as provided in the Agreement. By the Agreement, Borrower has agreed to repay the advances in monthly installments, with interest. The terms of the Agreement allow for changes in the interest rate and the monthly payment. Borrower may transfer all or a portion of the principal balance to a fixed rate part, to be paid over a term in equal installments. The interest rate on new fixed rate parts will change based on a formula, but the rate on a fixed rate part will not change after it is established. The Agreement provides that all amounts owing under the Agreement will be due on or before 08/18/2057.

This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by the Agreement, as amended, supplemented or modified from time to time, with interest and other charges as provided therein; (b) the payment of all other sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred to protect the security of this Mortgage; (c) the payment of all of Mortgagee's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees and expenses to the maximum extent permitted by law, if suit is filed or other action is taken to collect the sums owing or to protect the security of this Mortgage; (d) payment of any refinancing, substitution, extension, modification, and/or renewal of any of the indebtedness and other amounts mentioned in subparagraphs (a), (b) or (c) of this paragraph; (e) the performance of Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Agreement; and (f) the repayment of the debt evidenced by any agreement which was replaced by the Agreement, to the extent that such debt is owed to Mortgagee and has not been paid. For this purpose, in consideration of the aforesaid debt and for the better securing payment of the same, with interest, as aforesaid and costs and counsel fees, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property, together with all rents, issues and profits therefrom and all improvements and fixtures now or hereafter erected, and all easements, rights and appurtenances thereon, located and known as:

275 SW LOST RIVER RD

STUART	FL	34997	MARTIN
Recording Date	08/17/2010		
Deed Book Number	02470	Page Number	2239
Tax Parcel Number	55-38-41-412-0* 000- 00270-0		
Uniform Parcel Number	STUART		
Lot and Block Number	N/A N/A		

The word "Property" herein shall mean all of the foregoing mortgaged property.

To have and to hold the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that if the Mortgagor and/or Borrower shall pay to Mortgagee the said debt, interest, and all other sums, and perform all covenants and agreements secured hereby, and if Borrower has no further right to obtain advances of credit under the Agreement, then and from thenceforth, as well, this present Mortgage and the estate hereby granted and conveyed by it shall cease, determine and become void and of no effect, notwithstanding anything to the contrary in this Mortgage.

Warranty of Title. Mortgagor warrants and represents to Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property; (b) the Property is unencumbered except for encumbrances now recorded and taxes and assessments payable hereafter; and (c) Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded and taxes and assessments payable hereafter.

Payments. Any Mortgagor who is also a Borrower agrees and promises that all payments due on the Agreement will be paid when due and as agreed.

Default. Mortgagor will be in default under this Mortgage upon a default under the terms of the Agreement.

Mortgagee's Remedies. In some instances, federal and state law will require Mortgagee to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Mortgagee may accelerate the maturity of the debt secured by this Mortgage and foreclose this Mortgage in a manner provided by law if Mortgagor is in default.

At the option of the Mortgagor, all of any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice required by law, upon the occurrence of a default or any time thereafter. In addition, Mortgagor shall be entitled to all the remedies provided by law, the terms of this Mortgage, the terms of the Agreement and any related documents.

All remedies are distinct, cumulative and not exclusive, and the Mortgagee is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Mortgagee of any sum in payment or partial payment on the debt secured by this Mortgage after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Mortgagee's right to require complete cure of any existing default. By not exercising any remedy on default, Mortgagee does not waive Mortgagee's right to later consider the event a default if it continues or happens again.

Benefit and Burden. The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each and all of them are bound individually and together.

Delay in Enforcement. Mortgagee can delay in enforcing any of its rights under this Mortgage or the Agreement without losing that right. Any waiver by Mortgagee of any provision of this Mortgage or the Agreement will not be a waiver of the same or any other provision on any other occasion.

Assignment. Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

Severability. If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Mortgage.

Waiver. Mortgagor waives all appraisal and homestead rights except to the extent prohibited by law.

Notices. Unless otherwise required by law, any notice by Mortgagee to Mortgagor shall be given by delivering it or mailing it by first class mail to the address of the Property, or to such other address specified by Mortgagor in writing to Mortgagee.

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

Witness' Signature

Mortgagor's Signature

Date

Type Witness' Name

JERMAINE LECLERC

Type Mortgagor's Name

Witness' Signature

Mortgagor's Signature

Date

Type Witness' Name

Type Mortgagor's Name

see attached

Acknowledgment:

State of Florida, County of _____ } ss
This instrument was acknowledged before me this _____ day of _____
by _____
Who is personally known to me or who has produced _____
as identification.

(Seal)

Please See ATTACHED Acknowledgment

Notary Public (print name):

My commission expires:

FLORIDA SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT
FS 117.05(13) — Effective January 1, 2020

State of Florida

County of Collier

The foregoing instrument was acknowledged before me by means of

☒ Physical Presence,

— OR —

☐ Online Notarization.

this 13 day of August, 2020 by
 Date Month Year

JERMAINE LECTON
 Name of Person Acknowledging

[Signature]
 Signature of Notary Public - State of Florida

John Martin C. Perko
 Name of Notary Typed, Printed or Stamped

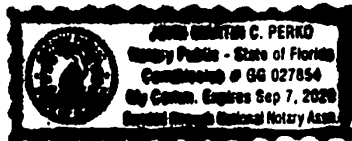
☐ Personally known

☒ Produced Identification

Type of Identification Produced: _____

Florida Driver License

Place Notary Seal Stamp Above



OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: OPEN-END MORTGAGE

Document Date: August 13, 2020 Number of Pages: Five (5)

Signer(s) Other Than Named Above: None

EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: [REDACTED]

Order Date : 07/27/2020

Reference : [REDACTED]

Name : JERMAINE LECLERC

Deed Ref : 02470/2239

Index #:

Registered Land:

Parcel #: 55-38-41-412-000-00270-0

SITUATED IN THE COUNTY OF MARTIN, STATE OF FLORIDA:

LOT 27 PHASE 3, OF LOST RIVER, LOST RIVER MANORS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16 AT PAGE 14 OF THE PUBLIC RECORDS OF MARTIN COUNTY FLORIDA.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN BOOK 02470, PAGE 2239 OF THE MARTIN COUNTY, FLORIDA RECORDS.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE



PO Box 17465
Greenville, SC 29606
864-679-9000



Page: 1

WENDELL L HAWKINS PA
103C REGENCY COMMONS DR
GREER SC 29650-5210

Account Number: [REDACTED]
Statement Date: 7/31/23
Checks/Items Enclosed: 4

ME

SC IOLTA TRUST ACCOUNT WENDELL L HAWKINS PA

Acct [REDACTED]

Beginning Balance	7/01/23	9,113.59
Deposits / Misc Credits	1	.21
Withdrawals / Misc Debits	5	5,620.05
** Ending Balance	7/31/23	3,493.75 **
Service Charge		.00
Interest Paid Thru 7/31/23		.21
Interest Paid Year To Date		1.73
Average Balance		8,067
Average Collected Balance		8,067
Minimum Balance		3,493
Average Rate / Cycle Days		.03000 / 31
Enclosures		4

DEPOSITS AND OTHER CREDITS

Date	Deposits	Activity Description
7/31	.21	Interest Paid

DEBITS AND OTHER WITHDRAWALS

Date	Withdrawals	Activity Description
7/31	.21	Interest Remitted

CHECKS PAID

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount
7/18	1760	451.08	7/25	1765	3,228.01
7/17	1764*	112.00	7/31	1766	1,828.75

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
7/17	9,001.59	7/25	5,322.50	7/31	3,493.75
7/18	8,550.51				



WENDELL L HAWKINS PA
103-C REGENCY COMMONS DR
GREER, SC 29615

1760
87-01/532

PAY TO THE ORDER OF Termaine Leclerc

DATE 4/5/23

\$ 451.08

Four Hundred Fifty One & 08/100

DOLLARS

Southern FIRST
Greer, SC

FOR Tax reimbursement

[Signature]

⑆001760⑆ ⑈0532080115 [REDACTED]

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE.

Termaine Leclerc
Deputy + Only

731 633 9927 XXXXXXXXXXXXXXXX2308

ENCLOSURE

State of South Carolina

County of Greenville

**TITLE TO REAL ESTATE
(QUITCLAIM DEED)**

WHEREAS, in May, 2022, Jermaine Leclerc contracted to purchase 222 West Mountainview Road, Greenville, SC, from Everett Homes, LLC; and

WHEREAS, 222 West Mountainview Road, Greenville, SC is known as Tract A on a plat entitled "John Asher," such plat being recorded in Plat Book 1336 at Page 2 in the Register of Deeds Office for Greenville County, South Carolina; and

WHEREAS, due to a scrivener's error in the deed from Everett Homes, LLC to Jermaine Leclerc dated July 29, 2022 and recorded on August 8, 2022 in Deed Book 2665 at Page 224 in the Office of the Register of Deeds Office for Greenville County, South Carolina, Everett Homes, LLC conveyed Tract A and Tract B as shown on the above referenced "John Asher" plat; and

WHEREAS Jermaine Leclerc desires to convey any and all of his undivided interest in Tract B, if any, to Everett Homes, LLC in order to confirm title to Tract B in Everett Homes, LLC.

THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Jermaine Leclerc (hereinafter called "Grantor"), in consideration of One and No/100ths (\$1.00) Dollars and Quitclaim of Property, to the Grantor in hand paid at and before the sealing of these presents, by Thelma Edmonds (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, quitclaimed, and released, and by these presents does grant, bargain, quitclaim and release unto

Everett Homes, LLC, a South Carolina Limited Liability Company, its successors and assigns forever,

ALL that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Tract B, on a plat entitled "John Asher," prepared by Site Design, Inc. dated February 4, 2019 and being recorded in Plat Book 1336 at Page 2 in the Register of Deeds Office for Greenville County, South Carolina, reference to said plat being hereby made for a more complete property description

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.



Grantee's Address: 321 Shadow Lane
Lyman, SC 29635

TMS No.: 0177.00-04-003.01

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee and the Grantee's heirs and assigns forever.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hands and seals this the 17th day of May, 2023.

SIGNED, SEALED AND DELIVERED
in the presence of:

JOSE THOMAS.

Witness #1

Bk

Witness #2

Jermaine Leclerc
Jermaine Leclerc

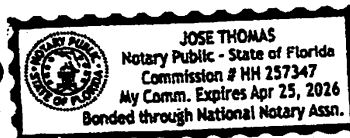
State of Florida

County of Martin

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 17th day of May, 2023 by Jermaine Leclerc.

Jose Thomas (SEAL)
Notary Public for the State of Florida
My Commission Expires: _____



STATE OF SOUTH CAROLINA **TRANSCRIPT OF RECORD**

COUNTY OF GREENVILLE CASE NO.:2023-CP-23-02709

November 28, 2023

BEFORE: The Honorable Alex Kinlaw

EVERETT HOMES, LLC,

Plaintiff,

vs.

JERMAINE LeCLERC,

Defendant.

APPEARANCES:

Wendell Hawkins, Esq.

Appearing for the Plaintiff.

James S. Craven, Esq.

Appearing for the Defendant.

Recorded by: WebEx Courtroom

Transcriber: Natalie Dahl, RPR
SC Official Court Reporter

NOTE: Pursuant to Rule 607 (H)(1)(B), SCACR "A Court REPORTER SHALL RECEIVE THE FEE OF \$1.00 PER PAGE FOR FURNISHING A COPY OF A PREVIOUSLY PREPARED TRANSCRIPT." All requests for a copy of the enclosed transcript shall be sent to: Natalie Dahl, RPR, P.O. Box 762, Conway, SC 29526

INDEX

Description	Page
JONATHAN NIEMELA	
Direct Examination by Mr. Hawkins	18
Cross Examination by Mr. Craven	26
Redirect Examination by Mr. Hawkins	33

EXHIBITS

(None)

Transcript Legend

Dash (--)	Indicates an interruption in speech
Ellipses (...)	Indicates trailing off in speech
Phonetic (ph)	Indicates a phonetic word
(Inaudible)	Indicates word(s) are not discernable due to audio recording quality

P R O C E E D I N G S

THE COURT: Is everybody here on this case pretty much? Is this Everett Homes?

MR. CRAVEN: Yes, Your Honor.

THE COURT: All right. This is Case 2023-CP-23-02709, Everett Homes, LLC, v. Jermaine LeClerc. This is a damages hearing, and I have here -- I have Mr. Hawkins -- I saw him.

MR. HAWKINS: Yes, Your Honor.

THE COURT: All right, Mr. Hawkins. And I have Mr. Craven?

MR. CRAVEN: Yes, Your Honor. If I may, we also submitted a motion. This is set for a damages hearing, but we submitted a motion to set aside judgment also. I don't know if it's right to be heard today or not. That was filed last week. We were retained about a week-and-a-half ago. When it was brought to our attention, we filed a motion to set aside the default judgment and reopen under Rule 4 and Rule 60. I believe we submitted memorandums and the motion. I don't know if it's right to be heard today, but I would think it would need to be heard before a damages hearing.

THE COURT: I would think so.

MR. HAWKINS: I'm prepared to move forward,

1 Your Honor. I'm prepared to move forward on both
2 hearings. If you want to hear his motion first,
3 that's fine with me. You know, in essence of
4 judicial economy, my client has signed an affidavit
5 of his damages. He's here to testify. I sent that
6 to Mr. Craven I think -- probably right after he
7 was -- he was retained. If he wants to -- you did
8 receive it, right?

9 MR. CRAVEN: I did receive your affidavit.

10 MR. HAWKINS: That affidavit of damages has
11 been modified slightly in that our interest rate
12 on -- the judgment interest rate was incorrect at
13 11.25 percent. It should be 11.5 percent. So I'll
14 submit this to the Court.

15 THE COURT: Well, let's do it this way. I'm
16 inclined -- I don't have a copy. Apparently, that
17 motion to set aside -- do you have an extra copy of
18 that?

19 MR. CRAVEN: I have a copy of the memorandum,
20 and I believe I have a copy of the motion also. It
21 may not have --

22 THE COURT: If Mr. Hawkins is okay with
23 moving forward, because we have to hear that motion
24 first before we even move towards a damages
25 hearing. So if you have a copy of that, and Mr.

1 Hawkins is prepared to defend that, we can go
2 forward on that first.

3 MR. CRAVEN: Your Honor, our memorandum in
4 opposition was filed electronically. I think I
5 emailed it to the clerk and your secretary, but I
6 do have a hard copy for the Court as well.

7 THE COURT: All right. Give it to me.

8 MR. HAWKINS: I have a copy of our motion.
9 (Inaudible due to attorney walking away from
10 microphone.) I haven't had a chance to look over
11 this, but it is what it is.

12 THE COURT: It is what it is. Okay. Okay.
13 All right.

14 Mr. Craven, I'll be glad to hear from you.

15 MR. CRAVEN: Thank you, Your Honor. If it
16 may please the Court. I'm James Craven for
17 Mr. Leclerc. A little background on this case. So
18 my client -- my client had a closing on May 29th,
19 which inadvertently conveyed a Tract A and B to
20 LeClere, my client. At a subsequent closing on
21 April 28, 2023, almost a year later, it was
22 discovered that Tract B was also conveyed. It was
23 discovered at that time that there was a subsequent
24 survey that conveyed a portion of Tract A to
25 portion B that hadn't been done before either.

1 This was a scrivener's error on the part of the
2 closing attorney's office, not on my client.

3 Upon discovering that, my client was advised
4 by that attorney to file a title claim with the
5 title insurance company, which he did. That came
6 back on June 27. In between that time, on
7 May 7th, I believe he was sent a quitclaim deed,
8 for which he signed a copy of that also, and
9 re-sent it back on May 17th. So that quitclaim
10 deed sent the title back to the original owner.
11 Once again, there was still pending this title
12 (inaudible) identified by the attorney. When the
13 title claim came back, they advised him that now
14 there was a problem with the new owners.

15 In the meantime, on June 6th, I believe it
16 was -- 7th, a copy of a summons and complaint
17 entitled "Summons and Complaint" was served,
18 according to the service, by Mr. Hawkins on the
19 defendant's mother's address. It is an apartment
20 that he owns, and it was signed for by his mother,
21 but not him. I have a copy of that certificate.

22 THE COURT: In Florida? That was in Florida?

23 MR. CRAVEN: That was in Florida. That
24 address is 275 Southwest Lost River Road in Stuart,
25 Florida. My client actually resides in 1301

1 Southwest 80th Terrace, Apartment 520 in
2 Plantation, Florida. I have a copy of that
3 certificate.

4 THE COURT: Who lived at the Lost River Road?

5 MR. CRAVEN: His mother does. She's 80 years
6 old. Signature on that service is hers.

7 Subsequently, there was an amended
8 (inaudible). I cannot see where that was ever
9 served at all either on my client or to his mother.
10 We're making a motion to reopen on Rule 4(d)(1),
11 4(d)(9), and Rule 60(b). 4(d)(1) service upon an
12 individual can be completed by delivering a copy of
13 the summons and complaint to him personally or upon
14 leaving copies at his dwelling house or abode.
15 Service can be initial delivery -- such as FedEx in
16 this case -- is appropriate, but service pursuant
17 to this paragraph shall not be a basis for entry of
18 default or a judgment by default unless the record
19 contains a delivery record showing the acceptance
20 by the defendant -- in this case it does not --
21 which includes an original signature or electronic
22 image of the signature of the defendant or the
23 person served. Any such judgment by default shall
24 be set aside pursuant to Rule 55 and 60(b).

25 In this case, Your Honor, no discovery has

1 been taken in this case. No -- nothing has been
2 done. There has been no depositions. It is not
3 set for the trial docket. My client believed when
4 he signed that quitclaim deed that this case was
5 over. We believe it falls under 60(b), excusable
6 neglect.

7 The Court has found that in *Williams v.*
8 *Williams* it is an appropriate remedy for good faith
9 when it states a fact and all factors are met to
10 set aside judgment. The Court considers the timing
11 of the motion -- in this case it was timely --
12 other party's request as a meritorious defense --
13 we believe we do. We believe there was major
14 issues with this conveyance -- and the degree of
15 prejudice to the parties being granted -- opposing
16 party. We believe there is no prejudice in this
17 case. Nothing has been done yet. It would give my
18 client a chance to defend this action. We're not
19 on the trial docket at all. A meritorious defense
20 doesn't have to actually win, it just has to be
21 available, and we believe we do have it.

22 So as it relates to our argument to reopen or
23 set aside judgment, our client does not reside at
24 the address, so service was not proper. His mother
25 is not an authorized agent. Our client did not

1 know the filing of the suit, and he believed the
2 quitclaim deed resolved the issues. He did not
3 know that a judgment was entered against him,
4 because it was served on the wrong address. Upon
5 receiving it, he hired counsel, and we immediately
6 filed our motion.

7 We believe that the damages hearing is too
8 soon for this. My client needs a chance to defend
9 this action. As such, we ask that the motion be
10 granted on Rule 4(d)(1) and 60(b) since there is no
11 prejudice to the defense to allow my client to
12 defend against this action.

13 THE COURT: Whenever you are ready,
14 Mr. Hawkins.

15 MR. HAWKINS: Thank you, Your Honor. May it
16 please the Court. I'm Wendell Hawkins on behalf of
17 the plaintiff.

18 Couple of things, Your Honor. The defendant
19 in its motion has to present evidence to be
20 relieved from the entry of default. There is no
21 evidence. There's no affidavits. All we have is
22 statements in the motion, in the memorandum. There
23 is no affidavits, no evidence, whatsoever, other
24 than what the defendant says in these pleadings.

25 THE COURT: Let me ask you a question -- and

1 the last thing I want to do is interrupt you, but
2 does your client dispute that the address in
3 Florida where he lived versus where his mother
4 lived, does he dispute that?

5 MR. HAWKINS: We have no idea, Your Honor.

6 THE COURT: Well, he knows where he lives.

7 MR. HAWKINS: Mr. LeClerc might know where he
8 lives, but there is no affidavit to that. There is
9 no affidavit from his mother.

10 And I'll say this, too, that under Rule 4(d),
11 it's not that the commercial service has to be
12 delivered -- and this is -- it's quoted in our
13 brief, Your Honor. It's not whether or not it was
14 solely delivered to the defendant. But if the
15 defendant claims that he didn't get it, he has to
16 prove that it was delivered to an unauthorized
17 person, and that's different. The defendant has to
18 come forward and prove that it was delivered to an
19 unauthorized person.

20 THE COURT: Is that how you -- that's how you
21 interpret Rule 4(d)?

22 MR. HAWKINS: Yes, Your Honor. That's what
23 the rule says. If the rule meant something
24 different, the rule would say -- the rule -- this
25 is what the rule says: "Any such default

1 judgment -- or such default or judgment by default
2 shall be set aside pursuant to 55(c) or 60(b) if
3 the defendant demonstrates to the Court that the
4 delivery receipt was signed by an unauthorized
5 person."

6 If it intended to only be delivered to the
7 defendant, it would say "if it was not delivered to
8 the defendant." That's what the rule would say.
9 The rule says the defendant has to come forward and
10 present evidence that it was signed by an
11 unauthorized person. An "unauthorized person" is a
12 lot different than "substitute of service."

13 I'll say this, Your Honor. You know, as we
14 point out in our -- in our brief, our -- this is on
15 the third page of our brief, Your Honor. In the
16 court of appeals, in *Fassett v. Evans*, 364 S.C. 42,
17 says: "Although many courts look to the
18 defendant's intention to return as evidence
19 regarding the location considered once dwelling or
20 abode, the Fourth Circuit Court of Appeals has
21 noted that the defendant's intent is not in or of
22 itself a test, but merely an indication as to
23 whether or not it is likely in a particular case
24 that one served will actually receive notice of the
25 commencement of the action, and thus be advised of

1 the duty to defend." That's citing the *Karlsson v.*
2 *Rabinowitz*, 318 F.2d 666. "Finding no set
3 definition of dwelling or place of abode, and that
4 it must be determined by the facts of the
5 particular case."

6 Now, in this particular case, Your Honor,
7 again, I don't think the defendant today has
8 presented any evidence other than his mere
9 assertions. I don't have a driver's license. I
10 don't have a power bill. I don't have anything
11 from the defendant, all right. And it is his duty
12 to provide that evidence under the rule, and he has
13 sat on his haunches and didn't do it.

14 All of the evidence presented in this case,
15 Your Honor -- I'll go through it -- indicates that
16 the defendant was likely to receive notice of the
17 commencement of the action at this address, 275
18 Southwest Lost River Road, through his mother,
19 Betty LeClerc --

20 THE COURT: Who is 80 years old.

21 MR. HAWKINS: I have no idea. There is no
22 evidence of that. I don't know how old she is.

23 THE COURT: Do you dispute that?

24 MR. HAWKINS: Yeah. Sure. I have no
25 evidence of that. I don't know that that's

1 relevant. If she's not competent, perhaps. But
2 there is one thing for sure, Your Honor, in their
3 brief, in their motion, that summons and complaint
4 was served with a check that my client wrote to,
5 basically, correct some proration errors. Because
6 I believe the closing attorney prorated the taxes
7 on both lots, because they were taxed together at
8 the time. He got the check. That's in his brief.
9 He got the check.

10 So is it -- is it -- is it believable, Your
11 Honor, that the mother would give him the check,
12 but not the pleadings?

13 And let me -- let me just go on a little bit,
14 Your Honor. Here is the evidence that refutes his
15 assertions. The defendant's closing attorney --
16 which was Nelson & Galbreath -- sent a letter to
17 the defendant on May 2nd, Your Honor, of 2023.
18 And I might add, Your Honor, that the closing that
19 the erroneous deed was signed on was August 8th,
20 I believe, of 2022, which is not May -- whatever he
21 said -- of 2023. This happened on August 2nd of
22 2022. So his own attorneys sent him a letter at
23 that address, and that is Exhibit A of our brief,
24 Your Honor. That is a letter that Brian Ponder
25 (ph) sent to the defendant. So as far as we know,

1 that is a good address.

2 The defendant's purchase money mortgage,
3 although not indicative of his actual address,
4 contained a second home rider. That is Exhibit B
5 of our brief, Your Honor.

6 Thirdly, if you -- we've submitted what's a
7 Forewarn search, which is an application that is
8 used by realtor to find out how many criminal
9 records a person has before they meet them at an
10 empty house. It gives addresses and previous
11 addresses. That is submitted as Exhibit 3 of the
12 affidavit -- or our memorandum.

13 That Exhibit C shows the defendant at this
14 address from February 7th of 2009 to current.
15 It's got a lot of addresses in there, Your Honor,
16 but this is the proof that we're putting forward in
17 here, that we're not required to do, but we're
18 doing, to rebut his lack of proof, I suppose.

19 Also, Your Honor, the defendant has not filed
20 an affidavit from his mother, which is easily
21 obtainable, that says she didn't give him anything
22 but a check. He can get an affidavit for that.
23 The defendant has not submitted an affidavit of
24 what his actual address was. He could have easily
25 done that.

1 And the test is whether or not the defendant
2 was likely to receive the notice of the pleadings
3 at that particular address. Defendant has not
4 provided any evidence of his address history; such
5 as, a driver's license, tax return, paystub, other
6 deeds, leases, or any other supporting evidence
7 here today to meet his burden of proof. That is on
8 him.

9 And I've got more proof than he does. So if
10 you are balancing the scales -- and it's not my
11 burden, Your Honor, it's his. He was served
12 sometime in June of 2023. He says he didn't -- he
13 didn't get the pleadings. He cashed the check that
14 came with the pleadings. He says he didn't receive
15 notice of anything else until November when he
16 found out that he may be on the hook for damages;
17 yet, the record contains evidence, Your Honor, that
18 he received the notice of default and the default
19 judgment on August 2nd of 2023, and he still did
20 nothing.

21 This guy closed. He knew there was a problem
22 sometime in May of 2023, and you'll see, I believe
23 -- I have -- I have in my records, Your Honor,
24 May 1st of 2023, Jermaine LeClerc contacted the
25 Building and Codes Office and placed a stop-work

1 order on my client's house that he was building.
2 That is egregious. It is mean. It is ill
3 spirited. It is willful. It's reckless. He knew
4 he didn't own that property. He knew it, and he
5 did all of these things. So his conduct in this
6 entire proceeding is bad.

7 Secondly, this quitclaim deed that he says he
8 filed and signed on May 17 of 2023, it's not filed
9 anywhere. I submitted in our documents, Your Honor
10 -- in our memorandum the final exhibit, Exhibit D.
11 It is a printout of the indexes of the Register of
12 Deeds Office. I did this last night, Your Honor,
13 at 11:20 p.m. These print-offs indicate no such
14 filing of a deed. There is no affidavit -- and I
15 ran them both ways, Your Honor. I ran them as
16 Jermaine LeClerc, and I ran it as Everett Homes, so
17 no one can come forward and say, oh, there was an
18 indexing error.

19 The deed that is submitted is not filed.
20 There is no affidavit from -- I don't know who he
21 sent it to, but he said he filed this deed at the
22 Register of Deeds, and there is no way that he can
23 file that document at the Register of Deeds from
24 Florida, because it is electronic. If you are not
25 signed up with the E-filing system, you can't file,

1 and you have to have an account with E-file. You
2 have to be vetted by E-file, and that's the only
3 way you can file the deed. And I don't know
4 whether his deed is backdated or what, but it
5 certainly wasn't filed at the Register of Deeds.
6 There is a lot of misrepresentations, Your Honor,
7 and there is no proof that any of this stuff is
8 true. In fact, we've presented evidence that it
9 can't be true. And that's his burden, Your Honor.

10 THE COURT: All right.

11 MR. CRAVEN: Well --

12 MR. HAWKINS: I'm not done.

13 So that should take care of the Rule 4
14 problem, Your Honor.

15 THE COURT: Based upon the argument itself of
16 counsel, and I had an opportunity to review,
17 Mr. Hawkins, your memorandum, as well as
18 Mr. Craven, yours, I'm inclined to deny your motion
19 to set aside and move forward with the damages
20 hearing.

21 MR. HAWKINS: Thank you, Your Honor.

22 THE COURT: Do you want to call your client?

23 MR. HAWKINS: I will, Your Honor.

24 I call Jonathan Niemela, Your Honor.

25 THE COURT: Come on up.

1 MR. HAWKINS: I'll submit a copy to the Court
2 of the affidavit.

3 THE COURT: Proceed.

4 (JONATHAN NIEMELA, having been duly sworn,
5 testified as follows:)

6 **DIRECT EXAMINATION**

7 **BY MR. HAWKINS:**

8 Q I'm going to call you Jonathan because it is
9 a little bit easier for me, if you don't mind.

10 A Okay.

11 Q You and I met regarding this affidavit, which
12 I've given you to refresh your recollection on the
13 stand. We've calculated your damages in this case,
14 and I had previously stated to the Court that there
15 is a stop order -- stop-work order placed on the
16 property on May 1st of 2023, correct?

17 A Correct.

18 Q And that stop-work order prevented you from
19 finishing and selling your house, correct?

20 A Correct.

21 Q All right. Is that the first time that you
22 had learned of the erroneous deed?

23 A Yes.

24 Q Okay. And when you and I met and talked
25 about your damages, let me -- first of all, you

1 owed no debt on this house, right?

2 A Correct.

3 Q You had almost a million dollars of cash in
4 it, correct?

5 A Correct.

6 Q And you sold this -- actually --

7 A Well, I'd say I sold it for a million
8 dollars, but, you know, that was with profit.

9 Q Yeah. You had money in it, right?

10 A Yeah. I had money in it, yup.

11 Q And that -- that property was closed on
12 October 2nd of 2023, correct?

13 A Correct.

14 Q And that is -- is that -- I believe that is
15 one day after we filed the order?

16 A It looks like -- on here it says May 2nd is
17 -- it was a Monday morning, I know that.
18 May 2nd sounds like it.

19 Q Which are you talking about?

20 A When we got the stop-work order. I got a
21 call on Monday morning from the city telling me I
22 had a stop-work order, and it might be -- it looks
23 on here, on this paperwork, it says May 2nd,
24 which sounds about right.

25 Q You didn't do that, did you?

1 **A** No.

2 **Q** Do you know how that stop-work order came
3 about?

4 **A** They said they received a call saying I was
5 building a house on a property that was not mine,
6 and they wanted to have that figured out before I
7 could continue.

8 **Q** You wouldn't have placed a stop-work order on
9 your own house, would you?

10 **A** No, I wouldn't.

11 **Q** When you say "they," who do you recall that
12 was?

13 **A** That was the -- one of the inspectors or
14 someone from the building codes office in
15 Greenville -- or City of Greenville.

16 **Q** (Inaudible) stop work?

17 **A** Yes.

18 **Q** Is this a copy of the work order?

19 **A** Yes.

20 **Q** Is that a picture you took with your phone?

21 **A** Yes, it is.

22 **Q** Of the work order placed on the property?

23 **A** Yes.

24 **Q** In Exhibit A of your affidavit of damages,
25 there is a letter, if you'll take a look at it.

1 **A** Okay.

2 **Q** You saw that about the same time; is that
3 correct?

4 **A** That's correct.

5 **Q** Did you call the closing attorney and tell
6 him of the error?

7 **A** So, yeah, I called -- as soon as this
8 happened, I reached out to Nelson & Galbreath, and
9 they put me in contact with this Brian Ponder (ph),
10 and he said he would try to reach out and get it
11 straightened out, because it was an error on their
12 part.

13 **Q** Okay. Looking at Exhibit B, the order of
14 default was actually entered on August 1st of
15 2023, correct?

16 **A** It says exhibit --

17 **Q** B?

18 **A** Served on June 7th, you said?

19 **Q** No. If you look at the filing, it says --
20 it's going kind of across the page horizontally,
21 August 1st of 2023?

22 **A** Okay. Yeah, up at the top I see an August 2,
23 2023.

24 **Q** Yes.

25 **A** Okay. Yes.

1 MR. HAWKINS: I'll submit to the Court that
2 the register of deeds indexes that were submitted
3 as, I believe, Exhibit D in the memorandum,
4 indicate that the order was actually filed on
5 August 2nd of 2023, and Entry 46 on the same page
6 of the index indicates that the property was sold,
7 and the deed was filed to a Kara Shibling (ph).

8 Q Is that how you say it?

9 A Um....

10 Q I don't know. It's not before you, but do
11 you remember who you sold it to?

12 A The house I just sold, the 220 West
13 Mountview?

14 Q Yes.

15 A It was sold to a -- it's Reed something.
16 Reed Manly, maybe.

17 Q This was Tract B. You probably don't
18 recognize it.

19 MR. HAWKINS: The record speaks for itself,
20 Your Honor. On Entry 46, it was sold on 10/3/23.

21 Q And when we calculated your damages, if
22 you'll look at it, your Exhibit C is the deed
23 actually dated October 2nd, 2023. If you will,
24 look at Exhibit C in your affidavit of damages; do
25 you see that?

1 **A** Yeah.

2 **Q** I think those are the names?

3 **A** Yeah. Reed and Kara. Yeah. Yeah. Those
4 names are right, yup.

5 **Q** And that deed indicates you sold it for a
6 million dollars?

7 **A** That's correct.

8 **Q** So you and I had a discussion about the
9 calculation of damages; is that correct?

10 **A** That's correct.

11 **Q** And, basically, what we did -- Paragraph 8 --
12 is we calculated from May 2nd of 2023 -- that's the
13 Footnote 1 -- until October 2 of 2023; is that
14 correct?

15 **A** That's correct.

16 **Q** And you had no loan on the property, correct?

17 **A** That's correct.

18 **Q** Right. And our pleadings ask for
19 pre-judgment, post-judgment interest --

20 MR. HAWKINS: So, Your Honor, we calculated
21 those damages from May 2nd of 2023, until
22 October 2nd, when he sold the property. That is
23 five months. The only -- the best rate that we had
24 was the legal rate, which is attached to the
25 affidavit as Exhibit D.

1 THE COURT: Right.

2 MR. HAWKINS: Which would establish the legal
3 rate of 11.5 percent. The calculations are in the
4 affidavit, Your Honor. \$47,916.67, that is five
5 months worth of interest, Your Honor.

6 THE COURT: Right.

7 MR. HAWKINS: And, luckily, he didn't have a
8 loan on it or it would be more. So that's our
9 method, Your Honor.

10 THE COURT: All right.

11 MR. HAWKINS: And, then, because of all of
12 the malicious things that this defendant engaged
13 himself in, we've asked for punitive damages, which
14 are available under slander of title. We've cited
15 the case of *Solley v. Navy Federal Credit Union*.
16 Because this defendant -- his actions were willful.
17 They were wanton. He had notice. He disregarded
18 notice. He did what he wanted to do without regard
19 to my client's ability to sell this house in a
20 terrible market, and it's willful and wanton and
21 reckless without disregard. It's just bad, bad
22 conduct, Your Honor. He knew he didn't own that
23 property, at least as of May 2nd. His attorney
24 sent him a letter.

25 So we're asking for punitive damages, treble,

1 whatever the actual damages the Court finds, and
2 we're asking for attorney's fees as special
3 damages, and I have my attorney fee affidavit.

4 THE COURT: Can I see it?

5 MR. HAWKINS: Yes, sir.

6 MR. CRAVEN: Thank you, Your Honor. Let's
7 talk about a stop-work order on --

8 MR. HAWKINS: I don't think I'm done.

9 MR. CRAVEN: I'm sorry.

10 THE COURT: I was just asking for a copy of
11 his affidavit.

12 MR. HAWKINS: The attorney's fee affidavit
13 requests a total of 13,462, cost of \$367.26. Your
14 Honor, until I had to start dealing with this
15 motion and go in and discover facts that
16 controverted what the defendant asserted in his
17 pleadings on this motion and his memorandum, my
18 fees were much less.

19 As stated in my fee affidavit, I've expended
20 a little over \$6,000 just on this motion for relief
21 from judgment. From the day I got a call from
22 Mr. Craven, until last night at 12:30 at night when
23 I was working on this thing, and this morning from
24 8:30 until this ends, that money is what was
25 expended on defendant's motion, and to overcome

1 that motion, Your Honor.

2 So I don't think \$6,000 is a lot of money,
3 but \$13,000, if the Court found that offensive, it
4 is because of what I had to go through in the last
5 couple of days. I did not get the memorandum in
6 support of this motion until the 27th of
7 November, Your Honor. That's when I got it.
8 That's when it's dated. So I spent almost my whole
9 day yesterday trying to get here and be prepared
10 for this motion.

11 And I would ask the Court, on the record, to
12 consider the factors of *Jackson v. Speed* (ph),
13 because I think that is a requirement to overcome
14 an appeal on the matter. So it's in our -- it's in
15 our fee affidavit, Your Honor.

16 So to the extent whatever the Court finds, I
17 would ask that the Court at least consider those
18 factors, Your Honor, which are well-known factors
19 to everyone at this stage of the game. And that's
20 it, Your Honor.

21 MR. CRAVEN: Sorry to jump the gun, Your
22 Honor.

23 **CROSS EXAMINATION**

24 **BY MR. CRAVEN:**

25 **Q** The question stands: Was that stop-work

1 order not moved until five days later?

2 **A** No, it wasn't.

3 **Q** When was it lifted?

4 **A** I sent in -- as soon as I got the deed, he
5 had me send it in so I could continue. The only
6 thing they did allow me to do -- sounds right, five
7 days later -- is I had sod on the ground, so they
8 let me install the sod so I wouldn't lose it,
9 because it is not something I can return. And then
10 they allowed me to maintain, you know, the grass
11 and, you know, the house.

12 **Q** But the city did an investigation and they
13 lifted the stop-work order on May 5th; is that
14 not correct?

15 **A** Not to my knowledge that's not correct, no.

16 **Q** When did you start back work?

17 **A** I started -- I was able to complete the house
18 once I gave them this deed.

19 **Q** Okay. So when did you start back work? It
20 was stopped on May 1st, so when did you start
21 back? The sod you started on May 5th?

22 **A** That's right -- I don't remember the day that
23 the sod started on, but I know that he allowed me
24 to install the sod and finish, basically, the
25 landscaping of it so that it, you know, could be

1 maintained.

2 Q You said the deed, you mean the quitclaim
3 deed you signed?

4 A Yeah. On October 3rd or 2nd, whenever
5 that was -- whenever I finally got that, I was able
6 to send that to the city so that I could start, you
7 know, get final inspections and all of that stuff.
8 The house was almost, you know, complete when this
9 all happened.

10 Q So your house was almost complete on
11 May 5th, you just had to put the sod down?

12 A Yeah, I had sod on site, so I was able to put
13 -- he allowed me to put the sod on site so I
14 wouldn't lose it.

15 Q After the sod, was there any kind of work
16 that was needed?

17 A Yes. There was still all the punch-outs of
18 the house that needed to be done. It still needed
19 final inspections, and just -- as far as to my
20 knowledge anyways, it was a lot of punch-out items.
21 And I can't remember how much -- how many trades
22 still had to go through, but there was probably
23 plumbers, electricians that still needed to go
24 through, painters, all of that.

25 Q But that was done in the normal course of

1 business; was it not?

2 A Like, after October 2nd?

3 Q After May 5th. It was May 1st for the
4 stop-work order that you are stating that caused
5 you this problem here?

6 A Right.

7 Q Isn't it normal that you would do that punch
8 list when you finish the house and get your
9 contract for sale, et cetera?

10 A I do all of the punch-out stuff before -- on
11 this particular project -- on my higher-end stuff,
12 I try to finish it completely so I can take
13 pictures, and then list it. So the punch-out would
14 be my punch-out, not punch-out for the customer.

15 Q You got a contract with Reed Manly, correct?

16 A That's correct.

17 Q How did this -- my client interfere with that
18 contract in any way?

19 A Other than the timeline -- I don't know who
20 would have bought it if it was able to be listed
21 when it could have been back in May.

22 Q So when did you list it?

23 A After I got this property back in my name,
24 then we listed it in October.

25 Q And that was done through Nelson & Galbreath,

1 who made the mistakes during the closing process to
2 begin with, correct?

3 A I don't understand the question.

4 Q So in the original closing, where we conveyed
5 Tract A, the mistake was made by Nelson &
6 Galbreath, it was not my client's doing?

7 A Correct.

8 Q And then at the sale subsequent is when it
9 was discovered, correct?

10 A When -- when Jermaine sold the house is when
11 I think he was made aware of it, I think, and
12 that's when I was made aware of it, when I got the
13 stop-work order.

14 Q Did you two communicate at all?

15 A Yes.

16 Q What was that communication?

17 A We just talked -- I asked him if he would
18 sign that paper that Nelson & Galbreath sent him,
19 and he said he couldn't, and that he knew the
20 property was mine, but he wasn't -- he wasn't
21 trying to take it, he just had to get -- I don't
22 know. He just said he couldn't talk about the
23 legal side of it.

24 Q Just wanted to get it straightened out
25 correctly, right?

1 **A** Yes, I wanted it straightened out correctly,
2 that's correct.

3 **Q** My client did submit -- from my
4 understanding, that quitclaim deed went to Nelson &
5 Galbreath. Did they never give it to you?

6 **A** No. The only contact I had was with a Brian
7 Ponder, and he sent -- he's the one that sent him
8 that letter.

9 **Q** And it contained that deed that got sent back
10 to Brian, but Brian never gave you that quitclaim
11 deed, is what you are telling me?

12 **A** No, I don't think so.

13 **Q** What actual damages are you claiming? I'm
14 having a hard time understanding how your house was
15 prevented to be sold. You didn't have a contract
16 that it interfered with, correct?

17 **A** I couldn't list the house.

18 **Q** Okay. So how fast after you listed the house
19 did it sell?

20 **A** I don't remember the day that we listed it,
21 and I know -- I honestly don't remember. I think
22 the closing date is in here somewhere.

23 **Q** And you had to work in conjunction with
24 Nelson & Galbreath to clear up the mess that they
25 had created?

1 **A** I didn't work with Nelson & Galbreath at all
2 other than at the beginning when they sent him this
3 letter.

4 **Q** What are you actually claiming your actual
5 damages from this are, from this clerical error?

6 **A** So the damages were calculated by Wendell, my
7 lawyer, and that was just interest on the money
8 that could have been used, and then --

9 **Q** Could have been used?

10 **A** What's that?

11 **Q** It wasn't prevented from being used?

12 **A** Well, it was tied up in the house. You know,
13 the money that was tied up in the house, I couldn't
14 use on other projects I had, so that's what it is
15 calculated off of. And then other things that --
16 and I don't know if this is in here, but
17 maintaining it. I had to pay, you know, to keep
18 the house running, you know, power, water.

19 **Q** Was there a subsequent survey done after the
20 original sale that conveyed a portion of Tract B --
21 Tract A to Tract B?

22 **A** There was a -- what's called a -- I can't
23 think of what it's called off the top of my head,
24 but basically a line that was moved so that we
25 could put a fence in between the properties.

1 **Q** So my client was originally supposed to have
2 Tract A, that sold Tract A and B, and then you went
3 back and resurveyed and took part of portion A and
4 gave it to B in between that time?

5 **A** I don't remember the timeline of it, but --
6 but there was a tract -- or there was a line moved
7 for a fence.

8 **Q** Is it safe to say there is a great deal of
9 confusion when it came to the transfer of this
10 property and the dealing with this property
11 altogether?

12 **A** Yeah. I would say that's safe to say, yes.

13 MR. CRAVEN: That's all I have, Your Honor.

14 THE COURT: Anything?

15 **REDIRECT EXAMINATION**

16 **BY MR. HAWKINS:**

17 **Q** Jonathan, did you have a Certificate of
18 Occupancy on May 1st of 2023 when the stop-work
19 order was filed?

20 **A** No.

21 **Q** Is not a Certificate of Occupancy a
22 prerequisite -- not necessarily a prerequisite to
23 sell the property, provided someone has cash, but
24 the dwelling cannot be occupied by anyone until you
25 receive a Certificate of Occupancy that verifies

1 that all of the systems had been completed in
2 compliance with code; is that correct?

3 A That's correct.

4 Q And you are not going to sell a property, and
5 certainly can't list a property as a practical
6 matter, because people buy property and houses, and
7 they want to live there, correct?

8 A Correct.

9 Q So from at least May 2nd of 2023 until you
10 received the order, which was filed at the Register
11 of Deeds, you could not even obtain a Certificate
12 of Occupancy, correct?

13 A That's correct.

14 Q Did you work diligently after you obtained
15 your deed to finish the house and sell the house?

16 A Yes, sir.

17 Q After May 2nd of 2023, when Brian Ponder
18 wrote the letter to Mr. LeClerc, did he exhibit any
19 kind of concern for your rights?

20 MR. CRAVEN: Your Honor, I would object.
21 He's calling for conclusions about what my client
22 felt.

23 MR. HAWKINS: I'm just asking if Mr. LeClerc
24 conveyed any concern to my client, that's all I'm
25 asking.

1 THE COURT: I'll allow it, if he knows the
2 answer.

3 **A** Yeah. I mean, he just said that I needed to
4 get -- that he wanted to get it all resolved, and
5 he wasn't trying to take my property.

6 **Q** But he did prevent you from selling your
7 property, right?

8 **A** Yes, he did.

9 MR. HAWKINS: No other questions, Your Honor.

10 THE COURT: Anything further?

11 MR. CRAVEN: No, Your Honor.

12 THE COURT: All right. I know this is a
13 damages hearing, gentlemen, but I'm going to ask
14 you -- I'm going to look at what I got in the
15 meantime. I'm just going to ask you to send me an
16 order. Send me a proposed order of some type. And
17 I'll look at the memorandums that you submitted.
18 Can you get that to me in 30 days?

19 MR. HAWKINS: Oh, yes, Your Honor.

20 THE COURT: All right. Thirty days. Send it
21 to my law clerk.

22 MR. HAWKINS: Thank you, Your Honor.

23 MR. CRAVEN: Thank you, Your Honor.

24 (Whereupon, the hearing concluded.)
25

CERTIFICATE OF TRANSCRIBER

Case Name: Everett Homes, LLC v. Jermaine LeClerc

Case No.: 2023-CP-23-02709

Date of Hearing: November 28, 2023

* * * * *

I, Natalie Dahl, do hereby certify that the foregoing transcript is a true and correct record of the recorded proceedings; **that said proceedings were transcribed to the best of my ability from the audio recording.**

I do further certify that I am neither of kin, counsel, nor have interest to any party hereto.

Natalie Dahl, RPR

Natalie Dahl, Registered Professional
Reporter and transcriber for the State of
South Carolina

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)))	IN THE COURT OF COMMON PLEAS CASE NO.: 2023-CP-23-02709
Everett Homes, LLC PLAINTIFF vs Jermaine Leclerc DEFENDANTS.	))))))))))	CERTIFICATE OF SERVICE

I, Wendell L. Hawkins, Esq., hereby certify that the Defendant, Jermaine Leclerc, was served with the Summons and Complaint in the above captioned matter via an approved commercial carrier as set forth herein in "Exhibit A", postage prepaid, on the 7th day of June, 2023:

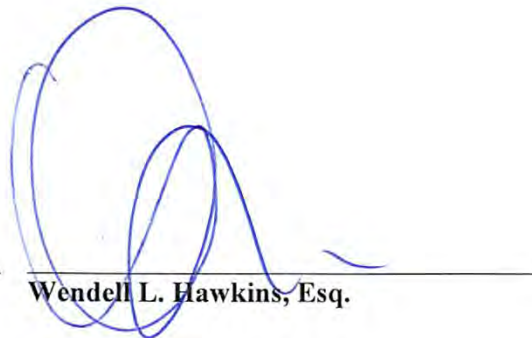
Addressed to:

Dr. Jermaine Leclerc
275 Southwest Lost River Road
Stuart FL 34997

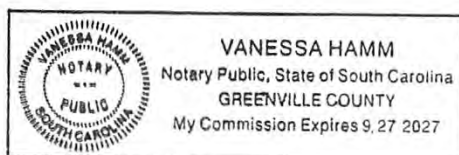
Sworn to before me this 20th, day of
June, 2023.



Notary Public, South Carolina
My Commission Expires: 9/27/27



Wendell L. Hawkins, Esq.





June 19, 2023

Dear Customer,

The following is the proof-of-delivery for tracking number: 772351188053

Delivery Information:

Status:	Delivered	Delivered To:	Residence
Signed for by:	M.BETTY	Delivery Location:	275 SW LOST RIVER RD
Service type:	FedEx Standard Overnight		
Special Handling:	Deliver Weekday; Residential Delivery; Adult Signature Required		STUART, FL, 34997
		Delivery date:	Jun 7, 2023 15:30

Shipping Information:

Tracking number:	772351188053	Ship Date:	Jun 5, 2023
		Weight:	0.5 LB/0.23 KG

Recipient:
Dr. Jermaine Leclerc,
275 Southwest Lost River Road
STUART, FL, US, 34997

Shipper:
Wendy Robinson, Wendell L. Hawkins, P.A.
310 The Parkway
Greer, SC, US, 29650

Thank you for choosing FedEx



FedEx® Tracking

DELIVERED

Wednesday

6/7/2023 at 3:30 pm

Signed for by: M.BETTY

↓ Obtain proof of delivery

DELIVERY STATUS

Delivered ✓



TRACKING ID

772351188053 ✎ ☆ 📄

FROM

Wendell L. Hawkins, P.A.
Wendy Robinson
310 The Parkway
Greer, SC US 29650
8648489370

Label Created
6/5/2023 2:50 PM

PACKAGE RECEIVED BY FEDEX

GREER, SC
6/5/2023 3:59 PM

IN TRANSIT

PALM CITY, FL
6/7/2023 8:13 AM

OUT FOR DELIVERY

PALM CITY, FL
6/7/2023 9:15 AM

DELIVERED

Dr. Jermaine Leclere
275 Southwest Lost River Road
STUART, FL US 34997
8648489370

Delivered
6/7/2023 at 3:30 PM

↓ View travel history

MORE OPTIONS

Manage Delivery

Shipment facts



Shipment overview

TRACKING NUMBER 772351188053

DOOR TAG NUMBER DT106695081928

DELIVERED TO Residence

SHIP DATE ⑦ 6/5/23

STANDARD TRANSIT ⑦ 6/6/23 before 8:00 pm

ACTUAL DELIVERY 6/7/23 at 3:30 pm



Services

SERVICE FedEx Standard Overnight

DELIVERY ATTEMPTS 1

TERMS Shipper

SPECIAL HANDLING SECTION Deliver Weekday, Residential Delivery, Adult Signature Required

SIGNATURE SERVICES ⑦ Adult Signature Required



Package details

WEIGHT 0.5 lbs / 0.23 kgs

TOTAL PIECES 1

TOTAL SHIPMENT WEIGHT 0.5 lbs / 0.23 kgs

PACKAGING FedEx Envelope

Travel History

Ascending

Local Scan Time

Monday, 6/5/2023

- 2:50 PM
Shipment information sent to FedEx
- 3:59 PM
Picked up
GREER, SC
- 4:00 PM
Shipment arriving On-Time
GREER, SC
- 9:15 PM
Left FedEx origin facility
GREER, SC
- 10:30 PM
Arrived at FedEx hub
MEMPHIS, TN

Tuesday, 6/6/2023

- 4:07 AM
Departed FedEx hub
MEMPHIS, TN
- 6:54 AM
At destination sort facility
WEST PALM BEACH, FL
- 8:32 AM
At local FedEx facility
PALM CITY, FL
- 9:07 AM
On FedEx vehicle for delivery
PALM CITY, FL
- 3:50 PM
Delay
Adult recipient unavailable (age and required identification vary by country)
PALM CITY, FL
- 6:19 PM
At local FedEx facility
PALM CITY, FL

- 8:15 AM
At local FedEx facility
PALM CITY, FL
- 9:15 AM
On FedEx vehicle for delivery
PALM CITY, FL
- 3:30 PM
Delivered
STUART, FL

↑ Back to

All (30)

OUR COMPANY

About FedEx(<https://www.fedex.com/en-us/about.html>)
 Our Portfolio(<https://www.fedex.com/en-us/about/company-structure.html>)
 Investor Relations(<https://investors.fedex.com/home/default.aspx>)
 Careers(<https://careers.fedex.com/fedex/>)
 FedEx Blog(<https://www.fedex.com/en-us/blog.html>)
 Corporate Responsibility(<https://www.fedex.com/en-us/about/corporate-social-responsibility.html>)
 Newsroom(<https://newsroom.fedex.com/>)
 Contact Us(<https://www.fedex.com/en-us/customer-support/contact-us.html>)

MORE FROM FEDEX

FedEx Compatible(<https://www.fedex.com/en-us/compatible.html>)
 FedEx Developer Portal(<https://developer.fedex.com/api/en-us/home.html>)
 FedEx Logistics(<https://www.fedex.com/en-us/logistics.html>)
 FedEx Cross Border(<https://www.fedex.com/en-us/cross-border.html>)
 ShopRunner(<https://www.fedex.com/en-us/shoprunner.html>)

LANGUAGE

 [Change Country/Territory\(https://www.fedex.com/?location=home\)](https://www.fedex.com/?location=home)

FOLLOW FEDEX  (<https://www.fedex.com/en-us/email.html>)  (<https://www.facebook.com/FedEx/>)

 (<https://twitter.com/fedex>)  (<https://www.instagram.com/fedex/>)  (<https://www.linkedin.com/company/fedex>)

 (<https://www.youtube.com/fedex>)  (<https://www.pinterest.com/FedEx/>)

© FedEx 1995-2023

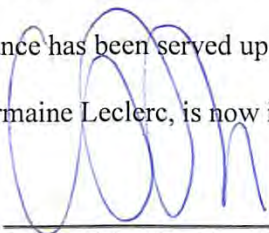
[Site Map \(https://www.fedex.com/en-us/sitemap.html\)](https://www.fedex.com/en-us/sitemap.html)

[Terms of Use \(https://www.fedex.com/en-us/terms-of-use.html\)](https://www.fedex.com/en-us/terms-of-use.html)

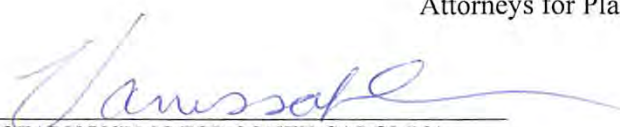
[Privacy & Security \(https://www.fedex.com/en-us/trust-center.html\)](https://www.fedex.com/en-us/trust-center.html)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Everett Homes, LLC	)	C.A. No. 2023-CP-23-02709
Plaintiff,	)	
	)	
vs.	)	AFFIDAVIT OF DEFAULT
	)	
Jermaine Leclerc	)	
	)	
Defendants.	)	
_____	)	

Personally appeared before me Wendell L. Hawkins, who, being duly sworn, states that he is the attorney for the Plaintiff and that more than thirty (30) days have elapsed since the service of the Summons and Complaint upon the Defendant, Jermaine Leclerc and that no Answer, Motion, other Pleadings or Notice of Appearance has been served upon him as required by the Summons in this action; and that Defendant, Jermaine Leclerc, is now in default.

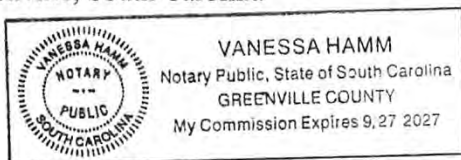


 Wendell L. Hawkins (S.C. Bar #: 13583)
 Wendell L. Hawkins, PA
 9 Buena Vista Way, Ste. B
 Greenville, SC 29615
 (864) 848-9370 (Ph) (864) 848-9759 (Fax)
 wlh@wlhawkinslawfirm.com
 Attorneys for Plaintiff



 NOTARY PUBLIC FOR SOUTH CAROLINA
 Greenville County
 My Commission expires: 9-27-27
 Notary Name: Vanessa Hamm

July 13, 2023
 Greenville, South Carolina



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Everett Homes, LLC	)	C.A. No. 2023-CP-23-02709
Plaintiff,	)	
	)	
vs.	)	AFFIDAVIT OF DAMAGES
	)	
Jermaine Leclerc	)	
	)	
Defendants.	)	
_____	)	

Personally appeared before me Jonathan Niemela, who, being duly sworn, states that he is the qualifying builder and owner of Everett Homes, LLC. If called to testify at the damages hearing in this matter I would testify as follows:

1. I am over 18 years of age and competent to make this affidavit;
2. I am familiar with all of the facts concerning this matter;
3. On May 2, 2023, the Defendant was put on notice by his closing attorney, Nelson & Galbreath, LLC, that Defendant had been errantly deeded the Real Property which is the subject matter of this case (See, Exhibit A; Letter from R. Brian Ponder);
5. Plaintiff filed its Summons and Complaint on May 30, 2023;
6. An Order of Default judgment was entered on August 1, 2023 which declared that the Defendant was in default of the Plaintiff's cause of action for slander of title and that a later hearing would be held for damages on the issue. (See, Exhibit B; Order of Default Judgment).
7. The Property was sold on October 2, 2023 for the sum of One Million and 00/100 Dollars (\$1,000,000.00). (See, Exhibit C; Deed dated October 2, 2023);
8. Plaintiff's Complaint sought pre-judgment and post-judgment interest so as of the date of the sale of the Property, Plaintiff suffered damages in the form of time loss use of money in the

amount of the legal rate of interest of 11.50% (See, Exhibit D; Supreme Court Order 2023-01-04-01 establishing the legal rate of interest on money decrees and judgments at 11.50%) on the sales price of the Property of One Million and 00/100 Dollars (\$1,000,000.00) calculated as follows:

$\$1,000,000.00 \times 0.115 = \$115,000.00 / 12 = \$9,583.33$ at 5 months¹ for a total of \$47,916.67

9. Plaintiff also alleged that the Defendant's actions in failure to cooperate and placing a Building and Codes "Stop Work" Order on the Property were unjustifiable, reckless, willful, wanton, malicious and conscionably wrong which gives rise to the award of punitive damages in the amount of three (3) times the money award of \$47,916.67 or \$143,750.01;

10. Plaintiff is also entitled to special damages in the amount of its attorney's fees and costs to be establish at this hearing by affidavit of its attorney. See e.g., Solley v. Navy Federal Credit Union, Inc. 397 S.C. 192, 206-207, 723 S.E.2d 597, 604-605 (Ct. App. 2012).

FURTHER AFFIANT SAYETH NOT!

AL

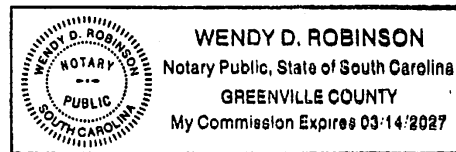
Sworn to before me this 27th day of November, 2023

Wendy D. Robinson

NOTARY PUBLIC FOR SOUTH CAROLINA
Greenville County

My Commission expires: 3/14/27

Notary Name: Wendy Robinson



Note 1: 5 months is from May 2, 2023 until October 2, 2023

131 Falls Street, Suite 101
Greenville, SC 29601

NELSON & GALBREATH, LLC
ATTORNEYS AT LAW

Cecil H. Nelson, Jr.
cnelson@nelsongalbreath.com
J. Nathan Galbreath
jgalbreath@nelsongalbreath.com
R. Brian Ponder
brponder@nelsongalbreath.com

PHONE: 864/232-3766
FAX: 864/235-1430
www.nelsongalbreath.com

May 2, 2023

Dr. Jermaine Leclerc
275 Southwest Lost River Road
Stuart, FL 34997

Re: Quitclaim Deed for Tract B, 0.150 acres, 220 West Mountainview Avenue, Greenville, SC
29609; Greenville County Tax Map Parcel 0177.00-04-003.01

Dr. Leclerc:

Pursuant to our phone conversation yesterday, I am delivering the following documents: 1) a proposed quitclaim deed from you to Everett Homes, LLC for the above referenced Tract B; 2) a copy of your Contract of Sale with Everett Homes, LLC for the purchase of 222 West Mountainview Avenue, Greenville, SC, Greenville County Tax Map Parcel 0177.00-04-003.00; 3) a copy of a deed to Everett Homes, LLC for Tract A and Tract B, Greenville County Tax Map Parcels 0177.00-04-003.00 and 003.01, respectively; 4) our deed to you incorrectly conveying Tracts A & B, instead of conveying only Tract A; 5) a copy of the plat delineating Tract A and Tract B; and 6) Greenville County Tax statements for Greenville County Tax Map Parcels 0177.00-04-003.00 and 003.01.

You requested that I contact your attorney about this matter. Unfortunately, our conversation ended prior to my being able to ascertain who your attorney is. As such, please forward this documentation to your attorney and provide your attorney with my contact information, so that we can discuss the quitclaim deed. In the meantime I am

Respectfully yours,

R. Brian Ponder



State of South Carolina

County of Greenville

)
)
)

**TITLE TO REAL ESTATE
(QUITCLAIM DEED)**

WHEREAS, in May, 2022, Jermaine Leclerc contracted to purchase 222 West Mountainview Road, Greenville, SC, from Everett Homes, LLC; and

WHEREAS, 222 West Mountainview Road, Greenville, SC is known as Tract A on a plat entitled "John Asher," such plat being recorded in Plat Book 1336 at Page 2 in the Register of Deeds Office for Greenville County, South Carolina; and

WHEREAS, due to a scrivener's error in the deed from Everett Homes, LLC to Jermaine Leclerc dated July 29, 2022 and recorded on August 8, 2022 in Deed Book 2665 at Page 224 in the Office of the Register of Deeds Office for Greenville County, South Carolina, Everett Homes, LLC conveyed Tract A and Tract B as shown on the above referenced "John Asher" plat; and

WHEREAS Jermaine Leclerc desires to convey any and all of his undivided interest in Tract B, if any, to Everett Homes, LLC in order to confirm title to Tract B in Everett Homes, LLC.

THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Jermaine Leclerc (hereinafter called "Grantor"), in consideration of One and No/100ths (\$1.00) Dollars and Quitclaim of Property, to the Grantor in hand paid at and before the sealing of these presents, by Thelma Edmonds (hereinafter called Grantee) in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, quitclaimed, and released, and by these presents does grant, bargain, quitclaim and release unto

Everett Homes, LLC, a South Carolina Limited Liability Company, its successors and assigns forever,

ALL that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Tract B, on a plat entitled "John Asher," prepared by Site Design, Inc. dated February 4, 2019 and being recorded in Plat Book 1336 at Page 2 in the Register of Deeds Office for Greenville County, South Carolina, reference to said plat being hereby made for a more complete property description

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

Grantee's Address: 321 Shadow Lane
Lyman, SC 29635

TMS No.: 0177.00-04-003.01

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee and the Grantee's heirs and assigns forever.

Any reference to this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

WITNESS the Grantor's hands and seals this the _____ day of May, 2023.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness #1

Jermaine Leclerc

Witness #2

State of Florida

County of Martin

)
)
)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of May, 2023 by Jermaine Leclerc.

(SEAL)
Notary Public for the State of Florida
My Commission Expires: _____



2023044669

ORDER/DEED Book: DE 2695 Page: 0426 - 0431

6 Pgs

August 2, 2023 12:12:01 PM Cons: \$0.00

Rec: \$10.00 Cnty Tax: EXEMPT State Tax: EXEMPT

E-FILED IN GREENVILLE COUNTY, SC

Emily J. Manning

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Everett Homes, LLC	)	C.A. No. 2023-CP-23-02709
Plaintiff,	)	
	)	
vs.	)	ORDER OF DEFAULT JUDGMENT
	)	
Jermaine Leclerc	)	
	)	
Defendants.	)	

THIS MATTER COMES BEFORE THE COURT upon Motion of the Plaintiff, Everett Homes, LLC for an Order of Default against the Defendant, Jermain Leclerc ("Leclerc"). After a review of the record, the Court finds as follows:

1. The Amended Summons and Complaint were filed in this matter on May 30, 2023.
2. The Court finds that according the Affidavit of Service filed with the Court on June 20, 2023, Leclerc was properly served on June 7th, 2023 as evidenced by the record.
3. The Plaintiff has further filed an Affidavit of Non-Military service issued by the Servicemembers Civil Relief Act Centralized Verification Service on June 22, 2023 which is also a matter of the record.
4. The Defendant, Leclerc, has failed to file any motion, answer or otherwise plead in this matter and Plaintiff is entitled to an Order of Default Judgment pursuant to SCRCF, Rule 55.
5. As a result of the default, the Plaintiff is entitled to an Order of the Court that the subject Property was erroneously conveyed to the Defendant and the filing of this Order



upon the indexes of the Register of Deeds of Greenville County, South Carolina shall act as the means of conveyance to divest Defendant of any interest in the Property whatsoever and conclusively vest fee simple title in the name of the Plaintiff. This Order is issued pursuant to Plaintiff's causes of action for Declaratory Judgement, Quiet Title and Unjust Enrichment. The Register of Deeds shall index the Grantor as Jermaine Leclerc and the Grantee as Everett Homes, LLC. The subject Property is as follows:

All that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina being shown and designated as Tract B, on a plat entitled "John Asher," prepared by Stie Design, Inc. dated February 4, 2019 and being recorded in Plat Book 1336, Page 2 in the register of Deeds Office of Greenville County, South Carolina, reference being made to said plat being hereby made for a more complete property description.

This being a portion of the same property erroneously conveyed to Jermaine Leclerc by deed of Everett Homes, LLC dated July 29, 2022 and recorded on August 8, 2022 in the Register of Deeds Office for Greenville County, South Carolina in Deed Book 2665 at Page 224.

TMS# 0177.00-04-003.01

6. As to Plaintiff's remaining cause of action for Slander of Title, a hearing will be scheduled to determine damages under that cause of action.

IT IS SO ORDERED

JUDGE'S SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023 CP-23-02709

EVERETT HOMES, LLC
PLAINTIFF(S)

JERMAINE LECLERC
DEFENDANT(S)

Submitted by: Wendell L. Hawkins	Attorney for : ☒ Plaintiff	☐ Defendant
	or ☐ Self-Represented Litigant	

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Everett Homes, LLC	Jermaine Leclerc	\$ N/A
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order: All that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina being shown and		

designated as Tract B, on a plat entitled "John Asher," prepared by Stie Design, Inc. dated February 4, 2019 and being recorded in Plat Book 1336, Page 2 in the register of Deeds Office of Greenville County, South Carolina, reference being made to said plat being hereby made for a more complete property description.

This being a portion of the same property erroneously conveyed to Jermaine Leclerc by deed of Everett Homes, LLC dated July 29, 2022 and recorded on August 8, 2022 in the Register of Deeds Office for Greenville County, South Carolina in Deed Book 2665 at Page 224.

TMS# 0177.00-04-003.01

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details. E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

[Redacted content]



Greenville Common Pleas

Case Caption: Everett Homes LLC vs. Jermaine Leclerc
Case Number: 2023CP2302709
Type: Order/Judgment by Default and Form 4

So Ordered

G.D. Morgan Jr.

Electronically signed on 2023-07-28 14:56:31 page 6 of 6



2023058135

DEED Book: DE 2700 Page: 2982 - 2983

2 Pgs

October 3, 2023 10:31:23 AM Cons: \$1,000,000.00

Rec: \$15.00 Cnty Tax: \$1,100.00 State Tax: \$2,600.00

E-FILED IN GREENVILLE COUNTY, SC

*Timothy J. Manning***Prepared By:**

Bell Carrington Price & Gregg, LLC
 408 East North Street
 Greenville, SC 29601

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE

)

GENERAL WARRANTY DEED

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

KNOW ALL MEN BY THESE PRESENTS, that Everett Homes, LLC, (hereinafter "Grantor") in the State aforesaid, for and in consideration of the sum of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), the receipt and sufficiency of which is here acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said:

Reid S. Manley and Cara Scheibling

as Joint Tenants with Right of Survivorship and Not as Tenants in Common (hereinafter "Grantee") Grantee's successors and assignees forever all Grantee's right, title and equitable or legal interest in and to:

ALL that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina being shown and designated as Tract B, on a plat entitled "John Asher," prepared by Site Design, Inc. dated February 4, 2019 and being recorded in Plat Book 1336, Page 2 in the Register of Deeds Office of Greenville County, South Carolina, and being more recently shown plat prepared for Everet Homes LLC by Alfred J. Pearce, III, dated June 26, 2022 and recorded September 12, 2022 in Plat Book 1442 at Page 56 in the Register of Deeds Office of Greenville County, South Carolina, reference being made to said more recent plat for a more complete property description.

DERIVATION:

This being the same property conveyed to Everett Homes, LLC by order of default judgment against Jermalne Leclerc dated July 28, 2023 and recorded August 2, 2023 in the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 2695 at Page 426.

Greenville County Tax Map No.: 0177000400301

Grantee Address: 220 W. Mountainview Ave, Greenville, SC 29609



TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, Reid S. Manley and Cara Scheibling, as joint tenants with rights of survivorship and not as tenants in common.

AND GRANTOR DOES hereby promise, for themselves and Grantor's heirs, successors, assigns, and representatives, to warrant and forever defend the above premises unto the Grantee, Grantee's heirs and assigns, against the Grantor and Grantor's heirs, successors, assigns, and representatives and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of Everett Homes, LLC this 2nd day of October and in the year of our Lord, Two Thousand and Twenty-Three (2023) and in the Two Hundred Forty Eighth (248th) year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the presence of:

Witness No. 1

Witness No. 2 (NOTARY)

Everett Homes, LLC

BY:

Jonathan Everett Niemela
ITS member

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

I, Griffin Bell, a Notary Public for the County of Greenville and State of South Carolina, do hereby certify that Everett Homes, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

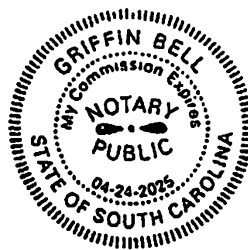
Witness my hand and official seal, this the 2nd of October, 2023.

Notary Public

My Commission Expires: 4-24-25

(SEAL)

*Jonathan Everett Niemela
a member of



Court News ...

2023-01-04-01

The Supreme Court of South Carolina

RE: Interest Rate on Money Decrees and Judgments

ORDER

South Carolina Code Ann. § 34-31-20 (B) (2020) provides that the legal rate of interest on money decrees and judgments "is equal to the prime rate as listed in the first edition of the Wall Street Journal published for each calendar year for which the damages are awarded, plus four percentage points, compounded annually. The South Carolina Supreme Court shall issue an order by January 15 of each year confirming the annual prime rate. This section applies to all judgments entered on or after July 1, 2005. For judgments entered between July 1, 2005, and January 14, 2006, the legal rate of interest shall be the first prime rate as published in the first edition of the Wall Street Journal after January 1, 2005, plus four percentage points."

The Wall Street Journal for January 3, 2023, the first edition after January 1, 2023, listed the prime rate as 7.50%. Therefore, for the period January 15, 2023, through January 14, 2024, the legal rate of interest for money decrees and judgments is 11.50% compounded annually.

s/Donald W.
Beatty _____ C.
J.

FOR THE COURT

Columbia, South Carolina
January 4, 2023



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON
	)	PLEAS
COUNTY OF GREENVILLE	)	CASE NO.: 2023-CP-23-02709
Everett Homes, LLC	)	
PLAINTIFF	)	
vs	)	AFFIDAVIT OF ATTORNEY'S
	)	FEES
Jermaine Leclerc	)	
DEFENDANTS.	)	

PERSONALLY appeared before me Wendell L. Hawkins, Attorney at Law, who being duly sworn, does state as follows:

1. I am the owner and sole partner of WENDELL L. HAWKINS, P.A. I have been licensed to practice law in the State of South Carolina since 1997. I am a member of the South Carolina Bar, and the Greenville County Bar, Real Property, Probate and Trust Sections of the South Carolina Bar and American Bar Association, Palmetto Land Title Association, and Association of Trial Lawyers of America. From 1997 to present, the majority of my practice has been devoted to civil litigation and transactional real estate.

2. That he incorporates herein Rule 1.5 as contained in Rule 407, South Carolina Appellate Court Rules, which contains the Canons of Ethics concerning the setting of attorney's fees. That he further calls the attention of the Court the factors set forth in Jackson v. Speed 326 S.C. 289 486 S.E.2d 750 (1997) in the award of attorney's fees. That he relies upon the discretion of this Court in the determination of the amount of fees, based, among other things, upon this

affidavit and the Court's file herein, which reflects the difficulty of the services rendered, the time necessarily expended, the result accomplished, and the other factors which are set forth in the Canons of Ethics and the case law decisions of this State.

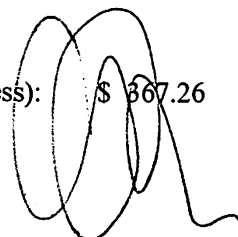
3. My hourly rate for representation in this matter is \$350.00 per hour for out of court time and \$350.00 per hour for in court time. My paralegals are billed out at a rate of \$100.00 per hour. These fees are comparable to those charged by firms similar to Wendell L. Hawkins, P.A.

4. That upon review of the time records maintained by Wendell L. Hawkins, P.A., the total attorney's fees in this matter are \$ 13,462.00 as of the date of the hearing which includes an estimated two (2) hours of additional attorney time allocated toward post hearing billing. I bring attention to the Court that the time allocated to defend against Defendant's Motion to set aside the Default Judgment is \$ 6,177.50 of fees since I first was contacted by opposing counsel on November 13, 2023.

9. That as of the date of the hearing, Deponent has expended on behalf of Plaintiff the following costs:

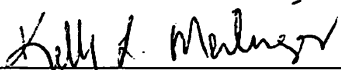
Court Costs (Filing Fees & Service of Process): \$ 367.26

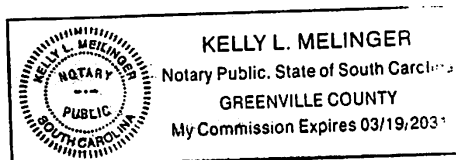
TOTAL COSTS AND FEES: \$ 13,829.26



Wendell L. Hawkins (S.C. Bar #: 13583)
Wendell L. Hawkins, P.A.
9 Buena Vista Way, Ste B
Greenville, South Carolina 29615
(864) 848-9370 (P) (864) 243-8137 (F)
wlh@wlhawkinslawfirm.com
Attorney for Plaintiff

SWORN to before me this 28th day of November, 2023.


Notary Public for South Carolina
My Commission Expires: 3-19-31



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON
	)	PLEAS
COUNTY OF GREENVILLE	)	CASE NO.: 2023-CP-23-02709
Everett Homes, LLC	)	
PLAINTIFF	)	REVISED
vs	)	AFFIDAVIT OF ATTORNEY'S
	)	FEEES
Jermaine Leclerc	)	
DEFENDANTS.	)	
	)	
	)	
	)	

PERSONALLY appeared before me Wendell L. Hawkins, Attorney at Law, who being duly sworn, does state as follows:

1. I am the owner and sole partner of WENDELL L. HAWKINS, P.A. I have been licensed to practice law in the State of South Carolina since 1997. I am a member of the South Carolina Bar, and the Greenville County Bar, Real Property, Probate and Trust Sections of the South Carolina Bar and American Bar Association, Palmetto Land Title Association, and Association of Trial Lawyers of America. From 1997 to present, the majority of my practice has been devoted to civil litigation and transactional real estate.

2. That he incorporates herein Rule 1.5 as contained in Rule 407, South Carolina Appellate Court Rules, which contains the Canons of Ethics concerning the setting of attorney's fees. That he further calls the attention of the Court the factors set forth in Jackson v. Speed 326 S.C. 289 486 S.E.2d 750 (1997) in the award of attorney's fees. That he relies upon the discretion of this Court in the determination of the amount of fees, based, among other things, upon this

affidavit and the Court's file herein, which reflects the difficulty of the services rendered, the time necessarily expended, the result accomplished, and the other factors which are set forth in the Canons of Ethics and the case law decisions of this State.

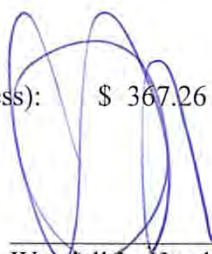
3. My hourly rate for representation in this matter is \$350.00 per hour for out of court time and \$350.00 per hour for in court time. My paralegals are billed out at a rate of \$100.00 per hour. These fees are comparable to those charged by firms similar to Wendell L. Hawkins, P.A.

4. That upon review of the time records maintained by Wendell L. Hawkins, P.A., the total attorney's fees in this matter were \$ 13,462.00 as of the date of the Defendant's hearing to set aside the judgment and Plaintiff's original damages hearing. I bring attention to the Court that the time allocated to defend against Defendant's Motion to Set Aside the Default Judgment is \$6,177.50 of fees since I first was contacted by opposing counsel on November 13, 2023. I have now expended an additional 12.8 hours in researching public records to expose the Defendant's misrepresentations, draft the memorandum in opposition to the Defendant's Motion to Reconsider, organize exhibits and file the Memorandum in Opposition. The fees attributable to defending the Motion to Reconsider are \$4,480.00 bringing the total fees now to \$17,924.00.

9. That as of the date of the hearing, Deponent has expended on behalf of Plaintiff the following costs:

Court Costs (Filing Fees & Service of Process): \$ 367.26

TOTAL COSTS AND FEES: \$ 18,309.26



Wendell L. Hawkins (S.C. Bar #: 13583)
Wendell L. Hawkins, P.A.
9 Buena Vista Way, Ste B
Greenville, South Carolina 29615
(864) 848-9370 (P) (864) 243-8137 (F)
wlh@wlhawkinslawfirm.com
Attorney for Plaintiff

SWORN to before me this 26th day of December, 2023.

Kelly L. Melinger
Notary Public for South Carolina
My Commission Expires: 3-19-31



THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Alex Kinlaw, Jr.

C.A. No.: 2023-CP-23-02709

Everett Homes, LLC,

Plaintiff/Respondent,

v.

Jermaine LeClerc,

Defendant/Appellant.

NOTICE OF APPEAL

Appellant, Jermaine Leclerc, appeals the following orders entered into the above-captioned case:

1. Order entered by the Honorable Alex Kinlaw, Jr. on March 5, 2024 (March Order); and
2. Order of Default Judgment entered by the Honorable G.D. Morgan, Jr. on August 1, 2023 (August Order).

Appellant received written notice of the March Order on March 5, 2024, through his prior counsel and is timely filing this Notice of Appeal. A copy of the March Order is attached hereto as Exhibit A. A copy of the August Order is attached hereto as Exhibit B.

Respectfully submitted,
BURKE LAW, LLC

s/Luke A. Burke
Luke A. Burke (SC Bar # 100033)
819 E. North St. (29601)
P.O. Box 4885 (29608)
Greenville, South Carolina

Phone: (864) 735-8289
lburke@gvlattorney.com
Attorney for Jermaine LeClerc

April 1, 2024
Greenville, South Carolina

Other Counsel of Record:

Wendell Leon Hawkins, Esquire
Wendell L. Hawkins, PA
9 Buena Vista Way, Ste B.
Greenville, SC 29615
E-mail: wlh@wlhawkinslawfirm.com
Attorneys for Everett Homes, LLC