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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas
Teasa K. Weaver, Master in Equity

Appellate Case No. 2024-001051
Case No. 2019-CP-46-02929

Ex Parte: Byron A. Chavarria,.....Appellant

In Re:

Wilmington Savings Fund Society, FSB, as Trustee of
Stanwich Mortgage Loan Trust, I,,.....Respondent

v.

Laura E. Kephart, 1st Franklin Financial Corporation, Defendants

Of which Laura E. Kephart is a Respondent

RECORD ON APPEAL

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Attorneys for Appellant Byron A. Chavarria

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STATE OF SOUTH CAROLINA

COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Pingora Loan Servicing, LLC, vs. Laura E. Kephart; 1st Franklin Financial Corporation DEFENDANT(S)	PLAINTIFF,
--	------------

ORDER FOR PUBLICATION

(NON-JURY MORTGAGE
FORECLOSURE)

C/A NO: 2019-CP-46-02929

DEFICIENCY WAIVED

IT APPEARING to my satisfaction from the Affidavit and the pleadings previously filed herein, that a cause of action exists for the foreclosure of a mortgage on real property located in York County, and that despite due diligence the Defendant Laura E. Kephart could not be located within the State of South Carolina and may reside outside of said State or be temporarily absent from said State, and therefore, personal service cannot be effected. Now, therefore, upon motion of the undersigned attorney for the Plaintiff,

IT IS ORDERED that the Summons herein, together with the Notice of Filing of the Complaint in the Office of the Clerk of Court for York County and Notice of Foreclosure Intervention be served upon the Defendant Laura E. Kephart, by publication of the Summons, together with the Notice of Filing of Complaint and Notice of Foreclosure Intervention, once a week for three consecutive weeks in The Herald, a newspaper printed and published in the County and State aforesaid; and that, in accordance with statute, a copy of the Notice of

Foreclosure Intervention, Lis Pendens, Summons and Complaint be mailed to the Defendant Laura E. Kephart at her last known address.

I SO MOVE:

s/ Sarah O. Leonard

October 22, 2019

John S. Kay (S.C. Bar No. 7914)

John B. Kelchner (S.C. Bar No. 13589)

Ashley Z. Stanley (S.C. Bar No. 74854)

Alan M. Stewart (S.C. Bar No. 15576)

Sarah O. Leonard (S.C. Bar No. 80165)

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CLERK OF COURT / ELECTRONIC SIGNATURE PAGE TO FOLLOW



York Common Pleas

Case Caption: Pingora Loan Servicing Llc VS Laura E Kephart , defendant, et al

Case Number: 2019CP4602929

Type: Order/Publication

So Ordered

s/David Hamilton, York County Clerk of Court By
LBS

Electronically signed on 2019-10-31 13:55:38 page 3 of 3

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Pingora Loan Servicing, LLC,
PLAINTIFF,

vs.

Laura E Kephart; 1st Franklin
Financial Corporation
DEFENDANT(S)

MOTION AND
ORDER OF REFERENCE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2019-CP-46-02929

It appearing pursuant to Rule 53 – SCRCP, that this action is for the foreclosure of a mortgage and as such may be referred to Teasa K. Weaver as Master in Equity for the above-entitled County, and that the Master in Equity shall have the authority to enter final judgment, with appeal, if any, directly to the South Carolina Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules; now, on motion of the undersigned attorney for the Plaintiff, by and with the consent of the Attorneys for the answering defendants, if any,

IT IS ORDERED that this case be referred to Teasa K. Weaver as Master in Equity to direct entry of final judgment in this action under Rule 53 (b), SCRCP. Any appeal from the final judgment entered by the Master in Equity shall be directly to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

I SO MOVE:

s/Ashley Z. Stanley

December 19, 2019

Ashley Z. Stanley (S.C. Bar No. 74854)

Attorneys for Plaintiff

Hutchens Law Firm LLP

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Columbia, SC 29202

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CLERK OF COURT/PRESIDING JUDGE SIGNATURE PAGE TO FOLLOW



York Common Pleas

Case Caption: Pingora Loan Servicing Llc VS Laura E Kephart , defendant, et al

Case Number: 2019CP4602929

Type: Order/Referred to Master or Special Referee

So Ordered

s/David Hamilton York County Clerk of Court by
DY

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STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Pingora Loan Servicing, LLC,
PLAINTIFF,
vs.
Laura E. Kephart; 1st Franklin Financial
Corporation
DEFENDANT(S)

MASTER'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE
(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2019-CP-46-02929

DEFICIENCY WAIVED

TO:
Hutchens Law Firm LLP
Attorney for Plaintiff

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the case. Pursuant to the said Order of Reference a hearing was held on February 11, 2020, attended by Ashley Z. Stanley, Attorney for Plaintiff. No Defendant appeared. Exhibits filed by Plaintiff on February 6, 2020 were received into evidence, and from the evidence and other filings, I find, conclude and order as follows:

PROCEDURAL HISTORY

1. The Lis Pendens was filed on August 28, 2019.
2. The Summons and Complaint were filed on August 28, 2019.
3. Service was made upon the Defendant(s) named in this Order as is shown by the Proof(s) of Service filed herein.
4. That the Defendant(s) Laura E. Kephart; 1st Franklin Financial Corporation are in default as shown by the Affidavit of Default on file herein.
5. The Defendant(s) and/or all attorneys of record were notified of the time, date, and place of the hearing in this matter.

6. According to the Affidavit filed herein, no Defendant in default is in the Military Service of the United States of America, as contemplated under the Service members Civil Relief Act, and any amendments thereto.

7. The loan is not subject to the Supreme Court of South Carolina's Administrative Order (Order No. 2011-05-02-01) because the subject property is not an owner-occupied dwelling as defined in Paragraph A.(3) of said Order.

FINDINGS OF FACT

1. For value received, Laura E. Kephart made, executed and delivered a Note dated October 23, 2015, promising thereby to pay to the order of PHH Mortgage Corporation the sum of Eighty-Three Thousand Four Hundred Sixty Dollars and No Cents (\$83,460.00) with interest at 4.375 percent per annum. Other terms and conditions are stated in the Note, which is of record herein.

2. To better secure the payment of the Note described above, the said Laura E. Kephart made, executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for PHH Mortgage Corporation, its successors and assigns a mortgage in writing, dated October 23, 2015, covering real property in York County, which is the same as that described in the Complaint. The mortgage was filed on January 19, 2016, and is of record in the Office of the Register of Deeds for York County in Mortgage Book Volume 15400 at page 274.

3. Thereafter, by virtue of an assignment dated July 30, 2018, recorded July 30, 2018, in Mortgage Book RB 17104 at Page 478, Mortgage Electronic Registration Systems, Inc., as nominee for PHH Mortgage Corporation, its successors and assigns, assigned said mortgage unto PHH Mortgage Corporation.

8. Thereafter, by virtue of an assignment dated April 5, 2019, recorded April 15, 2019, in Mortgage Book RB 17493 at Page 132, PHH Mortgage Corporation, assigned said mortgage unto Pingora Loan Servicing, LLC, making Pingora Loan Servicing, LLC the present lien holder and Plaintiff herein.

5. The above referenced instrument constitutes a first mortgage lien and is purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

6. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of the attorney herein for collection.

7. I find that since the inception of this action, plaintiff's attorney has assumed responsibility for the institution of this action and has searched and updated the title on the subject property from the date the current owner received the property or the date the mortgage was executed to the date of the filing of the Lis Pendens.

The Firm has been responsible for the preparation of the following pleadings.

1. Notice of Foreclosure Intervention
2. Lis Pendens
3. Summons and Complaint
4. Affidavit of Default
5. Order of Reference
6. Notice of Hearing
7. Proposed Master's Order and Judgment of Foreclosure and Sale
8. Notice of Sale
9. Record of Hearing
10. Other documents as applicable pertaining to service, foreclosure intervention and prosecution of the action.

Additionally, the Firm has arranged for service of process on the Defendant(s), and has scheduled and attended the hearing in the matter, has provided reinstatement/payoff figures to the primary Defendant(s), if requested, and has had telephone conversations with the Defendant(s), if requested. Future duties include forwarding copies of the Master's Order and Judgment of Foreclosure and Sale to the Defendant(s), advising the Defendant(s) of the date that the property will be sold, arranging and coordinating the amount to be bid by Plaintiff, representation of Plaintiff at sale and preparation of after sale documentation as required. In light of the potential liabilities inherent in a foreclosure matter, the attendant responsibilities and the outcome obtained for the Plaintiff, I find that the contractual attorneys' fees in the amount of Two Thousand Two Hundred Dollars and No Cents (\$2,200.00) are reasonable.

8. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorneys' fees, secured by the Note and Mortgage, is as follows:

(a)	Total Principal due as of September 1, 2017	\$	81,010.88
(b)	Interest from August 1, 2017 through February 11, 2020 @ current interest rate of 4.375%	\$	8,957.60
(c)	Escrow Adjustments (debits or credits)	\$	6,713.14
	County Taxes	\$	3,396.20
	PMI	\$	654.09
	Beginning Balance	\$	2,662.85
(d)	Late Charges	\$	66.34
(e)	Property Inspections	\$	190.00
(f)	Bankruptcy Fees and Costs	\$	1,681.00
(g)	Pro Rata MIP/PMI	\$	160.47
(h)	Foreclosure Costs	\$	2,122.10
(i)	Attorney Fees	\$	2,200.00
	TOTAL DEBT	\$	103,101.53

Interest for the period from the date shown above, through the date of this Judgment at the above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the current rate of Four and 375/1000 (4.375%) per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the mortgage through the date to which such interest is computed.

9. The manufactured home described as a 1997 Fleetwood Mobile Home, VIN# GAFLT34A&B24542SH12 has been affixed to the real property described herein and the certificate of title to the manufactured home has been retired with the South Carolina Department of Motor Vehicles pursuant to South Carolina Section 56-19-500 et al, by that certain

Manufactured Home Affidavit For Retirement of Title Certificate dated January 25, 2012 and recorded February 2, 2012 in Volume 12416 at Page 221 in the Office of the Clerk of Court for York County, South Carolina.

10. The records of the South Carolina Department of Motor Vehicles have been searched for a 1997 Fleetwood Mobile Home, VIN# GAFLT34A&B24542SH12 and it has been verified that the Certificate of Title for the mobile/manufactured home has been detitled/retired with said agency.

11. That the Defendant, 1st Franklin Financial Corporation, is made a party by virtue of a judgment against Laura E. Kephart in the amount of One Thousand Three Hundred Ninety-Two Dollars and Sixty-Two Cents (\$1,392.62), dated April 13, 2017, filed May 22, 2017 with the York County Clerk of Court's Office, and identified as Case # 2017-CP-46-01508. Said lien is junior in priority to the Plaintiff's first mortgage lien.

12. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

13. Since a personal or deficiency judgment is being waived, the bidding will not remain open but compliance with the bid may be made immediately.

14. The loan is not applicable for the Home Affordable Modification Program as that program sunset on December 31, 2016.

CONCLUSION OF LAW

I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. There is due to the Plaintiff on the obligation and mortgage set forth in the Complaint the sum of One Hundred Three Thousand One Hundred One and 53/100 Dollars (\$103,101.53) representing the "Total Debt" due Plaintiff as set forth supra, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

2. The amount due in the preceding paragraph (the "Total Debt" as set forth supra and later accrued interest on the principal) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the current rate of 4.375% percent per annum.

3. That the Defendants liable for the aforesaid mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

4. That on default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, be sold by the Master in Equity at public auction at the 2 South Congress Street, Courtroom 2, York, SC 29745, York County Courthouse in York County, South Carolina, on some convenient sales day hereafter, on the following terms, that is to say:

A. FOR CASH: The Master in Equity will require a deposit of Five percent (5%) on the amount of the bid (in cash or equivalent) at the time of the sale, same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within Twenty (20) days same to be forfeited and applied to the costs and Plaintiff's debt.

B. Interest on the balance of the bid shall be paid to the day of compliance at the current rate of 4.375% percent.

C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

D. The above referenced instrument constitutes a first mortgage lien and is purchase money mortgage with the proceeds of the loan being used to purchase the property.

E. The Purchaser is to pay for the deed preparation, for Deed Stamps and costs of recording the Deed.

F. If the successful bidder is a third party other than the Plaintiff, interest on the balance of the bid shall be paid to the date of compliance at the rate listed in the figures above.

5. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, Plaintiff may pay to the

undersigned Master in Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

6. Personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

7. That the Master in Equity will, by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within Twenty (20) days after date of sale, then the Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

8. That the Master in Equity will apply the proceeds of the sale as follows:

FIRST: To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

NEXT: To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus will be held pending further order of the court.

9. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of York County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

10. And it is further ORDERED, ADJUDGED AND DECREED that each Defendant and all persons whomsoever claiming under him, her or them, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

11. And it is further ORDERED, ADJUDGED AND DECREED that any prior lien that has been paid in full is hereby satisfied and canceled of record.

12. IT IS FURTHER ORDERED that the Deed of conveyance made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant who was the titleholder of the mortgaged property at the time of filing of the Notice of Pendency of the within action, and the name of the Grantee, and the Master in Equity is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

13. The Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

14. Upon issuance of a Master in Equity's Report on Sale and Disbursements, the Register of Deeds is directed to release of record the mortgage lien being foreclosed, which mortgage lien is described as follows:

That Mortgage originally given to Mortgage Electronic Registration Systems, Inc., as nominee for PHH Mortgage Corporation, its successors and assigns by Laura E. Kephart, dated October 23, 2015 and recorded January 19, 2016, in Mortgage Book Volume 15400 at page 274.

15. The following is a description of the premises herein ordered to be sold:

ALL THAT CERTAIN piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of York being designated as Lot 4 of Cedar Brook Subdivision, as shown on a plat of property shown in Plat Book A31, Page 10 and Plat Book A 138, at Page 5 in the Office of the Clerk of Court for York County, South Carolina, to which plat reference is made for a more particular description as to metes and bounds.

THIS CONVEYANCE IS MADE SUBJECT TO ANY RESTRICTIONS, RESERVATIONS, AND AGREEMENTS, ZONING ORDINANCES OR EASEMENTS THAT MAY APPEAR OF RECORD ON THE RECORDED PLATS OR PREMISES OR WITHIN THE CHAIN OF TITLE, AND IS MADE SUBJECT TO ALL MATIERS APPARENT UPON A REASONABLE INSPECTION OF THE PREMISES. NO NEW BOUNDARY LINES ARE CREATED BY THIS CONVEYANCE.

TOGETHER with a 1997 Fleetwood Mobile Home, VIN# GAFLT34A&B24542SH12 located thereon.

THIS BEING the same property conveyed unto Laura E. Kephart by virtue of a Deed from Roger D. Duncan dated October 23, 2015 and recorded January 19, 2016 in Volume 15400 at Page 271 in the Office of the Clerk of Court for York County, South Carolina.

3785 Saluda Road
Rock Hill, SC 29730
TMS# 526-00-00-022

16. IT IS FURTHER ORDERED that if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

JUDGE'S SIGNATURE PAGE TO FOLLOW

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF YORK
IN THE COURT OF COMMON PLEAS**

**JUDGMENT IN A CIVIL CASE
CASE NO: 2019-CP-46-02929**

Pingora Loan Servicing, LLC,
PLAINTIFF(S)

Laura E. Kephart; 1st Franklin Financial
Corporation
DEFENDANT(S)

Submitted by: John S. Kay (S.C. Bar No. 7914), John B. Kelchner (S.C. Bar No. 13589), Ashley Z. Stanley (S.C. Bar No. 74854), Alan M. Stewart (S.C. Bar No. 15576), Sarah O. Leonard (S.C. Bar No. 80165), Kevin T. Hardy (SC Bar No. 76015)	Attorney for : ☒ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant
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DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : Foreclosure Action

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))	Judgment Against (List name(s))	Judgment Amount To be Enrolled (List amount(s))
Pingora Loan Servicing, LLC	Laura E. Kephart	\$N/A
		\$
If applicable, describe the property, including tax map information and address, referenced in the order: 3785 Saluda Road, Rock Hill, SC 29730 / TMS# 526-00-00-022		

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.

Teasa K. Weaver, Master in Equity

Judge Code

Date

ELECTRONICALLY FILED - 2020 Feb 12 11:14 AM - YORK - COMMON PLEAS - CASE#2019CP4602929

ROA 016

FORM 4 ATTACHMENT

Laura E. Kephart
3785 Saluda Road
Rock Hill, SC 29730

1st Franklin Financial Corporation
c/o Virginia K. Palmer-Registered Agent
320 N. Duncan Bypass Ste. B
Union, SC 29379



York Common Pleas

Case Caption: Pingora Loan Servicing Llc VS Laura E Kephart , defendant, et al

Case Number: 2019CP4602929

Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2020-02-12 10:47:51 page 13 of 13

Notice of Sale**C/A No: 2019-CP-46-02929**

BY VIRTUE OF A DECREE of the Court of Common Pleas for York County, South Carolina, heretofore issued in the case of Pingora Loan Servicing, LLC vs. Laura E. Kephart; 1st Franklin Financial Corporation, I the undersigned as Master in Equity for York County, will sell on April 6, 2020 at 11:00 AM, at the 2 South Congress Street, Courtroom 2, York, SC 29745, York County Courthouse, York County, South Carolina, to the highest bidder:

Legal Description and Property Address:

ALL THAT CERTAIN piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of York being designated as Lot 4 of Cedar Brook Subdivision, as shown on a plat of property shown in Plat Book A31, Page 10 and Plat Book A 138, at Page 5 in the Office of the Clerk of Court for York County, South Carolina, to which plat reference is made for a more particular description as to metes and bounds.

THIS CONVEYANCE IS MADE SUBJECT TO ANY RESTRICTIONS, RESERVATIONS, AND AGREEMENTS, ZONING ORDINANCES OR EASEMENTS THAT MAY APPEAR OF RECORD ON THE RECORDED PLATS OR PREMISES OR WITHIN THE CHAIN OF TITLE, AND IS MADE SUBJECT TO ALL MATIERS APPARENT UPON A REASONABLE INSPECTION OF THE PREMISES. NO NEW BOUNDARY LINES ARE CREATED BY THIS CONVEYANCE.

TOGETHER with a 1997 Fleetwood Mobile Home, VIN# GAFLT34A&B24542SH12 located thereon.

THIS BEING the same property conveyed unto Laura E. Kephart by virtue of a Deed from Roger D. Duncan dated October 23, 2015 and recorded January 19, 2016 in Volume 15400 at Page 271 in the Office of the Clerk of Court for York County, South Carolina.

3785 Saluda Road
Rock Hill, SC 29730
TMS# 526-00-00-022

TERMS OF SALE: For cash. Interest at the current rate of Four and 375/1000 (4.375%) to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Master in Equity for York County a

certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Twenty (20) days, the Master in Equity shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights, including its right to a deficiency judgment, prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record.

JUDGE'S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
803-726-2700



York Common Pleas

Case Caption: Pingora Loan Servicing Llc VS Laura E Kephart , defendant, et al

Case Number: 2019CP4602929

Type: Master/Order/Notice of Foreclosure Sale

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2020-02-12 10:48:19 page 3 of 3

2020-03-18-01 (Superseded by Order 2020-04-30-02)

The Supreme Court of South Carolina

RE: Statewide Evictions and Foreclosures

ORDER

In recognition of the difficulties the COVID-19 pandemic may have on institutions and individuals, and on the basis that increased housing insecurity and homelessness will worsen the threat posed by the illness,

I FIND it necessary to address statewide evictions and foreclosures.

Pursuant to provisions of Article V, Section 4 of the South Carolina Constitution,

IT IS ORDERED that all evictions currently ordered and scheduled statewide shall be rescheduled for a date not earlier than May 1, 2020. Furthermore, the court shall not accept applications for ejectment, schedule hearings, issue writs or warrants of ejectment, or proceed in any other manner regarding evictions until directed by subsequent order by the Chief Justice. However, case-by-case exceptions for evictions may be made for matters that involve essential services and/or harm to person or property.

I FURTHER ORDER a moratorium in Master-in-Equity courts statewide on foreclosure hearings, foreclosure sales, writs of assistance and writs of ejectments, nor should Masters-in-Equity proceed in any other manner regarding foreclosures until directed by subsequent order by the Chief Justice.

This Order supersedes the Statewide Evictions Order dated March 17, 2020.

s/Donald W.

Beatty

Donald W. Beatty

Chief Justice of South Carolina

Columbia, South Carolina
March 18, 2020

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Pingora Loan Servicing, LLC, PLAINTIFF, vs. Laura E Kephart; 1st Franklin Financial Corporation DEFENDANT(S)

ORDER AMENDING CAPTION

(NON-JURY MORTGAGE
FORECLOSURE)

C/A NO: 2019-CP-46-02929

This foreclosure action was filed on August 28, 2019, for a foreclosure of mortgage encumbering property located in York County, South Carolina. Due to an Assignment of Mortgage dated July 12, 2021, and filed on July 12, 2021, in Mortgage Book RB 19424 at Page 407 the mortgage was last assigned to Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust I who is now the holder of the subject mortgage therein. Now, therefore, on motion of Plaintiff,

IT IS HEREBY ORDERED that Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust I be substituted for Pingora Loan Servicing, LLC as Plaintiff and the caption amended accordingly.

JUDGE'S SIGNATURE TO FOLLOW

I SO MOVE:

s/Ashley Z. Stanley
 John S. Kay S.C. Bar # 7914
 John B. Kelchner S.C. Bar #13589
 Ashley Z. Stanley S.C. Bar # 74854
 Alan M. Stewart S.C. Bar # 15576
 Sarah O. Leonard S.C. Bar #80165
 Hutchens Law Firm/Attorneys for Plaintiff
 P.O. Box 8237/Columbia, SC 29202
 803-726-2700
Ashley.Stanley@hutchenslawfirm.com
 September 10, 2021

Firm Case No: 1284127

ROA 023



York Common Pleas

Case Caption: Pingora Loan Servicing Llc VS Laura E Kephart , defendant, et al
Case Number: 2019CP4602929
Type: Order/Substitution of Parties

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2021-09-13 11:20:26 page 2 of 2

ELECTRONICALLY FILED - 2021 Sep 13 12:19 PM - YORK - COMMON PLEAS - CASE#2019CP4602929

ROA 024

YORK COUNTY, SC	
2021039906	ASSIGNMENT
RECORDING FEES	\$10.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
07-12-2021	02:06:38 PM
BK:RB 19424	PG:407-408

PREPARED BY:

C. R. Hall

RETURN TO:

C. R. Hall

2860 Exchange Blvd. # 100

Southlake TX 76092

ASSIGNMENT OF MORTGAGE

Send Any Notices To Assignee.

For Valuable Consideration, the undersigned, **PINGORA LOAN SERVICING, LLC 1819 Wazee St., Second Floor, Denver CO 80202 (Assignor)** by these presents does assign, and set over, without recourse, to **WILMINGTON SAVINGS FUND SOCIETY FSB, AS TRUSTEE FOR STANWICH MORTGAGE LOAN TRUST I 1600 South Douglass Road, Suite 110, Anaheim CA 92806 (Assignee)** the described mortgage with all interest, all liens, any rights due or to become due thereon, executed by **LAURA E KEPHART, AN UNMARRIED WOMAN** to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) AS NOMINEE FOR PHH MORTGAGE CORPORATION ITS SUCCESSORS AND ASSIGNS. Said mortgage Dated: 10/23/2015 is recorded in the State of SC, County of York on 01/19/2016, as Book 15400 Page 274
AMOUNT: \$ 83,460.00 Property Address: 3785 SALUDA ROAD, ROCK HILL, SC 29730

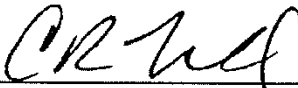
IN WITNESS WHEREOF, the undersigned entity has caused this instrument to be executed by its proper signatory.

Executed on: July 12, 2021

PINGORA LOAN SERVICING, LLC

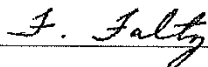
By: Liepold Harrison & Associates, PLLC its Attorney in fact

By:


 Charles R. Hall, Vice President



Witness: A. Dawson



Witness: F. Fultz

SC York

LIEPOLD/AOM/EBO019/SFR

PREPARED BY:

C. R. Hall

RETURN TO:

C. R. Hall

2860 Exchange Blvd. # 100

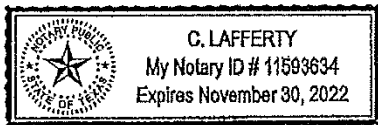
Southlake TX 76092

ASSIGNMENT OF MORTGAGE

Send Any Notices To Assignee.

State of TX, County of Tarrant

On 07/12/2021, before me, the undersigned, personally appeared Charles R. Hall, who acknowledged that he/she is Vice President of/By: Liepold Harrison & Associates, PLLC its Attorney in fact for PINGORA LOAN SERVICING, LLC and that he/she executed the foregoing instrument and that such execution was done as the free act and deed of PINGORA LOAN SERVICING, LLC By: Liepold Harrison & Associates, PLLC its Attorney in fact.



C. Lafferty

Notary public, C. Lafferty

My commission expires: November 30, 2022

SC York

LIEPOLD/AOM/EBO019/SFR

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Wilmington Savings Fund Society, FSB, as
Trustee of Stanwich Mortgage Loan Trust I,
PLAINTIFF,

vs.

Laura E. Kephart; 1st Franklin Financial
Corporation

DEFENDANT(S)

SUPPLEMENTAL ORDER TO THE
MASTER'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE

(NON-JURY MORTGAGE
FORECLOSURE)

C/A NO: 2019-CP-46-02929

Deficiency WAIVED

On February 12, 2020, this Court issued an Order and Judgment of Foreclosure and Sale (hereafter, "Judgment"). The Plaintiff has moved to supplement the Judgment(s) to reflect the adjustments in the debt figures since the Judgment was issued.

The Total Debt secured by Note and Mortgage, including interest to date shown on the Judgment, shall be supplemented to reflect the adjustments in the debt figures since the Judgment was issued

IT IS ORDERED that the Judgment of February 12, 2020 is supplemented to show the following Total Debt figures:

(a)	Total Principal due as of September 1, 2017	\$	81,010.88
(b)	Interest from August 1, 2017 through December 1, 2021 @ current interest rate of 4.375%	\$	15,358.20
(c)	Escrow Adjustments (debits or credits)	\$	13,176.30
	Insurance	\$	364.55
	PMI	\$	313.92
	Escrow Credit	(\$	852.98)
	Beginning Balance	\$	13,350.81

(d)	Bankruptcy Fees and Costs	\$	1,681.00
(e)	Prior Corporate Advances	\$	273.00
(f)	Foreclosure Costs	\$	2,225.96
(g)	Attorney Fees	\$	2,450.00
TOTAL DEBT		\$	116,175.34

IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NO: 2019-CP-46-02929

Wilmington Savings Fund Society, FSB, as Trustee of
Stanwich Mortgage Loan Trust I,
PLAINTIFF(S)

Laura E. Kephart; 1st Franklin Financial
Corporation
DEFENDANT(S)

Submitted by: John S. Kay (S.C. Bar No. 7914), John B. Kelchner (S.C. Bar No. 13589), Ashley Z. Stanley (S.C. Bar No. 74854), Alan M. Stewart (S.C. Bar No. 15576), Sarah O. Leonard (S.C. Bar No. 80165),

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 : Foreclosure Action

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))	Judgment Against (List name(s))	Judgment Amount To be Enrolled (List amount(s))
Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust I	Laura E. Kephart	\$N/A
If applicable, describe the property, including tax map information and address, referenced in the order: 3785 Saluda Road, Rock Hill, SC 29730 / TMS# 526-00-00-022		

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.

Teasa K. Weaver, Master in Equity

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:

John S. Kay (S.C. Bar No. 7914), John B. Kelchner
(S.C. Bar No. 13589), Sarah O. Leonard (S.C. Bar No.
80165), Ashley Z. Stanley (S.C. Bar No. 74854), Alan
M. Stewart (S.C. Bar No. 15576),

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.

FORM 4 ATTACHMENT

Laura E. Kephart
3785 Saluda Road
Rock Hill, SC 29730

1st Franklin Financial Corporation
c/o Virginia K. Palmer-Registered Agent
320 N. Duncan Bypass Ste. B
Union, SC 29379



York Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb VS Laura E Kephart ,
defendant, et al
Case Number: 2019CP4602929
Type: Master/Order/Supplemental Foreclosure & Sale and Form 4

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2021-12-07 15:51:17 page 6 of 6

Notice of Sale**C/A No: 2019-CP-46-02929**

BY VIRTUE OF A DECREE of the Court of Common Pleas for York County, South Carolina, heretofore issued in the case of Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust I vs. Laura E Kephart; 1st Franklin Financial Corporation I the undersigned as Master in Equity for York County, will sell on January 3, 2022 at 11:00 AM, at the 2 South Congress Street, Courtroom 2, York, SC 29745, York County Courthouse, York County, South Carolina, to the highest bidder:

Legal Description and Property Address:

ALL THAT CERTAIN piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of York being designated as Lot 4 of Cedar Brook Subdivision, as shown on a plat of property shown in Plat Book A31, Page 10 and Plat Book A 138, at Page 5 in the Office of the Clerk of Court for York County, South Carolina, to which plat reference is made for a more particular description as to metes and bounds.

THIS CONVEYANCE IS MADE SUBJECT TO ANY RESTRICTIONS, RESERVATIONS, AND AGREEMENTS, ZONING ORDINANCES OR EASEMENTS THAT MAY APPEAR OF RECORD ON THE RECORDED PLATS OR PREMISES OR WITHIN THE CHAIN OF TITLE, AND IS MADE SUBJECT TO ALL MATIERS APPARENT UPON A REASONABLE INSPECTION OF THE PREMISES. NO NEW BOUNDARY LINES ARE CREATED BY THIS CONVEYANCE.

TOGETHER with a 1997 Fleetwood Mobile Home, VIN# GAFLT34A&B24542SH12 located thereon.

THIS BEING the same property conveyed unto Laura E. Kephart by virtue of a Deed from Roger D. Duncan dated October 23, 2015 and recorded January 19, 2016 in Volume 15400 at Page 271 in the Office of the Clerk of Court for York County, South Carolina.

3785 Saluda Road
Rock Hill, SC 29730
TMS# 526-00-00-022

TERMS OF SALE: For cash. Interest at the current rate of Four and 375/1000 (4.375%) to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will,

Page 1 of 2

Firm Case No: 1284127 (JFCS.CAE)

ROA 033

upon the acceptance of his or her bid, deposit with the Master in Equity for York County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Twenty (20) days, the Master in Equity shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record.

JUDGE'S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
803-726-2700



York Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb VS Laura E Kephart ,
defendant, et al
Case Number: 2019CP4602929
Type: Master/Order/Notice of Foreclosure Sale

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2021-12-07 15:51:37 page 3 of 3

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Wilmington Savings Fund Society, FSB, as
Trustee of Stanwich Mortgage Loan Trust I,
PLAINTIFF,
vs.

Laura E Kephart; 1st Franklin Financial
Corporation

DEFENDANT(S)

SECOND SUPPLEMENTAL ORDER TO
THE MASTER'S ORDER AND
JUDGMENT OF FORECLOSURE AND
SALE

(NON-JURY MORTGAGE
FORECLOSURE)

C/A NO: 2019-CP-46-02929

Deficiency WAIVED

On February 12, 2020, this Court issued an Order and Judgment of Foreclosure and Sale (hereafter, "Judgment") and a Supplemental Order was filed on December 7, 2021. The Plaintiff has moved to supplement the Judgment(s) to reflect the adjustments in the debt figures since the Judgment was issued. A hearing on this matter was held on October 25, 2022 attended by Gregory Wooten for Plaintiff. No Defendant appeared. The affidavits and exhibits filed on October 6, 2022 were received into evidence. I find and conclude that the Total Debt secured by Note and Mortgage, including interest to date shown on the Judgment, shall be supplemented to reflect the adjustments in the debt figures since the Judgment was issued.

THEREFORE, IT IS ORDERED that the Judgment of February 12, 2020 and a Supplemental Order filed on December 7, 2021 are supplemented to show the following Total Debt figures:

- | | | | |
|-----|--|----|-----------|
| (a) | Total Principal due as of September 1, 2017 | \$ | 81,010.88 |
| (b) | Interest from August 1, 2017 through October 1, 2022 @ current interest rate of 4.375% | \$ | 18,311.70 |
| (c) | Escrow Adjustments (debits or credits) | \$ | 15,996.34 |
| | Insurance | \$ | 5,020.36 |
| | County Taxes | \$ | 6,886.99 |

	PMI	\$	2,279.12
	Escrow Credit	(\$	5,758.42)
	Beginning Balance	\$	7,568.29
(d)	Bankruptcy Fees and Costs	\$	1,681.00
(e)	BPO/Appraisal Fee	\$	1,150.00
(f)	Property Maintenance (Preservation)	\$	273.00
(g)	Miscellaneous	\$	51.10
(h)	Foreclosure Costs	\$	2,382.53
(i)	Attorney Fees	\$	2,700.00
	TOTAL DEBT	\$	123,556.55

IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NO: 2019-CP-46-02929

Wilmington Savings Fund Society, FSB, as Trustee of
Stanwich Mortgage Loan Trust I,
PLAINTIFF(S)

Laura E Kephart; 1st Franklin Financial
Corporation
DEFENDANT(S)

Submitted by: John S. Kay (S.C. Bar No. 7914), Ashley Z. Stanley (S.C. Bar No. 74854), Alan M. Stewart (S.C. Bar No. 15576), Sarah O. Leonard (S.C. Bar No. 80165), Gregory Wooten (S.C. Bar No. 73586)

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 : Foreclosure Action

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))	Judgment Against (List name(s))	Judgment Amount To be Enrolled (List amount(s))
Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust I	Laura E. Kephart	\$
If applicable, describe the property, including tax map information and address, referenced in the order: 3785 Saluda Road, Rock Hill, SC 29730 / TMS# 526-00-00-022		

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.

Teasa K. Weaver, Master in Equity

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:

John S. Kay (S.C. Bar No. 7914), Ashley Z. Stanley
(S.C. Bar No. 74854), Alan M. Stewart (S.C. Bar No.
15576), Sarah O. Leonard (S.C. Bar No. 80165),
Gregory Wooten (S.C. Bar No. 73586)

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.

FORM 4 ATTACHMENT

Laura E. Kephart
3785 Saluda Road
Rock Hill, SC 29730

1st Franklin Financial Corporation
c/o Virginia K. Palmer-Registered Agent
320 N. Duncan Bypass Ste. B
Union, SC 29379



York Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb VS Laura E Kephart ,
defendant, et al
Case Number: 2019CP4602929
Type: Master/Order/Supplemental Foreclosure & Sale and Form 4

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2022-10-31 09:45:54 page 6 of 6

Notice of Sale**C/A No: 2019-CP-46-02929**

BY VIRTUE OF A DECREE of the Court of Common Pleas for York County, South Carolina, heretofore issued in the case of Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust I vs. Laura E Kephart; 1st Franklin Financial Corporation I the undersigned as Master in Equity for York County, will sell on December 5, 2022 at 11:00 AM, at the 2 South Congress Street, Courtroom 2, York, SC 29745, York County Courthouse, York County, South Carolina, to the highest bidder:

Legal Description and Property Address:

ALL THAT CERTAIN piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of York being designated as Lot 4 of Cedar Brook Subdivision, as shown on a plat of property shown in Plat Book A31, Page 10 and Plat Book A 138, at Page 5 in the Office of the Clerk of Court for York County, South Carolina, to which plat reference is made for a more particular description as to metes and bounds.

THIS CONVEYANCE IS MADE SUBJECT TO ANY RESTRICTIONS, RESERVATIONS, AND AGREEMENTS, ZONING ORDINANCES OR EASEMENTS THAT MAY APPEAR OF RECORD ON THE RECORDED PLATS OR PREMISES OR WITHIN THE CHAIN OF TITLE, AND IS MADE SUBJECT TO ALL MATIERS APPARENT UPON A REASONABLE INSPECTION OF THE PREMISES. NO NEW BOUNDARY LINES ARE CREATED BY THIS CONVEYANCE.

TOGETHER with a 1997 Fleetwood Mobile Home, VIN# GAFLT34A&B24542SH12 located thereon.

THIS BEING the same property conveyed unto Laura E. Kephart by virtue of a Deed from Roger D. Duncan dated October 23, 2015 and recorded January 19, 2016 in Volume 15400 at Page 271 in the Office of the Clerk of Court for York County, South Carolina.

3785 Saluda Road
Rock Hill, SC 29730
TMS# 526-00-00-022

TERMS OF SALE: For certified funds. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Master in Equity for York County a certified check in the amount

equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Twenty (20) days, the Master in Equity shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record.

JUDGE'S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
803-726-2700



York Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb VS Laura E Kephart ,
defendant, et al
Case Number: 2019CP4602929
Type: Master/Order/Notice of Foreclosure Sale

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2022-10-31 09:48:50 page 3 of 3

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Wilmington Savings Fund Society, FSB, as
Trustee of Stanwich Mortgage Loan Trust I,
PLAINTIFF,

vs.

Laura E Kephart; 1st Franklin Financial
Corporation

DEFENDANT(S)

THIRD SUPPLEMENTAL ORDER TO THE
MASTER'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE

(NON-JURY MORTGAGE
FORECLOSURE)

C/A NO: 2019-CP-46-02929

Deficiency WAIVED

On February 12, 2020, this Court issued an Order and Judgment of Foreclosure and Sale (hereafter, "Judgment") a Supplemental Order was filed on December 7, 2021 and a Second Supplemental Order was filed on October 31, 2022. The Plaintiff has moved to supplement the Judgment(s) to reflect the adjustments in the debt figures since the Judgment was issued. A hearing on this matter was held on July 12, 2023, attended by Alan Stewart for Plaintiff. No Defendant appeared. Due to an error raised by counsel at the hearing, Plaintiff was allowed time to amend the affidavits filed on July 7, 2023. The amended affidavits were filed on July 18, 2023, and they are received into evidence. Based upon the evidence, the Total Debt secured by Note and Mortgage, including interest to date shown on the Judgment, shall be supplemented to reflect the adjustments in the debt figures since the Judgment was issued.

IT IS ORDERED that the Judgment of February 12, 2020, Supplemental Order filed on December 7, 2021 and Second Supplemental Order filed on October 31, 2022 are supplemented to show the following Total Debt figures:

(a)	Total Principal due as of September 1, 2017	\$	81,010.88
(b)	Interest from August 1, 2017 through July 1, 2023 @ current interest rate of 4.375%	\$	20,969.85
(c)	Escrow Adjustments (debits or credits)	\$	19,062.47
	Insurance	\$	5,789.96

County Taxes	\$	8,680.14
MIP/PMI	\$	2,782.50
Escrow Credit	(\$	5,758.42)
Beginning Balance	\$	7,568.29
(d) Bankruptcy Fees and Costs	\$	506.00
(e) BPO/Appraisal Fee	\$	1,150.00
(f) Property Maintenance (Preservation)	\$	273.00
(g) Additional Escrow "HAZ"	\$	76.96
(h) FHA Premium HUD	\$	99.66
(i) Foreclosure Costs	\$	3,294.18
(j) Attorney Fees	\$	3,350.00
TOTAL DEBT	\$	129,793.00

IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NO: 2019-CP-46-02929

Wilmington Savings Fund Society, FSB, as Trustee of
Stanwich Mortgage Loan Trust I,
PLAINTIFF(S)

Laura E Kephart; 1st Franklin Financial
Corporation
DEFENDANT(S)

Submitted by: John S. Kay (S.C. Bar No. 7914), Ashley Z. Stanley (S.C. Bar No. 74854), Alan M. Stewart (S.C. Bar No. 15576), Sarah O. Leonard (S.C. Bar No. 80165), Gregory Wooten (S.C. Bar No. 73586)

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 : Foreclosure Action

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))	Judgment Against (List name(s))	Judgment Amount To be Enrolled (List amount(s))
Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust I	Laura E. Kephart	\$
If applicable, describe the property, including tax map information and address, referenced in the order: 3785 Saluda Road, Rock Hill, SC 29730 / TMS# 526-00-00-022		

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.

Teasa K. Weaver, Master in Equity

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:

John S. Kay (S.C. Bar No. 7914), Ashley Z. Stanley (S.C. Bar No. 74854), Alan M. Stewart (S.C. Bar No. 15576), Sarah O. Leonard (S.C. Bar No. 80165), Gregory Wooten (S.C. Bar No. 73586)

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.

FORM 4 ATTACHMENT

Laura E. Kephart
3785 Saluda Road
Rock Hill, SC 29730

1st Franklin Financial Corporation
c/o Virginia K. Palmer-Registered Agent
320 N. Duncan Bypass Ste. B
Union, SC 29379



York Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb VS Laura E Kephart ,
defendant, et al
Case Number: 2019CP4602929
Type: Master/Order/Supplemental Foreclosure & Sale and Form 4

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2023-07-19 11:59:26 page 6 of 6

Notice of Sale**C/A No: 2019-CP-46-02929**

BY VIRTUE OF A DECREE of the Court of Common Pleas for York County, South Carolina, heretofore issued in the case of Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust I vs. Laura E Kephart; 1st Franklin Financial Corporation I the undersigned as Master in Equity for York County, will sell on December 4th, 2023 at 11:00 AM, at the 2 South Congress Street, Courtroom 2, York, SC 29745, York County Courthouse, York County, South Carolina, to the highest bidder:

Legal Description and Property Address:

ALL THAT CERTAIN piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of York being designated as Lot 4 of Cedar Brook Subdivision, as shown on a plat of property shown in Plat Book A31, Page 10 and Plat Book A 138, at Page 5 in the Office of the Clerk of Court for York County, South Carolina, to which plat reference is made for a more particular description as to metes and bounds.

THIS CONVEYANCE IS MADE SUBJECT TO ANY RESTRICTIONS, RESERVATIONS, AND AGREEMENTS, ZONING ORDINANCES OR EASEMENTS THAT MAY APPEAR OF RECORD ON THE RECORDED PLATS OR PREMISES OR WITHIN THE CHAIN OF TITLE, AND IS MADE SUBJECT TO ALL MATIERS APPARENT UPON A REASONABLE INSPECTION OF THE PREMISES. NO NEW BOUNDARY LINES ARE CREATED BY THIS CONVEYANCE.

TOGETHER with a 1997 Fleetwood Mobile Home, VIN# GAFLT34A&B24542SH12 located thereon.

THIS BEING the same property conveyed unto Laura E. Kephart by virtue of a Deed from Roger D. Duncan dated October 23, 2015 and recorded January 19, 2016 in Volume 15400 at Page 271 in the Office of the Clerk of Court for York County, South Carolina.

3785 Saluda Road
Rock Hill, SC 29730
TMS# 526-00-00-022

TERMS OF SALE: For cash. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Master in Equity for York County a certified check or cash in the

amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Twenty (20) days, the Master in Equity shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record.

JUDGE'S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
803-726-2700



York Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb VS Laura E Kephart ,
defendant, et al
Case Number: 2019CP4602929
Type: Master/Order/Notice of Foreclosure Sale

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2023-09-05 16:27:57 page 3 of 3

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Wilmington Savings Fund Society, FSB, as
Trustee of Stanwich Mortgage Loan Trust I,
PLAINTIFF,

vs.

Laura E. Kephart; 1st Franklin Financial
Corporation

DEFENDANT(S)

**MASTER'S REPORT OF SALE
AND DISBURSEMENT**

C/A NO: 2019-CP-46-02929

On December 4, 2023, I offered for sale at public auction, the premises that is the subject of this action, and received a high bid of \$172,000.00. Thereafter, I executed and delivered a Master's Deed to Quality Home Remodeling, Inc. and have disbursed funds as reported herein. Surplus funds will be disbursed after further proceedings pursuant to Rule 71, SCRPC.

RECEIPTS

Bid Deposit on 12/4/2023	\$8,600.00
Bid Balance on 12/7/2023	\$163,400.00

Total Received: \$172,000.00

DISBURSEMENTS

York County (1% Commission)	\$1,720.00
Clerk of Court (Satisfaction of Mortgage/Lien)	\$10.00
Plaintiff	\$132,708.92

1. Judgment	\$129,793.00
2. Publication Costs	\$768.64
3. Post judgment interest at a rate of 4.375% per annum from 7/19/2023 to 12/4/2023.	\$2,147.28

Total Disbursed: \$134,438.92

SURPLUS \$37,561.08

Judge's Signature Page to Follow



York Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb VS Laura E Kephart ,
defendant, et al

Case Number: 2019CP4602929

Type: Master/Order On Sale Of Real Estate

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2024-01-16 15:35:13 page 2 of 2

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Wilmington Savings Fund Society, FSB, as
Trustee of Stanwich Mortgage Loan Trust I,
PLAINTIFF,

vs.

Laura E. Kephart; 1st Franklin Financial
Corporation

DEFENDANT(S)

NOTICE OF SURPLUS FUNDS

C/A NO: 2019-CP-46-02929

PLEASE TAKE NOTICE that the property subject to this action was sold at public auction and resulted in **surplus funds of \$37,561.08.**

Any party to the action, or any person who had a lien on the mortgaged premises at the time of the sale, may file a claim of entitlement to the surplus funds and may have a hearing to determine such entitlement.

All claims must be verified or supported by affidavit and filed with the York County Clerk of Court within 45 days from the date of the filing of the Master's Report of Sale and Disbursement. **If your claim is not filed within the said 45-day period, your claim shall be considered abandoned and waived as to such surplus.**

Please refer to Rule 71(c) of the South Carolina Rules of Civil Procedure for further information regarding filing a claim.

JUDGE'S SIGNATURE PAGE TO FOLLOW



York Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb VS Laura E Kephart ,
defendant, et al
Case Number: 2019CP4602929
Type: Master/Notice Surplus Funds

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2024-01-16 15:35:54 page 2 of 2

ELECTRONICALLY FILED - 2024 Jan 16 4:05 PM - YORK - COMMON PLEAS - CASE#2019CP4602929

ROA 057

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	CASE NO: 2019-CP-46-02929
	)	
Wilmington Savings Fund Society	)	
FSB, as Trustee of Stanwich	)	
Mortgage Loan Trust I,	)	
	)	
Plaintiff,	)	
	)	RULE TO SHOW CAUSE
vs.	)	(Eviction)
	)	
Laura E. Kephart; 1 st Franklin	)	
Financial Corporation,	)	
	)	
Defendants,	)	
_____	)	

Upon the Petition of and Motion to this Court filed by filed By Quality Home Remodeling, Inc. as Successful Bidder and Record Title Owner by and through its attorney, Chris Karrenstein, in the above-titled action,

IT IS ORDERED that Byron A. Chavarria or any occupant of the premises located at 3785 Saluda Road, Rock Hill, SC 29730, do show cause, if you can, before the Honorable Teasa K. Weaver, Master-in-Equity for York County, at the Courtroom of the Master-in-Equity located at 2 South Congress Street, York, SC 29745, on the **28th day of February, 2024, at 11:30 a.m.** as to why a Writ of Assistance should not be issued by this Court to the Sheriff of York County of South Carolina, ordering and directing him to remove peaceably or by force Byron A. Chavarria, together with any and all persons claiming under the Defendant Laura E. Kephart and all property located within or on the subject premises described in the said Petition; and

IT IS SO ORDERED.

Date: _____, 2024
York, South Carolina

By: _____
Teasa K. Weaver
Master-in-Equity for York County



York Common Pleas

Case Caption: Wilmington Savings Fund Society Fsb VS Laura E Kephart ,
defendant, et al
Case Number: 2019CP4602929
Type: Order/Order And Rule To Show Cause

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2024-02-08 11:10:39 page 2 of 2

STATE OF SOUTH CAROLINA
COUNTY OF YORK

Quality Home Remodeling, Inc.,
PETITIONER,
v.
Byron Chavarria,
RESPONDENT.

IN RE:

Wilmington Savings Fund Society, FSB, as
Trustee of Stanwich Mortgage Loan Trust I,
PLAINTIFF,

vs.
Laura E. Kephart; 1st Franklin Financial
Corporation
DEFENDANT(S)

IN THE COURT OF COMMON PLEAS
C/A NO: 2019-CP-46-02929

**ORDER FOR
WRIT OF ASSISTANCE**

TO THE SHERIFF OF YORK COUNTY, SOUTH CAROLINA:

1. By order of this Court filed February 12, 2020, the Court decreed that:

“9. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of York County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said property without delay, and to keep said successful bidder or his assigns in such peaceable possession”.

2. The successful bidder was the Quality Home Remodeling, Inc., which complied with its bid in full and obtained a deed to the subject property.

3. Byron A. Chavarria, or others claiming through the Defendant Laura E. Kephart, still occupy the subject premises, **3785 Saluda Road, Rock Hill, SC 29730**, and there is personal property apparently belonging to the occupants in the subject premises.

NOW, THEREFORE, upon motion of Petitioner,

IT IS ORDERED that you do eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, put the successful bidder or his assigns in full, quiet, and peaceable possession of said premises on or after **1:00 P.M. on April 8, 2024**, and to keep said successful bidder or its assigns in such peaceable possession.

Judge Signature Page to Follow



York Common Pleas

Case Caption: Pingora Loan Servicing Llc , plaintiff, et al VS Laura E Kephart ,
defendant, et al
Case Number: 2019CP4602929
Type: Master/Order/Writ of Assistance

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2024-03-06 18:33:57 page 2 of 2

ELECTRONICALLY FILED - 2024 Mar 07 8:31 AM - YORK - COMMON PLEAS - CASE#2019CP4602929

ROA 061

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Wilmington Savings Fund Society, FSB, as
Trustee of Stanwich Mortgage Loan Trust I,

PLAINTIFF,

vs.

Laura E. Kephart; 1st Franklin Financial
Corporation,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2019-CP46-02929

NOTICE OF HEARING

(SURPLUS FUNDS)

PLEASE TAKE NOTICE that a hearing will be held before the York County Master in Equity on Thursday, March 28, 2024 at 11:30 AM at the York County Courthouse located at 2 South Congress Street, York, South Carolina. This hearing will determine the disbursement of surplus funds in the amount of \$37,561.08. A corporation or LLC must be represented in court by an attorney.

Judge's Signature Page to Follow



York Common Pleas

Case Caption: Pingora Loan Servicing Llc , plaintiff, et al VS Laura E Kephart ,
defendant, et al
Case Number: 2019CP4602929
Type: Notice/Notice of Hearing

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2024-03-07 16:13:19 page 2 of 2

STATE OF SOUTH CAROLINA

COUNTY OF YORK

Wilmington Savings Fund Society, FSB, as
Trustee of Stanwich Mortgage Loan Trust I,

PLAINTIFF,

vs.

Laura E. Kephart; 1st Franklin Financial
Corporation,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

CASE NO. 2019-CP46-02929

**ORDER DISBURSING
SURPLUS FUNDS**

This matter came before me for a hearing on March 28, 2024 regarding surplus funds in the amount of \$37,561.08, resulting from a foreclosure sale. Present at the hearing was Defendant Laura E. Kephart, appearing pro se. Also present was Byron Chavarria with his attorney, Andrea Solorzano Johnson. No other party or claimants appeared.

At the hearing, the Affidavit of Byron Chavarria, filed on February 13, 2024, was received into evidence. Also, the court took judicial notice of a quitclaim deed recorded with the York County Register of Deeds in Book 18118 at page 245.¹ At the court's request, Kephart provided testimony. No other witnesses were called.

After due notice of surplus funds was served, two claims of entitlement were filed: one by the mortgagor, Kephart; and the other by Chavarria. Along with his surplus claim, Chavarria filed a motion to intervene pursuant to Rule 24, SCRPC.

FINDINGS OF FACT

1. Plaintiff filed a Lis Pendens, Summons and Complaint on August 28, 2019.
2. Plaintiff instituted this action to foreclose upon a note and mortgage executed by Kephart in October 2015 regarding real property located at 3785 Saluda Road, Rock Hill, South Carolina, with Tax Map No. 526-00-00-022 (hereinafter "property").

¹ A copy of the deed is in the record as exhibit A to a brief filed on February 26, 2024 regarding a writ of assistance.

3. As shown in an affidavit of non-service, the process server attested that the property was vacant. Kephart was later served by publication.
4. On February 12, 2020, an order was filed granting a judgment of foreclosure and sale in favor of Plaintiff (hereinafter "Order").
5. The sale was scheduled to occur on April 6, 2020, but was stayed due to the statewide moratorium.
6. At the time judgment was entered in February 2020, Kephart was the record owner of the property.
7. A few weeks following the Order, a quitclaim deed was recorded on March 6, 2020 with the York County Register of Deeds in Book 18118, page 245. This deed shows that Kephart conveyed the property to Robin Hood Investments, LLC ("LLC") in exchange for \$5.00.
8. According to Kephart's testimony, Dennis Lepka, on behalf of the LLC, approached her claiming that he could assist her with keeping her home by negotiating on her behalf with Plaintiff.
9. Kephart does not remember signing the above referenced deed, but admitted that she signed several documents brought to her by Lepka. Kephart testified that no one else was present when she signed these documents, such as a notary. Kephart received a total of \$1,000.00 from the LLC. Kephart was not residing in the home at this time.
10. On March 5, 2020, Chavarria, and the LLC, executed a contract to purchase the property. The contract is entitled "LEASE AGREEMENT WITH OPTION TO PURCHASE REAL ESTATE", and was received into evidence along with Chavarria's affidavit (hereinafter "lease or "agreement").
11. According to the lease, the purchase price was \$125,000.00, to be paid by a deposit of \$30,000.00, and monthly payments of \$1,000.00. Chavarria paid the LLC a total of \$85,000.00. This amount includes the \$30,000.00 deposit.
12. Section 10 of the lease agreement notified Chavarria there was a mortgage on the property in the amount of \$80,000.00.
13. Section 10 further provides: "The [LLC] further agrees to keep all mortgages, liens, taxes or other encumbrances on the property, current and in good standing. [Chavarria] shall have the right to make payment on same in the event that [LLC] becomes delinquent or otherwise defaults on such payments, and subtract the amount of payments from the balance due [the LLC]."

14. Section 14(b) of the lease reads: “A TITLE SEARCH Will be ordered immediately by [Chavarria]... If the title is unmarketable [Chavarria] will then have the option to void this agreement or proceed as agreed herewith”.
15. Chavarria and his family moved into the property in April 2020.
16. Chavarria made improvements to the property valued at \$16,325.00.
17. Kephart testified that she was not aware of the agreement between Chavarria and the LLC, and that she received no funds from Chavarria.
18. No evidence was presented that Chavarria made payments to Kephart, or the mortgagee.
19. The property was sold at public auction on December 4, 2023.
20. Chavarria filed his motion and claim on February 13, 2024.

CONCLUSIONS OF LAW

Rule 71(c), SCRCP provides that “[a]ny party to the action, or any person who had a lien on the mortgaged premises at the time of the sale, upon filing ... a claim of entitlement ... may have a hearing to determine such entitlement.” Since Chavarria is neither a party nor a lienholder, he includes a motion to intervene with his claim. After reviewing the factors outlined in *Davis v. Jennings*², I conclude that Chavarria’s Rule 24 is untimely.

The lis pendens was filed prior to the execution of the lease in March 2020. Almost four years have passed since Chavarria knew or should have known of his interest in this action. See S.C. Code Ann. § 15-11-20. The motion was made after judgment was entered, and no sufficient reason was offered for the delay. See *National Loan & Exchange Bank of Greenwood v. Gustafson*, 164 S.C. 203, 162 S.E. 264 (1932) (There must be a strong showing to justify a motion filed after final judgment.). “[F]ailure to satisfy any one of the four requirements precludes intervention”. *Ex parte Reichlyn*, 310 S.C. 495, 500, 427 S.E.2d 661, 664 (1993). Nonetheless, even if the motion was granted, Chavarria has failed to prove entitlement to surplus funds.

Chavarria asserts that he is entitled to surplus funds based upon his equitable interests in the property, which include the amount he spent on improvements (\$16,325.00), and the amounts paid to the LLC toward purchasing the property (\$41,000.00). Equitable relief is generally available only where there is no adequate remedy at law. *Key Corporate Capital, Inc. v. County*

² The factors include: (1) the time that has passed since the applicant knew or should have known of his or her interest in the suit; (2) the reason for the delay; (3) the stage to which the litigation has progressed; and (4) the prejudice the original parties would suffer from granting intervention and the applicant would suffer from denial”. 304 S.C. 502, 405 S.E.2d 601 (1991).

of *Beaufort*, 373 S.C. 55, 644 S.E.2d 675 (2007). In this case, the lease provided adequate remedy for the amounts Chavarria alleges that he is owed.

In section 10 of the lease, it was agreed that the LLC would keep any mortgage in good standing, and if not, Chavarria “shall have the right to make payment on the same ... and subtract the amount of the payments from the balance due [the LLC] at closing of the sale of the property”. In section 9 of the lease, Chavarria may seek reimbursement for improvements, in the event that he exercised the option to purchase, and the LLC failed to convey the property. Moreover, Chavarria agreed in section 14, to conduct a title search, and if said search revealed the property to be “unmarketable”, he had the option to void the agreement. Also, there was more than ample time for him to have pursued a remedy outlined in the lease, or remove the encumbrance before the sale. “[I]t is not proper to seek equitable relief where no pursuit has been made of available contractual remedies because equity aids the vigilant and not those who slumber on their rights”. See *Nutt Corp. v. Howell Road, LLC*, 396 S.C. 323, 329, 721 S.E.2d 447, 450 (Ct. App. 2011, citing *Witmer v. Exxon Corp.*, 260 Pa.Super. 537, 394 A.2d 1276, 1286 (1978).

Furthermore, Kephart did not, by the deed or otherwise, assign or transfer her right to surplus. The property sold at foreclosure sale for \$172,000.00. As shown on the face of the deed from Kephart to the LLC, the consideration paid by the LLC for the property was \$5.00. This is not valuable consideration for the property. Chavarria reviewed this deed prior to entering the lease. The LLC did not assume an obligation for the debt, and no evidence was presented that the LLC transferred any funds paid by Chavarria to the mortgagee. Likewise, Chavarria did not assume personal obligation regarding the debt owed, or make payments to Kephart or to the mortgagee. Thus, I conclude that all surplus funds should be paid to Kephart, as the mortgagor. See Rule 71(c), SCRCP (“In the event no claims are filed against the surplus funds, the fund shall be paid over to the mortgagor”).

THEREFORE, IT IS ORDERED that Chavarria’s Rule 24 motion, and his surplus claim, are denied, and the surplus funds of \$37,561.08 shall be disbursed to Laura E. Kephart.

Judge’s Signature Page to Follow



York Common Pleas

Case Caption: Pingora Loan Servicing Llc , plaintiff, et al VS Laura E Kephart ,
defendant, et al
Case Number: 2019CP4602929
Type: Master/Order Surplus Funds

So Ordered

s/ Teasa K. Weaver 3084

Electronically signed on 2024-05-24 12:14:39 page 5 of 5

ELECTRONICALLY FILED - 2024 May 24 12:33 PM - YORK - COMMON PLEAS - CASE#2019CP4602929

ROA 068

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Pingora Loan Servicing, LLC,
PLAINTIFF,
vs.
Laura E. Kephart; 1st Franklin Financial
Corporation
DEFENDANT(S)

SUMMONS
(NON-JURY MORTGAGE
FORECLOSURE)
C/A NO:
DEFICIENCY WAIVED

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, P.O. Box 8237, Columbia, SC 29202, within thirty (30) days after service hereof, except as to the United States of America, which shall have Sixty (60) days, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, or otherwise appear and defend, the Plaintiff in this action will apply to the Court for the relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

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

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

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this cause to the Master-in-Equity or Special Referee in/for this County, which Order shall, pursuant to Rule 53 of the South

Carolina Rules of Civil Procedure, specifically provide that the said Master in Equity or Special Referee is authorized and empowered to enter a final judgment in this cause with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCAR, effective June 1, 1999.

s/ Ashley Z. Stanley

August 27, 2019

John S. Kay (S.C. Bar No. 7914)

John B. Kelchner (S.C. Bar No. 13589)

Ashley Z. Stanley (S.C. Bar No. 74854)

Alan M. Stewart (S.C. Bar No. 15576)

Sarah O. Leonard (S.C. Bar No. 80165)

James D. Floyd (S.C. Bar No. 101035)

Attorneys for Plaintiff

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STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Pingora Loan Servicing, LLC, PLAINTIFF, vs. Laura E. Kephart; 1st Franklin Financial Corporation DEFENDANT(S)
--

COMPLAINT
(NON-JURY MORTGAGE
FORECLOSURE)

C/A NO:

DEFICIENCY WAIVED

The Plaintiff, complaining of the Defendants above-named would respectfully show unto this Honorable Court:

1. That the Plaintiff is a limited liability company organized and existing under and by virtue of the laws of Colorado; and that the Defendant, Laura E. Kephart, is upon information and belief, a citizen and resident of the State of South Carolina.

That the Defendant, 1st Franklin Financial Corporation, is upon information and belief a corporation organized and existing under the laws of Georgia.

2. Any Defendant described herein as a judgment creditor(s) has, by filing the judgment(s), designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of Section 15-35-840 of the S.C. Code of Laws (1976) as amended.

3. That the real property hereinafter described, which is the subject of this action, is situated and located in the County of York, State of South Carolina.

4. That on or about October 23, 2015, for value received, Laura E. Kephart, did execute and deliver to PHH Mortgage Corporation, a certain promissory note in writing according to the terms and conditions set out therein, wherein and whereby said Laura E. Kephart promised to pay to PHH Mortgage Corporation the sum of Eighty-Three Thousand Four Hundred Sixty Dollars and No Cents (\$83,460.00), together with interest thereon at the rate of Four and 375/1000 percent (4.375%) per annum.

5. That in order to better secure the payments of the said note and debt, in accordance with the terms and conditions thereof, Laura E. Kephart, did execute and deliver on October 23, 2015 unto Mortgage Electronic Registration Systems, Inc., as nominee for PHH Mortgage Corporation, its successors and assigns, a mortgage covering the following described property:

Legal description and property address:

ALL THAT CERTAIN piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of York being designated as Lot 4 of Cedar Brook Subdivision, as shown on a plat of property shown in Plat Book A31, Page 10 and Plat Book A 138, at Page 5 in the Office of the Clerk of Court for York County, South Carolina, to which plat reference is made for a more particular description as to metes and bounds.

THIS CONVEYANCE IS MADE SUBJECT TO ANY RESTRICTIONS, RESERVATIONS, AND AGREEMENTS, ZONING ORDINANCES OR EASEMENTS THAT MAY APPEAR OF RECORD ON THE RECORDED PLATS OR PREMISES OR WITHIN THE CHAIN OF TITLE, AND IS MADE SUBJECT TO ALL MATIERS APPARENT UPON A REASONABLE INSPECTION OF THE PREMISES. NO NEW BOUNDARY LINES ARE CREATED BY THIS CONVEYANCE.

TOGETHER with a 1997 Fleetwood Mobile Home, VIN# GAFLT34A&B24542SH12 located thereon.

THIS BEING the same property conveyed unto Laura E. Kephart by virtue of a Deed from Roger D. Duncan dated October 23, 2015 and recorded January 19, 2016 in Volume 15400 at Page 271 in the Office of the Clerk of Court for York County, South Carolina.

3785 Saluda Road
Rock Hill, SC 29730
TMS# 526-00-00-022

6. Thereafter said mortgage was recorded in Mortgage Volume 15400 at Page 274 on January 19, 2016 in the Office of the Clerk of Court of York County.

7. Thereafter, by virtue of an assignment dated July 30, 2018, recorded July 30, 2018, in Mortgage Book RB 17104 at Page 478, Mortgage Electronic Registration Systems, Inc.,

as nominee for PHH Mortgage Corporation, its successors and assigns, assigned said mortgage unto PHH Mortgage Corporation.

8. Thereafter, by virtue of an assignment dated April 5, 2019, recorded April 15, 2019, in Mortgage Book RB 17493 at Page 132, PHH Mortgage Corporation, assigned said mortgage unto Pingora Loan Servicing, LLC, making Pingora Loan Servicing, LLC the present lien holder and Plaintiff herein.

9. The above referenced instrument constitutes a first mortgage lien and is a purchase money mortgage with the proceeds of the loan being used to purchase the property above described.

10. Pursuant to South Carolina law, Plaintiff is entitled to enforce the terms of the subject note and mortgage.

11. The manufactured home described as a 1997 Fleetwood Mobile Home, VIN# GAFLT34A&B24542SH12 has been affixed to the real property described herein and the certificate of title to the manufactured home has been retired with the South Carolina Department of Motor Vehicles pursuant to South Carolina Section 56-19-500 et al, by that certain Manufactured Home Affidavit For Retirement of Title Certificate dated January 25, 2012 and recorded February 2, 2012 in Volume 12416 at Page 221 in the Office of the Clerk of Court for York County, South Carolina.

12. The records of the South Carolina Department of Motor Vehicles have been searched for a 1997 Fleetwood Mobile Home, VIN# GAFLT34A&B24542SH12 and it has been verified that the Certificate of Title for the mobile/manufactured home has been detitled/retired with said agency.

13. That the Defendant, 1st Franklin Financial Corporation, is made a party by virtue of a judgment against Laura E. Kephart in the amount of One Thousand Three Hundred Ninety-Two Dollars and Sixty-Two Cents (\$1,392.62), dated April 13, 2017, filed May 22, 2017 with the York County Clerk of Court's Office, and identified as Case # 2017-CP-46-01508. Said lien is junior in priority to the Plaintiff's first mortgage lien.

14. According to the terms and conditions of the said note and mortgage, it is provided that in the event of default in the payment of any installment when due, and if such default is not made good prior to the due date of the next such installment, the entire principal and accrued interest shall at once become due and payable without notice at the option of the

holder, and if the same should be placed in the hands of an attorney for collection, all costs of collection, including a reasonable attorney's fee, would be secured by the said mortgage as a part of the debt secured thereby.

15. That under the terms and conditions of said mortgage, it is provided that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured thereby, the mortgagor will pay to the mortgagee, on the payment due date each month until the said note is fully paid, certain additional sums, including but not limited to, certain amounts for fire and other hazard insurance and taxes and assessments due on the mortgaged premises.

16. Further, under the terms and conditions of said mortgage, it was agreed that the mortgagor would pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions for which provisions were not otherwise made, and if they failed to do so, the mortgagee might pay same, which amount, together with interest thereon, would be secured by said mortgage.

17. According to the terms of said mortgage, and as additional security, the mortgagor assigned all rents, issues and profits of the mortgaged premises from and after any default there under, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors or assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, toward the debt secured by said mortgage.

18. The monthly payments due on said note and mortgage are in default since September 1, 2017. Therefore, the conditions of said note and mortgage have been broken and the Plaintiff elects to, and does declare, the entire balance of said indebtedness due and payable. There is due on said note and mortgage as of September 1, 2017 the sum of Eighty-One Thousand Ten Dollars and Eighty-Eight Cents (\$81,010.88), interest at the rate of Four and 375/1000 percent (4.375%) per annum from August 1, 2017 and the costs of collection associated with this action, including attorney's fees.

19. That the Plaintiff specifically waives its rights to a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due to the Plaintiff, including costs and attorney fees.

20. The loan is not applicable for the Home Affordable Modification Program as that program sunset on December 31, 2016.

21. That upon information and belief, certain costs for inspecting and securing the subject property have been incurred by the Plaintiff as a result of this delinquency and Plaintiff is informed and believes it is entitled to reimbursement for such charges, if any.

22. The notice of consumer's right to cure, as contemplated under S.C. Code Sections 37-5-110 and 37-5-111, has been given or is not required, and all conditions precedent to the acceleration of the debt and foreclosure of the mortgage have been performed or have occurred.

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

(1) That the amount due upon the said note and mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.

(2) That the said Plaintiff's mortgage be declared a purchase money mortgage and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action.

(3) That the mortgaged premises be sold under the direction of this court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale.

Second, to the payment and discharge of the amount due on Plaintiff's note and mortgage, together with attorney's fees as aforesaid, and

Third, the surplus, if any, be distributed according to law.

(4) For an Order directing and empowering the Sheriff of York County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

(5) For an Order granting the appointment of a receiver to secure and supervise the rental of the property sought to be foreclosed.

(6) For reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(7) For an order satisfying any prior liens that may be of record, but have been paid in full.

(8) For such other and further relief as may be just and proper.

s/ Ashley Z. Stanley

August 27, 2019

John S. Kay (S.C. Bar No. 7914)

John B. Kelchner (S.C. Bar No. 13589)

Ashley Z. Stanley (S.C. Bar No. 74854)

Alan M. Stewart (S.C. Bar No. 15576)

Sarah O. Leonard (S.C. Bar No. 80165)

James D. Floyd (S.C. Bar No. 101035)

Attorneys for Plaintiff

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STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Pingora Loan Servicing, LLC,
PLAINTIFF,
vs.

Laura E. Kephart; 1st Franklin
Financial Corporation

DEFENDANT(S)

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO:

DEFICIENCY WAIVED

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant for foreclosure of a certain mortgage of real estate given by Laura E. Kephart to Mortgage Electronic Registration Systems, Inc., as nominee for PHH Mortgage Corporation, its successors and assigns in the amount of Eighty-Three Thousand Four Hundred Sixty Dollars and No Cents (\$83,460.00), dated October 23, 2015 and recorded, in the Office of the Clerk of Court for York County in Mortgage Volume 15400 at Page 274 on January 19, 2016.

Thereafter, by virtue of an assignment dated July 30, 2018, recorded July 30, 2018, in Mortgage Book RB 17104 at Page 478, Mortgage Electronic Registration Systems, Inc., as nominee for PHH Mortgage Corporation, its successors and assigns, assigned said mortgage unto PHH Mortgage Corporation.

Thereafter, by virtue of an assignment dated April 5, 2019, recorded April 15, 2019, in Mortgage Book RB 17493 at Page 132, PHH Mortgage Corporation, assigned said mortgage unto Pingora Loan Servicing, LLC, making Pingora Loan Servicing, LLC the present lien holder and Plaintiff herein.

The premises covered and affected by the said mortgage as by the foreclosure thereof, were, at the time of the making thereof, and at the time of the filing of this Notice, described as follows:

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

ALL THAT CERTAIN piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of York being designated as Lot 4 of Cedar Brook Subdivision, as shown on a plat of property shown in Plat Book A31, Page 10 and Plat Book A 138, at Page 5 in the Office of the Clerk of Court for York County, South Carolina, to which plat reference is made for a more particular description as to metes and bounds.

THIS CONVEYANCE IS MADE SUBJECT TO ANY RESTRICTIONS, RESERVATIONS, AND AGREEMENTS, ZONING ORDINANCES OR EASEMENTS THAT MAY APPEAR OF RECORD ON THE RECORDED PLATS OR PREMISES OR WITHIN THE CHAIN OF TITLE, AND IS MADE SUBJECT TO ALL MATIERS APPARENT UPON A REASONABLE INSPECTION OF THE PREMISES. NO NEW BOUNDARY LINES ARE CREATED BY THIS CONVEYANCE.

TOGETHER with a 1997 Fleetwood Mobile Home, VIN# GAFLT34A&B24542SH12 located thereon.

THIS BEING the same property conveyed unto Laura E. Kephart by virtue of a Deed from Roger D. Duncan dated October 23, 2015 and recorded January 19, 2016 in Volume 15400 at Page 271 in the Office of the Clerk of Court for York County, South Carolina.

3785 Saluda Road
Rock Hill, SC 29730
TMS# 526-00-00-022

s/ Ashley Z. Stanley

August 27, 2019

John S. Kay (S.C. Bar No. 7914)
John B. Kelchner (S.C. Bar No. 13589)
Ashley Z. Stanley (S.C. Bar No. 74854)
Alan M. Stewart (S.C. Bar No. 15576)
Sarah O. Leonard (S.C. Bar No. 80165)
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STATE OF SOUTH CAROLINA

COUNTY OF YORK

PINGORA LOAN SERVICING, LLC
PLAINTIFF,

vs.

LAURA E. KEPHART
DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 2019CP4602929

**AFFIDAVIT OF DILIGENT SEARCH
AND INQUIRY**

I, Tiara Tillman, an employee of ProVest Services LLC ("ProVest"), having been duly sworn on my oath, depose and state as follows:

1. That I am over the age of 18 and do not have an interest in the legal action captioned above.
2. That I have made a diligent search and inquiry to discover the current residence and whereabouts of the Subject named below by using data obtained from nationally recognized data aggregators as well as skip trace industry best practices and proprietary investigative techniques so that the Subject could be located and served with legal process in the above captioned legal action. After a diligent search and inquiry, the residence and whereabouts of the Subject are unknown to me.

SUBJECT/DEFENDANT NAME: LAURA E. KEPHART

LAST KNOWN ADDRESS OF SUBJECT: 3785 SALUDA ROAD ROCK HILL SC 29730

The efforts made to locate the Subject, as are set forth with particularity below, are based on my personal knowledge and upon my review of ProVest's business records, which are memorandum, reports, records, or data compilations of acts and events made at or near the time by, or from information transmitted by, a person with knowledge, that are kept in the course of a regularly conducted ProVest business activity ("Business Records").

A: INQUIRY OF SOCIAL SECURITY INFORMATION:
SOCIAL SECURITY NUMBER ("SSN"): XXX-XX-XXXX

1. **INQUIRY SHOWS SSN# WITH ADDRESSES OF:**
3785 SALUDA ROAD ROCK HILL SC 29730
2512 CHERBOUGH WAY APT G Gastonia NC 28056 6552
2. **BANKRUPTCY SEARCH:**
No current record found.

PROVEST CASE ID: 5617540

B: EMPLOYMENT SEARCH:

No verifiable employment could be located for the defendant.

C: INQUIRY OF ADDRESS:

1. Inquiry of neighbors at last known address:
No phone listings found for possible nearby neighbors.
2. Inquiry of relatives of Subject:
No phone listings found for possible relatives.
3. Tax collector's records in area where Subject was last known to reside:
3785 SALUDA RD ROCK HILL SC 29730

D: TELEPHONE INFORMATION SEARCH:

1. Telephone listings in the last known location(s) of Subject's residence:
No phone number listed..
2. Statewide directory assistance search:
No phone number listed.
3. Other phone search:
803-357-4136- Left message on voicemail. Voicemail identifies Laura.
704-975-0307- "We're sorry, your call could not be completed at this time."
704-975-3454- There was no answer, no message left. No voicemail setup.

E: INQUIRY OF STATE DEPARTMENT OF MOTOR VEHICLES:

1. Driver license records in the state of Subject's last known address:
2512 CHERBOUGH WAY APT G, GASTONIA NC 28056-6552, GASTON COUNTY
2. Department of motor vehicles records in the state of Subject's last known address:
3785 SALUDA RD, ROCK HILL, SC 29730 9209

F: OTHER INQUIRIES:

1. Tax assessor's records in the area where Subject was last known to reside:
A SEARCH WAS COMPLETED ON THE PROPERTY ADDRESS AT 3785 SALUDA RD ROCK HILL SC 29730 AND IT WAS FOUND THAT KEPHART LAURA E IS THE OWNER OF THE PROPERTY. FURTHERMORE, THE MAILING ADDRESS OF THE SAID PROPERTY IS 3785 SALUDA RD ROCK HILL SC 29730.
2. Voter registration in area where the Subject was last known to reside:
No record found.

PROVEST CASE ID: 5617540

3. U.S. POSTAL SERVICE CHANGE OF ADDRESS SEARCH: ProVest maintains records pertaining to searches for individuals made in the regular course of its business. Such records include inquiry into change of address records which are on file with the U.S. Postal Service. In this matter, ProVest's business records show that ProVest searched for a change of address record as to the following names and/or addresses with the following results:
2512 CHERBOUGH WAY APT G | GASTONIA | NC | 28056 6552 | GASTON COUNTY
3785 SALUDA ROAD | ROCK HILL | SC | 29730 | YORK COUNTY
NO CHANGE OF ADDRESS ORDER RECEIVED TO DATE.
4. Regulatory agencies for professional or occupational licensing:
No record found.
5. Inquiry to determine if Subject is in military service:
No record found.
6. Nationwide masterfile death search:
No record found.
7. Internet search:
Google: No additional information found for the defendant.

Facebook: No verifiable record found for the defendant.

Linked in: No verifiable record found for the defendant.

G: CORRECTIONAL FACILITIES SEARCHES:

1. Federal prison records search:
NO RECORD FOUND.
2. Department of corrections in the state of Subject's last known address:
NO RECORD FOUND.
3. County jail records search in the county of Subject's last known address:
NO RECORD FOUND.

H: PUBLIC RECORDS SEARCH:

1. Marriage and divorce records search:
No record found.
2. Traffic infraction search:
No record found.
3. All other court searches:
No additional information found for the defendant.

PROVEST CASE ID: 5617540

I: ADDITIONAL EFFORTS MADE TO LOCATE SUBJECT:

NO ADDITIONAL INFORMATION FOUND.

J: ATTEMPTS TO SERVE PROCESS AND RESULTS:

My review of ProVest's Business Records indicates that, on different times and dates, service of process was attempted on the Subject by one or more Process Servers at the addresses, dates and times indicated below with the following results:

Process server attempted service at: 3785 SALUDA ROAD ROCK HILL SC 29730

Process server states: NON-SERVICE UNOCCUPIED; PROPERTY IS VACANT, UTILITIES ARE NOT ON, GRASS IS OVERGROWN, NO CARS IN DRIVEWAY.

Process server attempted service at: 2512 CHERBOUGH WAY APT G Gastonia NC 28056 6552

Process server states: I SPOKE WITH RESIDENT, HISPANIC FEMALE ABOUT 26 YEARS OLD, SHE SAID SHE HAS BEEN LIVING HERE ABOUT FIVE YEARS AND DOES NOT KNOW LAURA KEPHART.

PROVEST CASE ID: 5617540

ROA 082

K: CONTACT WITH THE OCCUPANT OF PREMISES:

3785 SALUDA ROAD ROCK HILL SC 29730: UNOCCUPIED; PROPERTY IS VACANT, UTILITIES ARE NOT ON, GRASS IS OVERGROWN, NO CARS IN DRIVEWAY.

Under penalties of perjury, I, the Affiant, declare that I have read the foregoing Affidavit of Diligent Search and Inquiry and that the facts stated in it are true.

AFFIANT

Oiana Tillman
Tiara Tillman PV File# 1284127
ProVest Services LLC
4520 Seedling Circle
Tampa, FL 33614
(813) 250-6450

9/19/2019
Date

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn (or affirmed) to and signed before me on SEP 19 2019 by Affiant.



Barbara A. Banks
Commission # GG143444
Expires: May 09, 2020
Bonded thru Aaron Notary

Barbara A Banks
Notary Public, State of Florida

Barbara A Banks
Printed Name of Notary Public as Commissioned

☒ Personally known to me or ☐ Produced _____ as identification

PROVEST CASE ID: 5617540

ROA 083

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Pingora Loan Servicing, LLC,
PLAINTIFF,

vs.

Laura E Kephart; 1st Franklin
Financial Corporation
DEFENDANT(S)

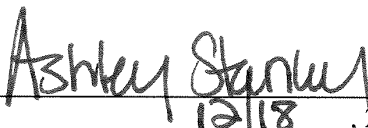
AFFIDAVIT OF DEFAULT

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2019-CP-46-02929

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

That he is one of the attorneys for the Plaintiff above named; that the Summons and Complaint were served upon the Defendants Laura E Kephart; and 1st Franklin Financial Corporation, and that more than Thirty (30) days have expired, since such service during which time the Defendants Laura E Kephart; and 1st Franklin Financial Corporation, have failed to answer, appear or otherwise plead in this cause and, consequently, said Defendants are now in default.


12/18, 2019

John S. Kay S.C. Bar # 7914
John B. Kelchner S.C. Bar #13589
Ashley Z. Stanley S.C. Bar #74854
Alan M. Stewart S.C. Bar #15576
Sarah O. Leonard S.C. Bar #80165
Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
803-726-2700
Attorneys for Plaintiff

SWORN to before me this
18th day of Dec., 2019

 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 3-29-26

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Pingora Loan Servicing, LLC,
PLAINTIFF,

vs.

Laura E Kephart; 1st Franklin Financial
Corporation

DEFENDANT(S)

NOTICE OF HEARING

C/A NO: 2019-CP-46-02929

DEFICIENCY WAIVED

A hearing has been scheduled in this matter before Teasa K. Weaver Master in Equity for York County at 2 South Congress Street, Courtroom 2, York, SC 29745 on **February 11, 2020 at 11:00 AM**. You will take notice that the Plaintiff's attorney intends to submit written testimony on behalf of the Plaintiff pursuant to South Carolina Code Ann. §14-11-110 (as amended).

s/ Sarah O. Leonard
January 23, 2020
Sarah O. Leonard (S.C. Bar No. 80165)
Attorneys for Plaintiff
Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
803-726-2700
sarah.leonard@hutchenslawfirm.com

ELECTRONICALLY FILED - 2020 Jan 27 4:34 PM - YORK - COMMON PLEAS - CASE#2019CP4602929

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

Pingora Loan Servicing, LLC,

PLAINTIFF,

vs.

Laura E Kephart; 1st Franklin Financial
Corporation

DEFENDANT(S)

CERTIFICATE OF MAILING

C/A NO: 2019-CP-46-02929

DEFICIENCY WAIVED

I certify that I **Tiffanie Watson** have deposited on this date in the US Mail, with proper first class postage attached, a copy of this hearing notice to each of the defendants above at the following address(es):

Laura E. Kephart
3785 Saluda Road
Rock Hill, SC 29730

1st Franklin Financial Corporation
c/o Virginia K. Palmer-Registered Agent
320 N. Duncan Bypass Ste. B
Union, SC 29379

This the 24 date of January, 2020.

BY: Tiffanie Watson
Tiffanie Watson

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, **except as stated below in the instance of bankruptcy protection.**

IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

CERTIFICATE OF SALES DECREE

CERTIFICATE OF SERVICE
(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2019-CP-46-02929

DEFICIENCY WAIVED

Pingora Loan Servicing, LLC,
PLAINTIFF,
vs.

Laura E Kephart; 1st Franklin Financial
Corporation

DEFENDANT(S)

I, the undersigned, do hereby certify that on today's date, I served on the person(s) below a copy of the Decree of Foreclosure and Sale in the above-referenced case by depositing same in the United States Mail with sufficient postage affixed and addressed as follows:

Laura E. Kephart
3785 Saluda Road
Rock Hill, SC 29730

1st Franklin Financial Corporation
c/o Virginia K. Palmer-Registered Agent
320 N. Duncan Bypass Ste. B
Union, SC 29379



Tiffanie Watson
Foreclosure Sales
Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202

Columbia, South Carolina
March 10, 2020

	Beaufort Gazette Belleville News-Democrat Bellingham Herald Bradenton Herald Centre Daily Times Charlotte Observer Columbus Ledger-Enquirer Fresno Bee	The Herald - Rock Hill Herald Sun - Durham Idaho Statesman Island Packet Kansas City Star Lexington Herald-Leader Merced Sun-Star Miami Herald	el Nuevo Herald - Miami Modesto Bee Raleigh News & Observer The Olympian Sacramento Bee Fort Worth Star-Telegram The State - Columbia Sun Herald - Biloxi	Sun News - Myrtle Beach The News Tribune Tacoma The Telegraph - Macon San Luis Obispo Tribune Tri-City Herald Wichita Eagle
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AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
10264	346304	Print Legal Ad-IPL00979440 - IPL0097944		\$722.01	1	81 L

Attention: H. Terry Hutchens
 HUTCHENS LAW FIRM
 P.O. BOX 8237
 COLUMBIA, SC 29202

STATE OF SOUTH CAROLINA

County of York

Notice of Sale
C/A No: 2019-CP-46-02929
 BY VIRTUE OF A DECREE of the Court of Common Pleas for York County, South Carolina, heretofore issued in the case of Wilmington Savings Fund Society, FSB, as Trustee of Starwich Mortgage Loan Trust I vs. Laura E. Kephart, 1st Franklin Financial Corporation I the undersigned as Master in Equity for York County, will sell on December 5, 2022 at 11:00 AM, at the 2 South Congress Street, Courtroom 2, York, SC 29745, York County Courthouse, York County, South Carolina, to the highest bidder.

Legal Description and Property Address:
 ALL THAT CERTAIN piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of York being designated as Lot 4 of Cedar Brook Subdivision, as shown on a plat of property shown in Plat Book A31, Page 10 and Plat Book A 136, at Page 5 in the Office of the Clerk of Court for York County, South Carolina, to which plat reference is made for a more particular description as to metes and bounds.

THIS CONVEYANCE IS MADE SUBJECT TO ANY RESTRICTIONS, RESERVATIONS, AND AGREEMENTS, ZONING ORDINANCES OR EASEMENTS THAT MAY APPEAR OF RECORD ON THE RECORDED PLATS OR PREMISES OR WITHIN THE CHAIN OF TITLE, AND IS MADE SUBJECT TO ALL MATTERS APPARENT UPON A REASONABLE INSPECTION OF THE PREMISES. NO NEW BOUNDARY LINES ARE CREATED BY THIS CONVEYANCE.

TOGETHER with a 1997 Fleetwood Mobile Home, VIN# GARLT34AAB24542SH12 located thereon.

THIS BEING the same property conveyed unto Laura E. Kephart by virtue of a Deed from Roger D. Duncan dated October 23, 2015 and recorded January 19, 2016 in Volume 15400 at Page 271 in the Office of the Clerk of Court for York County, South Carolina.

3785 Satulda Road
 Rock Hill, SC 29730
 TMS# 526-00-00-022

TERMS OF SALE: For cash. Interest at the current rate of 4.576% to be paid on balance of bid from date of sale to date of completion. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Master in Equity for York County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any results of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Twenty (20) days, the Master in Equity shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser, who shall comply with the terms of sale, shall be obtained, such sales to be made at the risk of the former purchaser. Since a personal or deficiency judgment is waived, the bidding will not remain open but compliance with the bid may be made immediately. If the Plaintiff or the Plaintiff's representative does not appear at the above-described sale, then the sale of the property will be null, void, and of no force and effect. In such event, the sale will be rescheduled for the next available sales day. Plaintiff may waive any of its rights prior to sale. Sold subject to taxes and assessments, existing easements and restrictions of record.

JUDGE'S SIGNATURE PAGE TO FOLLOW

Hutchens Law Firm LLP
 P.O. Box 8237
 Columbia, SC 29202
 803-729-2700
 IPL0097944
 Nov 18, 2022

I, Tara Pennington, makes oath that the advertisement, was duly published in the aforesaid newspaper published in York County, State and County aforesaid, in the issue(s) of Rock Hill, York Co., SC for

3 insertion(s) published on:

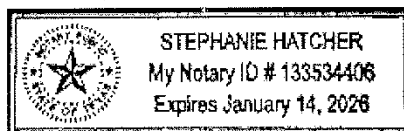
11/18/22, 11/25/22, 12/02/22


 Tara Pennington

Sworn to and subscribed before me this 2nd day of December in the year of 2022



Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!

1284127

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

CERTIFICATE OF SALES DECREE

CERTIFICATE OF SERVICE
(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2019-CP-46-02929

DEFICIENCY WAIVED

Wilmington Savings Fund Society, FSB, as
Trustee of Stanwich Mortgage Loan Trust I,
PLAINTIFF,

vs.

Laura E Kephart; 1st Franklin Financial
Corporation

DEFENDANT(S)

I, the undersigned, do hereby certify that on today's date, I served on the person(s) below a copy of the Decree of Foreclosure and Sale and the Notice of Sale in the above-referenced case by depositing same in the United States Mail with sufficient postage affixed and addressed as follows:

Laura E. Kephart
3785 Saluda Road
Rock Hill, SC 29730

1st Franklin Financial Corporation
c/o Virginia K. Palmer-Registered Agent
320 N. Duncan Bypass Ste. B
Union, SC 29379



Autumn Wilks
Foreclosure Processor
Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202

Columbia, South Carolina
November 16, 2023

STATE OF SOUTH CAROLINA
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS

CERTIFICATE OF SALES DECREE

CERTIFICATE OF SERVICE
(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2019-CP-46-02929

DEFICIENCY WAIVED

Wilmington Savings Fund Society, FSB, as
Trustee of Stanwich Mortgage Loan Trust I,
PLAINTIFF,

vs.

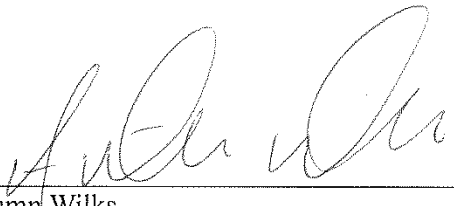
Laura E Kephart; 1st Franklin Financial
Corporation

DEFENDANT(S)

I, the undersigned, do hereby certify that on today's date, I served on the person(s) below a copy of the Decree of Foreclosure and Sale and the Notice of Sale in the above-referenced case by depositing same in the United States Mail with sufficient postage affixed and addressed as follows:

Laura E. Kephart
3785 Saluda Road
Rock Hill, SC 29730

1st Franklin Financial Corporation
c/o Virginia K. Palmer-Registered Agent
320 N. Duncan Bypass Ste. B
Union, SC 29379


Autumn Wilks
Foreclosure Processor
Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202

Columbia, South Carolina
November 21, 2023



University of Miami
P.O. Box 2437
Columbia, SC 29202
803-726-2161
FAX 47459
http://www.soc.miami.edu

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	CASE NO: 2019-CP-46-02929
	)	
Wilmington Savings Fund Society	)	
FSB, as Trustee of Stanwich	)	
Mortgage Loan Trust I,	)	
	)	
Plaintiff,	)	
	)	PETITION FOR RULE TO SHOW CAUSE
vs.	)	Filed By Quality Home Remodeling, Inc. as
	)	Successful Bidder and Record Title Owner
Laura E. Kephart; 1 st Franklin	)	
Financial Corporation,	)	
	)	
Defendants,	)	
	)	

COMES NOW the Quality Home Remodeling, Inc. as successful bidder and as record title owner (hereinafter the "Movant"), by and through its undersigned attorney, and applies to the Court for a Rule to Show Cause in the matter herein, and in support thereof shows unto this Honorable Court as follows:

1. The Plaintiff commenced a foreclosure action, as captioned above, against the Defendant Laura E. Kephart (hereinafter "Defendant Kephart") for the purpose of foreclosing that certain mortgage recorded January 19, 2016, in Book 15400 at Page 274, York County Public Registry, covering the following described property (hereinafter the "Property"):

ALL THAT CERTAIN piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of York being designated as Lot 4 of Cedar Brook Subdivision, as shown on a plat of property shown in Plat Book A31, Page 10 and Plat Book A 138, at Page 5 in the Office of the Clerk of Court for York County, South Carolina, to which plat reference is made for a more particular description as to metes and bounds.

THIS CONVEYANCE IS MADE SUBJECT TO ANY RESTRICTIONS, RESERVATIONS, AND AGREEMENTS, ZONING ORDINANCES FOR EASEMENTS THAT MAY APPEAR OF RECORD ON THE RECORDED PLATS PR PREMISES OR WITHIN THE CHAIN OF TITLE, AND IS MADE SUBJECT TO ALL MATIERS APPARENT UPON A REASONABLE INSPECTION OF THE PREMISES, NO NEW BOUNDARY LINES ARE CREATED BY THIS CONVEYANCE.

TOGETHER with a 1997 Fleetwood Mobile Home, VIN# GAFLT34A&B24542SH12 located thereon.

THIS BEING the same property conveyed unto Laura E. Kephart by virtue of a Deed from Roger D. Duncan dated October 23, 2015 and recorded January 19, 2016 in Volume 15400 at Page 271 in the Office of the Clerk of Court for York County, South Carolina.

3785 Saluda Road
 Rock Hill, SC 29730
 TMS# 526-00-00-022

2. Defendant 1st Franklin Financial Corporation was made a party by virtue of a subordinate judgment lien against Defendant Kephart as set forth in previous pleadings in this action.
3. Plaintiff duly filed its Lis Pendens regarding the Property on August 28, 2019, and filed its Summons and Complaint on the same day.
4. At the date and time of the filing of the said Lis Pendens, Defendant Kephart was the sole owner of the Property in fee simple.
5. Pursuant to Rule 53, SCRCF, the above-captioned matter was referred to the Honorable Teasa K. Weaver, Master-in-Equity for York County to make appropriate findings of fact and conclusions of law with authority to enter Final Judgment, conduct a Foreclosure Sale and retain jurisdiction for supplemental proceedings including issuance of a Writ of Assistance in the cause.
6. Following a hearing on February 11, 2020, the “Master’s Order and Judgment of Foreclosure and Sale” in this matter was entered and filed on record on February 12, 2020. The said Order of this Court decrees, inter alia:
7.
 - A) that the Plaintiff’s mortgage is a first mortgage lien;
 - B) that the Property be sold by the Master at public auction;
 - C) that “in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of York County is ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued ... in full, quiet and peaceable possession of said property without delay, and to keep said successful bidder ... in such peaceable possession”; and
 - D) that “each Defendant and all persons whomsoever claiming under him, her or them, be forever barred and foreclosed of all right, title, interest and equity of redemption in said mortgaged premises so sold, or any part thereof”; and
 - E) that the “Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance”.
8. Following the entry of the Master’s foreclosure order, Defendant Kephart quitclaimed her interest in the Property for no consideration to Robin Hood Investments, LLC by deed dated March 4, 2020, and recorded March 6, 2020, in Book 18118 at Page 245, York County Public Registry, and, upon allegations received by the Movant, on or about March 5, 2020, Robin Hood Investments, LLC entered into an unrecorded lease purchase agreement for the Property with Byron A. Chavarria.

9. Neither Robin Hood Investments, LLC nor Byron A. Chavarria made any appearance in the above-captioned matter.
10. Defendant Kephart filed for bankruptcy protection under Chapter 13 of the United States Bankruptcy Code on December 5, 2022 and subsequently surrendered any interest in the Property through her Chapter 13 Plan.
11. The public auction foreclosure sale of the Property was held on December 4, 2023 wherein the Movant became the successful bidder.
12. The Movant complied with its bid in full and became the deeded owner of the Property, which deed was recorded December 7, 2023 in Book 21075 at Page 204, York County Public Registry.
13. Byron A. Chavarria or others claiming through Defendant Kephart still occupies the subject Property located at 3785 Saluda Road, Rock Hill, SC 29730 and there is personal property apparently belonging to the occupants in the subject premises.
14. Neither Mr. Chavarria nor any other person or entity has any interest in the Property that is bona fide, for value or for valuable consideration.
15. Movant is informed and believes that it is entitled to possession of the Property as the successful bidder at the foreclosure sale and deeded owner of the Property.
16. Movant moves that the Court issue a Writ of Assistance ordering and directing the Sheriff of York County to eject and remove from the premises the occupants of the Property sold, which is located at 3785 Saluda Road, Rock Hill, SC 29730, together with all personal property located thereon, and put the Movant, Quality Home Remodeling, Inc., in peaceable possession of the Property.
17. The Movant is informed and believes that should personal service not be effected that copies of the Petition, Rule to Show Cause and Writ of Assistance be posted in a conspicuous place at or near the front entrance of the subject premises.
18. Further, service on Defendant Kephart of this Motion is not necessary because she has quitclaimed her interest in the Property to a third party and has surrendered her interest therein in her bankruptcy filing.

WHEREFORE, Movant prays the Court issue its Rule to Show Cause, requiring Robin Hood Investments, LLC and/or Byron A. Chavarria and/or anyone else claiming through Defendant Kephart to show cause why a Writ of Assistance should not be issued to the Sheriff of York County to eject and remove from the premises the occupants of the Property, which is located at 3785 Saluda Road, Rock Hill, SC 29730, together with all personal property located thereon, and put the Movant in peaceable possession of the said premises.

S/ Chris Karrenstein
Chris Karrenstein
Attorney for Movant
SC Bar #12618
10590 Independence Pointe Pkwy. #200
Matthews, NC 28105
704-364-6464

February 6, 2024

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	)	
	)	
Wilmington Savings Fund Society, FSB,	)	
Trustee of Stanwich Mortgage Loan	)	CASE NO: 2019-CP-46-02929
Trust I,	)	
	)	
Plaintiff	)	
	)	
vs.	)	MOTION OF BYRON A. CHAVARRIA
	)	TO INTERVENE AND CLAIM FOR
	)	SURPLUS FUNDS
Laura Kephart; and 1 st Franklin Financial,	)	
Corporation,	)	
	)	
	)	
Defendant(s).	)	

TO: HUTCHENS LAW FIRM LLP, ATTORNEY FOR PLAINTIFF; LAURA
KEPHART, DEFENDANT; AND 1ST FRANKLIN FINANCIAL CORPORATION,
DEFENDANT:

PLEASE TAKE NOTICE THAT Byron A. Chavarria (hereinafter “Mr. Chavarria”), by
and through undersigned counsel, moves before the Master in Equity to intervene in this action
and hereby asserts and sets forth his claim for entitlement to receive surplus funds.

This motion and claim are based upon the pleadings and filings herein, principles of equity,
the common and statutory law of the State of South Carolina, applicable Rules of Civil Procedure,
and the Affidavit of Byron Chavarria filed herewith.

NATURE OF CLAIM & CALCULATION OF AMOUNT CLAIMED

Anyone shall be permitted to intervene in an action when his interests are not already
represented by any existing parties, the applicant claims an interest relating to the property which
is the subject of the action, and when he is so situated that the disposition of the action may impair
or impede his ability to protect that interest. Rule 24, SCRPC.

Mr. Chavarria claims an equitable interest in the real property located at 3785 Saluda Road, Rock Hill, SC 29730 (hereinafter the “Property”) and his interests are not represented by the existing parties to this action. Defendant Kephart conveyed her legal interest in the subject property to Robin Hood Investments, LLC and his successors and assigns by deed dated March 4, 2020 and recorded on March 6, 2020 in Deed Book 18118, Page 245 in the York County Register of Deeds Office (**Exhibit A**). Robin Hood Investments LLC, by and through its agent, Dennis Lepka, thereafter contracted with Mr. Chavarria on or about March 5, 2020 and entered into a Lease Agreement with the Option to Purchase the Property (hereinafter the “Agreement”). Mr. Chavarria was provided with a copy of the recorded Deed confirming title in the name of Robin Hood Investments, LLC at the time of signing the Agreement. Mr. Chavarria and his family have lived at the Property since on or about mid-April 2020 and have undertaken extensive repairs and renovations at their own cost, fully believing that legal title to the Property would be conveyed to Mr. Chavarria upon full satisfaction of payments throughout the term stated in the Agreement.

Pursuant to Rule 71 (C), SCRPC, “any party to the action...upon filing with the master or other officer conducting the sale a claim of entitlement to the surplus fund, may have a hearing to determine such entitlement.” Mr. Chavarria respectfully requests consideration of his claim to the surplus funds held by the Clerk of Court in this action as he is an equitable interest owner of the Property. Pursuant to the terms of the Agreement, Chavarria agreed to a purchase price of \$125,000 for the Property and paid an option fee to Robin Hood Investments, LLC in the amount of **\$30,000.00** (see Affidavit of Byron A. Chavarria, para. 5). It was specifically stated in the Agreement that any payments above \$1,000 would go towards the principal. On ten separate occasions between April 2020 and December 2023, Mr. Chavarria made extra payments which totaled **\$11,000.00** (see Affidavit of Byron A. Chavarria, para. 10). Mr. Chavarria also requests the Court to consider that he has spent approximately **\$16,325.00** for improvements and renovations to the Property (see Affidavit of Byron A. Chavarria, para. 6, 7, 8).

If there are no claims filed against the surplus funds, Rule 71 (C), SCRCF on its face requires payment to the mortgagor. Foreclosure actions are actions in equity and the delivery of surplus funds to Defendant Kephart would be inequitable under the circumstances involved.

WHEREFORE, Mr. Chavarria prays that this Court distribute to undersigned attorney, Andrea Solorzano Johnson of Solorzano Johnson Law, LLC all surplus funds, to the extent of the availability of surplus funds after payment of that priority claim of Defendant 1st Franklin Financial Corporation.

Respectfully submitted,

By: s/Andrea Solorzano Johnson
Andrea Solorzano Johnson, SC Bar #104970
Solorzano Johnson Law, LLC
111 Clebourne Street, Suite 230
Fort Mill, SC 29715
Phone: (803) 721-8889

ATTORNEY FOR BYRON A. CHAVARRIA

February 13, 2024.
Fort Mill, South Carolina



2020009709

DRAWN BY:
Donovan M. Steltzner, Esq.
STELTZNER LAW, PC
454 S. Anderson Road
Suite 302, BTC Box 519
Rock Hill, SC 29730

RETURN TO:
Robin Hood Investments, LLC
862 Cherry Road
Rock Hill SC 29730

DEED
 RECORDING FEES \$15.00
 STATE TAX \$0.00
 COUNTY TAX \$0.00
 PRESENTED & RECORDED:

03-06-2020 01:14:04 PM

BK: RB 18118

PG: 245 - 247

DAVID HAMILTON
 CLERK OF COURT
 YORK COUNTY, SC
 BY: CHRISTY BENFIELD DEPUTY CLERK

YORK COUNTY ASSESSOR

Tax Map:

526-00-00-022

Date: 03/06/2020

E H

This deed was prepared by Donovan M. Steltzner, SC Bar #71991, who certifies that it was prepared in accordance with applicable local, state and federal law. This deed was drafted without benefit of a title examination. The attorney was retained by Grantor and/or its agents for the limited purposes of drafting a deed per Grantor's requirements in compliance with South Carolina law, and is thus the full extent of his involvement in this transaction.

STATE OF SOUTH CAROLINA

COUNTY OF YORK

)
)
)

QUITCLAIM DEED
 (TITLE TO REAL ESTATE)

KNOWN ALL MEN BY THESE PRESENTS that **LAURA E. KEPHART** (hereinafter "Grantor"), in consideration of the sum of FIVE AND NO/100 DOLLARS (\$5.00), the receipt of which is hereby acknowledged, granted, bargained, sold and released, and by these presents grants, bargains, sells and releases unto **ROBIN HOOD INVESTMENTS, LLC** (hereinafter "Grantee"), a South Carolina limited liability company, its successors and/or assigns forever, all of the Grantor's remaining interest in the following-described real property, to-wit:

All that certain piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of York being designated as Lot 4 of Cedar Brook Subdivision, as shown on a plat of property shown in Plat Book A31 at Page 10 and Plat Book A 138 at Page 5 in the Office of the Clerk of Court for York County, South Carolina.

This being the identical property conveyed to Laura E. Kephart by deed of Roger D. Duncan, dated October 23, 2015, and recorded on January 19, 2016 in Record Book 15400, Page 271, York County Records.

TMS 526-00-00-022

PROPERTY ADDRESS: 3785 Saluda Road, Rock Hill SC 29730

GRANTEE'S ADDRESS: 862 Cherry Road, Rock Hill SC 29732

South Carolina Grant Deed - Page 1 of 3

RB BK 18118 PG 245

ROA 099

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

This conveyance is made together with all singular the rights, members, hereditaments and appurtenances to said premises belonging or in any way incident or appertaining.

TO HAVE AN TO HOLD, all and singular, the said premises/property unto the said Grantee, their heirs and/or assigns forever.

IN WITNESS WHEREOF, the undersigned has executed this deed, this 4th day of MARCH 2020

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Carlton W Jones
Witness (may NOT be the notary)

Vashti M. Encarnacion
Witness 2 (MAY be the Notary)

Laura E. Kephart
Laura E. Kephart

STATE OF SOUTH CAROLINA

COUNTY OF YORK

I, Vashti M. Encarnacion a Notary Public for the State and County aforesaid, do hereby certify that Laura E. Kephart personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 4th day of March, 2020

Vashti M. Encarnacion
Notary Public, State of South Carolina
My Commission Expires March 31, 2025

VASHTI M. ENCARNACION
Notary Public, State of South Carolina
My Commission Expires 3/31/2025

South Carolina Grant Deed - Page 2 of 3

STATE OF SOUTH CAROLINA

)

AFFIDAVIT

COUNTY OF YORK

)

)

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

1. I understand the information on this affidavit.
2. The property being transferred is located at 3785 Saluda Road, Rock Hill, SC 29730 bearing York County Tax Map Number 526-00-00-022, was transferred by Laura E. Kephart to Robin Hood Investments, LLC on 03/04/2020 (date).
3. The deed is exempt from the deed recording fee because this is a gift transfer with no consideration (exemption #1).
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as the grantor.
5. 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.

Laura E. Kephart
 Laura E. Kephart, Grantor, as
 Responsible Person Connected with the Transaction

SWORN BEFORE ME THIS 4TH Day of March, 2020

Vashti M. Encarnacion
 Notary Public, State of South Carolina
 My Commission Expires March 31, 2025

VASHTI M. ENCARNACION
 Notary Public, State of South Carolina
 My Commission Expires 3/31/2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	)	
	)	
Wilmington Savings Fund Society, FSB,	)	
Trustee of Stanwich Mortgage Loan	)	CASE NO: 2019-CP-46-02929
Trust I,	)	
	)	
Plaintiff	)	
	)	
vs.	)	AFFIDAVIT OF
	)	BYRON A. CHAVARRIA IN SUPPORT
	)	OF CLAIM FOR SURPLUS FUNDS
Laura Kephart; and 1 st Franklin Financial	)	
Corporation,	)	
	)	
	)	
Defendant(s).	)	

Personally appeared before me Byron A. Chavarria, who, being of sound mind, after being duly sworn, deposes and states the following based on his own knowledge and belief:

1. My name is Byron Antonio Chavarria Cano and my present home address is 3785 Saluda Road, Rock Hill, SC 29730 (hereinafter the "Property").
2. I have lived at the Property with my wife and three children since on or about mid-April 2020.
3. On or about March 5, 2020, I met with Dennis Lepka to sign the contract for the purchase of the Property (attached as **Exhibit A** is a copy of the Lease Agreement with Option to Purchase Real Estate). Dennis Lepka identified himself as the owner of Robinhood Investments, LLC.
4. On or about March 5, 2020 when I met with Dennis Lepka, we agreed to a total purchase price of \$125,000 for the Property and I agreed to make a down payment in the amount of \$30,000. The balance of the purchase price was financed by Dennis Lepka, Robinhood

Investments, LLC and I agreed to make monthly payments in the amount of \$1,000 directly to him.

5. Per the terms of the purchase contract, I made the first cash payment of \$20,000 to Dennis Lepka on the same day I signed the contract for purchase of the Property (**Exhibit B**) and made the second cash payment of \$10,000 on March 16, 2020 (**Exhibit C**).
6. When we first visited the property prior to signing the contract for purchase, the Property was visibly abandoned. There was no front door attached to the mobile home and the Property was completely trashed. Prior to moving in with my family, I cleaned up the Property and had to repair the well to make the Property habitable for my family. I spent approximately \$2,800.00 for the filtration/purification system for the well and had a friend from church help with the installation.
7. Since moving in, I've made certain improvements and renovations, including but not limited to the following: installed three (3) new windows; painted throughout both exterior and interior of Property; replaced all the flooring; renovated the back porch area; replaced or installed new kitchen cabinets and granite countertops; purchased and installed new water heater; and installed a fence on the Property. I have done most of the work myself and have not had to pay for labor. However, I estimate that I have spent approximately \$9,025.00 for materials relating to all those repair/renovation projects.
8. On or about June 2021, we had leak in our guest bathroom. This forced us to hire someone to complete a renovation of the guest bathroom at the Property. On or about June 2021, I hired Edwin Paniagua of Gastonia, NC for this work. The renovation included drywall, replacing the flooring and subflooring, and replacing the bathtub and toilet. My wife and I paid Mr. Paniagua \$4,500.00 for this work.

9. I have paid Dennis Lepka/Robinhood Investments, LLC a total of \$85,000 from March 2020 to November 2023 per the terms of our agreement or contract. My last payment was on November 3, 2023 in the amount of \$1,000. I stopped making payments in December 2023 because Dennis Lepka stopped answering my text messages and I found out that he was in prison.
10. While I was only required to pay \$1,000 on a monthly basis per the terms of the Lease Agreement with Option to Purchase Real Estate, I made extra payments in the amount of **\$11,000** on the dates noted below:
- April 2020- \$1,000 extra payment (Total Payment: \$2,000)
 - August 1, 2020- \$1,000 extra payment (Total Payment: \$2,000)
 - November 2, 2020- \$1,000 extra payment (Total Payment: \$2,000)
 - May 3, 2021- \$1,000 extra payment (Total Payment: \$2,000)
 - June 1, 2021- \$1,000 extra payment (Total Payment: \$2,000) (**Exhibit D**)
 - August 31, 2021- \$1,000 extra payment (Total Payment: \$2,000) (**Exhibit E**)
 - October 2, 2021- \$1,000 extra payment (Total Payment: \$2,000)
 - March 1, 2022- \$1,000 extra payment (Total Payment: \$2,000)
 - May 1, 2022- \$1,000 extra payment (Total Payment: \$2,000)
 - April 2, 2023- \$2,000 extra payment (Total Payment: \$3,000)
11. I respectfully request that any available surplus funds be awarded to me given all the facts involved with our purchase of the Property as stated in this Affidavit.

[SIGNATURE PAGE FOLLOWS]

Further Affiant sayeth not.

Byron Chavarria
Byron A. Chavarria

Sworn to and subscribed before me this

06 day of February 2024.

Lyric Chapman

Notary Public for the State of South Carolina

My Commission expires 08-03-33





The LEASE AGREEMENT WITH OPTION TO PURCHASE REAL ESTATE (hereinafter referred to as the Lease/option is made on 5th day of MARCH, 2020, by and between the following parties: RYAN A CHAVARRIA

located at 3285 SALIDA RD STATE 15112 hereinafter referred to as the Tenant/Buyer; and ROBERTO J. CHAVARRIA located at 3285 N. CHEROKEE RD ROCK HILL SC hereinafter referred to as the Landlord/Seller.

In consideration of the mutual promise and covenants herein, the parties hereby agree as follows:

- (1) **DESCRIPTION:** The Landlord/Seller agrees to lease, and the Tenant/Buyer agrees to rent the real property and the improvements, located at: 3285 SALIDA ROAD, ROCK HILL SC 29733 more fully described as follows: BUYER TO PAY FOR 6 MONTHS * \$20,000 TERM ON 03/05/2020 AND AUTOMATICALLY OVER \$1,000 GOES TOWARDS PRINCIPLE. WITHIN 15 DAYS, BUYER WILL GIVE ANOTHER \$10,000, WHICH WILL GO TOWARDS PRINCIPLE hereinafter referred to as the "Property".
- (2) **TERM:** The term of this Lease/Option shall be for a period of 120 months commencing on MARCH 120 20 and ending on 03/05/2020. The Term will be automatically extended for 0 periods of 0 months, unless Tenant/Buyer gives notice to the Landlord/Seller of its intent to terminate this Lease/Option, by mailing a written notice to the last provided address of the Landlord/Seller, or until such time as Tenant/Buyer exercise its option to purchase the property. Liability for payment will not extend beyond notice to terminate this agreement.
- (3) **POSSESSION:** Possession shall be delivered by keys and physical possession given to the Tenant/Buyer on 03/05/2020
- (4) **RENT:** Tenant/Buyer agrees to pay the lender of Landlord/Seller's current mortgage or trust deed, the sum of \$ 1,000 per month, with the first payment beginning APRIL 15 2020 as rent for the Property, for the term of this Lease/Option, and during any extension thereof. All rental payments shall be due and payable in advance of the 10th day of each and every month. An amount equal to \$ 0 for each month in which rent was paid, shall be credited to the Tenant/Buyer and applied to the purchase price of the Property in the event that the Tenant/Buyer exercises its option hereunder.
- (5) **OPTION TO PURCHASE:** The Tenant/Buyer, as part of the consideration herein, is hereby granted by the Landlord/Seller exclusive right, option, and privilege of purchasing the Property at any time during the term of this Lease/Option or any extension thereof.
- (6) **LIQUIDATED DAMAGES:** Should Tenant/Buyer default on this agreement, Landlord/Seller shall keep all monies paid as liquidated damages.
- (7) **COVENANTS OF TENANT/BUYER:** Commencing with entering the term of this agreement, including extensions, the Tenant/Buyer hereby covenants and agrees as follows:
 - (a) The Tenant/Buyer will pay all utility charges and bills, including but not limited to Water, sewer, gas, oil, and electric which may be assessed or charged against the Property.
 - (b) The Tenant/Buyer will not use the Property for any unlawful purpose and that the Tenant/Buyer will conform to and obey all laws, ordinances, rules, regulations, requirements and orders of all Federal, State and Local governmental authorities, agencies, departments, bureaus, boards or officials, respecting the use of the Property; and
 - (c) That the Tenant/Buyer will surrender and deliver up the Property, at the end of the term or any extensions thereof, should the option herein not be exercised, in as good order and condition as the same now exists, reasonable use and natural wear and tear excepted.
- (8) **COVENANTS OF THE LANDLORD/SELLER:** The Landlord/Seller hereby covenants and agrees as follows:
 - (a) That the BUYER Landlord/Seller Shall pay for and Maintain fire and extended coverage insurance on the Property in the minimum amount of \$ 150,000. The Tenant/Buyer shall be named as an additional insured or loss payee on the insurance policy and copy of which shall be provided to the Tenant/Buyer.
 - (b) That the Tenant/Buyer is entitled to the quiet enjoyment of the Property without any interference or interruption by Landlord/Seller or its representatives.

(9) **COST OF IMPROVEMENTS:** In the event the Tenant/Buyer exercises the option to purchase set forth in paragraph 4, above, and through no fault of the Tenant/Buyer, the Landlord/Seller fails to convey said Property to Tenant/buyer in accordance with the terms of this Lease/Option, the Tenant/Buyer, in addition to any other rights which Tenant/Buyer may have in law or equity for the enforcement of Tenant/Buyer's option to purchase, shall be entitled to reimbursement for the cost of all repairs, maintenance, and improvements.

(10) **FURTHER ENCUMBRANCES:** The Landlord/Seller hereby warrants the total of the leases, options, mortgages, liens, and any other encumbrances against the Property, whether of public record or not, are as follows:

(a) A first mortgage in favor of ELMSTADT in the approximate amount of \$ 80,000

(b) Current taxes for 3785 SALINA RD in the amount of \$ 1,715.12 due on 01/15/2024

(c) Other items (Specify) ROCK HILL, SC 29730

The landlord/Seller shall not lease to any other third party, nor to assign, sell, option, transfer, pledge, or otherwise to convey any or all rights or interests had by Landlord/Seller in the Property or in this Lease/Option, nor to further encumber the Property nor allow the same to occur. Violation of this paragraph shall be considered a material breach of this Lease/Option. The Landlord/Seller further agrees to keep all mortgages, liens, taxes, or other encumbrances on the property, current and in good standing. Tenant/buyer shall have the right to make payment on same in the event that Landlord/Seller becomes delinquent or otherwise defaults on such payments, and subtract the amount of the payments from the balance due Landlord/Seller at closing of the sale of the property.

(11) **RIGHT OF ASSIGNMENT:** The Tenant/Buyer may sublet the Property, and/or assign, sell, transfer, pledge, or otherwise convey any or all rights or interest which the Tenant/Buyer may have in the Property or in this Lease/Option. Any such assignments will release original Tenant/Buyer from any and liability and substitute assignee in his/her or its place.

(12) **MAINTENANCE AND REPAIRS:** The Tenant/Buyer accepts the Property "AS IS" on the date of execution of this Lease/Option except for terms listed in paragraph 14. As of the effective date, the Tenant/Buyer shall be responsible for all maintenance and repair upon said Property, both interior and exterior. The Tenant/Buyer shall have the right to make such repairs, maintenance, and improvements as Tenant/Buyer shall deem necessary, proper, or desirable. The Tenant/Buyer shall pay the cost of all such improvements, except that any electric, plumbing, heating or cooling systems that is not in workable condition at the inception of this Lease/Option will be repaired by the Landlord/Seller at its expense within sixty (60) days' notice from Tenant/Buyer. If the Landlord/Seller refuses to make such repairs, Tenant/Buyer will have option of either voiding this agreement by written notice to the Landlord/Seller or making such repairs and (a) receiving a reimbursement from the next monthly payment or, (b) receiving a credit against the purchase price plus interest at 10% per annum from date of payment.

(13) **BINDING AGREEMENTS:** The parties hereto agree that this Lease/Option comprises the entire agreement of the parties and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Lease/Option may not be amended except in a writing executed by all the parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to the entering this Lease/Option other than what is expressly written herein. This Lease/Option shall be binding upon the parties, their heirs, executors, administrators, personal representatives, successors, or assigns.

(14) **SPECIAL PROVISIONS:**

(a) The Landlord/Seller will complete the following by N/A or this Lease/Option will become null and void and all monies paid by Tenant/Buyer will be immediately refunded by Landlord/Seller or, at Tenant/Buyer's option, Tenant/Buyer may accept the Lease/Option and completed the items listed below, and the cost of same will be recovered as provided for in paragraph 12:

(b) A TITLE SEARCH will be ordered immediately by the Tenant/Buyer. This cost will be done by the Tenant/Buyer unless it is discovered that Landlord/Seller has unmarketable title in which case the Landlord/Seller

will reimburse Tenant/Buyer to cost of the search. If the title is unmarketable the Tenant/Buyer will then have the option to void this agreement or proceed as agreed herewith.

OPTION PURCHASE TERMS

(15) PRICE AND TERMS: The Tenant/Buyer agrees to pay for said Property in the sum of \$ 125,000 less any sums for which the Tenant/Buyer is entitled to claim as reimbursement or offset in accordance with this Lease/Option, the net sum to be paid in cash, certified check, or cashier's check at closing.

(16) INCLUDED IN THIS PURCHASE: The Property shall also include all land, together with all improvements thereon, all appurtenant rights, privileges, easements, buildings, fixtures, heating, electrical, plumbing, air conditioning fixtures and facilities, window shades, venetian blinds, awnings, curtain rods, screens, storm windows and doors, affixed mirrors, wall-to-wall carpeting, built-in kitchen appliances, bathroom fixtures, radio and television aerials, landscaping and shrubbery, water softeners, garage door openers and operating devices, and all utility or storage buildings or sheds, range and refrigerator. The Property shall also include the following items.

(17) TITLE: The Landlord/Seller shall convey marketable title to the Property with the above described inclusions, by General Warranty Deed free, clear, and unencumbered except existing mortgages, restrictions and easements of record shown in paragraph 10.

(18) CLOSING: The Deed shall be delivered and the purchase money shall be paid at a time and place of Tenant/Buyer's choice, no later than 60 days after notifications to the Landlord/Seller of the Tenant/Buyer's exercise of the option.

(19) COST AND PROVISIONS: The following items shall be prorated the Landlord/Seller and the Tenant/Buyer as of date of closing. (a) All Real estate taxes and assessments; (b) Interest on encumbrances assumed or taken over by Tenant/Buyer with both parties having responsibility for such items as follows:

Landlord/Seller will pay:

All closing costs

Tenant/Buyer will pay:

N/A

(20) INSURANCE: While this Lease/Option is in effect, the Landlord/Seller shall maintain fire and extended coverage upon the Property, and immediately convert the owner occupied (if applicable) policy to a non-owner occupied policy. In the event of the entire or partial loss, damage or destruction of the Property, the Tenant/Buyer may at its Option (a) proceed with the closing and accept the insurance proceeds for said damage. Or (b) declare this Lease/Option null and void, releasing both parties from and obligations hereunder, except for the return or reimbursable expenses previously paid by the Tenant/Buyer which amounts shall be responsible for obtaining fire and extended coverage insurance on the Property effective on the closing date.

(21) LEGAL: In the event that any legal proceeding is brought to enforce any right or obligation under this Lease/Option, the parties each agree to waive their right to a jury trial. In addition, the prevailing party shall recover its reasonable court cost and attorney fees from the non-prevailing party.

IN WITNESS WHEREOF,

The parties hereto, have set their hands to this Lease/Option on 24 day of MARCH 2020

WITNESS

Robert J. [Signature]
Landlord/Seller

[Signature]
Landlord/Seller

Byron ch
Buyer/Tenant

Byron chavarria
Buyer/Tenant



RECEIPT

No.00034553

DATE 03/05/2024

FROM BYRON A. CHAVARRIA

TWENTY THOUSAND DOLLARS

FOR 3785 SALINA BEACH ROAD HILLC, SC 29736

\$20,000⁰⁰

DOLLARS

☒ CASH

☐ CHECK

☐ MONEY ORDER

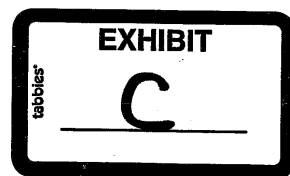
☐ CREDIT CARD

ACCT.		
PAID		
DUE	\$105,000 ⁰⁰	

FROM

TO

BY



RECEIPT

No.00034554

DATE 03/16/2020

FROM BYRON ANTONIO CHAVEZ DIA CAMB

3785 SALVADA ROAD ROCK HILL, SC 29730

\$ 10,000~

DOLLARS

FOR _____

☒ CASH

☐ CHECK

☐ MONEY ORDER

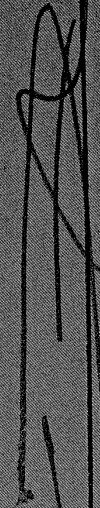
☐ CREDIT CARD

ACCT.	
PAID	
DUE	<u>95,000</u>

FROM _____

TO _____

BY _____





CASH RECEIPT

DATE 06-01-2021

Received From Byron Chapman

Address 3785 SAWYER RD YORK PA 17403

Dollars \$ 1,000.00

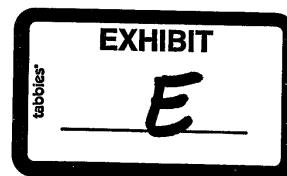
TWO THOUSAND 00/100

For RENT @ 3785 SAWYER RD YORK PA 17403

Cash	<u>1,000.00</u>
Check	<u> </u>
Money Order	<u> </u>

Total Due	<u>1,000.00</u>
Amount Paid	<u>1,000.00</u>
Balance Due	<u> </u>

By [Signature]



RECEIPT

No. 99186007

DATE 08/31/2021

\$2,000

FROM BYRON CUBABARRA

DOLLARS

TWO THOUSAND DOLLARS

FOR 3785 SALUDA RD ROCK HILL, SC 29730

- ☒ CASH
☐ CHECK
☐ MONEY ORDER
☐ CREDIT CARD

ACCT.	
PAID	\$2,000
DUE	\$89,000

FROM 09/01/2021

BY

TO 09/01/2021

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF YORK	)	
	)	
Wilmington Savings Fund Society, FSB,	)	
Trustee of Stanwich Mortgage Loan	)	CASE NO: 2019-CP-46-02929
Trust I,	)	
	)	
Plaintiff	)	
	)	
vs.	)	RESPONSE TO PETITION FOR RULE
	)	TO SHOW CAUSE AND MOTION TO
	)	STAY WRIT OF POSSESSION
	)	
	)	
Laura Kephart; and 1 st Franklin Financial,	)	
Corporation,	)	
	)	
	)	
Defendant(s).	)	

The federal Protecting Tenants at Foreclosure Act (“PTFA”) provides that any immediate successor in interest in a foreclosed property assumes the interest subject to the rights of a “bona fide tenant.” Pub. L. No. 111-22, §§ 701–704, 123 Stat. 1660 (2009).

The immediate successor in interest of a dwelling or residential real property pursuant to a foreclosure must provide a bona fide tenant with a notice to vacate at least ninety (90) days before the effective date of such eviction notice. Section 702(b) of the PTFA states that a tenant or a lease is “bona fide” when: (1) the tenant is not the mortgagor or a child, spouse, or parent of the mortgagor; (2) the tenancy is the result of an arms-length transaction; and (3) the tenant has been paying rent that is not substantially less than the fair market rent for the property. A bona fide tenant with a bona fide preexisting lease has the right to finish out the entirety of the remainder of the lease term under the Act. The only exception to this provision is if the successor in interest plans to occupy that foreclosed property as a primary residence. Under those circumstances, the successor in interest must provide the bona fide tenant 90 days’ advance notice to vacate.

Mr. Byron Chavarria, his wife, and three children have resided at the subject property since on or about mid-April 2020 pursuant to an executed lease agreement with option to purchase (see Affidavit of Byron A. Chavarria, Exhibit A, filed on 2-13-24). Mr. Chavarria is a bona fide tenant within the meaning of PTFA in that he is not the child, spouse, or parent of Defendant Laura Kephart; his tenancy at the property was the result of an arms-length transaction with Robin Hood Investments, LLC, the record owner of the Property at the time the lease agreement was entered into on or about March 5, 2020; and Mr. Chavarria has been paying rent to the record owner of the property in the amount of \$1,000 per month from April 2020 to November 2023. The rental amount is an amount not substantially less than the fair market rent for a double wide manufactured home in Rock Hill, SC.

Movant Quality Home Remodeling, Inc. (“Quality Home Remodeling”) was the successful bidder at a public auction foreclosure sale of the property held on December 4, 2023 and became the successor in interest of the property per deed recorded with the York County Public Registry on December 7, 2023. Since becoming the deeded owner of the property, Quality Home Remodeling has not provided Mr. Chavarria with adequate notice to vacate the property. Mr. Chavarria is ready, willing, and able to make continued rent payments in the amount of \$1,000.00/month to Quality Home Remodeling, Inc.

WHEREFORE, Mr. Chavarria, through undersigned counsel, prays that this Court stay a writ of possession in this matter as Movant has failed to provide ninety (90) days’ notice required under PTFA.

Respectfully submitted,

By: s/Andrea Solorzano Johnson
Andrea Solorzano Johnson, SC Bar #104970
Solorzano Johnson Law, LLC
111 Clebourne Street, Suite 230
Fort Mill, SC 29715
Phone: (803) 721-8889

ATTORNEY FOR BYRON A. CHAVARRIA

February 15, 2024.
Fort Mill, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	CASE NO.: 2019-CP-46-02929
COUNTY OF YORK	)	
Wilmington Savings Fund Society, FSB, as	)	
Trustee of Stanwich Mortgage Loan Trust I,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CLAIM TO SURPLUS FUNDS
	)	
Laura E. Kephart, 1 st Franklin Financial	)	
Corporation,	)	
	)	
Defendants.	)	
_____	)	

The Defendant, Laura E. Kephart, hereby makes a claim to the entirety of the Surplus Funds held by the Master in Equity for York County in this case. It is requested that the Court issue a check for the Surplus Funds to Jordan Law Firm for final disbursement.

Columbia, South Carolina
February 12, 2024

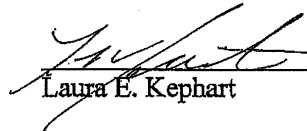
s/Leonard R. Jordan, Jr.
Leonard R. Jordan, Jr., #3221
JORDAN LAW FIRM
211 Veterans Road, Suite D
Columbia, South Carolina 29209
(803) 726-1950 Tel
(803) 726-1951 Fax
ljordan@ljordanlaw.com

Attorney for Defendant, Laura E. Kephart

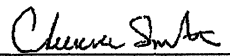
STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

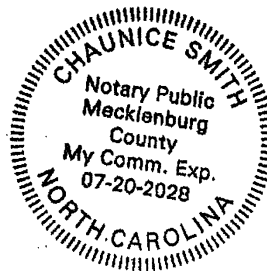
VERIFICATION

PERSONALLY appeared before me, Laura E. Kephart, who, first being duly sworn, deposes and says that she claims the Surplus Funds, in the amount of \$37,561.08, which is held by the Master in Equity for York County; that she has read the attached Claim to Surplus Funds, the allegations of which are true and correct to the best of her knowledge and belief; and that she requests that the said Surplus Funds be paid by check issued to Jordan Law Firm.


Laura E. Kephart

SWORN to and subscribed before me
this 13 day of February, 2024

 (L.S.)
Notary Public for North Carolina
Name: CHAUNCE SMITH
My Commission Expires: 07-20-2028



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	CASE NO: 2019-CP-46-02929
	)	
Wilmington Savings Fund Society	)	
FSB, as Trustee of Stanwich	)	
Mortgage Loan Trust I,	)	
	)	
Plaintiff,	)	BRIEF IN SUPPORT OF
	)	PETITION FOR RULE TO SHOW CAUSE
vs.	)	Filed By Quality Home Remodeling, Inc. as
	)	Successful Bidder and Record Title Owner
Laura E. Kephart; 1 st Franklin	)	
Financial Corporation,	)	
	)	
Defendants,	)	
	)	

The Protecting Tenants at Foreclosure Act (“PTFA”) only applies to bona fide tenants of foreclosed property. Respondent Byron Chavarria (“Chavarria”) is not a bona fide tenant under the PTFA and therefore not entitled to its protection. As set forth in the Petition for Rule to Show Cause filed by the successful bidder, any lease for the foreclosed premises obtained by Chavarria was entered following the filing of the lis pendens in this matter. South Carolina statutory law provides the filing of a lis pendens

shall be constructive notice to a purchaser or encumbrancer of the property affected thereby, and every person whose conveyance or encumbrance is subsequently executed ... shall be deemed a subsequent purchaser or encumbrancer and shall be bound by all proceedings taken after the filing of such notice to the same extent as if he were made a party to the action ... (SC Code § 15-11-20)

As a result, no agreement executed following the filing of the lis pendens can be considered to be bona fide as the lis pendens gives public notice that the property at issue is subject to litigation, including, in this case, foreclosure. Significantly, although Section 702(b) of the PTFA provides its own definition of “bona fide”, this definition is modified by the term “only” (*Section 702(b)*). Rather than stating that all leases that meet the criteria stated in Subsections 702(b)(1-3) are bona fide (this might be the case if the clear language was “a lease or tenancy shall be considered bona fide *if* ...”), by including the modifier “*only* if” the PTFA sets forth a minimum standard for the necessary requirements of a tenant to be considered bona fide that is not exclusive, and still falls under other criteria, such as state law or accepted legal definitions of the term “bona fide”. Therefore, a lease entered into subsequent to the filing of the lis pendens herein cannot be considered to be bona fide “in or with good faith; honestly; openly”. See *Black’s Law Dictionary* 177 (6th ed 1990).

In addition, the entity with whom Chavarria contracted was not the original owner who mortgaged the foreclosed premises. Rather this entity obtained its title to the premises through a quitclaim deed for consideration of \$5.00. A copy of the deed is attached as Exhibit A hereto. By

definition, this deed was not obtained through an arm's length transaction, which is defined as a transaction based on a "fair market value determination". See *Black's Law Dictionary 109 (6th ed 1990)*. Further, arm's length transaction is not defined in the PTFA. Chavarria cannot claim title greater than the entity through whom he obtained title and therefore the lease cannot be considered "arm's length".

Furthermore, the PTFA requires that in order to obtain the protection afforded to a tenant by its provisions, in order to be considered a bona fide lease, "the lease or tenancy requires the receipt of rent that is not substantially less than fair market rent for the property ... ". Section 702(b)(3). Chavarria has not paid any rent to the successful bidder and, therefore, cannot be considered a bona fide tenant under the PTFA.

In addition, South Carolina has long upheld the equitable principle that "where one of two innocent parties must suffer, the law looks with disfavor upon that party who, through due diligence, could have avoided the loss". *Bank of New York v. Salone, Unpublished Opinion No. 2011-UP-219 (S.C. App. May 17, 2011)*. Chavarria had the opportunity to discover the foreclosure action and record his lease and put the successful bidder on notice of the tenancy. He failed to do so and for this reason also cannot be considered a bona fide or arm's length tenant of the foreclosed premises herein.

Respectfully Submitted

S/ Chris Karrenstein
Chris Karrenstein
Attorney for Movant
SC Bar #12618
10590 Independence Pointe Pkwy. #200
Matthews, NC 28105
704-364-6464

February 26, 2024

United States Bankruptcy Court
Western District of North Carolina

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 12/05/2022 at 11:00 AM and filed on 12/05/2022.

Laura Kephart
2345 Pineview Ln
Gastonia, NC 28054
[REDACTED]



The case was filed by the debtor's attorney: The bankruptcy trustee is:

Jack G. Lezman
Attorney At Law
7400 Carmel Executive Park
Suite 105
Charlotte, NC 28226
704.544.8202

Jenny P. Holman
Office of the Chapter 13 Trustee
5970 Fairview Rd
Suite 650
Charlotte, NC 28210
704-372-9650

The case was assigned case number 22-30606 to Judge Laura T. Beyer.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://www.ncwb.uscourts.gov> or at the Clerk's Office, 401 West Trade Street, Charlotte, NC 28202.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Steven T. Salata
Clerk, U.S. Bankruptcy Court

PACER Service Center
Transaction Receipt

Local Form 4A

September 2021

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA

IN RE:

Laura Kephart

Case No. 22-30606

Chapter 13

TIN:

Debtor(s)

AMENDMENT TO CHAPTER 13 PLAN
AND NOTICE OF OPPORTUNITY FOR HEARING ON CONFIRMATION OF THE PLAN
FOR CASES FILED ON OR AFTER SEPTEMBER 1, 2021

Check as applicable to this plan amendment:

1.1	A limit on the amount of a secured claim that may result in a partial payment or no payment at all to the secured creditor (Part 3.2)	☐ Added	☐ Removed	☒ No Change
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest (Part 3.4)	☐ Added	☐ Removed	☒ No Change
1.3	Request for termination of the 11 U.S.C. § 362 stay as to surrendered collateral (Part 3.5)	☒ Added	☐ Removed	☐ No Change
1.4	Request for assumption of executory contracts and/or unexpired leases (Part 6)	☐ Added	☐ Removed	☒ No Change
1.5	Nonstandard provisions	☐ Added	☐ Removed	☒ No Change

The Chapter 13 plan, including certain motions and other provisions, is hereby **amended** as follows:

For each part of the Debtor's plan that is to be amended, the entire text of the part as amended must be included below.

Part 2: Plan Payments and Length of Plan

2.1 Debtor will make regular payments to the Chapter 13 Trustee as follows:

\$500 per **Month** for **60** months

Part 3: Treatment of Secured Claims

3.5 Surrender of collateral.

Check one.

☐ None. If "None" is checked, the rest of Part 3.5 need not be completed or reproduced.
The remainder of this paragraph will be effective only if the applicable box in Part 1 of this Plan is checked.

☒ The Debtor elects to surrender to each creditor listed below the collateral that secures the creditor's claim. The Debtor requests that, upon confirmation of this plan, the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only. Any allowed unsecured claim that is filed within the time set forth in Part 8.1.4, below, resulting from the disposition of the collateral will be treated in Part 5 of this plan below.

☐ The Debtor consents to relief from the 11 U.S.C. § 1301 co-debtor stay as to the collateral only. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5 of the plan below.

☐ The Debtor consents to relief from the 11 U.S.C. § 1301 co-debtor stay as to the collateral and as to any deficiency claim

resulting from the disposition of the collateral.

Name of creditor	Collateral	Claim Amount
Wilmington Savings Fund Society c/o Carrington Mortgage Services	3785 Saluda Rd Rock Hill, SC 29730 TV \$86,500 Home was vacant and now needs several repairs including kitchen repair, 2 HVAC systems needing replacment and flooring replaced throughout house	\$124,882.42
<i>Insert additional claims as needed.</i>		

TAKE NOTICE: Your rights may be affected. You should read this amendment to the Chapter 13 plan carefully and discuss them with your attorney, if you have one, in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the court to confirm the Debtor's proposed plan as amended, or if you want the court to consider your views on these matters, then you and/or your attorney must file a written objection to confirmation and request for hearing on confirmation at one of the following addresses:

Cases filed in the Charlotte or Shelby Divisions:

Physical & Mailing Address: Clerk, U.S. Bankruptcy Court, 401 West Trade Street, Suite 2500, Charlotte, N.C. 28202

Cases filed in the Statesville Division:

Physical Address: Clerk, U.S. Bankruptcy Court, 200 West Broad Street, Room 301, Statesville, N.C. 28677

Mailing Address: Clerk, U.S. Bankruptcy Court, 401 West Trade Street, Suite 2500, Charlotte, N.C. 28202

Cases filed in the Asheville or Bryson City Divisions:

Physical & Mailing Address: Clerk, U.S. Bankruptcy Court, 100 Otis Street, Room 112, Asheville, N.C. 28801-2611

Your objection to confirmation and request for hearing must include the specific reasons for your objection and must be filed with the court no later than 21 days following the conclusion of the § 341 meeting of creditors, or within 21 days of service of the amendment, whichever is later. If you mail your objection to confirmation to the court for filing, you must mail it early enough so that the court will receive it on or before the deadline stated above. You must also serve a copy of your objection to confirmation on the Debtor at the address listed in the notice of the meeting of creditors. The Debtor's attorney and the Chapter 13 trustee will be served electronically. If any objections to confirmation are filed with the court, the objecting party will provide written notice of the date, time, and location of the hearing. **No hearing will be held unless an objection to confirmation is filed.**

If you or your attorney do not take these steps, the court may decide that you do not oppose the proposed plan of the Debtor as amended and may enter an order confirming the amended plan and granting the motions. **Any creditor's failure to object to confirmation of the proposed plan as amended shall constitute the creditor's acceptance of the treatment of its claim as proposed pursuant to 11 U.S.C. § 1325(a)(5)(A).**

I declare under penalty of perjury that the information provided in this Amendment to Chapter 13 Plan is true and correct as to all matters set forth herein.

Dated: _____

Laura Kephart

Debtor's Signature

I hereby certify that I have reviewed this document with the Debtor and that the Debtor has received a copy of this document.

Dated: _____

Jack G. Lezman 22168

Attorney for Debtor

[Attach Certificate of Service if Served on Creditor(s)]

Re: Appeal - Byron A. Chavarria v. Wilmington Savings
Fund Society, FSB as Trustee of Stanwich Mortgage Loan
Trust I; and Laura E. Kephart

Circuit Case No. 2019CP4602929
Appellate Case No. 2024-001051

H E A R I N G

DATE TAKEN: March 28, 2024

LOCATION: York County Master in Equity
2 S Congress Street
York, SC 29745

B E F O R E: Honorable Teasa K. Weaver,
York County Master-in-Equity

APPEARANCES:

ANDREA SOLORZANO JOHNSON, ESQUIRE

Solorzano Johnson Law

1 11 Clebourne Street

Suite 230

Fort Mill, South Carolina 29715

8 03-721-8889

.....On behalf of Byron A. Chavarria

LAURA E. KEPHART

.....Appearing pro se

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1 to the mortgagor, right. But in this -- and in this
2 case, Ms. Laura Kephart would be the mortgagor.

3 But there is, and I haven't been able to find case
4 law directly in point, but essentially we can look at a
5 situation where the mortgagor passes away, and then
6 really it's the estate or the heirs that really have to
7 be notified of the potential to claim any of those funds
8 that are available as surplus funds that's held by the
9 Clerk of Court.

10 And so in this case we see that -- we have the deed
11 where Ms. Kephart actually deeded her interest. So we
12 maintain that our clients almost step into the shoes of
13 the mortgagor in order to make any funds or claims for
14 the funds that are held in surplus.

15 We did submit an affidavit that was notarized or was
16 executed under penalties of perjury by Mr. Chavarria. He
17 is present here today with his wife. And according to
18 that affidavit, we lay out exactly how many payments he's
19 made towards the purchase price.

20 Ultimately, Your Honor, I think may be aware that in
21 this particular case they have been ejected from the
22 property because there is a new owner. And so they're --
23 really they have -- they have made certain payments
24 toward the property. They have records of those payments
25 by way of receipts, and they're, the total investment per

1 se, and this is just on money that they've actually paid
2 to Robin Hood Investments or to the record owner of the
3 property, is about \$40,000.

4 And so at this point we understand that there are
5 claims for a portion of those surplus, which we do
6 believe is that First Franklin Financial may be entitled
7 to since they were a lien holder here. I think they were
8 junior lien holder, perhaps, although they're not present
9 here. So I'm not sure how that works. But to the extent
10 that they do have any claim, we do under -- our claim for
11 the rest of the surplus funds would be exclusive of their
12 claim, should it be legitimate.

13 THE COURT:

14 And any evidence you want to present to the Court?
15 Because, keep in mind, I know, I've heard some facts
16 about this case just due to the writ of assistance
17 hearing. But since Ms. Kephart was not present --

18 MS. JOHNSON:

19 Yes. Well, Your Honor, we believe that the -- I
20 mean, the affidavit that's been filed in record of
21 preparation for this motion would serve as our evidence
22 here because --

23 THE COURT:

24 Do you have a copy of that affidavit for me?

25 MS. JOHNSON:

1 Yes, we do. I have the original, which I can't
2 necessarily hand over, but I can --

3 THE COURT:

4 If she can just review it.

5 MS. JOHNSON:

6 Yes, absolutely. And I will also note that just
7 aside from the actual check payments that we have as
8 evidence of the payments that were made towards the
9 property, there was also a significant amount of
10 improvements that were made, which approximately 16,325.
11 Those are just renovations and improvements that were
12 made to the property by Mr. Chavarria. And it's very --
13 we have laid out exactly how that was calculated. But it
14 is, since a lot of the work was done by himself, it's not
15 like we could really provide receipts for contractors
16 that were paid. But we believe that just by purely
17 looking at the check payments to a Robin Hood, which
18 again was the signee of the transferring of any interest
19 that Ms. Laura Kephart had in the property, that that
20 alone amounts to \$44,000. But, yes, our affidavit serves
21 as our evidence here today.

22 THE COURT:

23 Ms. Kephart, just let me know when you've had a
24 chance to fully review --

25 MS. KEPHART:

1 Okay.

2 THE COURT:

3 -- the affidavit and the attachments, I believe.

4 MS. KEPHART:

5 Okay (inaudible).

6 THE COURT:

7 Ms. Kephart, do you have any objection to me
8 receiving that affidavit into evidence --

9 MS. KEPHART:

10 I do not.

11 THE COURT:

12 -- for the purposes of this hearing? Okay. And
13 it's received as Defendant's or Claimant's 1. Anything
14 else you'd like? Which I can take judicial notice at
15 least of the deed. So I believe that the deed from Ms.
16 Kephart to Robin Hood Investments was mentioned in your
17 motion, which I can take judicial notice of that. And I
18 can ask you some questions about that, Ms. Kephart, or
19 Ms. Johnson may have some questions for you regarding
20 that.

21 MS. JOHNSON:

22 And, Your Honor, just judicial notice on one other
23 documents, which is the option -- the lease agreement
24 with the option to purchase that was then entered into by
25 Robin Hood, who (inaudible) the record owner, with my

1 MS. KEPHART:

2 Yes. I was not aware of any lease agreement with
3 Mr. Chavarria. The way it was explained to me is Robin
4 Hood Investments approached me at the beginning of 2020
5 since I was -- I had moved out of the apartment or the
6 home, and was allowing the bank to foreclose on it and
7 sell it because I could no longer afford it. He
8 approached me and went through the process that he has
9 where he basically goes into a purchase agreement with
10 me, and he works with the mortgage company to take over
11 the loan and make all the payments on the loan, but the
12 property would stay in my name until the mortgage was
13 paid off. And then we had agreed to do the purchase of
14 the property.

15 This was all at the beginning of 2020 --

16 THE COURT:

17 And I'll tell you what, Ms. Kephart. I'm going to
18 stop you. And I want you to start back over, first
19 because this needs to be testimony on the record.

20 MS. KEPHART:

21 Okay.

22 THE COURT:

23 If you could raise your right hand. Do you swear or
24 affirm that the testimony you give today will be the
25 truth, the whole truth, and nothing but the truth, so

1 help you God?

2 MS. KEPHART:

3 I do.

4 EXAMINATION BY THE COURT:

5 Q. Okay. So, now, just start over from the beginning
6 about you stated that you were not aware of the
7 lease agreement.

8 A. Okay. I was not aware of the lease agreement or
9 that anybody else had been living in the property
10 since I moved out of it, which I moved out of it in
11 2019. Robin Hood Investments did approach me at the
12 beginning of 2020 when the foreclosure process
13 started with the mortgage company, saying that they
14 could help me stop the foreclosure process, talk to
15 the mortgage company, and take over the loan, help
16 improve my credit by paying off the loan and making
17 payments on the loan while everything still stayed
18 in my name. We talked about it a lot. He said -- I
19 agreed that that sounded like a good plan. And then
20 he said he'd draw up a bunch of documents and we'd
21 meet up at a later date. He did come about a week
22 later to my job after closing, and went through all
23 of the documents in the parking lot, just me and
24 him, basically explaining all the documents, that
25 this was a purchase agreement, that he would

1 negotiate with my mortgage company. He had me sign
2 documents saying that he was allowed to talk to the
3 mortgage company. But no mention of a deed was ever
4 brought up to me. There was also no notary there.
5 So, nobody else was witness to any of the signatures
6 other than me and him. After that, everything
7 seemed to be going fine. COVID hit. I texted him
8 multiple times throughout that entire year asking
9 for updates. Have you talked to the mortgage
10 company? What's going on? Heard nothing from him.
11 I didn't see Mr. Dennis again until December of
12 2022. He approached me because the house was about
13 to be foreclosed on and sold at auction. He asked
14 me to file for bankruptcy, and he would pay for the
15 bankruptcy to keep the house from being foreclosed
16 on so that he could continue working with the
17 mortgage company to pay off my loan and work through
18 this whole process. I did that. He paid for the
19 bankruptcy attorney. I set up the bankruptcy to
20 include the house. I went to my confirmation. He
21 was supposed to be making the payments on the
22 bankruptcy, and he did not. And so then I waited a
23 -- I got my bankruptcy confirmed with the
24 expectation that I would have a payment in within a
25 week. He still did not make the payment. When they

1 were about to terminate the bankruptcy, I went to
2 the bankruptcy attorney, said take the house out of
3 it because I don't want to lose my car and all of my
4 other things, and then just change the bankruptcy to
5 cover my items, and then just let the property go.
6 And then I wasn't notified again about anything on
7 the property until December of -- recently when it
8 was sold at the foreclosure, so.

9 Q. And not -- how much -- did you receive any money
10 from Robin Hood Investments?

11 A. I think I received \$1,000 at the beginning of the
12 process so that he could take over talking to the
13 mortgage company. But that's the only monies that I
14 received.

15 Q. Okay. What about this deed that was --

16 A. I don't remember signing any deed or talking about a
17 deed or any of that. It was just a purchase
18 agreement that we were talking about the whole time.

19 Q. Receive any other money from Mr. Chavarria?

20 A. Nothing.

21 Q. Okay.

22 THE COURT:

23 Any questions you might have for her, Ms. Johnson?

24 MS. JOHNSON:

25 Can we just take a look at that deed that's filed as

1 Exhibit A that was signed by Ms. Kephart? Actually, so
2 this is the aff -- so, I'm looking at Exhibit A to my
3 motion, not the affidavit. Excuse me. Well, it's a deed
4 of record, Your Honor, filed March 6, 2020, in deed book
5 18,11,8, page 245 with the Register of Deeds office. And
6 according to the title, I mean, we reviewed the deed. It
7 would be a matter of judicial record since it was filed
8 that there is a signature of Ms. Laura Kephart.

9 EXAMINATION BY MS. JOHNSON:

10 Q. I guess the other question I have, Ms. Kephart, is
11 did you -- so you did receive some money in exchange
12 for this purchase? Robin Hood was going to purchase
13 the property from you?

14 A. Uh-huh.

15 Q. But then you left the property, correct? You never
16 -- you never stayed at the property?

17 A. I had left the property in 2019, long before he ever
18 approached me.

19 Q. Right.

20 A. Uh-huh.

21 Q. Okay. Well, I don't have any further questions.

22 THE COURT:

23 Okay. Well, then based upon that, any arguments
24 you'd like to make at this time, Ms. Johnson, on behalf
25 of Mr. Chavarria?

1 Uh-huh.

2 THE COURT:

3 So I -- that's my view of it in that Robin Hood
4 Investments were not conveyed Ms. Kephart's right to
5 surplus funds, right to surplus, and therefore Mr.
6 Chavarria has no more than what he was provided by Robin
7 Hood Investments.

8 MS. JOHNSON:

9 Uh-huh.

10 THE COURT:

11 So can't (inaudible) than what I find. At least
12 that's my -- my opinion, than what the interest that
13 Robin Hood Investments were conveyed.

14 MS. JOHNSON;

15 Uh-huh.

16 THE COURT:

17 So, my ruling would be that Ms. Kephart is entitled
18 to the surplus funds. I just want to let you know that
19 almost an identical case is pending before the Court of
20 Appeals --

21 MS. JOHNSON:

22 Uh-huh.

23 THE COURT:

24 -- and I don't know if you were aware of that. I
25 just wanted to make you aware of it. My understanding is

C E R T I F I C A T E

I, the undersigned, Katherine Crowe, CVR-M, Notary Public in and for the State of South Carolina, do hereby certify that the foregoing transcript was prepared by me at my hand;

That I was not present at said proceeding; That the within statements are an accurate transcription of the audio file transcribed, to the best of my ability;

I further certify that I am neither counsel nor solicitor to any of the parties in said suit, nor interested in the event of the cause.

In witness whereof, I have hereunto set my hand and seal this 18th day of July, 2024.



Katherine Crowe, CVR-M
Notary Public for South Carolina
My Commission Expires: 9/29/25

DRAWN BY:
Donovan M. Steltzner, Esq.
STELTZNER LAW, PC
454 S. Anderson Road
Suite 302, BTC Box 519
Rock Hill, SC 29730

RETURN TO:
Robin Hood Investments, LLC
862 Cherry Road
Rock Hill SC 29730

This deed was prepared by Donovan M. Steltzner, SC Bar #71991, who certifies that it was prepared in accordance with applicable local, state and federal law. This deed was drafted without benefit of a title examination. The attorney was retained by Grantor and/or its agents for the limited purposes of drafting a deed per Grantor's requirements in compliance with South Carolina law, and is thus the full extent of his involvement in this transaction.

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

QUITCLAIM DEED
(TITLE TO REAL ESTATE)

KNOWN ALL MEN BY THESE PRESENTS that **LAURA E. KEPHART** (hereinafter "Grantor"), in consideration of the sum of FIVE AND NO/100 DOLLARS (\$5.00), the receipt of which is hereby acknowledged, granted, bargained, sold and released, and by these presents grants, bargains, sells and releases unto **ROBIN HOOD INVESTMENTS, LLC** (hereinafter "Grantee"), a South Carolina limited liability company, its successors and/or assigns forever, all of the Grantor's remaining interest in the following-described real property, to-wit:

All that certain piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of York being designated as Lot 4 of Cedar Brook Subdivision, as shown on a plat of property shown in Plat Book A31 at Page 10 and Plat Book A 138 at Page 5 in the Office of the Clerk of Court for York County, South Carolina.

This being the identical property conveyed to Laura E. Kephart by deed of Roger D. Duncan, dated October 23, 2015, and recorded on January 19, 2016 in Record Book 15400, Page 271, York County Records.

TMS 526-00-00-022

PROPERTY ADDRESS: 3785 Saluda Road, Rock Hill SC 29730
GRANTEE'S ADDRESS: 862 Cherry Road, Rock Hill SC 29732

South Carolina Grant Deed - Page 1 of 3



2020009709

DEED
RECORDING FEES \$15.00
STATE TAX \$0.00
COUNTY TAX \$0.00
PRESENTED & RECORDED:

03-06-2020 01:14:04 PM

BK: RB 18118

PG: 245 - 247

DAVID HAMILTON
CLERK OF COURT
YORK COUNTY, SC
BY: CHRISTY BENFIELD DEPUTY CLERK

YORK COUNTY ASSESSOR

Tax Map:

526-00-00-022

Date: 03/06/2020

E H

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

This conveyance is made together with all singular the rights, members, hereditaments and appurtenances to said premises belonging or in any way incident or appertaining.

TO HAVE AN TO HOLD, all and singular, the said premises/property unto the said Grantee, their heirs and/or assigns forever.

IN WITNESS WHEREOF, the undersigned has executed this deed, this 4th day of MARCH, 2020

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Carlton W Jones
Witness (may NOT be the notary)

Vashti M. Encarnacion
Witness 2 (MAY be the Notary)

Laura E. Kephart
Laura E. Kephart

STATE OF SOUTH CAROLINA

COUNTY OF YORK

I, Vashti M. Encarnacion a Notary Public for the State and County aforesaid, do hereby certify that Laura E. Kephart personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 4th day of March, 2020

Vashti M. Encarnacion
Notary Public, State of South Carolina
My Commission Expires March 31, 2025

VASHTI M. ENCARNACION
Notary Public, State of South Carolina
My Commission Expires 3/31/2025

South Carolina Grant Deed - Page 2 of 3

STATE OF SOUTH CAROLINA

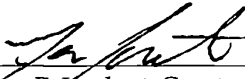
COUNTY OF YORK

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AFFIDAVIT

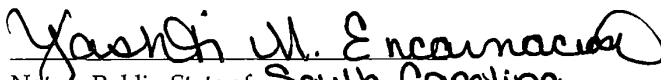
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I understand the information on this affidavit.
2. The property being transferred is located at 3785 Saluda Road, Rock Hill, SC 29730 bearing York County Tax Map Number 526-00-00-022, was transferred by Laura E. Kephart to Robin Hood Investments, LLC on 03/04/2020 (date).
3. The deed is exempt from the deed recording fee because this is a gift transfer with no consideration (exemption #1).
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as the grantor.
5. 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.



Laura E. Kephart, Grantor, as
Responsible Person Connected with the Transaction

SWORN BEFORE ME THIS 4TH Day of March, 2020



Notary Public, State of South Carolina
My Commission Expires March 31, 2025

VASHTI M. ENCARNACION
Notary Public, State of South Carolina
My Commission Expires 3/31/2025

RECEIVED

Nov 19 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas
Teasa K. Weaver, Master in Equity

Appellate Case No. 2024-001051
Case No. 2019-CP-46-02929

Ex Parte: Byron A. Chavarria,.....Appellant

In Re:

Wilmington Savings Fund Society, FSB, as Trustee of
Stanwich Mortgage Loan Trust, I,.....Respondent

v.

Laura E. Kephart, 1st Franklin Financial Corporation, Defendants

Of which Laura E. Kephart is a Respondent

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

s/Thornwell F. Sowell

Thornwell F. Sowell, III, SC Bar # 5197

Sowell & DuRant, LLC

1325 Park Street, Suite 100

Columbia, SC 29201

(803) 722-1100

Andrea Solorzano Johnson, SC Bar #104970

SOLORZANO JOHNSON LAW, LLC

111 Clebourne Street, Suite 230

Fort Mill, SC 29715
(803) 721-8889

Attorneys for Appellant Byron A. Chavarria

November 19, 2024