

EXHIBIT #1

STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
BERKELEY COUNTY, SOUTH CAROLINA

NINTH JUDICIAL CIRCUIT
CASE NO. 2023-CP-08-00547

[Handwritten Signature]
2025 JUN 27 PM 2:53
LEAH GUERRY DUPREE
CLERK OF COURT
BERKELEY COUNTY, SC
FILED

Betty J. Moultrie aka Betty J. Shine, Individually
and as Personal Representative of the Estate of
Bradford Moultrie aka Bradford Willie Moultrie;
The Personal Representative, if any, whose name
is unknown, of the Estate of Corinth Moultrie;
Bradford Moultrie aka Bradford Moultrie II; and
any other Heirs-at-Law or Devisees of Bradford
Moultrie aka Bradford Willie Moultrie, Deceased,
and Corinth Moultrie, Deceased et al

Defendant(s)

vs.

US Bank Trust National Association, Not In its
Individual Capacity But Solely As Owner Trustee
For VRMTG Asset Trust,

Plaintiff.

MOTION FOR RECONSIDERATION
OR, IN THE ALTERNATIVE, MOTION UNDER RULE 59(e), SCRPC, OR RULE 60(b),
SCRPC

I. BACKDATED LEDGER ENTRIES IN VIOLATION OF BINDING MODIFICATION

Defendants respectfully move this Court to reverse the foreclosure judgment pursuant to Rule 59(e),
SCRPC. The judgment must be reversed because it was entered on a record that materially conflicts

*cc:
B.G.M.*

[Handwritten Signature]

with binding contractual evidence and was adjudicated under circumstances that denied Defendants a fair and impartial hearing.

Most notably, Section 1 of the Loan Modification Agreement, signed (March 7, 2022) (See Attachment #1.) with an effective date (February 1, 2022), explicitly states that the loan was current and that all arrears had been capitalized. In direct conflict, the Plaintiff submitted a payment ledger (See Attachment #3) that backdated Defendant payments to dates prior to the modification agreement, applying them to various months as early as 2019. That is fraudulent and illegal.

These ledgers, which appear both in the Plaintiff's self-prepared summary and the Fay Servicing records, misapplying post-modification payments toward alleged past-due balances that should no longer exist after the loan's re-calibration.

For example:

- A payment made on 02/07/2022 was credited toward October 2019, directly contradicting the modification's reset status. (See Attachment #1. section 1. and 2. and Attachment 2.)
- Additional payments made in mid-2022 were repeatedly allocated to 2019 suspense accounts, undermining the modification's terms and falsely inflating delinquency. (See Attachment #2.)

This practice not only breaches the agreed modification terms but appears designed to create artificial arrears, thereby justifying foreclosure on grounds that legally should not exist. The court should not agree.

In 2022, Plaintiffs' Attorney Damon C. Wlodarczyk appeared before Judge Van Slmambrook. We ask the court to take judicial notice of the sworn testimony and candor of the attorney representation to the court that the defendant history states that defendant is only missing one payment due to it being returned by Fay Servicing.

After many continuances granted at the request of Plaintiff's counsel, Defendants were ultimately subjected to judgment in a hearing that lacked both procedural integrity and evidentiary fairness. The Court failed to review, reconcile, or challenge the contradiction between the Plaintiff's unauthenticated ledger and the binding Loan Modification Agreement. It also disregarded the Fay Servicing ledger previously submitted by Defendants, which similarly conflicted with the terms of the modification. (See Attachment #2. and #3.) Rather than evaluate the inconsistencies between these records and the controlling contract, the referee admitted unfamiliarity with the case, failed to review the evidence, that allowed **unauthenticated and inadmissible** documents to dictate the outcome, and denied Defendants any opportunity to object or respond before a ruling was made — all in violation of established evidentiary protocol and due process. These compounded failures, taken together with the misconduct described below, justify full reversal of the judgment under Rule 59(e).

II. BREAKDOWN OF JUDICIAL INTEGRITY AND EVIDENTIARY PROCEDURE

- The Court issued a final judgment without establishing a formal evidentiary record; Defendants were not permitted to speak until after the ruling had already been rendered. Disregard for evidentiary integrity as outlined in Rule 43(a), SCRCP and Rule 603, SCRE. Combined with the denial of cross-examination, lack of rebuttal opportunity, and admission of unauthenticated evidence, these actions deprived Defendants of a fundamentally fair hearing, undermining the validity of the judgment.
- Defendants had already submitted binding contractual evidence — including the signed Loan Modification Agreement as **part of the court record** dated February 1, 2022 — confirming that all arrears had been capitalized and that the loan was current as of that date. Under South

Carolina law, once this agreement was entered into the record, the burden shifted to the Plaintiff to prove any subsequent default with authenticated, admissible evidence. Plaintiff failed to meet this burden. Instead, Plaintiff's counsel submitted an unauthenticated, self-created ledger that **was never disclosed prior to the hearing**, not supported by affidavit or testimony, and in direct contradiction to the modification agreement. No cross-examination was permitted prior to hearing. No reconciliation of the contradictory documents was **admitted and accepted** by the referee. The Court's decision to proceed to judgment without requiring the Plaintiff's counsel to meet the burden of proof — and without reviewing or addressing the controlling agreement — constitutes a fundamental breakdown of due process and judicial function, and thus is the controlling basis and reasoning that demands a reconsideration and reversal of the Special Referee order dated June 12, 2025. Despite having both ledgers before it — each in conflict with the binding agreement — the Court failed to reconcile the inconsistencies and instead rendered judgment based on documents that undermined legally binding evidence.

- Defendants informed their attorney prior to the hearing that they did not consent to summary judgment. Defendant's presented more than a Scintilla of evidence but produced material evidence that required special investigation of the referee. The record is void of any evidence that the referee took into consideration any of the opposing evidence presented by defendant to refute plaintiff's position. It was not acknowledged during the hearing. Despite this, the proceeding moved forward without affording Defendants the opportunity to object, present argument, cross-examine, or rebut any of the evidence presented by the Plaintiff. A recording exists of the hearing. Throughout the hearing, Defendants raised their hands on multiple occasions in an effort to address the Court, but were told they would be permitted to speak only

after the ruling had been made. This effectively denied them any meaningful participation in the hearing and constituted a fundamental violation of their right to be heard.

- A continuance was requested due to a recent family bereavement, but was denied without justification — despite the Plaintiff having received many prior continuances. This refusal further disadvantaged Defendants at a critical and vulnerable moment.

Notably, Defendants had already appeared at a prior hearing date, during which Plaintiff's counsel informally requested a continuance. The Court had no prior knowledge of the situation nor had Defendants been informed in advance. At that time, Special Referee W.T. Geddings Jr. apologized for the confusion caused by the miscommunication between the Plaintiff and the Court. Despite Plaintiff being afforded that grace, Defendants' subsequent request for a continuance due to a documented family bereavement was summarily denied . (See attachment #6.)

- Although Defendants' counsel consented to the hearing location, holding the proceeding in Clarendon County nonetheless imposed an undue burden on the Defendants. The unfamiliar venue— distant from the county of original filing —disrupted their ability to prepare effectively, created logistical and emotional strain, and further amplified the procedural disadvantages they faced throughout the hearing. (See Attachment #4. – Clarendon County Hearing Notice)
- Taken together, these acts — including the submission of unauthenticated and misleading documents, procedural circumvention, and the denial of basic due process protections — constitute judicial misconduct so severe that they may rise to the level of fraud upon the court. While defense counsel did not object to the Plaintiff's evidentiary submission at the time, the

surrounding circumstances — and the referee’s failure to review or reconcile binding contractual evidence already in the record — prevented a fair and lawful challenge. The cumulative effect is not merely a departure from civil procedure, but a direct assault on the foundational principles of fairness, impartiality, and the Court’s obligation to uphold truth and justice. Defendant did not just rely on its pleadings but also entered a plethora of evidence to refute and substantiate a finding by the referee that defendants mortgage should not be foreclosed upon by the court.

III. ADDITIONAL VIOLATIONS OF FEDERAL SERVICING STANDARDS

- Moreover, Plaintiff’s actions appear to violate federal servicing standards. According to 12 CFR § 1026.41 and § 1024.35, servicers must provide written disclosure for any adjustment to principal, reversal of payments, or changes to ledger status that impact the loan balance. The backdated ledger introduced by Plaintiff at hearing — showing arrears prior to the effective date of the Loan Modification — was not supported by any rescission letter, amendment, transaction-level audit trail, or Notice of Error. (See Attachment #3)
- Under CFPB Bulletin 2013-12 and RESPA (12 USC § 2605), material changes to loan status must be communicated clearly and timely to the borrower. None of these requirements were met. In similar cases — such as *U.S. Bank Nat’l Ass’n v. Edwards* (2020) and *Tromba v. Deutsche Bank* (2019) — courts ruled that principal adjustments lacking documentation or clarity constituted ledger fraud and warranted dismissal of foreclosure actions.
- Compounding the issue, it was stated on the record during the hearing that the \$33,907.34 ledger entry was a “credit” to the Defendants’ account. However, both Plaintiff’s and Defendants’ counsel openly acknowledged they were not accountants and could not explain the nature or legitimacy of the adjustment. No accountant, servicer representative, or qualified

financial expert was sworn in to provide testimony or verification. Despite this absence of authentication and lack of financial clarity, the Court accepted the document at face value and relied on it in issuing final judgment.

- While Defendants are not accountants or auditors, they have identified — through independent research and federal servicing guidance — that any unexplained, retroactive ledger credit which alters loan status without supporting records may constitute a servicing violation. If this \$33,907.34 credit was not properly recorded, explained, or disclosed, it likely represents an unauthorized ledger manipulation used to fabricate arrears — a practice that not only undermines judicial integrity, but also opens the door to regulatory complaint and civil liability. (See Attachment #2.)
 - Additionally, Defendants were subjected to unnecessary delay and hardship during the pre-modification period due to a clerical error by Fay Servicing. The first loan modification agreement sent to Defendants listed two conflicting counties — Dorchester and Berkeley — in the legal description of the property. This error created legal uncertainty over jurisdiction and delayed acceptance of the modification. Despite this being entirely the servicer's mistake, no credit or adjustment was applied to the Defendants' account for the delay it caused. Instead, Fay Servicing continued to enforce trial payment terms, compounding arrears that should never have accrued under a properly issued modification agreement. (See Attachment #5)
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IV. INEFFECTIVE COUNSEL AND DEPRIVATION OF PROTECTABLE RIGHTS

Defendants further assert they were prejudiced by ineffective legal representation during the proceedings leading to summary judgment. In a case where substantial property rights were at stake, defense counsel failed to uphold core procedural safeguards necessary for a fair adjudication.

Despite being explicitly informed by Defendants of the material conflict between the binding Loan Modification Agreement and Plaintiff's ledger, counsel:

- Did not object to the admission of Plaintiff's self-created, unauthenticated ledger, despite clear factual discrepancies.
- Failed to invoke Rule 43(a), SCRPC, or move to exclude deficient evidence.
- Neglected to assert the legal force of the executed Loan Modification Agreement, which constituted a binding contract under South Carolina law.
- Consented to a hearing outside the county of filing without ensuring Defendants were adequately prepared for the nature of being serviced by a Special Referee, ultimately resulting in our exclusion from meaningful participation.
- Did not advocate when Defendants attempted to raise objections before judgment was entered.

These compounded failures deprived Defendants of the opportunity to contest improper evidence or invoke critical legal protections. In foreclosure proceedings — where fundamental property rights are at stake — such omissions fall below the threshold of effective representation and undermine the integrity of the hearing.

Accordingly, Defendants respectfully request that this Court recognize these failures as prejudicial error warranting relief under Rule 59(e), with all further rights preserved under Rule 60(b)(3) and 42 U.S.C. § 1983 for the constitutional deprivation of due process.

RELIEF REQUESTED

WHEREFORE, the Defendants respectfully move this Court for reconsideration of the Order entered on June 12, 2025, pursuant to its inherent authority and in the interest of justice. Alternatively, Defendants move under Rule 59(e), SCRCF, to alter or amend the judgment based on clear errors of fact, misapplication of law, and procedural irregularities that deprived Defendants of a fair hearing. Should this Court find that the Rule 59(e) standard is not met, Defendants further move under Rule 60(b), SCRCF, on the grounds of mistake, inadvertence, surprise, excusable neglect, and/or fraud or misconduct by an adverse party. Defendants assert that the cumulative procedural failures, denial of meaningful participation, and admission of unauthenticated and contradictory evidence rise to the level of prejudicial error warranting relief.

Defendants further expressly preserve all rights to seek appellate review and to pursue remedies under Rule 60(b)(3) and (6), SCRCF, as well as under applicable constitutional provisions, including but not limited to 42 U.S.C. § 1983, for deprivation of due process. Given the significance of the rights at stake — including property, equity, and fundamental fairness — Defendants respectfully request that this Court set aside the judgment in the interest of justice and allow this matter to be reconsidered on a complete and fair record.

Betty J. Shwin
6/27/2025

ATTACHMENT
#1

Book 4332 Page 127

After recording please return to:
ServicioLink
Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602

Prepared by:
Fay Servicing, LLC
440 S. LaSalle St., Ste. 2000
Chicago, IL 60605
800-495-7166

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 23rd day of February, 2012, between BETTY J MOULTRIE AND BRADFORD MOULTRIE ("Borrower") and Fay Servicing LLC as Attorney in Fact for US Bank Trust National Association, Not in Its Individual Capacity But Solely As Owner Trustee For VRMTC Asset Trust ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated May 4, 2006, in the amount of \$101,521.06 and recorded on May 9, 2006 in Book, Volume, or Liber No. 5600, at Page 321 (or as Instrument No. 2006-00059951), of the Official (Name of Records) Records of Berkeley, SOUTH CAROLINA (County and State, or other jurisdiction) and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

102 SPEARHEAD CT, SUMMERVILLE, SC 29483
(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Tax Map Sequence Number: 2330505022

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of February 1, 2022, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$116,295.39, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 9.540%, from January 1, 2022. Borrower promises to make monthly payments of principal and interest of U.S. \$1,232.96, beginning on the 1st day of February, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 9.540% will remain in effect until principal and interest are paid in full. If on August 1, 2035 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
 - a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument

shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging .

In Witness Whereof, the Lender and I have executed this Agreement.

Witnesses:

[Signature]

Date: 3/17/2022

Trena J. Nelson

Witness Printed, Typewritten or Stamped Name

Charles S. J.

Date: 3/17/22

Charles S. J.

Witness Printed, Typewritten or Stamped Name

Borrower Betty J. Moultrie
BETTY J MOULTRIE

Date: 3, 7, 2022

Borrower Bradford Moultrie
BRADFORD MOULTRIE

Date: 03/07/22

ACKNOWLEDGMENT

State of South Carolina

§

County of Berkeley

§

The foregoing instrument was acknowledged before me on March 7, 2022 by BETTY J MOULTRIE AND BRADFORD MOULTRIE.

Trena J. Nelson

Signature of Person Taking Acknowledgment

Trena J. Nelson

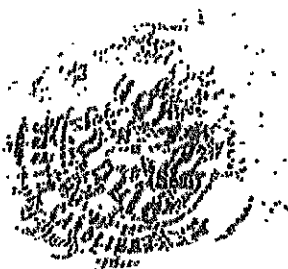
Printed Name

Notary Public

Title or Rank

Serial Number, if any:

My Commission Expires: 1/27/2021



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
Ray Servicing LLC as Attorney in Fact for US Bank Trust National Association, Not in its Individual
Capacity But Solely As Owner Trustee For VRMTG Asset Trust

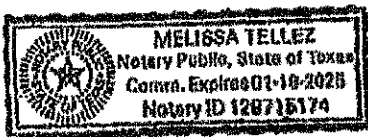
By: [Signature]
-Lender Date of Lender's Signature 3/21/22
Witness Signature [Signature] 3-21-22 (Date) Witness Signature [Signature] (Date)
Printed Name Sharon Young Printed Name BRANDY RANSOM

ACKNOWLEDGMENT

State of Texas
County of Dallas

§
§
§

This instrument was acknowledged before me on 3/21/22 by
Taisha Rogers as Assistant Vice President of Ray
Servicing LLC as Attorney in Fact for US Bank Trust National Association, Not in its Individual Capacity
But Solely As Owner Trustee For VRMTG Asset Trust.



[Signature]
Signature of Notary Public
Melissa Tellez
Printed Name
Notary Public
Title or Rank
Serial Number, if any: _____

(Seal)

EXHIBIT A

BORROWER(S): BETTY J MOULTRIE AND BRADFORD MOULTRIE

LOAN NUMBER:

LEGAL DESCRIPTION:

STATE OF SOUTH CAROLINA, COUNTY OF BERKELEY, AND DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF BERKELEY, STATE OF SOUTH CAROLINA, KNOWN AND DESIGNATED AS LOT 70, INDIAN WOODS VILLAGE AT SANGAREE, PHASE I, AS SHOWN ON A PLAT MADE BY J. E. SIRRINE COMPANY, SURVEYORS, DATED DECEMBER 29, 1982, AND RECORDED IN THE R. M. C. OFFICE FOR BERKELEY COUNTY IN FILE CABINET E, PAGE 68; SAID LOT HAVING SUCH SIZE, SHAPE, DIMENSIONS, BUTTINGS AND SOUNDINGS AS WILL, BY REFERENCE TO SAID PLAT MORE FULLY APPEAR. BEING THE SAME PROPERTY CONVEYED FROM JIM R. STONE AND CYNTHIA C. STONE, TO BRADFORD MOULTRIE AND BETTY J. MOULTRIE, BY DEED RECORDED 05/05/1989, IN BOOK A-807, AT PAGE 218, IN THE RMC OFFICE FOR BERKELEY COUNTY, SOUTH CAROLINA.

BEING THE SAME PROPERTY CONVEYED TO BRADFORD MOULTRIE AND BETTY J. MOULTRIE FROM JIM R. STONE AND CYNTHIA C. STONE BY DEED DATED APRIL 25, 1989 AND RECORDED ON MAY 5, 1989 IN THE REGISTER OF DEED FOR BERKELEY COUNTY, SC IN DEED BOOK: A807, PAGE: 218

Tax Map Sequence Number: 2330505022

ALSO KNOWN AS: 102 Spearhead Ct, Summerville, SC 29483

ATTACHMENT
#2

Account History: 0000258890 [Fay Servicing LLC:644]

Borrower:	MOULTRIE,DETTY J	Address:	102 SPEARHEAD CT	Prin Bal:	\$113,425.45	Investor Type:	Other
Co-Borrower Name:	MOULTRIE, BRADFORD	City:	SUMMERVILLE	Add Prin Bal:	\$0.00	Investor #:	APS
Due Date:	10/01/2022	State:	SC	Account Type:	First Mortgage - Conventional Without PMI	Investor Account #:	418285151
Last Print Appl On:	11/16/2022	Zip Code:	29483	Total Prin Amt:	\$1,577.15	PLS Client ID:	

Request Criteria: Type = All, Date Range = From 01/05/2012 To 01/05/2023

Row Count = 249

Transaction Description	Applied Dt	Due Date	Payment	Principal Applied	Interest Applied	Escrow Applied	Esc Bal	Adv Bal	Suspense Applied	Corp Adv Applied	L/C Amt Applied	Fee Amt Applied	Fee Cd
Misc Corporate Adv Dish	12/27/2022							\$837.30		\$1.20			
Property Pres Corp Adv	12/19/2022						\$837.30			\$10.87			
Escrow Advance	12/16/2022	10/01/2022	\$837.30				\$837.30						
County Tax Disbursement	12/16/2022	12/01/2022	\$2,253.24				\$2,253.24	\$837.30					
Late Charge Assesmd	12/03/2022	10/01/2022											
Misc Corporate Adv Dish	11/30/2022						\$1,414.94					\$61.65	
Misc Corporate Adv Dish	11/29/2022						\$1,414.94			\$0.05			
Short Payment	11/16/2022	09/01/2022		\$330.98	\$901.98	\$342.04	\$1,414.94			\$1.20			
Funds Application	11/15/2022	09/01/2022	\$1,575.00						\$1,072.90				
Late Charge Assesmd	11/09/2022	09/01/2022											
Misc Corporate Adv Dish	10/31/2022						\$1,072.90					\$61.65	
Misc Corporate Adv Dish	10/27/2022						\$1,072.90			\$1.20			
Late Charge Assesmd	10/10/2022	09/01/2022								\$0.05			
Short Payment	10/10/2022	09/01/2022		\$339.37	\$904.59	\$343.04	\$1,072.90					\$61.65	
Funds Application	10/07/2022	09/01/2022	\$1,575.00						\$1,575.00				
Misc Corporate Adv Dish	09/28/2022						\$729.86						
Late Charge Assesmd	09/08/2022	09/01/2022											
Short Payment	09/06/2022	09/01/2022		\$325.78	\$907.18	\$342.04	\$729.86					\$61.65	
Funds Application	09/02/2022	07/01/2022	\$1,575.00						\$1,575.00				
Principal Curtailment	08/30/2022	07/01/2022		\$618.26			\$387.82			\$1,575.00			
Funds Application	08/30/2022	07/01/2022								\$618.26			
Restricted Corp Adv Adj	08/30/2022		\$-40.00				\$387.82			\$-40.00		\$40.00*	
Funds Application	08/30/2022	07/01/2022								\$-40.00			
Late Charge Assesmd	08/09/2022	07/01/2022								\$123.30			
Property Pres Corp Adv	08/08/2022						\$387.82					\$61.65	
Funds Application	08/03/2022	06/01/2022	\$1,575.00	\$318.33	\$914.63	\$348.19	\$387.82			\$20.00			
Misc Corporate Adv Dish	07/19/2022						\$43.63			\$2.15			
Late Charge Assesmd	07/08/2022	06/01/2022								\$25.00			
Misc Corporate Adv Dish	07/08/2022						\$43.63					\$61.65	
Misc Corporate Adv Dish	07/08/2022						\$43.63			\$0.05			
Property Pres Corp Adv	06/30/2022						\$43.63			\$0.05			
Escrow Advance Reptymt	06/29/2022	03/01/2022								\$20.00			
Funds Application	06/29/2022	05/01/2022		\$315.82	\$917.14	\$344.19	\$300.56						
Escrow Advance Reptymt	06/29/2022	04/01/2022											
Funds Application	06/29/2022	04/01/2022		\$313.33	\$919.63	\$344.19	\$344.19	\$644.75					
Escrow Advance Reptymt	06/29/2022	03/01/2022											
Funds Application	06/29/2022	03/01/2022		\$310.86	\$922.10	\$344.19	\$344.19	\$988.94					
Restricted Corp Adv Adj	06/29/2022		\$-57.55										
Escrow Advance Reptymt	06/28/2022	02/01/2022											
Funds Application	06/28/2022	02/01/2022	\$1,636.16	\$308.41	\$924.55	\$344.19	\$344.19	\$1,333.13	\$59.01				
Misc Default Exp Corp Adv	06/23/2022							\$1,333.13					
Misc Default Exp Corp Adv	06/23/2022							\$1,333.13		\$31.74			

Attorney Corp Advance	06/23/2022				\$1,333.13			\$75.00		
Balance Adjustment	06/10/2022	02/01/2022			\$1,333.13					
Principal Bal Adjustment	06/10/2022	02/01/2022			\$13,368.75					
Principal Bal Adjustment	06/10/2022	11/01/2019			\$13,368.75					
Restricted Corp Adv Adj	06/10/2022				\$13,368.75					
Fee Waiver/Assess	06/10/2022	11/01/2019			\$13,368.75					
Funds Application	06/09/2022	11/01/2019	\$1,636.16		\$13,368.75	\$1,636.16				\$594.33 D
Principal Bal Adjustment	06/08/2022	11/01/2019			\$13,368.75					
Misc Corporate Adv Disb	06/06/2022				\$13,368.75			\$26.31		
Property Pres Corp Adv	05/31/2022				\$13,368.75			\$20.00		
Escrow Advance	05/11/2022	12/01/2019	\$1,534.00		\$1,534.00					
Hazard Ins Disbursement	05/11/2022	06/01/2022	\$1,534.00		\$1,534.00	\$1,534.00	\$11,834.75			
Misc Corporate Adv Disb	04/28/2022				\$11,834.75			\$0.62		
Misc Corporate Adv Disb	04/28/2022				\$11,834.75			\$0.62		
Property Pres Corp Adv	04/26/2022				\$11,834.75			\$20.00		
Funds Application	04/04/2022	12/01/2019	\$1,636.14		\$11,834.75	\$1,636.14				
Misc Corporate Adv Disb	03/29/2022				\$11,834.75			\$0.05		
Misc Corporate Adv Disb	03/24/2022				\$11,834.75			\$0.05		
Property Pres Corp Adv	03/23/2022				\$11,834.75			\$20.00		
Correct Original Loan Date	03/15/2022	12/01/2019			\$11,834.75					
Funds Application	03/14/2022	11/09/2019	\$1,636.14		\$11,834.75	\$1,636.14				
Attorney Corp Advance	02/28/2022				\$11,834.75			\$5.00		
Misc Corporate Adv Disb	02/28/2022				\$11,834.75			\$0.05		
Misc Corporate Adv Disb	02/23/2022				\$11,834.75			\$25.68		
Late Charge Assessed	02/16/2022	11/01/2019			\$11,834.75					\$42.64
Misc Corporate Adv Disb	02/16/2022				\$11,834.75			\$1.20		
Escrow Advance Repymt	02/07/2022	10/01/2019			\$200.87					
Funds Application	02/07/2022	10/09/2019	\$1,636.14	\$852.86	\$200.87	\$200.87	\$12,035.62	\$582.41		
Misc Corporate Adv Disb	01/26/2022				\$12,035.62			\$1.20		
Misc Corporate Adv Disb	01/19/2022				\$12,035.62			\$0.08		
Late Charge Assessed	01/17/2022	10/01/2019			\$12,035.62					\$42.64
Attorney Corp Advance	01/15/2022				\$12,035.62			\$5.00		
Attorney Corp Advance	01/15/2022				\$12,035.62			\$25.00		
Escrow Advance Repymt	01/08/2022	09/01/2019			\$200.87					
Funds Application	01/08/2022	09/09/2019		\$852.86	\$200.87	\$200.87	\$12,236.49			
Escrow Advance Repymt	01/08/2022	08/01/2019			\$200.87					
Funds Application	01/08/2022	08/09/2019	\$1,636.14	\$852.86	\$200.87	\$200.87	\$12,437.36	\$171.32		
Misc Corporate Adv Disb	12/29/2021				\$12,437.36			\$1.20		
Late Charge Assessed	12/16/2021	08/01/2019			\$12,437.36					\$42.64
Escrow Advance Repymt	12/06/2021	07/01/2019			\$200.87					
Funds Application	12/06/2021	07/09/2019	\$1,636.14	\$852.86	\$200.87	\$200.87	\$12,638.23	\$382.41		
Misc Corporate Adv Disb	11/22/2021				\$12,638.23			\$1.20		
Late Charge Assessed	11/16/2021	07/01/2019			\$12,638.23					\$42.64
Escrow Advance	11/16/2021	07/01/2019	\$2,266.26		\$2,266.26					
County Tax Disbursement	11/16/2021	12/01/2021	\$2,266.26		\$2,266.26	\$2,266.26	\$10,371.97			
Misc Corporate Adv Disb	11/11/2021				\$10,371.97			\$1.20		
Property Pres Corp Adv	11/09/2021				\$10,371.97			\$20.00		
Escrow Advance Repymt	11/03/2021	06/01/2019			\$200.87					

-533,997.34 ?

Funds Application	11/03/2021	05/09/2019		\$852.86	\$200.87	\$200.87	\$10,572.84	-\$1,053.73		
Escrow Advance Reymnt	11/03/2021	05/01/2019			-\$200.87		\$10,572.84			
Funds Application	11/03/2021	03/09/2019	\$1,436.14	\$852.86	\$100.87	\$200.87	\$10,773.71	\$582.41		
Misc Corporate Adv Disb	10/31/2021						\$10,773.71	\$0.74		
Misc Corporate Adv Disb	10/31/2021						\$10,773.71	\$0.83		
Misc Corporate Adv Disb	10/28/2021						\$10,773.71	\$1.20		
Property Pres Corp Adv	10/23/2021						\$10,773.71	\$20.00		
Late Charge Assessed	10/18/2021	05/01/2019					\$10,773.71		-\$42.64	
Misc Corporate Adv Disb	10/12/2021						\$10,773.71	\$1.20		
Misc Corporate Adv Disb	09/27/2021						\$10,773.71	\$1.20		
Misc Corporate Adv Disb	09/25/2021						\$10,773.71	\$0.05		
Late Charge Assessed	09/16/2021	05/01/2019					\$10,773.71		-\$42.64	
Attorney Corp Advance	09/07/2021						\$10,773.71	\$125.00		
Property Pres Corp Adv	08/31/2021						\$10,773.71	\$20.00		
Misc Corporate Adv Disb	08/30/2021						\$10,773.71	\$0.05		
Late Charge Assessed	08/16/2021	05/01/2019					\$10,773.71		-\$42.64	
Attorney Corp Advance	08/04/2021						\$10,773.71	\$350.00		
Misc Corporate Adv Disb	07/30/2021						\$10,773.71	\$1.00		
Misc Corporate Adv Disb	07/30/2021						\$10,773.71	\$1.75		
Misc Corporate Adv Disb	07/29/2021						\$10,773.71	\$15.72		
Misc Corporate Adv Disb	07/29/2021						\$10,773.71	\$0.05		
Property Pres Corp Adv	07/27/2021						\$10,773.71	\$20.00		
Misc Corporate Adv Disb	07/27/2021						\$10,773.71	\$0.05		
Misc Corporate Adv Disb	07/19/2021						\$10,773.71	\$1.20		
Late Charge Assessed	07/17/2021	05/01/2019					\$10,773.71		-\$42.64	
Property Pres Corp Adv	06/24/2021						\$10,773.71	\$20.00		
Late Charge Assessed	06/16/2021	05/01/2019					\$10,773.71		-\$42.64	
Misc Corporate Adv Disb	05/22/2021						\$10,773.71	\$0.05		
Property Pres Corp Adv	05/18/2021						\$10,773.71	\$20.00		
Late Charge Assessed	05/17/2021	05/01/2019					\$10,773.71		-\$42.64	
Misc Corporate Adv Disb	05/17/2021						\$10,773.71	\$0.05		
Misc Corporate Adv Disb	05/15/2021						\$10,773.71	\$1.20		
Escrow Advance	05/11/2021	05/01/2019	\$1,488.00			\$1,488.00	\$10,773.71			
Hazard Ins Disbursement	05/11/2021	06/01/2021	-\$1,488.00		-\$1,488.00	-\$1,488.00	\$9,285.71			
Misc Corporate Adv Disb	04/26/2021						\$9,285.71	\$1.20		
Misc Corporate Adv Disb	04/21/2021						\$9,285.71	\$0.05		
Late Charge Assessed	04/17/2021	05/01/2019					\$9,285.71		-\$42.64	
Property Pres Corp Adv	04/15/2021						\$9,285.71	\$20.00		
Misc Corporate Adv Disb	04/01/2021						\$9,285.71	\$1.20		
Misc Corporate Adv Disb	04/01/2021						\$9,285.71	\$1.20		
Misc Corporate Adv Disb	03/31/2021						\$9,285.71	\$0.72		
Misc Corporate Adv Disb	03/17/2021						\$9,285.71	\$1.20		
Misc Corporate Adv Disb	03/17/2021						\$9,285.71	\$0.05		
Late Charge Assessed	03/16/2021	05/01/2019					\$9,285.71		-\$42.64	
Property Pres Corp Adv	03/16/2021						\$9,285.71	\$20.00		
Misc Corporate Adv Disb	02/25/2021						\$9,285.71	\$1.75		

Disb	09/16/2020							\$7,213.14		\$0.40
Misc Corporate Adv	09/16/2020							\$7,213.14		\$0.25
Disb	09/16/2020							\$7,213.14		\$0.25
Misc Corporate Adv	09/16/2020							\$7,213.14		\$1.75
Disb	09/16/2020							\$7,213.14		\$1.75
Escrow Advance	09/10/2020	03/01/2019						\$200.87		\$7,213.14
Repymt										
Funds Application	09/10/2020	03/09/2019	\$1,174.00	*	\$852.86	\$200.87	\$200.87	\$7,414.01	\$120.27	
Misc Corporate Adv	09/01/2020							\$7,414.01		\$0.12
Disb	09/01/2020							\$7,414.01		\$0.25
Misc Corporate Adv	09/01/2020							\$7,414.01		\$0.25
Disb	09/01/2020							\$7,414.01		\$0.25
Misc Corporate Adv	09/01/2020							\$7,414.01		\$0.25
Disb	09/01/2020							\$7,414.01		\$1.75
Misc Corporate Adv	08/31/2020							\$7,414.01		\$0.60
Disb	08/28/2020							\$7,414.01		\$0.05
Misc Corporate Adv	08/19/2020							\$7,414.01		\$1.20
Disb	08/11/2020	03/09/2019	\$1,124.00	*				\$7,414.01	\$1,124.00	
Funds Application										
Misc Corporate Adv	07/31/2020							\$7,414.01		\$0.12
Disb	07/31/2020							\$7,414.01		\$0.25
Misc Corporate Adv	07/31/2020							\$7,414.01		\$1.75
Disb	07/31/2020							\$7,414.01		\$0.05
Misc Corporate Adv	07/31/2020							\$7,414.01		\$1.20
Disb	07/20/2020							\$7,414.01		\$1.20
Misc Corporate Adv	07/13/2020	02/01/2019						\$200.87		\$7,414.01
Escrow Advance										
Repymt										
Funds Application	07/13/2020	02/09/2019						\$852.86	\$200.87	\$200.87
Misc Corporate Adv	07/13/2020	01/01/2019						\$200.87		\$7,614.88
Escrow Advance										
Repymt										
Funds Application	07/13/2020	01/09/2019						\$852.86	\$200.87	\$200.87
Misc Corporate Adv	07/09/2020	01/09/2019	\$2,400.00					\$7,815.75	\$2,400.00	\$2,400.00
Funds Application										
Attorney Corp	06/30/2020							\$7,815.75		\$475.00
Advance										
Misc Corporate Adv	06/30/2020							\$7,815.75		\$0.05
Disb	06/20/2020							\$7,815.75		\$475.00
Attorney Corp										
Advance										
Misc Corporate Adv	06/20/2020							\$7,815.75		\$0.05
Disb	06/20/2020							\$7,815.75		\$1.20
Misc Corporate Adv	06/20/2020							\$7,815.75		\$1.20
Disb	06/10/2020							\$7,815.75		\$150.53
Statutory Exp Corp										
Adv										
Misc Corporate Adv	06/03/2020							\$7,815.75		\$1.20
Disb	06/01/2020	01/01/2019						\$1,399.00		\$7,815.75
Escrow Advance										
Repymt										
Hazard Ins Refund	06/01/2020	01/01/2019	\$1,399.00					\$1,399.00	\$1,399.00	\$9,214.75
Property Pres Corp	06/01/2020							\$9,214.75		\$14.25
Adv										
Attorney Corp	05/29/2020							\$9,214.75		\$75.00
Advance										
Attorney Corp	05/29/2020							\$9,214.75		\$250.00
Advance										
Escrow Advance	05/28/2020	01/01/2019	\$1,596.00					\$1,596.00		\$9,214.75
Hazard Ins										
Disbursement	05/28/2020	06/01/2020	\$1,596.00					\$1,596.00	\$1,596.00	\$7,618.75
Misc Corporate Adv	05/21/2020							\$7,618.75		\$0.05
Disb	05/21/2020							\$7,618.75		\$75.00
Misc Corporate Adv	05/20/2020							\$7,618.75		\$285.00
Attorney Corp										
Advance										
Property Pres Corp	05/14/2020							\$7,618.75		\$14.25
Adv										
Escrow Advance	05/11/2020	01/01/2019	\$1,946.00					\$1,946.00		\$7,618.75
Hazard Ins										
Disbursement	05/11/2020	02/01/2020	\$1,946.00					\$1,946.00	\$1,946.00	\$5,672.75

Misc Corporate Adv Disb	05/07/2020						\$5,672.75		\$1.20
Misc Corporate Adv Disb	05/06/2020						\$5,672.75		\$15.00
Misc Corporate Adv Disb	05/05/2020						\$5,672.75		\$25.00
Misc Corporate Adv Disb	04/30/2020						\$5,672.75		\$0.64
Misc Corporate Adv Disb	04/30/2020						\$5,672.75		\$1.00
Misc Corporate Adv Disb	04/25/2020						\$5,672.75		\$0.03
Misc Corporate Adv Disb	04/23/2020						\$5,672.75		\$75.00
Misc Corporate Adv Disb	04/06/2020						\$5,672.75		\$5.00
Misc Default Exp Corp Adv	03/31/2020						\$5,672.75		\$6.74
Misc Default Exp Corp Adv	03/31/2020						\$5,672.75		\$25.00
Property Pres Corp Adv	03/31/2020						\$5,672.75		\$14.25
Attorney Corp Advance	03/31/2020						\$5,672.75		\$150.00
Escrow Advance Repymt	03/30/2020	04/01/2019					-51,718.00	\$5,672.75	
Hazard Ins Refund	03/30/2020	01/01/2019	\$1,718.00				\$1,718.00	\$1,718.00	\$7,390.75
Attorney Corp Advance	03/17/2020						\$7,390.75		\$150.00
Misc Default Exp Corp Adv	03/11/2020						\$7,390.75		\$17.40
Restricted Escrow Disb	03/02/2020						-3,271.93	\$7,390.75	
Restricted Escrow Disb	03/02/2020						-2,664.04	\$7,390.75	
Property Pres Corp Adv	03/02/2020						\$7,390.75		\$14.25
Misc Corporate Adv Disb	02/27/2020						\$7,390.75		\$5.00
Restricted Escrow Deposit	02/25/2020	01/01/2019	\$2,935.98				\$7,390.75		
Balance Adjustment	02/24/2020	01/01/2019					\$7,390.75		
Restricted Corp Adv Adj	01/24/2020		\$30.00						\$30.00
Restricted Corp Adv Adj	02/24/2020		\$3,582.00						\$3,582.00
Loan Set Up Date	02/24/2020	01/01/2019					-82,388.25		

Event	Date	Amount	Description	Notes
Bankruptcy	9/17/2019 - 5-31-2020			
Bankruptcy	5-18-2020 - 10/13/20			
Borrower Payment	7/9/2020	\$2,499.00	Interest/repay past escrow due/amount escrow for Jan - Feb, 2019	Missed payments in 2018
Borrower Payment	8/11/2020	1,124.00	suspense account (amount less than monthly payment amount)	
Borrower Payment	9/10/2020	1,174.00	Interest/repay past escrow due/amount escrow for March 2019	
Suspense applied	9/29/2020	1,254.00	Interest/repay past escrow due/amount escrow for April 2019	
No Payment/ bankruptcy	Oct-20			
Borrower Payment	11/30/2020	1,038.14	total payment plan/Interest/repay past escrow due/amount escrow for May 2019/suspense	
Suspense applied	11/30/2020	1,264.00	Interest/repay past escrow due/amount escrow for June 2019	
Borrower Payment	12/8/2021	1,636.14	total payment plan/Interest/repay past escrow due/amount escrow for July 2019/suspense	
Borrower Payment	1/8/2022	1,636.14	total payment plan/Interest/repay past escrow due/amount escrow for Aug 2019	
Suspense applied	1/8/2022	1,264.00	total payment plan/Interest/repay past escrow due/amount escrow for Sept 2019	
Borrower Payment	2/7/2022	1,636.14	total payment plan/Interest/repay past escrow due/amount escrow for Oct 2019/suspense	
Borrower Payment	3/14/2022	1,636.14	Suspense account	
Borrower Payment	4/4/2022	1,636.14	Suspense account	
Property tax & Insurance	5/11/2022	-1,534.00	escrow	
No Borrower Payment	5/11/2022			
Borrower Payment	6/9/2022	1,636.16	Suspense account for May 2019	
Balance adjustment (AM)	6/9/2022	-83,997.34	credited to past due balance through Jan 2022	
Borrower Payment	6/23/2022	1,636.16	principal/Interest/escrow repay/escrow for Feb, 2022	
Replacement (Pay adjustments)	6/23/2022	4,731.45	principal/Interest/escrow repay/escrow for March - May 2022	
No Borrower Payment	7/1/2022			
Borrower Payment	8/3/2022	1,575.00	principal/Interest/escrow for June 2022	
Borrower Payment	9/2/2022	1,575.00	principal/Interest/escrow for July 2022	
Borrower Payment	10/7/2022	1,575.00	principal/Interest/escrow for Aug 2022 (short payment payment amount due \$1,577.15)	
Borrower Payment	11/5/2022	1,575.00	principal/Interest/escrow for Sept 2022 (short payment payment amount due \$1,577.15)	
No Borrower Payment	12/1/2022			
Default Letter	12/6/2022		Cur default by Jan. 10, 2023	

#3

ATTACHMENT

ATTACHMENT
4

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

US Bank Trust National Association, Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust,

Plaintiff,

vs.

Betty J. Moultrie aka Betty J. Shine, Individually and as Personal Representative of the Estate of Bradford Moultrie aka Bradford Willie Moultrie; The Personal Representative, if any, whose name is unknown, of the Estate of Corinth Moultrie; Bradford Moultrie aka Bradford Moultrie, II; and any other Heirs-at-Law or Devisees of Bradford Moultrie aka Bradford Willie Moultrie, Deceased, and Corinth Moultrie, Deceased et al

Defendant(s).

(File No. 4057.00523)

IN THE COURT OF COMMON PLEAS

C/A NO.: 2023-CP-08-00547

NOTICE OF HEARING

A hearing has been scheduled on Plaintiff's motion for summary judgment in the above-referenced matter for **June 3, 2025 at 11:00 a.m.** before the W.T. Geddings, Jr., Special Referee for Berkeley County, 20 South Brooks Street, Manning, South Carolina. Plaintiff's motion seeks an Order of Judgment of Foreclosure and Sale Decree. You are invited to attend.

If Plaintiff's motion is granted, a foreclosure sale could be ordered as soon as allowed by law.

RILEY POPE & LANEY, LLC

s/ M. McMullen Taylor

M. McMullen Taylor, SC Bar #72848

(803) 799-9993

Attorneys for Plaintiff

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR ATTEMPTING 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.



ATTACHMENT
5

EXHIBIT A

BORROWER(S): BETTY J MOULTRIE AND BRADFORD MOULTRIE

LOAN NUMBER: 258890

LEGAL DESCRIPTION:

STATE OF SOUTH CAROLINA, COUNTY OF DORCHESTER, AND DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF BERKELEY, STATE OF SOUTH CAROLINA, KNOWN AND DESIGNATED AS LOT 70, INDIAN WOODS VILLAGE AT SANGAREE, PHASE I, AS SHOWN ON A PLAT MADE BY J. E. SIRRINE COMPANY, SURVEYORS, DATED DECEMBER 29, 1982, AND RECORDED IN THE R. M. C. OFFICE FOR BERKELEY COUNTY IN FILE CABINET E, PAGE 68; SAID LOT HAVING SUCH SIZE, SHAPE, DIMENSIONS, BUTTINGS AND SOUNDINGS AS WILL BY REFERENCE TO SAID PLAT MORE FULLY APPEAR. BEING THE SAME PROPERTY CONVEYED FROM JIM R. STONE AND CYNTHIA C. STONE, TO BRADFORD MOULTRIE AND BETTY J. MOULTRIE, BY DEED RECORDED 05/05/1989, IN BOOK A-807, AT PAGE 218, IN THE RMC OFFICE FOR BERKELEY COUNTY, SOUTH CAROLINA.

BEING THE SAME PROPERTY CONVEYED TO BRADFORD MOULTRIE AND BETTY J. MOULTRIE FROM JIM R. STONE AND CYNTHIA G. STONE BY DEED DATED APRIL 25, 1989 AND RECORDED ON MAY 5, 1989 IN THE REGISTER OF DEED FOR DORCHESTER COUNTY, SC IN DEED BOOK: A807, PAGE: 218

Tax Map Sequence Number: 2330905022

ALSO KNOWN AS: 102 Spearhead Ct, Summerville, SC 29483



6/12/25, 1:44 AM

Yahoo Mail - Fw: Fwd: Fw: US Bank Trust National Association, Et. al., vs Betty Shine, et. al. - Case No. 2023-CP-08-00547

THIS FIRM COLLECTS DEBTS FOR MORTGAGE BANKING CREDITORS AND OTHER LENDING INSTITUTIONS. ANY INFORMATION OBTAINED BY THIS OFFICE WILL BE USED FOR THAT PURPOSE. *This e-mail message is confidential. It may contain information that is privileged or subject to other confidentiality requirements and exemptions from disclosure under applicable law. It is intended solely for the use of the intended recipient. If you are not the intended recipient, notify sender immediately. Any distribution or copying of this communication is strictly prohibited.*

ATTACHMENT
#16

From: Willie Heyward, Esq <heirspropertylawcenter@live.com>
Sent: Thursday, May 22, 2025 12:34 PM
To: Mullen Taylor <MTaylor@rpfirm.com>; W. T. Geddings Jr <wtg@geddingslawfirm.com>
Cc: Willie Heyward <wheyward80@gmail.com>
Subject: US Bank Trust National Association, Et. al., vs Betty Shine, et. al. - Case No. 2023-CP-08-00547

Dear Atty. Taylor and Special Referee Geddings:

We received communications from Ms. Shine informing us that her sister has passed away. The funeral service is scheduled for May 28. Ms. Shine is requesting that the hearing scheduled for June 3 be postponed until further notice. Thank you.

Jeanette B. Spencer

Legal Assistant for Willie B. Heyward
Heirs Property Law Firm, LLC

27 Gamecock Avenue, Suite 200

Charleston, S. C. 29407

Phone - 843-225-8754 / 843-240-4173

heirspropertylawcenter@live.com

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From: Mullen Taylor <MTaylor@rplfirm.com>
Sent: Tuesday, May 27, 2025 2:16 PM
To: 'Willie Heyward, Esq' <heirspropertylawcenter@live.com>; W. T. Geddings Jr <wtg@geddingslawfirm.com>
Cc: Willie Heyward <wheward80@gmail.com>; Monique Trifos <mtrifos@rplfirm.com>
Subject: RE: US Bank Trust National Association, Et. al., vs Betty Shine, et. al. - Case No. 2023-CP-08-00547

Mr. Heyward,

I'm very sorry to hear of Ms. Shine's loss. Regrettably, my client will not consent to any postponement of the hearing. However, I will of course abide by whatever decision the Special Referee makes concerning your request for a continuance.

Kind regards,

Mullen

**RILEY
POPE &
LANEY**
LAW

M. McMullen Taylor | Attorney
Riley Pope & Laney, LLC – South Carolina | North Carolina
2838 Devine Street | Columbia, SC 29205

6/12/25, 1:44 AM

Yahoo Mail - Fw: Fwd: Fw: US Bank Trust National Association, Et. al., vs Betty Shine, et. al. - Case No. 2023-CP-08-00547

THIS FIRM COLLECTS DEBTS FOR MORTGAGE BANKING CREDITORS AND OTHER LENDING INSTITUTIONS. ANY INFORMATION OBTAINED BY THIS OFFICE WILL BE USED FOR THAT PURPOSE.

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ATTACHMENT
#6

From: Willie Heyward, Esq <heirspropertylawcenter@live.com>

Sent: Thursday, May 22, 2025 12:34 PM

To: Mullen Taylor <MTaylor@rplfirm.com>; W. T. Geddings Jr <wtg@geddingslawfirm.com>

Cc: Willie Heyward <wheyward80@gmail.com>

Subject: US Bank Trust National Association, Et. al., vs Betty Shine, et. al. - Case No. 2023-CP-08-00547

Dear Atty. Taylor and Special Referee Geddings:

We received communications from Ms. Shine informing us that her sister has passed away. The funeral service is scheduled for May 28. Ms. Shine is requesting that the hearing scheduled for June 3 be postponed until further notice. Thank you.

Jeanette B. Spencer

Legal Assistant for Willie B. Heyward
Heirs Property Law Firm, LLC

27 Gamecock Avenue, Suite 200

Charleston, S. C. 29407

Phone - 843-225-8754 / 843-240-4173

heirspropertylawcenter@live.com

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STATE OF SOUTH CAROLINA)
 COUNTY OF Berkeley)
US Bank Trust National Assoc)
 Plaintiff,)
 vs.)
Betty G. Moore)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 JUDICIAL CIRCUIT
 CASE NO.: 2023-CP-08-00547

MOTION AND ORDER INFORMATION
 FORM AND COVER SHEET

Plaintiff's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	Defendant's Attorney: <u>Pro Se</u> , Bar No. _____ Address: <u>102 Spearhead Ct</u> <u>Summerville, SC 29486</u> Phone: _____ Fax _____ E-mail: <u>Mail</u> Other: _____
<input checked="" type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information Nature of Motion: <u>Reconsideration</u> Estimated Time Needed: _____ Court Reporter Needed: <input type="checkbox"/> YES / <input type="checkbox"/> NO	
SECTION II: Motion/Order Type <input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
Signature of Attorney for <input type="checkbox"/> Plaintiff / <input checked="" type="checkbox"/> Defendant: <u>Betty G. Moore (motion)</u> Date submitted: <u>6/27</u> , 20 <u>25</u>	
SECTION III: Motion Fee <input type="checkbox"/> PAID - AMOUNT: \$ _____ <input type="checkbox"/> EXEMPT: (check reason) <ul style="list-style-type: none"> <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCSA) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ <input type="checkbox"/> Other: _____	
JUDGE'S SECTION <input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other: _____	
JUDGE CODE _____ Date: _____, 20____	
CLERK'S VERIFICATION Collected by: <u>Donna Smith</u> Date Filed: <u>06/27</u> , 20 <u>25</u>	
<input checked="" type="checkbox"/> MOTION FEE COLLECTED: \$ <u>25.00 CASH</u> <input type="checkbox"/> CONTESTED - AMOUNT DUE: \$ _____	

FILED
 2025 JUN 27 PM 2:53
 LEAH GUERRY DUPREE
 CLERK OF COURT
 BERKELEY COUNTY, SC

[Handwritten initials]

Common Pleas
Clerk : Leah Guerry Dupree
300 B California Avenue
Moncks Corner, SC 29461
Phone:(843) 719-4400 Fax:(843) 719-4509

Received From: Shine, Betty J

Date: 6/27/2025
 Receipt #: 6139520
 Clerk: c08slovin

Paying for: Self
 Transaction Type: Payment
 Payment Type: Cash
 Total Paid:

\$25.00
 \$25.00

Reference #:
 Comment:
 Non-Refundable

You may check the status of your Berkeley case at:
<http://www.sccourts.org/caseSearch/>

<u>Case #</u>	<u>Caption</u>	<u>Previous Balance</u>	<u>Amount Paid</u>	<u>Balance Due</u>
2023CP0800547	Us Bank Trust National Association , plaintiff, et al VS Bradford Moultrie , defendant, et al	\$25.00	\$25.00	\$0.00

Total Cases: 1

\$25.00

\$25.00

\$0.00

EXHIBIT #2


STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)
)
 US Bank Trust National Association, Not)
 in Its Individual Capacity but Solely as)
 Owner Trustee for VRMTG Asset Trust,)
)
 Plaintiff,)
)
 VS.)
)
 Betty J. Moultrie aka Betty J. Shine,)
 Individually and as Personal)
 Representative of the Estate of Bradford)
 Moultrie aka Bradford Willie Moultrie, et)
 al;)
)
 Defendants)
)

IN THE COURT OF COMMON PLEAS
 CASE NUMBER 2023-CP-08-00547

ORDER DENYING MOTIONS OF
 DEFENDDANT BETTY J. SHINE

Having reviewed and considered all of Defendant Betty J. Moultrie, aka Betty J. Shine's, post-trial motions, I find that all such motions should be denied. I find that no stay should be granted and that the original Order should stand as drafted.

AND IT IS SO ORDERED.


 W. T. Geddings, Jr.
 Special Referee for Berkeley County

July 14, 2025
 Manning, South Carolina

EXHIBIT #3

RECEIVED

Aug 05 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
IN THE SUPREME COURT

APPEAL FROM BERKELEY COUNTY
COURT OF COMMON PLEAS
W.T. GEDDINGS, SPECIAL REFEREE

Case No: 2023-CP-08-00547

U.S. Bank Trust National Association, Not in its Individual Capacity but Solely as Owner
Trustee for VRMTG Asset Trust,

Respondent,

v.

Betty J. Moultrie aka Betty J. Shine, In-dividually and as Personal Representative of the
Estate of Bradford Moultrie aka Bradford Willie Moultrie, et al;

Appellant.

NOTICE OF APPEAL

Betty J. Moultrie aka Betty J. Shine appeals the order denying Rule 59(e) Motion
of the Honorable W.T. Geddings dated July 14, 2025. Appellant received a written notice
of entry of this order denying Rule 59(e) on July 14, 2025.

**RESPECTFULLY SUBMITTED,
THE CURRY LAW FIRM, LLC**

s/Eduardo K. Curry

Eduardo K. Curry, Esq
Post Office Box 42270
North Charleston, South Carolina 29423
(843) 767-5284
(843) 767-5286 (Fax)
Attorney for Appellate

Dated: July 25, 2025

Other Counsels of Record:

Heidi B. Carey
2838 Devine Street
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803.799.9993
Attorney for Respondent

M. McMullen Taylor
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Attorney for Respondent

Kelley Yarborough Woody
P.O. Box 6432
Columbia, SC 29260
803-787-9678
Attorney for Respondent

RECEIVED

Aug 05 2025

FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL **SC Court of Appeals**

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
IN THE SUPREME COURT

APPEAL FROM BERKELEY COUNTY
COURT OF COMMON PLEAS
W.T. GEDDINGS, SPECIAL REFEREE

Case No: 2025-0015

US Bank Trust National Association, Not in Its Individual Capacity but Solely
as Owner Trustee for VRMTG Asset Trust,

Respondent,

v.

Betty J. Moultrie aka Betty J. Shine, Individually and as Personal Representative of the Estate of Bradford Moultrie aka Bradford Willie Moultrie; The Personal Representative, if any, whose name is unknown, of the Estate of Corinth Moultrie; Bradford Moultrie aka Bradford Moultrie, II; and any other Heirs-at-Law or Devisees of Bradford Moultrie aka Bradford Willie Moultrie, Deceased, and Corinth Moultrie, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also, any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe, South Carolina Federal Credit Union, and Berkeley Electric Cooperative, Inc., Defendants, of which Betty J. Moultrie is the Appellant.

Appellant.

PROOF OF SERVICE

The Appellants certify that the NOTICE OF APPEAL and ORDER DENYING RULE 59(e) was served on the Respondents by emailing a .pdf copy of the same to their counsels of record on August 5, 2025.

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Damon Christian Wlodarczyk
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Attorney for Respondent

**RESPECTFULLY SUBMITTED,
THE CURRY LAW FIRM, LLC**

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(843) 767-5284
(843) 767-5286 (Fax)
Attorney for Appellants

Dated: August 5, 2025