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SC Court of Appeals

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

**APPEAL FROM HORRY COUNTY
ALAN D. CLEMMONS, MASTER-IN-EQUITY**

**Appellate Case No. 2025-000692
Lower Court Case No. 2023-CP-26-04562**

United States of America acting through the
Rural Housing Service or successor agency,
United States Department of Agriculture,Appellant

v.

James Y Fisher, II, Stacy C. Fisher a/k/a Stacy C. Woodle
a/k/a Stacy C. Contris, Respondents

RECORD ON APPEAL

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America acting through the Rural Housing
Service or successor agency, United States
Department of Agriculture*

**THE STATE OF SOUTH CAROLINA
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James Y Fisher, II, Stacy C. Fisher a/k/a Stacy C. Woodle
a/k/a Stacy C. Contris, Respondents

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STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
C/A NO.: 2023-CP-26-04562

United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture,

Plaintiff,

vs.

James Y. Fisher, II, and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris,

Defendants.

**JUDGMENT OF FORECLOSURE
AND ORDER FOR SALE**
(Deficiency Waived)
(Non-Eligible for Loan Modification Under the Home Affordable Modification Program)

Pursuant to Rule 53 SCRPC and the Order of Reference filed herein, the above-entitled matter was referred to the undersigned, as Master-in-Equity for Horry County, to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in the cause with appeal, if any, directly to the South Carolina Court of Appeals.

The case was called twice prior to commencing the hearing.

Pursuant to the said Order of Reference, a hearing was held on October 8, 2024 at 11:00 A.M. via the videoconferencing platform *WEBEX.com*. At the hearing, testimony was taken and evidence presented, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on July 24, 2023.
2. The Summons and Complaint were filed on July 24, 2023.
3. Service was made upon the Defendant James Y. Fisher, II at the Property address as set forth below on July 26, 2023 as shown by the Affidavit of Service filed herein.

4. Service was made upon the Defendant Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris at 3498 Highway 701 S Unit 9F, Conway, South Carolina 29527 as is shown by the Affidavits of Service filed herein (Defendant James Y Fisher, II and Stacy C. Fisher a/k/a Stacy C. Woodle are hereinafter referred to collectively as “Defendants”).
5. Defendants have served no Answer or other responsive pleading upon Plaintiff United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture (“Plaintiff”) and are now in default pursuant to the Affidavit of Default.
6. According to the Affidavit filed June 17, 2024, the Defendants are not in the Military Services of the United States of America, as contemplated under the Servicemembers Civil Relief Act 108 P.L. 189, 117 Stat. 2835 (50 USC App. §§ 501-597b)(“SCRA”), and any amendments thereto.
7. The Order of Reference filed June 18, 2024 wherein the above matter was referred to Alan Clemmons, as Master in Equity for Horry County with authority to enter final judgment in the action.
8. The Defendants were notified of the time, date and place of hearing in this matter, a copy of said notice is filed in this action.
9. For value received, Defendants made, executed and delivered to Plaintiff and its successors a Promissory Note (“Note”) dated July 7, 1998, promising thereby to pay to Plaintiff and its successors the sum of \$109,100.00, upon the terms and conditions set forth therein.

10. Concurrent with the execution of the Note, Defendants also executed a Subsidy Repayment Agreement (“Subsidy”) promising to repay the Plaintiff the subsidy granted thereby.
11. To better secure the payment of the Note and Subsidy described above, Defendants made, executed and delivered to Plaintiff and its successors in writing, a Mortgage dated July 7, 1998, (“Mortgage”) covering real property in Horry County more fully described therein and below. The Mortgage was filed on July 8, 1998, and is of record in the office of the ROD for Horry County in Mortgage Book 2294 at Page 1343.
12. This Mortgage constitutes a first lien on the subject property.
13. The titleholder of record in and to the subject property as of the filing of the Lis Pendens in this action are Defendants, who are the original mortgagors.
14. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note, Subsidy and Mortgage in the hands of the attorney herein for collection.
15. The sum of \$2,500.00 is a reasonable fee to allow as attorney fees for Plaintiff’s attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the Note, Subsidy and Mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

16. The Plaintiff testified the amount due and owing on the Note and Subsidy, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fee, secured by the Mortgage were as follows:

a.	Principal due as of October 8, 2024	\$98,978.63
b.	Interest from October 7, 2012, the date of default, through October 8, 2024, the date of hearing at 6.750%	\$80,245.80
c.	Late Charges before being sent to attorney for collection	\$1,183.12
d.	Subsidy granted	\$24,095.47
e.	Escrow/Impound required	\$1,720.00
f.	fees required with payoff:	
	o Escrow fees =	\$26,533.69
	o Caretaking fees =	\$2,265.71
	o Interest on fees =	\$12,056.06
g.	Attorney's fee	\$2,500.00
h.	Costs of collection prior to hearing	\$1,067.06
	 Total Debt due under the Note, Subsidy and Mortgage, including interest to date shown	 \$250,645.54

Per Diem at \$18.30

17. Upon weighing the equitable rights of the parties relating to the debt components of interest and property maintenance charges accruing over an extended period of time as identified above, the Court has determined that the Plaintiff sat upon its rights to commence and finalize its foreclosure action.

18. This determination is based upon equitable principles, specifically, the doctrine of unclean hands and other applicable equitable principles, specifically the doctrine of unclean hands and other applicable equitable maxims.

19. The Defendant James Y Fisher, II, appeared at the hearing and testified he voluntarily vacated the Property in February 2024, during the pendency of the within action.

20. The Defendant James Y Fisher, II did not contest any of the judgment figures or the Plaintiff's assertion that it made advancements for taxes and insurance.

21. While this is a default matter with Defendants filing no answer or responsive pleading and Defendant James Y. Fisher, II having occupied the Property through February 2024 and having presented no contest to the judgment figures, the Court is nonetheless addressing this issue *sua sponte* as a matter of public policy due to Plaintiff's significant delay in initiating and finalizing the foreclosure.

22. The Court reviewed the Authority to Testify and Statement of Debt along with the payoff funds panel, fee breakdown, mortgage contracting services, LLC invoice screen, the display check screen for tax disbursement to the Horry County Treasurer, the collection comments, the insurance hazard item screen.

23. I find that the Plaintiff has not provided to my satisfaction, the necessary proof of cancelled checks for any disbursements for taxes and insurance or the insurance declaration pages to substantiate the disbursements on the account and, therefore, I am not satisfied these items were properly advanced on the Defendant's Account.

24. As a result, the Court finds Plaintiff's Negative Escrow fees as indicated in the attachment to the Affidavit of Debt filed October 7, 2024 shall be reduced by \$18,516.31 from \$26,533.61 to \$8,017.38 for a total of which the Court believes to be a reasonable amount.

25. Accordingly, the debt Plaintiff is allowed to collect under the Notes, with interest at the rate provided in the Notes, Subsidy and other costs and expenses of collection, including attorney's fee, secured by the Mortgage shall be limited as follows:

a.	Principal due as of October 8, 2024	\$98,978.63
a.	Interest from October 7, 2012, the date of default, through October 8, 2024, the date of hearing at 6.750%	\$80,245.80
b.	Late Charges before being sent to attorney for collection	\$1,183.12
c.	Subsidy granted	\$24,095.47
d.	Escrow/Impound required	\$1,720.00
e.	fees required with payoff:	

o Escrow fees	=	\$8,017.38
o Caretaking fees	=	\$2,265.71
o Interest on fees	=	\$12,056.06
f. Attorney's fee		\$2,500.00
g. Costs of collection prior to hearing		\$1,067.06
Total Debt due under the Note, Subsidy and Mortgage, including interest to date shown		\$232,129.23

Per Diem at \$18.30

The amount due (shown above) shall accrue interest at the rate of 6.750% per annum and together with such interest shall constitute the total debt due the Plaintiff, pursuant to S.C. Code §29-3-630.

26. That the Plaintiff is seeking foreclosure of the Mortgage against all Defendants, and its right to a deficiency judgment is expressly waived.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

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. The Defendants named herein and all persons whosoever claiming under him, them or it 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.

2. Plaintiff's Mortgage constitutes a first lien on the subject property.

3. There is due to the Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$232,129.23 representing the total debt due Plaintiff as set out in the Findings of Fact *supra*.

4. The attorney fees included herein are fair and reasonable given (1) the nature of these proceedings, (2) the time actually devoted to the matter; (3) the professional standing of attorney who regularly represents clients in matters of this type as a partner in an AV rated firm; and (4) for the beneficial results that client has received.

5. The amount due in the preceding paragraph (the "Total Debt" as set forth hereinabove) shall accrue interest at the rate of 6.750% per annum and together with such interest shall constitute the total debt due the Plaintiff.

6. The judgment amount may be subject to increase to permit the Plaintiff to recover additional costs and expenses incurred within the foreclosure process and authorized under South Carolina law. Such additional costs and expenses shall be established by affidavit and shall be submitted to the Court without further hearing. Said affidavit must be presented to the Court for consideration within ten (10) days from the date of sale and must include supporting documentation. Jurisdiction over each component of the total debt is reserved to the undersigned to determine and to facilitate the assessment and payment of any such costs and/or assessments.

7. That on or before the date of sale of the property hereinafter described, Plaintiff or Plaintiff's attorney, is to be paid the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

8. 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 undersigned Master in Equity for Horry County at public auction, at the Horry County Courthouse, 1301 Second Avenue, Conway, County and State aforesaid, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on some other day appointed by the Court), on the following terms, that is to say:

A. FOR CERTIFIED FUNDS OR EQUIVALENT: The undersigned Master in Equity for Horry County will require, at the time of the bid, a deposit of five (5%) percent on the amount of the bid (in certified funds or equivalent) same to be applied on the purchase price if compliance is made; but in the event compliance is not made, the deposit may be forfeited without further hearing and applied first to costs of the action and then to Plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at the time of bid or comply with the other terms of the bid within thirty (30) days, then the property may be re-sold on the same terms and conditions on some subsequent sales day, but at the risk of the defaulting bidder(s).

B. Interest on the bid shall be paid through the day of compliance at the rate of 6.750%.

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

D. Plaintiff to pay for any statutory commission on sale from the proceeds of sale, and Purchaser to pay for deed preparation, costs of recording the deed and deed stamps.

9. As a personal or deficiency judgment is specifically waived, bidding will conclude on the **fall of the gavel** on the date of sale.

10. That the undersigned Master in Equity for Horry County, will by advertisement according to law, give notice of the time, and place of sale, and the terms thereof; advertisement shall not be initiated any sooner than six weeks prior to the scheduled sales date; 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 thirty (30) days after date of sale, then the undersigned Master in Equity for Horry County 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.

11. That the undersigned Master in Equity for Horry County will apply the proceeds of sale as follows:

FIRST: To the 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 (including attorney fees) or so much thereof as the purchase money will pay on the same.

NEXT: Any surplus will be held pending further Order of this Court.

12. That Plaintiff shall have judgment of foreclosure.

13. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses, and the indebtedness of Plaintiff in full, Plaintiff may pay to the undersigned Master in Equity for Horry County only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.

14. Should the Plaintiff, Plaintiff's attorney or agent fail to appear on sales day, the property shall not be sold, but shall be re-advertised and sold at some convenient sales day thereafter when the Plaintiff, Plaintiff's attorney or agent is present.

15. In the event of surplus funds and upon notification of the same, the Plaintiff shall provide this court Mortgagor's contact and identifying information ("Ordered Information") from their files so that Mortgagor may be located and notified of any remaining surplus funds. Ordered Information includes, but is not necessarily limited to the following: names, most recent mailing address, most recent email address, phone numbers, date of birth and social security numbers. Ordered Information provided to this court shall be kept confidential, shall be used for the sole purpose of notifying Owners of remaining surplus funds, and shall be destroyed upon distribution of attributable surplus funds. Ordered Information will not be published in the public record.

Ordered Information required by this court shall be provided to the court within a reasonable time period.

16. The successful bidder upon timely submission of the bid deposit shall be entitled to payoff amounts from any lienholder associated with the property that is the subject of this action. Liens include, but are not limited to, mortgages, statutory liens (mechanic's liens, property owners' association liens or other liens created by operation of law), judgments, tax liens and others. In the event the Plaintiff is the successful bidder, Plaintiff shall also be entitled to payoff amounts from lienholders. Lienholders shall provide payoff information within ten (10 days) of request.

17. It is further ORDERED, ADJUDGED AND DECREED if the named defendant(s) continues in possession of the property after a deed has been issued to the purchaser, then the Sheriff of Horry County is directed to eject and remove named defendant(s) from 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.

18. It is further ORDERED, ADJUDGED AND DECREED if the person(s) occupying the property after the deed has been issued to the purchaser is other than the named defendant(s), the purchaser shall serve the occupants with a Summons and Rule to Show Cause to determine why the occupant(s) should not be removed from the property.

17. That the deed of conveyance made pursuant to this sale shall be indexed in the grantor index by the Clerk of Court or Register of Deeds in the name of the owner of record of

subject property immediately prior to execution of the deed, as well as in the name of the undersigned Master in Equity for Horry County, who executes such deed as grantor.

18. The Master in Equity for Horry County, shall direct the Clerk of Court/Register of Deeds to release of record the mortgage lien being foreclosed, after the Order Confirming Sale and Disbursements has been executed and filed, which mortgage lien is described as follows:

That certain Mortgage given by James Y. Fisher, II and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacey C. Contris to United States of America acting through the Rural Housing Service and its successors dated July 7, 1998, and recorded in the Office of the Clerk of Court/Register of Deeds for Horry County on July 8, 1998, in Book 2294 at Page 1343.

19. The undersigned Master in Equity for Horry County will retain jurisdiction to do all the necessary acts incident to this foreclosure including, but not limited to, the issuance of a Supplemental Order to evidence additional debt incurred if the sale of the property is delayed by the filing of a bankruptcy petition, transfer of service of the Note, Subsidy, and Mortgage by the Plaintiff, or an attempt of the parties to reach a settlement, the issuance of a Supplemental Order to correct a harmless error in the action that does not substantially affect the rights of the parties, the issuance of a Writ of Assistance, disposing of any surplus funds pursuant to Rule 71(c), SCRCF, and hearing any issues involving appraisal proceedings under §29-3-680 et seq of the South Carolina Code of Laws (1976) as amended.

20. Mortgaged property to be sold by Master in Equity for Horry County:

All and singular that certain piece, parcel or lot of land, together with any and all improvements situate thereon, situate, lying and being in Conway Township, Horry County, South Carolina and being more particularly described as Lot 37, Phase I, on a Plat of Jasmine Woods Subdivision, Phase I, prepared by Hester Land Surveying Co., Inc., by L.J. (Alex) Hester, R.L.S., dated August 29, 1990 which plat is recorded in the Office of the ROD for Horry County in Plat Book 111 at Page 126, reference to which is craved as forming a part and parcel hereof.

This conveyance is made subject to that certain Declaration of Covenants and

Restrictions of Jasmine Woods Subdivision, Phase I, dated September 28, 1990 and recorded October 1, 1990 in Deed Book 1425 at Page 55, Office of the ROD for Horry County, South Carolina.

This being the same property conveyed to James Y. Fisher, II and Stacey C. Fisher by deed from Ronald G. Street and Sophia J. Street dated July 7, 1998 and recorded July 8, 1998 in the Office of the ROD for Horry County in Book 2052 at Page 1143.

TMS No.: 136-17-01-029

Address: 308 Jasmine Drive, Conway, South Carolina 29526

[MASTER IN EQUITY ELECTRONIC SIGNATURE PAGE TO FOLLOW]

January _____, 2025.
Horry County, South Carolina

FORM 4

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

**JUDGMENT IN A CIVIL CASE
CASE NO.: 2023-CP-26-04562**

United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture,

James Y. Fisher, II, and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris,

PLAINTIFF,

DEFENDANTS.

Submitted by: HARRELL, MARTIN & PEACE, P.A. Taylor A. Peace, SC Bar #100206 Jamie A. Weller, SC Bar #105548 135 Columbia Avenue, Post Office Box 1000 Chapin, South Carolina 29036	Attorney for: <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> 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/hearing before the court. The issues have been tried or heard and decision rendered.
 - ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit); Rule 43(k), SCRCP (Settled); Other _____
 - ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRCP; Bankruptcy; Binding Arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____
 - 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 COURT RULING IN THIS APPEAL.

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

ORDER INFORMATION

This order ends does not end the case.
 Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture	James Y. Fisher, II and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacey C. Contris	THE PROPERTY WHICH IS THE SUBJECT OF THIS ACTION BE SOLD AT PUBLIC SALE PURSUANT TO THE JUDGMENT OF FORECLOSURE AND ORDER FOR SALE. \$n/a
If applicable, describe the property, including tax map information and address, referenced in the order: <i>TMS No.: 136-17-01-029</i> <i>Address: 308 Jasmine Drive, Conway, South Carolina 29526</i>		

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.

_____, 20____
 Alan Clemmons
 Master in Equity for Horry County



Horry Common Pleas

Case Caption: United States Of America , plaintiff, et al VS James Y Fisher II ,
defendant, et al
Case Number: 2023CP2604562
Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/Alan D. Clemmons 3088 Master in Equity

Electronically signed on 2025-02-10 08:57:28 page 15 of 15

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ROA0017

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2023-CP-26-04562

United States of America acting through the
Rural Housing Service or successor agency,
United States Department of Agriculture,

**ORDER DENYING MOTION TO
RECONSIDER, ALTER OR AMEND**

Plaintiff,

vs.

James Y Fisher, II, Stacy C. Fisher a/k/a
Stacy C. Woodle a/k/a Stacy C. Contris.,

Defendants.

After review of Plaintiff's Motion to Reconsider or Alter and Amend ("Motion"), the court has determined that the original ruling detailed in this court's Order of February 10, 2025 is unchanged. Plaintiff's Motion to Reconsider or Alter or Amend is denied. This denial was determined upon subsequent review of the pleadings, evidence presented in the hearing on the merits and supporting Memorandum presented pursuant to Plaintiff's Motion.

This court reiterates that there will be no reduction in interest due to the continued occupancy of this property from the date of default (June 29, 2016) and thereafter during the pendency of this action, notwithstanding Plaintiff's significant delay in commencing the subject action. However, the debt amount shall be reduced by \$18,516.31 which constitutes unsubstantiated negative escrow charges due to Plaintiff's failure to timely provide supporting invoices as requested. Unsubstantiated negative escrow balances entries are charges on 8/12/13 (\$1397.66), 7/28/14 (\$1988.00), 7/17/15 (\$2006.00), 8/11/16 (\$3336.65), 9/19/17 (\$1378.00), 9/24/18 (\$1342.00), 8/27/19 (\$1308.00), 8/4/20 (\$1345.00), 7/28/21 (\$1363.00), 7/20/22 (\$1472.00), and 7/21/23 (\$1580.00).

This court heard this matter on October 9, 2024 and requested that supporting invoices be provided within ten days of the hearing. On October 18, 2024 this court's staff attorney contacted Plaintiff's counsel regarding the status of the request. On October 21, 2024 Plaintiff's counsel requested a couple of additional days to provide the requested information. This request was granted, yet no invoices were produced. The court issued the above-referenced ruling on December 2, 2024 and in that communication Plaintiff's counsel was informed that the requested information had not been received. Upon receipt of the December 2, 2024 ruling Plaintiff's counsel informed the court that he was going to once again reach out to his client. The court allowed five additional business days to comply with this request. On December 20, 2024 Plaintiff's counsel communicated to the court that he had a 2:00 meeting with his client regarding the request. No further communication was received from Plaintiff's counsel and on January 23, 2025 the court requested a proposed Order containing the above-referenced ruling. The proposed Order was signed on February 10, 2025 after several extensions to produce requested information were given to Plaintiff's counsel. The disallowed amounts are significant and the production of invoices to substantiate those charges should have been readily available from Plaintiff's records. Instead, over four months have passed without the production of the requested information

[MASTER IN EQUITY ELECTRONIC SIGNATURE PAGE TO FOLLOW]



Horry Common Pleas

Case Caption: United States Of America , plaintiff, et al VS James Y Fisher II ,
defendant, et al
Case Number: 2023CP2604562
Type: Master/Order/Other

So Ordered

s/Alan D. Clemmons 3088 Master in Equity

Electronically signed on 2025-03-12 16:18:39 page 3 of 3

ELECTRONICALLY FILED - 2025 Mar 12 4:44 PM - HORRY - COMMON PLEAS - CASE#2023CP2604562

ROA0020

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
C/A NO.: 2023-CP-26-_____

United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture,

Plaintiff,

LIS PENDENS

vs.

James Y. Fisher, II, and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris,

Defendants.

NOTICE IS HEREBY GIVEN that an action will be commenced within twenty (20) days of the filing of this Notice upon Complaint of the above-named Plaintiff against the above-named Defendants for the foreclosure of a Mortgage dated July 7, 1998, given by James Y. Fisher, II and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacey C. Contris ("Mortgage"), said Mortgage having been recorded in the Office of the Clerk of Court or Register of Deeds for Horry County on July 8, 1998, in Book 2294 at Page 1343. The said mortgaged premises affected by the foreclosure are situate in Horry County, in the State of South Carolina, and described in said Mortgage as follows:

All and singular that certain piece, parcel or lot of land, together with any and all improvements situate thereon, situate, lying and being in Conway Township, Horry County, South Carolina and being more particularly described as Lot 37, Phase I, on a Plat of Jasmine Woods Subdivision, Phase I, prepared by Hester Land Surveying Co., Inc., by L.J. (Alex) Hester, R.L.S., dated August 29, 1990 which plat is recorded in the Office of the ROD for Horry County in Plat Book 111 at Page 126, reference to which is craved as forming a part and parcel hereof.

This conveyance is made subject to that certain Declaration of Covenants and Restrictions of Jasmine Woods Subdivision, Phase I, dated September 28, 1990 and recorded October 1, 1990 in Deed Book 1425 at Page 55, Office of the ROD for Horry County, South Carolina.

This being the same property conveyed to James Y. Fisher, II and Stacey C. Fisher

by deed from Ronald G. Street and Sophia J. Street dated July 7, 1998 and recorded July 8, 1998 in the Office of the ROD for Horry County in Book 2052 at Page 1143.

TMS No.: 136-17-01-029

Address: 308 Jasmine Drive, Conway, South Carolina 29526

HARRELL, MARTIN & PEACE, P.A.

/s/ Jamie Anna Weller
Taylor A. Peace, SC Bar #100206
Jamie Anna Weller, SC Bar #105548
135 Columbia Avenue
Post Office Box 1000
Chapin, South Carolina 29036
(803) 345-3353
ATTORNEY FOR PLAINTIFF

Chapin, South Carolina
July 21, 2023

ELECTRONICALLY FILED - 2023 Jul 24 11:22 AM - HORRY - COMMON PLEAS - CASE#2023CP2604562

ROA0022

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2023-CP-26-_____

United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture,

Plaintiff,

vs.

James Y. Fisher, II, and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris,

Defendants.

SUMMONS
(Non-Jury)
(Foreclosure)
(Deficiency Waived)

TO THE DEFENDANT(S) ABOVE NAMED:

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 135 Columbia Avenue, PO Box 1000, Chapin, South Carolina 29036, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, 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 Plaintiff.

YOU WILL ALSO TAKE NOTICE that under the provisions of South Carolina Code 29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable directly to it

by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage (as defined in the Complaint) and the Complaint attached hereto.

HARRELL, MARTIN & PEACE, P.A.

/s/ Jamie Anna Weller
Taylor A. Peace, SC Bar #100206
Jamie Anna Weller, SC Bar #105548
135 Columbia Avenue
Post Office Box 1000
Chapin, South Carolina 29036
(803) 345-3353
ATTORNEY FOR PLAINTIFF

Chapin, South Carolina
July 21, 2023

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
C/A NO.: 2023-CP-26-_____

United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture,

Plaintiff,

vs.

James Y. Fisher, II, and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris,

Defendants.

COMPLAINT
(Non-Jury)
(Foreclosure)
(Deficiency Waived)

***THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT,
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.***

The Plaintiff above named, complaining of the Defendants above named, alleges as follows:

1. The Plaintiff is the United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture("Plaintiff").
2. Upon information and belief, Defendants James Y. Fisher, II and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacey C. Contris ("Defendants Fisher") are citizens and residents of the County of Horry, State of South Carolina; .
3. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of Section 15-35-840 of the South Carolina Code of Laws (1976), as amended.
4. Upon information and belief, the real and/or personal property which is/are the subject of this action is located in the County of Horry, State of South Carolina, and accordingly, this Court has jurisdiction over this cause.

5. Heretofore, on July 7, 1998, Defendants Fisher made, executed and delivered to United States of America acting through the Rural Housing Service and its successors a Promissory Note in the original principal sum of \$109,100.00 ("Note"), a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference.
6. Concurrent with the execution of the Note, Defendants Fisher also executed a Subsidy Repayment Agreement whereby they agreed to repay the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture the subsidy granted thereby ("Subsidy").
7. In order to secure said Note, Defendants Fisher did on July 7, 1998 make, execute and deliver to United States of America acting through the Rural Housing Service and its successors, their successors and assigns, a certain Mortgage (hereinafter "Mortgage"), a copy of which is attached hereto as **Exhibit "B"** and incorporated herein by reference, covering the premises located in the County of Horry, State of South Carolina and described as follows:

All and singular that certain piece, parcel or lot of land, together with any and all improvements situate thereon, situate, lying and being in Conway Township, Horry County, South Carolina and being more particularly described as Lot 37, Phase I, on a Plat of Jasmine Woods Subdivision, Phase I, prepared by Hester Land Surveying Co., Inc., by L.J. (Alex) Hester, R.L.S., dated August 29, 1990 which plat is recorded in the Office of the ROD for Horry County in Plat Book 111 at Page 126, reference to which is craved as forming a part and parcel hereof.

This conveyance is made subject to that certain Declaration of Covenants and Restrictions of Jasmine Woods Subdivision, Phase I, dated September 28, 1990 and recorded October 1, 1990 in Deed Book 1425 at Page 55, Office of the ROD for Horry County, South Carolina.

This being the same property conveyed to James Y. Fisher, II and Stacey C. Fisher by deed from Ronald G. Street and Sophia J. Street dated July 7, 1998 and recorded July 8, 1998 in the Office of the ROD for Horry County in Book 2052 at Page 1143.

TMS#: 136-17-01-029

Property Address: 308 Jasmine Drive, Conway, South Carolina 29526

8. Plaintiff is informed and believes that the Mortgage constitutes a valid first mortgage lien upon the property described in hereinabove.

9. On July 8, 1998 the said Mortgage was recorded in the Office of the ROD/Clerk of Court for Horry County in Mortgage Book 2294 at Page 1343.
10. The installments of principal and interest due under the Note and Mortgage have not been paid as required by the terms therein and the Plaintiff, as the holder of the said Note and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; there is now due and owing and unpaid upon the said Note and Mortgage the principal amount of \$98,978.63, together with accrued interest from October 7, 2012, advances, late charges, subsidy granted and a reasonable sum as attorney's fees and costs of this action..
11. Plaintiff provided all applicable notices of default.
12. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.
13. Plaintiff's right to an immediate personal judgment for the full amount found to be due and owing under the Note and Mortgage (to be reduced by the subsequent foreclosure sale) pursuant to South Carolina Code §29-3-650 and 29-3-660 is expressly waived .

WHEREFORE, Plaintiff prays for judgment against the Defendants as follows:

1. That the amount due upon said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.
2. That the said Plaintiff's Mortgage be declared a valid first lien 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 or which may be or have been paid by Plaintiff, together with reasonable 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 said sale;

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

Third, the surplus, if any, be distributed according to law; and

4. For an Order directing and empowering the Sheriff of Horry 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 such other and further relief as this Court may deem just and proper.

HARRELL, MARTIN & PEACE, P.A.

/s/ Jamie Anna Weller
Taylor A. Peace, SC Bar #100206
Jamie Anna Weller, SC Bar #105548
135 Columbia Avenue
Post Office Box 1000
Chapin, South Carolina 29036
(803) 345-3353
ATTORNEY FOR PLAINTIFF

Chapin, South Carolina
July 21, 2023

**NOTICE AS REQUIRED BY THE
FAIR DEBT COLLECTION
PRACTICES ACT, ("THE ACT")
15 U.S.C. SECTION 1601 AS AMENDED**

1. The amount of the debt is as stated in the Complaint.
2. The Creditor is United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture.
3. The debt described in the Complaint attached hereto will be assumed to be valid by the Creditor's law firm unless you, the debtor, within thirty (30) days after the receipt of this notice, dispute, in writing, the validity of the debt or some portion thereon.
4. If you, the debtor, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to you, the debtor, by the Creditor's law firm.
5. If the Creditor named in the attached Complaint is not the original Creditor, and if you make a written request to the Creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. Written requests should be mailed to Harrell, Martin & Peace, P.A., Post Office Box 1000, Chapin, South Carolina 29036.
7. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.
8. This notice is an attempt to collect a debt and information obtained will be used for that purpose.

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EXHIBIT A

PROMISSORY NOTE

Type of Loan SECTION 502

Loan No.

Date: July 07, 1998

308 Jasmine Drive

(Property Address)

Conway

(City or Town)

Horry

(County)

South Carolina

(State)

BORROWER'S PROMISE TO PAY. In return for a loan that I have received, I promise to pay to the order of the United States of America, acting through the Rural Housing Service (and its successors) ("Government") \$ 109,100.00 (this amount is called "principal"), plus interest.

INTEREST. Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of 6.750 %. The interest rate required by this section is the rate I will pay both before and after any default described below.

PAYMENTS. I agree to pay principal and interest using one of two alternatives indicated below:

I. Principal and interest payments shall be temporarily deferred. The interest accrued to _____, shall be added to the principal. The new principal and later accrued interest shall be payable in _____ regular amortized installments on the date indicated in the box below. I authorize the Government to enter the amount of such new principal here: \$ _____, and the amount of such regular installments in the box below when such amounts have been determined. I agree to pay principal and interest in installments as indicated in the box below.

II. Payments shall not be deferred. I agree to pay principal and interest in 396 installments as indicated in the box below.

I will pay principal and interest by making a payment every month.
I will make my monthly payment on the 7th day of each month beginning on August 07, 1998 and continuing for 395 months. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this note. My monthly payments will be applied to interest before principal. If on July 07, 2031, I still owe amounts under this note, I will pay those amounts in full on that date, which is called the "maturity date."
My monthly payment will be \$ 688.36. I will make my monthly payment at the post office address noted on my billing statement or a different place if required by the Government.

PRINCIPAL ADVANCES. If the entire principal amount of the loan is not advanced at the time of loan closing, the unadvanced balance of the loan will be advanced at my request provided the Government agrees to the advance. The Government must make the advance provided the advance is requested for an authorized purpose. Interest shall accrue on the amount of each advance beginning on the date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of such advance on the Record of Advances.

HOUSING ACT OF 1949. This promissory note is made pursuant to title V of the Housing Act of 1949. It is for the type of loan indicated in the "Type of Loan" block at the top of this note. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

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CASE # 2023 CP261456

LATE CHARGES. If the Government has not received the full amount of any monthly payment by the end of 15 days after the date it is due, I will pay a late charge. The amount of the charge will be 4.000 percent of my overdue payment of principal and interest. I will pay this charge promptly, but only once on each late payment.

BORROWER'S RIGHT TO PREPAY. I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Government in writing that I am making a prepayment.

I may make a full prepayment or partial prepayment without paying any prepayment charge. The Government will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Government agrees in writing to those changes. Prepayments will be applied to my loan in accordance with the Government's regulations and accounting procedures in effect on the date of receipt of the payment.

ASSIGNMENT OF NOTE. I understand and agree that the Government may at any time assign this note without my consent. If the Government assigns the note I will make my payments to the assignee of the note and in such case the term "Government" will mean the assignee.

CREDIT ELSEWHERE CERTIFICATION. I certify to the Government that I am unable to obtain sufficient credit from other sources at reasonable rates and terms for the purposes for which the Government is giving me this loan.

USE CERTIFICATION. I certify to the Government that the funds I am borrowing from the Government will only be used for purposes authorized by the Government.

LEASE OR SALE OF PROPERTY. If the property constructed, improved, purchased, or refinanced with this loan is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for 3 years or longer or (3) is sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the entire remaining unpaid balance of the loan immediately due and payable. If this happens, I will have to immediately pay off the entire loan.

REQUIREMENT TO REFINANCE WITH PRIVATE CREDIT. I agree to periodically provide the Government with information the Government requests about my financial situation. If the Government determines that I can get a loan from a responsible cooperative or private credit source, such as a bank or a credit union, at reasonable rates and terms for similar purposes as this loan, at the Government's request, I will apply for and accept a loan in a sufficient amount to pay this note in full. This requirement does not apply to any cosigner who signed this note pursuant to section 502 of the Housing Act of 1949 to compensate for my lack of repayment ability.

SUBSIDY REPAYMENT AGREEMENT. I agree to the repayment (recapture) of subsidy granted in the form of payment assistance under the Government's regulations.

CREDIT SALE TO NONPROGRAM BORROWER. The provisions of the paragraphs entitled "Credit Elsewhere Certification" and "Requirement to Refinance with Private Credit" do not apply if this loan is classified as a nonprogram loan pursuant to section 502 of the Housing Act of 1949.

DEFAULT. If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default the Government may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Government may require me to immediately pay the full amount of the unpaid principal, all the interest that I owe, and any late charges. Interest will continue to accrue on past due principal and interest. Even if, at a time when I am in default, the Government does not require me to pay immediately as describe in the preceding sentence, the Government will still have the right to do so if I am in default at a later date. If the Government has required me to immediately pay in full as described above, the Government will have the right to be paid back by me for all of its costs and expenses in enforcing this promissory note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

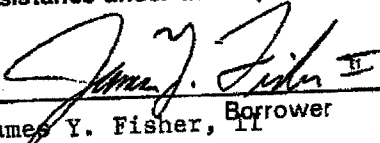
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COMM-FIN PLN - A-2023-01260468

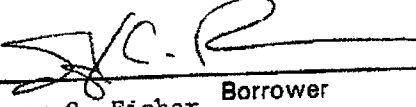
NOTICES. Unless applicable law requires a different method, any notice that must be given to me under this note will be given by delivering it or by mailing it by first class mail to me at the property address listed above or at a different address if I give the Government a notice of my different address. Any notice that must be given to the Government will be given by mailing it by first class mail to the Government at USDA / Rural Housing Service, c/o Customer Service Branch, P.O. Box 66889, St. Louis, MO 63166, or at a different address if I am given a notice that different address.

OBLIGATIONS OF PERSONS UNDER THIS NOTE. If more than one person signs this note, each person is fully and personally obligated to keep all of the promises made in this note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this note is also obligated to do these things. The Government may enforce its rights under this note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this note. The term "Borrower" shall refer to each person signing this note.

WAIVERS. I and any other person who has obligations under this note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Government to demand payment of amounts due. "Notice of dishonor" means the right to require the Government to give notice to other persons that amounts due have not been paid.

WARNING: Failure to fully disclose accurate and truthful financial information in connection with my loan application may result in the termination of program assistance currently being received, and the denial of future federal assistance under the Department of Agriculture's Debarment regulations, 7 C.F.R. part 3017.


 _____ Seal
 James Y. Fisher, II Borrower


 _____ Seal
 Stacy C. Fisher Borrower

_____ Seal
 Borrower

_____ Seal
 Borrower

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 109,100.00	7/7/98	(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
				TOTAL	\$ 109,100.00

Account #:

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 HERRICK
 COMMON PLEAS - CASE #2023CP2504562

EXHIBIT B

665500

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98 JUL -8 PM 12:07

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Form RD 3550-14 SC
(11-96)

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Form Approved
OMB No. 0575-0172

TMS # 136-17-01-029

United States Department of Agriculture
Rural Housing Service

MORTGAGE FOR SOUTH CAROLINA
"PURCHASE MONEY MORTGAGE"

THIS MORTGAGE ("Security Instrument") is made on July 7, 1998 [Date]
The mortgagor is James Y. Fisher, II and Stacy C. Fisher

("Borrower").

This Security Instrument is given to the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption agreements (herein collectively called "Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and payable on the maturity date:

Date of Instrument	Principal Amount	Maturity Date
7/7/98	\$109,100.00	July 7, 2031

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the property covered by this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, and (d) the recapture of any payment assistance and subsidy which may be granted to the Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(g) or 1490a. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Horry, State of South Carolina:

SEE PROPERTY DESCRIPTION RIDER ATTACHED HERETO

which has the address of 308 Jasmine Drive, Conway, South Carolina
29526 [Street] [City] [ZIP]
("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which now or hereafter are a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Agriculture, Clearance Officer, STOP-7602, 1400 Independence Ave., S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB number.

1343

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law or federal regulation that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held by a federal agency (including Lender) or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property after acceleration under paragraph 22, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien; (2) to accrued interest due under the Note; (3) to principal due under the Note; (4) to amounts required for the escrow items under paragraph 2; (5) to late charges and other fees and charges.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has agreed in writing to such lien or Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of

the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse Lender for all of Lender's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the property.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurer providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, at Lender's option Lender may obtain coverage to protect Lender's rights in the Property pursuant to paragraph 7.

All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If after acceleration the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is not required to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Refinancing. If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby in full.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower and any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

15. Borrower's Copy. Borrower acknowledges receipt of one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

17. Nondiscrimination. If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion, sex, national origin, handicap, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, national

origin, handicap, age or familial status.

18. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

19. **Uniform Federal Non-Judicial Foreclosure.** If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in accordance with such federal procedure.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations.

As used in this paragraph "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means federal laws and regulations and laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. **Cross Collateralization.** Default hereunder shall constitute default under any other real estate security instrument held by Lender and executed or assumed by Borrower, and default under any other such security instrument shall constitute default hereunder.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **SHOULD DEFAULT** occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the Property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the Property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

23. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to by Lender, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the Property, Lender and its agents may bid and purchase as a stranger and may pay Lender's share of the purchase price by crediting such amount on any debts of Borrower owing to Lender, in the order prescribed above.

24. Borrower agrees that Lender will not be bound by any present or future state laws, (a) providing for valuation, appraisal, homestead or exemption of the Property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any rights of redemption or possession following any foreclosure sale, or (e) limiting the conditions which Lender may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the Property to a new Borrower. Borrower expressly waives the benefit of any such state law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent and dower.

25. **Future Advances.** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees, and court costs.

ENC 2294 REC 1347

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box]

Condominium Rider Planned Unit Development Rider Other(s) [specify] Property Description Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider executed by Borrower and recorded with this Security Instrument

Signed, sealed, and delivered in the presence of:

Brenda P. Dunn
Witness

J. Cole Smith
Witness

James Y. Fisher, II (Seal)
Borrower

Stacy C. Fisher (Seal)
Borrower

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF SOUTH CAROLINA }
COUNTY OF HORRY } ss :

Before me L. Cole Smith, a Notary Public of South Carolina, personally appeared Brenda P. Dunn and made oath that she saw the within named James Y. Fisher, II and Stacy C. Fisher sign, seal and as their act and deed, deliver the within written mortgage for the uses and purposes therein mentioned, and that she with L. Cole Smith witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me this 7th day of July, 1998.

J. Cole Smith
Notary Public

Brenda P. Dunn
Witness

My commission expires 5-25-05

PROPERTY DESCRIPTION RIDER

ALL AND SINGULAR, that certain piece, parcel or lot of land, together with any and all improvements situate thereon, situate, lying and being in Conway Township, Horry County, South Carolina, and being more particularly described as Lot 37, Phase I, on a Plat of Jasmine Woods Subdivision, Phase I, prepared by Hester Land Surveying Co., Inc., by L.J. (Alex) Hester, R.L.S., dated August 29, 1990, which plat is recorded in the office of the ROD for Horry County in Plat Book 111 at Page 126, reference to which is craved as forming a part and parcel hereof.

This conveyance is made to subject to that certain Declaration of Covenants and Restrictions of Jasmine Woods Subdivision, Phase I, dated September 28, 1990, and recorded October 1, 1990 in Deed Book 1425 at Page 55, office of the ROD for Horry County, South Carolina.

This being the identical property conveyed to the Mortgagors herein by Deed as recorded in the office of the ROD for Horry County herein by Deed Book 2052 at Page 1143.

BOOK 2294 PAGE 1349

AFFIDAVIT OF SERVICE

State of South Carolina

County of Horry

Common Pleas Court

Case Number: 2023-CP-26-4562

Plaintiff:

United States of America acting through the Rural Housing Service et.al.,

vs.

Defendant:

James Y Fisher II et al.,

For:

Harrell, Martin & Peace, P.A.
135 Columbia Ave
P O Box 1000
Chapin, SC 29036

Received by Milligan & Associates LLC to be served on JAMES Y FISHER II, 308 Jasmine Dr., Conway, SC 29526.

I, Roger Turner, being duly sworn, depose and say that on the 26th day of July, 2023 at 8:56 am, I:

Substitute Served by leaving a true copy of this Lis Pendens, Summons and Notices, Complaint, and Notice Required By The Fair Debt Collection Practices Act, Exhibits with the date and hour of service endorsed thereon by me, at the within named person's usual place of abode, to a person residing therein who is 15 years of age or older to wit: DIANNA FISHER> DAUGHTER, who upon being questioned stated that he/she resides with the defendant, and informing said person of the contents thereof.

Description of Person Served: Age: 22, Sex: F, Race/Skin Color: W, Height: 5'4, Weight: 140, Hair: BRN, Glasses: N

I certify that I am over the age of 18, have no interest in the above action, and in good standing, in the judicial circuit in which the process was served.

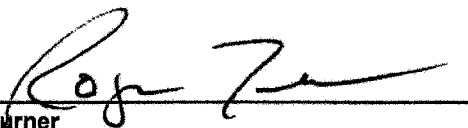
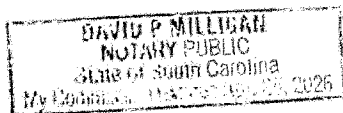
Subscribed and Sworn to before me on the 26th day of July, 2023 by the affiant who is personally known to me.



PRINT NAME

NOTARY PUBLIC

11



Roger Turner
Process Server

Milligan & Associates LLC
Process@MilliganAndAssociates.com
P.O. Box 4845
Florence, SC 29502-4845
(843) 667-4747

Our Job Serial Number: DPM-2023000449
Ref: USA v Fisher

AFFIDAVIT OF SERVICE

State of South Carolina

County of Horry

Common Pleas Court

Case Number: 2023-CP-26-4562

Plaintiff:

United States of America acting through the Rural Housing Service et al.,

vs.

Defendant:

James Y Fisher II et al.,

For:

Harrell, Martin & Peace, P.A.

135 Columbia Ave

P O Box 1000

Chapin, SC 29036

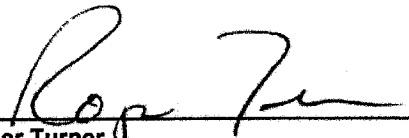
Received by Milligan & Associates LLC to be served on STACY C FISHER II, 308 Jasmine Dr., Conway, SC 29526.

I, Roger Turner, being duly sworn, depose and say that on the 26th day of July, 2023 at 8:56 am, I:

Substitute Served by leaving a true copy of this Lis Pendens, Summons and Notices, Complaint, and Notice Required By The Fair Debt Collection Practices Act, Exhibits with the date and hour of service endorsed thereon by me, at the within named person's usual place of abode, to a person residing therein who is 15 years of age or older to wit: DIANNA FISHER> DAUGHTER, who upon being questioned stated that he/she resides with the defendant, and informing said person of the contents thereof.

Description of Person Served: Age: 22, Sex: F, Race/Skin Color: W, Height: 5'4, Weight: 140, Hair: BRN, Glasses: N

I certify that I am over the age of 18, have no interest in the above action, and in good standing, in the judicial circuit in which the process was served.



Roger Turner
Process Server

Subscribed and Sworn to before me on the 26th day of July, 2023 by the affiant who is personally known to me.



PRINT NAME

NOTARY PUBLIC

DAVID P. MILLIGAN
NOTARY PUBLIC
State of South Carolina
My Commission Expires: 06/30/25

Milligan & Associates LLC
Process@MilliganAndAssociates.com
P.O. Box 4845
Florence, SC 29502-4845
(843) 667-4747

Our Job Serial Number: DPM-2023000450
Ref: USA v Fisher

AFFIDAVIT OF SERVICE

State of South Carolina

County of Horry

Common Pleas Court

Case Number: 2023-CP-26-4562

Plaintiff:

United States of America acting through the Rural Housing Service et.al.,

vs.

Defendant:

James Y Fisher II et al.,

For:

Harrell, Martin & Peace, P.A.
135 Columbia Ave
P O Box 1000
Chapin, SC 29036

Received by Milligan & Associates LLC to be served on JAMES Y FISHER JR, 1347 MONTEREY AVE, Conway, SC 29527.

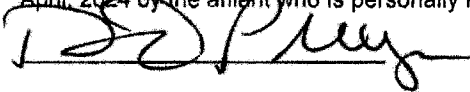
I, Roger Turner, being duly sworn, depose and say that on the 17th day of April, 2024 at 10:35 am, I:

Substitute Served by leaving a true copy of this Lis Pendens, Summons and Notices, Complaint, and Notice Required By The Fair Debt Collection Practices Act, Exhibits with the date and hour of service endorsed thereon by me, at the within named person's usual place of abode, to a person residing therein who is 15 years of age or older to wit: NANCY FISHER> MOTHER, who upon being questioned stated that he/she resides with the defendant, and informing said person of the contents thereof.

Description of Person Served: Age: 75-78, Sex: F, Race/Skin Color: W, Height: 5'8, Weight: 240, Hair: BRN, Glasses: Y

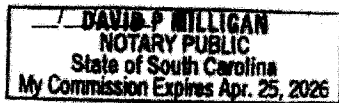
I certify that I am over the age of 18, have no interest in the above action, and in good standing, in the judicial circuit in which the process was served.

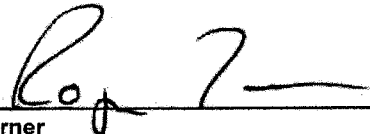
Subscribed and Sworn to before me on the 17th day of April, 2024 by the affiant who is personally known to me.



PRINT NAME

NOTARY PUBLIC





Roger Turner
Process Server

Milligan & Associates LLC
Process@MilliganAndAssociates.com
P.O. Box 4845
Florence, SC 29502-4845
(843) 667-4747

Our Job Serial Number: DPM-2024000285
Ref: USA v Fisher

AFFIDAVIT OF SERVICE

State of South Carolina

County of Horry

Common Pleas Court

Case Number: 2023-CP-26-4562

Plaintiff:

United States of America acting through the Rural Housing Service et.al.,

vs.

Defendant:

James Y Fisher II et al.,

For:

Harrell, Martin & Peace, P.A.
135 Columbia Ave
P O Box 1000
Chapin, SC 29036

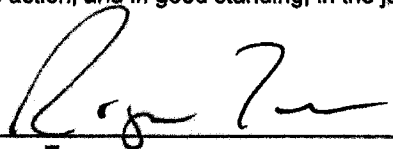
Received by Milligan & Associates LLC to be served on STACY C FISHER n/k/a Stacy Woodie, 3498 Highway 701 S Unit 9 F, Conway, SC 29527.

I, Roger Turner, being duly sworn, depose and say that on the 16th day of April, 2024 at 7:35 am, I:

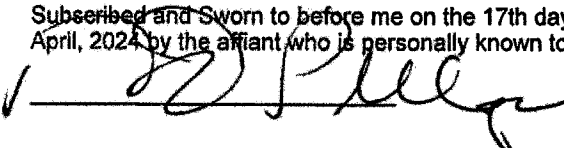
Substitute Served by leaving a true copy of this Lis Pendens, Summons and Notices, Complaint, and Notice Required By The Fair Debt Collection Practices Act, Exhibits with the date and hour of service endorsed thereon by me, at the within named person's usual place of abode, to a person residing therein who is 15 years of age or older to wit: ROBBIE WOODLE> SPOUSE, who upon being questioned stated that he/she resides with the defendant, and informing said person of the contents thereof.

Description of Person Served: Age: 60, Sex: M, Race/Skin Color: W, Height: 5'10, Weight: 190, Hair: GRY, Glasses: N

I certify that I am over the age of 18, have no interest in the above action, and in good standing, in the judicial circuit in which the process was served.



Roger Turner
Process Server

Subscribed and Sworn to before me on the 17th day of April, 2024 by the affiant who is personally known to me.


PRINT NAME

NOTARY PUBLIC



Milligan & Associates LLC
Process@MilliganAndAssociates.com
P.O. Box 4845
Florence, SC 29502-4845
(843) 667-4747

Our Job Serial Number: DPM-2024000284
Ref: USA v Fisher

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
C/A NO.: 2023-CP-26-04562

United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture,

Plaintiff,

vs.

James Y. Fisher, II, Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris, and Occupant(s),

Defendants,

ORDER OF REFERENCE

It appearing that pursuant to Rule 53(b) SCRPC, as amended September 1, 2002, that the herein action is for foreclosure of the Plaintiff's mortgage lien and is an appropriate action to be referred to Alan Clemmons, Master in Equity for Horry County, with authority to enter a final judgment in the case. It further appears that the Defendants James Y. Fisher, II and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris are in default as documented by the Affidavit of Default filed herein.

NOW, upon motion of the undersigned attorney for Plaintiff, by and with the consent of the attorneys for the answering defendants, if any,

IT IS HEREBY ORDERED, that this action is hereby referred to Alan Clemmons, Master in Equity for Horry County, who, pursuant to Rule 53(b) SCRPC, shall exercise all power and authority which a Circuit Judge sitting without a jury would have, including but not limited to, making findings of fact and conclusions of law; directing entry of a final judgment in this action under Rule 53(b) SCRPC; hearing any issues, including motions, after sale or judgment; issuing

any and all Orders and Supplemental Orders, Writs of Assistance and hearing any issues involving possession and/or removal of property and appraisal proceedings under Section 29-3-380, *et seq.* of the South Carolina Code. Pursuant to Rule 53(b) SCRCPP, any appeal from the final judgment by the Master in Equity for Horry County shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules. Any judicial sale of the property subject of this action may be held on a day other than the regular judicial sale day.

IT IS SO ORDERED.

Judge, Fifteenth Judicial Circuit
Or Clerk of Court for Horry County

_____, 20____.
Horry County, South Carolina

ON MOTION OF:

HARRELL, MARTIN & PEACE, P.A.

s/ Jamie Anna Weller
Taylor A. Peace, Esq, SC Bar #100206
Jamie Anna Weller, Esq. SC Bar #105548
135 Columbia, Avenue
Post Office Box 1000
Chapin, South Carolina 29036
(803) 345-3353
ATTORNEY FOR PLAINTIFF



Horry Common Pleas

Case Caption: United States Of America , plaintiff, et al VS James Y Fisher II ,
defendant, et al
Case Number: 2023CP2604562
Type: Order/Referred to Master or Special Referee

So Ordered

s/Renee N. Elvis, Horry County Clerk of Court

Electronically signed on 2024-06-18 09:03:50 page 3 of 3

ELECTRONICALLY FILED - 2024 Jun 18 9:03 AM - HORRY - COMMON PLEAS - CASE#2023CP2604562

ROA0048

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
C/A NO.: 2023-CP-26-04562

United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture,

Plaintiff,

vs.


James Y. Fisher, II, Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris, and Occupant(s),

Defendants,

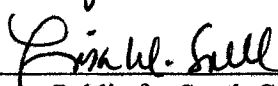
**AFFIDAVIT OF
DEFAULT**

PERSONALLY appeared before me the undersigned attorney for Plaintiff, who being duly sworn, deposes and says: that the Summons and Complaint were served upon the Defendants James Y. Fisher, II on April 17, 2024, and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris on April 16, 2024, as shown by the Affidavits of Service filed herein; that more than thirty (30) days have elapsed since the said Defendants were served; that the said James Y. Fisher, II, Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contrisa have served no Answer or other responsive pleading upon the Plaintiff's attorneys as required by the Summons; and that the said James Y. Fisher, II, and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris are in default.

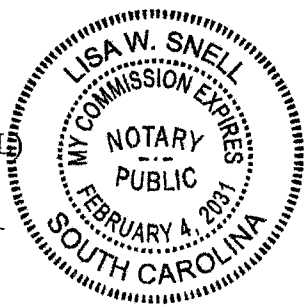
HARRELL, MARTIN & PEACE, P.A.


Taylor A. Peace, Esq., SC Bar #100206
Jamie Anna Weller, Esq., SC Bar #105548
135 Columbia, Avenue
Post Office Box 1000
Chapin, South Carolina 29036
(803) 345-3353
ATTORNEY FOR PLAINTIFF

SWORN to before me this 17th
day of June, 2024.



Notary Public for South Carolina
My Commission Expires: 02/04/2031



STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
C/A NO.: 2023-CP-26-04562

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Plaintiff,

vs.


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Defendants.

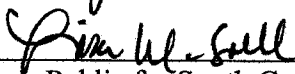
**AFFIDAVIT OF
NON-MILITARY SERVICE**

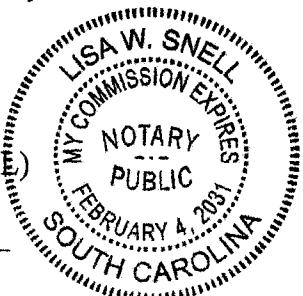
PERSONALLY appeared before me the undersigned attorney for Plaintiff, who being duly sworn, deposes and says: that he is familiar with the provisions of the Service members Civil Relief Act 108 P.L. 189, 117 Stat. 2835 (50 USC App. §§ 501-597b) ("SCRA"), and represents to the court that upon information available to Plaintiff obtained from the Department of Defense Manpower Data Center website, copies of which are attached hereto collectively as Exhibit "A" and made a record hereof, the Defendants James Y. Fisher, II and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacey C. Contris are not in the military service of the United States and therefore, are not entitled to the protection of the SCRA.

HARRELL, MARTIN & PEACE, P.A.


TAYLOR A. PEACE, ESQ., SC Bar #100206
JAMIE ANNA WELLER, ESQ., SC BAR# 105548
135 Columbia Avenue (Physical Address)
P.O. Box 1000 (Mailing Address)
Chapin, South Carolina 29036
Phone: (803) 345-3353
Fax: (803) 345-9171
tpeace@hmp-law.com
jweller@hmp-law.com
Attorneys for Plaintiff

SWORN to before me this 17th
day of June, 2024.


(SEAL)
Notary Public for South Carolina
My Commission Expires: 02/04/2031





**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-
 Birth Date:
 Last Name: FISHER
 First Name: JAMES
 Middle Name: Y
 Status As Of: Jun-17-2024
 Certificate ID: SM4CYGZT786886P

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Sam Yousefzadeh

Sam Yousefzadeh, Director
 Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Alexandria, VA 22350

ELECTRONICALLY FILED - 2024 Jun 17 11:53 AM - HORRY - COMMON PLEAS - CASE#2023CP2604562

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-X [REDACTED]
 Birth Date:
 Last Name: FISHER
 First Name: STACY
 Middle Name: C
 Status As Of: Jun-17-2024
 Certificate ID: Q2K4BW030JRK68C

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the Individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Sam Yousefzadeh

Sam Yousefzadeh, Director
 Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Alexandria, VA 22350

ELECTRONICALLY FILED - 2024 Jun 17 11:53 AM - HORRY - COMMON PLEAS - CASE#2023CP2604562

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**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX [REDACTED]
 Birth Date:
 Last Name: CONTRIS
 First Name: STACY
 Middle Name: C
 Status As Of: Jun-17-2024
 Certificate ID: XZ9RTQK1XJ95PBR

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
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Sam Yousefzadeh

Sam Yousefzadeh, Director
 Department of Defense - Manpower Data Center
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 Alexandria, VA 22350

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**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX [REDACTED]
 Birth Date:
 Last Name: WOODLE
 First Name: STACY
 Middle Name: C
 Status As Of: Jun-17-2024
 Certificate ID: T9P1XRGV5P32PCG

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

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Active Duty Start Date	Active Duty End Date	Status	Service Component
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STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
C/A NO.: 2023-CP-26-04562

United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture,

Plaintiff,

vs.

James Y. Fisher, II, and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris,

Defendants.

NOTICE OF HEARING

TO THE ABOVE-NAMED DEFENDANTS:

A final foreclosure hearing has been scheduled in the above-referenced action for **October 8, 2024 at 11:00 a.m.**, before the Honorable Alan Clemmons, the Master in Equity for Horry County.

This hearing will be held using remote communication technology to avoid the need for a physical appearance by any party, witness, or counsel. The hearing will be conducted by the Master-in-Equity Judge via the Webex Meeting video conferencing system, which has both audio and video capabilities. To join the video conference, please go to <https://horrycountygov.webex.com/horrycountygov/j.php?MTID=m4468ee0ad41ce95c56b0883ecf1ae14b> and enter the **Access code/Meeting ID**. The **Access code/Meeting ID** is 2630 346 4025 and the **Meeting Password: 7JqFnDB3Ry3**. **Tap to join from a mobile device (attendees only) +1-408-418-9388,,26303464025##** United States Toll . If you are unable to access a computer, smartphone, or tablet, or wish to join only via telephone, please call 1-408-418-9388 and utilize the **Access code/Meeting ID: 2630 394 3435** when prompted. If you need assistance joining (using either the audio or video method), please call our offices at 803-345-

3353.

Pursuant to S.C. Code §14-11-110, Plaintiff intends to submit written testimony on its behalf and will make the appropriate application to the Master in Equity for Horry County. Please accept this Notice of Hearing as notice of such application.

HARRELL, MARTIN & PEACE, P.A.

/s/ Jamie Anna Weller

TAYLOR A. PEACE, ESQ., SC Bar #100206
JAMIE ANNA WELLER, ESQ., SC BAR# 105548
135 Columbia Avenue (Physical Address)
P.O. Box 1000 (Mailing Address)
Chapin, South Carolina 29036
Phone: (803) 345-3353
Fax: (803) 345-9171
tpeace@hmp-law.com
jweller@hmp-law.com
Attorneys for Plaintiff

Chapin, South Carolina
September 4, 2024

This communication is an attempt to collect a debt and any information obtained will be used for that purpose.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2023-CP-26-04562

United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture,

CERTIFICATE OF SERVICE

Plaintiff,

vs.

James Y. Fisher, II, and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris,

Defendants.

I, Lisa Snell, Paralegal to Jamie Weller of the firm of Harrell, Martin & Peace, P.A., do hereby certify that I have served a copy of the below named document upon the parties listed below by U.S. Mail, postage prepaid, and addressed as follows:

DOCUMENT SERVED:

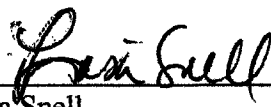
Notice of Hearing

PARTIES SERVED:

James Y. Fisher, II
1347 Monterey Avenue
Conway, South Carolina 29527

Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris
3498 Highway 701 S., Unit 9F
Conway, South Carolina 29526

Occupant(s)
308 Jasmine Drive
Conway, South Carolina 29526



Lisa Snell

September 4, 2024

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
C/A NO.: 2023-CP-26-04562

United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture,

Plaintiff,

vs.

AFFIDAVIT OF ATTORNEY FEES AND COSTS

James Y. Fisher, II, and Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris,

Defendants.

PERSONALLY APPEARED before me Jamie Weller, Esq. who upon being duly sworn, deposes and states:

1. I am an attorney for the Plaintiff in the above-referenced matter.
2. This case is an action to foreclose on a mortgage on real property located in the County of Horry as more fully described in the mortgage subject of this action. The subject mortgage specifically provided that the Plaintiff is entitled to the recovery of attorneys' fees and costs associated with the collection of sums due under the Promissory Note.
3. My firm was retained by Plaintiff in this matter to conduct this foreclosure action. The sum of \$2,500.00 is customary in this area for similar legal services for attorneys of similar experience.
4. Under Dedes v. Strickland, 414 S.E.2d. 134 (S.C. 1992), the Supreme Court of South Carolina has set forth the factors to be considered in an award of attorney's fees in real property actions. These factors include nature, extent, and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation,

the customary fees charged in the locality for similar services and the beneficial result obtained. These factors, as applied in this case, are as follows:

- a. Nature, Extent and Difficulty of the Legal Services Rendered. As stated earlier, this is an action to foreclose a mortgage on real property. The case involved complex issues of real property law. A hearing was held by the Master, who requires an order to be prepared by Plaintiff's counsel. Accordingly, the factual and legal issues presented were complex and detailed in nature, the extent of the work performed was necessary to adequately prepare and try these matters, and the matters decided were of legal and factual difficulty.
- b. Time and Labor Necessarily Devoted to the Case. As stated above, this case involved difficult issues of both legal and factual natures. Approximately 12-15 hours were devoted to the case by my firm. Accordingly, the time and labor devoted to this case were necessary to properly prepare and try this case.
- c. Professional Standing of Counsel. The attorneys representing the Plaintiff in this case are licensed members of the Bar of the State of South Carolina. Collectively, they have several years of experience in practice in South Carolina. The practice of Plaintiff's attorneys consists of foreclosure cases, collection cases, real property closing transactions, real property litigation, land title questions and other land related litigation. More specifically, Plaintiff's attorneys have collectively been involved in hundreds of mortgage foreclosure cases. Accordingly, I submit that Plaintiff's attorneys have high professional standing in general and in this area of practices.
- d. Contingency of Compensation. As recited above, compensation in this case is Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars and is customary in cases such as this, and as a result, the contingency factor is inapplicable.
- e. Customary Fee Charged on the Locality for Similar Services. I am aware from discussions with clients, other attorneys in the Foreclosure Bar in the Midlands region of South Carolina, and from my general familiarity with the legal profession that the fees charged for services similar to those in this case are from \$850 - \$4,000 per case. Accordingly, the fees charged in this case are within the fee range charged in this locality for similar services.
- f. Beneficial Results Obtained. This attorney obtained beneficial results for the Plaintiff in this action by securing a Judgment enforcing Plaintiff's mortgage rights with regard to the subject real property. Accordingly, it is submitted that beneficial results were obtained by this firm on the Plaintiff's behalf.

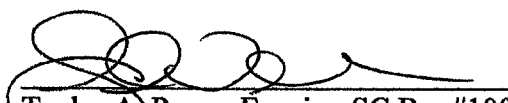
5. After due consideration of the nature, extent and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fee charged in the locality for similar services, and the beneficial result obtained, I respectfully submit that an award of attorney's fees to the full extent set forth in this Affidavit is appropriate, therefore, Plaintiff is entitled to recover \$2,500.00 in attorneys' fees.

6. The costs in this matter are \$1,067.06 as set forth in the proposed judgment order prepared by Plaintiff's attorney. These costs include filing fees, reference fees, service costs, and other miscellaneous costs. The costs are reasonable and necessary to pursue this action and are not, I believe, excessive given the nature, extent and difficulty of the legal services in this case, the time and labor devoted to this case, and the beneficial result obtained.

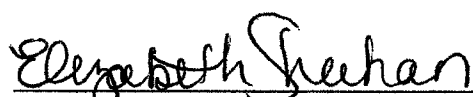
7. Accordingly, the total attorney fees and cost sought in this case and allowable under the terms of the Note, Subsidy and Mortgage total \$4,817.06.

FURTHER DEPONENT SAYETH NOT.

HARRELL, MARTIN & PEACE, P.A.


Taylor A. Peace, Esquire, SC Bar #100206
Jamie Anna Weller, Esquire, SC Bar# 105548
135 Columbia Avenue (Physical Address)
Post Office Box 1000 (Mailing Address)
Chapin, South Carolina 29036
(803) 345-3353
ATTORNEY FOR PLAINTIFF

SWORN before me this 8th day of October, 2024.

 (L.S.)
Notary Public for South Carolina
My Commission Expires: 01-29-2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2023-CP-26-04562

United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture,

Plaintiff,

NOTICE OF MOTION AND MOTION TO RECONSIDER AND/OR TO ALTER OR AMEND

vs.

James Y Fisher, II, Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris.,

Defendants.

TO THE DEFENDANTS ABOVE-NAMED:

YOU WILL PLEASE TAKE NOTICE that Plaintiff United States of America, acting through the Rural Housing Service, or successor agency, United States Department of Agriculture (“Plaintiff”) will move before this Honorable Court ten (10) days after service hereof, or as soon thereafter as counsel may be heard, for an order altering or amending and/or reconsidering the Court’s rulings in its Judgment of Foreclosure and Order for Sale filed February 10, 2025 entered by the Honorable Alan Clemmons, Master in Equity for Horry County. Specifically, Plaintiff moves pursuant to Rule 59(e), SCRPC.

As grounds for the Motion, the Plaintiff would show the Court erred in one or more of the following ways: (i) in reducing the reimbursable expenses claimed by Plaintiff due and owing under the Note and Mortgage from \$26,533.61 to \$8,017.38, (ii) abusing the Court’s discretion by requiring evidence in excess of the standard required in foreclosure cases despite Plaintiff’s testimony and supporting documents submitted as evidence and no contest or adverse testimony from the Defendant (iii) considering affirmative defenses when determining the amount owed under the Note and Mortgage at issue when none of the above-named Defendants presented them in an answer or other

responsive pleading; (iv) failing to find the affirmative defenses considered by the Court were not waived by the above-named Defendants when they failed and refused to assert them.

This Motion will be based upon such affidavits that may be filed of record, memorandum of law that may be filed of record, statutory law, case law, and such other and further argument of counsel that may be appropriate.

Respectfully Submitted,

HARRELL, MARTIN & PEACE, P.A.

/s/ Taylor A. Peace, Esq.

Taylor A. Peace, Esq., S.C. Bar # 100206

Jamie Anna Weller, S.C. Bar #105548

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jweller@hmp-law.com

Attorneys for Plaintiff

February 20, 2025
Chapin, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
C/A NO.: 2023-CP-26-04562

United States of America acting through the
Rural Housing Service or successor agency,
United States Department of Agriculture,

Plaintiff,

vs.

James Y Fisher, II, Stacy C. Fisher a/k/a
Stacy C. Woodle a/k/a Stacy C. Contris,

Defendants.

**MEMORANDUM IN SUPPORT OF
PLAINTIFF'S MOTION TO
RECONSIDER AND/OR
TO ALTER OR AMEND**

NOW COMES Plaintiff United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Plaintiff") by and through its undersigned attorney, who submits this Memorandum in Support of Plaintiff's Motion to Reconsider and/or to Alter or Amend ("Motion"). As discussed more fully below, the Plaintiff is entitled to an Amended Judgment of Foreclosure and Order of Sale to amend the altered debt calculated by the Court in the Judgment of Foreclosure and Order for Sale entered by the Court on February 10, 2025 and to conform same with the Affidavit of Debt and Authority to Testify submitted by Plaintiff at the hearing in this matter in support thereof.

STATEMENT OF FACTS

Heretofore, on July 7, 1998, Defendants Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris and James Y Fisher, II ("Defendants") executed a Promissory Note ("Note") in favor of Plaintiff in the principal sum of \$109,100.00 promising to repay same upon the terms and conditions set forth in therein. Contemporaneously therewith, Defendants executed a Subsidy Repayment Agreement Plaintiff's favor in which they agreed repay a subsidy they received as part of the loan transaction represented by the Note and Mortgage as issue. Simultaneously therewith,

in order to secure the Note, Defendants executed a Mortgage recorded July 8, 1998 in the Office of the ROD for Horry County in Book 2294 at Page 1343 ("Mortgage").

Both the Note and Mortgage contain terms of repayment of the principal amount and both provide the amount owed would accrue interest at the rate of 6.75% per annum, with the Mortgage expressly stating all amounts due thereunder would be paid no later than July 7, 2031. The Note and Mortgage contain no limitation when interest would stop accruing outside of repayment in full.

The Mortgage also provides Defendants agreed to pay all advances made under the Mortgage, keep the property encumbered thereby maintained in good repair, to pay taxes and insurance, and that the Plaintiff could inspect the Property to ascertain whether the terms of the Mortgage were complied with. In the event of default, the Mortgage provides Plaintiff has the right to declare the entire indebtedness then due and owing, take possession of the Property, make advances for the reasonable care and maintenance of same, and foreclose the Mortgage.

Defendants failed to make her payments on and after October 7, 2012 pursuant to the terms of the Note, Subsidy and Mortgage. The Plaintiff, through no fault of its own, encountered delays in bringing this matter due from a lack of congressional budgetary funding. The onset of the global health crisis precipitated by the onset of the COVID19 pandemic and emergency moratoriums on foreclosures imposed by the Coronavirus, Aid, Relief and Economic Security Act ("CARES") issued on March 27, 2020 further delayed Plaintiff.¹

After the moratorium ended and within the statutory time for enforcement of its rights under the Mortgage, Plaintiff commenced this action against Defendants by the filing of a Lis Pendens, Summons and Complaint in the Office of the Clerk of Court for Horry County on July

¹ Based on information received from Plaintiff post hearing at the Court's request.

24, 2023 (“Foreclosure”). Defendants were properly served as identified on the Affidavits of Service. The Defendants served no Answer or other responsive pleading upon Plaintiff. Plaintiff filed its Affidavit of Default and Affidavit of Non-Military Service on June 17, 2024. The Defendants were held in default and the matter was referred to the Honorable Alan D. Clemmons as Master in Equity for Horry County.

At the final foreclosure hearing, Plaintiff submitted an Affidavit of Debt and Authority to Testify (“Affidavit of Debt”), attaching thereto a payoff statement, breakdown of fees assessed, including expenses related to property preservation and/or caretaking, property taxes, and insurance, and the Mortgage Contracting Services, LLC’s² summary of invoices as evidence of its calculations of the outstanding debt due and owing under the Note, Subsidy and Mortgage. The hearing was attended by Defendant James Y Fisher, III (“Mr. Fisher”), who did not contest the Plaintiff’s debt figures. The Court requested that the Plaintiff provide additional documentation in excess of that provided by the Plaintiff’s Affidavit of Debt and exhibits thereto and held its judgment in abeyance pending receipt of same.

Thereafter, Plaintiff provided a letter on November 8, 2024 which included (i) the fee payment printout (ii) Plaintiff’s payment screen related to disbursements made for property taxes related to the Property (iii) publicly available records related to the payment of real property taxes; (iv) Plaintiff’s property managers’/vender’s invoice screen; and (v) Counsel for Plaintiff’s invoices to Plaintiff. The letter also contained Plaintiff’s procedures and requirement for budgetary approval prior to commencing foreclosure together with additional documents associated with the Defendants and their occupancy of the Property sporadically until early 2024.

While Mr. Fisher appeared at the hearing, he did not ask the Court to relieve him from his

² Mortgage Contracting Services, LLC is the vendor with whom Plaintiff has engaged and/or contracted to perform property preservation and/or caretaking services related to the property subject of the Mortgage.

default for failing to answer and Mr. Fisher did not provide any testimony contesting the debt. Rather, Mr. Fisher pondered the length of time the Plaintiff took in proceeding with its foreclosure despite testifying him and his family enjoyed the use of the Property throughout the default period.

The evidence was not contested by either Defendant. However, the Judgment of Foreclosure and Order for Sale filed February 10, 2025, reduced the Plaintiff's reimbursable expenses by \$18,516.31 because Plaintiff did not have cancelled checks evidencing its disbursements despite providing ample evidence (i) the disbursements were electronic; (ii) receipt of paid property tax receipts available from public records, (iii) screen prints evidencing hazard insurance policies issued from State Farm, (iv) and no testimony or evidence from Mr. Fisher that he or the other defendant paid the taxes or maintained insurance on the Property.

The Court further found a decrease of \$18,516.31 was based upon weighing the equitable rights of the parties relating to the debt components and property maintenance charges accruing over an extended period of time and the doctrine of unclean hands and other applicable equitable maxims despite Defendants' default, failure to contest the Plaintiffs Affidavit of Debt, Defendants' failure to assert affirmative defenses, and no assertion of ambiguity in the Note and Mortgage.

ARGUMENT

I. The Plaintiff has established its debt in full by a preponderance of the evidence and a finding contrary to the great weight of uncontradicted evidence produced by Plaintiff is an abuse of discretion.

The Plaintiff has established its debt in full by a preponderance of the evidence and a finding contrary to the great weight of uncontradicted evidence produced by Plaintiff is an abuse of discretion.

An action to foreclose a mortgage is an action in equity. *Fibkins v. Fibkins*, 303 S.C. 112, 115, 399 S.E.2d 158, 160 (Ct.App.1990) (internal citations omitted). In a mortgage foreclosure action, to make out its prima facie case, the foreclosing party had to prove by a preponderance of

the evidence that it was the owner of the note and mortgage and that the [defendant] had defaulted on the note. *U.S. Bank Tr. Nat. Ass'n v. Bell*, 385 S.C. 364, 684 S.E.2d 199 (Ct. App. 2009). To establish a prima facie case in an action to foreclose a mortgage, the plaintiff must establish the existence of the mortgage and mortgage note, ownership of the mortgage, and the defendant's default in payment. *In re Foreclosure of Real Prop. for 143,600.00*, 577 S.E.2d 398, 406 (N.C. Ct. App. 2003). In a foreclosure proceeding, the lender bears the burden of proving that there was a valid debt, default, right to foreclose under power of sale, and notice. 55 Am. Jur. 2d Mortgages § 604. The burden of proof of any particular issue rests upon the party asserting the affirmative of that issue under the pleadings.; *cf. Paramount Fund, Inc. v. Cusaac*, 282 S.C. 497, 499, 319 S.E.2d 354, 355 (Ct. App. 1984). An abuse of discretion occurs when the court's order is controlled by an error of law or unsupported by the evidence. *Thompson v. Hammond*, 299 S.C. 116, 119, 382 S.E.2d 900, 902-03 (1989).

Pursuant to 71(a), SCRPC,

In foreclosure actions the judge or master shall compute the amounts due the plaintiff and any other claimants, which amounts when determined shall be the total debt due to each. The total debt shall at a minimum set forth clearly the principal due upon default, the rate of interest and interest from date of default to hearing date, any other relevant interest charged, any amounts due or to be credited on escrow items, the taxable costs of collection prior to hearing, and the amount of allowable attorneys fees due and anticipated through conclusion of the action. Also included shall be the rate of interest to accrue until the date of the judgment and the post judgment interest rate. Rule 71(a), SCRPC.

The debt owed is determined by looking at the facts and evidence presented. See Rule 71(a), SCRPC. As the Note, Subsidy, and Mortgage in this matter are contracts, the Court must enforce their terms based on the intent of the parties based on the terms thereof unless an ambiguity exists. *S.C. Dept. of Transp. v. M & T Enters. of Mt. Pleasant, LLC*, 379 S.C. 645, 655, 667 S.E.2d 7, 13 (Ct.App.2008). If a contract is unambiguous, a court must enforce it 'according to its terms regardless of its wisdom or folly, apparent unreasonableness, or the parties' failure to guard their

rights carefully.’” *Mears Group, Inc. v. Kiawah Island Utility, Inc.*,

The Note submitted as part of Plaintiff’s evidence, without objection, provides that:

DEFAULT. If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default the Government may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Government may require me to immediately pay the full amount of the unpaid principal, all the interest that I owe, and any late charges. Interest will continue to accrue on past due principal and interest. Even if, at a time when I am in default, the Government does not require me to pay immediately as describe in the preceding sentence, the Government will still have the right to do so if I am in default at a later date. If the Government has required me to immediately pay in full as described above, the Government will have the right to be paid back by me for all of its costs and expenses in enforcing this promissory note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

The Note contains no waiver or other relief for a long term default of the Defendants under the terms of the Note. Likewise, the Mortgage submitted as part of Plaintiff’s evidence, without objection, does not include a waiver or other relief. In stark contrast it provides the opposite as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any....

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires...

6. Preservation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all Jaws, ordinances, and regulations affecting the Property.

7. Protection of Lender’s Rights in the Property. If the Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the .Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations),then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument. appearing in court. paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is not required to do so. . . Any

amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

22. SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the Property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the Property, with the usual powers of receivers in like cases. (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

23. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to by Lender, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the Property, Lender and its agents may bid and purchase as a stranger and may pay Lender's share of the purchase price by crediting such amount on any debts of Borrower owing to Lender, in the order prescribed above.

24. Borrower agrees that Lender will not be bound by any present or future state laws, (a) providing for valuation, appraisal, homestead or exemption of the Property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any rights of redemption or possession following any foreclosure sale, or (e) limiting the conditions which Lender may by regulation impose, including the interest rate it may charge as a condition of approving a transfer of the Property to a new Borrower. Borrower expressly waives the benefit of any such state law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent and dower.

The Plaintiff submitted uncontroverted evidence and testimony the Defendants executed the Note, Subsidy and Mortgage in favor of Plaintiff, that same was in default, the Defendants were notified of the default, Plaintiff was entitled to accelerate the debt pursuant to the terms of the Note and Mortgage, Defendants failed to pay in full after acceleration of the debt, the Plaintiff is the owner and holder of the Note and Mortgage, and Plaintiff is entitled to foreclosure of its

Mortgage³. The Defendants did not file any answer, pleading or raise any defense or argument contesting the clear and unambiguous meaning expressed in the terms of the Note and Mortgage.

As part of its evidence, the Plaintiff submitted its Affidavit of Debt attaching thereto a payoff statement, breakdown of fees assessed, including expenses related to property preservation and/or caretaking, property taxes, and insurance, and the Mortgage Contracting Services, LLC's⁴ summary of invoices as evidence of its calculations of the outstanding debt due and owing under the Note, Subsidy and Mortgage. The Plaintiff supplemented its evidentiary support of its debt with (i) the fee payment printout, (ii) the Plaintiff's payment screen related to disbursements made for property taxes related to the property (iii) publicly available records related to the payment of real property taxes, (iii) the Plaintiff's property manager's/vendor's invoice screen, and (iv) its attorney's invoices submitted for and paid by the Plaintiff in prosecution of this action.

Here the Court's only role in this matter was to enforce Note, Subsidy and Mortgage terms according to the plain and unambiguous meaning, including Plaintiff's right to be reimbursed for advancements properly charged to the Defendants' account as set forth therein. The Court does not have the liberty to alter or amend the terms of the contract. *Mears Group, Inc. v. Kiawah Island Utility, Inc.*, 372 F. Supp. 3d 363, 373 (D.S.C. 2019).

Once the debt and default had been established, the mortgagor (ie: Respondent) has the burden of establishing a defense to the foreclosure such as lack of consideration, payment, or accord and satisfaction. *U.S. Bank Trust Nat'l Ass'n v. Bell*, 385 S.C. 364, 375, 684 S.E.2d 199, 375 (Ct. App. 2009). Mr. Fisher, the only defendant who appeared, offered no evidence or testimony contradicting the Plaintiff's debt, or any testimony the taxes were paid by Mr. Fisher,

³ Pursuant to Rule 55, SCRPC, the default of both Defendants operates as an admission to the allegations set forth in Plaintiff's Complaint. Mr. Fisher did not dispute any evidence offered by Plaintiff.

⁴ Mortgage Contracting Services, LLC is the vendor with whom Plaintiff has engaged and/or contracted to perform property preservation and/or caretaking services related to the property subject of the Mortgage.

the co-defendant, or any party other than the Plaintiff or that Mr. Fisher and the co-defendant had a hazard insurance policy in effect listing Plaintiff as the loss payee.

Accordingly, the Plaintiff has established all facets of its right to enforce the Note, Subsidy and Mortgage and provided ample and uncontroverted evidence of its debt. Any finding to the contrary is an abuse of discretion and Plaintiff is entitled to a modification of the Judgment establishing its debt as set forth in its Affidavit of Debt as a matter of law.

II. The Defendants failed to raise any affirmative defenses in an Answer or at the final foreclosure hearing, and the same have been waived.

The finding in the Judgment of Foreclosure and Order for Sale filed February 10, 2025, used a balancing test arising from the equitable rights of the parties, including but not limited to, unclean hand and lack of evidence to reduce the reimbursable expenses from \$26,533.61 to \$8,017.38 which was in error. Defendants raised no affirmative defenses in an Answer or at the final foreclosure hearing and same have been waived.

Pursuant to Rule 8(c), SCRPC, "In pleading to a preceding pleading, a party shall set forth affirmatively the defenses: accord and satisfaction, arbitration and award, assumption of risk, condonation, contributory negligence, discharge in bankruptcy.....laches....waiver, and any other matter constituting an avoidance or affirmative defense." Rule 8(c), SCRPC. Laches is an affirmative defense and must be pled. *Emery v. Smith*, 361 S.C. 207, 603 S.E. 2d 598. Estoppel must be pleaded as a defense and cannot be bootstrapped on another claim. *Wright v. Craft*, 372 S.C. 1, 640 S.E. 2d 486. This is consistent with the idea that "An affirmative defense is waived if not pled." *RIM Associates v. Blackwell*, 359 S.C. 170, 597 S.E. 2d 152. Also, it is well settled that ordinarily a party may not receive relief not contemplated in his or her pleadings. *Heins v. Heins*, 344 S.C. 146, 152, 543 S.E.2d 224, 227 (Ct.App.2001). The failure to plead an affirmative defense is deemed a waiver of the right to assert it. *Collins Entertainment, Inc. v. White*, 363 S.C.

546, 563, 611 S.E.2d 262, 270 (Ct.App.2005). When a defendant asserts an affirmative defense, he becomes the actor in the suit as to that matter; therefore, he has the burden of proving it by a preponderance of the evidence. *Cole v. S.C. Electric and Gas*, 355 S.C. 183, 195, 584 S.E.2d 405, 412 (Ct. App. 2003). *See also Allendale Cnty. Bank v. Cadle*, 348 S.C. 367, 377, 559 S.E.2d 342, 347-48 (Ct. App. 2001) (noting an argument about the doctrine of unclean hands was not properly before the court for review because the appellants did not plead the doctrine “as an affirmative defense in their answers”).

Here, the Defendants failed to file an answer or assert any affirmative or other defense to the foreclosure of Plaintiff’s Mortgage in any pleadings pursuant to Rule 8(c), SCRPC or at the final foreclosure hearing and same have been waived as a result. Accordingly, the Court’s *sua sponte* relief pursuant the affirmative defense of unclean hands on behalf of Defendants, despite same having been waived as a result of not having been plead, raised, or presented at the final hearing is error and the Court should alter or amend the judgment so the debt set forth therein is consistent with the evidence presented at the hearing.

CONCLUSION

For the forgoing reasons, the Court should grant Plaintiff's Motion to Reconsider, Alter or Amend to amend the Judgment of Foreclosure and Order of Sale to conform same to the outstanding balance due and owing on the Note, Subsidy and Mortgage, including all of Plaintiff's advanced property preservation costs.

Respectfully Submitted,

HARRELL, MARTIN & PEACE, P.A.

/s/ Taylor A. Peace, Esq.

Taylor A. Peace, Esq., S.C. Bar # 100206

Jamie Anna Weller, S.C. Bar #105548

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Attorneys for Plaintiff

February 20, 2025
Chapin, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

C/A NO.: 2023-CP-26-04562

United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture,

CERTIFICATE OF SERVICE

Plaintiff,

vs.

James Y. Fisher, II, Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris, and Occupant(s),

Defendants.

I, Lisa Snell, Paralegal to Taylor Peace of the firm of Harrell, Martin & Peace, P.A., do hereby certify that I have served a copy of the below named document upon the parties listed below by U.S. Mail, postage prepaid, and addressed as follows:

DOCUMENT SERVED:

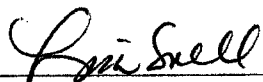
Plaintiff's Motion for Reconsideration and/or to Alter or Amend
Memorandum in Support of Plaintiff's Motion for Reconsideration and/or to Alter or Amend

PARTIES SERVED:

James Y. Fisher, II
1347 Monterey Avenue
Conway, South Carolina 29527

Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris
3498 Highway 701 S., Unit 9F
Conway, South Carolina 29526

Occupant(s)
308 Jasmine Drive
Conway, South Carolina 29526



Lisa Snell

February 20, 2025

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
C/A NO.: 2023-CP-26-04562

United States of America, acting through the
Rural Housing Service, its successors and
assigns, United States Department of
Agriculture,

Plaintiff,

vs.

James Y. Fisher, II, and Stacy C. Fisher a/k/a
Stacy C. Woodle a/k/a Stacy C. Contris,

Defendants.

RECORD OF HEARING
(Deficiency Waived)

PURSUANT to the Order of Reference granted in the above referenced action, a hearing was held on October 8, 2024 at 11:00 A.M. via the video conferencing platform *WEBEX.com*, before Alan C. Clemmons, Master in Equity for Horry County, State of South Carolina.

BY THE COURT: Attorney for the Plaintiff United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture (“Plaintiff”) calls attention to:

1. The filing of the Lis Pendens with the Office of the Clerk of Court for Horry County on July 24, 2023 .
2. The filing of the Summons and Complaint with the Office of the Clerk of Court for Horry County on July 24, 2023 and the designation of same as 2023-CP-26-04562 in the Court of Common Pleas.
3. The Affidavit of Service on file indicating the Defendant James Y. Fisher, II (“James Fisher”) was served on April 17, 2024.

4. The Affidavit of Service on file indicating the Defendant Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris (“Stacy Fisher”) (James Fisher and Stacy Fisher are sometimes collectively referred to as “Defendants”) was served on April 16, 2024.
5. The Affidavit of Non-Military Service filed on June 17, 2024 indicating that the Defendants are not in the Military Service of the United States of America, as contemplated under the Service members Civil Relief Act 108 P.L. 189, 117 Stat. 2835 (50 USC App. §§ 501-597b)(“SCRA”), and any amendments thereto.
6. The Affidavit of Default filed June 17, 2024 indicating Defendants are in default.
7. The Order of Reference filed June 18, 2024 wherein the above matter was referred to Alan Clemmons, as Master in Equity for Horry County with authority to enter final judgment in the action.
8. The Notice of the hearing was sent to Defendants, which is dated September 4, 2024.

It is stipulated that the signing of the Testimony by the witnesses pursuant to Rule 30 of the South Carolina Rules of Civil Procedure is hereby waived.

WHEREUPON, ATTORNEY FOR THE PLAINTIFF, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

BY ATTORNEY FOR THE PLAINTIFF: If it pleases the Court, I represent the Plaintiff in this action.

From the original records or copies of the original records in my possession, from the Complaint herein, and from examination of the records of the Register of Deeds and Clerk of Court’s Offices for Horry County, I find that on July 7, 1998, Defendants gave a Promissory Note (hereinafter “Note”) to the Plaintiff and its successors in the principal amount of \$109,100.00 payable in accordance with the terms and provisions of the Note as to the manner and time of

payment. The Note also contains provisions calling for the assessment of attorney's fees and costs in the event of default and placement in the hands of an attorney for collection.

I would offer a copy of the original Note into evidence as Plaintiff's Exhibit "A".

NOTE identified,
offered and received in evidence
as Plaintiff's Exhibit "A".

Contemporaneously therewith, Defendants made, executed and delivered to the Plaintiff a Subsidy Agreement wherein Defendants agreed to repay a subsidy they received as part of the loan transaction represented by the Note and Mortgage as issue.

I would offer a copy of the original Subsidy Agreement into evidence and incorporated herein by reference, as Plaintiff's Exhibit "B".

SUBSIDY identified,
offered and received in evidence
as Plaintiff's Exhibit "B".

I have next in my possession, a copy of the original Mortgage ("Mortgage") given to secure that Note and Subsidy just offered into evidence and containing similar payment terms. This instrument was given by Defendants unto Plaintiff and its successors, is dated July 7, 1998, was recorded on July 8, 1998, and is of record in the office of the Clerk of Court/Register of Deeds for Horry County in Book 2294 at Page 1343.

This Mortgage constitutes a first lien on the subject property.

I would offer a copy of the original Mortgage into evidence and incorporated herein by reference, covering the premises described therein located in the County of Horry, State of South Carolina, as Plaintiff's Exhibit "C".

MORTGAGE identified,
offered and received in evidence
as Plaintiff's Exhibit "C".

The monthly payments as required by the Note have not been made and the Plaintiff as the holder of the Note, Subsidy and Mortgage has and does hereby elect to declare the entire balance due at once. Demand has been made for payment of same, and after demand, the payments remain in default. Upon default, the Plaintiff elected to exercise its option clearly contained in the Note, Subsidy, and Mortgage instruments to declare the entire remaining balance due and payable.

I have in my possession the Authority to Testify and Statement of Debt executed by Plaintiff, which sets out the amount due under the terms of the Note, Subsidy and Mortgage from the date of default through the date of this hearing.

I would offer the Authority to Testify and Statement of Debt of United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture into evidence as Plaintiff's Exhibit "D".

AUTHORITY TO TESTIFY AND STATEMENT OF DEBT
identified, offered and received
in evidence as Plaintiff's Exhibit "D".

The principal balance due on the Note and Mortgage at the present time is \$98,978.63. There is also due interest that the Plaintiff has computed interest at the rate of 6.750% percent per annum pursuant to the terms of the Note from October 7, 2012, being the date of default, through October 8, 2024, being the date of hearing, for a total of accrued interest being \$80,245.80, plus late charges in the amount of \$1,183.12; plus total subsidy granted in the amount of \$24,095.47; plus Escrow/Impound required in the amount of \$1,183.12; plus Escrow Advances incurred in the amount of \$26,533.69; plus Caretaking/ Maintenance fees assessed in the amount of \$2,265.71; plus Interest on fees required with payoff in the sum of \$12,056.06.

At this time the Plaintiff would direct the Court's attention to the provisions of the Note and Mortgage regarding the assessment of attorney's fees and costs; attorney for Plaintiff would

show that he has expended for advancements properly chargeable to this account and costs of collection including filing fees and service costs prior to the hearing in the amount of \$1,067.06. In addition, in view of the size of the mortgage debt and the complexity of the foreclosure action, the Plaintiff would request for its attorney the sum of \$2,500.00, as a reasonable attorney's fees pending final accounting of this action, for a total due and owing Plaintiff of \$250,645.54. The total debt of \$250,645.54 will accrue interest at 6.750% percent per annum for a per diem of \$18.30.

The Plaintiff moves for foreclosure of its Mortgage with equity of redemption barred, requesting that the proceeds of any public sale be disbursed in accordance with the prayer of the Plaintiff's Complaint and further in accordance with the law and the custom of this Court applicable thereto.

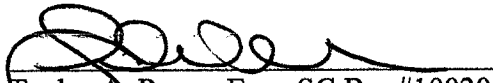
Taxes for the real property are due for the year 2024.

I have nothing further at this time, Your Honor.

REFERENCE ADJOURNED.

[SIGNATURES ARE ON FOLLOWING PAGE]

HARRELL, MARTIN & PEACE, P.A.


Taylor A. Peace, Esq., SC Bar #100206
Jamie A. Weller, Esq., SC Bar#105548
135 Columbia Avenue (Physical Address)
Post Office Box 1000 (Mailing Address)
Chapin, South Carolina 29036
(803) 345-3353

SWORN before me this 8th day of October, 2024

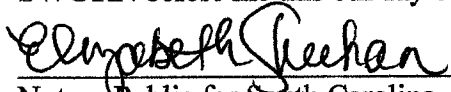
 (L.S.)
Notary Public for South Carolina
My Commission Expires: 01-29-2025

EXHIBIT A

ELECTRONICALLY FILED - 2024 Oct 07 2:24 PM - Horry - COMMON PLEAS - CASE # 2023CP0604562

PROMISSORY NOTE

Type of Loan SECTION 502

Loan No. 1

Date: July 07, 1998

308 Jasmine Drive

(Property Address)

Conway

(City or Town)

Horry

(County)

South Carolina

(State)

BORROWER'S PROMISE TO PAY. In return for a loan that I have received, I promise to pay to the order of the United States of America, acting through the Rural Housing Service (and its successors)("Government") \$ 109,100.00 (this amount is called "principal"), plus interest.

INTEREST. Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of 6.750 %. The interest rate required by this section is the rate I will pay both before and after any default described below.

PAYMENTS. I agree to pay principal and interest using one of two alternatives indicated below:

I. Principal and interest payments shall be temporarily deferred. The interest accrued to _____, shall be added to the principal. The new principal and later accrued interest shall be payable in _____ regular amortized installments on the date indicated in the box below. I authorize the Government to enter the amount of such new principal here: \$ _____, and the amount of such regular installments in the box below when such amounts have been determined. I agree to pay principal and interest in installments as indicated in the box below.

II. Payments shall not be deferred. I agree to pay principal and interest in 396 installments as indicated in the box below.

I will pay principal and interest by making a payment every month.
I will make my monthly payment on the 7th day of each month beginning on August 07, 1998 and continuing for 395 months. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this note. My monthly payments will be applied to interest before principal. If on July 07, 2031, I still owe amounts under this note, I will pay those amounts in full on that date, which is called the "maturity date."
My monthly payment will be \$ 688.36. I will make my monthly payment at the post office address noted on my billing statement _____ or a different place if required by the Government.

PRINCIPAL ADVANCES. If the entire principal amount of the loan is not advanced at the time of loan closing, the unadvanced balance of the loan will be advanced at my request provided the Government agrees to the advance. The Government must make the advance provided the advance is requested for an authorized purpose. Interest shall accrue on the amount of each advance beginning on the date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of such advance on the Record of Advances.

HOUSING ACT OF 1949. This promissory note is made pursuant to title V of the Housing Act of 1949. It is for the type of loan indicated in the "Type of Loan" block at the top of this note. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

LATE CHARGES. If the Government has not received the full amount of any monthly payment by the end of 15 days after the date it is due, I will pay a late charge. The amount of the charge will be 4.000 percent of my overdue payment of principal and interest. I will pay this charge promptly, but only once on each late payment.

BORROWER'S RIGHT TO PREPAY. I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Government in writing that I am making a prepayment.

I may make a full prepayment or partial prepayment without paying any prepayment charge. The Government will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Government agrees in writing to those changes. Prepayments will be applied to my loan in accordance with the Government's regulations and accounting procedures in effect on the date of receipt of the payment.

ASSIGNMENT OF NOTE. I understand and agree that the Government may at any time assign this note without my consent. If the Government assigns the note I will make my payments to the assignee of the note and in such case the term "Government" will mean the assignee.

CREDIT ELSEWHERE CERTIFICATION. I certify to the Government that I am unable to obtain sufficient credit from other sources at reasonable rates and terms for the purposes for which the Government is giving me this loan.

USE CERTIFICATION. I certify to the Government that the funds I am borrowing from the Government will only be used for purposes authorized by the Government.

LEASE OR SALE OF PROPERTY. If the property constructed, improved, purchased, or refinanced with this loan is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for 3 years or longer or (3) is sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the entire remaining unpaid balance of the loan immediately due and payable. If this happens, I will have to immediately pay off the entire loan.

REQUIREMENT TO REFINANCE WITH PRIVATE CREDIT. I agree to periodically provide the Government with information the Government requests about my financial situation. If the Government determines that I can get a loan from a responsible cooperative or private credit source, such as a bank or a credit union, at reasonable rates and terms for similar purposes as this loan, at the Government's request, I will apply for and accept a loan in a sufficient amount to pay this note in full. This requirement does not apply to any cosigner who signed this note pursuant to section 502 of the Housing Act of 1949 to compensate for my lack of repayment ability.

SUBSIDY REPAYMENT AGREEMENT. I agree to the repayment (recapture) of subsidy granted in the form of payment assistance under the Government's regulations.

CREDIT SALE TO NONPROGRAM BORROWER. The provisions of the paragraphs entitled "Credit Elsewhere Certification" and "Requirement to Refinance with Private Credit" do not apply if this loan is classified as a nonprogram loan pursuant to section 502 of the Housing Act of 1949.

DEFAULT. If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default the Government may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Government may require me to immediately pay the full amount of the unpaid principal, all the interest that I owe, and any late charges. Interest will continue to accrue on past due principal and interest. Even if, at a time when I am in default, the Government does not require me to pay immediately as describe in the preceding sentence, the Government will still have the right to do so if I am in default at a later date. If the Government has required me to immediately pay in full as described above, the Government will have the right to be paid back by me for all of its costs and expenses in enforcing this promissory note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

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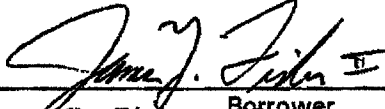
FEDERAL AGRICULTURAL CREDIT TITLE I PROGRAM - COMMON LEASES - CASE #2028CP2604562
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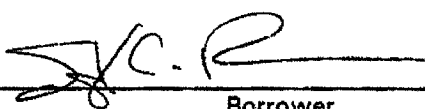
NOTICES. Unless applicable law requires a different method, any notice that must be given to me under this note will be given by delivering it or by mailing it by first class mail to me at the property address listed above or at a different address if I give the Government a notice of my different address. Any notice that must be given to the Government will be given by mailing it by first class mail to the Government at USDA / Rural Housing Service, c/o Customer Service Branch, P.O. Box 66889, St. Louis, MO 63166, or at a different address if I am given a notice of that different address.

OBLIGATIONS OF PERSONS UNDER THIS NOTE. If more than one person signs this note, each person is fully and personally obligated to keep all of the promises made in this note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this note is also obligated to do these things. The Government may enforce its rights under this note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this note. The term "Borrower" shall refer to each person signing this note.

WAIVERS. I and any other person who has obligations under this note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Government to demand payment of amounts due. "Notice of dishonor" means the right to require the Government to give notice to other persons that amounts due have not been paid.

WARNING: Failure to fully disclose accurate and truthful financial information in connection with my loan application may result in the termination of program assistance currently being received, and the denial of future federal assistance under the Department of Agriculture's Debarment regulations, 7 C.F.R. part 3017.


 _____ Seal
 James Y. Fisher, II Borrower
 _____ Seal
 Borrower


 _____ Seal
 Stacy C. Fisher Borrower
 _____ Seal
 Borrower

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 109,100.00	7/7/98	(8) \$		(15) \$	
(2) \$		(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
				TOTAL	\$ 109,100.00

Account #:

EXHIBIT B

Account #:

SUBSIDY REPAYMENT AGREEMENT

1. As required under Section 521 of the Housing Act of 1949 (42 U.S.C. 1490a), subsidy received in accordance with Section 502 of the Housing Act of 1949, is repayable to the Government upon the disposition or nonoccupancy of the security property. Deferred mortgage payments are included as subsidy under this agreement.

2. When I fail to occupy or transfer title to my home, recapture is due. If I refinance or otherwise pay in full without transfer of title and continue to occupy the property, the amount of recapture will be calculated but, payment of recapture can be deferred, interest free, until the property is subsequently sold or vacated. If deferred, the Government mortgage can be subordinated but will not be released nor the promissory note satisfied until the Government is paid in full. In situations where deferment of recapture is an option, recapture will be discounted 25% if paid in full at time of settlement.

3. Market value at time of initial subsidy \$ 110,500.00 less amount of Rural Housing Service (RHS) loans \$ 109,100.00 less amount of any prior liens \$ _____ equals my/our original equity \$ 1,400.00. This amount equals 1.3 % of the market value as determined by dividing original equity by the market value.

4. If all loans are not subject to recapture, or if all loans subject to recapture are not being paid, complete the following formula: Divide the balance of loans subject to recapture that are being paid by the balance of all open loans. Multiply the result by 100 to determine the percent of the outstanding balance of open loans being paid.

months loan outstanding	Average interest rate paid								
	1%	2%	3%	4%	5%	6%	7%	>7%	
0 - 59	.50	.50	.50	.50	.44	.32	.22	.11	
60 - 119	.50	.50	.50	.49	.42	.31	.21	.11	
120 - 179	.50	.50	.50	.48	.40	.30	.20	.10	
180 - 239	.50	.50	.49	.42	.36	.26	.18	.09	
240 - 299	.50	.50	.46	.38	.33	.24	.17	.09	
300 - 359	.50	.45	.40	.34	.29	.21	.14	.09	
360 & up	.47	.40	.36	.31	.26	.19	.13	.09	

6. Calculating Recapture

Market value (at the time of transfer or abandonment)

LESS:

- Prior liens
- RHS balance,
- Reasonable closing costs,
- Principal reduction at note rate,
- Original equity (see paragraph 3), and
- Capital improvements.

EQUALS

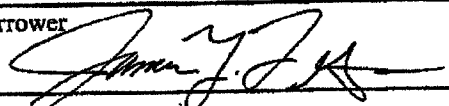
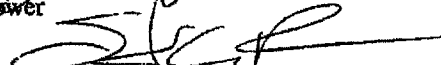
Appreciation Value. (If this is a positive value, continue.)

TIMES

- Percentage in paragraph 4 (if applicable),
- Percentage in paragraph 5, and
- Return on borrower's original equity (100% - percentage in paragraph 3).

EQUALS

Value appreciation subject to recapture. Recapture due equals the lesser of this figure or the amount of subsidy received.

Borrower 	Date July 7, 1998
Borrower 	Date July 7, 1998

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

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EXHIBIT C

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Form RD 3550-14 SC
(11-96)

[Space Above This Line For Recording Date]

Form Approved
OMB No. 0575-0172

TMS # 136-17-01-029 United States Department of Agriculture
Rural Housing Service

MORTGAGE FOR SOUTH CAROLINA
"PURCHASE MONEY MORTGAGE"

THIS MORTGAGE ("Security Instrument") is made on July 7, 1998 [Date]
The mortgagor is James Y. Fisher, II and Stacy C. Fisher

("Borrower").
This Security Instrument is given to the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption agreements (herein collectively called "Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and payable on the maturity date:

Date of Instrument	Principal Amount	Maturity Date
7/7/98	\$109,100.00	July 7, 2031

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the property covered by this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, and (d) the recapture of any payment assistance and subsidy which may be granted to the Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(g) or 1490a. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Horry, State of South Carolina:

SEE PROPERTY DESCRIPTION RIDER ATTACHED HERETO

which has the address of 308 Jasmine Drive, Conway, South Carolina
29526 [Street] [City] [ZIP]
("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which now or hereafter are a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Public reporting burden for this collection of information is estimated to average 13 minutes per response, including the time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Agriculture, Clearance Officer, STOP-7602, 1400 Independence Ave., S.W., Washington, D.C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB number.

1343

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law or federal regulation that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held by a federal agency (including Lender) or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property after acceleration under paragraph 22, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien; (2) to accrued interest due under the Note; (3) to principal due under the Note; (4) to amounts required for the escrow items under paragraph 2; (5) to late charges and other fees and charges.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has agreed in writing to such lien or Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of

the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse Lender for all of Lender's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the property.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurer providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, at Lender's option Lender may obtain coverage to protect Lender's rights in the Property pursuant to paragraph 7.

All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If after acceleration the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is not required to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Refinancing. If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby in full.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower and any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

15. Borrower's Copy. Borrower acknowledges receipt of one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

17. Nondiscrimination. If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion, sex, national origin, handicap, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, national

origin, handicap, age or familial status.

18. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

19. Uniform Federal Non-Judicial Foreclosure. If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in accordance with such federal procedure.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations.

As used in this paragraph "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means federal laws and regulations and laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. Cross Collateralization. Default hereunder shall constitute default under any other real estate security instrument held by Lender and executed or assumed by Borrower, and default under any other such security instrument shall constitute default hereunder.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the Property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the Property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

23. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to by Lender, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the Property, Lender and its agents may bid and purchase as a stranger and may pay Lender's share of the purchase price by crediting such amount on any debts of Borrower owing to Lender, in the order prescribed above.

24. Borrower agrees that Lender will not be bound by any present or future state laws, (a) providing for valuation, appraisal, homestead or exemption of the Property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any rights of redemption or possession following any foreclosure sale, or (e) limiting the conditions which Lender may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the Property to a new Borrower. Borrower expressly waives the benefit of any such state law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent and dower.

25. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees, and court costs.

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box]

Condominium Rider Planned Unit Development Rider Other(s) [specify] Property Description Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider executed by Borrower and recorded with this Security Instrument

Signed, sealed, and delivered in the presence of:

Brenda P. Dunn
Witness

James Y. Fisher, II (Seal)
Borrower

J. Cole Smith
Witness

Stacy C. Fisher (Seal)
Borrower

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF SOUTH CAROLINA }
COUNTY OF HORRY } ss :

Before me L. Cole Smith, a Notary Public of South Carolina, personally appeared Brenda P. Dunn and made oath that she saw the within named James Y. Fisher, II and Stacy C. Fisher sign, seal and as their act and deed, deliver the within written mortgage for the uses and purposes therein mentioned, and that she with L. Cole Smith witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me this 7th day of July, 1998.

J. Cole Smith
Notary Public

Brenda P. Dunn
Witness

My commission expires 5-25-05

PROPERTY DESCRIPTION RIDER

ALL AND SINGULAR, that certain piece, parcel or lot of land, together with any and all improvements situate thereon, situate, lying and being in Conway Township, Horry County, South Carolina, and being more particularly described as Lot 37, Phase I, on a Plat of Jasmine Woods Subdivision, Phase I, prepared by Hester Land Surveying Co., Inc., by L.J. (Alex) Hester, R.L.S., dated August 29, 1990, which plat is recorded in the office of the ROD for Horry County in Plat Book 111 at Page 126, reference to which is craved as forming a part and parcel hereof.

This conveyance is made to subject to that certain Declaration of Covenants and Restrictions of Jasmine Woods Subdivision, Phase I, dated September 28, 1990, and recorded October 1, 1990 in Deed Book 1425 at Page 55, office of the ROD for Horry County, South Carolina.

This being the identical property conveyed to the Mortgagors herein by Deed as recorded in the office of the ROD for Horry County herein by Deed Book 2052 at Page 1143.

EXHIBIT D

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
C/A NO.: 2023-CP-26-04562

United States of America, acting through the Rural Housing Service, its successors and assigns, United States Department of Agriculture,

Plaintiff,

vs.

James Y. Fisher, II, Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris, and Occupant(s),

Defendants.

**AUTHORITY TO TESTIFY
AND
STATEMENT OF DEBT**

BEFORE ME, the undersigned authority, personally appeared Angela Woods-Bargney, Foreclosure Specialist, United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Plaintiff") who being first duly sworn, deposed and says:

1. I am authorized to sign this affidavit on behalf of Plaintiff. I am further the custodian of the records of this account.
2. Plaintiff has exercised its option under the Promissory Note ("Note"), Mortgage of Real Estate and other applicable loan documents kept in the regular custody of business, to accelerate the loan and declare the entire principal balance, together with interest, advances and other charges immediately due and payable. Plaintiff has the right to foreclose the subject mortgage.
3. The business record attached as **Exhibit A**, which was personally reviewed by me, is a true and correct summary of the account in the underlying action.

4. Plaintiff's books and records reflect that there is now due and owing to the Plaintiff, exclusive of attorney's fees and costs, the following amounts:

a.	Principal due as of October 8, 2024	\$98,978.63
b.	Interest from October 7, 2012 through October 8, 2024 at 6.750%	\$80,245.80
c.	Late Charges before being sent to attorney for collection	\$1,183.12
d.	Subsidy granted	\$24,095.47
e.	Escrow/Impound required	\$1,720.00
f.	fees required with payoff:	
	o Escrow fees =	\$26,533.69
	o Caretaking fees =	\$2,265.71
	o Paid attorney costs =	\$2,317.06
	o Interest on fees =	\$12,056.06
	 Total Debt secured by Note and Mortgage, including interest to date shown	 \$249,395.54

Per Diem at \$18.30

The amount due (shown above) shall accrue interest at the rate of 6.750% per annum and together with such interest shall constitute the total debt due the Plaintiff, pursuant to S.C. Code §29-3-630.

5. Interest at the rate of 6.750% continues to accrue for each day that the debt remains unpaid at a rate of \$18.30 per day, subject to any adjustments as provided for in the Note;

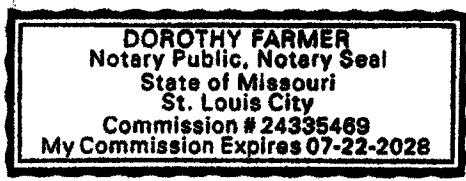
6. Further, the Note, Subsidy and Mortgage are not owned, securitized or guaranteed by Federal National Mortgage Association (Fannie Mae) or Federal Home Loan Mortgage Corporation (Freddie Mac); Plaintiff is not a servicer participating in the Home Affordable Modification Program (HMP); and the Note and Mortgage are not subject to modification under HMP.

7. As a direct result of default under the Note, Subsidy and Mortgage, Plaintiff retained an attorney for its services to collect on its behalf such sum as the Court shall adjudge.

8. Plaintiff hereby gives Harrell, Martin & Peace, P.A. the authority to testify on its behalf regarding this matter.

Further Affiant sayeth not.

October 2, 2024.



United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture

By Angela Woods-Bargney
Title: Foreclosure
Specialist

SWORN to before me this 2nd day of October, 2024.

Dorothy Farmer (SEAL)
Notary Public for St. Louis City
My Commission Expires: 7-22-28

FMP1CICS FMP1 FHWB1 FBST WB1 FBST

PAYOFF FUNDS PANEL

650 9/24/2024 6:00:11 AM ET PFSP576

Account Number

Name JAMES Y FISHER II

Funds Detail Information

Escrow/Impound Required

Principal	98978.63	ESCROW ADVANCED	1720.00
Interest From 10/07/12			
To 10/08/24	80245.80		
Subsidy To Be Recaptured	24095.47		
Escrow/Impound Required	1720.00		
RD PREMIUM DUE	0.00		
Optional Insurance	0.00		

Late Charges Due	1183.12
P&I Advance	0.00
Deferred Amounts	0.00
Fees Assessed with Payoff Quote	0.00

Interest Calculations

Rate	From	To/Thru	Int Due
6.750	10/07/12	09/07/24	79678.37
6.750	09/07/24	10/07/24	549.13
6.750	10/07/24	10/08/24	18.30

Interest Calculations	
Fees Required with Payoff Funds	12056.06
Fees Currently Assessed	31421.78
Buyer Assistance	0.00

Per Diem/Expiration Information

After 10/07/24	Add	18.3043
AND RECOV/COST INT PERDIEM		5.8126
Quote Expires		10/08/24
Financed Cov Rebate Good Until		00/00/00
After 10/07/24	Add	0.0000
FOR SIMPLE INSURANCE PER DAY		

Funds to be Credited

Less Escrow/Impound Funds	0.00
Less Unapplied Funds	0.00
Less Buydown Funds	0.00
Less Financed Cov Rebate Funds	0.00
Less SAC Amounts Paid	0.00
Less Remaining PRA	0.00
Less Early Refunds	0.00
Payoff Funds Required	249700.86

Funds Retained

Escrow/Impound Funds	0.00
Unapplied Funds	0.00
Buydown Funds	0.00

- LESS Duplicate Entry \$180.32
- LESS Duplicate Entry \$125.00
\$249,395.54 *50th payoff*

Message: CLICK RETURN TO EXIT

OK

Escrow \$ 26,533.69
 Caretaking \$ 2,205.71
 Attorney Fees/Costs \$ 2,677.38
 \$ 2,317.06
 31,421.78
 LESS Duplicate Entry - 180.32
 LESS Duplicate Entry - 125.00
 \$ 31,116.46

**USDA Rural Development
 Customer Service Center
 St. Louis, MO 63166**

Fee Breakdown

Name: James Y. Fisher

ii

Account Number:

Date	Description	Amount
08/12/13	Negative Escrow	\$1,397.66
01/07/14	Negative Escrow	\$671.43
07/28/14	Negative Escrow	\$1,988.00
01/30/15	Negative Escrow	\$562.79
07/17/15	Negative Escrow	\$2,006.00
02/26/16	Negative Escrow	\$592.24
08/11/16	Negative Escrow	\$3,336.65
12/06/16	Caretaking / Maintenance	\$26.43
12/28/16	Caretaking / Maintenance	\$26.43
01/09/17	Caretaking / Maintenance	\$26.43
01/23/17	Caretaking / Maintenance	\$26.43
03/13/17	Negative Escrow	\$1,644.91
03/20/17	Caretaking / Maintenance	\$26.43
05/03/17	Caretaking / Maintenance	\$26.43
06/09/17	Caretaking / Maintenance	\$26.43
06/28/17	Caretaking / Maintenance	\$26.43
07/24/17	Caretaking / Maintenance	\$26.43
08/28/17	Caretaking / Maintenance	\$26.43
09/19/17	Caretaking / Maintenance	\$26.43
09/19/17	Negative Escrow	\$1,378.00
10/18/17	Caretaking / Maintenance	\$25.30
11/29/17	Caretaking / Maintenance	\$25.30
12/15/17	Caretaking / Maintenance	\$25.30
01/29/18	Caretaking / Maintenance	\$25.30
02/01/18	Negative Escrow	\$592.24
02/26/18	Caretaking / Maintenance	\$25.30
04/26/18	Caretaking / Maintenance	\$25.30
05/30/18	Caretaking / Maintenance	\$25.30
06/19/18	Caretaking / Maintenance	\$25.30
07/26/18	Caretaking / Maintenance	\$25.30
08/28/18	Caretaking / Maintenance	\$25.30
09/24/18	Negative Escrow	\$1,342.00
09/25/18	Caretaking / Maintenance	\$25.30
11/06/18	Caretaking / Maintenance	\$25.30

105.74

185.

101.20

151.80

50.60

Name: James Y. Fisher

II

Account Number:

Date	Description	Amount
11/27/18	Caretaking / Maintenance	\$25.30
12/20/18	Caretaking / Maintenance	\$25.30
02/07/19	Caretaking / Maintenance	\$25.30
02/19/19	Caretaking / Maintenance	\$25.30
03/19/19	Caretaking / Maintenance	\$25.30
04/25/19	Negative Escrow	\$592.24
04/30/19	Caretaking / Maintenance	\$25.30
05/24/19	Caretaking / Maintenance	\$25.30
06/26/19	Caretaking / Maintenance	\$25.30
07/23/19	Caretaking / Maintenance	\$25.30
08/27/19	Negative Escrow	\$1,308.00
09/04/19	Caretaking / Maintenance	\$25.30
10/02/19	Caretaking / Maintenance	\$25.30
10/24/19	Caretaking / Maintenance	\$25.30
12/09/19	Caretaking / Maintenance	\$25.30
12/23/19	Caretaking / Maintenance	\$25.30
01/31/20	Managerial / Misc Fee	\$25.30
02/13/20	Negative Escrow	\$643.86
03/04/20	Managerial / Misc Fee	\$25.30
04/09/20	Managerial / Misc Fee	\$25.30
04/21/20	Property Inspection	\$25.30
06/02/20	Property Inspection	\$25.30
06/30/20	Property Inspection	\$25.30
08/04/20	Property Inspection	\$25.30
08/04/20	Negative Escrow	\$1,345.00
09/10/20	Managerial / Misc Fee	\$25.30
09/25/20	Managerial / Misc Fee	\$25.30
11/03/20	Property Inspection	\$25.30
12/03/20	Property Inspection	\$25.30
12/18/20	Property Inspection	\$25.30
01/27/21	Property Inspection	\$25.30
03/03/21	Property Inspection	\$25.30
03/15/21	Negative Escrow	\$643.86
03/16/21	Property Inspection	\$25.30
04/19/21	Property Inspection	\$25.30
05/25/21	Property Inspection	\$25.30
07/01/21	Property Inspection	\$25.30
07/23/21	Property Inspection	\$25.30
07/28/21	Negative Escrow	\$1,363.00

126.50

161.20

151.80

151.80

177.10

126.50

Name: James Y. Fisher
 II
 Account Number:

Date	Description	Amount
10/04/21	Property Inspection	\$25.30
10/20/21	Property Inspection	\$25.30
10/25/21	Property Inspection	\$25.30
12/21/21	Property Inspection	\$25.30
02/03/22	Property Inspection	\$25.30
03/30/22	Property Inspection	\$25.30
04/01/22	Property Inspection	\$25.30
04/22/22	Negative Escrow	\$661.75
05/02/22	Property Inspection	\$25.30
05/06/22	Property Inspection	\$25.30
06/07/22	Property Inspection	\$25.30
07/20/22	Negative Escrow	\$1,472.00
08/02/22	Property Inspection	\$25.30
09/13/22	Property Inspection	\$25.30
09/22/22	Property Inspection	\$25.30
10/04/22	Property Inspection	\$25.30
11/09/22	Property Inspection	\$25.30
12/19/22	Property Inspection	\$25.30
12/22/22	Property Inspection	\$25.30
01/18/23	Property Inspection	\$25.30
02/15/23	Property Inspection	\$25.30
03/15/23	Property Inspection	\$25.30
04/03/23	Negative Escrow	\$687.19
04/18/23	Property Inspection	\$25.30
05/22/23	Property Inspection	\$25.30
06/15/23	Property Inspection	\$25.30
06/30/23	Foreclosure Services	\$1,250.00
06/30/23	Property Acquisition Liquidation	\$285.00
07/21/23	Negative Escrow	\$1,580.00
07/25/23	Property Inspection	\$25.30
08/14/23	Property Inspection	\$25.30
08/15/23	Property Acquisition Liquidation	\$180.32
08/15/23	Property Acquisition Liquidation	\$180.32
09/19/23	Property Acquisition Liquidation	\$180.00
09/29/23	Property Inspection	\$25.30
03/18/24	Negative Escrow	\$724.87
05/22/24	Property Acquisition Liquidation	\$85.00
05/22/24	Property Acquisition Liquidation	\$180.00
05/28/24	Property and Occupancy Inspection	\$35.23

177.00
 75.90
 253.00
 75.90
 50.60
 25.30
 35.23

Name: James Y. Fisher		
II		
Account Number:		
Date	Description	Amount
06/25/24	Property and Occupancy Inspection	\$28.69
06/26/24	Property and Occupancy Inspection	\$28.69
06/26/24	Property and Occupancy Inspection	\$28.69
06/27/24	Property and Occupancy Inspection	\$28.69
07/02/24	Property and Occupancy Inspection	\$28.69
07/23/24	Property Acquisition Liquidation ✓	\$31.74
09/23/24	Property Acquisition Liquidation ✓	\$125.00
09/23/24	Property Acquisition Liquidation <i>(F. D. ...)</i>	\$125.00 <i>(P)</i>
10/08/24	CURRENT BALANCE	\$31,421.78

143.44

9/24/24, 11:20 AM

Spent to Date



Mortgage Contracting Services, LLC
 350 Highland Drive Suite 100
 Lewisville, TX 75067

LOAN #:		
Invoice Item	Completion Date	Total
Verify Occupancy - Inspection - Ordered 09/12/2016	9/20/2016 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 10/11/2016	10/19/2016 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 11/14/2016	11/21/2016 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 12/19/2016	12/21/2016 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 02/02/2017	2/4/2017 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 03/13/2017	3/15/2017 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 04/03/2017	4/7/2017 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 05/06/2017	5/11/2017 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 06/12/2017	6/14/2017 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 07/13/2017	7/20/2017 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 08/11/2017	8/14/2017 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 09/15/2017	9/19/2017 11:00:00 AM	\$25.30
Verify Occupancy - Inspection - Ordered 10/11/2017	10/17/2017 11:00:00 AM	\$25.30
Verify Occupancy - Inspection - Ordered 11/11/2017	11/15/2017 11:00:00 AM	\$25.30

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9/24/24, 11:20 AM

Spent to Date

<u>Verify Occupancy - Inspection - Ordered 12/12/2017</u>	12/14/2017 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/16/2018</u>	1/19/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/05/2018</u>	3/7/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/11/2018</u>	4/13/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/08/2018</u>	5/9/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/08/2018</u>	6/16/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/10/2018</u>	7/14/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 08/14/2018</u>	8/15/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 09/11/2018</u>	9/26/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 10/09/2018</u>	10/10/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 11/12/2018</u>	11/15/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 12/13/2018</u>	12/16/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/17/2019</u>	1/18/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/13/2019</u>	2/15/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/13/2019</u>	3/15/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/11/2019</u>	4/15/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/14/2019</u>	5/17/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/12/2019</u>	6/14/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/10/2019</u>	7/12/2019 11:00:00 AM	\$25.30

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9/24/24, 11:20 AM

Spent to Date

<u>Verify Occupancy - Inspection - Ordered 08/09/2019</u>	8/10/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 09/09/2019</u>	9/14/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 10/11/2019</u>	10/16/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 11/14/2019</u>	11/18/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 12/13/2019</u>	12/17/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/10/2020</u>	1/16/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/10/2020</u>	2/15/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/09/2020</u>	3/11/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/06/2020</u>	4/10/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/05/2020</u>	5/6/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/05/2020</u>	6/11/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/07/2020</u>	7/9/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 08/11/2020</u>	8/13/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 09/09/2020</u>	9/11/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 10/07/2020</u>	10/11/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 11/09/2020</u>	11/10/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 12/07/2020</u>	12/10/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/06/2021</u>	1/8/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/04/2021</u>	2/6/2021 11:00:00 AM	\$25.30

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9/24/24, 11:20 AM

Spent to Date

<u>Verify Occupancy - Inspection - Ordered 03/09/2021</u>	3/10/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/06/2021</u>	4/8/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/05/2021</u>	5/6/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/03/2021</u>	6/4/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/08/2021</u>	7/9/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 08/04/2021</u>	8/6/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 09/07/2021</u>	9/8/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 10/05/2021</u>	10/6/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 11/05/2021</u>	11/7/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 12/07/2021</u>	12/8/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/05/2022</u>	1/7/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/09/2022</u>	2/10/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/08/2022</u>	3/10/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/05/2022</u>	4/8/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/06/2022</u>	5/9/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/07/2022</u>	6/7/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/08/2022</u>	7/11/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 08/08/2022</u>	8/10/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 09/08/2022</u>	9/12/2022 11:00:00 AM	\$25.30

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Spent to Date

<u>Verify Occupancy - Inspection - Ordered 10/11/2022</u>	10/12/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 11/08/2022</u>	11/14/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 12/06/2022</u>	12/14/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/05/2023</u>	1/11/2023 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/03/2023</u>	2/9/2023 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/03/2023</u>	3/10/2023 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/06/2023</u>	4/7/2023 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/04/2023</u>	5/5/2023 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/06/2023</u>	6/8/2023 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/07/2023</u>	7/13/2023 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 08/04/2023</u>	8/10/2023 11:00:00 AM	\$25.30
Total Amount Invoiced: \$2,087.03		

Re: Case No.: 2023-CP-26-04562

USDA,

Plaintiff,
vs.

James Y. Fisher, II, Stacy C.
Fisher a/k/a Stacy C. Woodle a/k/a
Stacy C. Contris,

Defendants.

H E A R I N G

DATE TAKEN: October 8, 2024

LOCATION: All parties attending remotely

B E F O R E: Honorable Alan D. Clemmons

APPEARANCES:

TAYLOR A. PEACE, ESQUIRE

Harrell, Martin & Peace, P.A.

1 35 Columbia Avenue

Chapin, South Carolina 29036-9423

8 03-345-3353

..... on behalf of the Plaintiff

1 THE COURT:

2 Good morning, Mr. Peace. You're muted, sir.

3 MR. PEACE:

4 Good morning, Judge. How are you?

5 THE COURT:

6 I'm well. Thank you.

7 MR. PEACE:

8 Good.

9 THE COURT:

10 Mr. Peace, are you expecting anybody else to join us
11 for our hearings this morning?

12 MR. PEACE:

13 No, sir. And I'll at least, I mean, I don't know
14 that this really makes a difference if anybody's going to
15 appear, but at least one of these properties appears to
16 be vacated or vacant.

17 THE COURT:

18 Okay. Thank you. All right. We've got three
19 minutes. Let's give everybody an opportunity to join,
20 just in case. All right. Let's proceed. Oh, we have
21 someone who's joined us. Jim Fisher?

22 MR. FISHER:

23 Yes, sir.

24 THE COURT:

25 Mr. Fisher, which case are you here with us on?

1 MR. FISHER:

2 It's case number 2023-CP-26-04562.

3 THE COURT:

4 All right, Mr. Fisher. Mr. Peace, we'll take Mr.
5 Fisher's case first. Mr. Fisher, my name is Alan
6 Clemmons. I'm the judge presiding at this matter today.

7 MR. FISHER:

8 Yes, sir.

9 THE COURT:

10 We have with us Mr. Taylor Peace who represents the
11 plaintiff in this matter. I'm going to introduce the
12 matter for the record. Mr. Peace is going to give the
13 Court a summary of this matter and bring things to the
14 attention of the Court that the Court will need to
15 consider prior to ruling in this matter, after which I
16 may have some questions for Mr. Peace. And then I'll go
17 to you, Mr. Fisher, and invite you to share with the
18 Court any information you think the Court should
19 consider.

20 MR. FISHER:

21 Thank you, sir.

22 THE COURT:

23 All right. This is the matter of United States of
24 America versus James Y. Fisher II, Stacy C. Fisher and
25 occupants. Docket number 2023-CP-26-4562. This is a

1 foreclosure matter. Mr. Taylor Peace is here
2 representing the plaintiff. We have Mr. Jim Fisher II,
3 the principal defendant, with us in our virtual hearing
4 this morning. Mr. Peace, you may proceed, sir.

5 MR. PEACE:

6 Thank you, Your Honor. May it please the Court.
7 Taylor Peace for the USDA. This is a default foreclosure
8 matter that we filed on July 24, 2023, seeking the
9 foreclosure of a mortgage executed by a James Y. Fisher
10 II, Stacy C. Fisher. She has a couple AKAs that we've
11 identified in the caption and in the pleadings. That
12 mortgage encumbers real property, as I'll discuss in a
13 minute, located at 217 Long Avenue in Conway, South
14 Carolina, zip code 29526. We instituted the matter on
15 July 24, 2023, by filing a summons -- I'm sorry, 308
16 Jasmine Drive, Conway, South Carolina 29526. We
17 instituted the matter by filing a summons and complaint
18 as mentioned. Service of the summons and complaint was
19 made on Mr. Fisher -- Mr. And Ms. Fisher as identified on
20 the affidavits of service filed in the matter, filed of
21 record. Neither Mr. or Ms. Fisher have filed an answer
22 or responsive pleading upon the plaintiff or their
23 counsel as is required by the summons and are in default,
24 are shown on the affidavit in default filed June 17,
25 2024.

1 Also, Your Honor, the defendants are not in the
2 military service as contemplated by the Service Member
3 Civil Relief Act, as shown on the affidavit filed June
4 17, 2024. In an order of reference, Your Honor,
5 referring the case to this court filed June 18, 2024, and
6 the defendants were notified of the time, date, and place
7 of the hearing as indicated on the notice of hearing
8 that's filed in the case.

9 As to the actual facts, Mr. And Ms. Fisher gave the
10 USDA a promissory note dated July 7, 1998, promising to
11 pay the plaintiff the amount of \$109,100 based upon the
12 terms and conditions contained therein. As part of the
13 loan transaction represented by the note and mortgage at
14 issue, Mr. And Ms. Fisher also executed a subsidy
15 repayment agreement whereby they agreed to repay the
16 subsidy they received as part of the loan. As you know,
17 Your Honor, with regard to these USDA loans, Mr. and Ms.
18 Fisher, as well as other borrowers who qualify for the
19 loan program, receive interest credit that they apply for
20 and receive over the life of the loan that's based on
21 certain things, based on their qualification and
22 criteria, such as their income. Under that loan
23 repayment agreement, the interest becomes due and owing
24 in the event that they default and the loan is, for the
25 mortgage, is foreclosed upon, which will become important

1 in a minute.

2 But to secure the amounts owed under the note and
3 subsidy, Mr. and Ms. Fisher also executed the mortgage
4 that we're seeking to foreclose on. That mortgage is
5 dated July 7, 1998. It was recorded on July 8, 1998, in
6 the Horry County Register of Deeds and Mortgage Book 2294
7 at page 1343.

8 Your Honor, this mortgage constitutes our first lien
9 on the property. But payment has not been made as
10 required by the promissory note, and the plaintiff is the
11 holder of the note, subsidy mortgage has placed the
12 account in hands in my office for collection after demand
13 has been made. As of today's date, Judge, they've chosen
14 to accelerate the entire indebtedness due and owing. And
15 as of today's date, Your Honor, there's principal due and
16 owing in the amount of \$98,978.63, interest owing from
17 October 7, 2012, being the date of default through
18 today's date at 6.75 percent in the amount of \$80,245.80,
19 late charges due and owing in the amount of \$1,183.12,
20 subsidy due and owing, as mentioned before under the
21 subsidy repayment agreement, in the amount of \$24,095.47,
22 escrow impound required in the amount of \$1,720, and then
23 fees required, fees that have been expended in the amount
24 of being escrow fees in the amount of \$26,533.69,
25 caretaking fees due and owing in the amount of \$2,265.71,

1 and interest on those fees as allowed by the note
2 mortgage in the amount of \$12,056.06. There's also an
3 attorney fee due and owing in the amount of \$2,500 and
4 cost of collection prior to today's hearing, those being
5 costs expended by my office in the pursuit of the
6 collection of this matter in the amount of \$1,067.06, for
7 a total debt due and owing under the note subsidy
8 mortgage in the amount of \$50,645.54.

9 Your Honor, that attorney fee and the cost of
10 collection are noted in our -- or identified in our
11 affidavit of attorney's fees and cost that's been
12 submitted and filed of record. Based on the terms of
13 note subsidy and mortgage, Your Honor, the default
14 thereunder, and the size of the debt, we're asking that
15 the mortgage be foreclosed upon and that the court order
16 to sell the property for the November 4, 2024, sale, and
17 at this time, Your Honor, we are waiving -- and I believe
18 we said it, stated it in our pleadings, but we're waiving
19 deficiency.

20 THE COURT:

21 Thank you, Mr. Peace. I see that your client is
22 seeking interest from October 7, 2012, to date. Does
23 that mean, I have to surmise, because it's not pled in
24 the pleadings, that the default occurred
25 contemporaneously with that interest request; is that

1 correct?

2 MR. PEACE:

3 As far as I'm aware, Judge, but I'm going to go back
4 and ask them to clarify that for certain.

5 THE COURT:

6 Yes, that would be helpful. And can you provide a
7 reason or reasons to the Court why your client sat on
8 their rights since 2012 with regard to bringing this
9 action?

10 MR. PEACE:

11 And I've asked for that as well. You know, as we're
12 seeing these come along, we're asking those questions
13 and, you know, we're not receiving them as timely as we
14 would like.

15 THE COURT:

16 All right, sir. With regard to the escrow fees that
17 you're seeking to collect, can you provide me with a
18 breakdown on those fees?

19 MR. PEACE:

20 Yes, sir.

21 THE COURT:

22 Likewise, caretaking fees.

23 MR. PEACE:

24 Yes, sir. That should be included in the exhibits
25 that could have been uploaded yesterday. We do provide -

1 - we have asked for the (inaudible) their servicer, we've
2 asked for fee breakdown based on what they are asking
3 for. And included with that, the contractor that USDA
4 uses is MCS. And there should be a breakdown on the last
5 few pages of the affidavit of debt.

6 THE COURT:

7 Mr. Peace, I've got a document entitled fee
8 breakdown.

9 MR. PEACE:

10 Yes, sir.

11 THE COURT:

12 For a total of \$31,421.78.

13 MR. PEACE:

14 Yes, sir.

15 THE COURT:

16 And I see a note at the top, breakout for escrow,
17 caretaking, attorney's fees, and note at the bottom, less
18 something -- I can't read.

19 MR. PEACE:

20 It looks like those are duplicates, like duplicate
21 entries that they included.

22 THE COURT:

23 All right. I need something more understandable for
24 me. I want to know what's being charged for escrow,
25 what's being charged for caretaking. Okay. Well,

1 perhaps I've got that. Let me see. No, I don't think I
2 do. I've got a caretaking, maintenance, property
3 inspection, managerial miscellaneous fee. Yeah, I don't
4 know how -- I don't know which figures were used to
5 arrive at your escrow and caretaking numbers. So can
6 your client provide something more legible to the Court?

7 MR. PEACE:

8 Yes, sir.

9 THE COURT:

10 That would be helpful. Thank you. Very good. The
11 Court -- do you have anything further, Mr. Peace, at this
12 time?

13 MR. PEACE:

14 No, sir.

15 THE COURT:

16 Okay. Mr. Fisher, the Court would be pleased to
17 hear from you, sir.

18 MR. FISHER:

19 Sure, Your Honor. I had that question, too, about
20 why hasn't this been foreclosed on a long time ago, after
21 2012. My ex-wife and I tried to sell the property when
22 we were going through the divorce in 2013. And when we
23 were going to go to closing, they said that we had to
24 sign another promissory note, that they couldn't find the
25 original promissory note. And so our attorneys, at that

1 time, told us not to sign another promissory note. They
2 had furnished another promissory note that was blank for
3 us to sign. And they said, you can't sell it, not unless
4 you have the promissory note. So we were told not to
5 sign one because if they came up with this -- if they
6 found the original, then they said technically we could
7 be, you know, have two promissory notes on one property.
8 And so we were told not to do that. And so we were just
9 saying, well, if we can't sell it, we just let it go into
10 foreclosure at that time. But we never heard anything.

11 The government or the USDA never provided me with a
12 copy of the promissory note when I asked for it or a
13 certified copy of the original promissory note. And so
14 we just -- we were just waiting on the government to go
15 ahead and foreclose a long time ago, because they ruined
16 our credit -- well, we ruined our credit, but, not
17 paying, but for like seven years. And now I got my
18 credit back. But we were just waiting for the house to
19 go a long time ago, Your Honor.

20 THE COURT:

21 Thank you, Mr. Fisher. So you don't reside in the
22 property any longer; is that correct?

23 MR. FISHER:

24 Not at -- no, no, sir, not -- not now.

25 THE COURT:

1 How long --

2 MR. FISHER:

3 I still keep the property. I keep the -- I cut the
4 grass and all that and everything because of my
5 neighbors. And, you know, I have utilities that are
6 still there because I don't want the, you know, it's so
7 hot in the summertime, I don't want the walls or
8 anything, you know, to mold or mildew or anything like
9 that.

10 THE COURT:

11 Well, sir, you certainly, in doing that, you've
12 certainly done more than most people would do in your
13 situation.

14 MR. FISHER:

15 Yes, sir.

16 THE COURT:

17 Mr. Fisher, when did you vacate the property?

18 MR. FISHER:

19 It was I want -- well, I mean, I vacated the
20 property probably a few years ago. I can't remember when
21 my kids were -- were staying in the property at the house
22 there. I was taking care of my mom, who's -- she's 88
23 now. I was taking care of her. I had some -- my -- two
24 of my children were living there until they moved out
25 about, I want to say, sometime in February of this past

1 year.

2 THE COURT:

3 Okay. So you have had the use of the property?

4 MR. FISHER:

5 Yes, sir.

6 THE COURT:

7 Up until February of 2023; is that correct? Or
8 February '24?

9 MR. FISHER:

10 I think it's maybe been 2024, yeah, my kids were
11 staying there off -- well, staying off and on. I mean,
12 whenever they needed the property, so, yeah.

13 THE COURT:

14 Until February of 2024. Okay.

15 MR. FISHER:

16 Yes, sir.

17 THE COURT:

18 All right. Mr. Fisher, is there anything else you
19 wish to share with the Court?

20 MR. FISHER:

21 No, sir, Your Honor. I would just -- I would like
22 to get this behind us so I can move on with my life and,
23 you know....

24 THE COURT:

25 Yes, sir, we certainly understand. We're going to

1 help you put this in the rearview mirror.

2 MR. FISHER:

3 Thank you, sir.

4 THE COURT:

5 Thank you very much for your -- for the information
6 you've provided, Mr. Fisher.

7 MR. FISHER:

8 You're welcome.

9 THE COURT:

10 Mr. Peace, if you would please reach out to your
11 client and ask for the information that we discussed and
12 advise them that the Court will give them 10 days from
13 today's date to respond with that information.

14 MR. PEACE:

15 That will help me, too, Judge.

16 THE COURT:

17 Good. I thought it might. At the end of the 10
18 days, we will be prepared to rule in this matter.

19 MR. PEACE:

20 Thank you.

21 THE COURT:

22 Thank you, Mr. Peace. It's always a pleasure, sir.

23 THE COURT:

24 You as well, Judge.

25 THE COURT:

1 All right, Mr. Fisher, you may sign off. You are
2 adjourned from further participation in court. We have
3 another matter to handle for Mr. Peace. You're welcome
4 to stay if you like, but you can -- you can certainly
5 sign off.

6 MR. FISHER:

7 Thank you, Your Honor. Will I know anything about
8 the ruling or how would I find out?

9 THE COURT:

10 You know, yes, sir, you will. Thank you for asking
11 that question. You just prompted a question from me,
12 actually, a statement. Let me give you some information,
13 Mr. Fisher.

14 MR. FISHER:

15 Yes, sir.

16 THE COURT:

17 If this Court should rule that the property is to be
18 sold, which is very likely --

19 MR. FISHER:

20 Yes, sir.

21 THE COURT:

22 -- then the -- if the property sells for less than
23 the amount of the debt, then you would have no liability
24 or responsibility, neither you nor your ex-wife, who is
25 also on the title. That is a correct statement, isn't

1 it, Mr. Peace? They're both on the title? Yes.

2 MR. PEACE:

3 Yes, Your Honor.

4 THE COURT:

5 Okay. Neither of you would have any personal
6 liability if it sells for less than the amount of the
7 debt. However, if it sells for more than the amount of
8 the debt, after the Court pays all appropriate claims
9 against any surplus funds, you and your ex-wife would be
10 entitled to the remainder of funds. That would be
11 considered your equity in the home. The Court needs a
12 way to get in touch with you and with your ex-wife in
13 that event. So, Mr. Fisher, if I might ask, could you
14 please share a phone number with the Court?

15 MR. FISHER:

16 Yes, sir. It's 843-902-3388.

17 THE COURT:

18 Thank you. And an email address?

19 MR. FISHER:

20 It's jimfisher -- letters II -- at hotmail.com.

21 THE COURT:

22 Thank you. And a mailing address?

23 MR. FISHER:

24 1347 Monterey Avenue, Conway, South Carolina 29527.

25 THE COURT:

1 Thank you, Mr. Fisher. Do you have that contact
2 information for your ex-wife?

3 MR. FISHER:

4 I believe so. Let me just pull it up on my phone,
5 Your Honor.

6 THE COURT:

7 Thank you. And she now goes by Stacy C. Contris?
8 Is that --

9 MR. FISHER:

10 No, Woodle. She goes by Woodle.

11 THE COURT:

12 Stacy C. Woodle, W-O-O-D-L-E?

13 MR. FISHER:

14 Yes, sir. Her phone number is 843-597-5520.

15 THE COURT:

16 Okay. Do you have an email address for her?

17 MR. FISHER:

18 Yes, sir. It's stacywoodle -- and that's S-T-A-C-Y
19 -- 1987@gmail.com.

20 THE COURT:

21 Thank you. And a mailing address?

22 MR. FISHER:

23 It's 3498 Highway 701 South, Conway, South Carolina,
24 29527.

25 THE COURT:

1 Wonderful. Thank you so much, Mr. Fisher. If there
2 are surplus funds resulting from any sale, you should
3 expect to be hearing from the Court.

4 MR. FISHER:

5 Okay. Thank you, Your Honor, for your time and
6 everything. Thanks.

7 THE COURT:

8 You're welcome, sir. Good luck to you.

9 MR. FISHER:

10 Thank you, sir.

11 (END OF AUDIO)

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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 29th day of April, 2025.



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

WORD INDEX

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Lisa Snell

From: Lisa Snell
Sent: Friday, April 25, 2025 11:09 AM
To: Everyword Production; Everyword Scheduling
Subject: FW: Webex recording is available for viewing: Harrell, Martin & Peace PA-20241008 1531-1/ Request for Transcripts of Hearings

Good morning,

Could we request a transcription of the hearings in the embedded recording below? There are two (2) hearings held during this recording made on 10/08/2024.

The cases involved are:

USDA vs. James Y Fisher, II, Stacy C. Fisher a/k/a Stacy C. Woodle a/k/a Stacy C. Contris C/A No. 2023-CP-26-04562/ HMP file no. 2518.28661

USDA vs. Eric M. Vaughn and South Carolina Department of Revenue C/A No. 2023-CP-26-06121 / HMP file no. 2518.28706

Please let me know if I need to forward to anyone else with this request.

Thank you for your assistance,



Lisa Snell, Paralegal
Harrell, Martin & Peace, P.A.
135 Columbia Avenue (Physical Address)
P.O. Box 1000 (Mailing Address)
Chapin, South Carolina 29036
Telephone: (803) 345-3353
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DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

From: Cessna, Cecilia <messenger@webex.com>
Sent: Friday, April 25, 2025 10:08 AM
To: Lisa Snell <lsnell@hmp-law.com>
Subject: Webex recording is available for viewing: Harrell, Martin & Peace PA-20241008 1531-1

Hello,

Cessna, Cecilia wants to share this Webex recording with you.
Message from Cessna, Cecilia: I'm sharing this meeting recording with you.

Harrell, Martin & Peace PA-20241008 1531-1
Tuesday, October 8, 2024
3:43 PM | (UTC-04:00) Eastern Time (US & Canada)

Play recording (33 mins)
Recording password: gDFvj4pu

HMP HARRELL, MARTIN
& PEACE, P.A.
ATTORNEYS AT LAW

L.K. "Trey" Harrell, III
Jeremy C. Martin
M. Alan Peace **
Taylor A. Peace
Erik T. Norton
Jamie Anna Weller

Robert W. Dibble, Jr. *
William Jennings (Bill) Buchanan *
Donald W. Tyler *
Thomas B. Jackson, III **

*Of Counsel
**Certified Mediator/Arbitrator

November 8, 2024

VIA E-mail and Regular First-Class Mail

Sheri McAllister, Esq.
Office of the Horry County Master in Equity
P.O. Box 1236
Conway, South Carolina 29526

Re: United States of America et. al. v. James Y. Fisher, II et. al.
C/A No.: 2023-CP-26-04562
HMP File.: 2518.28661/TAP

Dear Ms. McAllister,

Per Judge Clemmons instructions at the October 8, 2024 final foreclosure hearing in this matter, I have asked the USDA to provide additional information regarding the date of default on the mortgage loan account at issue, the reasons for delay in pursuing the foreclosure action, and the fees assessed. For Judge Clemmons review, I have enclosed herewith collectively as **Exhibit A** – (i) the fee payment printout, (ii) the USDA's payment screen related to disbursements made for property taxes related to the property (iii) publicly available records related to the payment of real property taxes, (iii) the USDA property manager's/vendor's invoice screen, and (iv) my firm's invoices to the USDA. Many of these documents were included as exhibits presented to the Court at the hearing. I have also enclosed herewith as **Exhibit B** copies of the default letters that were sent to the defendants, James Y. Fisher, II and Stacy Contris f/k/a Stracy Contris Fisher, identifying the date of default as being June 29, 2016.

As to the reason for the delay between the date of default and institution of this action, my understanding is the USDA requires that all reasonable efforts be exhausted before the account may be accelerated and submitted for foreclosure. The District Director, the Office of General Counsel, and the borrower's case administrator are each required to approve or disapprove both

Mailing Address: Post Office Box 1000, Chapin, South Carolina 29036
Physical Address: 135 Columbia Avenue, Chapin, South Carolina 29036
Telephone: 803-345-3353 • Fax: 803-345-9171
harrellmartinpeace.com

ROA0139

the acceleration of the balance and subsequent foreclosure. The borrower is also afforded an appeal period after acceleration prior to the commencement of foreclosure. Once the acceleration period has expired, the appeal period has expired and the foreclosure has been approved, the account is placed in a que for funding of the attorney's fees and costs of foreclosure. Congressional funding is limited and as such, the USDA does not have the necessary funds to commence all foreclosures in the year of default.

As to the payment of the taxes, it appears the USDA has been paying the *ad valorem* taxes on the real property at issue since 2010 with the last tax payment being made in December, 2023. Another one will probably be made in December, 2024. It also looks like the USDA made two disbursements in 2016 for taxes that were related to an increase in the amount of taxes charged resulting from a change from 4% to 6% with only one disbursement being charged to the defendants' account. It looks like the defendants were not charged for the penalty incurred as a result of the late payment of taxes.

Regarding the other fees assessed, it appears the only services MCS (USDA's property vendor) provided in this matter were related to occupancy verification checks. This makes sense in light of Mr. Fisher's statements at the hearing that his children sporadically lived at the property subject of this matter since he and co-defendant, Stacy Contris divorced. If that is the case, the USDA's representative would have had to inspect the occupancy status of the property on more than one occasion and seen a vehicle or other evidence the property was occupied. Mr. Fisher indicated this sporadic occupancy went on until February, 2024 necessitating further inspections to insure the USDA's interest in the property was not being damaged by waste or otherwise, which is allowed under the Mortgage. See Sections 6, 7, and 9 of the Mortgage. Our fees and costs that were charged to the account are also shown on the fee breakdown.

Mr. Fisher similarly indicated he and his ex-wife attempted to sell the property when they divorced. From our review of the public records for Horry County, that divorce finalized in 2014 and the loan was defaulted in 2016, almost two years after the divorce. I have additionally enclosed a print out from the Horry County public records for your review as well as Mr. and Mrs. Fisher's property settlement agreement and Order for Divorce collectively as **Exhibit C**. I have asked the USDA if they have records of those efforts to sell the property at issue, and they do not have the same. That being said, it looks like Mr. Fisher only attempted to sell the property after the institution of this action as shown on their notes attached hereto as **Exhibit D**. It appears those efforts were unsuccessful.

All in all, it appears this account has been in default for some time and the USDA took reasonable action to protect its interest. In particular (and in light of the defendants' long-term failure to comply with their obligations), the USDA insured the property was still occupied and paid the taxes to protect its interest, which is explicitly allowed to due under the Mortgage the defendants signed. During the same period, Mr. Fisher, his ex-wife, and/or their children enjoyed the benefit of the bargain (ie: homeownership and access to the property) without fulfilling any of their obligations related thereto.

While we understand the Court may be inclined to reduce the debt based on the time between the date of default and the USDA's institution of this matter, we would ask the Court to review Section 11 of the Mortgage which specifically provides, "Any forbearance by the Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy." See Section 11, Mortgage. We would also bring the Court's attention to the fact that this action was brought prior to the maturity date of the Mortgage (ie: July 7, 2031) and well within the statute of limitations¹.

The of the loan documents were agreed to by the USDA and the defendants, including Mr. Fisher, who is in default under the Note and Mortgage as well as in this lawsuit. I would also note Mr. Fisher, while appearing to question the length of time between his default under his obligations and the institution of this foreclosure action, did not contest the actual debt due. Ms. Contris chose not to appear at the final hearing indicating her own lack of objection to the action and debt sought therein. Taking a different position and altering the debt in light of the defendants' default and failure to answer in this matter when the debt has not, in actuality, been contested would be tantamount to altering the Mortgage for the parties when no one has asked for or sought such relief, and it would be improper for the Court to do same. See U.S. Bank Trust Ass'n v. Bell, 385 S.C. 364, 379, 684 S.E. 2d 199, (Ct. App. 2009) ("The construction of a clear and ambiguous contract presents a question of law for the court....We are without authority to alter an unambiguous contract for make new contracts for the parties....'A court must enforce an unambiguous contract according to its terms regardless of its wisdom or folly, apparent unreasonableness, or the parties' failure to guard their rights carefully.'").

In support of our position, we would ask the Court to consider the following equitable maxims. The first is that, "equity follows the law". See Regions Bank v. Wingard Properties, Inc., 394 S.C 241, 254 715 S.E. 2d 348, 355 (Ct. App. 2011) ("When providing an equitable remedy, the court may not ignore statutes, rules, and other precedent") As it relates to this matter, neither party has asked the Court to interpret the Note, Subsidy, and Mortgage, the terms of which are clear and unambiguous meaning the Court's only job is to enforce their terms and determine the debt due thereunder. U.S. Bank Trust Ass'n v. Bell, 385 S.C. 364, 379, 684 S.E. 2d 199, (Ct. App. 2009). If the Court were to alter the debt by imputing a limitation on interest (and light of the Mortgage's express terms), the Court would be altering the terms of the Mortgage for the benefit of the defendants, which would be error as the Court is not being asked to interpret the Mortgage's provisions or nor does it have ability the to alter a contract's terms. Id. While the Court may believe altering the debt would comply with the equitable maxim that "equity considers as down that which should be done" in terms of reducing the debt based on a perceived delay; this maxim cannot be invoked to create a right contrary to the agreement of the parties. See Id. (citing Good v. Jarrard, 93 S.C. 229, 239, 76 S.E. 698, 702 (1912)). It is also worth noting that neither of the defendants raised any defenses, affirmative, equitable, or otherwise, and, as a result, they are waived under Rule 8, SCRPC. Rule 8(c), SCRPC ("In pleading to a preceding pleading, a party

¹ The note, subsidy or mortgage do not provide a statute of limitations and no federal statute provides a statute of limitations on the type of loan which is the subject of this action. Arguably, a state statute of limitations is also not applicable for this type of federal loan and would otherwise be usurped by federal law. See U.S. v. Thompson, 98 U.S. 486 (1878), U.S. v. Summerlin, 310 U.S. 414 (1940), United States v. Ward, 985 F.2d 500, 503 (10th Cir. 1993)

shall affirmatively set forth affirmatively the defenses....laches....waiver statute of limitation, and any other matter constituting a defense.”) Plyler v. Burns, 373 S.C. 637, 647 S.E. 2d 188 (2007). In other words, if equity follows the law, the Court should be compelled to determine the uncontested debt as proved at the hearing.

The second equitable maxim the Court should consider is that “one who seeks equity must do equity”. Regions Bank v. Wingard Properties, Inc., 394 S.C. 241, 259, 715 S.E. 2d 348, 358 (Ct. App. 2011) (“This equitable maxim is commonly phrased as “[h]e who seeks equity must do equity.....This principle applies to one who affirmatively seeks equitable relief....In order for justice to be done between the parties, a party is required to do equity when asking the court to invoke the aid of equity”) (internal citations omitted). As applied to this matter and as set forth above, the defendants and those claiming under them, Mr. Fisher and his children in particular, appear to have enjoyed the benefit and use of the property until February, 2024 without fulfilling the primary obligation under Note and Mortgage (ie: repayment of the debt owed under the Note and Mortgage)². Enjoyment of the benefits of the use of the USDA’s money as financing for the Property without paying the amount owed and requiring the USDA to incur additional costs cannot be considered doing equity. This says nothing of the fact neither defendant has affirmatively sought equitable relief herein. Id.

A third equitable maxim the Court should consider is that “equity aids the vigilant and the diligent”. Elridge v. Elridge, 398 S.C. 113, 728 S.E. 2d 24 (2011). Based on previous rulings by the Court, we understand this maxim has been the basis for previous reductions in the due to the equitable defense of laches; however, the Court’s *sua sponte* assertion of this affirmative defense on behalf of the defendants is improper³, but we would also argue that the defendants similarly have taken no action to protect their own rights under the loan documents and were complacent in their default and content to let the USDA comply with their obligations under the applicable loan documents without fulfilling their own as discussed above. See Rule 8, SCRCF. From what we can tell, Mr. Fisher became concerned about the matter only after he was served with the foreclosure pleadings despite being in default since 2016.

We would also note that deficiency is waived in this matter making this an *in rem* proceedings rather than *in personam*, and equity is normally only applicable in matters that are *in personam*.

As a result of the above, we would reiterate our request that the Court determine the amount due to be what was identified at the hearing without any alteration of the debt, order the subject

² While recognizing it is not precedent, the Court of Appeals came to a similar conclusion in the case of Green Tree Servicing, LLC v. Illingworth, Unpublished Opinion No. 2019-UP-285, 2019 WL 3714994 (Ct. App. 2019) insofar as determining allowing a borrower to enjoy the benefits of a loan without repaying it would be inequitable and violate public policy.

³ While it is improper for the Court to consider or assert a *sua sponte* defense of laches, it is also questionable whether the USDA is subject to the same. See U.S. on Behalf of Small Business Admin. V. Anderson, 583 F. Supp. 1084 (W.D. Va. 1984); United States v. Schwertfeger Dairy Farm, 2017 WL 2906447; Case No.: 16-cv-230-JPG-RJD (S.D. IL 2017).

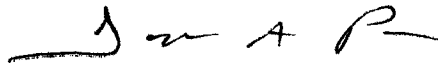
Ltr. to Horry County Master regarding follow up to October 8, 2024 foreclosure hearing
November 8, 2024
Page 5

Mortgage be foreclosed, and the property identified therein be sold at the next available foreclosure sale.

As always, if Judge Clemmons has any follow-up questions or concerns, please contact us at your earliest convenience and we wait for the Court's ruling.

Sincerely,

HARRELL, MARTIN & PEACE, P.A.

A handwritten signature in black ink, appearing to read "Taylor A. Peace". The signature is fluid and cursive, with a long horizontal stroke at the end.

Taylor A. Peace, Esq.

Enclosures

cc: James Y. Fisher, II
Stacy Contris f/k/a Stacy Contris Fisher

EXHIBIT A-1

**USDA Rural Development
Customer Service Center
St. Louis, MO 63166**

Fee Breakdown

Name: James Y. Fisher

II

Account Number:



Date	Description	Amount
08/12/13	Negative Escrow	\$1,397.66
01/07/14	Negative Escrow	\$671.43
07/28/14	Negative Escrow	\$1,988.00
01/30/15	Negative Escrow	\$562.79
07/17/15	Negative Escrow	\$2,006.00
02/26/16	Negative Escrow	\$592.24
08/11/16	Negative Escrow	\$3,336.65
12/06/16	Caretaking / Maintenance	\$26.43
12/28/16	Caretaking / Maintenance	\$26.43
01/09/17	Caretaking / Maintenance	\$26.43
01/23/17	Caretaking / Maintenance	\$26.43
03/13/17	Negative Escrow	\$1,644.91
03/20/17	Caretaking / Maintenance	\$26.43
05/03/17	Caretaking / Maintenance	\$26.43
06/09/17	Caretaking / Maintenance	\$26.43
06/28/17	Caretaking / Maintenance	\$26.43
07/24/17	Caretaking / Maintenance	\$26.43
08/28/17	Caretaking / Maintenance	\$26.43
09/19/17	Caretaking / Maintenance	\$26.43
09/19/17	Negative Escrow	\$1,378.00
10/18/17	Caretaking / Maintenance	\$25.30
11/29/17	Caretaking / Maintenance	\$25.30
12/15/17	Caretaking / Maintenance	\$25.30
01/29/18	Caretaking / Maintenance	\$25.30
02/01/18	Negative Escrow	\$592.24
02/26/18	Caretaking / Maintenance	\$25.30
04/26/18	Caretaking / Maintenance	\$25.30
05/30/18	Caretaking / Maintenance	\$25.30
06/19/18	Caretaking / Maintenance	\$25.30
07/26/18	Caretaking / Maintenance	\$25.30
08/28/18	Caretaking / Maintenance	\$25.30
09/24/18	Negative Escrow	\$1,342.00
09/25/18	Caretaking / Maintenance	\$25.30
11/06/18	Caretaking / Maintenance	\$25.30

Name: James Y. Fisher

ii

Account Number:

Date	Description	Amount
11/27/18	Caretaking / Maintenance	\$25.30
12/20/18	Caretaking / Maintenance	\$25.30
02/07/19	Caretaking / Maintenance	\$25.30
02/19/19	Caretaking / Maintenance	\$25.30
03/19/19	Caretaking / Maintenance	\$25.30
04/25/19	Negative Escrow	\$592.24
04/30/19	Caretaking / Maintenance	\$25.30
05/24/19	Caretaking / Maintenance	\$25.30
06/26/19	Caretaking / Maintenance	\$25.30
07/23/19	Caretaking / Maintenance	\$25.30
08/27/19	Negative Escrow	\$1,308.00
09/04/19	Caretaking / Maintenance	\$25.30
10/02/19	Caretaking / Maintenance	\$25.30
10/24/19	Caretaking / Maintenance	\$25.30
12/09/19	Caretaking / Maintenance	\$25.30
12/23/19	Caretaking / Maintenance	\$25.30
01/31/20	Managerial / Misc Fee	\$25.30
02/13/20	Negative Escrow	\$643.86
03/04/20	Managerial / Misc Fee	\$25.30
04/09/20	Managerial / Misc Fee	\$25.30
04/21/20	Property Inspection	\$25.30
06/02/20	Property Inspection	\$25.30
06/30/20	Property Inspection	\$25.30
08/04/20	Property Inspection	\$25.30
08/04/20	Negative Escrow	\$1,345.00
09/10/20	Managerial / Misc Fee	\$25.30
09/25/20	Managerial / Misc Fee	\$25.30
11/03/20	Property Inspection	\$25.30
12/03/20	Property Inspection	\$25.30
12/18/20	Property Inspection	\$25.30
01/27/21	Property Inspection	\$25.30
03/03/21	Property Inspection	\$25.30
03/15/21	Negative Escrow	\$643.86
03/16/21	Property Inspection	\$25.30
04/19/21	Property Inspection	\$25.30
05/25/21	Property Inspection	\$25.30
07/01/21	Property Inspection	\$25.30
07/23/21	Property Inspection	\$25.30
07/28/21	Negative Escrow	\$1,363.00

Fee Breakdown

As of 9/24/2024

Page 2 of 4

ROA0146

Name: James Y. Fisher

II

Account Number:



Date	Description	Amount
10/04/21	Property Inspection	\$25.30
10/20/21	Property Inspection	\$25.30
10/25/21	Property Inspection	\$25.30
12/21/21	Property Inspection	\$25.30
02/03/22	Property Inspection	\$25.30
03/30/22	Property Inspection	\$25.30
04/01/22	Property Inspection	\$25.30
04/22/22	Negative Escrow	\$661.75
05/02/22	Property Inspection	\$25.30
05/06/22	Property Inspection	\$25.30
06/07/22	Property Inspection	\$25.30
07/20/22	Negative Escrow	\$1,472.00
08/02/22	Property Inspection	\$25.30
09/13/22	Property Inspection	\$25.30
09/22/22	Property Inspection	\$25.30
10/04/22	Property Inspection	\$25.30
11/09/22	Property Inspection	\$25.30
12/19/22	Property Inspection	\$25.30
12/22/22	Property Inspection	\$25.30
01/18/23	Property Inspection	\$25.30
02/15/23	Property Inspection	\$25.30
03/15/23	Property Inspection	\$25.30
04/03/23	Negative Escrow	\$687.19
04/18/23	Property Inspection	\$25.30
05/22/23	Property Inspection	\$25.30
06/15/23	Property Inspection	\$25.30
06/30/23	Foreclosure Services	\$1,250.00
06/30/23	Property Acquisition Liquidation	\$285.00
07/21/23	Negative Escrow	\$1,580.00
07/25/23	Property Inspection	\$25.30
08/14/23	Property Inspection	\$25.30
08/15/23	Property Acquisition Liquidation	\$180.32
08/15/23	Property Acquisition Liquidation	\$180.32
09/19/23	Property Acquisition Liquidation	\$180.00
09/29/23	Property Inspection	\$25.30
03/18/24	Negative Escrow	\$724.87
05/22/24	Property Acquisition Liquidation	\$85.00
05/22/24	Property Acquisition Liquidation	\$180.00
05/28/24	Property and Occupancy Inspection	\$35.23

Fee Breakdown

As of 9/24/2024

Page 3 of 4

ROA0147

Name: James Y. Fisher

ii

Account Number:



Date	Description	Amount
06/25/24	Property and Occupancy Inspection	\$28.69
06/26/24	Property and Occupancy Inspection	\$28.69
06/26/24	Property and Occupancy Inspection	\$28.69
06/27/24	Property and Occupancy Inspection	\$28.69
07/02/24	Property and Occupancy Inspection	\$28.69
07/23/24	Property Acquisition Liquidation	\$31.74
09/23/24	Property Acquisition Liquidation	\$125.00
09/23/24	Property Acquisition Liquidation	\$125.00
10/08/24	CURRENT BALANCE	\$31,421.78

EXHIBIT A-2

9/24/24, 11:20 AM

Spent to Date



Mortgage Contracting Services, LLC
350 Highland Drive Suite 100
Lewisville, TX 75067

Invoice Item	Completion Date	Total
Verify Occupancy - Inspection - Ordered 09/12/2016	9/20/2016 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 10/11/2016	10/19/2016 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 11/14/2016	11/21/2016 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 12/19/2016	12/21/2016 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 02/02/2017	2/4/2017 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 03/13/2017	3/15/2017 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 04/03/2017	4/7/2017 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 05/06/2017	5/11/2017 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 06/12/2017	6/14/2017 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 07/13/2017	7/20/2017 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 08/11/2017	8/14/2017 11:00:00 AM	\$26.43
Verify Occupancy - Inspection - Ordered 09/15/2017	9/19/2017 11:00:00 AM	\$25.30
Verify Occupancy - Inspection - Ordered 10/11/2017	10/17/2017 11:00:00 AM	\$25.30
Verify Occupancy - Inspection - Ordered 11/11/2017	11/15/2017 11:00:00 AM	\$25.30

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EXHIBIT A-3

HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue
PO Box 1000
Chapin, South Carolina 29036
803-345-3353

Attn: Angela Woods-Bargney
United States Department of Agriculture
4300 Goodfellow Blvd, FC215/105F
FC Centralization Unit
St. Louis, MO 63120

Statement Date: August 7, 2023
Statement No. 30582
File No. 2518.28661
Page: 1

RE: Fisher, II, James Y. Acct No. [REDACTED]

Payments received after 08/07/2023 are not included on this statement.

		<u>Expenses</u>	
07/24/2023	Filing fee - Summons and Complaint.		<u>180.32</u>
	Total Expenses		180.32
	Total Current Work		180.32
	Previous Balance		\$1,535.00
		<u>Payments</u>	
06/29/2023	ach on 6-29-2023/ invoice 30191		-1,535.00
	Balance Due		<u>\$180.32</u>

Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.

HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue
PO Box 1000
Chapin, South Carolina 29036
803-345-3353

Attn: Angela Woods-Bargney
United States Department of Agriculture
4300 Goodfellow Blvd, FC215/105F
FC Centralization Unit
St. Louis, MO 63120

Statement Date: September 11, 2023
Statement No. 31273
File No. 2518.28661
Page: 1

RE: Fisher, II, James Y. Acct No. [REDACTED]

Payments received after 09/11/2023 are not included on this statement.

		<u>Expenses</u>	
08/01/2023	Service of process/ Check # 50309		180.00
	Total Expenses		180.00
	Total Current Work		180.00
	Previous Balance		\$180.32
		<u>Payments</u>	
08/14/2023	ach 8-14-23/ invoice 30582		-180.32
	Balance Due		<u>\$180.00</u>

Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.

HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue
PO Box 1000
Chapin, South Carolina 29036
803-345-3353

Attn: Angela Woods-Bargney
United States Department of Agriculture
4300 Goodfellow Blvd, FC215/105F
FC Centralization Unit
St. Louis, MO 63120

Statement Date: December 6, 2023
Statement No. 32237
File No. 2518.28661
Page: 1

RE: Fisher, II, James Y. Acct No. [REDACTED]

Payments received after 12/06/2023 are not included on this statement.

Previous Balance		\$180.00
	<u>Payments</u>	
09/18/2023	ach 9-18-2023/ invoice 31273	-180.00
Balance Due		<u>\$0.00</u>

Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.

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HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue
PO Box 1000
Chapin, South Carolina 29036
803-345-3353

Attn: Angela Woods-Bargney
United States Department of Agriculture
4300 Goodfellow Blvd, FC215/105F
FC Centralization Unit
St. Louis, MO 63120

Statement Date: May 8, 2024
Statement No. 33648
File No. 2518.28661
Page: 1

RE: Fisher, II, James Y. Acct No. [REDACTED]

Payments received after 05/08/2024 are not included on this statement.

		<u>Expenses</u>	
04/18/2024	Title Search/ check #51536		85.00
04/23/2024	Service of process/ check # 51412		<u>180.00</u>
	Total Expenses		265.00
	Total Current Work		265.00
	Balance Due		<u>\$265.00</u>

Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.

HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue
PO Box 1000
Chapin, South Carolina 29036
803-345-3353

Attn: Angela Woods-Bargney
United States Department of Agriculture
4300 Goodfellow Blvd, FC215/105F
FC Centralization Unit
St. Louis, MO 63120

Statement Date:
Statement No.
File No.

July 9, 2024
34028
2518.28661
Page: 1

RE: Fisher, II, James Y. Acct No. [REDACTED]

Payments received after 07/09/2024 are not included on this statement.

		<u>Expenses</u>	
06/17/2024	motion to refer		31.74
	Total Expenses		31.74
	Total Current Work		31.74
	Previous Balance		\$265.00
		<u>Payments</u>	
05/21/2024	ach on 5-21-2024/ invoice 33648		-265.00
	Balance Due		<u>\$31.74</u>

Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.

HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue
PO Box 1000
Chapin, South Carolina 29036
803-345-3353

Attn: Angela Woods-Bargney
United States Department of Agriculture
4300 Goodfellow Blvd, FC215/105F
FC Centralization Unit
St. Louis, MO 63120

Statement Date: August 7, 2024
Statement No. 34337
File No. 2518.28661
Page: 1

RE: Fisher, II, James Y. Acct No. [REDACTED]

Payments received after 08/07/2024 are not included on this statement.

Previous Balance		\$31.74
	<u>Payments</u>	
07/22/2024	ach on 7-22-24/ invoice 34028	-31.74
Balance Due		<u>\$0.00</u>

Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.

HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue
PO Box 1000
Chapin, South Carolina 29036
803-345-3353

Attn: Angela Woods-Bargney
United States Department of Agriculture
4300 Goodfellow Blvd, FC215/105F
FC Centralization Unit
St. Louis, MO 63120

Statement Date: September 12, 2024
Statement No. 34601
File No. 2518.28661
Page: 1

RE: Fisher, II, James Y. Acct No. [REDACTED]

Payments received after 09/12/2024 are not included on this statement.

		<u>Expenses</u>	
08/14/2024	Reference fee/ check # 51739		125.00
	Total Expenses		125.00
	Total Current Work		125.00
	Balance Due		<u>\$125.00</u>

Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.

HARRELL, MARTIN & PEACE, P.A.

135 Columbia Avenue
PO Box 1000
Chapin, South Carolina 29036
803-345-3353

Attn: Angela Woods-Bargney
United States Department of Agriculture
4300 Goodfellow Blvd, FC215/105F
FC Centralization Unit
St. Louis, MO 63120

Statement Date: November 7, 2024
Statement No. 34961
File No. 2518.28661
Page: 1

RE: Fisher, II, James Y. Acct No. [REDACTED]

Payments received after 11/07/2024 are not included on this statement.

	Previous Balance		\$125.00
		<u>Payments</u>	
09/20/2024	ach 9-20-2024/ invoice 34601		-125.00
	Balance Due		<u>\$0.00</u>

Please include the FILE NUMBER on your check. Payment is due 30 days from the date of this invoice. Please note all credit/debit card payments will be subject to a 3% processing fee.

EXHIBIT A-4

DISPLAY/CHECK REFERENCE

650 10/18/2024 3:45:25 PM ET



Acct



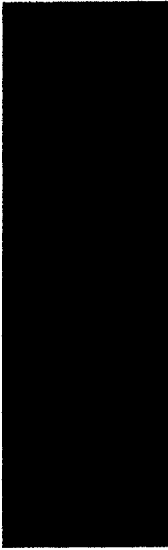
Name JAMES Y FISHER II

Dsp



State 41

Check Ref No.	Payee Number	Abbreviated Payee Name	Tran Code	Tran Date	Disburse Amount	Check Total	Teller No.	Escrow Line Type Code 10 - 29 Insurance Policy Number
60456945	26 0	HORRY COUNTY TR	E90	12/11/23	724.87			
60415780	26 0	HORRY COUNTY TR	E90	11/21/22	687.19			
60391046	26 0	HORRY COUNTY TR	E90	12/13/21	661.75			
60355804	26 0	HORRY COUNTY TR	E90	12/02/20	643.86			
60325754	26 0	HORRY COUNTY TR	E90	12/06/19	643.86			
60295191	26 0	HORRY COUNTY TR	E90	12/06/18	592.24			
60267617	26 0	HORRY COUNTY TR	E90	12/07/17	592.24			
60242434	26 0	HORRY COUNTY TR	E90	12/21/16	1644.91			
10515652	26 0	HORRY COUNTY TR	M90	06/20/16	1891.65			
60216264	26 0	HORRY COUNTY TR	E90	12/11/15	592.24			
60191484	26 0	HORRY COUNTY TR	E90	12/03/14	562.79			
60169121	26 0	HORRY COUNTY TR	E90	12/11/13	671.43			
60144747	26 0	HORRY COUNTY TR	E90	12/10/12	671.43			
60120884	26 0	HORRY COUNTY TR	E90	12/12/11	671.43			
60096244	26 0	HORRY COUNTY TR	E90	12/01/10	689.90			



Message:

OK

MORE...

EXHIBIT A-5

Horry County ONLINE TAX PAYMENT

Notice #: 169889143

Status: Paid

Date Paid: 12/30/14

Issue Date: 11/04/14

Total Paid: \$562.79

Tax Information

Name: FISHER JAMES Y II & STACY C

Address: 308 JASMINE DR CONWAY SC 29527 5912

Tax Year: 2014

District/Levy: 110 / 178.3

City/Levy: CW / 082.4

Total Appraisal: 102,300

Total Assessed: 4,090

Assessment Ratio: Land Appraisal: Building Appraisal:

4% 24,700 77,600

Property Information

Record Type: Real Estate

Map Number: 1361701029

PIN: 36816020005
Acres: .00
Description: LOT 37JASMINE WOODS

Taxes

County Tax:	\$729.25
City Tax:	\$337.02
Fees:	\$0.00
Residential Exemption:	\$503.48
Homestead Exemption:	\$0.00
Other Exemptions:	\$0.00
Local Option Credit:	\$0.00
Total Taxes:	\$562.79

Horry County ONLINE TAX PAYMENT

Notice #: 171401153

Status: Paid

Date Paid: 01/05/16

Issue Date: 10/12/15

Total Paid: \$592.24

Tax Information

Name: FISHER JAMES Y II & STACY C

Address: 308 JASMINE DR CONWAY SC 29527 5912

Tax Year: 2015

District/Levy: 110 / 185.5

City/Levy: CW / 082.4

Total Appraisal: 102,280

Total Assessed: 4,090

Assessment Ratio:	Land Appraisal:	Building Appraisal:
4%	24,680	77,600

Property Information

Record Type: Real Estate

Map Number: 1361701029

PIN: 36816020005
Acres: .00
Description: LOT 37JASMINE WOODS

Taxes

County Tax:	\$758.70
City Tax:	\$337.02
Fees:	\$0.00
Residential Exemption:	\$503.48
Homestead Exemption:	\$0.00
Other Exemptions:	\$0.00
Local Option Credit:	\$0.00
Total Taxes:	\$592.24

Horry County ONLINE TAX PAYMENT

Notice #: 012817155

Status: Paid

Date Paid: 06/24/16

Issue Date: 05/05/16

Total Paid: \$1,891.65

Tax Information

Name: FISHER JAMES Y II

Address: 217 LONG AVE CONWAY SC 29526

Tax Year: 2015

District/Levy: 110 / 185.5

City/Levy: CW / 082.4

Total Appraisal: 102,280

Total Assessed: 6,140

Assessment Ratio:	Land Appraisal:	Building Appraisal:
6%	24,680	77,600

Property Information

Record Type: Real Estate

Map Number: 1361701029

PIN: 36816020005
Acres: .00
Lots: 1
Description: LOT 37JASMINE WOODS

Taxes

County Tax:	\$1,138.97
City Tax:	\$505.94
Fees:	\$0.00
Residential Exemption:	\$0.00
Homestead Exemption:	\$0.00
Other Exemptions:	\$0.00
Local Option Credit:	\$0.00
Penalty:	\$246.74
Total Taxes:	\$1,891.65

Horry County

ONLINE TAX PAYMENT

Notice #: 176875173

Status: Paid

Date Paid: 12/24/17

Issue Date: 10/02/17

Total Paid: \$592.24

Tax Information

Name: FISHER JAMES Y II ETAL

Address: 308 JASMINE DR CONWAY SC 29527

Tax Year: 2017

District/Levy: 110 / 185.5

City/Levy: CW / 082.4

Total Appraisal: 102,280

Total Assessed: 4,090

Assessment Ratio:	Land Appraisal:	Building Appraisal:
4%	24,680	77,600

Property Information

Record Type: Real Estate

Map Number: 1361701029

36816020005

PIN:

Acres:

.29

Description:

LOT 37JASMINE WOODS

Taxes

County Tax:	\$758.70
City Tax:	\$337.02
Fees:	\$0.00
Residential Exemption:	\$503.48
Homestead Exemption:	\$0.00
Other Exemptions:	\$0.00
Local Option Credit:	\$0.00
Total Taxes:	\$592.24

Horry County ONLINE TAX PAYMENT

Notice #: 176105183

Status: Paid

Date Paid: 12/20/18

Issue Date: 09/29/18

Total Paid: \$592.24

Tax Information

Name: FISHER JAMES Y II ETAL

Address: 308 JASMINE DR CONWAY SC 29527

Tax Year: 2018

District/Levy: 110 / 185.5

City/Levy: CW / 082.4

Total Appraisal: 102,280

Total Assessed: 4,090

Assessment Ratio:	Land Appraisal:	Building Appraisal:
4%	24,680	77,600

Property Information

Record Type: Real Estate

Map Number: 1361701029

PIN: 36816020005
Acres: .29
Description: LOT 37JASMINE WOODS

Taxes

County Tax:	\$758.70
City Tax:	\$337.02
Fees:	\$0.00
Residential Exemption:	\$503.48
Homestead Exemption:	\$0.00
Other Exemptions:	\$0.00
Local Option Credit:	\$0.00
Total Taxes:	\$592.24

Horry County

ONLINE TAX PAYMENT

Notice #: 170514193

Status: Paid

Date Paid: 12/20/19

Issue Date: 09/29/19

Total Paid: \$643.86

Tax Information

Name:	FISHER JAMES Y II ETAL	
Address:	308 JASMINE DR CONWAY SC 29527	
Tax Year:	2019	
District/Levy:	110 / 178.8	
City/Levy:	CW / 076.	
Total Appraisal:	117,622	
Total Assessed:	4,710	
Assessment Ratio:	Land Appraisal:	Building Appraisal:
4%	23,680	93,942

Property Information

Record Type:	Real Estate
Map Number:	1361701029

36816020005

PIN:

Acres:

.29

Description:

LOT 37JASMINE WOODS

Taxes

County Tax:

\$842.15

City Tax:

\$357.96

Fees:

\$0.00

Residential Exemption:

\$556.25

Homestead Exemption:

\$0.00

Other Exemptions:

\$0.00

Local Option Credit:

\$0.00

Total Taxes:

\$643.86

Horry County ONLINE TAX PAYMENT

Notice #: 156425203

Status: Paid

Date Paid: 12/17/20

Issue Date: 09/30/20

Total Paid: \$643.86

Tax Information

Name: FISHER JAMES Y II ETAL

Address: 308 JASMINE DR CONWAY SC 29527

Tax Year: 2020

District/Levy: 110 / 178.8

City/Levy: CW / 076.

Total Appraisal: 117,622

Total Assessed: 4,710

Assessment Ratio:	Land Appraisal:	Building Appraisal:
4%	23,680	93,942

Property Information

Record Type: Real Estate

Map Number: 1361701029

PIN: 36816020005
Acres: .29
Description: LOT 37JASMINE WOODS

Taxes

County Tax:	\$842.15
City Tax:	\$357.96
Fees:	\$0.00
Residential Exemption:	\$556.25
Homestead Exemption:	\$0.00
Other Exemptions:	\$0.00
Local Option Credit:	\$0.00
Total Taxes:	\$643.86

Horry County ONLINE TAX PAYMENT

Notice #: 160320213

Status: Paid

Date Paid: 12/31/21

Issue Date: 09/29/21

Total Paid: \$661.75

Tax Information

Name: FISHER JAMES Y II ETAL

Address: 308 JASMINE DR CONWAY SC 29527

Tax Year: 2021

District/Levy: 110 / 181.3

City/Levy: CW / 077.3

Total Appraisal: 117,622

Total Assessed: 4,710

Assessment Ratio:	Land Appraisal:	Building Appraisal:
4%	23,680	93,942

Property Information

Record Type: Real Estate

Map Number: 1361701029

PIN: 36816020005

Acres: .29

Description: LOT 37JASMINE WOODS

Taxes

County Tax: \$853.92

City Tax: \$364.08

Fees: \$0.00

Residential Exemption: \$556.25

Homestead Exemption: \$0.00

Other Exemptions: \$0.00

Local Option Credit: \$0.00

Total Taxes: \$661.75

Horry County ONLINE TAX PAYMENT

Notice #: 167344223

Status: Paid

Date Paid: 12/11/22

Issue Date: 09/30/22

Total Paid: \$687.19

Tax Information

Name: FISHER JAMES Y II ETAL

Address: 308 JASMINE DR CONWAY SC 29527

Tax Year: 2022

District/Levy: 110 / 181.3

City/Levy: CW / 082.7

Total Appraisal: 117,622

Total Assessed: 4,710

Assessment Ratio:	Land Appraisal:	Building Appraisal:
4%	23,680	93,942

Property Information

Record Type: Real Estate

Map Number: 1361701029

PIN: 36816020005
Acres: .29
Description: LOT 37JASMINE WOODS

Taxes

County Tax:	\$853.92
City Tax:	\$389.52
Fees:	\$0.00
Residential Exemption:	\$556.25
Homestead Exemption:	\$0.00
Other Exemptions:	\$0.00
Local Option Credit:	\$0.00
Total Taxes:	\$687.19

Horry County ONLINE TAX PAYMENT

Notice #: 172033233

Status: Paid

Date Paid: 01/04/24

Issue Date: 09/28/23

Total Paid: \$439.61

Tax Information

Name: FISHER JAMES C ETAL

Address: 2528 WILD ROSE DR MYRTLE BEACH SC 29579

Tax Year: 2023

District/Levy: 100 / 216.2

City/Levy: / 0

Total Appraisal: 89,252

Total Assessed: 3,570

Assessment Ratio:	Land Appraisal:	Building Appraisal:
4%	23,404	65,848

Property Information

Record Type: Real Estate

Map Number: 1631801250

PIN: 39913030002
Acres: .21
Description: LOT 86EMERALD FOREST PH IV

Taxes

County Tax:	\$771.83
City Tax:	\$0.00
Fees:	\$89.40
Residential Exemption:	\$421.62
Homestead Exemption:	\$0.00
Other Exemptions:	\$0.00
Local Option Credit:	\$0.00
Total Taxes:	\$439.61

Horry County ONLINE TAX PAYMENT

Notice #: 177879243

Status: Unpaid

Issue Date: 09/30/24

Balance Due: \$467.11

Tax Information

Name: FISHER JAMES C ETAL

Address: 2528 WILD ROSE DR MYRTLE BEACH SC 29579

Tax Year: 2024

District/Levy: 100 / 201.

City/Levy: / 0

Total Appraisal: 102,640

Total Assessed: 4,110

Assessment Ratio: 4% **Land Appraisal:** 26,915 **Building Appraisal:** 75,725

Property Information

Record Type: Real Estate

Map Number: 1631801250

PIN: 39913030002

Acres: .21

Description: LOT 86EMERALD FOREST PH IV

Taxes

County Tax: \$826.11

City Tax: \$0.00

Fees: \$89.40

Residential Exemption: \$448.40

Homestead Exemption: \$0.00

Other Exemptions: \$0.00

Local Option Credit: \$0.00

Total Taxes: \$467.11

Penalty Information

Date: **Amount Due:**

01/15/25 \$481.12

02/03/25 \$513.82

03/17/25 \$537.18

012817155	FISHER JAMES Y II	2015	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	06/24/16	\$1,891.65	View
171401153	FISHER JAMES Y II & STACY C	2015	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	01/05/16	\$592.24	View
169889143	FISHER JAMES Y II & STACY C	2014	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	12/30/14	\$562.79	View
177885243	FISHER JAMES Y II ETAL	2024	JASMINE WOODS LOT 37	36816020005	RealEstate	Unpaid		\$851.53	View
172039233	FISHER JAMES Y II ETAL	2023	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	01/04/24	\$724.87	View
167344223	FISHER JAMES Y II ETAL	2022	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	12/11/22	\$687.19	View
160320213	FISHER JAMES Y II ETAL	2021	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	12/31/21	\$661.75	View
156425203	FISHER JAMES Y II ETAL	2020	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	12/17/20	\$643.86	View
170514193	FISHER JAMES Y II ETAL	2019	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	12/20/19	\$643.86	View
176105183	FISHER JAMES Y II ETAL	2018	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	12/20/18	\$592.24	View
176875173	FISHER JAMES Y II ETAL	2017	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	12/24/17	\$592.24	View
012667165	FISHER JAMES Y II ETAL	2016	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	07/20/17	\$592.24	View

012817155	FISHER JAMES Y II	2015	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	06/24/16	\$1,891.65
171401153	FISHER JAMES Y II & STACY C	2015	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	01/05/16	\$592.24
169889143	FISHER JAMES Y II & STACY C	2014	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	12/30/14	\$562.79
177885243	FISHER JAMES Y II ETAL	2024	JASMINE WOODS LOT 37	36816020005	RealEstate	Unpaid		\$851.53
172039233	FISHER JAMES Y II ETAL	2023	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	01/04/24	\$724.87
167344223	FISHER JAMES Y II ETAL	2022	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	12/11/22	\$687.19
160320213	FISHER JAMES Y II ETAL	2021	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	12/31/21	\$661.75
156425203	FISHER JAMES Y II ETAL	2020	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	12/17/20	\$643.86
170514193	FISHER JAMES Y II ETAL	2019	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	12/20/19	\$643.86

176105183	FISHER JAMES Y II ETAL	2018	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	12/20/18	\$592.24
176875173	FISHER JAMES Y II ETAL	2017	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	12/24/17	\$592.24
012667165	FISHER JAMES Y II ETAL	2016	JASMINE WOODS LOT 37	36816020005	RealEstate	Paid	07/20/17	\$592.24
035904241	FISHER JAMES YOKLEY II	2024	TOYT RT341 2001	*****7335	Vehicle	Paid	07/14/24	\$63.61
033579231	FISHER JAMES YOKLEY II	2023	TOYT RT341 2001	*****7335	Vehicle	Paid	02/02/23	\$123.21

EXHIBIT A-6

<u>Verify Occupancy - Inspection - Ordered 12/12/2017</u>	12/14/2017 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/16/2018</u>	1/19/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/05/2018</u>	3/7/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/11/2018</u>	4/13/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/08/2018</u>	5/9/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/08/2018</u>	6/16/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/10/2018</u>	7/14/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 08/14/2018</u>	8/15/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 09/11/2018</u>	9/26/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 10/09/2018</u>	10/10/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 11/12/2018</u>	11/15/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 12/13/2018</u>	12/16/2018 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/17/2019</u>	1/18/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/13/2019</u>	2/15/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/13/2019</u>	3/15/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/11/2019</u>	4/15/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/14/2019</u>	5/17/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/12/2019</u>	6/14/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/10/2019</u>	7/12/2019 11:00:00 AM	\$25.30

<u>Verify Occupancy - Inspection - Ordered 08/09/2019</u>	8/10/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 09/09/2019</u>	9/14/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 10/11/2019</u>	10/16/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 11/14/2019</u>	11/18/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 12/13/2019</u>	12/17/2019 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/10/2020</u>	1/16/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/10/2020</u>	2/15/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/09/2020</u>	3/11/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/06/2020</u>	4/10/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/05/2020</u>	5/6/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/05/2020</u>	6/11/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/07/2020</u>	7/9/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 08/11/2020</u>	8/13/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 09/09/2020</u>	9/11/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 10/07/2020</u>	10/11/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 11/09/2020</u>	11/10/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 12/07/2020</u>	12/10/2020 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/06/2021</u>	1/8/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/04/2021</u>	2/6/2021 11:00:00 AM	\$25.30

<u>Verify Occupancy - Inspection - Ordered 03/09/2021</u>	3/10/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/06/2021</u>	4/8/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/05/2021</u>	5/6/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/03/2021</u>	6/4/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/08/2021</u>	7/9/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 08/04/2021</u>	8/6/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 09/07/2021</u>	9/8/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 10/05/2021</u>	10/6/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 11/05/2021</u>	11/7/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 12/07/2021</u>	12/8/2021 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/05/2022</u>	1/7/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/09/2022</u>	2/10/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/08/2022</u>	3/10/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/05/2022</u>	4/8/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/06/2022</u>	5/9/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/07/2022</u>	6/7/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/08/2022</u>	7/11/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 08/08/2022</u>	8/10/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 09/08/2022</u>	9/12/2022 11:00:00 AM	\$25.30

9/24/24, 11:20 AM

Spent to Date

<u>Verify Occupancy - Inspection - Ordered 10/11/2022</u>	10/12/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 11/08/2022</u>	11/14/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 12/06/2022</u>	12/14/2022 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 01/05/2023</u>	1/11/2023 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 02/03/2023</u>	2/9/2023 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 03/03/2023</u>	3/10/2023 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 04/06/2023</u>	4/7/2023 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 05/04/2023</u>	5/5/2023 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 06/06/2023</u>	6/8/2023 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 07/07/2023</u>	7/13/2023 11:00:00 AM	\$25.30
<u>Verify Occupancy - Inspection - Ordered 08/04/2023</u>	8/10/2023 11:00:00 AM	\$25.30
Total Amount Invoiced: \$2,087.03		

about:blank

5/5

EXHIBIT B



**United States
Department of
Agriculture**

**Rural Development
Centralized Servicing Center
P.O. Box 66827
St. Louis, MO 63166
(800) 793-8861 (Voice)
(800) 438-1832 (TDD/TTY Hearing Impaired Only) or
(314) 457-4450 (FAX)**

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

JAMES Y FISHER II
217 LONG AVE
CONWAY

SC 29526-3156

██████████ 12000
BCP

SUBJECT: NOTICE OF ACCELERATION OF YOUR MORTGAGE LOAN(S); NOTICE OF INTENT TO FORECLOSE; AND NOTICE OF YOUR OPPORTUNITY TO HAVE A HEARING CONCERNING THIS ACTION.

Dear JAMES Y FISHER II

PLEASE TAKE NOTE that the entire indebtedness due on the promissory note(s) and/or assumption agreement(s) which evidence the loan(s) received by you from the United States of America, acting through the United States Department of Agriculture Rural Housing Program (RHS), formerly Farmers Home Administration, is now declared immediately due and payable. If payment in full is not made, the RHS intends to enforce its real estate mortgage(s) or deed(s) of trust given to secure the indebtedness by foreclosure of its lien(s) on your house.

<u>Account Number(s)</u>	<u>Date of Instruments</u>	<u>Amount</u>
██████████	07/07/98	109100.00

The recent bankruptcy proceeding filed by you has resulted in a discharge of the debt(s) owed by you to RHS so nothing contained in this notice should be construed as an attempt by RHS to collect or enforce the debt(s) as your personal obligation. However, RHS is entitled to collect the debt(s) by way of foreclosure of its lien(s) on your house.

This acceleration of your indebtedness is made in accordance with the authority granted in the above-described instrument(s). The reason(s) for the acceleration of your indebtedness is (are) as follows:

MONETARY DEFAULT

The balance of the account is \$ 98978.63 unpaid principal and
\$ 26095.27 unpaid interest, as of 06/29/16, plus additional interest accruing at the rate
of \$ 18.3043 per day thereafter, plus additional advances to be made by the United States
for the protection of its security, the interest accruing on any such advances, fees, or late charges,
and the amount of subsidy to be recaptured in accordance with the Subsidy Repayment Agreement.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Unless full payment of this indebtedness is received within 30 days from the date of this letter, the United States will take action to foreclose its lien on your house and to pursue any other available remedies. **Payment should be made by cashier's check, certified check, or postal money orders payable to the USDA/RD and mailed to the following address:**

USDA-Rural Development
P.O. Box 790170
St. Louis, MO 63179-0170

If you submit to the United States any payment insufficient to pay the account in full or insufficient to comply with any arrangements agreed to between the RHS and yourself, the payment WILL NOT CANCEL the effect of this notice. If insufficient payments are received and credited to your account, no waiver or prejudice of any rights which the United States may have will result and the RHS may proceed as though no such payments had been made.

YOUR RIGHT TO A DISCUSSION WITH RHS - You have the opportunity to discuss this decision to accelerate your loan(s) with a RHS official or have an administrative appeal hearing before the foreclosure takes place. This is an opportunity to discuss why you believe the United States is in error in accelerating your loan(s) and proceeding with foreclosure. If you desire to have an informal discussion with an RHS official or have any questions concerning this decision or the facts used in making this decision, you should contact this office in writing. The request for an informal discussion must be sent to the undersigned no later than 07/14/16 . Requests which are postmarked by the U. S. Postal Service on or before that date will be considered as timely received. You also have the right to an administrative appeal hearing with a hearing officer instead of, or in addition to, an informal discussion with this office. If you request an informal discussion with an RHS official, and this does not result in a decision in which you concur, you will be given a separate time frame in which to submit your request for an administrative appeal. See the attachment for your appeal rights.)

YOUR RIGHT TO AN ADMINISTRATIVE APPEAL HEARING - If you do not wish to have an informal discussion with an RHS official as outlined above, you may request an administrative appeal with a member of the National Appeals Division Area Supervisor, no later than 30 days after the date on which you received this notice. Requests which are postmarked by the U.S. Postal Service on or before that date will be considered as timely received as requesting an administrative appeal. Please include a copy of this letter with your request.

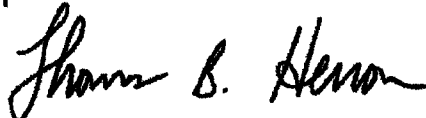
If you fail to comply with the requirement outlined, the United States plans to proceed with foreclosure. You may avoid foreclosure by (1) refinancing your RHS loan(s) with a private or commercial lender or otherwise paying your indebtedness in full; (2) selling the property for its fair market value and applying the proceeds to your loan(s); (3) transferring the loan(s) and property to an eligible or ineligible applicant with RHS approval; or (4) conveying the property to the Government with RHS approval. Please contact our Centralized Servicing Center office at 1-800-793-8861, if you desire to satisfy your loan(s) by one of the above methods.

You cannot be discriminated against in a credit transaction because of your race, color, religion, national origin, sex, marital status, handicap, or age (if you have the legal capacity to enter into a contract). You cannot be denied a loan because all or a part of your income is from a public assistance program. If you believe you have been discriminated against for any of these reasons, you should write to the Secretary of Agriculture, Washington, D.C. 20250.

You cannot be discriminated against in a credit transaction because you in good faith exercised your rights under the Consumer Credit Protection Act. The Federal Agency responsible for seeing this law is obeyed is the Federal Trade Commission, Washington, D.C. 20580.

For questions regarding your account, please call Default Management toll free at 1-800-793-8861 or 1-800-438-1832 (TDD/TTY Hearing Impaired Only), 7:00 a.m. to 5:00 p.m., Monday through Friday, Central Time. Please refer to your Account number when you write or call us. Thank you.

UNITED STATES OF AMERICA
BY



Thomas B Herron
Director, Default Management Branch
Rural Development
United States Department of Agriculture

Date: 06/29/16
Attachment
CC: State Office

This letter was mailed certified and regular mail on 06/29/16 .

APPEALS RIGHTS ATTACHMENT

If you believe the decision described in the attached letter or the facts used in this case are in error, you may pursue any or all of the following three options.

OPTION 1 - Reconsideration

If you have questions concerning this decision or the facts used in making it and desire further explanation, you may write this office to request reconsideration. There is no cost for reconsideration. This written request must be received no later than 15 calendar days from the date of the attached letter. You must present any new information, evidence and/or possible alternatives along with your request. You may skip this informal process and select one of the following two options. If you do, you will automatically waive your right to reconsideration.

OPTION 2 - Mediation

You have the right to request mediation or other forms of alternative dispute resolution (ADR) of the issues in this decision. *You may have to pay for the cost of mediation.* If you request mediation or ADR, and resources are available, Rural Development will participate in the mediation or ADR process. To request mediation or ADR, you must write the Rural Development State Director (see reverse side). The written notice must be postmarked by you no later than 30 calendar days from the date of this letter. Mediation and ADR do not take the place of, or limit your rights to, an appeal to the National Appeals Division (NAD); however, a NAD appeal hearing would take place after mediation. You may skip mediation and request an appeal hearing. However, in doing so, you will automatically waive your rights to mediation and reconsideration.

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The appeal hearing will generally be held within 45 days of the receipt of your request.

You or your representative or counsel may contact this office anytime during regular office hours in the 10 days following the receipt of your request for a hearing to obtain copies of relevant, non-confidential material on your account. Your representative or counsel should have your written authorization to represent you and review your account records.

You may request a teleconference hearing or a personal meeting with a Hearing Officer. You may have a representative or counsel with you at these hearings and may present your own witnesses. At any time before the scheduled hearing you may also request that the Hearing Officer make a decision without a hearing. If you do, the Hearing Officer's decision will be based on the Rural Development file, any written statements or evidence you may provide and any additional information the Hearing Officer deems necessary.

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.nrcr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-6892 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

To request reconsideration, send a written request to:

UNITED STATES DEPARTMENT OF AGRICULTURE
CENTRALIZED SERVICING CENTER
DEFAULT MANAGEMENT BRANCH, FC 214
4300 GOODFELLOW BLVD, BLDG 105
ST. LOUIS, MO 63120

To request mediation, send a written request to the state office address below, with a copy to the address above.

SOUTH CAROLINA STATE OFFICE
USDA - Rural Development
Strom Thurmond Federal Building
1835 Assembly Street, Room 1007
Columbia, SC 29201

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U. S. DEPARTMENT OF AGRICULTURE
National Appeals Division
Southern Regional Office
Post Office Box 1508
Cordova, Tennessee 38068
1-800-352-5377



**United States
Department of
Agriculture**

Rural Development
Centralized Servicing Center
P.O. Box 66827
St. Louis, MO 63166
(800) 793-8861 (Voice)
(800) 438-1832 (TDD/TTY Hearing Impaired Only) or
(314) 457-4450 (FAX)

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

STACY C CONTRIS
217 LONG AVE
CONWAY

SC 29526-3156

██████████ 12000
BCP

SUBJECT: NOTICE OF ACCELERATION OF YOUR MORTGAGE LOAN(S); NOTICE OF INTENT TO FORECLOSE; AND NOTICE OF YOUR OPPORTUNITY TO HAVE A HEARING CONCERNING THIS ACTION.

Dear STACY C CONTRIS

PLEASE TAKE NOTE that the entire indebtedness due on the promissory note(s) and/or assumption agreement(s) which evidence the loan(s) received by you from the United States of America, acting through the United States Department of Agriculture Rural Housing Program (RHS), formerly Farmers Home Administration, is now declared immediately due and payable. If payment in full is not made, the RHS intends to enforce its real estate mortgage(s) or deed(s) of trust given to secure the indebtedness by foreclosure of its lien(s) on your house.

<u>Account Number(s)</u>	<u>Date of Instruments</u>	<u>Amount</u>
██████████	07/07/98	109100.00

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for the protection of its security, the interest accruing on any such advances, fees, or late charges,
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USDA-Rural Development
P.O. Box 790170
St. Louis, MO 63179-0170

If you submit to the United States any payment insufficient to pay the account in full or insufficient to comply with any arrangements agreed to between the RHS and yourself, the payment **WILL NOT CANCEL** the effect of this notice. If insufficient payments are received and credited to your account, no waiver or prejudice of any rights which the United States may have will result and the RHS may proceed as though no such payments had been made.

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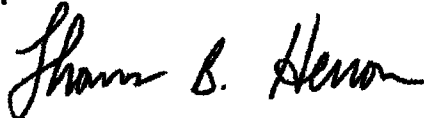
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UNITED STATES OF AMERICA
BY



Thomas B Herron
Director, Default Management Branch
Rural Development
United States Department of Agriculture

Date: 06/29/16
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RETURN RECEIPT REQUESTED**

**JAMES Y FISHER II
217 LONG AVE
CONWAY**

SC 29526-3156

[REDACTED] 12000

BCP

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[REDACTED]	07/07/98	109100.00

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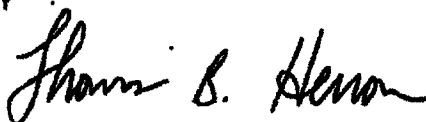
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UNITED STATES OF AMERICA

BY



Thomas B Herron
Director, Default Management Branch
Rural Development
United States Department of Agriculture

Date: 06/29/16

Attachment

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You may request an appeal hearing by the National Appeals Division (NAD) rather than reconsideration or mediation. There is no cost for an appeal. A request for an appeal must be postmarked within 30 days from the date on which you received this letter. You must write the Assistant Director of the NAD (see reverse side).

The appeal hearing will generally be held within 45 days of the receipt of your request.

You or your representative or counsel may contact this office anytime during regular office hours in the 10 days following the receipt of your request for a hearing to obtain copies of relevant, non-confidential material on your account. Your representative or counsel should have your written authorization to represent you and review your account records.

You may request a teleconference hearing or a personal meeting with a Hearing Officer. You may have a representative or counsel with you at these hearings and may present your own witnesses. At any time before the scheduled hearing you may also request that the Hearing Officer make a decision without a hearing. If you do, the Hearing Officer's decision will be based on the Rural Development file, any written statements or evidence you may provide and any additional information the Hearing Officer deems necessary.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9892 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

To request reconsideration, send a written request to:

UNITED STATES DEPARTMENT OF AGRICULTURE
CENTRALIZED SERVICING CENTER
DEFAULT MANAGEMENT BRANCH, FC 214
4300 GOODFELLOW BLVD, BLDG 105
ST. LOUIS, MO 63120

To request mediation, send a written request to the state office address below, with a copy to the address above.

SOUTH CAROLINA STATE OFFICE
USDA - Rural Development
Strom Thurmond Federal Building
1835 Assembly Street, Room 1007
Columbia, SC 29201

To request an appeal, send a written request with a copy of the decision letter to the address below:

U. S. DEPARTMENT OF AGRICULTURE
National Appeals Division
Southern Regional Office
Post Office Box 1508
Cordova, Tennessee 38088
1-800-552-5377



**United States
Department of
Agriculture**

**Rural Development
Centralized Servicing Center
P.O. Box 68827
St. Louis, MO 63166
(800) 793-8861 (Voice)
(800) 438-1832 (TDD/TTY Hearing Impaired Only) or
(314) 457-4450 (FAX)**

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

STACY C CONTRIS
217 LONG AVE
CONWAY

SC 29526-3156

██████████ 12000
BCP

SUBJECT: NOTICE OF ACCELERATION OF YOUR MORTGAGE LOAN(S); NOTICE OF INTENT TO FORECLOSE; AND NOTICE OF YOUR OPPORTUNITY TO HAVE A HEARING CONCERNING THIS ACTION.

Dear STACY C CONTRIS

PLEASE TAKE NOTE that the entire indebtedness due on the promissory note(s) and/or assumption agreement(s) which evidence the loan(s) received by you from the United States of America, acting through the United States Department of Agriculture Rural Housing Program (RHS), formerly Farmers Home Administration, is now declared immediately due and payable. If payment in full is not made, the RHS intends to enforce its real estate mortgage(s) or deed(s) of trust given to secure the indebtedness by foreclosure of its lien(s) on your house.

<u>Account Number(s)</u>	<u>Date of Instruments</u>	<u>Amount</u>
██████████	07/07/98	109100.00

The recent bankruptcy proceeding filed by you has resulted in a discharge of the debt(s) owed by you to RHS so nothing contained in this notice should be construed as an attempt by RHS to collect or enforce the debt(s) as your personal obligation. However, RHS is entitled to collect the debt(s) by way of foreclosure of its lien(s) on your house.

This acceleration of your indebtedness is made in accordance with the authority granted in the above-described instrument(s). The reason(s) for the acceleration of your indebtedness is (are) as follows:

MONETARY DEFAULT

The balance of the account is \$ 98978.63 unpaid principal and
\$ 26095.27 unpaid interest, as of 06/29/16 , plus additional interest accruing at the rate
of \$ 18.3043 per day thereafter, plus additional advances to be made by the United States
for the protection of its security, the interest accruing on any such advances, fees, or late charges,
and the amount of subsidy to be recaptured in accordance with the Subsidy Repayment Agreement.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.nrcr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9922 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Unless full payment of this indebtedness is received within 30 days from the date of this letter, the United States will take action to foreclose its lien on your house and to pursue any other available remedies. **Payment should be made by cashier's check, certified check, or postal money orders payable to the USDA/RD and mailed to the following address:**

USDA-Rural Development
P.O. Box 790170
St. Louis, MO 63179-0170

If you submit to the United States any payment insufficient to pay the account in full or insufficient to comply with any arrangements agreed to between the RHS and yourself, the payment WILL NOT CANCEL the effect of this notice. If insufficient payments are received and credited to your account, no waiver or prejudice of any rights which the United States may have will result and the RHS may proceed as though no such payments had been made.

YOUR RIGHT TO A DISCUSSION WITH RHS - You have the opportunity to discuss this decision to accelerate your loan(s) with a RHS official or have an administrative appeal hearing before the foreclosure takes place. This is an opportunity to discuss why you believe the United States is in error in accelerating your loan(s) and proceeding with foreclosure. If you desire to have an informal discussion with an RHS official or have any questions concerning this decision or the facts used in making this decision, you should contact this office in writing. The request for an informal discussion must be sent to the undersigned no later than 07/14/16. Requests which are postmarked by the U. S. Postal Service on or before that date will be considered as timely received. You also have the right to an administrative appeal hearing with a hearing officer instead of, or in addition to, an informal discussion with this office. If you request an informal discussion with an RHS official, and this does not result in a decision in which you concur, you will be given a separate time frame in which to submit your request for an administrative appeal. (See the attachment for your appeal rights.)

YOUR RIGHT TO AN ADMINISTRATIVE APPEAL HEARING - If you do not wish to have an informal discussion with an RHS official as outlined above, you may request an administrative appeal with a member of the National Appeals Division Area Supervisor, no later than 30 days after the date on which you received this notice. Requests which are postmarked by the U.S. Postal Service on or before that date will be considered as timely received as requesting an administrative appeal. Please include a copy of this letter with your request.

If you fail to comply with the requirement outlined, the United States plans to proceed with foreclosure. You may avoid foreclosure by (1) refinancing your RHS loan(s) with a private or commercial lender or otherwise paying your indebtedness in full; (2) selling the property for its fair market value and applying the proceeds to your loan(s); (3) transferring the loan(s) and property to an eligible or ineligible applicant with RHS approval; or (4) conveying the property to the Government with RHS approval. Please contact our Centralized Servicing Center office at 1-800-793-8861, if you desire to satisfy your loan(s) by one of the above methods.

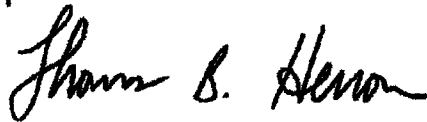
You cannot be discriminated against in a credit transaction because of your race, color, religion, national origin, sex, marital status, handicap, or age (if you have the legal capacity to enter into a contract). You cannot be denied a loan because all or a part of your income is from a public assistance program. If you believe you have been discriminated against for any of these reasons, you should write to the Secretary of Agriculture, Washington, D.C. 20250.

You cannot be discriminated against in a credit transaction because you in good faith exercised your rights under the Consumer Credit Protection Act. The Federal Agency responsible for seeing this law is obeyed is the Federal Trade Commission, Washington, D.C. 20580.

For questions regarding your account, please call Default Management toll free at 1-800-793-8861 or 1-800-438-1832 (TDD/TTY Hearing Impaired Only), 7:00 a.m. to 5:00 p.m., Monday through Friday, Central Time. Please refer to your Account number when you write or call us. Thank you.

UNITED STATES OF AMERICA

BY



Thomas B Herron
Director, Default Management Branch
Rural Development
United States Department of Agriculture

Date: 06/29/16

Attachment

CC: State Office

This letter was mailed certified and regular mail on 06/29/16 .

APPEALS RIGHTS ATTACHMENT

If you believe the decision described in the attached letter or the facts used in this case are in error, you may pursue any or all of the following three options.

OPTION 1 - Reconsideration

If you have questions concerning this decision or the facts used in making it and desire further explanation, you may write this office to request reconsideration. There is no cost for reconsideration. This written request must be received no later than 15 calendar days from the date of the attached letter. You must present any new information, evidence and/or possible alternatives along with your request. You may skip this informal process and select one of the following two options. If you do, you will automatically waive your right to reconsideration.

OPTION 2 - Mediation

You have the right to request mediation or other forms of alternative dispute resolution (ADR) of the issues in this decision. *You may have to pay for the cost of mediation.* If you request mediation or ADR, and resources are available, Rural Development will participate in the mediation or ADR process. To request mediation or ADR, you must write the Rural Development State Director (see reverse side). The written notice must be postmarked by you no later than 30 calendar days from the date of this letter. Mediation and ADR do not take the place of, or limit your rights to, an appeal to the National Appeals Division (NAD); however, a NAD appeal hearing would take place after mediation. You may skip mediation and request an appeal hearing. However, in doing so, you will automatically waive your rights to mediation and reconsideration.

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CENTRALIZED SERVICING CENTER
DEFAULT MANAGEMENT BRANCH, FC 214
4300 GOODFELLOW BLVD, BLDG 105
ST. LOUIS, MO 63120

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SOUTH CAROLINA STATE OFFICE
USDA - Rural Development
Strom Thurmond Federal Building
1835 Assembly Street, Room 1007
Columbia, SC 29201

To request an appeal, send a written request with a copy of the decision letter to the address below:

U. S. DEPARTMENT OF AGRICULTURE
National Appeals Division
Southern Regional Office
Post Office Box 1508
Cordova, Tennessee 38088
1-800-552-5377

EXHIBIT C



Horry County Fifteenth Judicial Circuit Public Index



Horry County Home Page [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)









Switch View

James Yokley Fisher II VS Stacy Contris Fisher

Case Number:	2014CP2603513	Court Agency:	Common Pleas	Filed Date:	05/23/2014
Case Type:	Common Pleas	Case Sub Type:	Judgment/Divorce	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:	Norton, Ronald R.		
Disposition:	Judgment	Disposition Date:	05/23/2014	Disposition Judge:	Clerk Of Court C P, G S, And Family Court
Original Source Doc:		Original Case #:			
Judgment Number:	2014CP2603513	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Click the  icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
 Cannon, Heather Michelle	1421 Third Avenue Conway SC 29526				Plaintiff Attorney		05/29/2014
 Fisher, James Yokley II					Plaintiff		05/29/2014
 Fisher, James Yokley II					Plaintiff		05/29/2014
 Cannon, Heather Michelle	1421 Third Avenue Conway SC 29526				Plaintiff Attorney		05/29/2014
 Fisher, Stacy Contris					Defendant		05/29/2014
 Thomas, John C.	107 Lewis St. Conway SC 29526				Defendant Attorney		05/29/2014
 Thomas, John C.	107 Lewis St. Conway SC 29526				Defendant Attorney		05/29/2014
 Fisher, Stacy Contris					Defendant		05/29/2014

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
JAMES YOKLEY FISHER, II,)
PLAINTIFF,)
VS.)
STACY CONTRIS FISHER,)
DEFENDANT.)

IN THE FAMILY COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT
CASE NO.: 2013-DR-26-2508

**FINAL ORDER AND
DECREE OF DIVORCE
(Ending Action)**

FILED
HORRY COUNTY
MELANIE HUGGINS-WARD
CLERK OF COURT
2014 MAY 23 AM 11:43

DATE OF HEARING: MAY 5, 2014
TRIAL JUDGE: RONALD R. NORTON
PLAINTIFF'S ATTORNEY: HEATHER M. CANNON
DEFENDANT'S ATTORNEY: JOHN C. THOMAS
COURT REPORTER: HENRY YOUNG

This matter came before me for purposes of a Final Hearing on the issue of the approval of a Custody and Property Settlement Agreement, a divorce based on the grounds of adultery and name change. Present at the time of the hearing were the Plaintiff and Defendant and their legal counsel. This is an action which was commenced by the Plaintiff with the filing of a Summons and Complaint on October 9, 2013. The Defendant was served with the Summons and Complaint as is evidenced by the Affidavit of Service filed with the Court. This Court has jurisdiction and venue is appropriate herein. Prior to the hearing the Court inquired of the parties whether or not there was any possibility that they could reconcile, or if there was anything that the Court could do to assist the parties in bringing about a reconciliation. Both parties responded in the negative. Finding there to be no possibility of reconciliation, the hearing continued.

On April 16, 2014, the parties entered into a Custody and property Settlement Agreement. The agreement of the parties was handed up for the Court to review, and is attached hereto and incorporated by reference herein. After reviewing the Agreement, the Court inquired of both parties whether or not it contained a full and complete recital of their Final Agreement; whether they entered into it freely and voluntarily without any threat or coercion from the other party or their legal counsel, whether it represented what they felt to be a reasonable compromise and whether they felt it to be in the best interest of their minor children. Both parties' responded in the affirmative to each of these questions.

The Court inquired of each party whether or not they had made full financial disclosure to the other in the course of negotiating their Agreement, were satisfied with the financial information provided by the other, had been given the opportunity to seek the advice of experts if they so desired, and had adequate time to speak with their legal counsel or seek the advice of legal counsel if they so desired. Both parties' responded to the affirmative to these questions. They were specifically questioned as to whether or not they were satisfied with the services provided by their legal counsel. They both responded in the affirmative.

The Court next inquired of each party whether or not they were under the influence of any alcohol, drugs, or other mind altering substances at the time the Agreement was negotiated, entered into, or at the present time. Both parties' responded in the negative to this question.

The Court advised the parties that they had a right to a trial on any or all the issues which they had reached an Agreement on, and by virtue of entering into an Agreement

they were effectively waiving their right to a trial. The Court further advised the parties that once their Agreement was approved, it would be merged into and made the Final Order of the Court, and would therefore be enforceable through the Court's contempt powers. The contempt powers of the Court were explained to each party. Understanding all of this, the Court inquired of each party whether or not they wished for the Court to approve their Agreement and make it the Final Order of this Court. Each party responded in the affirmative.

The Court next advised the parties that once their Agreement was approved and made the Order of this Court, it would be a final disposition as to all issues involving equitable distribution of property. Understanding this, each party was asked if it was still their intent and desire for the Court to approve their Agreement and make it the Final Order of this Court. Both parties' responded in the affirmative.

Finding the Agreement of the parties to be entered into freely and voluntarily with each party having the assistance of legal counsel, the Court heard testimony from the Defendant regarding her name change, the Plaintiff, and a corroborating witness pertaining to the parties' desire for a divorce based on the grounds of adultery.

The Defendant testified that she wished to resume the use of her maiden name "Contris" and that she was not doing so to do avoid creditors, escape criminal liability or avoid bankruptcy. She testified that she was changing her name as a matter of preference.

The Plaintiff testified that the parties were citizens and residents of Horry County, South Carolina, and had been so for more than a year prior to the commencement of this action. They are husband and wife and were lawfully united in marriage on or about

Page 3 of 6

James Yokley Fisher, II vs. Stacy Contris Fisher
Final Order and Decree for Divorce (Ending Action)
Case No.: 2013-DR-26-2508

August 1, 1992, in South Carolina. The parties last resided together as husband and wife within Horry County, South Carolina. Out of the parties' marriage, two (2) children were born, namely Kaytlin Avi Fisher (DOB: 11/17/1993) and James Yokley Fisher, III (DOB: 12/01/1998). All of the other children of the parties both through adoption and from other marriages are emancipated. No other children are expected. The parties physically separated as the result of certain irreconcilable differences and as a result of the Defendants extra marital affair on or about July 26, 2014. They have continued to live separate and apart without any cohabitation since that time and the Plaintiff has not forgiven the Defendant for the adultery. He testified that the Defendant had had more than one affair during the course of their marriage and the when he found out about her ongoing affair this past summer they separated. The Plaintiff sought this Court's Order granting the parties a divorce based on the grounds of adultery.

The Court next heard testimony from a corroborating witness on behalf of the Plaintiff. The witness testified that he was a private investigator and that he had been hired by the Plaintiff to help him prove that his wife was having an affair. The witness testified that in June of last year he was watching the Defendant's paramour's house around 5:30 a.m. and he saw the Defendant's car parked in the yard. He testified that around 8:30 a.m. he witnessed the Defendant and her paramour come out of the house and embrace and kiss one another.

Based upon the evidence and testimony presented, the Court hereby makes the following Findings of Fact and Conclusion of Law:

1. The Plaintiff is a citizen and resident of Horry County and the Defendant is a citizen and resident of Georgetown County, South Carolina. They last

Page 4 of 6

James Yokley Fisher, II vs. Stacy Contris Fisher
Final Order and Decree for Divorce (Ending Action)
Case No.: 2013-DR-26-2508

resided in Horry County as husband and wife and venue is appropriate herein;

2. The parties separated as a result of certain irreconcilable differences and adultery on or about July 26, 2014 and have continued to live separate and apart since that time without cohabitation;

3. Out of the parties' marriage two (2) children were born namely, [REDACTED]

[REDACTED] All of the other children of the

parties both through adoption and from other marriages are emancipated.

No other children are expected.

4. This Court has jurisdiction over both the individuals and subject matter to this action, and further, venue is appropriate herein;

5. The parties have reached a full and complete Agreement as to all issues other than the issue of divorce, and their Agreement has been reduced to a written Custody and Property Settlement Agreement it is attached hereto and incorporated by reference herein;

6. The Agreement of the parties is fair and reasonable, was entered into voluntarily with each having had either the assistance of legal counsel or the opportunity to seek such assistance. Both parties' have expressed their desire to have the Agreement approved and merged into the Final Order of this Court, and the Court finds that this is appropriate;

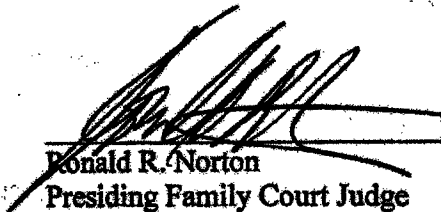
7. The Defendant shall have the right to resume the use of her maiden name "Contris".

8. The Plaintiff has carried his burden of proof with respect to the issue of divorce, and is entitled to this Court's Order granting him a divorce, a *vinculo matrimonii*, upon the statutory ground of adultery;

NOW THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Defendant shall have the right to resume the use of her maiden name "Contris" and the Plaintiff is granted a divorce, a *vinculo matrimonii*, of and from the Defendant herein upon the statutory ground of adultery;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the written Custody and Property Settlement Agreement of the parties, a copy of which is attached hereto and incorporated by reference herein, is hereby approved, merged into, and made the Final Order of this Court;

AND IT IS SO ORDERED.


Donald R. Norton
Presiding Family Court Judge
Fifteenth Judicial Circuit

May 22 2014
Conway, South Carolina

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

JAMES YOKLEY FISHER, II)

Plaintiff,)

vs.)

STACY CONTRIS FISHER,)

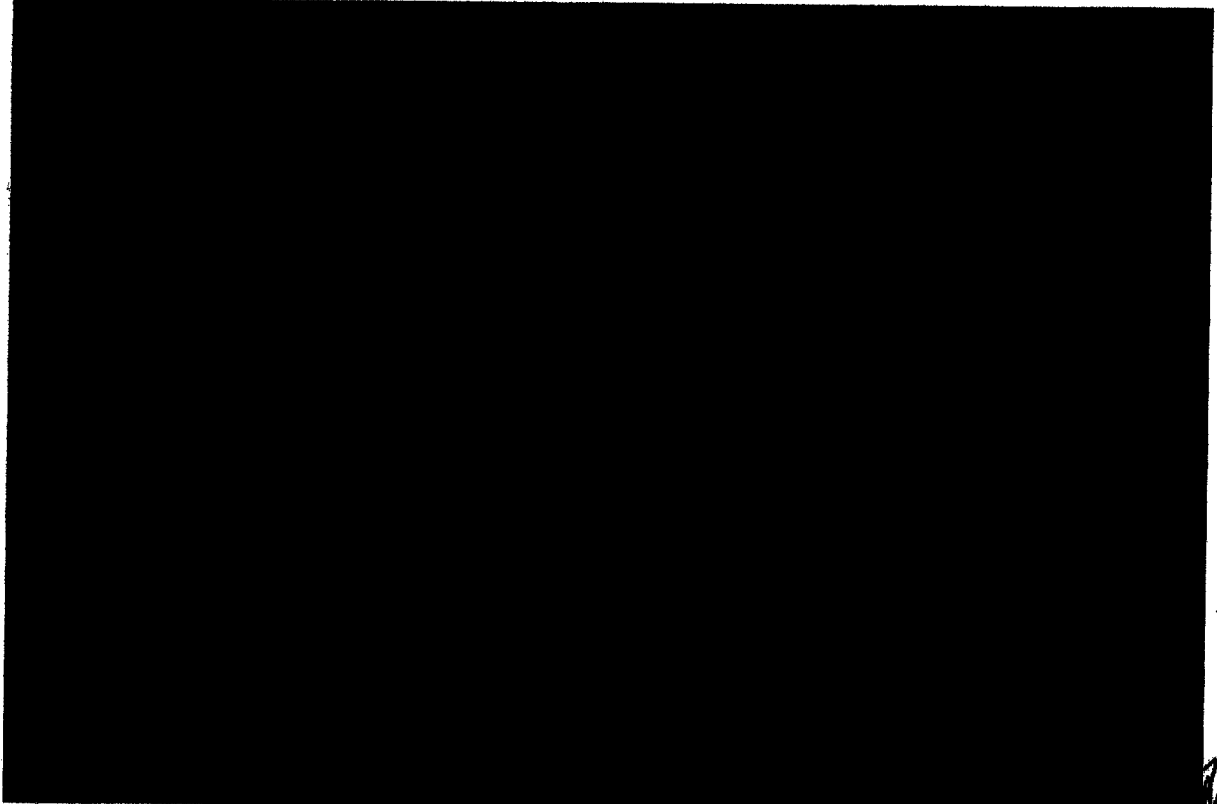
Defendant.)

IN THE FAMILY COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT
CASE NO.: 2013-DR-26-2508

FILED
HORRY COUNTY
2014 MAY 27 PM 4:32
MELANIE HIGGINS-WARD
CLERK COURT

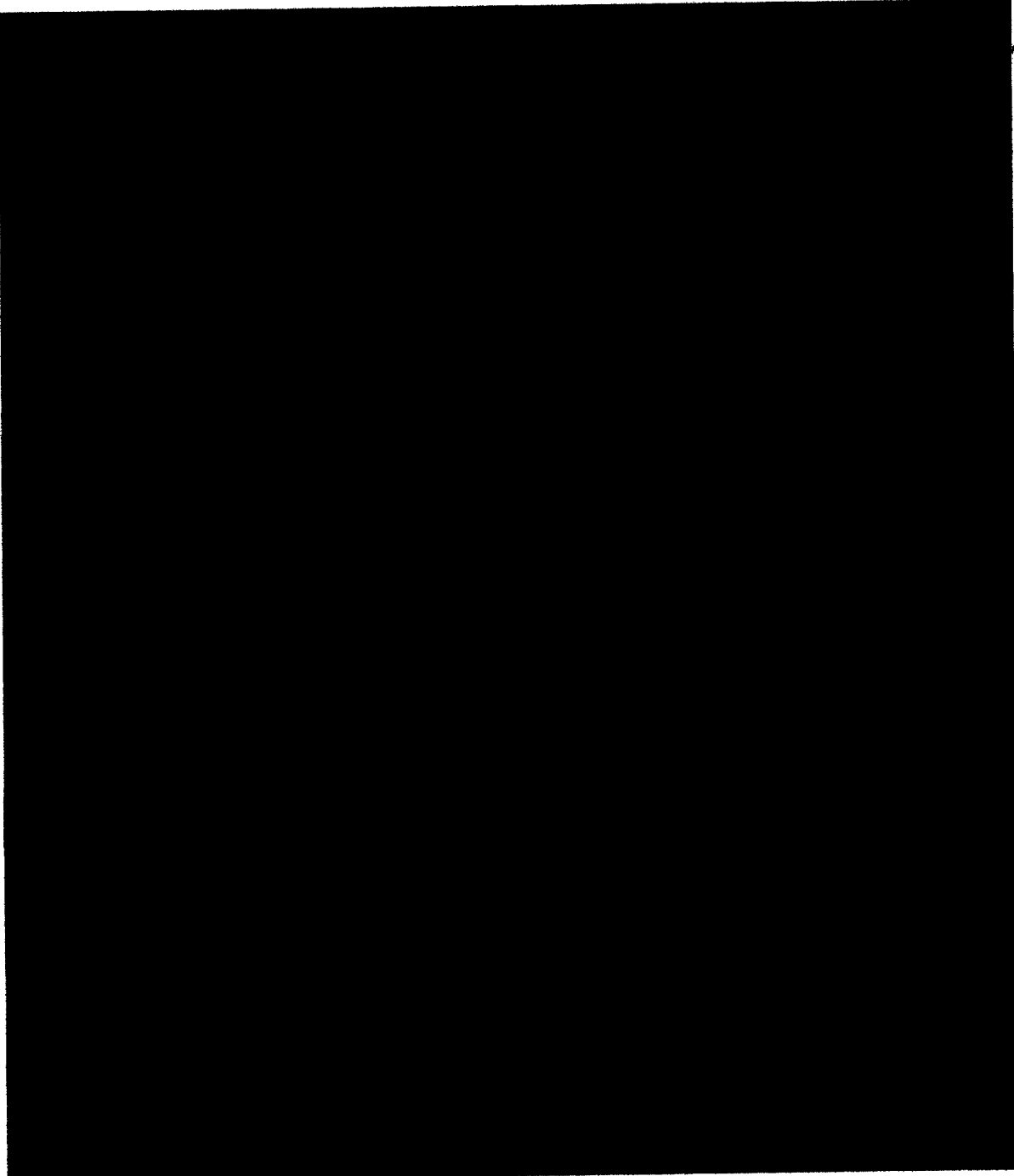
**CUSTODY AND PROPERTY
SETTLEMENT AGREEMENT**

THIS AGREEMENT is made between **JAMES YOKLEY FISHER, II**
hereinafter referred to as **HUSBAND/FATHER**, and **STACY CONTRIS FISHER**,
hereinafter referred to as **WIFE/MOTHER**.



[Handwritten signature]
YF

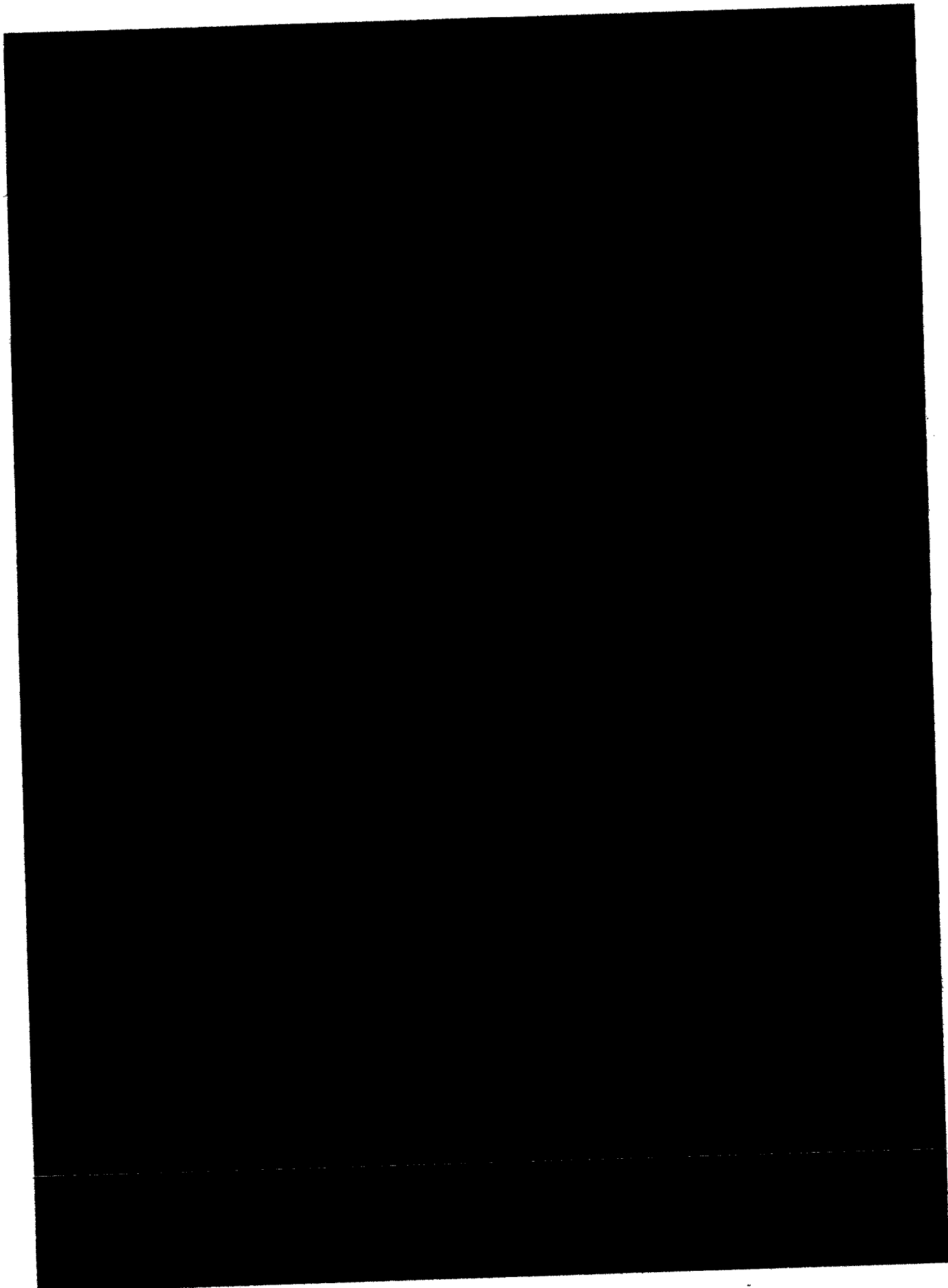
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SCF

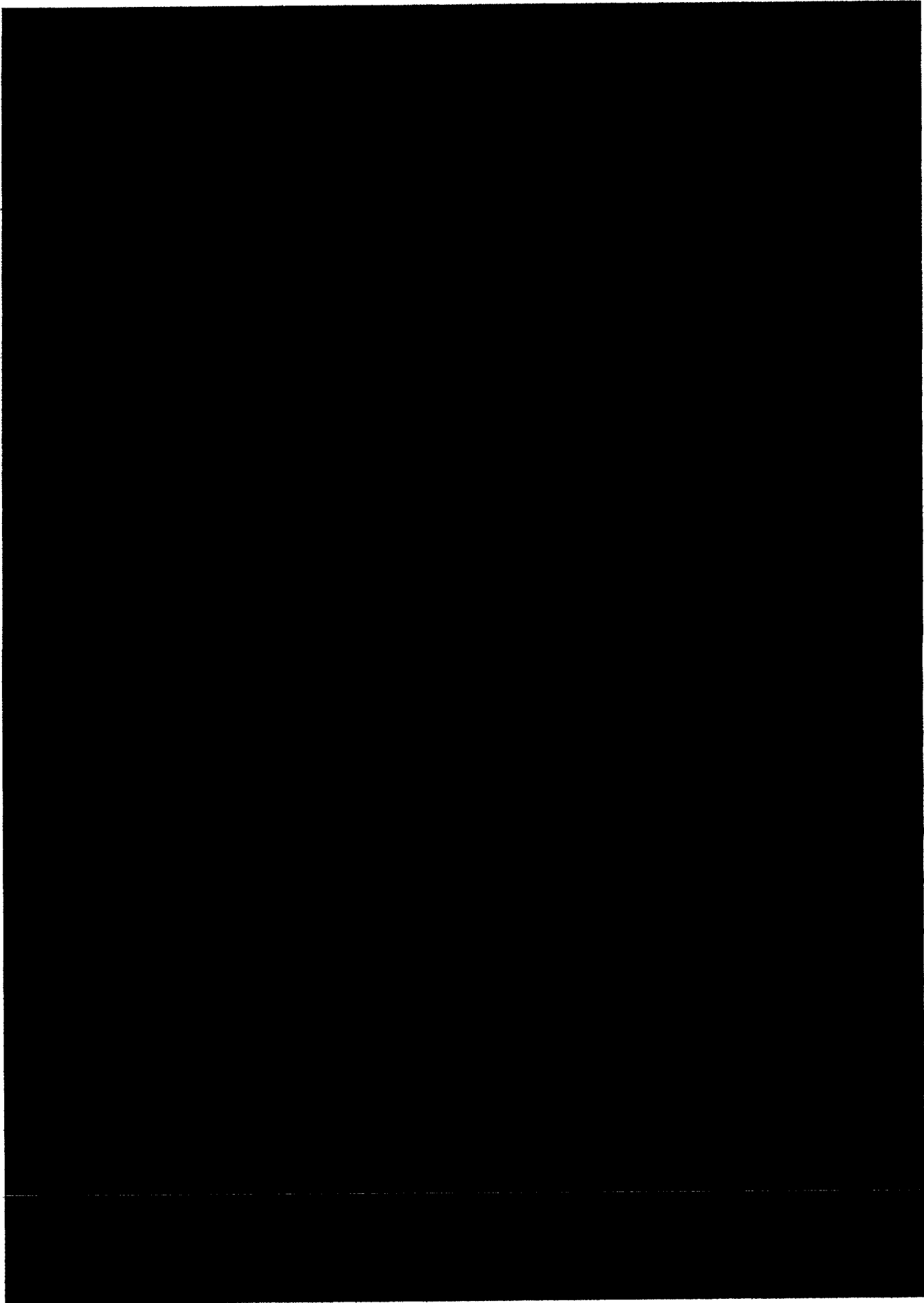


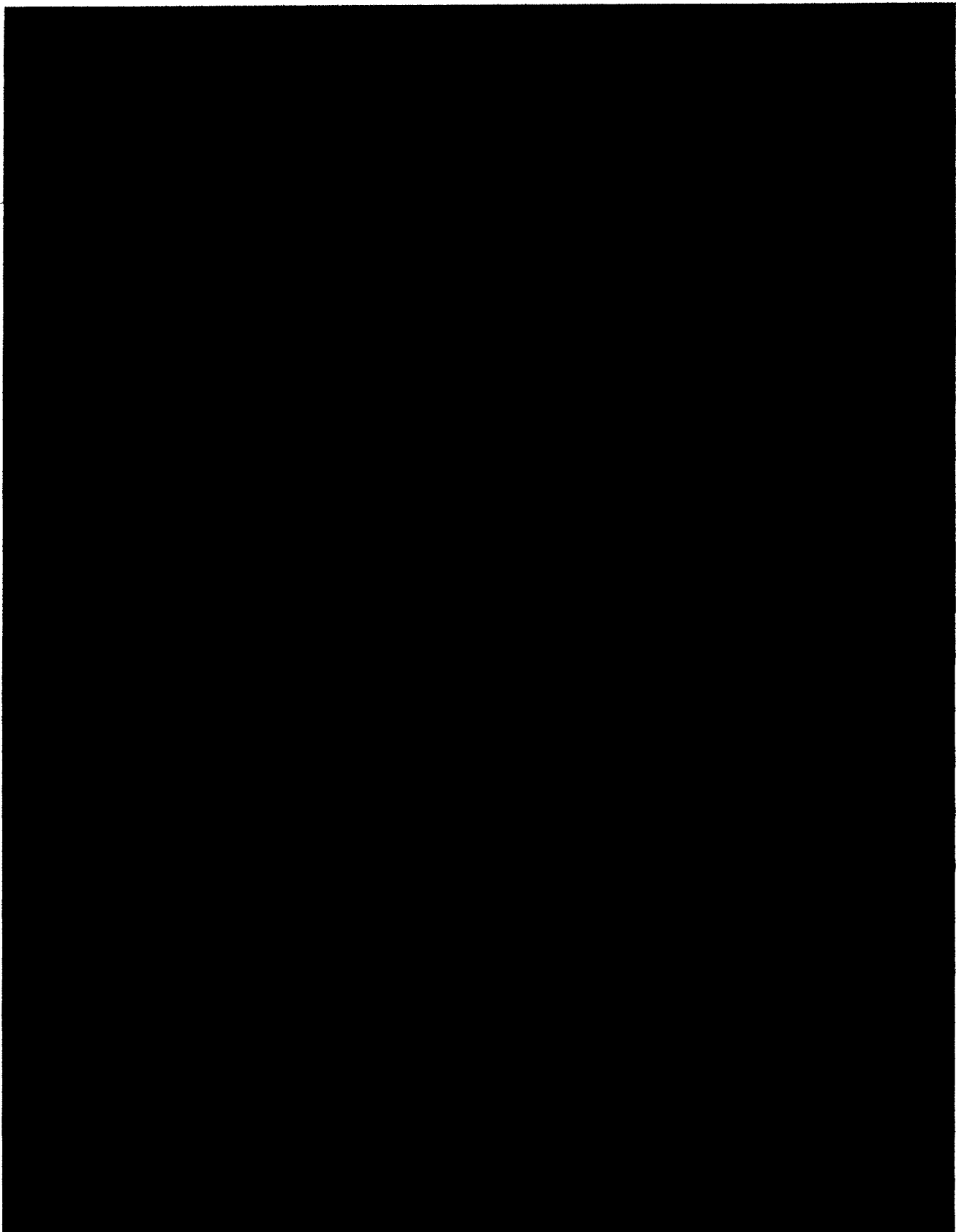
NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties covenant and agree as follows:


JYF


SCF





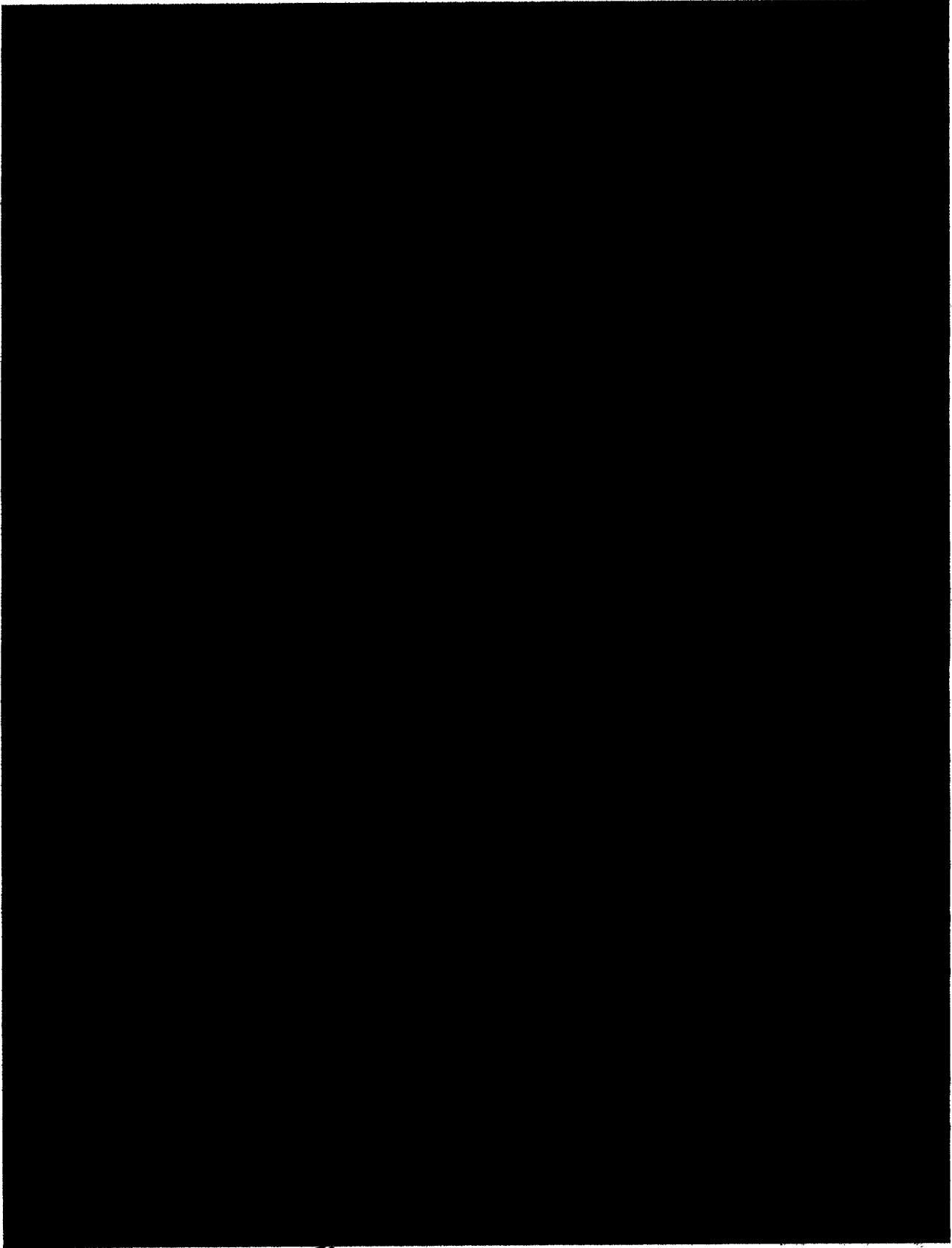


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YF


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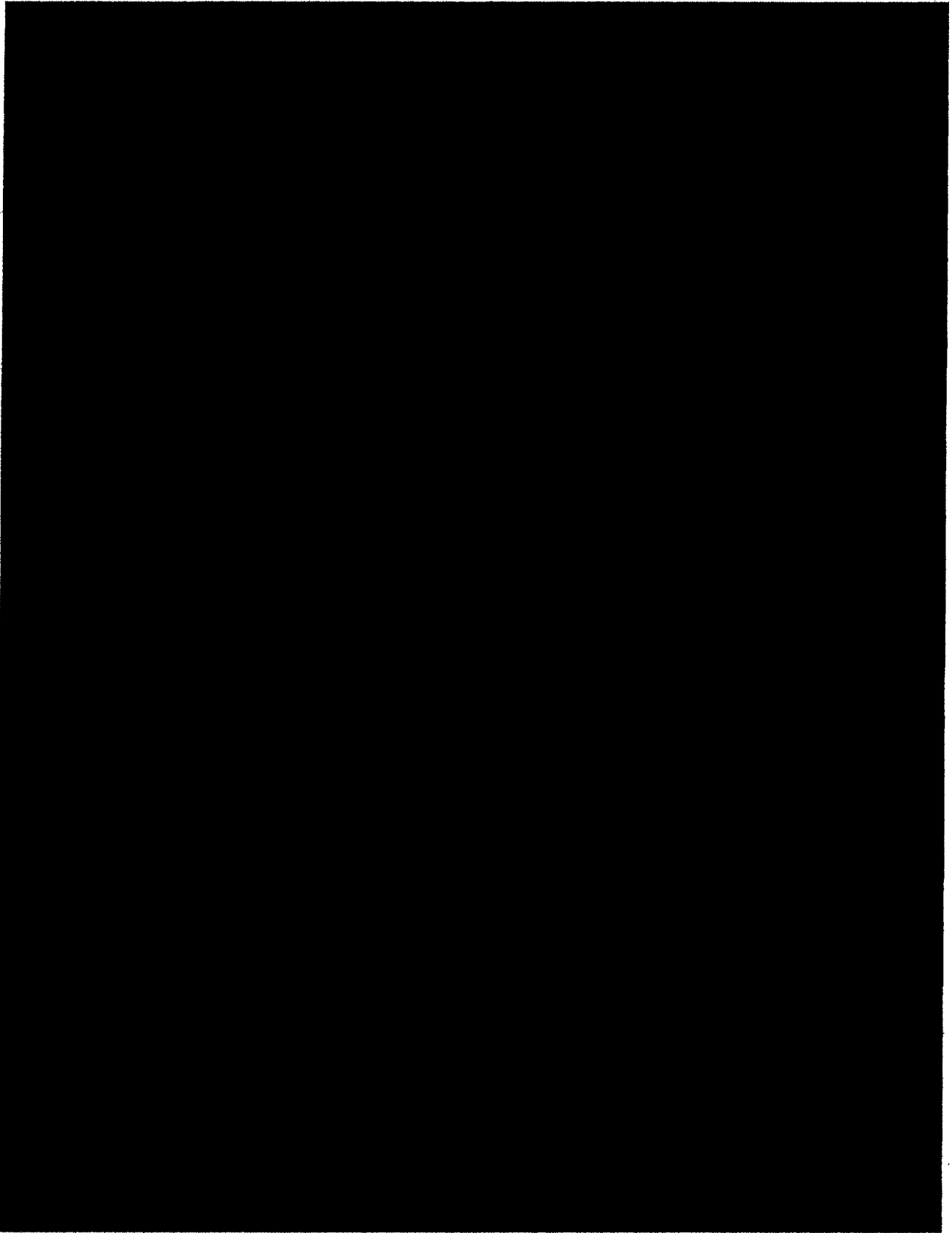
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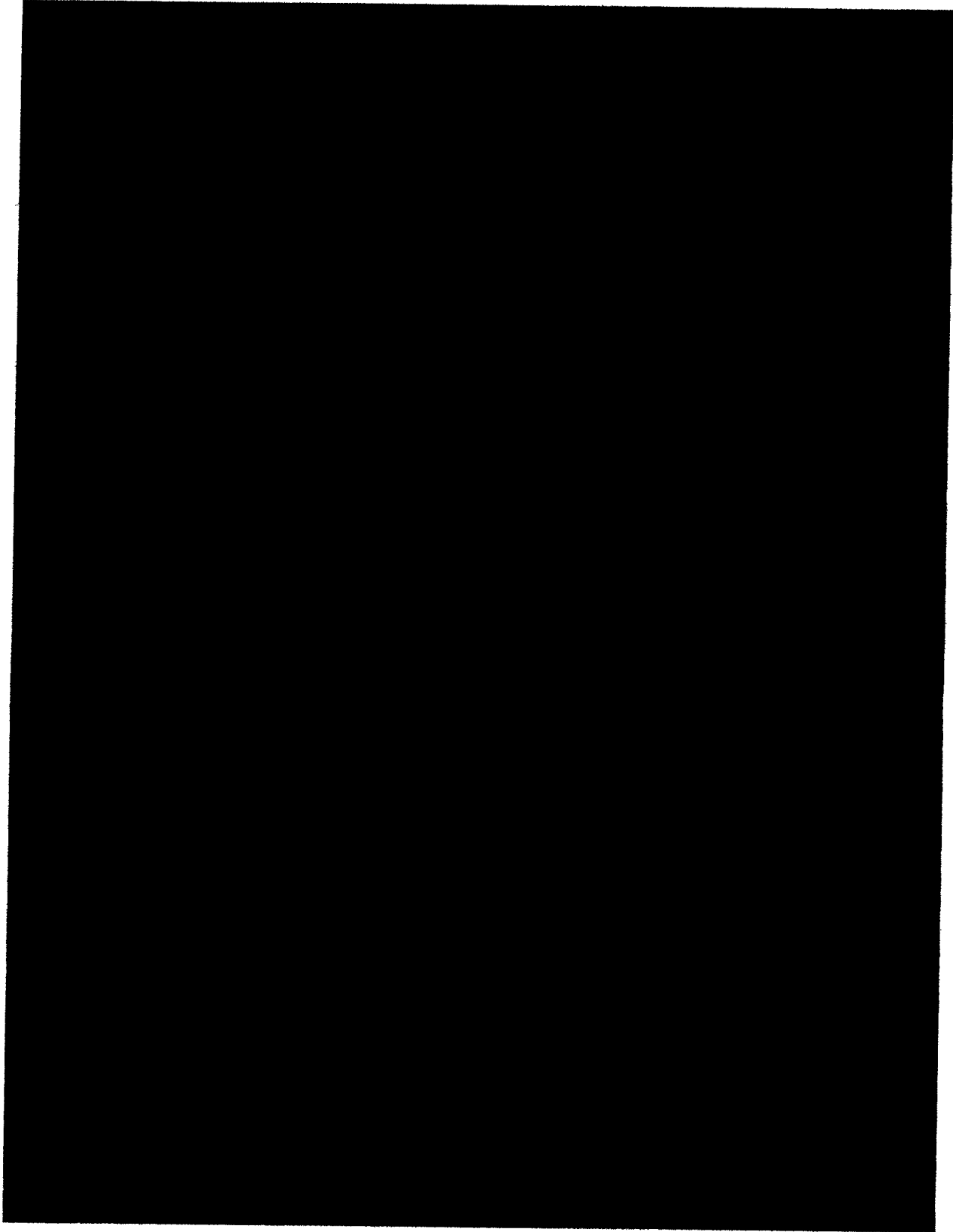

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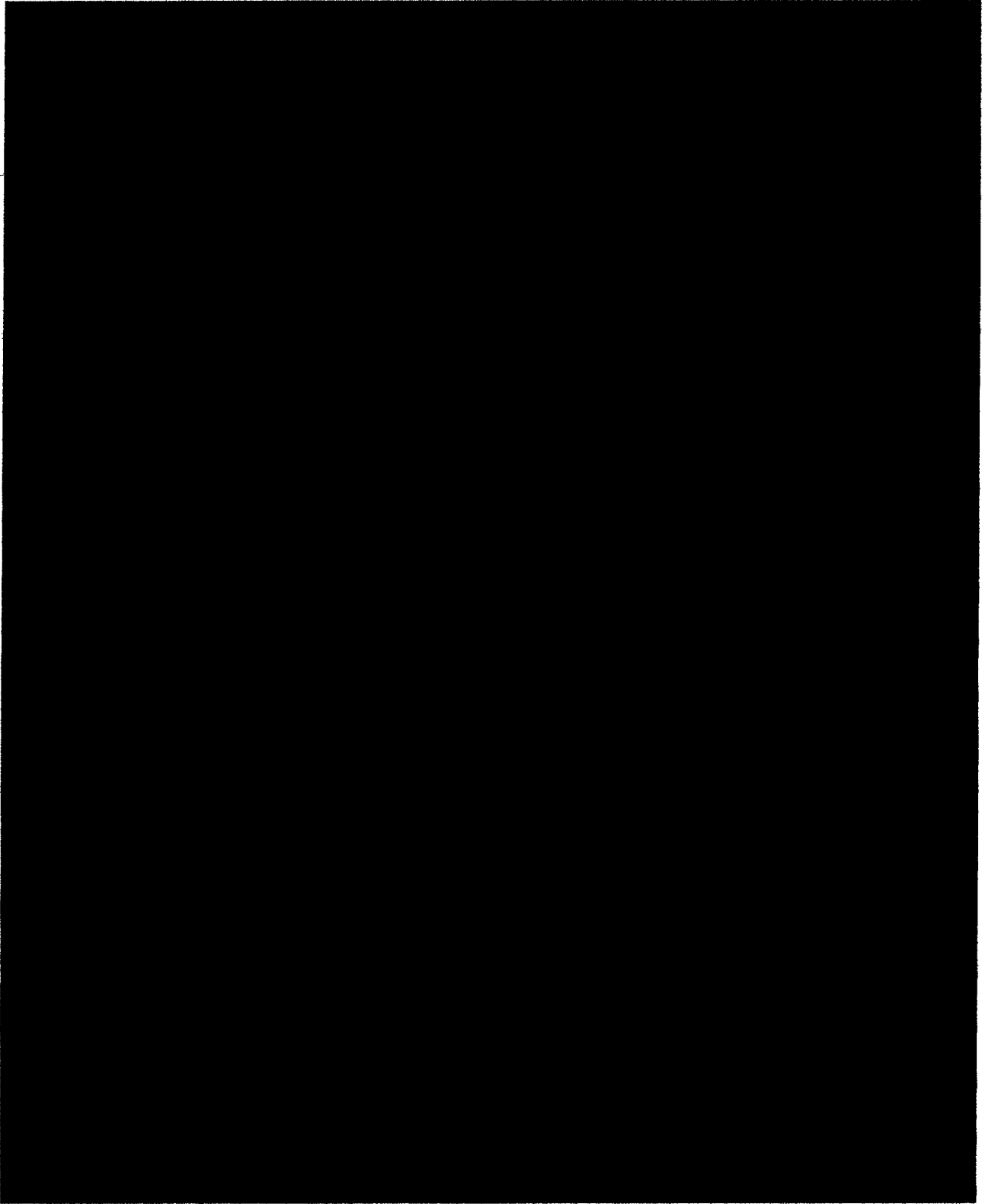

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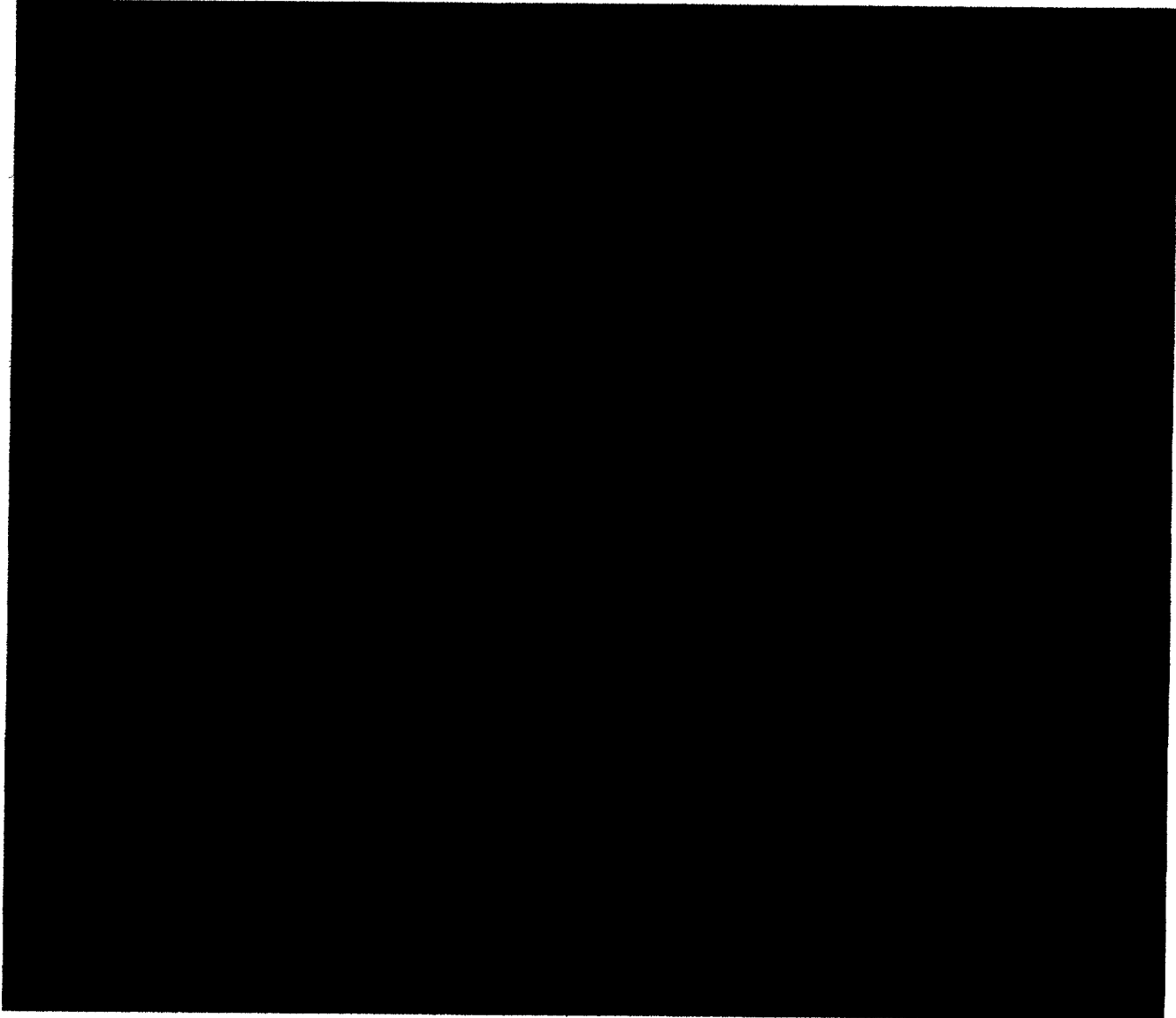

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JYF

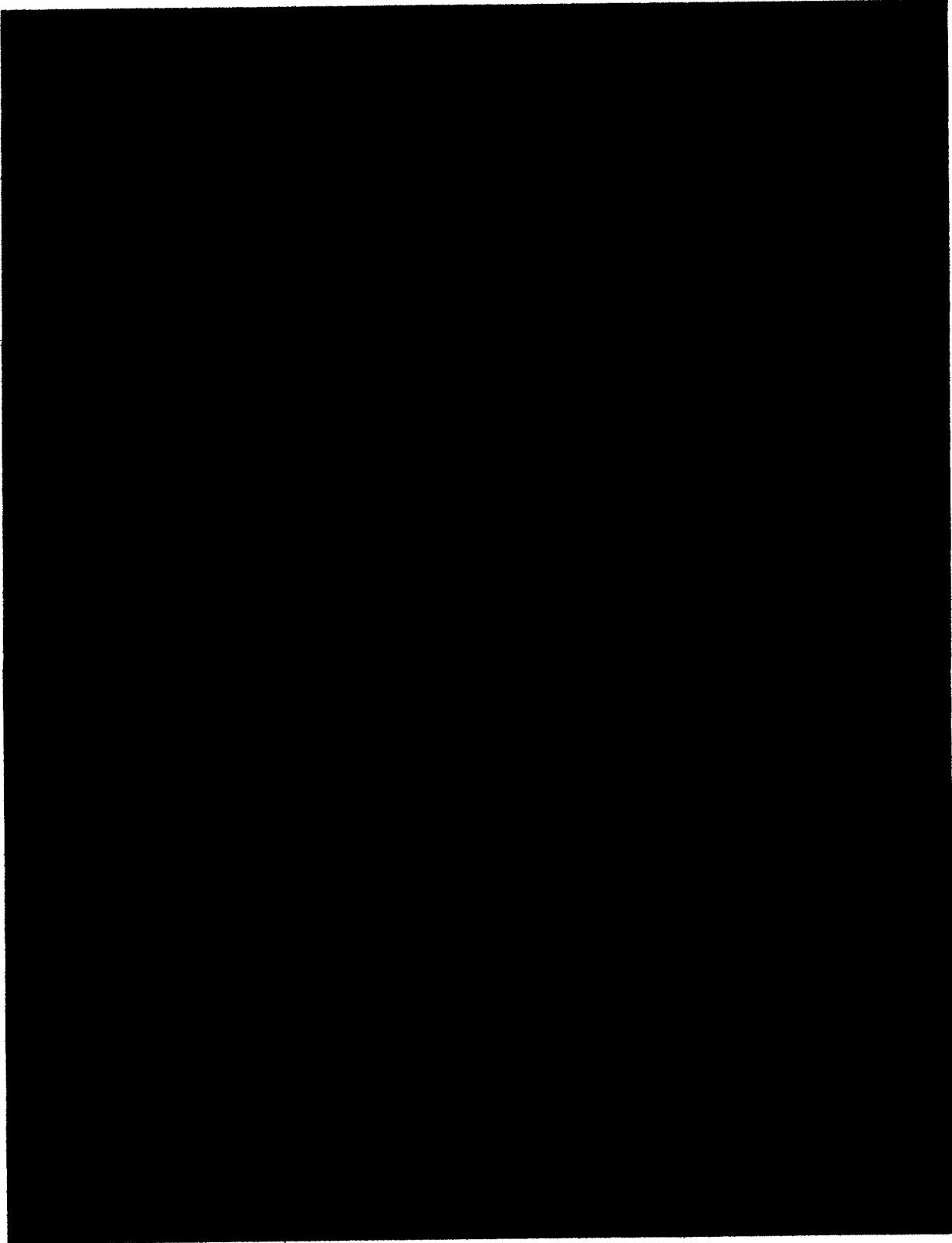
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SCF



8. **REAL PROPERTY:** The parties own real property located at 308 Jasmine Drive, Conway, South Carolina 29526. The house is currently listed for sale with McAlpine Associates, Inc. They agree that neither party is responsible for any deficiency judgment against the marital home. The HUSBAND is currently in possession of the marital home and he will remain in the home until it sells should he so desire. The parties agree that the home is in danger of foreclosure and they have not made mortgage payments in well over a year. They agree that neither party has the

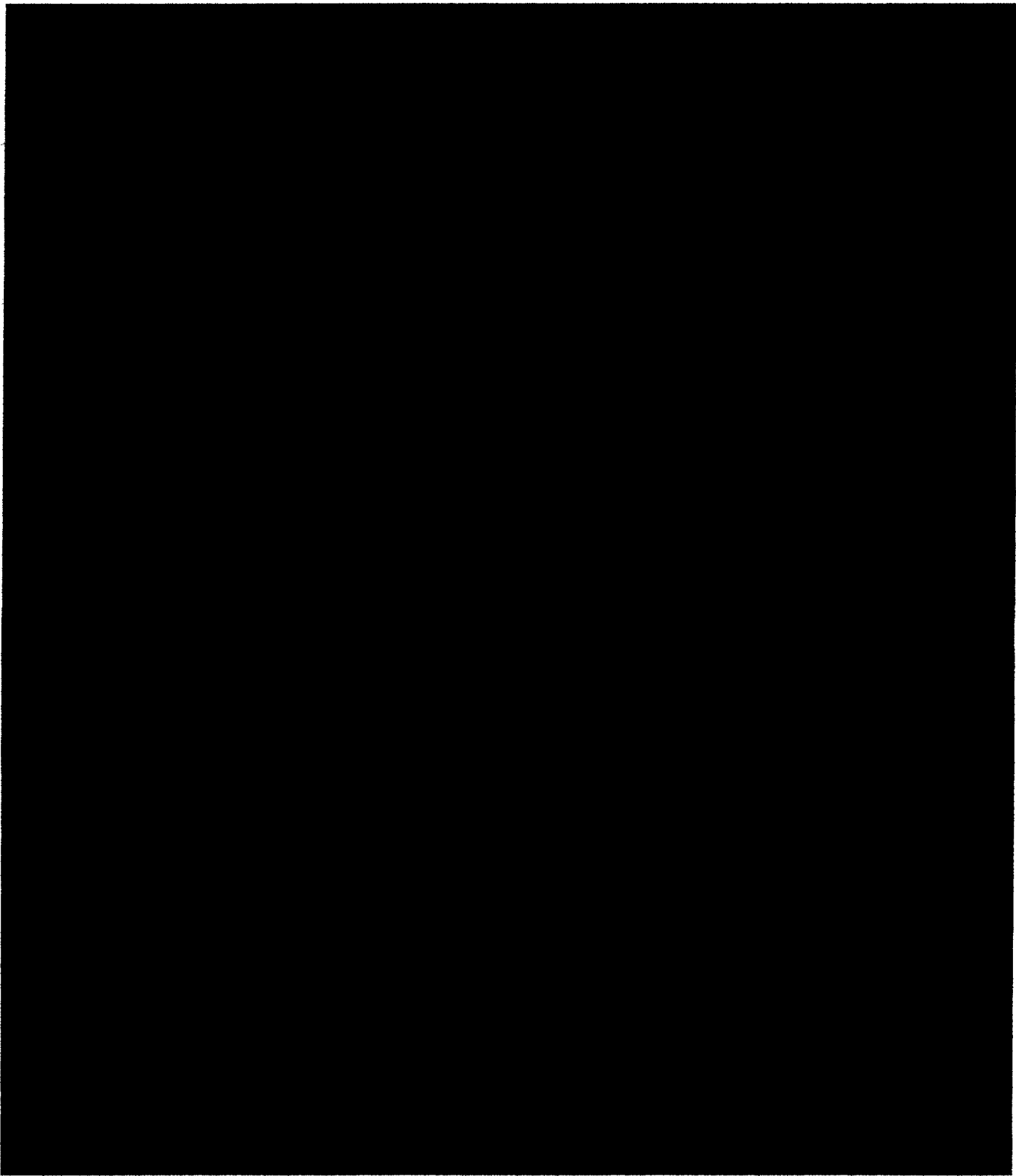

JYP


SCF



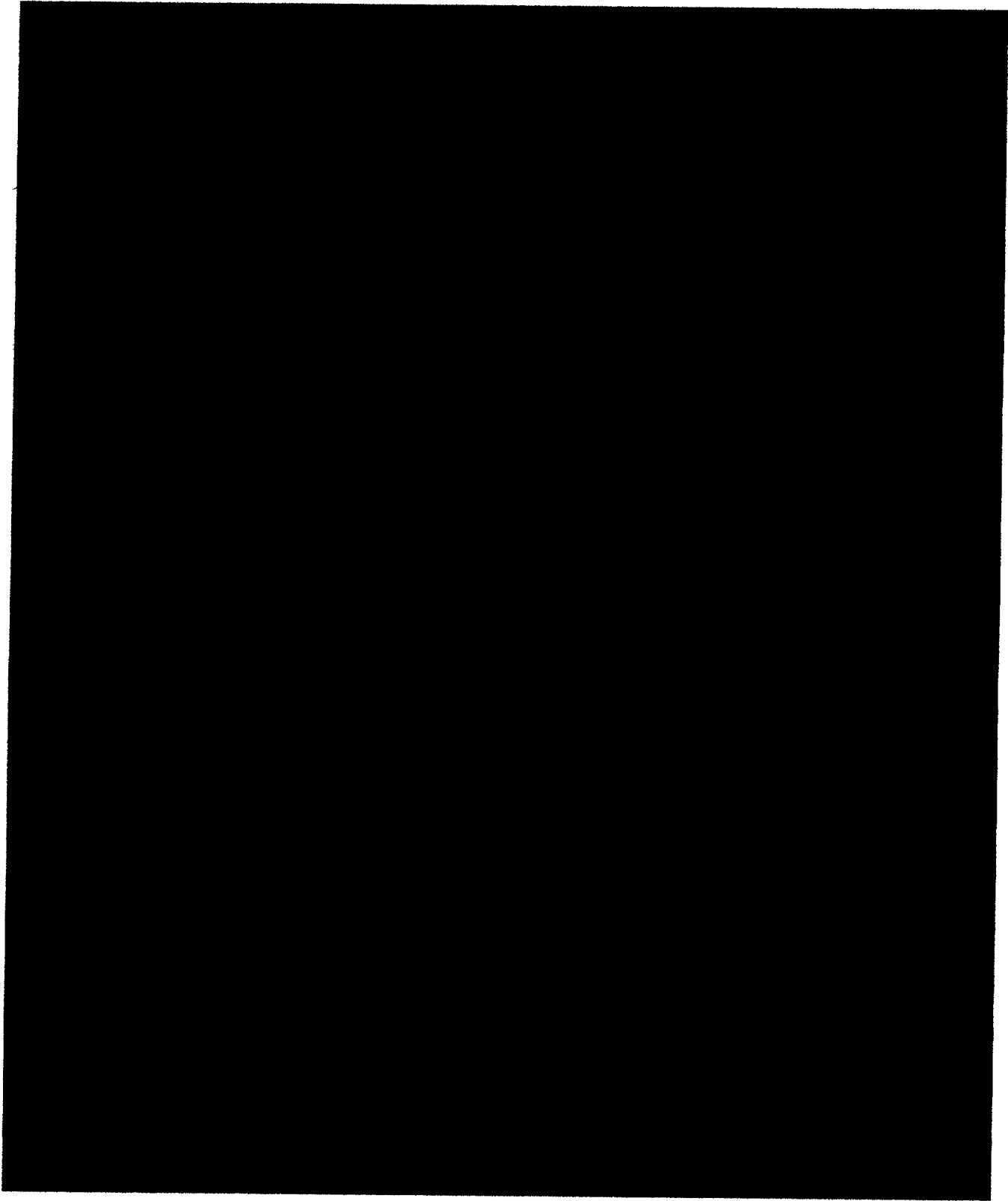

YF


SCF



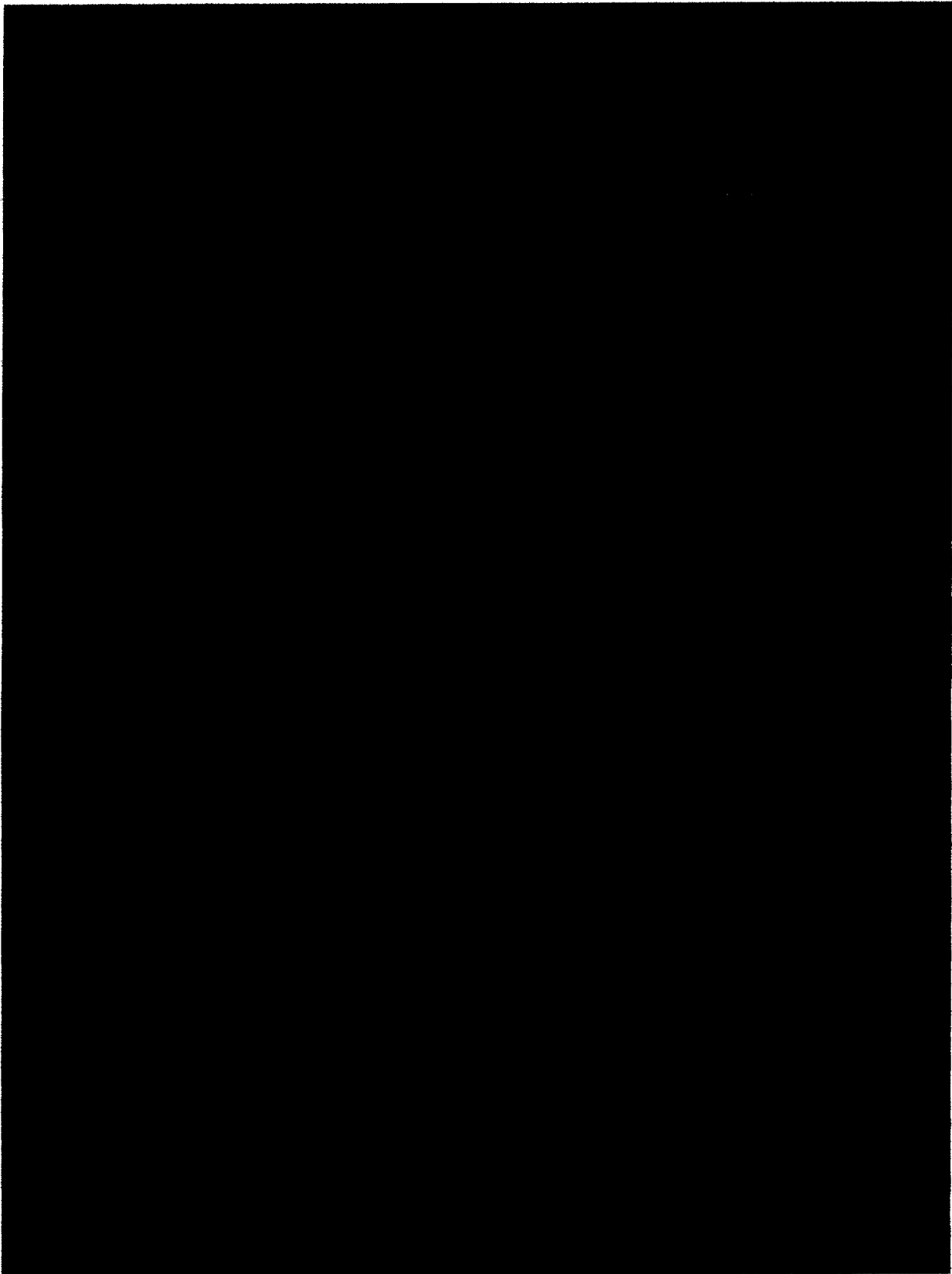

JYF


SCF



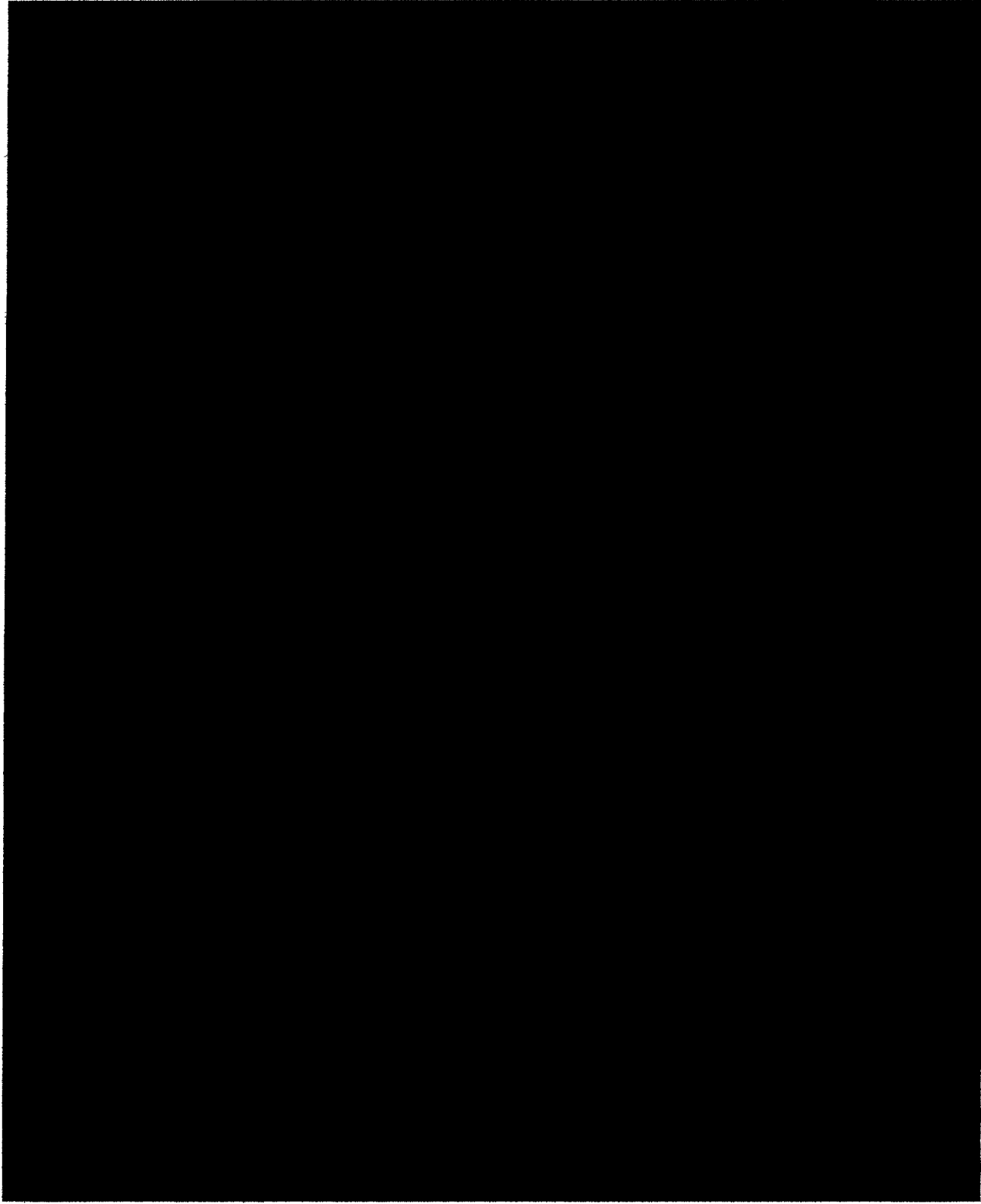

JYF


SCF




JYF


SCF



WITNESSES:


JYF


SCF

John C. Gyle
John C. Thomas
Dana C. Faircloth

James Yokley Fisher, II
JAMES YOKLEY FISHER, II
Date: 4-17-14

Stacy Contris Fisher
STACY CONTRIS FISHER
Date: 4/16/14

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

PERSONALLY APPEARED before me, the undersigned witness, and made the oath that (s) he saw the within-named, JAMES YOKLEY FISHER, II, sign, seal, and as his act and deed, deliver the within Marital Settlement Agreement and that the other witness was a witness along with h _____.

[Signature]
Witness

SWORN to before me this the
17th day of April, 2014.
John C. Gyle
Notary Public for South Carolina
My Commission Expires: 07-01-2023

[Signature] JYF
[Signature] SCF

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF Horry

PERSONALLY APPEARED before me, the undersigned witness, and made the oath that (s)he was the within named STACY CONNORS FISHER, sign, seal, and as her act and deed, deliver the within Marital Settlement Agreement and that the other witness was a witness along with (s)he.



WITNESS to before me this the
16th day of April, 2014.


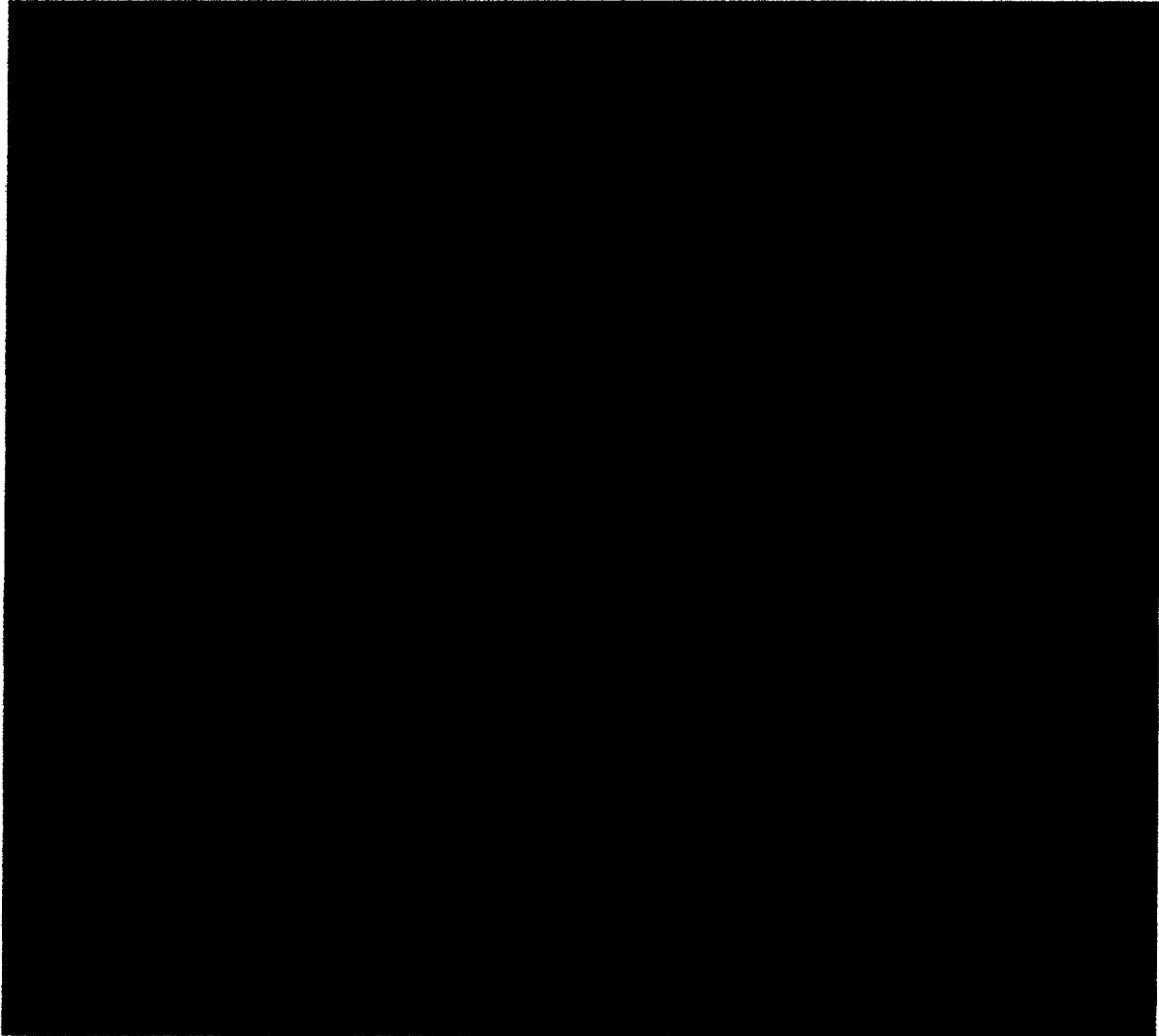

Notary Public for South Carolina
My Commission Expires:



Exhibit A

Items already received by WIFE:

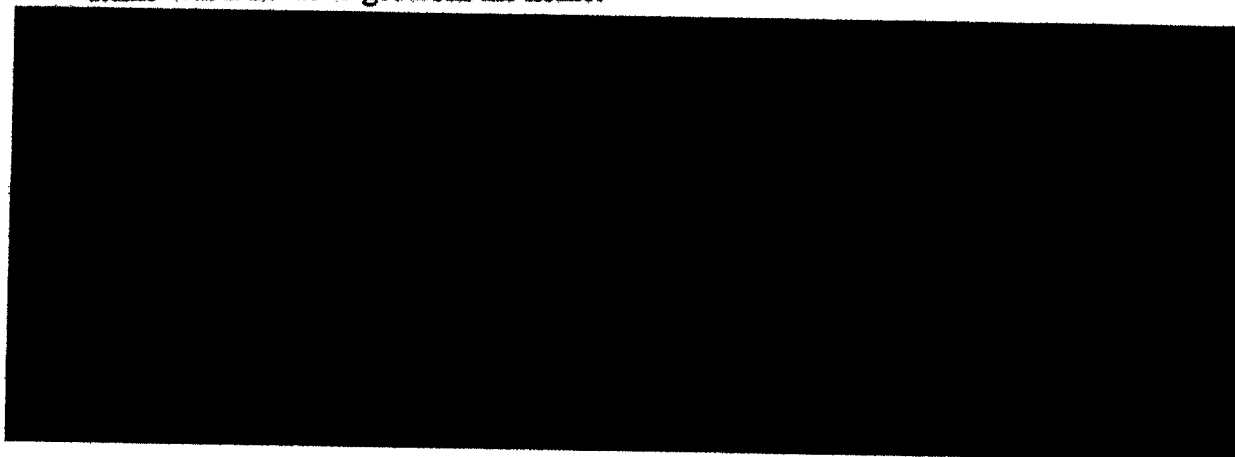



JYF


SCF

Exhibit B

Items WIFE needs to get from the home:




JYF


SCF

EXHIBIT D

DISPLAY/NOTES & MESSAGES

650 11/07/2024 4:43:38 PM ET PFSP317

ACCOUNT NUMBER [REDACTED] M/P/A/S P Warn 5 Lock 0 Stop Cds 000
 JAMES Y FISHER II (w) 0 (h) [REDACTED]
 STACY C CONTRIS (w) 0 (h) [REDACTED]
 308 JASMINE DRIVE Inv 98201 FY 98 COHORT 201
 Loan Type 1 CONVENTION Subtype 0
 CONWAY SC 29526 * Contract 0

Advanced History Display

Tr Dt	Tell	Area	Tr	Cntl	Message
11/07/24					

08/09/23	01942	COL21	NT		Pb sttd tht he wl contact his realtor and get the ball rolling to sell the prpty...he wl frwd the contract, 3p auth and sttlemnt stmt to p/o dept. i gy him the payoff email addrss...lh
08/09/23	01942	COL21	NT		Cld pb at 10:12p, sttd tht he got a cert ltr f/attny Harrell & Martin this is a bpa...lh
08/08/23	04720	PAY11	CIT		096 DONE 08/08/23 BY TLR 04720 TSK TYP 603-STATEMENT OF LO
08/08/23	04720	PAY11	NT		solb emailed to brrwr. DG

Message: DISPLAY COMPLETE

OK

MORE...

DISPLAY/NOTES & MESSAGES

650 11/07/2024 4:43:16 PM ET PFSP317

ACCOUNT NUMBER [REDACTED] M/P/A/S P Warn 5 Lock 0 Stop Cds 000
 JAMES Y FISHER II (w) 0 (h) [REDACTED]
 STACY C CONTRIS (w) 0 (h) 0
 308 JASMINE DRIVE Inv 98201 FY 98 COHORT 201
 Loan Type 1 CONVENTION Subtype 0
 CONWAY SC 29526 * Contract 0

Advanced History Display

Tr Dt	Tell	Area	Tr	Cntl	Message
-------	------	------	----	------	---------

11/07/24

08/14/23	08192	COL21	NT		ayw/fcl
08/14/23	08192	COL21	NT		Received short sale offer from Jim Fisher II - [REDACTED] ayw/fcl
08/14/23	01942	COL21	NT		Rcvd email f/pb that he has a contract on the prpty..lh
08/10/23	01942	COL21	NT		Rcvd email f/pb that he has the prpty listed for sale...ECF...lh
08/09/23	01942	COL21	CIT		098 DONE 08/09/23 BY TLR 01942 TSK TYP 442-FCL/TIGER TEAM

Message: DISPLAY COMPLETE

OK

MORE...

DISPLAY/NOTES & MESSAGES

650 11/07/2024 4:42:30 PM ET PFSP317

ACCOUNT NUMBER [REDACTED] M/P/A/S P Warn 5 Lock 0 Stop Cds 000
 JAMES Y FISHER II (w) 0 (h) [REDACTED]
 STACY C CONTRIS (w) 0 (h) [REDACTED]
 308 JASMINE DRIVE Inv 98201 FY 98 COHORT 201
 Loan Type 1 CONVENTION Subtype 0
 CONWAY SC 29526 * Contract 0

Advanced History Display

Tr Dt Tell Area Tr Cntl Message

11/07/24

08/14/23 08192 FOR TASK:0131-FCL-CHANGD FUPDT 09/22/23
 08/14/23 08192 COL21 NT sent email to Jim Fisher advising to email payoff request to cscpayoffunit@usda.gov or fax request to [REDACTED]; advised to include the following:
 1. hud-1 2. sales contract 3. borrower authorization; ayw/fcl
 08/14/23 08192 COL21 NT Received payoff request from Jim Fisher II [REDACTED] ayw/fcl
 08/14/23 08192 COL21 NT emailed short sale offer to our Short Sale Team;

Message: DISPLAY COMPLETE

OK

MORE...

DISPLAY/NOTES & MESSAGES

650 11/07/2024 4:41:29 PM ET PFSP317

ACCOUNT NUMBER [REDACTED] M/P/A/S P Warn 5 Lock 0 Stop Cds 000
 JAMES Y FISHER II (w) 0 (h) [REDACTED]
 STACY C CONTRIS (w) 0 (h) [REDACTED]
 308 JASMINE DRIVE Inv 98201 FY 98 COHORT 201
 Loan Type 1 CONVENTION Subtype 0
 CONWAY SC 29526 * Contract 0

Advanced History Display

Tr Dt	Tell	Area	Tr	Cntl	Message
11/07/24					

08/24/23	10154	PAY11	CIT		101 requested fcl fees will complete once fees recvd ys/qs
08/24/23	10154	PAY11	CIT		102 Final FCL PO request received. Please provide any additional FCL fees anticipated over the next 45days and task to teller 10154. ys/qs
08/18/23	06732	COL21	NT		Rcvd short sale contract adv the borr of the docs still needed to get the short sale approved-lbfci
08/17/23	10154	PAY11	CIT		101 TASK OPENED DOCS IMAGED
08/15/23	00061		NT		PAC S4Z1 PO NBR 004300483356

Message: DISPLAY COMPLETE

OK

MORE...

Lisa Snell

From: WoodsBargney, Angela - RD, IL <[REDACTED]>
Sent: Thursday, October 12, 2023 2:59 PM
To: Jamie Weller
Cc: [REDACTED] Mays-Lambert, Eva - RD, MO; Bordelon, William - RD, LA; Lopez, Hector - RD, TX; Taylor Peace; Lisa Snell; Tracy Slice Moore
Subject: RE: James Fisher, Acct# [REDACTED] Our file no. 2518.28661

Good Afternoon Jamie,


We have not received payoff funds as of today.

Thanks

Angela Woods-Bargney

Foreclosure Specialist | Customer Foreclosure Support Unit 1 | Default Division
Servicing Office | Business Center | Rural Development |
United States Department of Agriculture

[REDACTED]
[REDACTED]
www.rd.usda.gov/

USDA  Rural Development

Empowering America's Producers

USDA is an equal opportunity provider, employer, and lender.

From: Jamie Weller <jweller@hmp-law.com>
Sent: Thursday, October 12, 2023 1:08 PM
To: WoodsBargney, Angela - RD, IL [REDACTED]
Cc: [REDACTED] Mays-Lambert, Eva - RD, MO [REDACTED]; Bordelon, William - RD, LA [REDACTED]; Lopez, Hector - RD, TX [REDACTED] Taylor Peace <tpeace@hmp-law.com>; Lisa Snell <lsnell@hmp-law.com>; Tracy Slice Moore <TSMoore@hmp-law.com>
Subject: James Fisher; Acct# [REDACTED] Our file no. 2518.28661

Hi Angela,

It is our understanding this account was scheduled to close on a contract of sale at the end of September. Will you please let me know if the USDA rec'd a payoff?

Thanks!

Yours truly,
Jamie Anna Weller, Esq.
Harrell, Martin & Peace, P.A.
135 Columbia Avenue (Physical Address)
P.O. Box 1000 (Mailing Address)

Chapin, South Carolina 29036
Telephone: (803) 345-3353
Direct: (803) 298-2106
Mobile: (803) 429-6646
Fax: (803) 345-9171
jweller@hmp-law.com

PLEASE NOTE I WILL BE ON VACATION FROM OCTOBER 7, 2023 UNTIL OCTOBER 11, 2023 WITH LIMITED ACCESS TO EMAILS.

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HORRY COUNTY MASTER IN EQUITY
ADMINISTRATIVE MEMORANDUM
FEBRUARY 21, 2025

1. Request for post-decree additional costs should be properly titled “Additional Costs” (not Additional Fees and Costs) and should be efiled as such. There is an option to file under this title in the efile system. Any post-sale Affidavits of Costs must be efiled within ten calendar days after the date of sale. Please note that this Affidavit is time stamped in the Clerk of Court’s Office immediately upon receipt including weekends and holidays. Also, note that consistent with the previously provided February 16, 2023 Administrative Memorandum provided by Judge Clemmons, this Court does not generally consider attorney’s fees post-decree so they should not be included in the Affidavit of Additional Costs.
2. Affidavit of Attorney’s Fees: Please note it is the expectation of the court that any Affidavit of Attorney’s Fees can be supported by an itemized billing statement that is consistent with your fee agreement with your client, and can be made readily available for the court’s review if requested.
3. Miscellaneous costs associated with the foreclosure: Please note that it is the expectation of the court that miscellaneous costs associated with the foreclosure, including but not limited to, preservation costs, inspection costs, repair costs, penalty interest, deferred principle balance, escrow and other cost advances, interest charged on costs etc. must be supported by invoices, be authorized by the loan documents and be readily available for the court’s review upon request. The Court generally will not consider costs that cannot be substantiated with supporting documents.
4. Post-acceleration payments: Please confirm that no post-acceleration payments have been received and accepted from the borrower.
5. Service by Certified Mail: Please note that illegible signatures without legible printed names create an issue with confirming due process.
6. Attorney’s Fees and Costs from previous firms: For approval of attorney’s fees and costs from prior law firms, the current attorney must provide an Affidavit of Attorney’s Fees and Costs from the previous firm or submit an affidavit attesting that he or she has reviewed the services of the prior firm and can confirm that the fees and costs are commensurate with the services provided according to South Carolina law.
7. HOA Lien Foreclosures (Interest, Late Fees and Fines): Please confirm that the constituent documents authorize interest, late fees and fines. The interest rate designated in the constituent documents will be the rate charged throughout the entire foreclosure process unless the rate is contrary to the maximum legal rate (not money judgment rate or consumer debt rate) allowed by statute. It is the expectation of the court that interest, late fees and fines

HORRY COUNTY MASTER IN EQUITY
ADMINISTRATIVE MEMORANDUM
FEBRUARY 21, 2025

be supported by applicable portions of the constituent documents upon request, along with documented proof of violations resulting in fines.

8. Notice of Hearings: Please note that all hearings are public hearings and the Notice of Hearing should be timely filed in the public index to also give the public sufficient notice. In addition, no hearing notices should contain redacted WebEx information or attempt to limit attendance to the parties and witnesses. We also see references to COVID administrative orders that do not currently apply. Please update your Notice of Hearing template to remove this language.
9. Rule to Show Cause Orders: Defendants subject to a RTSC should not be notified of the hearing by mail. They should be personally served by the Sheriff unless there have been two failed attempts. If so, the Defendants may be served by private process server. In addition, all RTSC Orders associated with supplemental proceeding hearings should contain a deadline for the Defendant to provide requested documents prior to the hearing so counsel can review them ahead of time and streamline the hearing.
10. Date of Default: If the date of default is more than two years prior to the filing of the foreclosure, please file a Certificate of Non-owner occupancy if applicable. It is the expectation of the court that counsel be prepared to explain any delays in the filing of the foreclosure after default.
11. HOA Lien Foreclosure Proposed Orders: Please include a clear, itemized breakdown of all charges (separate category) in the proposed Order, including late fees, interest (include the range of dates in which interest was charged), attorney's fees and costs, fines and accelerated charges if applicable.
12. Hearing Documents: Please provide hearing documents within 48 hours of the hearing. On busy court days is it difficult to receive and review last minute documents arriving on the day of the hearing.
13. Title Searches and Omitted Lienholders: Please conduct a thorough title search to prevent omitting lienholders. This has been a reoccurring and preventable problem.
14. Orders to Stay/Dismissals: When a case is dismissed or a proposed Order to Stay or continue the case is presented, please include the reason.
15. WebEx Hearings: Generally, please do not schedule a hearing as a WebEx hearing if the defendant has answered. WebEx hearings are typically limited to uncontested default matters. If there are special circumstances warranting a WebEx, hearing or hybrid

HORRY COUNTY MASTER IN EQUITY
ADMINISTRATIVE MEMORANDUM
FEBRUARY 21, 2025

(combination of live courtroom and WebEx attendance) please contact the court prior to scheduling.

16. Court Reporters: The Master in Equity does not provide a court reporter but WebEx hearings are recorded. We can make the recording available to attorneys who may then have the proceeding transcribed if desired.
17. Communication with the Court: Please do not copy the court on party-to-party emails and note that all communications with the court should come through the judge's staff and not to the judge directly.
18. Requested Language in Court Orders: Please include all of the court's requested language in proposed Order and Notices of Sale.
19. Provision of the Court's Requested Information: Please note that the judge's office does not automatically receive all documents filed in the public index. We generally only receive proposed Orders so if the court has requested a brief or any other information that you have efiled, please make sure it is also emailed to the court.
20. If applicable, please indicate in your pleadings, proposed Order for Foreclosure and Sale and Notice of Sale (conspicuously in the preamble and identifying the lienholder) that the property is being sold subject to a superior lien (s).

RECEIVED

Oct 15 2025

SC Court of Appeals

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

**APPEAL FROM HORRY COUNTY
ALAN D. CLEMMONS, MASTER-IN-EQUITY**

**Appellate Case No. 2023-001419
Lower Court Case No. 2021-CP-26-00144**

United States of America acting through the
Rural Housing Service or successor agency,
United States Department of Agriculture,Appellant

v.

James Y Fisher, II, Stacy C. Fisher a/k/a Stacy C. Woodle
a/k/a Stacy C. Contris,Respondents

CERTIFICATE OF COUNSEL

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



Taylor A. Peace, Esq., S.C. Bar# 100206
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PO Box 1000 (Mailing Address)
Chapin, South Carolina 29036
Phone: (803) 345-3353
tpeace@hmp-law.com
Attorney for Appellant United
States of America acting through the
Rural Housing Service or successor agency,
United States Department of Agriculture

October 15, 2025
Chapin, South Carolina