

December 10, 2025

Clerk of Court
Aiken County Court of Common Pleas
109 Park Avenue SW
Aiken, South Carolina 29801

RE: NOTICE OF APPEAL & DEPOSIT OF DOCUMENTS UNDER S.C. CODE § 18-9-150
Case No. 2024-CP-02-00667
Fuse 10, LLC v. Turner Development LLC, et al.

Dear Clerk:

Pursuant to South Carolina Code § 18-9-150 and South Carolina Appellate Court Rule 203, Tracey D. Turner hereby submits the following for filing and record in the above-referenced case:

I. NOTICE OF APPEAL

Please file and record the enclosed NOTICE OF APPEAL filed by Tracey D. Turner (Pro Se) with the South Carolina Court of Appeals on December 10, 2025. A copy of this Notice is provided for your case file.

This Notice of Appeal is timely filed within thirty (30) days of entry of the orders dated November 14, 2025.

II. DEPOSIT OF DOCUMENTS UNDER S.C. CODE § 18-9-150

Pursuant to South Carolina Code § 18-9-150, Tracey D. Turner hereby deposits the following original documents with the Clerk of Court, to be held pending resolution of the appeal:

DOCUMENTS DEPOSITED:

1. Promissory Note (dated February 12, 2021, as amended May 20, 2022)
 - Executed under protest
 - Original document with Protest Endorsement attached

FILED 12-10 2025
Robert J. White
C.C.P. & G.S.
Shadell Parks
Deputy Clerk

2. Mortgage of Real Estate (dated February 12, 2021, as amended May 20, 2022)
 - Executed under protest
 - Original document with Protest Endorsement attached
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III. SPECIFIC PROTEST REGARDING THE MORTGAGE

The Mortgage is executed under specific protest because its legal description does NOT correctly reflect the property specified in the Joint Venture Agreement dated September 20, 2022.

Grounds for Protest:

1. The Joint Venture Agreement limits security interest to "Phase I and Phase II land" of the Weeping Willows Development.
 2. The Mortgage presented by Plaintiff contains a broader and different legal description than what was agreed upon in the Joint Venture Agreement.
 3. Tracey D. Turner does not concede the accuracy, validity, or enforceability of the Mortgage's legal description.
 4. This deposit is made without waiving any appellate rights to challenge the Mortgage's validity, enforceability, or legal description.
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IV. STAY OF EXECUTION

By virtue of filing the Notice of Appeal and depositing these documents, execution of that portion of the Judgment requiring delivery of the Note and Mortgage is automatically stayed pursuant to S.C. Code § 18-9-150.

The Clerk of Court shall hold these original documents in the case file pending the outcome of the appeal. These documents shall NOT be released to Plaintiff or any other party without further order of the Court of Appeals or this Court.

V. INSTRUCTIONS FOR CLERK

1. Receive and Stamp: Accept and stamp these documents as received on December 10, 2025, at [TIME].

2. Attach Protest Endorsement: Ensure the Protest Endorsement is attached to and made a permanent part of each document.
3. Hold in Escrow: Hold these original documents in the case file under the stay provisions of § 18-9-150, pending appeal.
4. Provide Receipt: Please provide a receipt or written confirmation showing:
 - Date received: December 10, 2025
 - Documents received: Promissory Note and Mortgage
 - Status: Held pending appeal
 - Case number: 2024-CP-02-00667
5. Notify Appellant: Please send a copy of the receipt to Tracey D. Turner at the address below.

VI. CONTACT INFORMATION

Tracey D. Turner
2901 North Capitol Street, NW
Washington, District of Columbia 20002
Phone: (202) 288-2128
Email: traceydtturner@turnerdevelopmentllc.com

VII. ENCLOSURES

1. Copy of Notice of Appeal
2. Original Promissory Note (with Protest Endorsement)
3. Original Mortgage (with Protest Endorsement)
4. This Cover Letter

Respectfully submitted,

Tracey D. Turner

December 10, 2025

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM AIKEN COUNTY

Court of Common Pleas, Second Judicial Circuit

The Honorable M. Anderson Griffith, Master in Equity

Case No. 2024-CP-02-00667

TRACEY D. TURNER, Individually,

Appellant,

v.

FUSE 10, LLC,

THE CASE COMPANY OF SC LLC, and

W. MELISSA ODEN, as Trustee of the W. Melissa Oden Revocable Trust,

Respondents.

NOTICE OF APPEAL

TRACEY D. TURNER, Appellant, hereby appeals to the South Carolina Court of Appeals from the following final Order(s) and Judgment(s) of the Honorable M. Anderson Griffith, Master in Equity:

1. "Judgment and Decree of Foreclosure" (electronically filed and signed November 14, 2025);
2. "Order: The Case Company of SC LLC" (electronically filed and signed November 14, 2025); and
3. "Judgment of Foreclosure and Sale, Claim Deficiency Judgment Demanded" (electronically filed and signed November 14, 2025).

PROTEST ENDORSEMENT

ATTACHED TO AND MADE PART OF ALL EXECUTED DOCUMENTS

Promissory Note and Mortgage executed December 10, 2025

Case No. 2024-CP-02-00667

Fuse 10, LLC v. Turner Development LLC, et al.

The undersigned hereby signs the attached instruments UNDER PROTEST, SOLELY TO COMPLY with the Judgment and Decree of Foreclosure issued by the Honorable M. Anderson Griffith, Master in Equity, on November 14, 2025, in Case No. 2024-CP-02-00667.

SPECIFIC PROTEST REGARDING THE MORTGAGE

The Mortgage is signed under SPECIFIC PROTEST regarding its legal description.

Statement of Dispute:

1. The Joint Venture Agreement dated September 20, 2022, between the parties, limits the security interest to "Phase I and Phase II land" of the Weeping Willows Development.
 2. The Mortgage presented for execution contains a legal description that is broader and different from the property described in the Joint Venture Agreement.
 3. The undersigned does NOT concede that this Mortgage correctly describes, accurately identifies, or validly encumbers the intended property.
 4. The undersigned disputes the enforceability of the Mortgage as written, based on the discrepancy between the legal description in the Mortgage and the limited scope of the Joint Venture Agreement.
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RESERVATION OF ALL RIGHTS

These signatures are made WITHOUT WAIVING ANY RIGHTS, including but not limited to:

1. All rights to appeal the underlying Judgment and orders;
2. All defenses to enforcement of the Note, Mortgage, and Guaranty;

3. The right to challenge the validity, accuracy, or enforceability of these instruments;
 4. The right to argue that the Mortgage contains an incorrect legal description;
 5. The right to challenge the legal description's conformity with the Joint Venture Agreement;
 6. The right to argue that the Mortgage is unenforceable due to the discrepancy in legal descriptions;
 7. The right to appeal the underlying Order requiring the execution of these documents;
 8. The right to seek relief from the judgment pending the outcome of the appeal;
 9. All other appellate rights and defenses now available or which may become available;
 10. The right to demand that these documents be held in the Clerk's custody pending appeal, as provided by South Carolina Code § 18-9-150.
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CONDITIONAL EXECUTION

This execution is **CONDITIONAL UPON** the following:

1. These documents are being executed solely to comply with the Court's Order dated November 14, 2025, and to avoid contempt of court.
2. This execution shall **NOT** be construed as a voluntary agreement, waiver, or acknowledgment of:
 - The validity of the underlying judgment;
 - The enforceability of the Note or Mortgage;
 - The accuracy of any legal description;
 - The correctness of the debt calculation;
 - Any other claim or defense raised in the appeal.
3. These documents are being deposited with the Clerk of Court pursuant to South Carolina Code § 18-9-150, to be held pending the outcome of the appeal filed December 10, 2025.

4. Upon filing of the Notice of Appeal, execution of the judgment requiring delivery of these documents is automatically stayed.

SIGNATURE BLOCK

TRACEY D. TURNER, Acting on his own behalf and on behalf of his interests in TURNER DEVELOPMENT LLC:

Signature: 

Print Name: TRACEY D. TURNER

Date: December 10, 2025

Address: 2901 North Capitol Street, NW
Washington, District of Columbia 20002

Phone: (202) 288-2128

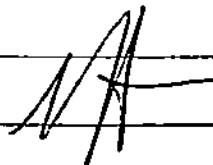
Email: traceydtturner@turnerdevelopmentllc.com

NOTARIZATION

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN [or appropriate county]

Before me, the undersigned authority, personally appeared Tracey D. Turner, known to me to be the person whose name is signed above, and being duly sworn, deposes and says that he executed the foregoing PROTEST ENDORSEMENT with full knowledge of its contents and understanding of his rights and obligations.

Witness my hand and official seal, this 10th day of December, 2025.


Notary Public for South Carolina

My Commission Expires: 04-30-2031

Commission Number: N/A



INSTRUCTION TO CLERK

This Protest Endorsement shall be permanently attached to both the original Promissory Note and the original Mortgage and shall be made part of the court file. These documents shall be held by the Clerk of Court in accordance with South Carolina Code § 18-9-150, pending resolution of the appeal.

RETURN TO:

Kyle Waddell Esq.
Fulcher Hagler LLP
P.O. Box 1477
Augusta, Georgia 30903-1477

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

THIS MORTGAGE of Real Estate is made effective the 21st day of September 2022, by TURNER DEVELOPMENT, LLC (hereinafter referred to as "Mortgagor") and given to W. MELISSA ODEN REVOCABLE TRUST (hereinafter referred to as "Mortgagee"), whose address is 260 East Shoreline Drive, North Augusta, SC 29841.

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee is the sum of Six Hundred Thousand and No/100 Dollars (\$600,000.00), in lawful money of the United States, and has agreed to pay the same, with interest thereon, according to the terms of a certain note (the "Note") given by Mortgagor to Mortgagee, bearing even date herewith, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEAN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness as evidenced by the Note and in order to secure the payment thereof together with any renewals, extensions or modifications thereof, upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (2022); (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereinafter existing, whether directly or indirectly, as principal, endorser, Mortgagor, or otherwise, all expenditures by Mortgagee under paragraph 1.09 and other amounts which may be due under the Note and this Mortgage hereinafter collectively referred to as "said indebtedness", plus interest thereon, all charges and expenses of collection incurred by Mortgagee including Court costs and reasonable attorney fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following property, to wit:

Phase 1:

ALL that lot or parcel of land with improvements thereon, situate, lying and being located approximately one (1) mile West of Clearwater, in the State of South Carolina, County of Aiken, being shown and designated as consisting of 11.0

acres, more or less, on a plat recorded in the Office of the RMC for Aiken County, South Carolina, in Plat Book 59, Page 44; reference being made to said plat for a more complete and accurate description as to the metes, bound and location of said property.

TMS: 013-112-01-002

Also a portion of ALL that lot or parcel of land, with improvements thereon, situate, lying and being the State of South Carolina, County of Aiken, being shown and designated as containing 173.50 acres, more or less, as shown on a plat by John Thomas Attaway, PLS No. 145222, prepared for Turner Development, LLC, dated November 30, 2021, recorded in the Office of the RMC for Aiken County, South Carolina in Plat Book 64, Page 927.

Portion of TMS: 013-12-01-001

Phase II:

A portion of ALL that lot or parcel of land, with improvements thereon, situate, lying and being the State of South Carolina, County of Aiken, being shown and designated as containing 173.50 acres, more or less, as shown on a plat by John Thomas Attaway, PLS No. 145222, prepared for Turner Development, LLC, dated November 30, 2021, recorded in the Office of the RMC for Aiken County, South Carolina in Plat Book 64, Page 927.

Portion of TMS: 013-12-01-001

TOGETHER with all buildings, structures and other improvements now or hereafter located on the said property, or any part or parcel thereof; and,

TOGETHER with all rents, issues and profits which shall hereafter be realized, become due or paid in connection with the operation and use of said property, reserving only the right to Mortgagor to collect and utilize said rents, issues and profits so long as there is no default hereunder; and,

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any way appertaining, including, without limitation, all right, title and interest of Mortgagor in and to any and all streets, roads and rights-of-way, open or proposed, public or private, adjoining or crossing said property; and,

TOGETHER with all building materials, water pipes, sewer pipes, curbs and other improvements to said property; all machinery, apparatus, equipment, fittings and fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever (hereinafter referred to collectively as the "Collateral"), now or hereafter located in, upon, on or under said property, or any part thereof, and used or useable in connection with any present or future operation of said property and now owned or hereafter acquired by Mortgagor, including, but without limiting the generality of the foregoing, all heating, air-conditioning, freezing,

lighting, laundry, incinerating and power equipment; engines; pipe; pumps; tanks; motors, conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partition; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; equipment and such other goods, chattels, personal property, fixtures and equipment as are usually found on property of the character hereby conveyed, together with all additions thereto, replacements thereof, substitutions therefor and proceeds from a permitted sale thereof, all of which Collateral shall to the extent permitted by law be considered as annexed to or forming a part of said property; and,

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to taking of, or decrease in the value of, the premises, to the extent of all amounts which may be secured by this deed at the date of receipt of any such award or payment by Mortgagee and of the reasonable attorney's fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

TO HAVE AND TO HOLD ALL and singular the Property (all of which property is hereinafter referred to collectively as "the Premises") unto Mortgagee and the successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Premises in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Premises is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the successors or assigns of Mortgagee from and against Mortgagor and all persons whatsoever lawfully claiming the same or any party thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the indebtedness secured hereby, the estate hereby granted shall cease, terminate and be utterly null and void; otherwise said estate shall remain in full force and effect.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until a Default as herein defined has occurred.

This conveyance is intended (i) to constitute a security agreement as required by the Uniform Commercial Code of South Carolina, (ii) to operate and is to be construed as a deed passing the title to the Premises to the Mortgagee and is made under those provisions of the existing laws of the State of South Carolina relating to Mortgages and is given to secure the payment of the indebtedness of Mortgagor to Mortgagee.

The Mortgage shall also secure performance by Mortgagor of every obligation of Mortgagor contained (1) in this Deed; (2) in the Note; and (3) in each and every other instrument or document now or hereinafter evidencing or securing said indebtedness and in any or all other agreements, supplemental agreements or other instruments executed by any Guarantor or any Mortgagor of even date herewith or at any time subsequent to the date hereof for the purpose of supplementing or amending this indenture or any instrument evidencing or securing said

indebtedness and the obligations secured hereby, Items 1 through and including 3 immediately above are herein collectively referred to as the "Loan Documents".

Should Mortgagor hereinafter enter into any agreement modifying or changing the terms of this Mortgage or the Note in particular, the rights of the parties to such an agreement shall be superior to the rights of the holder of any intervening lien or encumbrance. Without affecting the liability of any person (other than the person released pursuant hereto) for payment of said indebtedness, and without affecting the lien hereof upon any property not released herefrom, Mortgagee may at any time, and from time to time, without notice: (a) retain or obtain a security interest in any property to secure all or any portion of the said indebtedness, (b) retain or obtain the primary or secondary liability of any party or parties with respect to all or any portion of the said indebtedness, (c) alter, exchange, extend or renew for any period (whether or not longer than the original period) any terms, conditions, provisions or covenants contained in any of the Loan Documents, (d) release or compromise any liability of any party or parties primarily or secondarily liable on all or any portion of the said indebtedness, (e) release its security interest, if any, in all or any property securing all or any portion of the said indebtedness or any obligation hereunder and permit any substitution or exchange for any such property, (f) resort to the property conveyed by this Mortgage, or any portion thereof, for payment of the said indebtedness or any portion thereof, whether or not Mortgagee shall have resorted to any other property otherwise securing the other indebtedness, or shall have proceeded against any other party primarily or secondarily liable on the said indebtedness, (g) alter, extend, change, modify, release or cancel any covenant, agreement, or provision contained in any or all of the Loan Documents evidencing or securing the said indebtedness, (h) apply any of the property conveyed by any of the Loan Documents and direct the order or manner of sale thereof as Mortgagee in its sole discretion chooses, and (i) accept a conveyance or conveyances of all or part of the property securing the said indebtedness as partial satisfaction of the liability due and proceed against property conveyed by this Mortgage for the balance due after said conveyance or conveyances.

Mortgagor covenants with Mortgagee as follows:

**ARTICLE I
COVENANTS OF MORTGAGOR**

1.01 Payment of Indebtedness. Mortgagor shall pay to Mortgagee said indebtedness in accordance with the respective terms and provisions of the Note.

1.02 Loan Documents. Mortgagor shall comply with all terms and provisions of the Loan Documents, which by reference are made a part hereof.

1.03 Transfer of Interest. Mortgagor hereby acknowledges to Mortgagee that (i) the identity and expertise of Mortgagor were and continue to be material circumstances upon which Mortgagee has relied in connection with, and which constitute valuable consideration to Mortgagee for, the extending to Mortgagor of the indebtedness evidenced by the Note and (ii) any change in such identity or expertise could materially impair or jeopardize the security for the payment of the Note granted to Mortgagee by this Mortgage, Mortgagor therefore covenants and agrees with Mortgagee, as part of the consideration for the extending to Mortgagor of the indebtedness evidenced by the Note, that Mortgagor shall not encumber, pledge, convey, transfer or assign any or all of its interest in the Premises or rent or lease the Premises without the prior written consent of Mortgagee.

1.04 Protect Premises. Mortgagor will do, or cause to be done, all things as may be required by law in order fully to protect the premises and all rights of the Mortgagee under this Mortgage. Mortgagor shall not cause or permit the lien of this Mortgage to be impaired in any way.

1.05 Insurance. The Mortgagor shall keep the Premises and the interests and liabilities incident to the ownership, possession and operation thereof, insured for the benefit of Mortgagee against loss.

1.06 Care of Premises.

(a) Mortgagor shall keep the Premises protected and in good order, repair and condition at all times, promptly replacing, repairing or restoring any part thereof which may become damaged, destroyed, lost or unsuitable for use. In the event the Premises or any part thereof, is damaged or destroyed by fire or other casualty, Mortgagor shall immediately notify Mortgagee, in writing, of such damage or destruction.

(b) Mortgagor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises, or any part thereof.

(c) Mortgagor shall not cause or permit anything to be done which would or could increase the risk of fire or other hazard to the Premises, or any part thereof, or which would or could result in an increase in any insurance premiums payable with respect to the Premises, or which would or could result in the cancellation of any insurance policy carried with respect to the Premises.

1.07 Zoning Restrictive Covenant. Mortgagor shall not, without Mortgagee's consent, initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof.

1.08 Taxes, Liens, Charges and Expenses. Mortgagor shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the said indebtedness or any interest of the Mortgagee in the Premises or the obligations secured hereby; (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Paragraph 1.05 herein; (c) premiums on all collaterally pledged life insurance policies, if any; (d) premiums for mortgage insurance, if this mortgage and the Note are so insured; and (e) ground rents or other lease rentals, if any, payable by Mortgagor. Mortgagor shall promptly deliver to Mortgagee receipts showing payment in full of all of the above items. Upon notification from Mortgagee, Mortgagor shall pay to Mortgagee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on the installment-due dates of the Note, until said Note is fully paid or until notification from Mortgagee to the contrary, an amount reasonably sufficient (as estimated by Mortgagee) to provide Mortgagee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Mortgagee will have sufficient funds on hand to pay same thirty (30) days prior to the due date thereof. In no event shall Mortgagee be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. Mortgagor shall furnish to Mortgagee, at least thirty (30) days before the date on which the same will become past due, an official statement of the amount

of said taxes, assessments, insurance premiums and rents next due, and Mortgagee shall pay said charges to the amount of the then unused credit therefore as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such charges. Mortgagee may apply credits held by it for the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the Premises shall, without assignment thereof, inure to the benefit of the successor-owner of the Premises and shall be applied under and subject to all of the provisions hereof. Upon payment in full of Said Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

1.09 Performance by Mortgagee. In the event that the Mortgagor fails to observe or perform any of Mortgagor's obligations or covenants set forth in this instrument, or any of the Loan Documents then Mortgagee, at its option may perform and observe the same and all payments made and costs incurred by Mortgagee in connection therewith, including reasonable attorney's fees, shall be secured by this Mortgage, and upon demand, shall be repaid by Mortgagor to Mortgagee, with interest thereon at the rate specified in said Note, including any renewal or renewals thereof, Mortgagee shall be the sole judge of the necessity for any actions so taken by Mortgagee and the amount necessary to be paid or incurred by Mortgagee to remedy any such failure on the part of Mortgagor, Mortgagee is hereby empowered to enter upon and to authorize others to enter upon the premises, or any part thereof, for the purpose of performing or observing any such defaulted covenant or obligation, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

1.10 Condemnation. Mortgagor, immediately upon obtaining knowledge of the institution, or the proposed, contemplated or threatened institution, or any proceedings for the taking of the Premises, or any part thereof, by condemnation or eminent domain, will notify Mortgagee of the pendency of such proceedings. Mortgagee may at its option participate in any such proceedings, and Mortgagor from time to time shall deliver to Mortgagee all instruments requested by Mortgagee to permit such participation. In any such proceedings Mortgagee, at its sole expense, may be represented by counsel selected by Mortgagee. As additional collateral and further security for the payment of said indebtedness, Mortgagor hereby assigns to Mortgagee all awards hereafter made by virtue of any exercise of the right of condemnation or eminent domain by any authority, including any award for damages to or taking of title to the Premises, or any part thereof, or the possession thereof, or any right or easement affecting the Premises or appurtenant thereto (including any award for any change of grade of streets), and the proceeds of all such sales in lieu of condemnation, Mortgagee, at its option, is hereby authorized to collect and receive all awards and the proceeds of all sales and to give proper receipts and acquittances therefor, and Mortgagee, at its election, may use such awards and proceeds in any one or more of the following ways: (1) apply the same or any part thereof upon payment of said indebtedness, whether Said Indebtedness, or any part thereof, be then matured or unmatured; (2) use the same or any part thereof, to fulfill any of the covenants and agreements of Mortgagor hereunder as Mortgagee may determine, (3) pay the same or any part thereof to Mortgagor for the purpose of replacing, restoring, or altering the Premises to a condition satisfactory to Mortgagee, or (4) release the same to Mortgagor. Mortgagee shall be under no obligation to question the amount of any such award or proceeds and may accept the same in the amount in which the same shall be

paid. Mortgagor agrees to execute and deliver such other instruments as Mortgagee may require evidencing the assignment of all such awards and proceeds to Mortgagee.

1.11 Further Documents. Mortgagor shall execute and deliver (and pay the costs of preparation and recording thereof) to Mortgagee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, security Mortgages, security agreements, financing statements, assignments and renewals and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Mortgagee to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this Mortgage and extensions or modifications thereof, Mortgagor, upon request made either personally or by mail, shall certify by a writing, duly acknowledged, to Mortgagee or to any proposed assignee of this Mortgage the amount of principal and interest then owing on the Said Indebtedness and whether or not any offsets or defenses exist against the Said Indebtedness, within six (6) days in case the request is made personally or within ten (10) days after the mailing of such request is made by mail.

1.12 Security Agreement.

(a) With respect to the machinery, apparatus, equipment, fittings, fixtures, building supplies and materials, articles of personal property, chattels, chattel paper, documents, inventory, accounts, farm products, consumer goods and general intangibles referred to or described in this Mortgage, or in any way connected with the use and enjoyment of the Premises, this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of such property included herein as part of the Premises, in compliance with the provisions of the Uniform Commercial Code as enacted in the State of South Carolina. Upon request by Mortgagee, at any time and from time to time, a financing statement or statements reciting this Mortgage to be a security agreement affecting all such property shall be executed by Mortgagor and Mortgagee and appropriately filed. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage shall be (i) as prescribed herein, or (ii) as prescribed by the general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, all at Mortgagee's sole election. Mortgagor and Mortgagee agree that the filing of any such financing statement or statements in the records normally having to do with personal property shall not in any way affect the agreement of Mortgagor and Mortgagee that everything used in connection with the production of income from the Premises or adapted for use therein or which is described or reflected in this Mortgage, is and at all times and for all purposes and in all proceedings, legal or equitable, shall be, regarded as part of the real estate conveyed hereby regardless whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an exhibit to this Mortgage, or (iii) any such item is referred to or reflected in any such financing statement or statements so filed at any time. Similarly, the mention in any such financing statement or statements of the rights in and to (i) the proceeds of any fire or hazard insurance policy, or (ii) any award in eminent domain proceedings for a taking or for loss of value, or (iii) Mortgagor's interest as lessor in any present or future lease or rights income growing out of the use or occupancy of the Premises, whether pursuant to lease or otherwise, shall not in way alter any of the rights of Mortgagee as determined by this Mortgage or affect the priority of

Mortgagee's security interest granted hereby or by any other recorded document , it being understood and agreed that such mention in such financing statement or statements is solely for the protection of Mortgagee in the event any court shall at any time hold with respect to the foregoing clauses (i), (ii), or (iii) of this sentence, that notice of Mortgagee's priority of interest, to be effective against a particular class of persons must be filed in the Uniform Commercial Code records.

(b) Mortgagor warrants that (i) Mortgagor's (that is "Debtor's") name, identity or corporate structure and residence or principal place of business are as set forth in the Loan Agreement; and (ii) the location of the collateral is upon the Land. Mortgagor covenants and agrees that Mortgagor will furnish Mortgagee with notice of any change in the matters addressed by clause (i) of this Subparagraph within thirty (30) days of the effective date of any such change and Mortgagor will promptly execute any financing statements or other instruments deemed necessary by Mortgagee to prevent any filed financing statement from becoming misleading or losing its perfected status.

(c) The names of the "Debtor" and the "Secured Party", the identity or corporate structure and residence or principal place of business of "Debtor", and the time period for which "Debtor" has been using or operating under said name and identity or corporate structure without change, are as set forth in a Financing Statement executed by Mortgagor and Mortgagee contemporaneously herewith containing a statement indicating the types, or describing the items, of collateral is set forth hereinabove.

ARTICLE II DEFAULT AND REMEDIES

2.01 Event of Default. The occurrence of any one of the following events shall constitute an Event of Default hereunder:

(a) Mortgagor fails to pay any installment of principal or interest, or any part thereof, in accordance with the respective terms and provisions of the Note.

(b) Mortgagor fails to pay any other sums covenanted to be paid by Mortgagor under any of the Loan Documents, as the same shall become due and payable.

(c) Any warranty, representation or statement of Mortgagor, or which is made on behalf of Mortgagor, in any of the Loan Documents proves untrue or misleading in any material respect.

(d) The Premises are subjected to actual or threatened waste, or the value of the Premises as security for the said indebtedness is reduced or any part of the Premises is, except as otherwise provided herein, removed, demolished or altered without the prior written consent of Mortgagee.

(e) Mortgagor fails to remove within thirty (30) days from the date of filing any lien or claim of lien filed of record against the Premises.

(f) Any claim of priority to this Mortgage by title, lien or otherwise is asserted in any legal or equitable proceeding.

(g) The Mortgagor, any general partner of the Mortgagor if the Mortgagor is either a general or limited partnership, or any endorser, surety or guarantor of the Loan Documents; (i) should cause or suffer a receiver, liquidator, or trustee to be appointed over its property, or any

portion thereof; (ii) should cause or suffer a voluntary or involuntary petition for bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Act, or any similar state to be filed by or against Mortgagor or any such partner (general or limited) endorser, surety or guarantor; (iii) should become insolvent; (iv) if a corporation, should be liquidated or dissolved or its charter expires or is revoked; or (v) if a trust is terminated or expires.

(h) Mortgagor fails to timely and faithfully keep, observe, perform, carry out and execute in every particular the covenants, agreements, obligations and conditions contained in the Loan Documents, or is in default thereunder.

(i) Any suit shall be filed against the Mortgagor or any surety or guarantor of the Mortgagor, which, if adversely determined, could substantially impair the ability of the Mortgagor to perform each and every one of its obligations contained in the Loan Documents.

(j) The receipt by Mortgagee of Notice of Discontinuance of Guaranty from any Guarantor.

(k) Mortgagors or Guarantor of the Notes Default in the payment or performance of any of their obligations under any other loans from or agreements with Mortgagee, its affiliates or subsidiaries, whether currently existing or made in the future.

2.02 Rights of Mortgagee upon Default. Upon the occurrence of an Event of Default, then Mortgagee at its option may do any one or more of the following, time being of the essence of this indenture; and no omission on the part of the Mortgagee to exercise such options when entitled so to do shall be considered as a waiver of such rights:

(a) Upon the occurrence of a Default as hereinabove defined, Mortgagee may, without notice to Mortgagor, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sell the Premises. At the foreclosure Mortgagee shall be entitled to bid and to purchase the Premises and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Premises. The remedies provided to Mortgagee in this paragraph shall be in addition to and not in lieu of any other rights and remedies may be exercised by Mortgagee simultaneously or consecutively in any other without being deemed to have waived any right or remedy previously or not yet exercised.

(b) Upon the occurrence of a Default as hereinabove defined Mortgagee shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Premises in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Premises and the execution or termination of contracts providing for the management or maintenance of the Premises, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be entitled to receive a reasonable fee for so managing the Premises. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control of and managing the Premises and collecting the rents including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Premises, premiums on insurance policies, taxes, assessments and other charges on the Premises, and the costs of discharging any obligation or liability of Mortgagor as lessor or landlord of the Premises and then to the sums secured by this Mortgage. Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Premises and shall

be liable to account only for those rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the Premises by reason of anything done or left undone by Mortgagor under this Paragraph. If the rents of the Premises are not sufficient to meet the costs of taking control of managing the Premises and collection the rents. Mortgagee, at its sole option, may advance moneys to meet the costs. Any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage. Unless Mortgagee and Mortgagor agree in writing to other terms of payment such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law. The entering upon and taking and maintaining of control of the Premises by Mortgagee or the receiver and the application or rents as provided herein shall not cure or waive any default hereunder or invalidate any other rights or remedy of Mortgagee hereunder.

(c) Upon default by Mortgagor, Mortgagee shall, at its option and without notice or demand, be entitled to enter upon the Premises or otherwise take immediate possession of the Collateral. Upon request, Mortgagor shall assemble and make the Collateral available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties. Mortgagee may propose to retain the Collateral in partial satisfaction of the obligations secured by this instrument or sell all or any portion of the Collateral at public or private sale in accordance with Uniform Commercial Code as adopted in South Carolina or in accordance with the foreclosure and sale under this Mortgage. If mortgagee elects to proceed under the South Carolina Uniform Commercial Code as to the Collateral and notification of intended disposition of any of the Collateral is required by Law, such notification if mailed, shall be deemed reasonably and property given if mailed at least five (5) days before such disposition, postage prepaid, addressed to Mortgagor either at the premises or at any other address of Mortgagor appearing in the records of Mortgagee. Mortgagor agrees that a commercially reasonable manner of disposition of the Collateral upon a default shall, at the option of the Mortgagee, include, sale of the Collateral in part concurrently with a foreclosure upon the premises in accordance with the provisions of this Mortgage. In the event Mortgagee shall dispose of any or all of the Collateral after default, the proceeds of disposition shall be applied as required by law or, to the extent not required by law, at the absolute discretion of Mortgagee, in the following order: (a) to the expenses or retaking, holding, preparing for sale, selling and the like; (b) to the reasonable attorney's fees and legal expenses incurred by Mortgagee; (c) to the satisfaction of the obligations secured hereby; (d) at the discretion of Mortgagee, any surplus may be applied to the payment of indebtedness of Mortgagor to third parties claiming secondary security interests in the Collateral. Mortgagor hereby waived any right or redemption of the Collateral whether foreclosure with regard thereto is coterminous with or separate from foreclosure of the premises.

2.03 Default Rate. During the occurrence of an Event of Default (as hereinabove defined) occasioned by the non-payment of all or any portion of any installment of said indebtedness when due, such installment, or the portion thereof, not paid when due shall bear interest at the rates set forth in the Note, including any renewal or renewals thereof from the date of which such event of default occurs until paid, and interest at the default rate provided for in the Note from the date such Event of Default. Should said indebtedness, or any portions thereof,

be collection by law or through an attorney-at-law, all costs of collection including reasonable attorney's fees shall be paid by Mortgagor.

2.04 Waiver of Appraisal, Valuation Stay, Extension and Redemption Laws. Mortgagor understands that upon default hereunder, among other remedies set out herein and in the Loan Documents, the Mortgagee may foreclose upon the mortgaged premises and ask for a deficiency judgment pursuant to Section 29-3-660, South Carolina Code of Laws (2022). Mortgagor hereby expressly waives and relinquishes any appraisal rights which Mortgagor may have under Section 29-3-680 through Section 29-3-760, South Carolina Code of Laws (2022) as amended and understands and agrees that a deficiency judgment, if pursued by Mortgagor, shall be determined by the highest price bid at the judicial sale of the property.

2.05 Non Waiver. No delay or failure by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof upon the occurrence of an Event of Default. No failure by Mortgagee to insist upon the strict performance by Mortgagor under the Note, this Mortgage or any other Loan Document shall constitute a waiver of any such covenant or agreement, and no waiver by Mortgagee of any Event of Default shall constitute a waiver of or consent to any subsequent Event of Default. No failure of Mortgagee to exercise its option to accelerate the maturity of said indebtedness, nor any forbearance by Mortgagee before or after the exercise of such option, nor any withdrawal or abandonment by Mortgagee of any foreclosure, shall be construed as a waiver of any option, power or right of Mortgagee hereunder.

2.06 Restoration of Parties. In the event Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage, and such proceedings are discontinued or abandoned for any reason, then Mortgagor and Mortgagee shall immediately be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had taken place.

2.07 Subrogation. To the full extent of said indebtedness, Mortgagee is hereby subrogated to the liens, claims and demands, and to the rights of the owners and holders of each and every lien, claim, demand and other encumbrance on the Premises which is paid or satisfied in whole or in part, out of the proceeds of said indebtedness, and the respective liens, claims, demands and other encumbrances shall be, and each of them is hereby preserved and shall pass to and be held by Mortgagee as, additional collateral and further security for said indebtedness, to the same extent they would have been preserved and would have been passed to and held by Mortgagee had they been duly and legally assigned, transferred, set over and delivered unto Mortgagee by assignment, notwithstanding the fact that the same may be satisfied and cancelled of record.

2.08 Remedies Cumulative. Each of the rights of Mortgagee under this Mortgage and the Note is separate and distinct from and cumulative to all other rights herein and therein granted, and all other rights which Mortgagee may have in law or equity, and no such right shall be in exclusion of any other.

ARTICLE III GENERAL PROVISIONS

3.01 Mortgagor as Tenant Holding Over. So long as said indebtedness, or any part thereof, remains unpaid, Mortgagor agrees that possession of the Premises by Mortgagor, or any

person claiming under Mortgagor, shall be as tenant under Mortgagee, and, in case of a foreclosure, Mortgagor and any person in possession under Mortgagor, at such foreclosure, then become and be tenants holding over, and shall forthwith deliver possession to such purchaser, or be summarily dispossessed in accordance with the laws applicable to tenants holding over.

3.02 Waiver of Homestead. Mortgagor hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States and the State of South Carolina, in and to the Premises as against the collection of said indebtedness, or any part thereof.

3.03 Severability. If fulfillment of any provision hereof or any transactions related hereto at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, the ipso, facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if any clause or provision therein contained operates or would operate or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be of no effect, as though not therein contained, and the remainder of this Agreement shall remain operative and in full force and effect.

3.04 Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under the Loan Documents.

3.05 Successors and assigns. Except as expressly provided herein to the contrary, each and every covenant, warranty, and agreement of Mortgagor herein, if Mortgagor be more than one, shall be jointly and severally binding upon and enforceable against Mortgagor, and each of them. As used herein the terms "Mortgagor" and "Mortgagee" shall include the name Mortgagor and the named Mortgagee and their respective heirs, executors, administrators, legal representatives, successors, successors-in-title and assigns.

3.06 Captions. Titles or captions of articles contained in this Mortgage are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Mortgage or the intent of any provision hereof.

3.07 Number and Gender. Whenever required by the context, the singular number shall include the plural and the gender of any pronoun shall include the other genders.

3.08 Assignment. This Mortgage is assignable by Mortgagee, and any assignment hereof by Mortgagee shall operate to vest in such assignee the security interest in the Premises and all rights and powers herein conferred.

3.09 Notices. All notices, elections or demands permitted or required to be made under this Mortgage shall be in writing, signed by the party giving such notice, election or demand, and shall be deemed to be delivered according to the provisions of the Loan Documents or personally served on one or more of the persons who shall at the time hold the record title to the Premises, or their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope (a) addressed to such person or persons, or their heirs or successors, at his, their, or its address last known to Mortgagee or (b) addressed to the street address of the Premises herein conveyed.

3.10 Governing Law. This Mortgage shall be construed under the laws of the State of South Carolina.

3.11 Future Advances. It is understood and agreed that all indebtedness of Mortgagor to Mortgagee at any time hereafter existing resulting from advances and readvances heretofore, now or hereafter made by Mortgagee to Mortgagor, regardless of whether such advances and readvances are made at the option of the Mortgagee, or otherwise, will be secured by this instrument up to the maximum principal amount hereinabove set forth plus interest thereon, court costs and attorneys' fees until all of said indebtedness has been satisfied in full and this mortgage is satisfied of record. If any portion of said indebtedness or any provision of this instrument shall be held invalid for any reason, it is the intent of the parties that such portion shall be severable, and such invalidity shall not affect the remainder of said indebtedness of this Mortgage.

3.12 Greater Estate. If Mortgagor is or becomes the owner of a leasehold estate with respect to any portion of the Premises and, prior to the satisfaction of said indebtedness and the cancellation of the Mortgage of record, Mortgagor obtains a free estate in such portion of the Premises, then, such fee estate shall automatically, and without further action of any kind on the part of Mortgagor, be and become subject to the security of this Mortgage.

3.13 Alternative Action. Mortgagee shall have the right from time to time to sue for any sums, whether interest, principal or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against the Mortgagor, including an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

3.14 Interest. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the indebtedness.

3.15 Release. Any provisions herein concerning partial release from this instrument shall be contingent upon the Mortgagors being in compliance with all the terms of the Loan Documents and being current under the terms of the indebtedness secured hereby.

3.16 Prepayment. Prepayment of the indebtedness, in whole or in part, can be made at any time on any payment date provided 30 days' notice of such shall first be given, however, any such prepayment shall not disturb the continuity of subsequent monthly installments and shall be applied to principal.

<Signatures Next Page>

IN WITNESS WHEREOF, this Mortgage has been duly executed and sealed by Mortgagor the day and year first above written.

Witnesses:

MORTGAGOR:

TURNER DEVELOPMENT, LLC (SEAL)

Marigene Bethen
Witness No. 1

By: [Signature]
Tracey Turner, as its Member

[Signature]
Notary Publicas Witness No. 2

STATE OF South Carolina)
COUNTY OF Aiken)

PROBATE

PERSONALLY appeared before me Marigene Bethen (witness 1) and made oath that he saw the within named sign, seal and as his act and deed, deliver the within written deed, and that he with the other witness whose name is subscribed above, witnessed the execution thereof, and that the subscribing witness is not a party to or beneficiary of the transaction.

SWORN TO AND SUBSCRIBED BEFORE ME)

this 10th day of December 2025.

[Signature]
Notary Public, EXP 04-30-2025



Marigene Bethen
Witness

PROMISSORY NOTE

\$600,000.00

AIKEN, SOUTH CAROLINA
EFFECTIVE SEPTEMBER 21, 2022

FOR VALUE RECEIVED, TURNER DEVELOPMENT, LLC (the "Maker") promises to pay to the order of W. MELISSA ODEN REVOCABLE TRUST ("Payee" and sometimes, together with any other holder of this Promissory Note, called "Holder") at the address set forth below, the principal amount of SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00), bearing interest at a rate of EIGHT PERCENT (8%) per annum, payable in US Dollars on or before October 1, 2026. The amount of the final payment due will be equal to the then outstanding principal together with all accrued and unpaid interest thereon.

Maker may from time to time prepay all or any portion of the principal of this Promissory Note without premium or penalty. All payments of the indebtedness evidenced by this Promissory Note shall be applied first to any accrued but unpaid interest, costs and expenses then due and payable hereunder and then to the principal amount then due and payable.

This Promissory Note is subject to the terms and provisions of that certain Mortgage executed of even date herewith, by and among the Maker and Payee, and all other Loan Documents executed in connection therewith, all of which terms and provisions are incorporated herein by this reference.

The Maker agrees that the occurrence of any one or more of the following shall be deemed an event of default ("Event of Default"):

(a) Failure of Maker to pay any amount due on this Promissory Note on the due date; or

(b) If the Maker shall make an assignment for the benefit of creditors, or shall admit in writing, its inability to pay its debts as they become due, or shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, or shall file any answer admitting or not contesting the material allegations of a petition filed against the Maker in any such proceeding, or shall seek or consent to, or acquiesce in the appointment of any trustee, receiver, or liquidator of the Maker or all or any substantial property of the Maker, or the Maker or its directors or majority stockholders or members shall take any action looking to the dissolution or liquidation of the Corporation; or

(c) If, within 30 days after the commencement of an action against the Maker seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, such action shall not have been dismissed or all orders or proceedings thereunder affecting the operations or the business of the Maker stayed, or if the stay of any such order or proceeding shall thereafter be satisfied or if, within 30 days after the appointment without the consent or acquiescence of the Maker of any trustee,

receiver, or liquidator of the Maker or of all or any substantial part of the properties of the Maker, such appointment shall not have been vacated; or

(d) If a final judgment against which the Maker is uninsured which, together with other uninsured outstanding final judgments against the Maker exceeds an aggregate of \$25,000.00 shall be rendered against the Maker and if, within 30 days after entry thereof, such judgment shall not have been discharged or execution thereof stayed pending appeal; or if within 30 days after the expiration of any such stay, such judgment shall not have been discharged; or

(e) The making of any statement, representation or warranty by the Maker in any writing, at any time furnished by it to the Payee which is untrue in any material respect as of the date made; or

(f) Dissolution, merger, or consolidation, or transfer of a substantial part of the property of the Maker without first obtaining prior written consent from the Payee; or

(g) Default in the performance of any obligation under the terms of this Note or any breach of any part of this Note other than by Payee;

(h) The Maker becoming unable to pay its debts as they mature;

(i) Sale, transfer, or exchange, either directly or indirectly, of a controlling interest in the Maker (other than the sale, transfer, or exchange of a controlling stock interest resulting from death, disability, or termination of employment of a shareholder of the Maker);

(j) Default by Maker under any obligation with any commercial lending institution if as a result of such default, such lending institution declares, or could declare such obligation to such lending institution immediately due and payable.

The Payee or Holder may, at its option, without further notice or demand upon an Event of Default, (i) declare the outstanding principal balance due and payable, (ii) pursue any and all other rights, remedies and recourses available to the Payee or Holder, at law or in equity, or (iii) pursue any combination of the foregoing. Without limitation of the foregoing, upon the occurrence of an Event of Default, all of the indebtedness evidenced hereby shall thereupon be immediately due and payable, without presentment, demand, protest, notice of protest, declaration or notice of acceleration or intention to accelerate, or any other notice or declaration or act of any kind, all of which are hereby expressly waived by Maker.

The failure to exercise the option to accelerate the maturity of this Promissory Note or any other right, remedy or recourse available to the Payee or Holder upon the occurrence of an Event of Default hereunder shall not constitute a waiver of the right of the Payee or Holder to exercise the same at that time or at any subsequent time with respect to such Event of Default or any other Event of Default. The rights, remedies and recourse of the Payee or Holder, as provided in this Promissory Note, shall be cumulative and concurrent and may be pursued separately, successively or together as often as occasion therefore shall arise, at the sole discretion of the Payee or Holder. The acceptance by the Payee or Holder of any payment under this Promissory Note which is less

than the payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of or impair, reduce, release or extinguish any right, remedy or recourse of the Payee or Holder, or nullify any prior exercise of any such right, remedy or recourse.

If this Promissory Note is placed in the hands of an attorney for collection, or is collected in whole or in part by suit or through probate, bankruptcy or other legal proceedings of any kind, Maker agrees to pay, in addition to all other sums payable hereunder, all Payee's or Holder's costs and expenses of collection, including but not limited to fifteen percent (15%) of the outstanding principal and interest in attorneys' fees.

Notices. Any notice permitted to be given pursuant to this Agreement shall be in writing and shall be deemed received when delivered by hand delivery, by United States mail, certified, postage prepaid or return receipt requested, or when sent by overnight express carrier (e.g. Federal Express, UPS, etc.) with a request that the addressee sign a receipt evidencing delivery, to the following persons at the indicated addresses:

To Payee: W. Melissa Oden Revocable Trust
c/o W. Melissa Oden
260 East Shoreline Drive
North Augusta, SC 29841

With Copy to: Fulcher Hagler, LLP
Attn: Kyle Waddell, Esq.
One 10th Street, Suite 700
Augusta, GA 30901

To Maker: Turner Development, LLC
c/o William T. Jones, Esq.
1100 Peachtree Street, NE
Atlanta, GA 30309

Either party may, at any time, designate by written notice to the other party a change in the above address or addresses, but such change shall be binding upon the person to whom it is sent only from and after the date of receipt by such person. Notice shall be effective upon delivery. Refusal, failure to claim, or inability to deliver to the address stated shall be equivalent to delivery.

The Maker and any and all endorsers of this Promissory Note severally waive presentment for payment, notice of nonpayment, protest, demand, notice of protest, notice of intent to accelerate, notice of acceleration and dishonor, diligence in enforcement and indulgences of every kind and without further notice hereby agree to renewals, extensions, exchanges or releases of collateral, taking of additional collateral, indulgences or partial payments, either before or after maturity.

This note has been executed under, and shall be construed and enforced in accordance with, the laws of the State of South Carolina.

THIS PROMISSORY NOTE, THE MORTGAGE AND THE OTHER LOAN DOCUMENTS EXECUTED IN CONNECTION THEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

MAKER:

TURNER DEVELOPMENT, LLC (SEAL)

By: 

Tracey Turner
As its Member

Payee Address:
260 East Shoreline Drive
North Augusta, SC 29841

PROTEST ENDORSEMENT

ATTACHED TO AND MADE PART OF ALL EXECUTED DOCUMENTS

Promissory Note and Mortgage executed December 10, 2025

Case No. 2024-CP-02-00667

Fuse 10, LLC v. Turner Development LLC, et al.

The undersigned hereby signs the attached instruments UNDER PROTEST, SOLELY TO COMPLY with the Judgment and Decree of Foreclosure issued by the Honorable M. Anderson Griffith, Master in Equity, on November 14, 2025, in Case No. 2024-CP-02-00667.

SPECIFIC PROTEST REGARDING THE MORTGAGE

The Mortgage is signed under SPECIFIC PROTEST regarding its legal description.

Statement of Dispute: .

1. The Joint Venture Agreement dated September 20, 2022, between the parties, limits the security interest to "Phase I and Phase II land" of the Weeping Willows Development.
 2. The Mortgage presented for execution contains a legal description that is broader and different from the property described in the Joint Venture Agreement.
 3. The undersigned does NOT concede that this Mortgage correctly describes, accurately identifies, or validly encumbers the intended property.
 4. The undersigned disputes the enforceability of the Mortgage as written, based on the discrepancy between the legal description in the Mortgage and the limited scope of the Joint Venture Agreement.
-

RESERVATION OF ALL RIGHTS

These signatures are made WITHOUT WAIVING ANY RIGHTS, including but not limited to:

1. All rights to appeal the underlying Judgment and orders;
2. All defenses to enforcement of the Note, Mortgage, and Guaranty;

3. The right to challenge the validity, accuracy, or enforceability of these instruments;
 4. The right to argue that the Mortgage contains an incorrect legal description;
 5. The right to challenge the legal description's conformity with the Joint Venture Agreement;
 6. The right to argue that the Mortgage is unenforceable due to the discrepancy in legal descriptions;
 7. The right to appeal the underlying Order requiring the execution of these documents;
 8. The right to seek relief from the judgment pending the outcome of the appeal;
 9. All other appellate rights and defenses now available or which may become available;
 10. The right to demand that these documents be held in the Clerk's custody pending appeal, as provided by South Carolina Code § 18-9-150.
-

CONDITIONAL EXECUTION

This execution is **CONDITIONAL UPON** the following:

1. These documents are being executed solely to comply with the Court's Order dated November 14, 2025, and to avoid contempt of court.
2. This execution shall **NOT** be construed as a voluntary agreement, waiver, or acknowledgment of:
 - The validity of the underlying judgment;
 - The enforceability of the Note or Mortgage;
 - The accuracy of any legal description;
 - The correctness of the debt calculation;
 - Any other claim or defense raised in the appeal.
3. These documents are being deposited with the Clerk of Court pursuant to South Carolina Code § 18-9-150, to be held pending the outcome of the appeal filed December 10, 2025.

4. Upon filing of the Notice of Appeal, execution of the judgment requiring delivery of these documents is automatically stayed.

SIGNATURE BLOCK

TRACEY D. TURNER, Acting on his own behalf and on behalf of his interests in TURNER DEVELOPMENT LLC:

Signature: 

Print Name: TRACEY D. TURNER

Date: December 10, 2025

Address: 2901 North Capitol Street, NW
Washington, District of Columbia 20002

Phone: (202) 288-2128

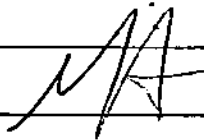
Email: traceyturner@turnerdevelopmentllc.com

NOTARIZATION

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN [or appropriate county]

Before me, the undersigned authority, personally appeared Tracey D. Turner, known to me to be the person whose name is signed above, and being duly sworn, deposes and says that he executed the foregoing PROTEST ENDORSEMENT with full knowledge of its contents and understanding of his rights and obligations.

Witness my hand and official seal, this 10th day of December, 2025.



Notary Public for South Carolina

My Commission Expires: 04-30-2031

Commission Number: N/A



INSTRUCTION TO CLERK

This Protest Endorsement shall be permanently attached to both the original Promissory Note and the original Mortgage and shall be made part of the court file. These documents shall be held by the Clerk of Court in accordance with South Carolina Code § 18-9-150, pending resolution of the appeal.

December 10, 2025

Clerk of the Court of Appeals
South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

RECEIVED

DEC 10 2025

SC Court of Appeals

RE: NOTICE OF APPEAL

Case No. 2024-CP-02-00667

Fuse 10, LLC v. Turner Development LLC, et al.

Aiken County Court of Common Pleas

Dear Clerk:

Please find enclosed the following documents for filing in the above-referenced appeal:

ENCLOSURES:

1. NOTICE OF APPEAL (original, signed by Tracey D. Turner, Pro Se)
 2. PROOF/CERTIFICATE OF SERVICE (showing service on all counsel)
 3. Copies of Orders Appealed From:
 - Judgment and Decree of Foreclosure (signed November 14, 2025)
 - Order: The Case Company of SC LLC (signed November 14, 2025)
 - Judgment of Foreclosure and Sale, Claim Deficiency Judgment Demanded (signed November 14, 2025)
 4. FILING FEE: Check #978 in the amount of \$250.00, made payable to "Clerk of Court of Appeals"
-

CASE INFORMATION:

- Lower Court Case No.: 2024-CP-02-00667
- County: Aiken County
- Judge: The Honorable M. Anderson Griffith, Master in Equity

- Appellant: Tracey D. Turner (Pro Se)
- Respondents: Fuse 10, LLC; The Case Company of SC LLC; W. Melissa Oden, as Trustee
- Date of Entry of Judgment: November 14, 2025
- Date of Notice: November 14, 2025

This Notice of Appeal is timely filed within thirty (30) days of notice of entry as required by Rule 203(b)(1), South Carolina Appellate Court Rules.

FILING INSTRUCTIONS:

Please electronically file this Notice of Appeal and docket this case in the South Carolina Court of Appeals. Upon receipt of this filing and the filing fee, please provide written acknowledgment of receipt and the assigned appellate case number.

CONTACT INFORMATION:

Tracey D. Turner
2901 North Capitol Street, NW
Washington, District of Columbia 20002
Phone: (202) 288-2128
Email: traceydtturner@turnerdevelopmentllc.com

Respectfully submitted,



Tracey D. Turner
Pro Se Appellant

December 10, 2025

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED

DEC 10 2025

SC Court of Appeals

APPEAL FROM AIKEN COUNTY

Court of Common Pleas, Second Judicial Circuit

The Honorable M. Anderson Griffith, Master in Equity

Case No. 2024-CP-02-00667

TRACEY D. TURNER, Individually,

Appellant,

v.

FUSE 10, LLC,

THE CASE COMPANY OF SC LLC, and

W. MELISSA ODEN, as Trustee of the W. Melissa Oden Revocable Trust,

Respondents.

NOTICE OF APPEAL

TRACEY D. TURNER, Appellant, hereby appeals to the South Carolina Court of Appeals from the following final Order(s) and Judgment(s) of the Honorable M. Anderson Griffith, Master in Equity:

1. "Judgment and Decree of Foreclosure" (electronically filed and signed November 14, 2025);
2. "Order: The Case Company of SC LLC" (electronically filed and signed November 14, 2025); and
3. "Judgment of Foreclosure and Sale, Claim Deficiency Judgment Demanded" (electronically filed and signed November 14, 2025).

Appellant received written notice of entry of these orders/judgments on November 14, 2025. This Notice of Appeal is filed within thirty (30) days of notice of entry as required by Rule 203(b)(1), South Carolina Appellate Court Rules (SCACR).

GROUND FOR APPEAL

Appellant challenges the above-referenced judgments on the grounds that:

1. The Court erred in granting summary judgment without proper consideration of Appellant's defenses;
2. Appellant disputes the legal description of the mortgaged property and its conformity with the underlying loan documents;
3. Appellant challenges the enforceability of the mortgage and guaranty as applied to Appellant;
4. Appellant disputes the calculation of the debt and accrued interest;
5. The Court erred in awarding attorney's fees and costs.

Appellant reserves the right to raise additional grounds for appeal in the Brief on Appeal.

CERTIFICATE OF SERVICE

I, Tracey D. Turner, hereby certify that on December 10, 2025, I served a true and correct copy of the foregoing NOTICE OF APPEAL upon all counsel of record listed below via electronic mail (email) and first-class United States Mail, postage prepaid:

Service List:

- Mark S. Sharpe, Esq.
(Attorney for Fuse 10, LLC)
Mark.sharpe@butlersnow.com
25 Calhoun Street, Suite 250, Charleston, SC 29401
- Christopher L. Boguski, Esq.
(Attorney for The Case Company of SC LLC)
cboguski@robinsongray.com
P.O. Box 11449
Columbia, SC 29211

RECEIVED

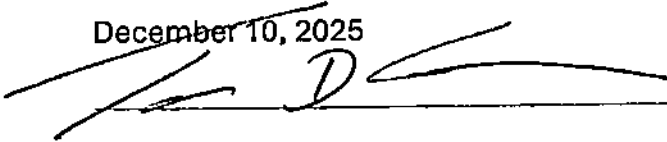
DEC 10 2025

SC Court of Appeals

- David J. Hymel, Esq. and Kyle B. Waddell, Esq.
(Attorneys for W. Melissa Oden, as Trustee)
kwaddell@fulcherlaw.com
Fulcher Hagler LLP
P.O. Box 1477
Augusta, GA 30903-1477

Respectfully submitted,

December 10, 2025



Tracey D. Turner
Appellant, *Pro Se*

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2901 North Capitol Street, NW
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STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Before me, the undersigned authority, personally appeared Tracey D. Turner, known to me to be the Appellant herein, and being duly sworn, deposes and says that he has read the foregoing NOTICE OF APPEAL and that the matters stated therein are true and correct to the best of his knowledge, information, and belief.

Witness my hand and official seal, this 10th day of December, 2025.

[Signature Line]



Notary Public for South Carolina

My Commission Expires: 04-30-2031





The South Carolina Court of Appeals

Tracey D Turner

12/10/2025

RECEIPT #106662

Fee Type:	Case Initiation Fee Filed After 10-15-18
Amount:	\$250.00
Payment Type:	Check
Reference No:	978
Check/Money Order Date:	12/10/2025
Comments:	