

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
CIVIL CASE NO. 2017CP2308016

<p>Wells Fargo Bank, N.A., Plaintiff,</p> <p>v.</p> <p>Michelle Hodges, Individually; Michelle Hodges, as Personal Representative of the Estate of Ruth Ladson Witherspoon, Stanley Witherspoon; SC Housing Corp.; Twin Creeks Homeowners Association, Inc., Defendants,</p>	<p>MOTION TO SET ASIDE AND VACATE FINAL ORDER OF FORECLOSURE AND SALE ENTERED ON DECEMBER 12, 2024 HEARING REQUESTED</p> <p>RECEIVED</p> <p>Dec 29 2025</p>
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SC Court of Appeals

The Defendant, Michelle Hodges, respectfully moves this Honorable Court, pursuant to absence of jurisdictional evidence, Rules 60(b)(1), (b)(2), (b)(3), and (b)(4) of the South Carolina Rules of Civil Procedure, for relief from the Final Order of Foreclosure and Sale entered on December 12, 2024.

I. INTRODUCTION

A. On October 26, 2025, the Movant attempted to file the Final Hearing transcript to be included in the record but was informed that, under the Court's October 6, 2025 Order, no further filings would be accepted by the Greenville County Clerk of Court's office until the Movant's pending appeal with the S. C. Court of Appeals is resolved. This prompted the Movant to take another look at the Final Order in preparation for her pending appeal.

B. Upon review, the Movant learned that the rulings she had planned to attack on appeal were not rulings but were merely observations that consisted of due process concerns, incomplete facts,

and structural issues in the record that must be addressed by the Circuit Court before proceeding on appeal. Given that the Circuit Court's October 6, 2025 Order prevented the movant from filing additional documents, she was placed in a position where her rights could not be fully protected through ordinary proceedings. Therefore, the Movant respectfully asserts that she has acted promptly and within a reasonable time in filing this motion.

C. The Movant respectfully requests that the Court grant relief under Rule 60(b), SCRCF, to address these issues.

II. PROCEDURAL HISTORY

A. On December 22, 2017, Wells Fargo filed its Foreclosure complaint in the Greenville County Court of Common Pleas, asserting it held a purchase-money first lien on the subject property, that was superior to the Movant's interest, that the loan was in default and that the subject property was conveyed to Ruth Witherspoon only.

B. The Movant timely answered, asserting ownership of the subject property via the Special Warranty Deed joint, with her mother and brother and in the alternative, ownership as an Heir. The Movant further asserted that Wells Fargo did not have a lien.

C. On June 10, 2019 Wells Fargo moved for summary judgment, after discovery.

D. On November 21, 2024, at the final hearing the Movant entered the Special Warranty Deed into evidence. The Master in equity read the granting clause and found there was no joint tenancy. When the Movant pointed to the habendum clause, the judge instructed the Movant to move on.

E. On December 12, 2024, the court issued a Final Order of Foreclosure and Sale and found that

Wells Fargo held a purchase money lien on the subject property, that Wells Fargo had standing and that the loan was in default. The Court further found that Wells Fargo complied with HAMP and the Foreclosure Prevention programs. These findings were made with gaps and procedural defects in the record.

III. COURT'S AUTHORITY UNDER RULE 60(b), SCRPC

The decision to grant or deny relief under Rule 60(b) rests within the sound discretion of the trial court and will not be disturbed absent an abuse of that discretion. See *Roche v. Young Bros., Inc. of Florence*, 318 S.C. 207, 209, 456 S.E.2d 897, 899 (1995). Where a court is vested with discretion but fails to exercise it, an error of law has occurred. See *Fontaine v. Peitz*, 291 S.C. 536, 538, 354 S.E.2d 565, 566 (1987). Rule 60(b) is remedial in nature and should be liberally construed to achieve substantial justice. See *Hilton Head Center of South Carolina, Inc. v. Public Service Commission*, 294 S.C. 9, 11, 362 S.E.2d 176, 177 (1987).

IV. GROUNDS FOR RELIEF

A. In relation to Finding of Fact No. 2 — Denial of Ms. Hodges' Motions Factual Gap in the Record — Rule 60(b)(4), SCRPC

Finding of Fact No. 2 states that Ms. Hodges' motions were denied but does not identify which motions were at issue or the reasons for their denial. This omission creates a factual gap in the record and leaves Ms. Hodges without clear notice of the court's determinations or the basis for them. The lack of such notice affects her ability to understand, address, or seek review of the ruling and therefore implicates the fundamental notice and opportunity-to-be-heard protections that underlie due process and provide the basis for relief under Rule 60(b)(4), SCRPC.

B. In relation to Finding of Fact No. 6 Court held, jurisdiction over the Parties Procedural Defect, Rule 60(b)(4), SCRPC

"Finding of Fact No. 6 states that the court has jurisdiction over the parties but does not identify

any evidence connecting the Movant's contacts to Wells Fargo's claim or to this forum. Wells Fargo's motions and pleadings did not present evidence linking the Movant's alleged contacts to its cause of action or to the basis for the court's authority. As a result, the record does not show how the court's assertion of jurisdiction over the Movant satisfies the requirements that are examined when relief is sought under Rule 60(b)(4), SCRCP, including notice, opportunity to be heard, and a sufficient jurisdictional basis."

C. In relation to Finding of Fact No. 7 — Court held, Notice of Hearing Provided Date, Time, and Place Procedural Defect — Rule 60(b)(4), SCRCP

The Circuit Court's Finding of Fact No. 7 states that a Notice of Hearing provided the date, time, and place of the hearing, but it does not identify the date of the Notice being referenced. This omission creates a procedural defect because it deprives the Movant of the ability to verify which Notice the Court relied on and to respond adequately to the Court's ruling. This resulting gap in the record is raised as a basis for relief under Rule 60(b)(4), SCRCP.

D. In relation to Finding of Fact No.8 Court held Wells Fargo complied with HAMP program Procedural Defect - Rule 60(b)(4), SCRCP

The Circuit Court's Final Order includes a finding that Wells Fargo complied with the HAMP program. However, the record shows that Wells Fargo never raised the issue of compliance with the Home Affordable Modification Program (HAMP), which prevented the Movant from presenting a meaningful defense on this material issue and from having notice that this issue would be decided by the Court. This procedural gap in the record implicates due process concerns and is raised as a basis for relief under Rule 60(b)(4), SCRCP.

E. In relation to Finding of Fact No. 9 Court held Wells Fargo complied with Foreclosure Intervention Program -- Procedural Defect — Rule 60(b)(4), SCRCP

The Circuit Court's Final Order states that Wells Fargo complied with the Foreclosure Intervention Program and that the Movant abandoned any claims under this program. However, Wells Fargo never raised the issue of Foreclosure Intervention compliance in any motion, and the transcript of the final hearing is vague on the issue. (See Transcript, Exhibit "A," pp. 41-42, line 15). This gap and procedural defect in the record prevented the Movant from providing a meaningful response and from having notice that this issue would be decided by the Court, and is raised as a basis for relief under Rule 60(b)(4), SCRPC.

2. Continued Procedural Defect - Rule 60(b)(4), SCRPC

a. Wells Fargo and two or more persons misrepresented that the Movant was not the owner nor occupant of the subject property. First, in 2016, Wells Fargo alleged to the County Tax Collector that the Movant was not the owner by paying the tax bill at a 6% rate, when the correct rate was 4% for owner occupied property. (See Tax Bill for 2016, Exhibit "B," top left side 6% \$2,983,32) (Real Property Detail, Exhibit "L" -\$1,070.07 per Tax Collector) Second, Wells Fargo's counsel filed a Certificate in the Circuit Court—directed at Foreclosure Intervention Program eligibility—implying the Movant was neither owner nor occupant while referencing S.C. Supreme Court Administrative Order 2011-05-02-01 (See Certificate of Non-Owner Occupancy Due to Death of Mortgagor, Exhibit "C").

b. Wells Fargo never properly raised the Movant's owner and occupancy status in any motion, leaving a procedural gap that prevented the Movant from providing a meaningful defense or having notice that this issue—central to Foreclosure Intervention compliance—would be decided by the Court. This defect is raised as a basis for relief under Rule 60(b)(4), SCRPC.1.

2. Continued - Misrepresentation — Rule 60(b)(3), South Carolina Rules of Civil Procedure

a. The Movant hereby reiterates and incorporates here by reference all proceeding paragraphs. The procedural defect above, coupled with the misrepresentation that the Movant was not the owner nor occupant of the subject property in relation to South Carolina Supreme Court Administrative Order No. 2011-05-02-01, undermines the integrity of the proceedings and compounded the harm, giving rise to substantive relief.

b. Exhibits

1. Ownership

Exhibit "F": Special Warranty Deed recorded March 29, 2012 in Deed Book: DE 2403 and Page 2222-2223. The granting clause, names Ruth Witherspoon and describes a class of grantees, as Heirs and Assigns. The Habendum clause states, To have and to Hold, unto the grantees as joint tenants and not as tenants in common in fee simple. The Deed reflects that NVR's successors are bound to warrant and defend the title unto the grantees and no others. The Deed reflects no discrepancy as to the four unities, of time, title, interest or possession, concerning the right of survivorship. In the alternative the Movant acquired her ownership as a tenant in common. (already part of record)

2. Ownership - Passing of Movant's Mother (Mrs. Witherspoon)

Exhibit "D" Recorded Death Certificate - Reflects Mrs. Witherspoon passed away on July 5, 2015.

(Newly Discovered Evidence)

3. Publication Notice

Exhibit "R" - Notice to all creditors (Death of Mrs. Witherspoon)

3. Owner Occupancy Requirement

Exhibit "K": - SC Housing Corp., Promissory Note, (Second Mortgage) executed by Ruth Witherspoon, reflects owner occupancy required for 5 years (September 2014 - September 2019) and covers the period in 2016 and 2018 whereby Wells Fargo claimed the subject property was not owned or occupied by the Movant. Note: after Mrs. Witherspoon passed away, SCHelp continued the payments to Wells Fargo on behalf of the Movant.

4. Recorded Compliance of owner occupancy

Exhibit "I": - Satisfaction of SC Housing Corp., Second mortgage, recorded on September 13, 2019, in Book: SAT. 0447, Page: 4267, upon program compliance.

5. DMV Record Residential Address

Exhibit "E": Movant's Certified 10-year DMV record reflects continuous occupancy.

c. Despite the above facts, Wells Fargo filed its Certificate of Non-Owner Occupancy Due to Death of Mortgagor (Exhibit "C") in the Circuit Court on January 2, 2018. However, Wells Fargo never raised the issue of the Movant's ownership or occupancy status in any motion. This omission created a gap and procedural defect in the record, preventing the Movant from providing a meaningful response. This failure misrepresented the Movant's position to the Court and is raised as a basis for relief under Rule 60(b)(3), SCRPC.

3. Continued Surprise — Rule 60(b)(1), SCRPC

The Court noted that Wells Fargo complied with the Foreclosure Intervention Program and that the Movant had abandoned any claims related to this program. These issues were raised for the first time at the final hearing and were never addressed in any motion or pleading, preventing the Movant from providing a meaningful response, and are raised as a basis for relief under Rule 60 (b)(1), SCRPC.

F. In relation to Finding of Fact No. 13 - The Court's Rejection of Joint Tenancy

1. Factual Gap and Procedural Defect -- Rule 60(b)(4), SCRPC

In relation to Finding of Fact No. 13, the court rejected the existence of joint tenancy (See Exhibit "G", p 5 ¶ 13, lines 1-6) The transcript reflects the court's reading of the granting clause of the Special Warranty Deed reorded on March 29, 2012, and the court's acknowledgment that the Movant was not personally liable on the mortgage. (See Transcript - Exhibit "A" - p. 32, lines 5-19, p. 33, line 20 and p. 36, lines 1-15. The Mortgage Mortgage, Exhibit "O" - p. 5, ¶ 12, lines 1-4"similarly states "...any borrower who co-signs this security instrument; but does not execute the note: (b) is not personally obligated to pay the sums secured by the Security Instrument". This incomplete consideration created factua gap and procedural defect in the

record and deprived the Movant of an opportunity to respond to the Court's ruling. This omission warrants relief under Rule 60(b)(4), SCRCF.

2. Continued Gap in the record — Rule 60(b)(4)

Wells Fargo never raised the Movant's ownership status in any motion, preventing assertion of S.C. Code § 62-3-1006. After the Court determined that the subject property was not held in joint tenancy, it failed to address the Movant's ownership rights under a tenancy in common and applicable law. For example, S.C. Code § 62-3-1006 requires a creditor of a decedent to bring a claim against a distributee within one year after the decedent's death. Mrs. Witherspoon passed away on July 5, 2015, and Wells Fargo filed its complaint on December 22, 2017 (See Final Order, Exhibit "G," page 5, paragraph 18, line 1 and page 1 background, line 1). The Court's failure to analyze this right left a procedural gap in the record that prevented the Movant from adequately responding and from having notice that this issue would be decided without consideration of § 62-3-1006, and is raised as a basis for relief under Rule 60(b)(4), SCRCF.

H. In relation to Finding of Fact No. 14, the Court held, Wells Fargo has standing

1. Procedural Defect — Rule 60(b)(4), SCRCF

The Court's finding that Wells Fargo has standing is not tied to evidence that Wells Fargo had actual possession of both the note and mortgage at the time the complaint was filed. This omission created a factual gap and procedural defect in the record that prevented the Movant from providing a meaningful response to the Court's ruling and from having notice that standing would be decided without evidence of note and mortgage possession, and is raised as a basis for relief under Rule 60(b)(4), SCRCF.

2. Continued Misrepresentation under Rule 60(b)(3), SCRCF

The Complaint states that Wells Fargo holds a purchase money first lien on the subject property.

(See Complaint, Exhibit "H" p. 2, ¶ 10, line 1-3) This statement is identified as a misrepresentation for purposes of Rule 60(b)(3) because there is an absence of attachments demonstrating that Wells Fargo originated or holds a purchase-money security interest in the subject property. This omission left a factual gap and procedural defect in the record, preventing the Movant from providing a meaningful response and warranting relief under Rule 60(b)(3), SCRPC

I. In relation to Finding of Fact No. 15, the Court held, Wells Fargo holds a purchase money first lien.

1. Mistake ---Rule 60(b)(1), SCRPC.

Although the Court found that Wells Fargo holds a purchase money first lien, public records show that the SC Housing Corporation second lien on the subject property was satisfied on September 13, 2019 (Book: SAT. 0447, Page: 4267; see Satisfaction, Exhibit "I"). This factual oversight constitutes a mistake in the application of lien priority, because priority exists only relative to other liens and no other liens remained at the time, and the Final Order was entered without notice or consideration of the satisfaction, preventing the Movant from providing a meaningful response to the Court's ruling and warranting relief under Rule 60(b)(1), SCRPC.

2. Continued Mistake - Rule 60(b)(1), SCRPC

This oversight, in addition to the previously noted factual error regarding lien priority, prejudiced the Movant's right to take the subject property free of any claimed encumbrance as a remaining joint tenant, with the right of survivorship. In the alternative the Movant was prevented, from asserting her rights under S. C. Code Ann. 62-3-1006, which limits a Decedent's creditor to file its action not more than 12 months after the Decedent's death. This error in law prevented the movant from asserting her rights, warranting relief Rule 60(b)(1), SCRPC.

3. Continued -Procedural Defect - Rule 60(b)(4), SCRCF

Wells Fargo never provided any evidence that it held both the note and mortgage at the time the Complaint was filed. This omission, prevented the Movant from providing a meaningful response, warranting relief under Rule 60(b)(4), SCRCF.

4. Continued - Misrepresentation – Rule 60(b)(3), SCRCF

Wells Fargo misrepresented that it holds a purchase money first lien and that it should be declared to hold a purchase-money first lien (See Complaint, p. 2, ¶ 10, lines 1-3 & p. 4 prayer ¶ 2), . Wells Fargo knew that this representation was false, because it could not provide proof that it held both the note and mortgage at the time it filed the complaint. This omission created a factual gap in the record, preventing the Movant from providing a meaningful response and warranting relief under Rule 60(b)(3), SCRCF.

J. In relation to Finding of Fact No. 20 - The Court Noted a default as of May 1, 2017

1. Factual Gap and Procedural Defect -- Rule 60(b)(4), SCRCF

The Circuit Court noted a default as of May 1, 2017. The Complaint stated the loan was in default as of that date. (See Complaint, shown as "H", p. 3, ¶ 12, lines 2-3) However, Wells Fargo never raised the default in relation to the note and mortgage in any motion, creating a factual gap and procedural defect in the record, preventing the Movant from providing a meaningful response, warranting relief under Rule 60(b)(4), SCRCF.

2. Continued misrepresentation - Rule 60(b)(3), SCRCF

a. The Complaint stated the loan was in default as of May 1, 2017 and that the terms and conditions of the note and mortgage have been broken. (See Complaint, Exhibit "H", p. 3, ¶ 12, lines 2-3) The Complaint implied that the terms and conditions were broken by the Movant/Defendant. However, Wells Fargo never raised the default in relation to the note and

mortgage in any motion, creating a factual gap and procedural defect in the record, preventing the Movant from providing a meaningful response. This omission of material, complete, and accurate information, prevented the movant from providing a meaningful response, thereby warranting relief under Rule 60(b)(3), SCRCF.

K. In relation to Finding of Fact No. 26, the Court stated that any junior interests or liens would be eliminated by a proper foreclosure sale --

1. Procedural Defect and Gap in the Record – Rule 60(b)(4), SCRCF

The Court did not identify which liens were junior, nor did it address the Movant's ownership rights in relation to those liens. This omission created a gap in the record and prevented the Movant from providing a meaningful response to the court's ruling, warranting relief under Rule 60(b)(4), SCRCF.

2. Continued Misrepresentation of Lien and Priority – Rule 60(b)(3), SCRCF

Wells Fargo's Complaint states that it has a lien on the subject property and that the Movant's interest is junior to its mortgage lien (Exhibit "H," p. 3, ¶ 17, lines 1-5). These representations were false as a matter of record, because the priority of a purchase money mortgage applies only relative to other liens arising through that mortgage, and no other liens existed at the time of the Foreclosure Order—the SC Housing Corp. second mortgage was satisfied per public records on September 13, 2019 (Book: SAT. 0447, Page: 4267; see Satisfaction, Exhibit "I"). Additionally, Wells Fargo never provided evidence in any motion proving it held both the note and mortgage at filing, creating a factual gap that prevented the Movant from providing a meaningful response, warranting relief under Rule 60(b)(3), SCRCF.

3. Continued Misrepresentation - Ruled 60(b)(3), SCRCF

Wells Fargo's conclusory statement that its lien has priority over the Movant's ownership interest

misled the court. The court did not determine the movant's rights in the property and no evidence was provided in any motion showing that Wells Fargo held both the note and mortgage at the time the complaint was filed. This omission created a procedural defect and a misrepresentation in the record, preventing the movant from providing a meaningful response and warranting relief under Rule 60(b)(3), SCRCP.

L. In relation to Finding of Fact No. 13 – The Court’s Rejection of Joint Tenancy Rule

1. Newly Discovered Evidence 60(b)(2), SCRCP — Newly Discovered Evidence

a. The recorded Death Certificate of Mrs. Witherspoon, which was not previously available, was recorded on January 23, 2025 (see Recorded Death Certificate, Exhibit "D"). This document is central to determining the Movant's ownership rights and the transfer of the property, which directly affects the validity of the foreclosure proceedings. Without factoring in Mrs. Witherspoon's Death Certificate, there is a gap in the record, warranting relief under Rule 60(b)(2), SCRCP, to prevent manifest injustice.

b. The Final Hearing Transcript records no testimony or offer of evidence that Wells Fargo held both the note, including endorsements (Exhibit "N") and mortgage (Exhibit "O") at the time the Complaint was filed (see Transcript, Exhibit "A" p. 10 - 17, line 20). The Transcript also does not include a full construction of the Special Warranty Deed before the Court found that the Deed did not provide for joint tenancy, nor does it reflect any determination of the Movant's ownership rights if the property was instead held as tenancy in common. (See p. 35, lines 2-18. These unresolved issues warrant relief under Rule 60(b)(2), SCRCP, to ensure an accurate determination of the Movant's rights.

M. Failure to Incorporate substantive ruling/Summary Judgment in Final Order

Procedural Defect – Rule 60(b)(4), SCRCP

Wells Fargo never referenced or incorporated into the Final Order any evidence from the summary judgment stage showing that it held both the note and mortgage when it filed the complaint. Further, the Final Order makes no reference to, nor adopts, any findings or conclusions from the summary judgment order or witness testimony at the final hearing showing that Wells Fargo held both the note and mortgage at filing. This omission left the Movant without an opportunity to provide a meaningful defense, creating a procedural defect in the record that renders the final judgment procedurally unsupported, warranting relief under Rule 60(b)(4), SCRCF.

N. Procedural Defect - Rule 60(b)(4), SCRCF (Motion for Emergency Stay)

The Movant filed an Emergency Motion for stay pending appeal, including requests for a hearing and a 14-day restraining order to prevent irreparable harm. The Movant also filed a Motion for Leave to file a Proposed Seventh amended answer. However, the Circuit Court issued a general denial of the motion on September 15, 2025 without ruling on the merits on either motion (see Order dated September 15, 2025, Exhibit "I"). This left the Movant without an opportunity to meaningfully respond to the Court's ruling; such a general denial, absent a substantive ruling, constitutes a procedural defect that deprives the Movant of due process and warrants relief under Rule 60(b)(4), SCRCF, as it renders the Court's order void for lack of proper adjudication on the motion's merits.

O. Defect in compliance - Procedural Defect - Rule 60(b)(4), SCRCF/Mistake Rule 60(b)(1)

1. Wells Fargo never provided proof that it had the legal right to pursue the note under South Carolina Code Ann. § 62-3-803 or its right to foreclose under § 62-3-1006. By failing to demonstrate its authority, Wells Fargo deprived the movant of the opportunity to mount a

meaningful defense. These omissions constitute a fundamental procedural defect in the record, leaving the final order unsupported and warranting relief under Rule 60(b)(4), SCRCP.

2. Further, the above omissions, render the Final Order incomplete and unsupported, warranting relief under rule 60(b)(1), SCRCP.

V. NO PREJUDICE TO WELLS FARGO

A. No Prejudice from Accountability

Granting this motion imposes no prejudice on Wells Fargo, as it would simply require Wells Fargo to be held accountable for its actions and to provide due process to the Movant.

B. Procedural Gaps Warrant Relief

The Movant has identified procedural gaps and omissions that prevented a full and fair determination of the parties' evidence and rights. Rule 60(b), SCRCP, permits relief where such gaps or oversights undermine the accuracy or completeness of the judgment. The Court's Final Order and general denial of motions without substantive rulings on the merits left portions of the record unresolved. Relief is therefore warranted to ensure the record accurately reflects the matters presented and complies with due process.

VI. CONCLUSION

For the foregoing reasons, the Movant respectfully requests that the Court grant relief under Rule 60(b), taking into account the procedural defects, misrepresentations, and newly discovered evidence presented in the exhibits above. These matters demonstrate that the Movant's rights to a fair and accurate adjudication were affected, warranting the relief sought.

VII. DECLARATION OF MOVANT

I Michelle Hodges, Movant in the above-captioned matter, certify and declare under the penalty

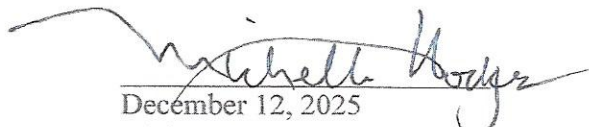
of perjury under the laws of the State of South Carolina that the forgoing statements and allegations contained in this Motion to Vacate are true and correct to the best of my knowledge, information and belief.

VIII. WHEREFORE

A. The Movant has fully set forth this motion and prays:

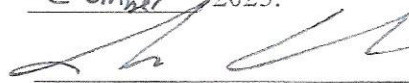
1. That this Court vacate the Final Order of Foreclosure and Sale entered on December 12, 2024;
2. That this Court reconsider the enforceability of the mortgage in light of Wells Fargo's claim being barred after July 5, 2016 under S. C. Code Ann. § 62-3-1006 and Wells Fargo's prior concession regarding the note and its failure to produce the evidence that it held both the note and mortgage, when it filed the complaint;
3. That this Court reconsider whether a valid default occurred;
4. That this Court consider newly discovered evidence of Mrs. Witherspoon's Death Certificate and Transcript of Final Hearing;
5. That this Court grant such other and further relief as this Court deems just and proper to ensure the protection of Defendant's property and due process rights.

Respectfully submitted,

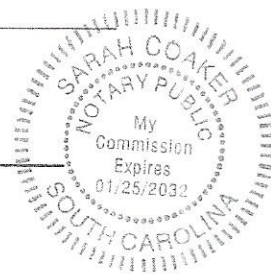


December 12, 2025
Michelle Hodges, Defendant Pro Se
6 Young Harris Dr
Simpsonville, SC 29681
michellehodges938@gmail.com
864-692-3748

Sworn/affirmed before me this 12 day of
December 2025.


(Notary Public/Clerk of Courts)

my commission expires
01/25/2032



**IX. EXHIBIT LIST
FOR MOTION TO VACATE**

A. Exhibits and offer of proof: the Movant submits Alphabetical Exhibits A through Q that are attached to this motion, except as otherwise noted:

1. **Exhibit "A":** - Final Hearing Transcript (newly discovered), Re: 1. Foreclosure Intervention (pp. 41-42, line 15) showing the Court determined no joint tenancy, after only reading the granting clause (p. 36, lines 1-2). Showing Transcript was vague as to Administrative Orders and does not support a finding that Wells Fargo complied with Hamp and Foreclosure Intervention programs (p. 41 - 42, line 15). And showing the hearing was devoid of any evidence or witness testimony that Wells Fargo held both the note and mortgage at the time of filing the complaint.
2. **Exhibit "B":** - Tax Bill (2016): reflecting Wells Fargo payment at the 6% non-owner occupied rate (top left of form) and noting the County's inquiry in the last box on the right: "Ruth Witherspoon, your property is assessed at 6%, if this is your the legal residence contact real property services. (see also Exhibit "R") (tax bill already part of record)
3. **Exhibit "C":** - Certificate of Non Owner Occupancy Due To Death Of Mortgagor directed at the S. C. Supreme Court Administrative Order 2011-05-02-01, implies that Movant is not the owner nor occupant of the subject property, filed in the circuit court on January 2, 2018, just 3 weeks after the Complaint was served on the Movant, at the subject property address. (already part of record)
4. **Exhibit "D"** Death Certificate (unrecorded and time stamped by Wells Fargo's fax - July 11, 2016 (attached to Wells Fargo's Reply in support of MSJ as Exhibit "B") (newly discovered - Recorded Death Certificate of Ruth Witherspoon Exhibit "D1" further evidences her passing on July 5, 2015.
5. **Exhibit "E":** Movant's Certified 10-year DMV record supporting continuous occupancy, back to 2012. (already part of record)
6. **Exhibit "F":** Special Warranty Deed recorded March 29, 2012 in Deed Book: DE 2403 and Page 2222-2223. The granting clause, names Ruth Witherspoon and describes a class of grantees, as Heirs and Assigns. The Habendum clause states, To have and to Hold, unto the grantees as joint tenants and not as tenants in common in fee simple. Further, the Deed does not reflect any discrepancies as to the four unities, of time, title, interest or possession, concerning the right of survivorship. (already part of record)
7. **Exhibit "G":** - Final Order of Foreclosure and Sale entered on December 12, 2024.

8. **Exhibit "H"**: - Complaint, shows filed December 22, 2017, reflects Wells Fargo's claim of a purchase money first lien (p.2, ¶ 10, lines 1-3), claimed a default p. 3, ¶ 12, lines 2-3), and claimed that the Movants ownership interest is junior to its lien p. 3, ¶ 17, lines 1-5).
9. **Exhibit "I"**: - Satisfaction of SC Housing Corp., Second mortgage, recorded on September 13, 2019, in Book: SAT. 0447, Page: 4267, reflecting satisfaction of lien, supports no other lien existed, when the Court ruled that Wells Fargo held a purchase money first lien.
10. **Exhibit "J"**: Escrow Analysis dated April 5, 2017 reflects a) Wells Fargo's overpayment to the County Tax Collector at the 6% rate (2,983.32 - p. 3, Part 4, line 14); b) Wells Fargo's claimed shortage \$3,249.95 (p. 1); c) it had sufficient funds (\$1,253.61 - p. 3 part 4, column - "Actual Escrow Balance" line 8), to cover \$1,070.07 ((See Exhibit "L"); d) The Complaint (Exhibit "H") states, "conditions of the note and mortgage have been broken:" (p. 3, lines 7-8). The Final order (Exhibit "G") reflects no relief is being sought against the Movant. (p. 1, footnote).
11. **Exhibit "K"**: - SC Housing Corp., Promissory Note, showing owner occupancy required for 5 years (September 2014 - September 2019) and covers the period in 2016 and 2018 claims by Wells Fargo, that the subject property was not owned nor occupied by the Movant.
12. **Exhibit "L"**: - Greenville County Real Propety Details (pulled September 29, 2025), (p. 1, reflects details for tax year 2016, including map reference number, owner - Ruth Witherpoon, subject property address, class - Legal Residence and tax amount \$1,070.07, p. 2 line 2) (see Exhibit "J")
13. **Exhibit "M"**: - October Mortgage Statement (2016) , showing Wells Fargo had on hand \$1,253.61, to cover the tax obligation of \$1,070.07.
14. **Exhibit "N"**: - NVR Promissory Note - reflects that only Ruth Witherspoon executed the note and no endorsements are tied to the complaint filing.
15. **Exhibit "O"**: - Mortgage (p. 2, ¶ 2, lines 1-2, states "if the amounts of funds held by the lender at any time are not sufficient to pay the Escrows Items when due, Lender may notify the Borrower and require the Borrower to make up the shortage, as permitted per RESPA". The Movant as an heir and occupant of subject property is protected as the borrower under the Garn St. Germain Depository Institutions Act 12 U.S.C. § 1701j-3(d)(8).
16. **Exhibit "P"**: - The Circuit Court's September 15, 2025 General Denial of the Movant's Emer-gency Motion for a Stay.
17. **Exhibit "Q"**: - Wells Fargo loan history/Proof of Claim filed with the US Bankruptcy Court, demonstrates that Wells Fargo did not properly credit payments to the escrow account and the alleged delinquency as of May 1, 2025 is inaccurate.

18. Exhibit "R": - Publication Notice

19. Exhibit "S": - Proposed Order