

**RECEIVED**

**Dec 29 2025**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge  
Charles B. Simmons, Jr., Master in Equity Judge

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Appellate Case No. 2024-002207  
Circuit Case No. 2017-CP-2308016

Wells Fargo Bank, N. A. Plaintiff..... Respondent

v.

Michelle Hodges, Individually and as Personal Representative of the Estate  
of Ruth Ladson Witherspoon; Stanley Witherspoon; SC Housing Corp.; and  
Twin Creeks Homeowners Association, Inc.,.....Defendants,

Of Whom Michelle Hodges, in her Individual capacity, is the Appellant.....Movant

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**MOTION FOR LEAVE TO FILE PROPOSED AMENDED  
EMERGENCY MOTION FOR STAY PENDING APPEAL  
AND ATTACHED  
EXHIBIT "A" PROPOSED AMENDED EMERGENCY  
MOTION FOR STAY PENDING APPEAL**

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COMES NOW the Movant, pro se, and respectfully moves this Honorable Court for leave to amend the Emergency Motion for Stay Pending Appeal filed on December 12, 2025, pursuant to Rule 240, SCACR and Rule 241(d)(4)(C),(d)(5) and (d)(7). This request is made in the interest of clarity and accuracy and to ensure that the Court has before it the most complete and precise presentation of the issues for consideration.

Good cause exists for granting leave to amend. This motion clarifies the procedural posture and refines factual statements to ensure consistency with the record. Granting this request will promote judicial efficiency and avoid any potential confusion in the docket.

The Movant has prepared a Proposed Amended Emergency Motion for Stay Pending Appeal, attached hereto as Exhibit A, for the Court's convenience. No party will be prejudiced by allowing this amendment, and the interests of justice are best served by permitting the amended filing.

WHEREFORE, the Movant respectfully requests that this Honorable Court grant leave to amend and direct that the Proposed Amended Emergency Motion for Stay Pending Appeal be accepted as the operative motion before the Court, together with such other and further relief as the Court deems just and proper.

Respectfully submitted,

  
December 23, 2025  
12/24/25

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

**EXHIBIT "A"**  
**PROPOSED EMERGENCY MOTION**  
**FOR STAY PENDING APPEAL**  
**(not yet signed or notarized)**

The Appellant, Michelle Hodges, respectfully moves this Honorable Court, pursuant to Rules 241(c)(2) and 241(D)(7), SCACR, for an emergency stay of the Final Order of Foreclosure and Sale entered by the Circuit Court on December 12, 2024, to preserve this Court's jurisdiction.

### **AFFIDAVIT OF MOVANT**

This Affidavit is submitted pursuant to Rule 241(d)(4)(A), SCACR, the Appellant provides this affidavit because the factual background contained in this motion includes facts that are in dispute, including: 1. Whether the subject property was held in joint tenancy with the right of survivorship; 2. Whether the Respondent breached the terms and conditions of the note and mortgage. 3. Whether there was a valid default, under the terms of the note and mortgage.

I, Michelle Hodges, hereby certify that the statements made in the factual history are made under the penalty of perjury, under the laws of the United States and the State of South Carolina, and that the statements contained in this affidavit and the factual background are true and correct to the best of my knowledge, information and belief.

### **I. INTRODUCTION**

The Circuit Court entered a separate order on October 6, 2025, prohibiting Appellant from filing further motions in that court, effectively preventing her from seeking post-judgment relief. In these circumstances, appellate intervention is the only means to preserve the status quo and prevent irreparable harm while substantial legal questions remain and material issues have not been fully addressed.

### **II. FACTUAL BACKGROUND**

#### **A. Execution of Note and Mortgage**

On March 28, 2012, Mrs. Ruth Witherspoon, the Movant's mother, executed a Note and Mortgage in favor of NVR Finance Inc. On March 29, 2012 the Mortgage and Special Warranty

Deed were recorded. The Special Warranty Deed 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 does not state any discrepancies in the four unities of time, title, interest and possession in relation to the right of survivorship.

**B. Over 10 years occupying subject property**

The only regular occupants of the subject property located at 6 Young Harris Dr., Simpsonville, SC, were Mrs. Witherspoon, the Movant, and the Movant's minor daughter since 2012. In 2014, the family experienced a significant loss of income, after which Mrs. Witherspoon sought and was approved for financial assistance through SCHelp. Wells Fargo, as the servicing partner to the program, provided the necessary loan and property information to facilitate her eligibility, confirming that the property was owner-occupied and qualified for participation under the program.

**C. Death of Mrs. Witherspoon and Continuation of SCHelp Assistance**

On July 5, 2015, Mrs. Witherspoon passed away. The Movant immediately notified SCHelp of Mrs. Witherspoon's passing. After review, SCHelp determined that, because the Movant was an occupant of the home and a relative of the borrower, the program payments could continue under the original terms of the mortgage, consistent with the protections afforded by the Garn-St. Germain Depository Institutions Act, 12 U.S.C. § 1701j-3(d)(8). SCHelp continued payment assistance through November 2016, and Wells Fargo's loan history shows that payment was made early on October 3, 2016 and processed on October 11, 2016.

**D. Notification to Wells Fargo**

The Movant notified Wells Fargo immediately of Mrs. Witherspoon's passing and of SCHelp's

decision to continue program payments. However, Wells Fargo is showing an actual notice as of July 11, 2016.

At no point did Wells Fargo indicate that the subject property was held in joint tenancy with the right of survivorship. Wells Fargo requested that the Movant provide a copy of any Probate Letters of Appointment, Mrs. Witherspoon's Death Certificate, and a copy of a Deed of Distribution.

#### **E. Escrow Analysis and Demand**

In November 2016, without the Movant's knowledge and before the end of the program on November 30, 2016, Wells Fargo made a payment to the Greenville County Tax Collector in the amount of \$2,983.32. Subsequently, in April 2017, Wells Fargo mailed to the Movant an Escrow Analysis dated April 5, 2017. The Analysis states that there is an escrow shortage and demands a lump sum payment of \$3,249.95, or alternatively, a monthly increase to the escrows of \$423.73 over a 12-month period, totaling \$5,084.76. Both options exceed more than three times the correct tax obligation, as shown below.

#### **F. Greenville County Tax Inquiry**

After months of unsuccessful attempts to reach Wells Fargo's escrow department, the Movant visited the Greenville County Tax Collector's office to determine why the 2016 property taxes were substantially higher than in 2015. During this visit, the Tax Collector inquired whether the Movant was

the owner and occupant of the subject property, requested completion of a Legal Residence Application, and stated that the record could be corrected upon verification that the Movant is the owner and occupant of the property. (See Legal Residence Application.

### **G. Verification of Owner-Occupancy and Tax Correction**

After verifying the Movant's owner-occupancy status via county records, the Tax Collector corrected the records to reflect \$1,070.07 as the actual tax obligation for November 2016. (See Greenville County Property Details, Exhibit "M"). This amount was based on 4% of the assessed value of the subject property, applicable to owner-occupied property. The Movant verified that Wells Fargo's payment had been based on a 6% assessment value, applicable to property not occupied by the owner, despite Wells Fargo having knowledge that the Movant was the owner and occupant of the subject property.

### **H. Mortgage and Mortgage Statements**

The Mortgage reflects that the Borrower does not have to cure a shortage unless the escrow funds on hand are insufficient, and the Movant's rights are protected under the Garn-St. Germain Depository Institutions Act, 12 U.S.C. § 1701j-3(d)(8). Per the October Mortgage statement, Wells Fargo had on hand \$1,253.61, more than enough to cover the correct tax obligation of \$1,070.07. Wells Fargo has continued to send mortgage statements to the Movant and the subject property address.

### **I. Wells Fargo's Escrow Administration and Cessation of payments.**

1. Wells Fargo, a participating partner in the SCHelp, Foreclosure Intervention program, determined the amount of the SC Housing second mortgage, for the subject property. The amount of the second mortgage is reflected in the SC Housing promissory note, which also contains a requirement of five years of owner occupancy, from September of 2014 through September of 2019. Despite Wells Fargo knowledge of this owner occupancy requirement, and its continued receipt of the payments from the SCHelp program for the subject property, in November of 2016; Wells Fargo paid the Movant's property taxes at a non owner occupied rate

of six percent (6%). This action coupled with Wells Fargo's lack of communication, its assertion of an escrow shortage and its demand that the Movant pay amounts exceeding what Wells Fargo had already collected for the escrows, led the Movant to cease all payments until she could understand and reconcile these events.

**J. The County Tax Collector tendered Wells Fargo's Overpayment to the Movant**

After verifying the Movant's application for legal residence, the Tax Collector corrected the tax record to show that Movant was the owner and occupant of the subject property and issued a refund of Wells Fargo's overpayment to the Movant, in the amount of \$1913.25 on June 5, 2017. The Movant tendered the refund back to Wells Fargo in 2 installments, to determine how funds would be applied and prompted communication. The first installment was made in the exact amount of a payment \$1,057.80 on June 17, 2017. That installment was accepted and treated as regular payment including portions going to the escrow, however, nothing toward the purported shortage.

**K. Movant tendered overpayment back to Wells Fargo**

The Movant retained the remainder of the funds believing Wells Fargo would ask for the funds, but no such request was made. After the foreclosure was well underway and at the deposition the Movant explained she was holding the balance to prompt a conversation and the Attorney stated that holding of funds was seen as ratification of Wells Fargo's action. After the movant's appeal was pending, the Movant paid the remaining funds to Wells Fargo in the amount of the \$855.35 which is reflected on Wells Fargo's loan history third line from last line right side. However, the \$855.35 is more prominent as funds received in Wells Fargo's Proof Of Claim, page 6, submitted to the U.S. Bankruptcy Court.

**L. Wells Fargo's Certificate of Non Owner Occupancy and Foreclosure Intervention Program Compliance Issues**

1. Ten (10) days after serving the complaint at the subject property address, Wells Fargo filed a Certificate Of Non Owner Occupancy Due To Death Of Mortgagor, implying that the Movant was not the owner - occupant, of the subject property, for purposes of compliance with the S. C. Supreme Court Administrative Order 2011-05-02-01, which governs communication requirements under the Foreclosure Intervention Program.

2. This Certificate served as the stated basis for Wells Fargo's failure to communicate with the Movant regarding the escrow account and claimed shortage. The Circuit found in its Final Order that Wells Fargo complied with the Foreclosure Intervention Program, when Wells Fargo never raised the issue of compliance in any motion.

M. The record reflects that the issues concerning joint tenancy, the Movant's heirship, the existence or enforceability of any lien, whether the note and mortgage were tied to the filing of the complaint, debt calculations in reference to the terms of the Note and Mortgage have not been addressed. The Movant has since filed a Rule 60(b) motion, a courtesy copy of which has been provided to the Master in Equity Chambers, to address the factual gaps, procedural

defects and due process concerns raised herein. However, pursuant to the Master in Equity's Order no further filings are permitted in the circuit court until the Movant's appeal is resolved. (See Final Hearing Transcript, Exhibit C),

**III. PROCEDURAL HISTORY**

This matter arises from a foreclosure action in the Circuit Court, filed on December 22, 2017.

The Circuit Court entered a final Order, granting judgment of Foreclosure and Sale in favor of Wells Fargo on December 12, 2024. The Movant timely filed a Notice of Appeal with the Circuit Court on December 27, 2024. While the appeal is pending the Movant sought an Emergency Stay of enforcement of the foreclosure judgment to preserve the status quo and prevent irreparable harm during appellate review. The Circuit Court denied the Movant's Emergency Motion for a Stay Pending Appeal on September 15, 2025.

#### **IV. STANDARD GOVERNING STAY**

##### **A. Standard of Review**

1. Under Rule 241(c) of the South Carolina Appellate Court Rules, a stay pending appeal may be granted to preserve the court's jurisdiction and prevent a contested issue from becoming moot. See *Wachesaw Plantation E. Cmty. Servs. Ass'n, Inc. v. Alexander*, 414 S.C. 355, 778 S.E.2d 898 (2015) (foreclosure sale does not moot an appeal; bond requirement is discretionary). The Court of Appeals reviews the denial of a stay for abuse of discretion; thus, the discretionary nature of this review allows the Court to weigh the gaps and defects in the record in determining whether a stay is appropriate.

2. "A failure to exercise discretion amounts to an abuse of that discretion... 'When the trial judge is vested with discretion, but [its] ruling reveals no discretion was, in fact, exercised, an error of law has occurred.'" — *Samples v. Mitchell*, 329 S.C. 105, 112, 495 S.E.2d 213, 216 (Ct. App. 1997); *Fontaine v. Peitz*, 291 S.C. 536, 538, 354 S.E.2d 565, 566 (1987).

##### **B. When Stay Warranted**

A stay pending appeal is warranted where the appeal presents substantial questions of law and fact that,

if determined in the appellant's favor, would require reversal or modification of the judgment below. See *Rutherford v. Great Am. Ins. Co.*, 164 S.C. 112, 162 S.E. 12 (1932).

### **C. Significant Unresolved Issues**

The record in this case demonstrates significant, unresolved issues that go directly to the validity of the underlying foreclosure judgment, including (1) whether the Special Warranty Deed was construed as a whole. (2) whether Wells Fargo possessed a valid and enforceable lien under the Special Warranty

Deed and a valid default under the terms and conditions of the note and mortgage. These questions present more than a mere possibility of success—they establish a substantial foundation for appellate review warranting the preservation of the status quo through a stay.

### **D. Exhibits**

**Exhibit "A"** - Certified copy of the Circuit Court's Order denying the Movant's Emergency Motion for Stay pending Appeal.

**Exhibit "B"** - Copy of the Movants Emergency Motion for Stay pending Appeal.

**Exhibit "C"** - Final Hearing Transcript - discussion of note and mortgage p. 1, 10-17, discussion of joint tenancy p. 33, line 21 - p. 36, line 21)

NOTICE: courtesy copy of the Movant's Motion to Set Aside and Vacate is attached

## **V. GROUNDS FOR STAY**

Although a judgment or sale does not automatically render an appeal moot, a sale of the subject property would permanently alter the status quo and risk irreparable harm, making a stay necessary to preserve this Court's appellate jurisdiction and protect the Movant's interests

pending resolution of the appeal.

#### **A. Likelihood of Success**

The Circuit Court held, It is therefore Ordered, Adjudged and Decreed:

1. Ruling 1: In reference to Rule 53 of the South Carolina Rules of Civil Procedure, the final order of the court was entered.

2. Ruling 2 reflects, The Court held, Plaintiff is entitled to a judgment of foreclosure on the Subject Property under the terms and provisions of the Note and Mortgage, however:

##### **1. Joint Tenancy and Heirship Rights**

The circuit court's determination that no joint tenancy existed was based solely on the granting clause of the deed. The court did not construe the deed as a whole, nor did it address the rights that would flow from the petitioner's status as an heir or distributee. These unresolved issues create substantial gaps in the record and leave open questions critical to the petitioner's legal rights. This procedural defect supports the need for a stay, as enforcement of the foreclosure judgment before these matters are properly considered would cause irreparable harm.

##### **2. Foreclosure and Default Numbers**

Wells Fargo's foreclosure judgment lists the total debt and default dates; however, the calculation of these amounts is premised on conclusions that fail to address entitlement under the mortgage terms. The numbers alone do not reflect whether the petitioner was properly charged, notified, or held accountable according to the governing agreement. Because these essential elements were not addressed, there is a substantial risk that enforcement of the foreclosure could proceed based on an incomplete and potentially inaccurate record.

##### **3. Entitlement Under Terms and Conditions**

The record reflects that Wells Fargo did not demonstrate entitlement under the mortgage's terms

and conditions. The foreclosure judgment omits any analysis of whether Wells Fargo complied with the contractual requirements, including notice and opportunity to cure, leaving the entitlement determination unsubstantiated. These unresolved questions highlight the procedural and substantive defects that make immediate enforcement inappropriate, further justifying the granting of a stay pending appellate review.

### **B. Irreparable Harm**

Irreparable harm will occur if the stay is not granted because the final order remains in full force and

effect, and the plaintiff may proceed with foreclosure. The movant is the sole resident of the property at

all times. South Carolina courts have recognized that losing one's primary residence constitutes a unique and irreparable harm not compensable by money damages. See *East Tower Village v. Dodson*, 323 S.C. 294, 476 S.E.2d 453 (Ct. App. 1996).

### **C. No Adequate Remedy at Law**

No adequate remedy at law exists because monetary damages cannot fully compensate for the loss of procedural protections or property interests. The unique nature of the harm in this case warrants the Court's intervention to preserve the movant's rights. See *East Tower Village v. Dodson*, 323 S.C. 924, 476 S.E.2d 453 (Ct. App. 1996).

### **D. Balance of Harms and Public Interest**

There is no harm to Wells Fargo beyond a mere delay in receiving payment, as evidenced by Wells Fargo's lack of prosecution, since March 24, 2025. In contrast, the movant stands to lose her only residence, where she has lived for over 13 years. (See Exhibit "F"). In *Nken v. Holder*, 556 U.S. 418 (2009), the Supreme Court held that the balance of equities and the public interest

tip strongly in favor of individuals seeking to remain in their homes pending judicial review.

#### **E. Bond Waiver**

The movant respectfully requests that the Court waive any bond requirement. The Court has discretion to grant such a waiver, and good cause exists. Imposing a bond would effectively deprive the movant of meaningful appellate review. The movant is a person of limited means, earning \$2,132 per month, and is prepared to provide proof if the Court deems necessary.

Additionally, due to defending this action and other obligations, the movant faces financial hardship, as evidenced by her recent bankruptcy filings and proof of claim filed by the IRS in the amount of \$18,906, as reflected in the IRS Proof of Claim filed in the bankruptcy case. Requiring a bond under these circumstances would create an economic barrier to justice. South Carolina courts recognize that a bond may be waived where financial hardship would otherwise deny access to appellate review. See *Montgomery v. Montgomery*, 297 S.C. 289, 376 S.E.2d 323 (Ct. App. 1989).

#### **PRAYER FOR RELIEF**

**WHEREFORE**, the movant respectfully restates and reiterates the foregoing and requests that this Honorable Court grant the relief outlined above, including:

##### **Temporary Order**

1. Issuing a temporary order prohibiting any foreclosure-related activity, including advertising, scheduling, or conducting a sale of the subject property, pending this Court's ruling on the present motion;

##### **Stay of Foreclosure**

2. Staying enforcement of the order of foreclosure and sale entered on December 12, 2024, pending resolution of Appellate Case Number 2024-002207 currently pending in this Honorable

Court;

**Bond Waiver**

3. Waiving the requirement of a supersedeas bond in light of: (i) The absence of any valid lien on the subject property; (ii) The movant’s limited financial means, such that imposition of a bond would effectively bar meaningful appellate review; and (iii) The irreparable harm documented herein;

**Abeyance**

4. The Movant is requesting continued abeyance due to: (i) The Movant's current Appeal, Case No. 2024-002207 is pending; (ii) There is a need to maintain the status quo, to prevent foreclosure and (iii) There are ongoing issues. The Movant has filed a Motion to Set Aside and Vacate the final Order of

Foreclosure and Sale with the Master in Equity Chambers as the Movant is unable to filed with the Clerk's office due to the Circuit Court's October 6, 2025 Order, that no further filings are allowed until the Movant's Appeal is resolved;

**Remand**

5. The Movant is requesting a remand: (i) There is a need for the Circuit Court to address the factual gaps, procedural defects, newly discovered evidence and due process concerns, raised in the said

Motion to Set Aside and Vacate, which includes Exhibits (Courtesy Copy with Exhibit list attached so this Honorable Court is aware that the Motion has already been prepared with a proposed order; (ii) The Movant needs this Honorable Court's permission to file the Motion to Set aside and Vacate; and

(iii) This Honorable Court's remand would allow for proper administration of justice;

**Other Relief**

6. Granting such other and further relief as this Court deems just and proper.

Respectfully prepared,

/s/

\_\_\_\_\_  
December 24, 2025  
Michelle Hodges, Appellant, Pro Se  
michellehodges938@gmail.com  
6 Young Harris Dr.

Sworn/affirmed before me this \_\_\_\_ day of \_\_\_\_\_, 2025

Simpsonville, SC 29681  
864-692-3748

\_\_\_\_\_  
(Notary Public/Clerk of Courts)

my commission expires: \_\_\_\_\_

**RECEIVED**

**Dec 29 2025**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge  
Charles B. Simmons, Jr., Master in Equity Judge

Appellate Case No. 2024-002207  
Circuit Case No. 2017-CP-2308016

Wells Fargo Bank, N. A. Plaintiff..... Respondent

v.

Michelle Hodges, Individually and as Personal Representative of the Estate  
of Ruth Ladson Witherspoon; Stanley Witherspoon; SC Housing Corp.; and  
Twin Creeks Homeowners Association, Inc.,.....Defendants,

Of Whom Michelle Hodges, in her Individual capacity, is the Appellant.....Movant

**EXHIBITS FOR  
PROPOSED AMENDED EMERGENCY STAY PENDING APPEAL  
EXHIBIT "A"  
certified copy of Circuit Court's Sept. 15, 2025 order denying  
Movant's Emergency Motion for Stay Pending Appeal  
EXHIBIT "B"  
copy of Movant's Emergency Motion for Stay Pending Appeal  
filed in the Circuit Court  
EXHIBIT "C"  
Final Hearing Transcript**

**EXHIBIT "A"**  
**CERTIFIED COPY OF CIRCUIT COURT'S**  
**SEPTEMBER ORDER - DENYING MOVANT'S**  
**EMERGENCY MOTION FOR STAY**

FORM 4

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

JUDGMENT IN A CIVIL CASE  
 CASE NUMBER 2017CP2308016

Wells Fargo Bank NA

Michelle Hodges

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for:  Plaintiff  Defendant  
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

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

Michele Hodges has filed a multitude of motions since the last Order of this Court being filed February 1, 2025.

The most recent appears to have been filed September 10, 2025. She has also filed appeals and an action in Bankruptcy Court.

To the extent this Court has jurisdiction, any and all motions filed by Ms. Hodges are denied.  
 And It Is So Ordered.

This order  ends  does not end the case.

Additional Information for the Clerk: \_\_\_\_\_

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

ELECTRONICALLY FILED--2025 Sep 15 10:35 AM - GREENVILLE - COMMON PLEAS - CASE#2017CP2308016

Circuit Court Judge 3023 Judge Code 9/15/2025 Date

**For Clerk of Court Office Use Only**

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
ATTORNEY(S) FOR THE PLAINTIFF(S)

\_\_\_\_\_  
ATTORNEY(S) FOR THE DEFENDANT(S)

\_\_\_\_\_  
Court Reporter

\_\_\_\_\_  
- Clerk of Court

**Court Reporter:**

**E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.**

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Greenville Common Pleas

**Case Caption:** Wells Fargo Bank NA vs. Michelle Hodges , defendant, et al  
**Case Number:** 2017CP2308016  
**Type:** Master/Order/Form 4

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

Electronically signed on 2025-09-15 08:48:46 page 3 of 3

**A Certified Copy**  
*J. L. Jennings*  
Clerk of Court C.P. & G.S. & Family Court  
Greenville County, SC  
Dated September 26, 2025

**EXHIBIT "B"**  
**COPY OF MOVANT'S**  
**MERGENCY MOTION FOR STAY**

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

CIVIL CASE NO: 2017CP2308016

Wells Fargo Bank, N.A.,

Plaintiff,

v.

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,

**EMERGENCY MOTION FOR STAY  
PENDING APPEAL WITH  
REQUESTS FOR A HEARING AND A  
TEMPORARY RESTRAINING  
ORDER OF 14 - DAYS**

### I. INTRODUCTION

The Defendant, Michelle Hodges respectfully, moves this Honorable Court for (1) an emergency stay pending appeal, (2) an emergency hearing concerning this motion and (3) a 14-day temporary restraining order to maintain the status quo, pending resolution of this motion.

This Court entered a final Order of Foreclosure and Sale on December 12, 2024. The present request follows the U.S. Bankruptcy Court's determination on May 30, 2025, that Defendant's only home at 6 Young Harris Dr. Simpsonville SC is not currently protected by an automatic stay. And on June 17, 2025 and a claim by the IRS of \$18,906.51.

The Defendant respectfully submits that she is currently experiencing significant financial hardship, as evidenced by her recent bankruptcy filings and she is currently seeking the fresh start program through the IRS. These circumstances underscore the urgent need for this Court's

intervention to preserve the status quo pending appeal.

As a result Defendant returns to this Honorable Court seeking the relief stated above. The Defendant has no adequate remedy at law. Although the Defendant previously filed a request for injunctive relief on June 3, 2025 - amended on June 4, 2025 that request has since been formally withdrawn by written notice.

## II. PROCEDURAL HISTORY

A. On March 28, 2012 - Ruth Witherspoon, the Defendant's Mother executed a note and mortgage in favor of NVR Finance, Inc. The subject property was conveyed to Ruth Witherspoon, her heirs and assigns as joint tenants with the right of survivorship, via the Special Warranty Deed recorded March 29, 2012, which extinguished any lien Wells Fargo may have had because in south carolina when a lien only attaches to one joint tenants interest, the lien does not encumber the remaining joint tenants property.

B. On July 5, 2015 Mrs. Witherspoon passed away. The Defendant's brother never lived continuously at the property and the Defendant continued to treat the property as her own through continuous actual, open, hostile and adverse possession, paying the homeowner's association dues, maintaining the property and ultimately defending the property against Wells Fargo's actions. The Defendant asserts that she established adverse possession March 2017 under color of title or otherwise March 2022.

C. In November of 2016, Wells Fargo improperly disbursed \$2,983.32 to the Greenville County Tax Collector. In April 2017, the Defendant received an escrow statement dated April 5, 2017 demanding payment in full for a supposed escrow shortage in the amount of \$3,249.95 or the Defendant would be faced with an increase in the montly escrow payment. The statement did not provide any explantion for the improper disbursement not explain why the Defendant would

202-78

be obligated to pay more than the improperly disbursed amount. The Defendant tried repeatedly to reach Wells Fargo to discuss the escrow issue for 8 months.

D. On December 22, 2017 Wells Fargo filed its complaint, labeled as a foreclosure. Attached to the complaint was the Notice of Foreclosure Intervention under the S. C. Supreme Court Administrative Order 2011-05-02-01, and as required the Defendant reached out to Wells Fargo's counsel, to protect her primary residence from foreclosure through the Administrative order.

E. On February 1, 2018 Wells Fargo's attorney, Mr. Jason D. Wyman (Bar #100271) interfered with the Defendant's right to communication by filing with the court a Certificate of non owner occupancy, implying that the Defendant was neither the owner nor occupant of the subject property.

F. Wells Fargo demonstrated the need for a declaratory order, in its complaint. It prayed for the court to declare it had a purchase money first lien and demonstrated that it was unsure as to the Defendant's rights but failed to file a Declaratory complaint, violating the Defendant's due process right to notice and opportunity to respond.

G. On August 7, 2019 the Circuit Court issued a summary judgment order in favor of Wells Fargo. Prior to this judgment, Wells Fargo failed to follow fair and proper procedures, by not giving the Defendant notice of the issues that would be before the court and this prevented the Defendant from being as to provide a meaningful defense.

H. The Circuit Court denied Defendants request for reconsideration. On August 27, 2022, the Court of Appeals affirmed based on an incomplete record. March 5, 2024 the Defendant's Writ of Certiorari was denied by the S. C. Supreme Court and on March 15, 2025 the Court of Appeals remitted the case back to the lower court.

I. Continuing its same pattern, on October 23, 2024 Wells Fargo issued a vague notice of final

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hearing on the merits. At the final hearing on November 21, 2024, Wells Fargo raised and presented the note, when it previously waived its rights under the note. For the first time Wells Fargo provided evidence of numbers related to its claim. Because the Defendant was not apprised of the issues that would be before the court, the Defendant was not prepared to object based on judicial estoppel concerning the note, nor was the Defendant prepared to produce the evidence of Wells Fargo's manufactured default which began in November of 2016..

J. On December 12, 2024, the Circuit Court issued a final order of foreclosure and sale in favor of Wells Fargo. The Defendant's request for reconsideration and a stay were denied. On December 27, 2024 Defendant filed a notice of appeal. The Defendant's appeal is being held in abeyance, due to the Defendant's filing for bankruptcy on January 31, 2025 and subsequent filing on April 6, 2025.

K. As a result of the, the ongoing unjustified foreclosure proceedings, the Defendant is presently experiencing significant financial hardship and faces the imminent risk of losing, her sole residence. These circumstances underscore the urgent need for this Court to grant the relief requested in this motion.

### **STANDARD OF REVIEW**

1. Pursuant to Rule 62(d), of the South Carolina Rules of Civil Procedure, a stay pending appeal may be granted to preserve the status quo during the pendency of appellate review. The Court has discretion to grant such relief when necessary to prevent irreparable harm, when there is a serious legal question on appeal and the balance of hardships favors the movant.

2. Pursuant to Rule 65(b) of the South Carolina Rules of Civil Procedure a court may order temporary injunctive relief when necessary to prevent immediate and irreparable harm. Although the rule itself does not list specific criteria, South Carolina Courts have adopted a

four-part test to determine whether temporary relief is warranted. Under this standard, a temporary restraining order may be granted where the movant demonstrates: 1) Likelihood of success on the merits; 2) Irreparable harm if relief is denied; 3) No adequate remedy at law; and 4) Public interest favoring the injunction. See *A.J.G. Holdings, LLC v. Dunn*, 383 S.C. 43, 674 S.E. 2d 505 (Ct. App. 2009) (listing four-part test for injunctive relief)

**III. GROUNDS FOR RELIEF REQUESTED**  
**A. LIKELIHOOD OF SUCCESS ON THE MERITS**

**1. Lack of Standing**

a. In *Chase Home Finance LLC v. Risher*, 405 S.C. 202, 747 S.E.2d 613 (Ct. App. 2013), The South Carolina Court of Appeals held that when a mortgage and note are executed by only one joint tenant, the resulting lien does not survive the death of that tenant, so as to bind the interests of the surviving joint tenants. In that case, because Casandra neither signed the note nor the mortgage, the lien could not attach to her interest for foreclosure purposes, and the Plaintiff lacked standing to enforce the lien against her interest in the property.

b. If Wells Fargo had a lien which attached to the subject property, it attached to Ruth Witherspoon's interest only, because she was the sole signer of the note and mortgag. Upon Mrs. Witherspoon's death on July 5, 2015 see (Exhibit "B"), any lien that Wells Fargo may have had was extinguished by the right of survivorship (4 unities of title, time interest and possession). Therefore, no lien is enforceable against the Defendant's interest in the property and such pursuit of the Defendant's property violates established due process procedures guaranteed by the S. C. and U.S. Const.

c. Additionally, because South Carolina is a race notice state the Deed of Distribution (see Exhibit "G"), recorded December 6, 2016 does not have priority over the Special Warranty Deed, which recorded on March 29, 2012 (see Exhibit "A").

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## **2. Failure to show it held both the note and mortgage at the time of filing the complaint**

- a. Under South Carolina law, a party seeking foreclosure must demonstrate both possession of the note and a legal interest in the mortgage at the time the action is commenced.
- b. Plaintiff lacked standing to initiate foreclosure at the time the complaint was filed. The assignment of the mortgage was recorded on January 20, 2017, yet the complaint was filed nearly one year later on December 22, 2017. The endorsements on the note (see Exhibit "L") fail to address the critical five-year gap between Wells Fargo's claimed acquisition of the note in 2012 and the later assignment of the mortgage and filing of the complaint. As a result, the plaintiff cannot demonstrate that it held both the note and the mortgage at the time of filing, which is essential to establishing standing under South Carolina law.
- c. Finally, there was no testimony or finding in the Order of Foreclosure and Sale dated December 12, 2024; that Wells Fargo held both the note and mortgage when it initiated the foreclosure.

## **3. Claim under the note barred by Probate Non-Claim Statute**

- a. Pursuant to South Carolina Code Ann. 62-3-803, Wells Fargo lacked standing to proceed on the note as it failed to file a creditor's claim within eight months of the first publication of the notice to creditors. This filing is a jurisdictional prerequisite that cannot be waived or overlooked. The failure strikes at the very heart of Wells Fargo's standing, as affirmed in *Beach First National Bank v. Gurnham*, 427 S. C. 295, 754 S.E.2d 875 (2014), which mandates timely filing to preserve a creditor's claim.
- b. Compounding this, Wells Fargo expressly waived any right to seek a deficiency judgment (R. Compl. p. 1 caption - see Exhibit "3") and limited its claim solely to mortgage foreclosure, thereby relinquishing enforcement of the underlying note. Such a concession not only nullifies

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their standing under the note but also violates due process protections by depriving the Defendant of a clear notice and opportunity to defend, against the waiver. This fatal defect demands dismissal to safeguard the sanctity of procedural fairness.

c. Finally, as established in *Bank of America v. Draper* 405 S.C. 214, 747 S.E.2d 444 (Ct. App. 2013) *both the note and the mortgage are essential for a valid foreclosure, underscoring that the absence of the note weakens the foreclosure's foundation, especially since Wells Fargo is estopped from changing its prior position.* Wells Fargo's attempt to introduce new arguments at the final hearing is barred by the doctrine of judicial estoppel, ensuring the court upholds the integrity of the proceedings and protects the Defendant's due process rights.

#### **4. Pretextual Default/ Orchestrated Non-Performance**

a. The only evidence of an alleged default was provided by Wells Fargo at the final hearing on the merits, as shown in the Circuit Court's final Order of Foreclosure and Sale entered on December 12, 2024 (see Exhibit "9"). Moreover Wells Fargo's counsel strategically provided vague notice before the hearing and failed to fully apprise the Defendant of the issues it planned to address, preventing the Defendant from mounting a meaningful defense, which violated the Defendant's right to notice and a fair opportunity to object under the S.C. Const. Art I, Sec. 3 and the US Const. XIVTH Amend.

b. However, Wells Fargo's Proof of Claim (see Exhibit "I") filed in the U.S. Bankruptcy Court, shows that Wells Fargo misapplied payments and inaccurately claimed a default date of May 1, 2017. The Escrow statement dated April 5, 2017 (see Exhibit "C") demanded payment of a false escrow shortage in the amount of \$3,249.95, or option 2 pay an increase of 423.73 per month toward the escrows. The statement further shows that Wells Fargo improperly disbursed \$2,983.32 to the Greenville County Tax Collector, when the tax obligation was only \$1070.07,

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per Greenville County records see (Exhibit "E"). The October 2016 mortgage statement (see Exhibit "D") shows that Wells Fargo had \$1,253.61 in the escrow account, sufficient to cover the tax liability. Nonetheless, the statement does not explain why the Defendant should be responsible for paying an amount greater than what Wells Fargo disbursed, nor why Defendant would be responsible for any shortage, when the October 2016 statement shows that Wells Fargo had on hand sufficient funds on hand.

c. The South Carolina Supreme Court has held: "A party who prevents or hinders performance of a contract cannot take advantage of the nonperformance it caused." — *Allendale Furniture Co. v. Carolina Commercial Bank*, 284 S.C. 766, 325 S.E.2d 530 (1985). (See Defendant's rights under the Garn-St Germain Act)

d. Finally, under S.C. Code Ann. § 29-3-630, a lien must exist and a genuine default must occur to support foreclosure. In this case, no valid lien exists, (see Section 1. paragraphs a through c - Lack of standing ). Since no valid lien exists, no default could lawfully arise.

#### **5. Additional Supportive Authorities:**

*(a) Bank of America, N.A. v. Draper*, 405, S.C. 214, 747 S.E.2d 444 (Ct. App. 2013): *A foreclosure plaintiff must establish both possession of the note and a legal interest in the mortgage at the time the action is filed. Failure to do so deprives the Plaintiff of standing.*

*(b) Wachovia Bank v. Coffey*, 404 S.C. 421, 745 S.E.2d 109 (Ct. App. 2013): *Where standing is challenged, the burden is on the plaintiff to show ownership of the note and the right to enforce the mortgage. Failure to meet this burden strips the plaintiff of standing to proceed with foreclosure.*

*(c) BAC Home Loans Servicing, L.P. v. Kinder*, 398, S.C. 619, 731 S.E.2d 547 (Ct. App. 2012): *Where there is no valid mortgage or no enforceable interest in the property, foreclosure is improper and must be dismissed.*

6. Taken together, the foregoing authorities firmly establish that the Plaintiff lacks standing to bring this action. There was no testimony nor judicial finding that Wells Fargo possessed both the note and mortgage at the time of the filing, the Plaintiff failed to follow required procedures,

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coupled with the lack of judicial safeguarding of the Defendant's rights, renders the Plaintiff's interest unenforceable. Accordingly, the foreclosure action should be dismissed for lack of standing as a matter of law.

## **B. DUE PROCESS VIOLATIONS**

### **1. Pattern of Serious and Strategic Due Process Violations (Certificate of Non-Owner Occupancy)**

a. The Defendant respectfully submits that Wells Fargo has engaged in a deliberate and systematic pattern of serious due process violations throughout this action. These violations are not isolated missteps but strategic maneuvers, designed to deprive the Defendant of clear notice, a meaningful opportunity to defend, and fundamental fairness guaranteed by law. The pattern in this case strikes at the very core of justice and demands this Court's immediate attention and intervention to uphold the sanctity of due process and to prevent further injustice.

b. Wells Fargo and its counsel knowingly misrepresented Defendant's ownership and occupancy status during the foreclosure proceedings. Despite clear public records and direct communications, Wells Fargo on February 1, 2018 submitted a certificate of Non-Owner Occupancy falsely implying that the subject property was neither occupied nor owned by Defendant, but did not properly make the allegation with evidence, when moving for summary judgment, so that the Defendant could not properly defend against such a false allegation, which influenced the Court (See Exhibit "8", p. 7, last sentence) and allowed Wells Fargo to proceed outside of the S. C. Supreme Court Administration Order 2011-05-02-01 requirement of communication. ( See Certificate Of Non Owner Occupancy Due To The Death Of The Mortgagor (a/k/a Certificate) - Exhibit "2")

c. Because the Court relied on Wells Fargo's statements in the Certificate conduct caused a violation of the defendant's state law substantive rights, resulting in the unjust deprivation of the

Defendant's property, in violation of Art I. Sec.. 3 of the South Carolina Const. and Fourteenth Amend. of the U.S. Const.

**2. Failure to file Declaratory Complaint/Due Process issues (Wells Fargo unsure of rights)**

a. S.C. Code Ann. §§ 15-53-10 and 30 et seq. (Uniform Declaratory Judgments Act): Requires that a judicial declaration of rights or status be sought where the existence or extent of a party's legal interest is uncertain or disputed. This is procedurally required also under Rule 57, SCRPC.

b. Wells Fargo demonstrated uncertainty as to both its rights and the Defendants rights, thereby triggering the necessity for a declaratory complaint. Specifically, Wells Fargo petitioned the court to declare that it held a purchase money first lien, reflecting its lack of clarity of its own interest. (Exhibit "3" - R. Complaint, p. 4, parag. 2). Likewise, Wells Fargo misstated the Defendant's rights, when it referenced the Special Warranty Deed and alleged that the subject property was conveyed solely to Ruth Witherspoon (R. Compl. p. 2, lines 19-20); when the Habendum clause of the same Deed states that the property was conveyed unto the grantees as joint tenants and not as tenants in common ( See Exhibit "A" - R Special Warranty Deed, pg. 26, lines 3 of the last parag). And despite South Carolina being a race-notice jurisdiction where the Special Warranty Deed recorded March 29, 2012, clearly takes precedence over the Deed of Distribution recorded December 6, 2016, Wells Fargo alleged that the Defendant's right were under the Deed of Distribution (see Exhibit "3"- R. Compl. p. 3, lines 1-5).

c. Per the S. C. Supreme Court in *Montgomery v. Montgomery*, 265 S.C. 475, 219 S.E.2d 357 (1975): *A declaratory judgment is the proper mechanism to resolve conflicting claims to title and determine the legal effect of a deed or conveyance, especially where survivorship or inheritance rights are in question.*

c. These inconsistencies underscore that Wells Fargo failed to follow the proper procedure of

seeking declaratory relief, when there is uncertainty of rights and before attempting to enforce a claim thereby violating the Defendant's due process, right to notice and opportunity to respond, guaranteed under S. C. Const. Art I. Sec. 3 and U.S. Const. XIVTH Amend.

**3. Due Process violations under - Garn-St. Germaine Depository Institutions Act of 1982, 12 U.S.C. § 1701j-3 South Carolina Probate Code §§ 62-3-803 and 62-3-1006 - Alternative to the Mortgage Lien being Extinguished by JTWR0S**

a. The Defendant is claiming rights under the Special Warranty Deed, as a remaining joint tenant. Alternatively, the Defendant asserts standing as an heir, Distributee or successor in interest with continued occupancy.

b. Pursuant to the Garn-St. Germaine Act, a lender may not enforce a due-on-sale clause or accelerate the loan following the death of a borrower where the property is transferred by operation of law to a relative who continues to occupy the home as a principal residence. See (Exhibit "F" 12-year DMV record) (Defendant's proof of residency). See also Wells Fargo's acknowledgement of the lawful transfer in the complaint (see Exhibit "3" R. Compl. p.3, lines 1-5)

c. Additionally, under the Act the heir, Distributee or successor is allowed to continue making payments under the original terms of the loan. In this case Mrs. Witherspoon (Decedent) was only required to pay an escrow shortage, when the lender/servicer does not have sufficient funds on hand to pay the escrows when due. See (Exhibit "K"-R. Mortg. p. 3, lines 6-8) and 12 U.S.C. § 1701j-3(d)(8). However, Wells Fargo unjustifiably demanded that the Defendant pay a false shortage in the amount of \$3,249.95, or be faced with a \$423.73 monthly increase for escrows (see Exhibit "C" Escrow statement), when the tax bill was only \$1,070.70, per (Exhibit "E" GCTC website print out) and Wells Fargo had on hand \$1,253.61. (See Exhibit "D" Oct. Mortgage statement).

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d. As a side fact Wells Fargo had no authority to pay the taxes because their lien and agency rights ended upon Ruth Witherspoon's passing. (See S. C. Code Ann. § 29-3-100).

e. Under S. C. Code Ann. § 62-3-803, any claim under the note by Wells Fargo is barred against Defendant as an heir, due to its failure to timely file a creditor's claim within 8 months after the first publication of the notice to creditors. See Wells Fargo's admission that it did not file a creditor's claim (see Exhibit "4" Reply in supp. of MSJ, p. 4, lines, 17-18 - "a secured creditor is not required to file a claim if it is solely seeking to foreclose the mortgage"). This induced the Defendant not to provide any further defense concerning the Note, when the Defendant appealed the summary judgment order.

f. Finally under S. C. Probate Code § 62-3-1006, Wells Fargo's failure to take action against the Defendant with one year of the Decedent's death, bars its action. See (Exhibit "3"-R. Complaint filed 12/22/2017) and (Exhibit "B", Death Cert. showing Mortgagor died on July 5, 2015)

g. Wells Fargo's misconduct and misrepresentations created an unfair process that resulted in an unjust deprivation of Defendant's property, in violation of due process protections guaranteed by Art. I, Sec. 3 of the South Carolina Constitution and the Fourteenth Amend. of the U.S. Constitution.

#### **4. Failure to communicate under S. C. Supreme Court Administrative Order 2011-05-02-01**

a. The Defendant repeatedly sought to engage with Wells Fargo to clarify the purported escrow shortage and inflated tax payment. Despite these sustained and ongoing efforts to reach Wells Fargo, made itself unable, after trying to reach Wells Fargo, after a few months the Defendant's call began to go to a line that no one answered. In faith efforts, Wells Fargo issued no meaningful responses. S. C. Supreme Court Administrative No. 2011-05-02-01 specifically

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safeguards homeowners who occupy their properties as a primary residence. In response to the Defendant reaching out to Wells Fargo's Counsel, Mr. Jason D. Wyman (Bar # 100271) fabricated and filed a Certificate falsely claiming that the Defendant was not the owner or occupant of the subject property (see Exhibit "2" Cert. of Non Owner Occupancy), mislead the court into treating the property as non-owner occupied, because it did not call for proof of communication. (See Exhibit "8" 8/7/2019 Summary judgment Order) (Court ruled nothing fraudulent about the statements at issue. (R. 8/7/2019 Order, p. 7 last sentence).

b. This misrepresentation permitted Wells Fargo to proceed outside of the communication protocols required under the Administrative order. By denying the defendant the opportunity to communicate as a rightful homeowner, Wells Fargo caused an unjust deprivation of property and violation of both procedural and substantive due process protections guaranteed by Art. I, Sec. 3 of the South Carolina Constitution and the Fourteenth Amendment of the United States Const.

**5. Under rule 60b4 Fraud upon the Court, makes an order "Void Ab Initio"**

a Under rule 60(b)(4), the Court must set aside an order as void ab initio where the proceedings were tainted by fraud upon the court. On February 1, 2018, Wells Fargo's counsel, fabricated evidence that Defendant did not occupy nor own the subject property, knowingly introducing false information into its action by filing its "Certificate Of Non Owner Occupancy Due To Death Of The Mortgagor (see Exhibit "2)". Per the S. C. Supreme Court, such intentional misconduct constitutes fraud upon the court, rendering, the Order of Foreclosure and Sale void ab initio. See *Chewning v. Ford Motor Co.*, 354 S.C. 72, 79, 579 S.E.2d 605, 608 (2003) (holding **(1)** fraud upon the court involves intentional deception that undermines the integrity of the judicial process and **(2)** fabrication of evidence by an attorney is extrinsic fraud upon the court. The described violations compounds the Defendant's deprivation of substantive and

procedural due process rights guaranteed by the South Carolina Const. and the Fourteenth Amend. of the U. S. Const, due to Wells Fargo filing the Certificate and misleading the Court that the subejct property was not owner occupied nor owned by the Defendant

#### **6. Lack of Notice and Vague Notices**

On December 12, 2024, this Honorable court issued its Final Order (see Exhibit 9) recognizing, for the first time, that the loan was in default as of May 1, 2017. Notably, this crucial default nor evidence was never properly noticed or disclosed to the defendant prior to that ruling. The absence of clear, timely notice deprived the defendant of a meaningful opportunity to contest the alleged default, striking at the very heart of due process. This glaring delay of lack of notice exemplify the systemic due process violations that warrant immediate intervention to preserve justice and protect the defendant's constitutional rights and warrant a stay to prevent irreparable harm.

#### **7. Delayed Disclosure of Loan History and Balance Calculation/Due Process Violation**

a. Neither the motion for summary judgment (see Exhibit 6"), the Notice of Hearing for summary judgment ( see Exhibit "7".), Reply in support of MSJ (Exhibit "4" ), nor the Notice of Final Hearing ( see Exhibit "1") properly disclosed, apprised or noticed the Defendant of the issue of a default, in accordance with due process. This left the Defendant without the opportunity to defend against any default, which is in line with all of the other due process violations that the Defendant has raised in this motion. This led to the unjust deprivation of the Defendant's property and violated the Defendant's guaranteed right to notice and opportunity to be heard, under the S. C. Const. Art. I Sec. 3 and the U.S .Const. Fourteenth Amend.

b. Further, when looking at Wells Fargo's Escrow Statement (see Exhibit "C"), which shows an alleged escrow shortage of \$ 3,249.95 and an actual disbursement of \$2,983.32, that in itself does

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not make since as to why the Defendant would be required to pay an amount more than what was actually improperly disbursed and begs to question the pretextual nature of the shortage and disbursement amounts and Wells Fargo's application of payments in the loan history/Proof of Claim (see Exhibit "I" WF Loan History) filed with the U. S. Bankruptcy Court, in the Defendant's bankruptcy case No. 25-013107-hb, showing there was no default on the part of the Defendant, but only Wells Fargo's misconduct of requiring amounts that were not due.

### **8. Shifting Positions**

In its Reply in Support of Summary Judgement, (see Exhibit "4") Wells Fargo claimed its merely seeking foreclosure of the mortgage. See (R. Reply in support of MSJ p. 4, line 18 & 22-24). However, Wells Fargo unexpectedly presented a copy of the promissory note, despite its prior claim that it was solely pursuing the mortgage. This created the appearance that it was, in fact, pursuing rights under the note. The notice of Final Hearing on the Merits (see Exhibit "1") did not disclose that the note would be discussed, leaving Defendant unprepared for this sudden shift and contradiction to Wells Fargo's earlier representation, further denying the Defendant fair opportunity to respond.

### **9. Fourteenth Amendment and Due process**

The 14th Amendment to the U.S. Constitution, as well as South Carolina law, both require notice reasonably calculated...to apprise interested parties of the pendency of the action." *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Wells Fargo failed to meet this standard, at every stage, it denied the Defendant fair notice and any meaningful opportunity to address the shifting representations made by Wells Fargo. The Bank's conduct deprived Defendant of the basic opportunity to be heard, at every phase of this proceeding and leaves a stain of systemic due process violations. These violations were not isolated but formed a

deliberate pattern of conduct intended to obstruct the Defendant's participation and undermine the integrity of these proceedings.

#### **10. Genuine Issues of Fact Warranting Stay Pending Appeal**

Wells Fargo failed to properly establish a valid default. The Defendant respectfully asserts that genuine issues of material fact remain, specifically regarding Wells Fargo's untimely disclosure of critical evidence, including the loan payment history, which caused the Defendant to suffer an unjust deprivation of her property. These procedural deficiencies, combined with lack of notice and vague notices that deprived the Defendant of a meaningful opportunity to deed, constitute significant due process violations. These substantial factual disputes go directly to the heart of the case and create a strong likelihood that the appellate court will find reversible error. Accordingly, maintaining the status quo through an emergency stay is essential to prevent irreparable harm to the defendant's rights pending the final resolution of the appeal.

#### **IV. IRREPARABLE HARM AND ABSENCE OF ADEQUATE REMEDY AT LAW**

**A.** On May 30, 2025, the U.S. Bankruptcy Court confirmed that no automatic stay was in effect. In light of that determination, the defendant respectfully seeks emergency injunctive relief to prevent irreparable harm, and to preserve her rights and status quo pending appeal and the resolution of this motion. Without such relief, the Defendant faces imminent foreclosure, for which no adequate remedy exists at law.

**B.** The harm to the defendant is not merely monetary and cannot be adequately addressed by damages. Rather, the eviction and loss of protections under the automatic stay pose immediate and irreparable threats to the defendant's ability to maintain stable housing. The Defendant resides at 6 Young Harris Drive, Simpsonville, South Carolina — her only residence since March of 2012 (See Exhibit "F" DMV Record). The loss of this home would strip her of stability

and sever a deep personal connection to this property. She has no alternative residence, and the threat of imminent eviction places her at risk of permanent, irreparable injury.

C. South Carolina courts have long recognized that the loss of one's only home constitutes irreparable harm. In *Valentine Road Homeowner's Assn. v. Jackson*, 395 S.C. 253, 716 S.E.2d 31 (Ct. App. 2011), the Court of Appeals held that the loss of a home is precisely the kind of harm that warrants injunctive relief, especially when no adequate remedy at law exists. Similarly, in *East Towne Village v. Dodson*, 323 S.C. 92, 473 S.E.2d 453 (Ct. App. 1996), the court affirmed that losing one's primary residence is a unique and irreparable injury not compensable by money damages.

D. Accordingly, the Defendant respectfully submits no monetary remedy could ever make her whole, equitable relief is both necessary and proper.

#### **V. BALANCE OF HARMS**

A. In *Nken v. Holder*, 556 U.S. 418, 435 (2009), the Supreme Court held that the balance of equities and the public interest tip strongly in favor of individuals seeking to remain in their homes pending judicial review. The Court emphasized that a stay "simply suspends judicial alteration of the status quo."

B. These principles apply with full force here. The harm to the movant is immediate and irreversible, while the opposing party stands to suffer no comparable injury from a brief continuation of the status quo. The defendant is not seeking to delay a monetary judgment, but rather to preserve her only home. She has limited financial resources and faces irreparable harm absent relief. Courts have discretion to weigh bond requirements according to equitable principles — particularly where irreparable harm is shown and the litigant has limited means, as discussed under the request for bond waiver section of this motion.

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## **VI. PUBLIC INTEREST**

A. The public interest strongly favors maintaining residential stability and ensuring that individuals are not displaced from their homes without full and fair appellate review. Courts have long recognized that preserving constitutional due process and preventing wrongful foreclosure serve as vital public concerns. In *Nken v. Holder*, 556 U.S. 418, 436 (2009), the Supreme Court acknowledged that while there is always a public interest in prompt execution of legal orders, that interest is “plainly diminished” when the moving party raises non frivolous legal questions on appeal.

B. Similarly, in *Leiva-Perez v. Holder*, 640 F.3d 962, 971 (9th Cir. 2011), the court explained that “[t]he public interest is served when administrative and judicial proceedings are allowed to run their course in accordance with the law.” And in *McEachern v. Black*, 331 S. C. 242, 503 S. E. 2 468, 471 (Ct. App. 1998), the South Carolina Court of Appeals affirmed that the public has a vested interest in both the proper enforcement of property rights and the integrity of judicial proceedings.

C. Granting a stay here would not only preserve the Movant’s home, but also reinforce public confidence in the fairness and integrity of the appellate process.

## **VII. REQUEST FOR BOND WAIVER**

A. The Defendant respectfully requests that this Honorable Court waive any bond requirement in connection with this motion. The Court has discretion to grant such a waiver, and good cause exists. Imposing a bond would effectively deprive the Defendant of meaningful appellate review.

B. Miss Hodges is a person of limited means with earnings of \$2,132.00 per month. Defendant stands ready to provide proof of this income, if the Court deems it necessary.

Due to having to defend this action, along with her other obligations the Defendant is currently facing a financial hardship, as evidenced by her recent bankruptcy filing (see Exhibit "5") and her Proof of Claim filed by the IRS (see Exhibit "J"), in the amount of \$18,906.51. Requiring a bond under these circumstances would create an economic barrier to justice.

C. The South Carolina Court of Appeals has recognized "A bond may be waived where the financial hardship would otherwise deny a litigant access to appellate review See *Montgomery v. Montgomery*, 297 S.C. 289, 376 S.E.2d 323 (Ct. App. 1989).

### VIII. EXHIBIT LIST

**A. Exhibits and offer of proof:** Defendant submits Alphabetical Exhibits A through L that are attached to this motion and Numbered Exhibit listed separately, for the documents that have been filed with the court.

**1. Exhibit "A":** - Special Warranty Deed recorded March 29, 2012. The Deed reflects the ranting clause naming Ruth Witherspoon and other grantees as joint tenants with rights of survivorship, not as tenants in common. The language of the Deed shows no discrepancy in the four unities required for joint tenancy and supports the extinguishment of any lien upon Ruth Witherspoon's death.

**2. Exhibit "B":** - Recorded Death Certificate of Ruth Witherspoon, evidencing her passing on July 5, 2015, and establishing the extinguishment of any interest held by non-surviving joint tenants and vesting in the remaining joint tenants.

**3. Exhibit "C":** - Escrow Analysis Statement dated April 5, 2017, showing Wells Fargo's false claim of an escrow shortage of \$3,249.95 and the unexplained tax payment of \$2,983.32 and an increase in the monthly escrow payment by \$423.73.

**4. Exhibit "D":** - October 2016 Mortgage Statement, showing escrow funds on hand of \$1,253.61, more than enough to make a correct tax payment - contradicting any claim of a shortage.

**5. Exhibit "E":** - Greenville County Collector's website, showing the actual tax bill amount of \$1,070.07, for November 2016, confirming the correct tax obligation.

**6. Exhibit "F":** - Certified 10-Year DMV record, showing Defendants address at 6 Young arris Drive dating back to 2012, supporting continuous occupancy and establishing irreparable, if removed.

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7. **Exhibit "G"**: - Deed of Distribution recorded December 16, 2016 - does not have priority of the Special Warranty Deed recorded March 29, 2012.

8. **Exhibit "H"**: - Email, Contemporaneous Proof of Completeness, shows Defendant emailed this entire filing and has included all simultaneous filings as exhibits due to the Court's previous position that exhibits, Proposed Order nor declarations can be separately clocked therefore all documents have made exhibits.

9. **Exhibit "I"**: - 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.

10. **Exhibit "J"**: - IRS Proof of Claim filed in the US Bankruptcy Court, showing hardship and balance owing as of filing \$18,906.51

11. **Exhibit "K"**: - Mortgage, showing Decedent only required to pay escrow shortage when funds were insufficient to pay amount due. And shows the order of application of payments.

12. **Exhibit "L"**: - Promissory Note, shows undated endorsements on back of promissory note.

13. **Exhibit "M"**: - D Proposed Order, prepared by Michelle Hodges, granting stay.

14. **Exhibit "N"**: - Defendant's Affidavit in support of Emergency Motion for Stay pending appeal with requests for a hearing and 14 day restraining order.

**B. Numerical exhibits part of the record/public index filed in case No. 2017CP2308016**

1. **Filed: 10/28/2024 - Exhibit "1"**: Notice Final Hearing on the Merits dated, showing the notice was vague and fails to clearly state what specific issues would be adjudicated at the final hearing supporting Defendant's claim of due process violations under the S. C. and US Constitutions.

2. **Filed: 02/01/2018 - Exhibit "2"**: Certificate of Non Owner Occupancy Due To Death Of The Mortgagor (Certificate) showing Wells Fargo claimed that Defendant was not the owner or occupant of the subject property affecting Defendant's rights to communication under the S. C. Supreme Court Administrative Order 2011-05-02-01.

3. **Filed: 12/22/2017 - Exhibit "3"**: Plaintiff's Complaint filed on December 22, 2017 shows Wells Fargo is claiming its use of May 1, 2017 as a default date and prayer for declaration that it had a purchase money first lien and proceeded with the case as though it had a property determination of rights.

4. **Filed: 07/18/2019 - Exhibit "4"**: Reply in support of Summary Judgment, in which Plaintiff explicitly stated it was solely seeking to foreclosure the mortgage" and not seeking a deficiency judgment - supporting Defendant's due process argument as the note was

nevertheless raised without notice at the final hearing.

**5. Filed: 04/07/2025 - Exhibit "5":** Certificate of Notice of Bankruptcy filing showing Defendant's hardship status

**6. Filed: 06/10/2019 - Exhibit "6":** Motion for Summary Judgment showing the motion was vague and fails to clearly state what specific issues would be adjudicated at the summary judgment hearing supporting Defendant's claim of due process violations under the S. C. and US Constitutions.

**7. Filed: 07/10/2019 - Exhibit "7":** Notice of Hearing for summary judgment showing the notice was vague and fails to clearly state what specific issues would be adjudicated at the final hearing supporting Defendant's claim of due process violations under the S. C. and US Constitutions.

**8. Filed: 08/07/2019 - Exhibit "8":** Summary Judgment Order showing the Court relied on Wells Fargo's misrepresentation that Defendant did not own or occupy the subject property.

**9. Filed: 12/12/2024 - Exhibit "9" - Final Order of Foreclosure and Sale**

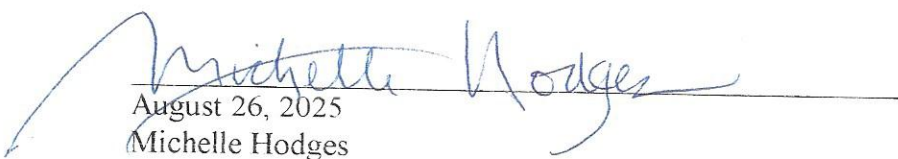
**WHEREFORE,** Defendant respectfully requests:

1. That the Court issue a Temporary Restraining Order prohibiting any foreclosure, related activity, including advertising, scheduling, or conducting of a sale of the subject property, pending this court's ruling on the present motion;
2. That enforcement of the Order of Foreclosure and Sale entered on December 12, 2024, be stayed pending resolution of Defendant's appeal currently pending before the S. C. Court of Appeals;
3. That the Court waive the requirement of a supersedeas bond in light of (i) the absence of any valid lien on the subject property, (ii) the Defendant's limited financial means, such that the imposition of a bond would effectively bar meaningful appellate review, (iii) the irreparable harm documented herein;

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4. That the Court grant such other and further relief as it deems just and proper.

Respectfully submitted,



August 26, 2025

Michelle Hodges

michellehodges938@gmail.com

6 Young Harris Dr.

Simpsonville, SC 29681

864-692-3748

cc: KD, QB, MH  
and Team

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**EXHIBIT "C"**  
**FINAL HEARING TRANSCRIPT**



1           A.    Yes.

2           MR. WYMAN:   And, Your Honor, for the record I  
3 would note that I do have a copy -- or, excuse me, not a  
4 copy, I have the original note, original mortgage  
5 contained in the collateral file here. I'm not sure if  
6 the Court would like to examine it or wait, but it is in  
7 my possession.

8           THE COURT:   All right. And as I, as I recall  
9 from my review of the file, Ms. Hodges did not sign the  
10 note or the mortgage.

11          MR. WYMAN:   That is correct, Your Honor. I  
12 certainly can lay that, lay that information out.

13          THE COURT:   All right, thank you.

14 BY MR. WYMAN:

15          Q.    Is Wells Fargo the current holder of the note, as  
16 well as the servicer of the loan that's the subject of  
17 this action?

18          A.    Yes.

19          MR. WYMAN:   All right. And, Your Honor, may I  
20 approach?

21          THE COURT:   Certainly.

22          MS. HODGES:   Are we gonna see the original?

23          MR. WYMAN:   I'm happy to show you.

24          MS. HODGES:   Not that it matters.

25          THE COURT:   Do you wish to see the original, Ms.

1 Hodges?

2 MS. HODGES: It really doesn't matter because  
3 this case doesn't turn on the possession of the note.  
4 But, yes, I would like to see it. Thank you.

5 THE COURT: And just for the record, counsel has  
6 produced what he purports to be the original note and  
7 mortgage to Ms. Harris --

8 MS. HODGES: Thank you.

9 THE COURT: Ms. Hodges, excuse me.

10 MR. WYMAN: You're welcome.

11 THE COURT: All right. So, Ms. Hodges, any  
12 questions about those documents you just were handed and  
13 reviewed?

14 MS. HODGES: No.

15 THE COURT: All right, thank you.

16 BY MR. WYMAN:

17 Q. Are you familiar with the document I just handed  
18 you, Mr. Cargioli?

19 THE BAILIFF: No, I gave it to the judge.

20 MR. WYMAN: Oh, I apologize. I intended to  
21 introduce it into evidence.

22 THE COURT: Okay.

23 MR. WYMAN: I have an extra copy, Your Honor.

24 THE COURT: All right. If you have an extra copy  
25 for the witness.

1 MR. WYMAN: Yes, Your Honor. May I approach?

2 THE COURT: Yes, sir.

3 Mr. WYMAN: No. No. Some of us do it  
4 differently.

5 BY MR. WYMAN:

6 Q. Now, Mr. Cargioli, are you familiar with the  
7 document I just handed you?

8 A. Yes, I am.

9 Q. And what is that document?

10 A. This is the copy of the note dated March 28th of  
11 2012.

12 Q. All right. And who is the borrower listed on the  
13 note?

14 A. The borrower listed on the note is Ruth  
15 Witherspoon.

16 Q. And does it appear that -- does it purport to be  
17 Ms. Witherspoon's signature on the note?

18 A. Yes.

19 Q. And who is the original lender under the terms of  
20 the note?

21 A. The original lender is NVR Mortgage Finance,  
22 Incorporated.

23 (Phone goes off in courtroom.)

24 THE COURT: Ma'am, if you'll please make sure  
25 your telephone is off.

1 MS. HODGES: Okay. I'm sorry.

2 BY MR. WYMAN:

3 Q. Is the note endorsed, Mr. Cargioli?

4 A. It is. The note has two endorsements on the last  
5 page. One is an endorsement from NVR Mortgage Finance,  
6 Incorporated to Wells Fargo Bank, N.A. And then another  
7 endorsement is from Wells Fargo Bank, N.A. to blank.

8 Q. And I believe you've testified that you've seen  
9 the original note, correct?

10 A. I have.

11 (Phone goes off in the courtroom.)

12 THE COURT: Ma'am, if you'll please make sure  
13 that's off.

14 MS. HODGES: I'm sorry, it's shutting down and it  
15 just talks when it does it.

16 THE COURT: Yes, ma'am.

17 MS. HODGES: I'm so sorry.

18 BY MR. WYMAN:

19 Q. Mr. Cargioli, I believe you testified that you've  
20 seen the original note, correct?

21 A. I have reviewed the original note before coming  
22 here today.

23 Q. And is this document in your hand a fair and  
24 accurate copy of the original note?

25 A. Yes, it looks like it is.

1 MR. WYMAN: All right. Your Honor, at this time  
2 we'd move into evidence Exhibit 1, the note.

3 THE COURT: All right, Plaintiff's 1.

4 (Plaintiff's Exhibit Number 1, Note, was marked  
5 for identification.)

6 (Plaintiff's Exhibit Number 1 was entered into  
7 the record.)

8 BY MR. WYMAN:

9 Q. I have one more question. I apologize.

10 A. Sure.

11 Q. And does this note cover the subject property  
12 that we're here about today, 6 Young Harris Drive in  
13 Simpsonville, South Carolina with a ZIP code of 29681?

14 A. Yes. That's the address at the top of the, at  
15 the top of the note first page.

16 Q. And at the time that the note was signed, what  
17 was the principal amount borrowed, according to the  
18 note?

19 A. The principal amount is \$158,414.

20 Q. And on the same day that the note was given, are  
21 you familiar with Ms. Witherspoon got a mortgage?

22 A. I am.

23 MS. HODGES: It's Witherspoon.

24 MR. WYMAN: Did I not say Ms. Witherspoon? Did I  
25 say Witherspoon?

1 MS. HODGES: Weatherspoon. It's Witherspoon.

2 MR. WYMAN: Okay, I apologize.

3 MS. HODGES: It's okay.

4 MR. WYMAN: I thought I said Ms. Witherspoon, I  
5 apologize.

6 MS. HODGES: It's okay.

7 MR. WYMAN: Your Honor, if I may approach?

8 THE COURT: Certainly.

9 BY MR. WYMAN:

10 Q. Mr. Cargioli, is this a copy of what I just  
11 handed you, a copy of the mortgage that's at issue in  
12 this case?

13 A. Yes, it is.

14 Q. And is a copy of the mortgage maintained by  
15 Wells Fargo in its regular course of business?

16 A. It is.

17 Q. And was the mortgage one of the documents that  
18 you reviewed prior to coming here today?

19 A. Yes.

20 Q. And as a result are you familiar with the  
21 mortgage?

22 A. I am.

23 MR. WYMAN: Your Honor, at this point in time I  
24 would move into evidence a copy of the mortgage as  
25 Exhibit 2.

1 THE COURT: All right. It'll be Plaintiff's 2.  
2 Do you have an extra copy that I --

3 MR. WYMAN: I do, Your Honor.

4 THE COURT: -- could follow along with?

5 (Hands documents to Judge Simmons.)

6 (Plaintiff's Exhibit Number 2, Copy of Mortgage,  
7 was marked for identification.)

8 (Plaintiff's Exhibit Number 2 entered into the  
9 record.)

10 Thank you. All right.

11 BY MR. WYMAN:

12 Q. What was -- and what date was the mortgage  
13 signed, Mr. Cargioli?

14 A. 28th of March, 2012.

15 Q. And does the mortgage cover the same property  
16 address that we previously discussed, 6 John Harris  
17 Drive in Simpsonville, South Carolina?

18 A. Yes, it does.

19 Q. And who purported to sign the mortgage?

20 A. The signature above the printed name, Ruth  
21 Witherspoon.

22 Q. And is the mortgage witnessed by two separate  
23 witnesses?

24 A. It is.

25 Q. And is the mortgage notarized or acknowledged?

1 A. It is notarized.

2 Q. And do you know if the mortgage was recorded with  
3 the Greenville County Register of Deeds?

4 A. It was. There's recording information on the  
5 first page.

6 Q. And what date was the mortgage recorded?

7 A. March 29, 2012.

8 Q. And who is the mortgagee, under the terms of the  
9 mortgage, Mr. Cargioli?

10 A. NVR Mortgage Finance, Incorporated.

11 Q. Would it be -- I believe it says it's given to  
12 Mortgage Electronic Registrations, Inc, MERS, as...

13 A. Oh, as nominee. Yeah, it's MERS as nominee for  
14 NVR Mortgage Finance, Incorporated.

15 Q. Mr. Cargioli, was the mortgage ultimately  
16 assigned?

17 A. It was.

18 Q. And is the copy of the document I just handed you  
19 a copy of that assignment of mortgage?

20 A. Yes, it is.

21 Q. And is the assignment a business record that  
22 Wells Fargo regularly maintains?

23 A. Yes, it is.

24 Q. And are you familiar with this document, based on  
25 your review of the loan file?

1 didn't sign the note is not responsible for the  
2 mortgage.

3 THE COURT: No, ma'am.

4 MS. HODGES: So I just want that on the record.

5 THE COURT: No, ma'am. You're misstating what,  
6 what this says. The bank is in no way seeking any kind  
7 of recovery against you. They don't have a right to  
8 recover against you. They're not seeking recovery  
9 against you because --

10 MS. HODGES: Uh-huh.

11 THE COURT: -- you didn't sign the note and you  
12 didn't sign the mortgage.

13 MS. HODGES: Uh-huh. Okay.

14 THE COURT: They are asking for foreclosure of  
15 the property --

16 MS. HODGES: Right.

17 THE COURT: -- to have it sold in the event the  
18 money's not paid, which they have a right to do under  
19 the terms and conditions of the mortgage.

20 MS. HODGES: Right. Well, are you aware that the  
21 subject property was held in joint tenancy with the  
22 right of survivorship?

23 MR. WYMAN: Your Honor, I object. That evidence  
24 is not before the Court and that's actually not an  
25 accurate reflection of the state of title in the

1 Register of Deed's office.

2 THE COURT: Do you have a copy of ---

3 MS. HODGES: Yes, sir, I do, Your Honor.

4 THE COURT: Ma'am, you know, can I ask my  
5 question?

6 MS. HODGES: Uh-huh.

7 THE COURT: Okay. Do you have a copy of the deed  
8 that was on record as of March 29, 2012?

9 MS. HODGES: Yes, I do, Your Honor. Would you,  
10 would you like for me to ---

11 THE COURT: Yeah, if you could show that to  
12 opposing counsel.

13 MS. HODGES: Okay.

14 THE COURT: If you could ---

15 MS. HODGES: Sorry.

16 THE COURT: I'll be glad to take a look at  
17 whatever you ---

18 MS. HODGES: Sure.

19 THE COURT: If you'll hand it to my court  
20 reporter, please.

21 MS. HODGES: Sure. Thank you.

22 BY MS. HODGES:

23 Q. Mr. Cargioli, would you look at item number 19?

24 THE COURT: All right. And I apologize for  
25 interrupting, Ms. Hodges --

1 THE COURT: I will just note for the record the  
2 deed is exclusively in the name of Ruth Witherspoon.

3 MS. HODGES: Her heirs and assigns.

4 THE COURT: Yes, ma'am.

5 MS. HODGES: That means that ---

6 THE COURT: It's noted on the record --

7 MS. HODGES: Uh-huh.

8 THE COURT: -- so you can explain to the --

9 MS. HODGES: And, oh --

10 THE COURT: -- folks in Columbia.

11 MS. HODGES: -- on the body on the habendum  
12 clause, it says: The grantees, joint tenants. So if it  
13 was just for Ruth Witherspoon --

14 THE COURT: Ma'am, you're protected on the  
15 record, please move ahead.

16 MS. HODGES: Okay.

17 THE COURT: I've got a full record.

18 MS. HODGES: Okay.

19 THE COURT: I've got lawyers coming in on the --

20 MS. HODGES: On Item Number 19 --

21 THE COURT: -- next case at 3:15.

22 BY MS. HODGES:

23 Q. -- could you please read that for the Court,  
24 please?

25 A. I'm sorry, which one?

## 1 COURT REPORTER CERTIFICATE

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I, the undersigned Julie A. Cendroski, Court Reporter for the Master In Equity for the Thirteenth Judicial Circuit for the State of South Carolina, do hereby certify that to the best of my ability the foregoing is a true, accurate, and complete transcript of record of all the proceedings and evidence introduced in the hearing and/or trial of the captioned case, relative to appeal, in the Court of Common Pleas for Greenville County on the 21st day of November, 2024.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

*s/o Julie A Cendroski*

\_\_\_\_\_  
Julie A. Cendroski  
Master In Equity Court Reporter  
Thirteenth Judicial Circuit