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A P P E A R A N C E S

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E X H I B I T S

PLAINTIFF'S

- PREMARKED - 1 Notice of Hearing
- PREMARKED - 2 Confirmation of Judgment
- PREMARKED - 3 Execution of Judgment
- PREMARKED - 4 Calculation of Judgment of Debt
- PREMARKED - 5 Title
- PREMARKED - 6 Mortgage
- PREMARKED - 7 Notice of Waiver of Debt  
Judgment

(ALL EXHIBITS RETAINED BY COUNSEL)

1                   THE COURT: For the record, this is  
2 a case number 2025-CP-21-01885, Reverend Gloria  
3 Darrell versus Daisy H. Walden, defendant. Let  
4 the record reveal that Mr. Jordan is present  
5 representing the plaintiff and Mr. Holbrooks is  
6 rep--- present representing the defendant. And  
7 I presume Mr. Holbrooks, this -- this is the  
8 defendant's daughter that is sitting with you?  
9 Good morning, ma'am.

10                   MS. LORRAINE: Good morning.

11                   THE COURT: All right. This was  
12 started by fi--- not started, but assigned to me  
13 by Order of Reference dated for September 3rd of  
14 this year. Gentlemen, my recollection is -- I  
15 thought I had the date of it. A few weeks ago,  
16 we had I'll call it a preliminary hearing at  
17 which time there were a couple of motions that I  
18 denied. And I believe by consensus, it was  
19 decided to carry the matter over in order for  
20 your client, Mr. Holbrooks, to be present and  
21 for y'all to have further conferences.

22                   At this point, I think it'd be  
23 proper for me to ask, is there any possibility  
24 that you gentlemen and your clients can reach an  
25 agreement to resolve the matter? And if -- do

1 -- do you need some time to have a -- out of my  
2 presence to discuss it?

3 MR. HOLBROOKS: Your Honor, we have  
4 had discussions related --

5 THE COURT: Speak up a little.

6 MR. HOLBROOKS: Your Honor, we have  
7 had discussions related to settlement, even with  
8 what was presented in open court at the last  
9 appearance. I -- I believe there's too much  
10 room between us to come to a settlement or to  
11 require additional time to discuss unless  
12 something is -- has changed since our last  
13 conversation.

14 THE COURT: Okay. Then, Mr. Nettles  
15 -- I mean, Mr. Jordan.

16 MR. JORDAN: Your Honor, I -- I have  
17 to agree with that statement. I think it's just  
18 too far. We're just too far apart to even  
19 attempt to settlement at this stage. So, I  
20 think we need to proceed. But let me start out,  
21 if you don't mind, by explaining my client's  
22 absence. She had -- we had talked -- she had --  
23 I had talked with her after our last hearing.  
24 She indicated that she was going to come to this  
25 hearing, that she has a relative, I think a

1 sister, that lives in South Carolina, so she  
2 would come down and visit with her and come to  
3 the hearing. But then last week when I talked  
4 to her on Wednesday of last week, she informed  
5 me that she was bedridden and, you know, that  
6 was a -- of concern, but not -- not as much as  
7 after that on Thursday and Friday and Sun---  
8 yesterday, Sunday, and this morning, I called  
9 her number to no answer. So I have no earthly  
10 idea what's happened with her, whether or not  
11 she's gotten worse, whether or not she's, you  
12 know, left her residence to visit with her  
13 daughter or anything else. I don't really know  
14 anything about it. I have no other person to  
15 contact other than my client. So, at this  
16 stage, Judge, I would just ask that we proceed  
17 with the matter today, specifically the Summary  
18 Judgment Motion that I filed.

19 THE COURT: I -- I see no reason not  
20 to proceed with the Summary Judgment Motion.  
21 She does not have to be present for that.

22 MR. JORDAN: That's right.

23 THE COURT: Okay. You may proceed.

24 MR. JORDAN: Oh, sir, if you don't  
25 mind, I'll -- I'll proceed with that. If -- if

1 there's nothing -- no other preliminary about  
2 it. And let me start here. I've already  
3 pre-marked some exhibits for identification.  
4 Here's a copy of one. And here's the original.

5 COURT REPORTER: Thank you.

6 MR. JORDAN: All right. Judge,  
7 marked as Exhibit 1 is the Notice of Hearing of  
8 today's hearing. Number 2 is the Confession of  
9 Judgment, which is the subject of this lawsuit.  
10 The Confession of Judgment that is -- is in  
11 favor of my client, Reverend Gloria Darrell,  
12 signed by Daisy H. Walden. And that was filed  
13 in the court -- the Clerk of Court's office in  
14 Florence County on January the 27th, 2016. For  
15 identification Exhibit 3, Execution on Judgment,  
16 which was on its face returned by the Sheriff,  
17 marked 3. That was filed in the Clerk's office  
18 on May 26, 19--- of 2016. The Exhibit 4 is the  
19 calculation of judgment debt, which I presented  
20 at the last hearing. Now, this is the  
21 recalculation, which is calculated based on a  
22 principle of 70,000 dollars, not 170,000  
23 dollars. And it calculates interest based on  
24 our statutory laws, pre-judgment interest of  
25 eight and three quarters percent, and

1 post-judgment interest that changes annually.  
2 And the calculation is set forth on that  
3 particular document. I have not heard any  
4 comments about the document, whether or not the  
5 calculation is somehow erroneous. So, at this  
6 stage, it is my belief that it is correct. The  
7 Exhibit 5 is the subject property of this case,  
8 is entitled to real estate that is conveyed to  
9 the Defendant, Daisy E. Walden and her husband  
10 Richard Walden by Berkshire Investments, LLC.  
11 And that was recorded back in May 17 -- May --  
12 May 17th, 2016. The title had been in -- in the  
13 name of Mr. and Mrs. Walden since 2016 as joint  
14 tenants with right of survivorship. The  
15 circumstances changed in May of this year when  
16 Mr. Richard Walden died, and therefore his  
17 interest in the property went to Daisy Walden,  
18 who now is the exclusive owner of the property.  
19 And that -- that's a small explanation of the  
20 delay in trying to enforce this judgment, is  
21 that it's only very recently come into the name  
22 of the --

23 THE COURT: Excuse me.

24 MR. JORDAN: -- Defendant, Daisy  
25 Walden.

1                   THE COURT:   Excuse me.  I -- I  
2   believe that this property noted by Exhibit 5 is  
3   subject to a mortgage to the Carolina Bank and  
4   Trust?

5                   MR. JORDAN:  Yes, sir.  Next -- the  
6   next exhibit I have is Number 6, is the copy of  
7   that mortgage.  That mortgage is still open of  
8   record.  It is presumed that it is still a valid  
9   enforceable mortgage.  We had asked in the  
10   Complaint that the subject property be sold  
11   subject to that mortgage as most lenders are --  
12   are prone to do.  They don't want to talk to  
13   anyone other than the borrower.  So, they will  
14   not inform us the status of that particular  
15   mortgage.  But we have found you know, let's  
16   call it approximations from people in the note.  
17   And they say that the approximate balance of  
18   that mortgage is about 250,000 dollars.  We also  
19   hear that the mortgage is not current but is,  
20   you know, being serviced well enough that  
21   they're not in a -- in a procedure where they go  
22   in foreclosure anytime soon.  Now, that's what  
23   we've been told.  There is certainly no  
24   guarantee they won't do it you know, tomorrow.  
25   But the -- the end result is what we want Judge,

1 is to have the property sold, subject to that  
2 mortgage. That mortgage will then survive the  
3 sale and be unaffected at all by this lawsuit or  
4 the -- the foreclosure sale of the property.  
5 The purchaser therefore will take the title  
6 subject to that mortgage. The final exhibit,  
7 Number 7 is a Waiver of Deficiency Judgment,  
8 which I have signed on behalf of my client. The  
9 circumstances of this -- of this case, Judge, as  
10 we've discussed, is I believe it pretty much  
11 impossible for this judgment to be enforced at a  
12 later date because it does expire on January the  
13 27th of 27 -- 2026. In other words, just a few  
14 months from now. So that -- this -- this debt  
15 that we're trying to collect, the judgment  
16 itself will no longer be enforceable after that  
17 date, is my understanding under the case law.  
18 So that's - that's -- that's what -- what we're  
19 asking, that the Court accept into evidence.  
20 But at this stage, I would -- I would turn to  
21 the Motion for Summary Judgment, which of course  
22 was filed on October the 6th, 2025, just a  
23 couple of weeks ago.

24                   It was supported by my affidavit.  
25 And then the reason it is my affidavit Judge is

1 -- is I'm the only one that actually has any  
2 active knowledge of -- of what was done. I  
3 mean, I -- I was dealing with -- with Daisy  
4 Walden back then in 2015. I had actually  
5 brought a lawsuit against her to collect a  
6 promissory note that she gave to my client. And  
7 I -- I had actually filed a suit in Florence  
8 County against her. And in response to that  
9 suit, Ms. Walden offered to confess judgment.  
10 And when she -- when she made that offer, then  
11 with my client's agreement, I prepared a  
12 confessional judgment for her to sign. Now that  
13 confessional judgment is basically identical in  
14 -- in its terms that were in the promissory note  
15 that -- that Daisy Walden had previously signed  
16 in favor of my client. It basically -- it  
17 doesn't just refer to the note, it's sets forth  
18 the terms of the note. Now, that is -- I -- I  
19 think I'll make an aside here. That -- that  
20 being said, you know, that -- that particular  
21 promissory note and Confession of Judgment  
22 would've resulted in a -- a judgment today of  
23 about 426,000 dollars, based on the terms of the  
24 promissory note and based on the terms of the  
25 confession of judgment. The Confession of

1 Judgment refers to a -- a stipulated interest  
2 amount rather than a rate of interest. So, in  
3 order to make things more appropriate, I think,  
4 Judge -- and this was -- was discussed at the  
5 last hearing. I recalculated the debt using the  
6 principle that was actually lent by my client to  
7 Ms. Daisy Walden of 70,000 dollars. So, that's  
8 the principle. And under -- under statute --  
9 and I'll find the statute. The statute is 30 --  
10 Section 34-31-20. And that -- that statute  
11 provides for two things; pre-judgment interest  
12 and post-judgment interest. All of those  
13 interest charges are mandatory according to the  
14 statute and case law. The pre-judgment interest  
15 at eight- and three-quarter percent it is  
16 calculated as -- as simple interest, not  
17 compounded. And the -- the second set of -- of  
18 rates of post-judgment interest, the Supreme  
19 Court changes the interest rate every --  
20 effective every January the 15th. So, every  
21 year it changes or is -- or is certainly  
22 possible to change. And when it's calculated  
23 pursuant to the statute, that interest is  
24 compounded. So, when I calculated --  
25 recalculated the debt in -- in the document

1 marked Exhibit Number 4, I started with 70,000  
2 dollars principle. I then added interest at the  
3 pre-judgment rate for a number of days between  
4 the date of the -- the note and the date of the  
5 filing of the confession of the judgment. And  
6 after the filing of the Confession of Judgment,  
7 the post-judgment interest started, and then the  
8 calculation goes on an annual basis.

9 Effectively the 15th of January, the interest  
10 rate changes and -- and as I say, compounded  
11 interest is then added. The total figure on  
12 that exhibit is -- is approximately 400 --  
13 211,000 dollars, which is less than half of what  
14 the -- what the note and the Confession of  
15 Judgment would have indicated. So -- so I think  
16 that's more appropriate under our laws that the  
17 promissory note and the -- and the Confession of  
18 Judgment had failed to indicate an interest  
19 rate. And, you know, I -- I think with that  
20 concession, the -- the debt that we are  
21 requesting of approximately 211,000 dollars is  
22 an appropriate calculation of the amount due  
23 over the confession of judgment. And Judge, we  
24 -- I will point out also that no attorney's fees  
25 have been added. No court costs have been

1 added. We're not asking for those things to be  
2 added up till today. I would like that the  
3 Court -- if the Court agrees with us, that the  
4 Court would allow us to assess court charges  
5 starting today, which would include court  
6 reporter, for example -- for example. And going  
7 forward, which would include publication of a  
8 Notice of Sale, that -- that kind of thing. You  
9 know, not terrific amounts of -- of -- of costs.  
10 But those be added. Still no attorney's fees  
11 are requested. I don't think that would be  
12 appropriate under the terms of the document.  
13 So, we're not asking for those things. So, our  
14 -- our, you know, judgment is effectively  
15 211,000 dollars, plus a little bit of court  
16 costs and interest calculated at the judge --  
17 post-judgment rate currently of 11.5 percent.  
18 Now, of course, in January the 15th of 2016 --  
19 2026, that interest rate will most certainly  
20 change. The Supreme Court will change it to  
21 some number, I'm sure. But the interest rate  
22 will probably not stay at 11.5 percent after the  
23 14th of January. But that's -- you know, that  
24 -- that's what we're asking, Judge, that the --  
25 the con -- con -- confession judgment being

1 enforced. The Confession of Judgment, you know,  
2 I -- I think is -- is a clear document. It is  
3 based on you know, evidence that shows that Ms.  
4 Walden signed it. She -- we've got -- in the  
5 record, we've got the promissory note that she  
6 signed. We've got the Confession of Judgment  
7 that she signed. We've got other documents that  
8 she has signed, including the deed that she --  
9 she and her husband signed on behalf of  
10 Berkshire Investments. They were the owners of  
11 that company apparently. But they signed the  
12 deed, which was put into evidence as Exhibit  
13 Number 5. They signed the deed on behalf of  
14 Berkshire Investments and conveyed the property  
15 to themselves. The signature -- signature on  
16 that deed is almost, you know, effectively  
17 identical to the -- to the signature signed by  
18 Ms. Walden throughout this process. I -- I  
19 don't think there's any question that she signed  
20 the promissory note, that she signed the  
21 confession of judgment. And that, you know, the  
22 Confession of Judgment remains something that  
23 they can be enforced by the judgment creditor,  
24 my client, Reverend Gloria Darrell. Now, she  
25 claims in the -- in the Complaint that no

1 payments were made on this account. That's  
2 certainly my understanding. But the -- I think  
3 the important thing there is that in the Answer,  
4 the Defendant does not -- not deny the accuracy  
5 of that statement. So, I would say that you  
6 know, the calculation that I presented, which --  
7 which indicates no payments were charged or  
8 debted to the account that ought to be accepted  
9 as the final figure. So, we're asking for the  
10 Court to approve the validity and amount of the  
11 Confession of Judgment and to establish the  
12 rights of foreclosure that the Plaintiff has in  
13 this case, to set this property for sale at the  
14 first available sale date to sell the property  
15 subject to the mortgage of Carolina Bank and  
16 Trust Company. And you know, all of that needs  
17 to happen before late January, 2026.

18 THE COURRT: Okay.

19 MR. JORDEN: That's the Plaintiff's  
20 case on -- on the motions.

21 THE COURT: Mr. Holbrooks?

22 MR. HOLBROOKS: Thank you, Your  
23 Honor. I hope the Court will forgive me. I'm  
24 on the mend from about a ten-day cold. This put  
25 me out of commission, but I'm not contagious as

1 far as I know, and appreciate the understanding  
2 as I move forward here. I would first note that  
3 at our last hearing I raised and had the  
4 opportunity to argue a 12(b)(6) Motion to  
5 Dismiss based on the invalidity of the  
6 Confession of Judgment that's subject to this  
7 action. I -- I would like to briefly restate my  
8 position on that to begin, which I do think  
9 bears extreme relevance to the Motion for  
10 Summary Judgment at issue here today. South  
11 Carolina Code 15-35-360 states before judgment  
12 by confession shall be entered, a statement in  
13 writing must be made and signed by the Defendant  
14 and verified by his oath to the following  
15 effect. In relevant part section two, if it be  
16 for the money to or to become due, it must state  
17 concisely the facts out of which it arose and  
18 must show that the sum confessed therefore is  
19 justly due or to become due. In the Confession  
20 of Judgment there, it lacks a concise statement  
21 of facts. In the case of Woods v. Bryan  
22 quoting, "It is certainly well stated in this  
23 state that a description of a note without a  
24 statement of the indebtedness for which the note  
25 was given, is not sufficient to sustain a

1 confession before the clerk." I believe I noted  
2 last time that the -- the lack of facts --

3 THE COURT: Excuse -- excuse me.

4 What was the name of that case, sir?

5 MR. HOLBROOKS: That's Woods v.  
6 Bryan.

7 THE COURT: Case number?

8 MR. HOLBROOKS: 19S.E.218, 41 S.C.  
9 74.

10 THE COURT: Go Ahead. Proceed.

11 MR. HOLBROOKS: As I noted last  
12 time, the lack of statement of facts is -- is a  
13 part of the trouble that defense counsel has run  
14 into in this case. Yeah, and I'll -- I'll come  
15 back once I note further that the verification  
16 by oath, which is also statutorily required  
17 fails. If you'll excuse me one second. I  
18 pointed out to the Court previously that the  
19 verification was signed purportedly by the  
20 document itself. I believe that date to be  
21 January 21st of 2016. Following that, the  
22 original document was allegedly sent back to the  
23 Defendant in this case, Ms. Daisy Walden. And  
24 the execution -- excuse me, let me restart. I  
25 apologize. The verification of oath was signed

1 when the original document was undated with one  
2 witness signature. The verification of the  
3 Defendant in this action's oath was dated  
4 January 14th of 2016. Following that, the  
5 document was mailed back to opposing counsel.  
6 And then the original was once again mailed back  
7 to the Defendant in this action, at which time  
8 the original document was dated -- it was  
9 post-dated beyond the date of the verification.  
10 And for a variety of reasons, under South  
11 Carolina Code 26-1-90, that verification fails.

12 THE COURT: Give me that section  
13 again.

14 MR. HOLBROOKS: Yes, Your Honor.  
15 That is 26-1-90.

16 THE COURT: Okay.

17 MR. HOLBROOKS: I will point out  
18 that the United States Supreme Court in the case  
19 of Overmyer v. Frick, cited the Chief Justice of  
20 the New Jersey Supreme Court at that time and  
21 called the cognovit or what's commonly known  
22 Confession of Judgment as the loosest way of  
23 binding a man's property that ever was devised  
24 in a civilized country. I say that to follow  
25 with the case Kohn v. Meyer, South Carolina

1 Supreme Court case that stated in that case  
2 there was a fatal objection in the confession of  
3 judgment. It did not comply with the statutory  
4 requirements relevant at that time, in as much  
5 as it does not state the facts out of which the  
6 debt arose, which it was given to secure. As we  
7 have said in the recent case of Ex Parte  
8 Carroll, the judgment in question derives its  
9 origin from a special statutory provision. And  
10 to make it valid, the requirements of the  
11 statute must be strictly complied with. In this  
12 case, the Defendant signed a Confession of  
13 Judgment and to some extent waived her rights to  
14 due process that she would've been afforded  
15 beyond that point. Case law time and time again  
16 tells us that the requirements of the statute  
17 must be adhered to, and they simply were not in  
18 that case. So, I would at this time revive my  
19 12(b)(6) Motion to Dismiss on the grounds that  
20 the confession that this entire action is  
21 subject to is invalid and entirely void based on  
22 the lack of a concise statement of facts, and  
23 based on very clear indication that there were  
24 material changes to the subject document after  
25 it had purportedly been verified by the

1 Defendant's oath. To tread further into the  
2 Motion for Summary Judgment, that motion was  
3 filed prior to our last appearance. I believe  
4 the last time that we were in front of Your  
5 Honor, there were a number of elements that came  
6 to light suggesting there are absolutely  
7 meritorious defenses to proceed on in this case.  
8 I'll give further detail if the court wishes.  
9 But just to state simply, I do not find  
10 foreclosure to be the proper remedy for what's  
11 been presented in this -- in this case. I find  
12 there to be clear evidence to suggest that the  
13 Plaintiff had unclean hands, which would not  
14 afford her the right to foreclosure as a matter  
15 of equity. And I will leave it there, Your  
16 Honor, and simply state that we oppose  
17 Plaintiff's Motion for Summary Judgment.

18 THE COURT: If I follow you from the  
19 last time and today, I don't believe you  
20 challenged the fact that the confession was  
21 signed by Ms. Walden. Your objection is that  
22 based on Mr. Jordan's comments, that he sent the  
23 confession to her and it came back with one  
24 witness rather than two and it was sent back to  
25 get the second witness to sign. Now, you're not

1 disputing that, I don't believe?

2 MR. HOLBROOKS: I would not dispute  
3 anything --

4 THE COURT: You -- you may not like  
5 the --don't like the procedure, but you don't  
6 deny that that happened?

7 MR. HOLBROOKS: I -- I don't deny  
8 that Mr. Jordan sent, drafted and sent the  
9 Confession of Judgment to Ms. Walden. I -- I --  
10 there -- there is a extraneous evidence that --  
11 that I have been working to piece together and  
12 have the Defendant's daughter here today with  
13 some plans to speak on that suggest there were  
14 things occurring in Ms. Walden's household at  
15 that time that do call into question whether  
16 that is her signature on that confession. We  
17 would contest that she signed the promissory  
18 note. And evidence may suggest that she did not  
19 sign the confession either. But I cannot in  
20 good faith attest to the fact that she did or  
21 did not.

22 THE COURT: Go ahead.

23 MR. HOLBROOKS: The -- the only  
24 thing that I would note is, is prior to even  
25 coming to that point or -- or becoming necessary

1 to argue whether it was her signature on the  
2 document, I would say that whether it was or it  
3 wasn't, the confession still fails for a  
4 multitude of reasons that I've presented. So, I  
5 -- I obviously find it to be extremely relevant  
6 whether the Defendant signed that confession or  
7 not herself. But I would state that in any  
8 event, the confession still fails.

9 THE COURT: Go ahead. Go ahead.  
10 Anything else?

11 MR. HOLBROOKS: Judge, to -- to  
12 summarize, the last point that I would make is  
13 the equitable nature of this action is -- is  
14 absolutely right for argument on the merits.  
15 I've -- I've already noted in detail my position  
16 that the confession is statutorily void. I  
17 believe the Plaintiff is seeking recourse as a  
18 matter of equity as opposed to a statutorily  
19 defined legal remedy in this case. I believe  
20 equity fails as to the Plaintiff's desires by  
21 way of unclean hands. And I must also note that  
22 I -- I do not think equity would allow for  
23 foreclosure of the Defendant's home in this  
24 case, specifically with testimony that the  
25 appointed guardian ad litem in this matter has

1 to present on the circumstances surrounding the  
2 entirety of this. And I'll conclude.

3 THE COURT: Okay. Take a break for  
4 a minute. Go off the record.

5 (Off the record.)

6 THE COURT: At this time prior to  
7 Mr. Jordan's rebuttal --

8 MR. HOLBROOKS: Your Honor, the only  
9 other thing I note that I believe I may have  
10 neglected to mention earlier, very briefly,  
11 delving further into argument that would simply  
12 be to notate the unconscionable terms on the  
13 face of the prior agreement in this matter. I  
14 -- I understand that Mr. Jordan has -- has made  
15 efforts to amend the terms to that agreement at  
16 this point while to some extent appreciated. I  
17 -- I think that is somewhat telling to -- to  
18 indicate that the initial terms that this action  
19 is based on and was notated in the Complaint  
20 were -- were unconscionable in their face.  
21 Statutorily, I believe that gives this court  
22 some discretion in determining how to manage or  
23 dispose of the agreement. And that's the only  
24 thing that I wanted to add, Your Honor.

25 THE COURT: Okay. Mr. Jordan?

1 MR. JORDAN: Thank you, Your Honor.

2 I want to address that last comment first. The

3 Confession of Judgment is a reflection of the

4 promissory note. The promissory note was

5 prepared by the Defendant Daisy Walden.

6 Obviously, in terms of -- of the promissory note

7 or -- or her creation, it certainly made no

8 effort to comply with South Carolina law or that

9 type of thing. So, you know, in the

10 acknowledgment that South Carolina law should be

11 applied in enforcing the promissory note and the

12 Confession of Judgment, we have recalculated the

13 debt based on South Carolina statute. I mean,

14 that's pretty simple. But now with regard to

15 the primary argument --

16 THE COURT: Excuse me a moment.

17 MR. JORDAN: -- with regard to the

18 --

19 THE COURT: Excuse me a moment. I

20 don't believe -- if I overlooked something, I

21 don't believe any promissory note has been put

22 in evidence or has been referred --

23 MR. JORDAN: A promissory --

24 THE COURT: -- to today.

25 MR. JORDAN: A promissory note, I

1 think is attached to the Summary Judgment  
2 Motion. Let me find it here. If I can find the  
3 Summary Judgment Motion. I'm sure I've got one  
4 in here somewhere. Judge, here's a copy of the  
5 promissory note.

6 THE COURT: Thank you. I'm sorry, I  
7 had seen this.

8 MR. JORDAN: And that's the way my  
9 client received it, by email, Judge.

10 THE COURT: Yeah. I'll give it back  
11 to you. I have a copy.

12 MR. JORDAN: If you'd like to keep a  
13 copy, I'll be happy to --

14 THE COURT: No, I've got a copy.  
15 Thank you. You may proceed.

16 MR. JORDAN: Thank you, Your Honor.  
17 I would like to address the -- the validity of  
18 the Confession of Judgment. And I've got to  
19 hand it to Mr. Holbrooks' research ability on  
20 finding these cases that are well over a century  
21 old. But -- but I have a more recent case, I  
22 think that applies that I'd like to read a  
23 couple of sentences.

24 THE COURT: It doesn't offend -- it  
25 doesn't offend me that he went back because I'm

1 almost a century old.

2 MR. JORDAN: Judge, I'm -- I'm going  
3 refer now to Linda Mc Company -- that's Linda,  
4 M-C-C-O. period versus Shore. And it's 375 S.C.  
5 432, a nine -- a 2007 case and Court of Appeals  
6 decision. And it -- it basically states in here  
7 that -- and of course, this is referring to  
8 different facts. It says, the judgment sets  
9 forth that the Shore's owe 110,000 dollars, plus  
10 costs and reasonable attorney's fees incurred by  
11 Plaintiff in enforcing the guarantee. The  
12 judgment was made in writing and signed by the  
13 Shore's and verified by their oath.  
14 Post-judgment interest accrued as a matter of  
15 law. The judgment satisfies the satis -- the  
16 statutory requirements. That's what it said  
17 immediately after citing the section that Mr.  
18 Holbrooks just cited of 15-35-360. So, in other  
19 words, stating concisely is accomplished by  
20 basically stating -- stating the -- the  
21 principle and -- and you know, what is owed. I  
22 mean, effectively you don't have to go to every  
23 -- you know, you -- you -- you don't have to  
24 spell out more so than you would in any kind of  
25 guarantee agreement or promissory note or even a

1 bank's promissory note. I mean, it's -- it's --  
2 it's not only you know, pretty -- pretty I think  
3 straightforward. The -- the Confession of  
4 Judgment is pretty straightforward, but it also  
5 is made under oath. And I would point out to  
6 you that my affidavit, which is attached to the  
7 Motion for Summary Judgment, has various  
8 correspondences that I sent to Ms. Walden with  
9 regard to the completion of this confession of  
10 judgment. One of the letters to her, which was  
11 returning the confession of judgment, which she  
12 had sent to me initially with -- and it was  
13 short one signature, returning it to her and  
14 requesting that she get another signatory on the  
15 document. She did it and returned it to me and  
16 that's what we filed. I mean, it's certainly --  
17 it's certainly you know, pretty -- pretty  
18 straightforward situation. I mean, if you -- if  
19 you have -- have the ability to look behind  
20 witness signatures on documents like this, every  
21 deed that's recorded would be suspected. You've  
22 got -- you know, I mean, at this stage, no  
23 question, we've got a -- a -- a promissory note,  
24 and then a Confession of Judgment that is signed  
25 by Daisy Walden. And in the case -- the case of

1 the Confession of Judgment, two witnesses signed  
2 saying that she saw -- that they saw her sign  
3 the document. And she signed a verification  
4 before a notary under oath claiming that this is  
5 her document, her -- her -- her doing. But what  
6 I think is important at this stage, Judge, is,  
7 you know, these things that the Defendant are --  
8 they're bringing up here, you know, that are  
9 effectively matters claiming or -- or -- or  
10 complaining about the lack of -- of sufficient  
11 material facts. You know, they -- they haven't  
12 before today really brought up any of this  
13 stuff. I mean, they -- you know, I -- I filed a  
14 Motion for Summary Judgment. I attached a  
15 detailed affidavit to it. I served the  
16 document. And then according to Rule 50 -- 56,  
17 I should be getting back an affidavit from the  
18 Defendant that explains to the Court what --  
19 what material facts are in dispute. There are  
20 no material facts in dispute. I mean, that's  
21 effectively that. And the -- you know, the fact  
22 that there's a lack of affidavit here, I think  
23 is sufficient for the Court to simply grant the  
24 summary judgment motion. But, you know, if we  
25 -- if we want to address these particular

1 issues, we can address them. But it at the end  
2 of the day, we also have to look at the  
3 pleadings, in the Answer that the Defendant  
4 filed. In paragraph three of the Complaint, we  
5 talked about the fact that the Defendant  
6 executed a confession of judgment. They didn't  
7 deny that other than stating without sufficient  
8 information to form a belief. So, they just  
9 summarily denied it. I mean, they -- they're  
10 not raising any issue that -- you know, they're  
11 basically saying, we need to check on it.  
12 Paragraph seven of the Complaint has to do with  
13 the judgment being a lien on the property. Same  
14 response. They're lacking any kind of  
15 information. So, they can't -- can't -- can't  
16 address that particular point. And -- and then  
17 you get to paragraph eight of the Complaint, and  
18 it has to do with the mortgage that we've just  
19 been through. And, you know, they have no  
20 information on the mortgage unit. But the  
21 important one here is paragraph 12 of the  
22 Complaint, which says, no payment on the  
23 judgment has been made. And their response in  
24 paragraph 13 of the Answer was also, without  
25 sufficient information. My client cannot prove

1 a negative. I mean, she can't prove that she  
2 never got a payment. You know, that kind of  
3 thing comes up from time to time, but it's up to  
4 the payer to prove that they made a payment.  
5 So, I think the end result is nobody can prove  
6 that a payment was made. So, at the end of the  
7 day, the -- the -- the confession judgment has  
8 gone for almost ten years now without payment.  
9 And I think that makes it a pretty easy  
10 calculation. And again, I have not in my  
11 calculation applied any payments. So, if there  
12 were any, I'd be willing to give credit for  
13 them. But there's no evidence at all that there  
14 is any kind of -- of payment on this account,  
15 which for almost ten years now has gone unpaid.  
16 I mean, that's, you know, certainly not in good  
17 faith. Let's say it that way. But with regard  
18 to the confession being void, I've got -- I've  
19 got something around here. Here we go. Well,  
20 this is not what I'm looking for, but I do want  
21 to make the point that -- that they are -- the  
22 Defendant is in no position to make any  
23 stipulation of facts or announcement of some  
24 type of factual material -- material facts in  
25 this case, because they don't have any personal

1 knowledge of it. They have an inability to  
2 produce any factual knowledge of the  
3 circumstances. That's only -- only -- that's  
4 basically the issue that's involved in this  
5 summary judgment motion is that there are no  
6 issues of material fact in dispute. And if  
7 there are no -- no issues of material fact in  
8 dispute, then therefore the motion should be  
9 granted. There's no need to have a trial if the  
10 matter -- if the matter can be decided as a  
11 matter of law. And with regard to matter of  
12 law, Judge, I got to tell you, it took me a  
13 while in my practice to come around to  
14 understand and appreciate foreclosures of  
15 judgment. I kind of questioned them from the --  
16 from the start 20 years ago or so. But it's  
17 become a matter that's absolutely in vogue. It  
18 happens all the time now. And I don't see any  
19 reason in the world why a -- a lawsuit to  
20 foreclose a judgment against a specific piece of  
21 property is somehow inappropriate. I mean, it  
22 is typically just -- just like a foreclosing a  
23 homeowner's association lien or foreclosing --  
24 even foreclosing a mortgage. You know, you --  
25 you've got a right under law to collect your

1 debt. And this is one of the ways you can do  
2 that. And it's really one of the most  
3 appropriate ways because it actually gets a -- a  
4 -- a result that is -- is going to protect all  
5 the parties, if that's possible. So, I -- I  
6 tell you, I mean, in this case, I think a  
7 foreclosure of judgment is the appropriate  
8 relief and we've sought it. We've asked the  
9 Court to grant our -- our complaint for  
10 foreclosure. And we -- we certainly believe  
11 that based on our present -- presentation of  
12 this Motion for Summary Judgment, there's no  
13 opposition to the factual right we have  
14 foreclose. Thank you, Judge.

15 THE COURT: Okay. So, let's take  
16 about a --

17 MR. HOLBROOKS: Your Honor, if I may  
18 -- I'm -- I'm sorry.

19 THE COURT: Go ahead.

20 MR. HOLBROOKS: I'll be brief.

21 THE COURT: I got all day for you.

22 MR. HOLBROOKS: I understand Woods  
23 v. Bryan to be good standing precedent setting a  
24 law, along with Wings v. Cash, along with Ex  
25 Parte Carroll, along with a number of historical

1 cases that suggest a concise statement of facts  
2 is required to make a confession valid by  
3 statute. I'm familiar with the Linda Mc Co.  
4 case. I reviewed it. I did not present it. I  
5 -- I cannot attest to what extent -- I do know  
6 that that case was ultimately overruled. I'm  
7 not sure to what portion of it, but that's the  
8 reason I do not have it before me, because the  
9 case was overruled based on my review. The --  
10 to say that the confession was verified by oath,  
11 it -- it's uncertain at this time. And it is my  
12 strong contention that it was not because we  
13 must go to statute and determine that there are  
14 requirements for a notarial act and they failed  
15 in this case. So, the veri--- the verification  
16 by oath fails. The concise statement of facts  
17 fails based on longstanding case law. Further,  
18 I take the point extremely well that we are  
19 without sufficient information at the time of  
20 responding to the Complaint. I am defending a  
21 client who lacks the cognitive ability to  
22 discuss these matters with me. I have her  
23 daughter present today. I -- I do understand  
24 that personal knowledge is somewhat at issue,  
25 but there is pertinent information surrounding

1 this that Ms. Lorraine carries. And further, we  
2 were presented some expectation of the Plaintiff  
3 being present today, who I think has extremely  
4 valuable information that relates back to the  
5 facts of this loan at the time that it was  
6 allegedly dispersed, what her knowledge was of  
7 where those funds were going to. And the -- the  
8 presumption without her here to answer  
9 differently must be that 100,000 dollars in  
10 stipulated fees and interest repayable in 30  
11 days on a 70,000 dollars note suggests a  
12 for-profit risky enterprise, in my opinion. So,  
13 I -- I do not think that it is fair to say that  
14 being without sufficient information and belief  
15 because Ms. Walden lacks the cognitive ability  
16 to defend herself in this action. We do have an  
17 individual with the most possible knowledge in  
18 her place to answer any questions and give any  
19 personal knowledge to this Court that she may  
20 have. And we do not have the Plaintiff present  
21 or -- or to be subject to questioning  
22 surrounding the terms of this. But I would once  
23 again say that the statute time and time again  
24 must be strictly construed. It is strict  
25 adherence required by a Confession of Judgment.

1 And it fails here for two reasons. There is no  
2 verification by oath of a material fact change  
3 because the notarial requirement failed by  
4 statute. So, you failed by notarial act. You  
5 failed by oath. You failed by a concise  
6 statement of facts based on standing case law.  
7 And the only thing that's been cited to this  
8 point would require an extensive review. The  
9 Linda Mc Co. Shore case, I believe would have to  
10 be extensively reviewed as to what extent it was  
11 overruled when it was ultimately overruled.  
12 Thank you.

13 THE COURT: All right, let's take a  
14 15-minute break. Thank you for indulging me.

15 (Off the record.)

16 THE COURT: Gentlemen, let me -- I  
17 tell you what I'm looking at and where I'm  
18 headed. First of all, I congratulate both of  
19 you for a -- a very good presentation. It's a  
20 very unusual case. But I note that on March 4th  
21 of 2013, Ms. Walden gave a promissory note to  
22 Reverend Gloria Darrell, the sum of 70,000  
23 dollars and goes on and describes the amount of  
24 plus 100,000 dollars for a total of 170,000  
25 dollars. Mr. Jordan, you've kind of dismissed

1 and -- and you're just seeking the original  
2 70,000 dollars debt, plus accrued interest?

3 MR. JORDAN: Yes, sir.

4 THE COURT: You're ignoring the,  
5 what I call a penalty clause in -- in this.  
6 That was in 2013. Then I see from the record on  
7 January 27th of 2016, the Clerk of Court for  
8 Florence County clocked in a Confession of  
9 Judgment, which states that she is justly and  
10 truly indebted to the Plaintiff, Reverend Gloria  
11 Darrell, on a pro -- promissory note dated March  
12 4th, 2013. That means the note that I had just  
13 a moment ago referred to. And it states the  
14 judgment interest and authorizes the entry of  
15 judgment against -- or in favor of -- of  
16 Reverend Darrell. And that's dated January  
17 21st, 2016. Filed January 27th, 2016 with the  
18 Clerk of Court. Then I note that in 2014,  
19 Berkshire Investment, which I understand, and  
20 correct me if I'm wrong, but Berkshire  
21 Investment, although the name is similar, was  
22 not referring to Warren Buffet. But Berkshire  
23 Investment, from everything that I've heard or  
24 seen in this case was Mr. and Mrs. Walden. And  
25 then Berkshire conveyed the property to Richard

1 Walden and Daisy H. Walden. And I believe that  
2 the deed was filed May 17th, 2016. And as I  
3 understand the testimony, Mr. Walden passed  
4 away. Now, I believe the wording of the  
5 confession is adequate to meet the requirements  
6 of 15-35-350 and 15-35-360. The date asserted  
7 on the Confession of Judgment where it says  
8 executed and delivered at Effingham, South  
9 Carolina this 21st day of January 26, '15.  
10 Whereas on page two in the verification someone  
11 filled in 14th of January, 2016. Now, I'm not a  
12 handwriting expert, but I bet you 50 dollars to  
13 50 cents that the signature on both pages is the  
14 same. I think the explanation I have heard from  
15 Mr. Jordan on that, it's just a -- a clerical  
16 error that could easily have happened. I'm  
17 afraid I may have in my days of practice been  
18 guilty of a similar error. I hope not, but I  
19 very well could have. It is my opinion that the  
20 judgment stands, and I'll be glad to entertain  
21 an order, if you'll forward to tell me for  
22 review. And then I will tell you of any change,  
23 if any, and then it can be e-filed. Okay.

24 MR. JORDAN: Judge, you are looking  
25 for an order that states not only that the

1 judgment stands, but the judgment is being  
2 foreclosed?

3 THE COURT: Yeah.

4 MR. JORDAN: Correct? I'm prepared  
5 to hand up one today.

6 THE COURT: Pardon?

7 MR. JORDAN: I'm prepared to hand up  
8 an order today.

9 THE COURT: I should be around most  
10 of the day. I had set the whole day aside for  
11 y'all. Okay. Hearing concluded.

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CERTIFICATE OF REPORTER

State of South Carolina  
County of Florence

I, Roger Williamson, Court Reporter and  
Notary Public for the State of South Carolina,  
do hereby certify that the transcript of the  
foregoing proceedings contains a true record of  
the hearing in the above-captioned cause.

I further certify that I am neither  
attorney nor Counsel for, nor related to or  
employed by any of the parties connected to the  
action, nor am I financially interested in the  
action.

Witness my hand at Florence, South  
Carolina, this the 19th day of November, 2025.

\_\_\_\_\_

Roger Williamson  
MY COMMISSION EXPIRES:  
February 4, 2032