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| 1 | STATE OF SOUTH CAROLINA |) | IN THE COURT OF |
| | |) | COMMON PLEAS |
| 2 | |) | OF THE THIRTEENTH |
| | COUNTY OF GREENVILLE |) | JUDICIAL CIRCUIT |
| 3 | |) | |
| | |) | |
| 4 | |) | |
| | KENNETH E. BROWN AND RENEE B. |) | |
| 5 | BROWN, |) | |
| | |) | |
| 6 | PLAINTIFFS, |) | TRANSCRIPT OF RECORD |
| | |) | 2023-CP-39-01178 |
| 7 | vs. |) | |
| | |) | |
| 8 | TERESA LYNNE WALDROP A/K/A |) | |
| | TERESA L.S. WALDROP, AND U.S. BANK |) | |
| 9 | NATIONAL ASSOCIATION, EL SHAMMAH |) | |
| | RANCH, LLC AND WELLS FARGO BANK, |) | |
| 10 | N.A., |) | |
| | |) | |
| 11 | |) | |
| | DEFENDANTS. |) | |
| 12 | |) | |



September 22, 2025
Greenville, South Carolina

B E F O R E:
HONORABLE CHARLES B. SIMMONS, JR., Judge.

A P P E A R A N C E S
J. MARSHALL SWAILS, FOR
For Plaintiff
MICHAEL B. DODD, ESQUIRE
For Defendant Teresa Waldrop
CHAD BURGESS, ESQUIRE
For Defendant U.S. Bank National Association

Julie A. Cendroski,
Master in Equity Court Reporter
Thirteenth Judicial Circuit

1 KENNETH AND RENEE BROWN VS. TERESA WALDROP, ET AL.

2 (This hearing was conducted via Zoom.)

3 THE COURT: All right. Let's go ahead and go on
4 the record. This is 2023-CP-39-01178, in the matter of
5 Brown versus Waldrop and others. Case has been referred
6 to me sometime back as a special referee. I want to go
7 through a little bit of the, what I believe and
8 understand to be the uncontested facts.

9 Initially, this action was filed as a foreclosure
10 of a judgment lien, and the lawsuit was filed back in
11 2023. Teresa Waldrop filed a pro se answer on November
12 30, 2023, making just a general defense. But
13 significant to note is, in her pro se answer, she did
14 not allege that she did not own the real estate involved
15 herein.

16 There was then -- there have been any number of
17 hearings in this case. The most substantive, perhaps,
18 was the hearing held July 30, 2024, which was a hearing
19 on the merits. And Ms. Waldrop personally appeared at
20 that hearing, did not assert or raise that she did not
21 own the property. As a result of that hearing, an order
22 was filed on August 12, 2024, directing the sale of the
23 property.

24 The property was then sold on November 4, 2024,
25 and there was an order on sale of real estate

1 establishing that sale, and confirming that sale. It
2 was filed with the clerk's office on November 18, 2024.

3 Thereafter, there was a Motion to Intervene that
4 was filed by Logan and Evan Williams, and that motion
5 was dated July 16, 2025. Following a hearing on that
6 motion, in which Logan and Evan Williams participated,
7 the Court issued an order dated July 16, 2025, which
8 more fully is set forth, of course, in the terms of the
9 order. But one critical fact to the motion here today
10 is that the quitclaim deed that Logan and Evan Williams
11 assert established their ownership property, or their
12 ownership rights in the property, on its face was
13 executed October 22, 2021. However, it was not recorded
14 until September 23, 2024, well after Plaintiffs had
15 filed their Lis Pendens and the Complaint in this
16 action.

17 So, I believe that the only outstanding motion
18 left to be resolved is Ms. Waldrop's motion filed May
19 16, 2025 through, you know, her attorney, Mr. Dodd. So,
20 before I hear from Mr. Dodd, let me hear from -- I know
21 we have three attorneys on the Zoom call this afternoon.
22 If I could get each one of you to identify yourselves
23 and who you're here on behalf of.

24 MR. SWAILS: Marshall Swails, I represent the
25 Plaintiffs in this action, Kenneth E. Brown and Renee B.

1 Brown.

2 THE COURT: All right.

3 MR. BURGESS: Good afternoon, Your Honor. Chad
4 Burgess here on behalf of Defendant U.S. Bank National
5 Association.

6 MR. DODD: Good afternoon, Your Honor. Michael
7 Dodd on behalf of Ms. Waldrop.

8 THE COURT: All right. And was Wayne Wheeler,
9 the purchaser, made a party and served with a motion and
10 given notice of today's hearing, Mr. Dodd?

11 MR. DODD: He was, Your Honor. He was served, I
12 believe on September the 8th, or thereabouts. We filed
13 a notice with the court prior to this hearing. And I've
14 actually spoken with Mr. Wheeler, having received our
15 correspondence, and he declined to really talk with us
16 about much, and asked me to make him apprised of what
17 happened today, so that's --

18 THE COURT: Okay.

19 MR. DODD: -- all I can say.

20 THE COURT: Then, Mr. Dodd, I'm looking at your
21 motion and it appears that the substance of your motion
22 is that Logan and Evan Williams had an ownership
23 interest in the property and that Wayne Wheeler, who was
24 ultimately the purchaser, had notice of this, and that
25 for those reasons, the sale that was held on November 4,

1 2024, should be set aside, so let me -- I'll be glad to
2 hear from you on that, Mr. Dodd.

3 MR. DODD: Thank you, Your Honor. And, yes,
4 that's, that's correct. I mean, at least in part it's
5 based upon their ownership interests, but also, you
6 know, 60(b) rule -- 60(b)(4) and (5) and also 60(b)(3),
7 we believe, is appropriate for the Court to consider.

8 And, Your Honor, we are looking at the order from
9 the Court related to the sale, which would then relate
10 to Mr. Wheeler as the successful purchaser. And, Your
11 Honor, it is Ms. Waldrop's position that pursuant to
12 well-established case law in South Carolina regarding
13 bona fide purchases for value and a sale of this nature,
14 that Mr. Wheeler was in a position to have not just
15 circumstantial knowledge or potential knowledge, he had
16 direct knowledge based on having entered into a contract
17 with these parties that there was a defect in the proper
18 -- the deed, the title of the property in question. And
19 so, at the time that the foreclosure sale went forward
20 and he became the successful foreclosure purchaser he
21 had direct knowledge that there was somebody else with a
22 competing claim for it.

23 Not only did he -- was he aware of that deed, but
24 he was aware because he was a party to it, a pending
25 contract for sale on that property. And that pending

1 contract, had they gone through with it, would have been
2 able to potentially satisfy the judgment with the Browns
3 and potentially avoid the foreclosure altogether.

4 He never properly terminated that contract, he
5 simply showed up at the foreclosure sale and made an
6 offer on the property that was substantially less than
7 that purchase price, the contractual purchase price of
8 \$270,000, in essence, saving himself \$150,000, but also
9 depriving the parties in interest, notably Ms. Waldrop
10 and Evan and Logan Williams of their, their purchase
11 price that they could have been, you know, having used
12 for whatever purposes they felt necessary up to this
13 point.

14 And so, Your Honor, it is our position that it's
15 not just a matter of potential happenings or someone
16 being on notice by virtue of a publicly recorded
17 document, although those things are true, because the
18 deed was recorded prior to him purchasing, but -- but
19 also, the fact that he had actual knowledge, in our
20 opinion, changes the analysis to the extent that it
21 would allow this Court to find that inequity and
22 injustice that, if the Court found it appropriate, that
23 the sale itself could be set aside, and the deed, the
24 foreclosure deed issued by this Court could be found to
25 be null and void.

1 And that's certainly, of course, what we're
2 asking the Court to find here today based upon the
3 actual knowledge, which we believe could be construed as
4 fraud upon the Court by Mr. Wheeler, because it -- his
5 assertion to the Court and his neglect to give -- be
6 forthcoming with the information that he had available
7 to him at the time of the foreclosure auction, allowed
8 the Court to move forward with an order selling the
9 property and then a deed selling the property. Both are
10 based upon the information, the misinformation that it
11 was provided there, or the lack of information.

12 But additionally, based on the bona fide
13 purchaser for value analysis in *Robinson v. Estate of*
14 *Harris and Spence v. Spence*, well established cases in
15 our state. Mr. Wheeler would not be a bona fide
16 purchaser because he knew with actual knowledge he
17 failed to act in good faith or with integrity in
18 dealing. And as such, we believe that his deed should
19 be set aside.

20 THE COURT: All right. Let me ask a couple of
21 questions before I hear from the other attorneys.
22 First, I mean, Ms. Waldrop has been actively involved in
23 this sometimes, most of the time, pro se, and then also
24 she retained you. I mean, she was at the hearing in
25 July -- on July 30th and was told that the property

1 would be proceeding to sale. There's an order issued,
2 there was advertisement pursuant to state law. The
3 property was sold to Mr. Wheeler and now some six or
4 seven months after the sale, and after an order on sale
5 of real estate is filed, it's the first time Ms. Waldrop
6 raises these issues. What's the Court to do with that
7 type of delay?

8 MR. DODD: And, Your Honor, I certainly -- I
9 cannot answer for Ms. Waldrop's actions or inactions,
10 prior to having become involved in this matter, but I
11 can tell you that, you know, she certainly said that
12 this was the first time I could, you know, gather -- get
13 enough money up together to get a representation, to
14 have somebody come and represent my interests.

15 She believes that she made the Court aware of
16 this, but of course, you know, I can only speak to
17 what's of record at this moment, or the Court can only
18 rely on what's on record at this moment. And so, I
19 think the rules, 60(b), allow for the motion to be
20 brought within a reasonable amount of time, and I think
21 there was some intent to try to work something out with
22 Mr. Wheeler, which did not happen, and so she moved
23 forward retaining counsel and bringing these actions
24 forward as soon as she possibly could.

25 And, you know, it's our position, Your Honor,

1 that the equity in this situation, the injustice in this
2 situation, outweighs the issue of timing, particularly
3 in light of the fact that Mr. Wheeler knew what was
4 going on, and we believe --

5 THE COURT: Let me ask you a couple questions
6 about that.

7 MR. DODD: -- it was done intentionally.

8 THE COURT: Is there any affidavit from your
9 client or from Mr. Wheeler or anyone else that
10 establishes that Mr. Wheeler had any degree of knowledge
11 of what you're representing? Because obviously, you
12 know, the case law is replete that the Court can't
13 accept arguments of counsel without some underlying
14 evidence or, in this case, an affidavit.

15 MR. DODD: Well, Ms. Waldrop filed an affidavit
16 in the case, asserting these things, and also attaching
17 to it, which has been filed previously in this case,
18 Your Honor. And so it should be of record with the
19 court.

20 THE COURT: Do you know -- I apologize, I don't
21 have that and didn't see it.

22 MR. DODD: Oh, okay.

23 THE COURT: Do you know what the recording date
24 of that affidavit is?

25 MR. DODD: Yes, Your Honor, the affidavit was

1 filed with the court July 11, 2025 and it was signed by
2 Ms. Waldrop, and then, it has the purchase agreement,
3 which is the contract between Mr. Wheeler and the
4 parties in question here, as well as the recorded
5 quitclaim deed, are attached to that as exhibits, Your
6 Honor.

7 THE COURT: Okay, thank you.

8 Mr. Swails, let me hear from you.

9 MR. SWAILS: Thank you, Your Honor. Marshall
10 Swails on behalf of the Plaintiffs, Kenneth E. Brown and
11 Reness B. Brown. We oppose this motion, Your Honor.
12 This property was sold nearly a year ago. Mr. Wheeler,
13 being the successful purchaser. We oppose it on the
14 same grounds we oppose the Motion to Intervene, which
15 was heard a couple months ago, in that we did a title
16 search before we filed a foreclosure, this quitclaim
17 deed wasn't a part of that title search because it
18 wasn't recorded.

19 We named Ms. Waldrop as one of the defendants.
20 She was the record owner of the property at the time,
21 and we served her November 2, 2023, making the lis
22 pendens valid. And we believe under South Carolina Code
23 15-11-20, which discusses lis pendens and their effect,
24 that everybody concerned was given constructively would
25 be bound by all proceedings taken after the filing of

1 the lis pendens to the same extent as if they were made
2 of parties to the action. The -- whatever contract --
3 Ms. Waldrop and possibly her sons had with Wayne
4 Wheeler, my clients weren't a party to that contract.

5 They filed this foreclosure, got an order
6 allowing the property to go to sale. The property was
7 advertised in the newspaper. Two runs of advertising.
8 There was one delay because of Hurricane Helene, and the
9 sale date was pushed back from October to November. We
10 feel that we did everything that we needed to do to make
11 that foreclosure sale valid. And, again, we're not a
12 party to that contract.

13 They filed this foreclosure, got an order
14 allowing the property to go to sale. The property was
15 advertised in the newspaper. Two runs of advertising.
16 There was one delay because of Hurricane Helene, and the
17 sale date was pushed back from October to November. We
18 feel that we did everything that we needed to do to make
19 that foreclosure sale valid.

20 And, again, we're not a party to that contract.
21 The Browns wanted the sale to go forward, and it did,
22 and now we're getting close to a year after the fact,
23 trying to disturb this sale. We oppose the motion.
24 Your Honor, we ask the -- the deed that was issued from
25 the sale stand and the sale stand and not be disturbed.

1 Thank you.

2 THE COURT: All right. Mr. Burgess, once again
3 we find that you're involved here. Do you take any
4 position? You're representing a senior mortgage holder,
5 correct?

6 MR. BURGESS: Yes, Your Honor. And to be clear,
7 I don't believe our mortgage relates to this particular
8 piece of property. It's another property owned by Mr.
9 Waldrop that's not foreclosed -- not subject to the
10 foreclosure sale. We don't take a position one way or
11 the other as to the motion or the defense to the motion.

12 THE COURT: All right. So, Mr. Dodd, anything
13 else for the record then, sir? You're muted, Mr. Dodd.

14 MR. DODD: I apologize, Your Honor. Nothing else
15 at this time. We appreciate the Court's consideration.

16 THE COURT: Well, I appreciate having all of you
17 here today. I'm gonna deny the motion. Ms. Waldrop has
18 been intimately involved in this from -- from the time
19 she filed a pro se answer. She's been in court multiple
20 times. She knew what was happening, even if she did not
21 have personal expressed knowledge. The order was filed,
22 the advertisement was done, the oral sale was done.

23 The Plaintiffs have done nothing other than
24 comply with the law and the procedures and the processes
25 required by the State. And it's been, as Mr. Swails

1 noted, you know we're -- we're moving on to a year. And
2 it's just, it's just too late in the game to try to
3 attack under the unique circumstances and facts of this
4 case.

5 So, Mr. Swails, if you would do a short order,
6 e-mail it directly to Ms. Herrmann, my court reporter
7 [sic] and, of course, send a copy to Mr. Dodd, and also
8 to Mr. Burgess.

9 MR. SWAILS: I will do that.

10 THE COURT: All right, thank you. And if we
11 could have it sometime within the next seven days?

12 MR. SWAILS: I should be able to do that.

13 THE COURT: Okay. All right. Thank you,
14 gentlemen. That concludes the hearing.

15 MR. SWAILS: Thank you.

16 MR. DODD: Thank you, Your Honor.

17 (Hearing concluded at 2:16 p.m.)

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19 --- THIS ENDS TRANSCRIPT OF RECORD ---

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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 22nd day of September, 2025.

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