

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

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SC Court of Appeals

APPEAL FROM CHESTERFIELD COUNTY

Court of Common Pleas

Case No. 2024-CP-1300960

Brian M. Gibbons, Circuit Court Judge

Appellate Case No. 2025-000133

Vanderbilt Mortgage and Finance, Inc

Respondent

V.

Jessica Ann Hammonds

Appellant

RECORD ON APPEAL

Jessica Ann Hammonds

382 Goodson Lane

McBee SC 29101

(843) 861-8189

Appellant

Ms. Stephanie M Huggins, SC Bar #101757

2838 Devine Street

Columbia SC 29205

(803) 799-9993

Attorney for Respondent

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STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD

IN THE COURT OF COMMON PLEAS

C/A NO.: 2024-CP-13-

Vanderbilt Mortgage and Finance, Inc.,

SUMMONS AND NOTICE

Plaintiff,
vs.

Micheal Shane Hammonds, Jessica Ann
Hammonds, and Unknown Occupant(s),

Defendants.

(File No. 4885.17624)

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY required to Answer the Complaint in this action, of which a copy is herewith served upon you, to serve a copy of your answer to said Complaint on the persons whose names are subscribed below at their office, 2838 Devine Street, Columbia, South Carolina 29205, pursuant to South Carolina Supreme Court Administrative Order 2020-04-03-01 within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief sought in the Complaint.

RILEY POPE & LANEY, LLC

s/ Stephanie M. Huggins
Stephanie M. Huggins, SC Bar #101757
2838 Devine Street
Columbia, SC 29205
(803) 799-9993
Attorneys for Plaintiff

November 6, 2024
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD
Vanderbilt Mortgage and Finance, Inc.,
Plaintiff,
vs.
Micheal Shane Hammonds, Jessica Ann Hammonds, and Unknown Occupant(s),
Defendants.

IN THE COURT OF COMMON PLEAS
C/A NO.: 2024-CP-13-
COMPLAINT

(File No. 4885.17624)

Plaintiff, complaining of the Defendants, would respectfully allege:

1. Plaintiff is a lending institution organized and existing under and by virtue of the laws of the United States, authorized to do business in the State of South Carolina.
2. Plaintiff is informed and believes that the Defendants are citizens and residents of Chesterfield County, South Carolina.
3. Plaintiff is the holder of or otherwise entitled to enforce the Consumer Loan Note and Security Agreement.
4. ***THIS IS AN ATTEMPT TO COLLECT A CONSUMER DEBT OWED BY DEFENDANT(S) TO PLAINTIFF AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.***
5. This Court has jurisdiction over the subject matter and parties to this action pursuant to South Carolina Code Annotated sections 36-2-802 and 36-2-803(a)(1) and (7).

FACTUAL ALLEGATIONS

6. The allegations contained in the preceding paragraphs of Plaintiff's Complaint are incorporated herein by reference.
7. On January 7, 2019, Micheal Shane Hammonds and Jessica Ann Hammonds gave and delivered to Vanderbilt Mortgage and Finance, Inc. a Consumer Loan Note and Security Agreement ("Contract") in the original principal amount of One Hundred Ten Thousand Six Hundred One and 57/100 (\$110,601.57) Dollars, payable in monthly installments of principal and interest of \$1,048.43, with interest at a rate of 10.30% per annum, providing for repayment as set forth in the original Contract. In order to secure the repayment of the Contract, Micheal Shane

Hammonds and Jessica Ann Hammonds gave and delivered to Vanderbilt Mortgage and Finance, Inc. a first security interest in collateral described as a 2019 CLAY VIN: CBG051726NCAB manufactured home, together with all additions, attachments and accessions now or hereafter affixed thereto. A copy of the Contract and Certificate of Title are attached hereto as Exhibits "A" and "B" respectively and are incorporated herein by reference.

8. Micheal Shane Hammonds and Jessica Ann Hammonds are in default under the Contract and are currently due and owing for the December 1, 2023 payment.

9. Micheal Shane Hammonds and Jessica Ann Hammonds have failed and refused, and continue to fail and refuse, to pay the sums due under the said Note, although Plaintiff has made written demand thereof, which is attached hereto as Exhibit "C" and incorporated herein by reference.

10. Upon information and belief, Defendants Micheal Shane Hammonds, Jessica Ann Hammonds, and Unknown Occupant(s) are residing in the subject manufactured home.

FOR A FIRST CAUSE OF ACTION
(Claim and Delivery)

11. The allegations contained in the preceding paragraphs of Plaintiff's Complaint are incorporated herein by reference.

12. Pursuant to the terms of the Contract, Plaintiff is entitled to possession of the collateral described herein, and Defendants Micheal Shane Hammonds, Jessica Ann Hammonds, and Unknown Occupant(s) have refused to deliver same to Plaintiff after written demand.

13. Defendants must be stopped from damaging, concealing or removing the collateral.

14. Plaintiff is informed and believes that the collateral is located in Chesterfield County, and that it is entitled to have the collateral repossessed by the Sheriff of Chesterfield County, South Carolina, and thereafter delivered to Plaintiff, or one of its agents or assigns.

15. Plaintiff is entitled to judgment against the Defendants together with any and all persons claiming under the said Defendants for possession of the collateral described herein as a 2019 CLAY VIN: CBG051726NCAB manufactured home.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters as set forth herein and:

1) For an Order granting Plaintiff the right to possession of the collateral described herein as a 2019 CLAY VIN: CBG051726NCAB manufactured home, together with all additions,

attachments and accessions now or hereafter affixed hereto, and directing Defendants to turn over same, and directing the Sheriff of Chesterfield County or any other county in which the collateral might be found, to assist Plaintiff in recovering same, or, at the request of Plaintiff, to seize same and turn over to Plaintiff, and the right to dispose of the collateral pursuant to South Carolina Code §36-9-101, et seq. and apply the proceeds of such sale to the indebtedness as provided by law.

2) For an Order restraining and enjoining the Defendants, their agents, servants, employees, or assigns, from damaging, destroying, concealing, disposing of, or using, so as to substantially impair the value of the Collateral during the pendency of this action or until further order of the Court.

3) For such other and further relief as this Court may deem appropriate.

RILEY POPE & LANEY, LLC

s/ Stephanie M. Huggins

Stephanie M. Huggins, SC Bar #101757

2838 Devine Street

Columbia, SC 29205

(803) 799-9993

Attorneys for Plaintiff

November 6, 2024
Columbia, South Carolina

CONV FHA VA

CONSUMER LOAN NOTE AND SECURITY AGREEMENT

LENDER: Vanderbilt Mortgage and Finance, Inc. Post Office Box 9800 Maryville, TN 37802

Borrower's Name: Micheal Shane Hammonds
Borrower's Name: Jessica Ann Hammonds
Borrower's Address: 382 GOODSON LN MC BEE SC 29101

Co-Signer's Name:
Co-Signer's Name:

In this Consumer Loan Note ("Note"), "Borrower" refers to all persons who sign this Note as "Borrower," jointly and severally. "Lender" refers to Vanderbilt Mortgage and Finance, Inc. ("Vanderbilt"), and its successors and assigns. Borrower promises to advise Lender in writing of any change of Borrower's mailing address while this Note is in effect. Lender should send any papers or notices concerning this Note to Borrower's mailing address. On the date of this Note, Borrower finances with Lender the manufactured home described below, together with the related services, furnishings, equipment, appliances and accessories included with the manufactured home (collectively called "Manufactured Home").

Description of Manufactured Home

New Used

TRADE NAME:	CAVALIER	ADDITIONAL ACCESSORIES AND FURNISHINGS: ITEM AND SERIAL #	
YEAR:			
MODEL:	76NOV28764AH19		
SERIAL NO:	CBG051726NCAB		
SERIAL NO:			

IMPORTANT NOTICE REGARDING PROPERTY INSURANCE

It is a violation of the law of the State of South Carolina for the seller of a Manufactured Home or for any person lending money upon the security of such property to require or attempt to require that hazard insurance be purchased from any particular insurer or agent, and Borrower should report any such violation or attempted violation to: Chief Insurance Commissioner, Department of Insurance, State of South Carolina, Columbia, SC 29240.

No policy of hazard insurance issued or delivered to cover a manufactured home risk located in South Carolina can be written to provide for a policy period in excess of three years. Every hazard insurance policy, and the manual of rules and rates of every insurer issuing hazard insurance policies in South Carolina, must provide that all premiums held by the insurer in respect to that part of the policy term subsequent to the anniversary date of the then current policy year are considered unearned and must be refunded in full if the policy is cancelled, without respect to whether cancellation is effected by the insured or insurer. In the event of cancellation during the first year of the policy term, refund of premium for that portion of the policy term must be on a pro rata basis if cancellation is effected by the insurer or on the short rate basis if cancellation is effected by the insured. In the event of cancellation during the second year of the policy term, refund of that portion of the unearned premium attributable to the second year must be on a pro rata basis if cancellation is effected by the insurer or on the short rate basis if cancellation is effected by the insured, subject, however, to the provision that the portion of the unearned premium attributable to the third year is considered entirely unearned and must be returned in full regardless of the party responsible for cancellation. In the event of cancellation during the third year of the policy term, refund of that portion of the unearned premium attributable to the third year must be on a pro rata basis if cancellation is effected by the insured.

PROMISE TO PAY: In return for a loan received Borrower promises to pay U.S. \$110,601.57 (this amount is called "Principal" and may include unpaid prepaid finance charges), plus interest, to the order of Lender. Interest will be charged on the unpaid Principal until the full amount of Principal has been paid. Lender will compute and charge interest on the unpaid amount of the Principal balance from the Note date at the yearly rate of 10.30% (the "Note Rate"). When Lender calculates interest, every year shall have 360 days and every month shall have 30 days. Borrower promises to pay interest at the Note Rate on the unpaid Principal balance until it is paid in full. Interest after the final scheduled maturity date on this Note, however, shall not exceed the maximum rate allowed by state law.

Borrower promises to pay Lender monthly payments in the number and amounts of payments shown in Borrower's Payment Schedule. Borrower's first payment will be due on the first date shown in Borrower's Payment Schedule, and subsequent payments will be due on the same day of each month after that.



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Borrower fail to provide or maintain property insurance or fail to provide Lender with satisfactory evidence of coverage, or should the property insurance, for any reason, not protect Lender's interests, Lender, in its sole discretion, may obtain property insurance that meets its requirements, but is under no legal obligation to do so. Before obtaining insurance in these circumstances, Lender will, in good faith, attempt to inform Borrower in writing of the need for Borrower to obtain property insurance and/or to provide evidence thereof. If obtained by Lender, Lender will add the cost of the insurance to the amount due under the Note. That amount will become due and payable upon demand by the Lender, in payments added to Borrower's scheduled payments, or as otherwise required by Lender. Lender may charge Borrower interest on such cost at the Note Rate, unless prohibited by applicable law. The property insurance obtained by Lender may have material differences from insurance initially financed under the Note or from insurance obtained by the Borrower initially or at any time during the term of the Note. Such insurance may be significantly more expensive to Borrower than if Borrower obtained the insurance. Consequently, Lender makes the following disclosures to Borrower: (a) The property insurance that Lender obtains is intended solely to protect the Lender's interest hereunder, and Lender may not obtain coverages beyond those to insure loss of or damage to the Manufactured Home; in particular, such insurance may not provide coverage for personal effects, adjacent structures, medical expenses or personal liability; additionally, such coverage may not insure the Manufactured Home in an amount equal to the unpaid Principal balance due under this Note and, consequently, in the event of loss or damage, the insurance may not pay the full amount of the unpaid Principal balance of the Note; (b) If Lender obtains this insurance due to Borrower default, Borrower acknowledges and agrees that Lender has no duty to obtain insurance on behalf of Borrower which is the least expensive, or which has a competitive marketplace premium or any other particular feature; (c) Lender or its affiliates may be reimbursed for expenses and may profit from taking action to cure Borrower's default by providing and maintaining such insurance; (d) Borrower's execution of this Note authorizes Lender to provide third parties with any information necessary to obtain insurance on the Manufactured Home and monitor the status of such insurance; and (e) Borrower may, as stated above, at any time, including after Lender obtains property insurance on Borrower's behalf, obtain insurance through an agent or insurer of Borrower's choice. Upon so doing, Borrower may provide Lender with sufficient evidence of insurance coverage, at which time, Lender will cancel the insurance coverage it obtained on Borrower's behalf, obtain any refund due on the unearned portion of the premium, and apply the refund to the unpaid Principal balance of the Note. Property insurance proceeds (whether such insurance has been obtained by Borrower or Lender) shall be applied to the restoration or repair of the Manufactured Home, if it is economically feasible and does not lessen the Lender's security interest in the Manufactured Home. If this is not the case, or if the insurer determines that the Manufactured Home represents a total loss under the coverage, Lender will apply such insurance proceeds to reduce all amounts owing under this Note, whether or not such amounts are due and payable. Borrower authorizes Lender to (a) adjust or settle Borrower's claim for loss under such insurance; (b) sign Borrower's name to any check, draft or other documents necessary to obtain such insurance proceeds; and (c) hold such insurance proceeds until Lender has the opportunity to inspect the Manufactured Home and ensure that work to restore or repair the Manufactured Home is completed to Lender's satisfaction, without incurring an obligation to pay Borrower earnings or interest on such proceeds. Lender may disburse proceeds in a single payment or a series of payments and Borrower authorizes any insurer to make such payment directly to Lender. If insurance proceeds paid to Lender do not satisfy all amounts Borrower owes to Lender under this Note, Borrower is responsible for paying the balance.

ESCROW ITEMS: To the extent permitted by law, Lender may, at Lender's option, require Borrower to make payments in addition to those set forth in Borrower's Payment Schedule ("Escrow Payments") which Lender will collect and hold for (1) the payment of property insurance premiums required under this Note, (2) the payment of taxes and assessments, and (3) other items which might attain priority over Lender's security interest (each, an "Escrow Item"). Lender will use Borrower's Escrow Payments to pay Escrow Items as they come due. **THE BORROWER'S PAYMENT SCHEDULE IN THIS NOTE DOES NOT INCLUDE ANY AMOUNT TO BE PAID UNDER ANY SUCH ESCROW ACCOUNT.**

SERVICING CHARGES: Borrower agrees to pay all reasonable charges for Lender's performance of additional services requested by Borrower in connection with the servicing of this Note, to the extent permitted by applicable law. These charges may include, but are not limited to, amortization schedule fee, document copy fee, duplicate year end statement fee, name change fee, payoff statement fee, pay-by-phone fee or convenience fee (if Borrower elects to make a payment in a manner where such a fee is imposed, including but not limited to a wire transfer, electronic transfer, or through a web site), payment history fee, short payoff overnight fee and verification of credit fee and verification of mortgage fee.

ADVANCES TO PROTECT THE COLLATERAL: If Borrower fails to pay for required insurance, if Borrower fails to pay park or lot rent (and any other related charges), if Borrower fails to satisfy taxes, assessments, or other liens or encumbrances against the Manufactured Home, if Borrower fails to keep the Manufactured Home in good repair or if Borrower fails to make any other payments required by this Note or applicable law, Lender may (but is not required to) make such repairs or payments as Lender chooses. Lender will add any and all such payments and any amounts Lender pays to protect or enforce Lender's security interest to the amount Borrower owes Lender under this Note, and all such amounts will be secured by the Collateral. At Lender's sole option, Lender may (1) demand that Borrower repay these amounts immediately, or (2) add these amounts to Borrower's regularly scheduled payments, or (3) add these amounts as additional installments due, or (4) add these amounts to the final installment due on this Note. Unless prohibited by law, Borrower agrees to pay interest at the Note Rate on any amounts that Borrower does not repay immediately.

DELINQUENCY AND DEFAULT: Time is of the essence. If a payment is more than 15 days late, Borrower agrees to pay

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a Late Charge to the Lender. The amount of the charge will be 5% of the unpaid amount of such payment.

The Borrower will pay this late charge promptly but only once on each late payment. If any check, negotiable instrument of withdrawal, electronic payment draft or any other instrument is dishonored by Borrower's financial institution, Borrower will pay a fee of \$20.00, in addition to being required to make payment on the item. Borrower will be in default under this Note if: (1) Borrower fails to make any payment when due; (2) Borrower otherwise fails to perform any of Borrower's obligations under this Note or under any mortgage or deed of trust which secures this Note; (3) Borrower dies or becomes legally unable to manage Borrower's affairs; (4) any statement of fact, representation or warranty Borrower makes to Lender in Borrower's application for credit, any other document submitted to the Lender or signed by Borrower in connection with this Note, or in any Note document is false, misleading, inaccurate, or incomplete; or (5) Borrower files a petition in bankruptcy, or a party files a petition in bankruptcy against Borrower. In the event of Borrower's default, Lender will give Borrower notice of the default and right to cure the default ("Notice of Default"). Borrower is not entitled to a Notice of Default if Borrower abandons or voluntarily surrenders the Manufactured Home, or if other extreme circumstances exist. Borrower is not, under any circumstances, entitled to a Notice of Default more than twice in any one year period. If Borrower does not cure the default within 30 days after the postmarked date of the Notice of Default, or if a Notice of Default is not required to be sent, Lender may (1) accelerate the maturity of the debt and require Borrower to pay Lender the entire remaining balance and all other amounts due under the Note, (2) require Borrower to make the Manufactured Home available to Lender, (3) take legal action against Borrower, (4) repossess the Manufactured Home, (5) enforce such rights and remedies available to Lender under the uniform commercial code and other applicable law, and (6) foreclose on the real property, if applicable. Lender, at its sole option, may elect to sever and remove the Manufactured Home from any real property where it is located, regardless of whether the real property secures this Note. In the event of default, Borrower also agrees to pay Lender's expenses for (a) reasonable attorney's fees not to exceed 15% of Borrower's unpaid Principal balance after referral to an attorney who is not a salaried employee of the Lender; (b) court costs and disbursements; and (c) costs of repossessing the Manufactured Home including the costs of storage, reconditioning, and resale. Before Lender sells the Manufactured Home, Borrower can get the Manufactured Home back if Borrower either (1) pays off the Note by paying Lender the entire remaining balance and all other amounts due under the Note (redeem), or (2) cures the default by paying Lender the amounts which are past due, including late charges (reinstate). Regardless of whether Borrower redeems or reinstates, and before Borrower can get the Manufactured Home back, Borrower must also (1) pay Lender the cost of taking, storing and redelivering the Manufactured Home and other expenses Lender incurs; (2) pay Lender all other charges and other expenses provided for under this Note; (3) pay any amounts advanced by Lender to protect the Collateral, without regard to any agreement to repay such amounts advanced on a periodic basis, including but not limited to unpaid insurance premiums, park or lot rent, taxes, assessments or similar items; and (4) cure any other defaults. Borrower's rights to redeem and/or reinstate end upon sale of the Manufactured Home unless otherwise required by law. All rights and remedies under this Note and any mortgage or deed of trust executed herewith are cumulative, but Borrower's right to a written notice of default and 30 days to cure, as set forth in this Note, shall not be affected by any inconsistent provision of any mortgage or deed of trust. Any personal property of Borrower's located in or attached to the Manufactured Home and not subject to Lender's security interest may be held by Lender without liability if the Lender repossesses the Manufactured Home. Borrower will be deemed to have waived any claim to such personal property unless written demand by certified mail is made upon Lender within twenty-five (25) days after repossession. If Borrower fails to give Lender such written demand, Lender may dispose of such personal property.

INFORMATION SHARING: Lender may investigate Borrower's credit history and credit capacity in connection with establishing, modifying, extending, and/or enforcing Borrower's account, and share information about Borrower and Borrower's account with credit reporting agencies and others as allowed by law. Lender may also verify Borrower's employment, income, assets, and debts; and anyone receiving a copy of this Note is hereby authorized to release such information to Lender. Borrower authorizes Lender to release to third parties any information necessary to monitor the status of insurance on Borrower's Manufactured Home, and to obtain the insurance described in this Note. If Borrower's Manufactured Home is on rented property or property that is not owned by Borrower, Borrower authorizes Lender and Borrower's landlord (or the property owner) to exchange information as to Lender's security interest in Borrower's Manufactured Home and the lease or arrangement, as well as to the obligations, and the status of such obligations, of Borrower to Lender under this Note. Whether or not the Borrower rents the Manufactured Home to a party in accordance with the terms of this Note, Borrower authorizes Lender and Borrower's renter to exchange information as to Lender's security interest in Borrower's Manufactured Home and the rental agreement or arrangement, as well as to the obligations, and the status of such obligations of Borrower to Lender under this Note. This provision also applies to any Co-Signer who executes this Note.

OTHER TERMS AND CONDITIONS: Borrower will not move the Manufactured Home without Lender's prior written consent. Borrower will not sell the Manufactured Home without Lender's prior written consent. Borrower agrees that the Manufactured Home is, and shall remain, during the term of this Note, personal property. Unless Lender gives prior written consent, Borrower shall not allow the Manufactured Home to become a part of real estate or to lose its status as personal property under applicable law. Borrower will not encumber or abandon the Manufactured Home, nor allow any lot lien, landlord lien, or similar lien, which may by law be superior to Lender's security interest, to encumber the Manufactured Home. Borrower will not use the Manufactured Home for illegal activity. Borrower will not use the Manufactured Home for business or hire, or rent it to another party, without obtaining Lender's prior written consent.

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Borrower will pay promptly all taxes, assessments, and any liens and encumbrances on the Manufactured Home. Borrower will notify Lender promptly of any loss or damage to the Manufactured Home, as well as any condemnation, confiscation or theft of the Manufactured Home. Upon Lender's request, Borrower will promptly provide Lender with proof satisfactory to Lender that: (1) Borrower has the insurance required under this Note; (2) Borrower has paid all taxes assessed against the Manufactured Home; (3) Borrower has paid all park or lot rent (and any other related charges) due; (4) Lender holds the only lien against the Manufactured Home; (5) the Manufactured Home is in good condition and repair; and (6) Borrower has complied with all of the promises Borrower made in this Note. Lender may inspect the Manufactured Home at any time. If Borrower is married, and residing in a community property state, both Borrower's community property and separate property are liable for all payments under this Note. Borrower waives all marital rights, homestead exemption and other exemptions relating to the Collateral. Borrower will cooperate with Lender regarding any requests after closing to correct any errors with respect to this Note or the transaction and agrees to provide any and all additional documentation deemed necessary by Lender to complete this transaction. Lender may rely on a telecopy, photocopy, or electronically imaged copy of this Note as if it were an original, including use in legal proceedings or arbitrations. Borrower acknowledges that any broker or other third party used to facilitate this transaction may receive compensation from Lender for its services. If Borrower purchased a Home Buyer Protection Plan (HBPP) or Home Protection Plan (HPP), the cost is financed over the term of the Note, even though the term of the plan is shorter than the Note term.

WAIVER AND MODIFICATION: Lender's waiver of any default shall not constitute a waiver of any other default. The procurement of required property insurance, or the payment of taxes, or other liens, or other charges, by Lender shall not be a waiver of Lender's right to accelerate the maturity of this Note and declare default herein. To the extent permitted by law, Borrower agrees to give up Borrower's rights to require Lender to do certain things. Borrower does not give up any rights that are provided in this Note. Unless the law or this Note provides otherwise, Lender is not required to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time, or manner; or, (3) give notice that Lender intends to make, or is making, this Note immediately due.

VALIDITY AND EFFECTIVENESS: Wherever possible each provision of this Note shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Note is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, however, the remainder of such provision or the remaining provisions of this Note shall not be invalidated. This Note shall be governed both as to issues of formation and performance by the laws of the state where the Manufactured Home is located and applicable federal law. This Note shall have no effect until and unless signed or authenticated by Borrower. Lender does not intend to charge or collect any interest, charge, or fee greater than the law allows. If Lender charges or collects any amount greater than what the law allows, Lender will apply the excess to the unpaid Principal balance and any other amounts due under the Note and shall refund any excess. Lender will treat any amount applied to the unpaid Principal balance as a partial Prepayment.

ASSIGNMENT: Lender may assign this Note to any person or entity.

ENTIRE AGREEMENT: This Note, any separate escrow agreement, and any mortgage or deed of trust, together, the "Entire Agreement Documents," shall constitute the entire agreement between Borrower and Lender. To the extent permitted by applicable law, Borrower agrees that no representations, oral or written, have been made to Borrower to induce Borrower to enter into the Entire Agreement Documents, except as set forth therein.

GUARANTY: Any Co-Signer signing the guaranty of this Note agrees that all amounts owed under this Note will be paid when due. Co-Signer's obligation continues even if Borrower is released or if Lender waives or delays enforcement of any rights under this Note. Lender need not give Co-Signer notice of any such waiver, delay or release. See Notice to Co-Signer before signing this guaranty.

OTHER WAIVERS: With respect to all disputes, claims, controversies, grievances, causes of action, including, but not limited to, common law claims, contract and warranty claims, tort claims, statutory claims, and, where applicable, administrative law claims, and any other matter in question ("Claims") arising from or relating to this Note, any products/goods, services, insurance, or real property (including improvements to the real property) sold or financed under this Note, any events leading up to this Note, the collection and servicing of this Note, and the interpretation, scope, validity or enforceability of this Note, except to the extent that Borrower establishes that the waiver is prohibited by law:

A. Class Action Waiver: Borrower waives the right to participate as a representative or member in a class action or otherwise join Borrower's Claims with those of any other person. This waiver will remain enforceable even if any portion of this Note is otherwise found to be unenforceable. Borrower and Lender agree that this waiver is made knowingly, willingly, and voluntarily.

B. Jury Waiver: Borrower and Lender hereby expressly and irrevocably waive any right to a trial by jury of any Claims covered by this Note. This waiver will remain enforceable even if any portion of this Note is otherwise found to be unenforceable. Borrower and Lender agree that this waiver is made knowingly, willingly, and voluntarily.

**TO CONTACT VANDERBILT MORTGAGE AND FINANCE, INC. ABOUT THIS ACCOUNT
CALL (865) 380-3000 OR (800) 970-7250.**

IF, AND ONLY IF, THIS BOX IS CHECKED, THE FOLLOWING NOTICE APPLIES TO THIS NOTE:
NOTICE
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR (BORROWER) COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR (BORROWER) SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR (BORROWER) HEREUNDER.

NOTICE TO THE BORROWER: 1. DO NOT SIGN THIS NOTE BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THE NOTE YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 3. BY SIGNING THIS NOTE, YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS NOTE. 4. AT ANY TIME, YOU HAVE THE RIGHT TO PAY IN ADVANCE THE UNPAID PRINCIPAL BALANCE DUE UNDER THIS NOTE WITHOUT PENALTY.

Date of this Note: 1/7/2019
BORROWER(S)

Michael Shane Hammonds 1/7/2019
(Borrower) Micheal Shane Hammonds

Jessica Ann Hammonds 1/7/2019
(Borrower) Jessica Ann Hammonds

GUARANTY OF BORROWER'S PROMISES: The undersigned, separately and together, agree(s) to pay all amounts due on this Note until all amounts due on this Note are paid in full. The undersigned also agree(s) to all the terms and conditions of this Note.

(Co-Signer)

(Co-Signer)

ASSIGNMENT BY VANDERBILT MORTGAGE AND FINANCE, INC.

VANDERBILT MORTGAGE AND FINANCE, INC., hereby assigns to _____ the foregoing Note, including all amounts payable by Borrower and the security interest in the Collateral, without recourse.

Date: _____ By: _____ Title: _____

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PO Box 9800
Maryville, TN 37802

RETURN SERVICE REQUESTED

February 14, 2019

MICHEAL HAMMONDS
JESSICA HAMMONDS
382 GOODSON LN
MC BEE, SC 29101

Re: Loan # [REDACTED]

NOTICE OF CHANGE IN YOUR FIRST PAYMENT DUE DATE

Dear Borrower:

On 1/7/2019 you signed a financing agreement with us (or which was assigned to us) for the purchase of a manufactured or modular home from CMH Homes, Inc. or CMH of KY, Inc. Your loan number is referenced above.

We are adjusting your first payment from that set forth in your loan to a later date. Your first payment under the above referenced loan will be 4/1/2019 and all subsequent monthly payments will be due on the same date each month.

This change in your payment schedule does not affect any other loan terms. Thus, the interest rate, repayment term and amount of your monthly payment of principal, interest and escrow remain the same.

As a reminder, the amount of your initial monthly payment of principal, interest and escrow is \$ 1213.30.

This Notice of Change requires no action on your part. We suggest you retain a copy of this notice with your loan and other documents associated with your purchase.

Should you have any questions, please feel free to contact us at the address above or call our Customer Service Department at **1-800-970-7250**. Our office hours are Monday through Thursday, 8:30 A.M. to 8:00 P.M. and Friday, 8:30 A.M. to 5:30 P.M. (ET).

Regards,

Customer Service

The following notices are required by Federal law: 1. This is an attempt by a debt collector to collect a debt and any information obtained will be used for that purpose. 2. To the extent your original obligation was discharged, or subject to an automatic stay under the bankruptcy code, this statement is for informational purposes only and is not an attempt to collect a debt or impose personal liability for a debt.

Toll Free: 800.970.7250 • Phone: 865.380.3000 • Fax: 865.380.3418 • www.VMF.com • NMLS # 1561

Pg. 12



Lien and Title Information Report 2628-Vanderbilt Mortgage & Finance

ECTRONICALLY FILED - 2024 Nov 06 2:58 PM - CHESTERFIELD - COMMON PLEAS - CASE#2024CP1300960

Account No.		VIN	CBG051726NCAB
Loan No.		Branch	
Loan Suffix			
Customer			
Organization ID	2628	Organization Name	Vanderbilt Mortgage & Finance
Lien Start		Lien End	
Original Loan Amount	\$0.00	Lien Balance Amount	\$0.00
Lien Type		Dealer ID	

Last ELT Transactions

Received On	2019-03-05 02:40:30.0	Add Record - Perfection of Lien
--------------------	-----------------------	--

Borrower / Lessee Details

Name
Address

Vehicle Information

Vehicle Type		Make	
Model		Year	
Mileage	0		

Title Information

Title Number	0510361222977	Title State	SC
Tag Number		VIN	CBG051726NCAB
Status	UNMATCHED	Match Date	
Lien Expiration Date		Media Type	Electronic

State Information

Name	HAMMONDS, MICHEAL SHANE HAMMONDS, JESSICA ANN	Lessee	
Address	382 GOODSON LN,MC BEE SC,291018573		
Vehicle Type		Make	CLAY
Model		Year	2019
Mileage	0		
Title State	SC	Title Number	0510361222977
Brands			

Notice of Default and Right to Cure Default

Dear: MICHEAL S HAMMONDS Loan number: [REDACTED] Date: 8/26/2024
Name and address of creditor: See reverse side. Phone: 1-800-970-7250 Certified Mail #: 7104 7360 2270 2127 4919
Brief Identification of Credit Transaction: Retail Installment Contract, Promissory Note or Assumption and Modification
Agreement dated: 1/07/2019 Last Day to Cure Default: 9/22/2024
Amount to be Paid to Cure Default (Total of (1) and (2)): \$ 10194.07

Important Notice: If your debt has been discharged in bankruptcy, you have no personal liability to us for the debt. We may, however, enforce our lien against any property given as collateral for the debt if the events of default described in this notice are not cured. This notice is not an attempt to collect a debt (i) discharged in bankruptcy from you personally or (ii) that is subject to the automatic stay, a request for you to reaffirm your obligation if it was discharged in bankruptcy.

You are now in default on this credit transaction. You have a right to correct this default within 30 days from the postmarked date of this notice. If you correct the default, you may continue with the contract as though you did not default. Your default consists of your failure (as marked):

- (1) [X] to make Monthly payment(s) beginning with your 12/01/2023 payment, in the total amount of \$ 10194.07, and late charges for this payment(s) totaling \$.00, resulting in a total amount in default of \$ 10194.07.
(2) [] to pay property taxes or other assessments on the home or real property which secures your contract in the amount of \$.
(3) [] to provide us with evidence of your having adequate homeowner's or property damage insurance (including flood insurance if applicable) on the home which secures your contract.

The total unpaid late charges for this loan are \$.00 (including the late charges listed above).

Cure of default: Within 30 days from the postmarked date of this notice, you may cure your default by your sending, and our receiving by the Last Day to Cure Default set forth above, the Amount to be Paid to Cure Default set forth above. PAYMENT SHOULD BE MAILED ALONG WITH PAYMENT COUPON(S) TO: VANDERBILT MORTGAGE AND FINANCE, INC. PO BOX 71096 Charlotte, NC 28272

If (3) above has been marked, within 30 days from the postmarked date of this Notice, you may cure this default by your sending, and our receiving by the Last Day to Cure Default set forth above, a copy of your homeowner's or property damage insurance (including flood insurance if applicable) policy or declarations page. THIS MAY BE FAXED TO ME AT 865 380-3750 OR MAILED TO:

VANDERBILT MORTGAGE AND FINANCE, INC. PO BOX 9800 MARYVILLE, TN 37802, ATTENTION: ERICA SERPA

In addition, you may repay the entire amount due under your loan.

Creditor rights: If you do not correct your default in the time allowed, we may exercise our rights against you under the law by:

- * demanding that you pay the total amount due under the contract;
* if you do not pay the total amount due under the contract, taking possession of the home which secures your contract, and if you do not voluntarily release the home to us, taking legal action to recover the home;
* if the contract is also secured by real property (or is secured solely by real property as the home has been converted to real property), taking such action as is permitted under the mortgage, deed of trust or security instrument to foreclose on such real property;
* if the recovery and resale of the home or foreclosure of real property fails to pay off your obligations under the contract, holding you responsible for the remaining amount due under the contract, and taking legal action against you to collect this amount;
* requiring you to pay any amount necessary to pay for our reasonable attorney's fees, legal expenses and other sums to which we may be entitled due to your default under the terms of your contract and as permitted by law; and
* reporting your default, our recovery of the home or foreclosure of the real property, what you owe us and other information about your performance under the contract to consumer reporting agencies.

You have the right to redeem (recover) the home before we resell it if you pay us the full amount due under the contract. Additionally, you may have the right to reinstate the contract before we resell the home. With respect to real property, you have such rights to redeem or reinstate as may be provided under state law or in the mortgage, deed of trust or other security instrument which secures your contract. Please note that should you make a payment to us within the cure period which is insufficient to cure your default, we may accept such payment, but our doing so will not mean you have cured your default, and we will continue to have the rights stated above. If you have any questions, write to:

VANDERBILT MORTGAGE AND FINANCE, INC. at the above address or call ERICA SERPA at 1-800-970-7250 between the hours of 8:30 am and 5:30 pm (ET) Monday through Friday. If this default was caused by your failure to make a payment or payments, and you want to pay by mail, please send a check or money order; do not send cash. VANDERBILT MORTGAGE AND FINANCE, INC. [Lt 042] (Feb 2009) (Q#669)

The following notices are required by Federal law: 1. This is an attempt by a debt collector to collect a debt and any information obtained will be used for that purpose. 2. To the extent your original obligation was discharged, or subject to an automatic stay under the bankruptcy code, this statement is for informational purposes only and is not an attempt to collect a debt or impose personal liability for a debt.

United States Department of Housing and Urban Development Servicemembers Civil Relief Act Notice

Legal Rights and Protections Under the SCRA

Servicemembers on "active duty" or "active service," or a dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC App. §§ 501-596) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- * Active duty members of the Army, Navy, Air Force, Marine Corps, Coast Guard, and active service National Guard;
* Active service members of the commissioned corps of the National Oceanic and Atmospheric Administration;
* Active service members of the commissioned corps of the Public Health Service;
* United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action;
* Their spouses.

What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- * The SCRA states that, a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 percent during the period of military service and one year thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage.
* The SCRA states that, in a legal action to enforce a debt against real estate that is filed during, or within 1 year after the servicemember's military service, may stay the proceedings for a period of time or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs dur

* The SCRA contains many other protections besides those applicable to home loans.

How Does A Servicemember or Dependent Request Relief Under the SCRA?

* A servicemember or dependent, or both, may request relief under the SCRA by providing the lender a written notice with a copy of the servicemember's military orders. Written notice should be sent to:

Attention: ERICA SERPA
VANDERBILT MORTGAGE AND FINANCE, INC.
500 ALCOA TRAIL
MARYVILLE, TN 37804

How Does a Servicemember or Dependent Obtain Information About the SCRA?

* Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer.

A military legal assistance office locator for each branch of the armed forces is available at:

<http://legalassistance.law.af.mil/content/locator.php>.

* The U. S. Department of Defense's information resource is "Military One Source." The toll-free telephone numbers for Military One Source are:
From the United States: 1-800-342-9647. From outside the United States (where available): 1-800-342-6477. International collect: 484-530-5747.



7104 7360 2270 2127 4919

PO BOX 9800
MARYVILLE, TN 37802

MICHEAL S HAMMONDS
382 GOODSON LN
MC BEE, SC 29101-8573

Notice of Default and Right to Cure Default

Dear: JESSICA A HAMMONDS Loan number: [REDACTED] Date: 8/26/2024
 Name and address of creditor: See reverse side. Phone: 1-800-970-7250 Certified Mail #: 7104 7360 2270 2127 4926
 Brief Identification of Credit Transaction: Retail Installment Contract, Promissory Note or Assumption and Modification
 Agreement dated: 1/07/2019 Last Day to Cure Default: 9/22/2024
 Amount to be Paid to Cure Default (Total of (1) and (2)): \$ 10194.07

Important Notice: If your debt has been discharged in bankruptcy, you have no personal liability to us for the debt. We may, however, enforce our lien against any property given as collateral for the debt if the events of default described in this notice are not cured. This notice is not an attempt to collect a debt (i) discharged in bankruptcy from you personally or (ii) that is subject to the automatic stay, a request for you to reaffirm your obligation if it was discharged in bankruptcy.

You are now in default on this credit transaction. You have a right to correct this default within 30 days from the postmarked date of this notice. If you correct the default, you may continue with the contract as though you did not default. Your default consists of your failure (as marked):

- (1) to make Monthly payment(s) beginning with your 12/01/2023 payment, in the total amount of \$ 10194.07, and late charges for this payment(s) totaling \$.00, resulting in a total amount in default of \$ 10194.07.
- (2) to pay property taxes or other assessments on the home or real property which secures your contract in the amount of \$ _____.
- (3) to provide us with evidence of your having adequate homeowner's or property damage insurance (including flood insurance if applicable) on the home which secures your contract.

The total unpaid late charges for this loan are \$.00 (including the late charges listed above).

Cure of default: Within 30 days from the postmarked date of this notice, you may cure your default by your sending, and our receiving by the Last Day to Cure Default set forth above, the Amount to be Paid to Cure Default set forth above. PAYMENT SHOULD BE MAILED ALONG WITH PAYMENT COUPON(S) TO: VANDERBILT MORTGAGE AND FINANCE, INC.

PO BOX 71096 Charlotte, NC 28272

If (3) above has been marked, within 30 days from the postmarked date of this Notice, you may cure this default by your sending, and our receiving by the Last Day to Cure Default set forth above, a copy of your homeowner's or property damage insurance (including flood insurance if applicable) policy or declarations page. THIS MAY BE FAXED TO ME AT 865 380-3750 OR MAILED TO:

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In addition, you may repay the entire amount due under your loan.

Creditor rights: If you do not correct your default in the time allowed, we may exercise our rights against you under the law by:

- * demanding that you pay the total amount due under the contract;
- * if you do not pay the total amount due under the contract, taking possession of the home which secures your contract, and if you do not voluntarily release the home to us, taking legal action to recover the home;
- * if the contract is also secured by real property (or is secured solely by real property as the home has been converted to real property), taking such action as is permitted under the mortgage, deed of trust or security instrument to foreclose on such real property;
- * if the recovery and resale of the home or foreclosure of real property fails to pay off your obligations under the contract, holding you responsible for the remaining amount due under the contract, and taking legal action against you to collect this amount;
- * requiring you to pay any amount necessary to pay for our reasonable attorney's fees, legal expenses and other sums to which we may be entitled due to your default under the terms of your contract and as permitted by law; and
- * reporting your default, our recovery of the home or foreclosure of the real property, what you owe us and other information about your performance under the contract to consumer reporting agencies.

You have the right to redeem (recover) the home before we resell it if you pay us the full amount due under the contract. Additionally, you may have the right to reinstate the contract before we resell the home. With respect to real property, you have such rights to redeem or reinstate as may be provided under state law or in the mortgage, deed of trust or other security instrument which secures your contract. Please note that should you make a payment to us within the cure period which is insufficient to cure your default, we may accept such payment, but our doing so will not mean you have cured your default, and we will continue to have the rights stated above. If you have any questions, write to:

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VANDERBILT MORTGAGE AND FINANCE, INC.

[L: 042] (Feb 2009) (Q#669)

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From the United States: 1-800-342-9647. From outside the United States (where available): 1-800-342-6477. International collect: 484-530-5747.



7104 7360 2270 2127 4926

PO BOX 9800
MARYVILLE, TN 37802

JESSICA A HAMMONDS
382 GOODSON LN
MC BEE, SC 29101-8573

STATE OF SOUTH CAROLINA

COUNTY OF CHESTERFIELD

Vanderbilt Mortgage and Finance, Inc.,

Plaintiff,

vs.

Micheal Shane Hammonds, Jessica Ann Hammonds, and Unknown Occupant(s),

Defendants.

(File No. 4885.17624)

IN THE COURT OF COMMON PLEAS

C/A NO. 2024-CP-13-

VERIFICATION

PERSONALLY APPEARED Destiny Riden, who, after being duly sworn, deposes and says:

S/he is a legal representative for Plaintiff, and as such, it is an integral part of her/his employment to be familiar with the records and accounting procedures of Vanderbilt Mortgage and Finance, Inc.. Further, s/he has personally reviewed the account at issue and the foregoing Complaint. Further, that all other allegations in the Complaint and the exhibits attached thereto are true and correct based on her/his knowledge, information and belief.

Vanderbilt Mortgage and Finance, Inc.

Destiny Riden

Title: Legal Representative

SWORN to before me this 1st day of November, 2024.

Sarah Crane (L.S.)
Notary Public for Blount Co., TN

My Commission Expires: July 26, 2028



EXHIBIT
D

STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD

Vanderbilt Mortgage and Finance, Inc.,
Plaintiff,


Vs.
Michael Shane Hammonds, Jessica Ann
Hammonds and Unknown Occupant(s),
Defendants.

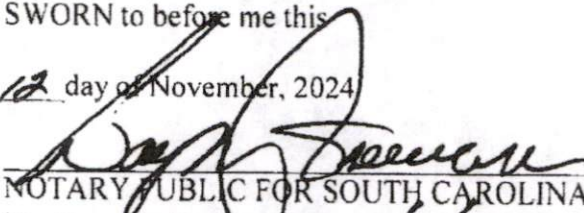
IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT
CASE NO. 2024-CP-13-00960

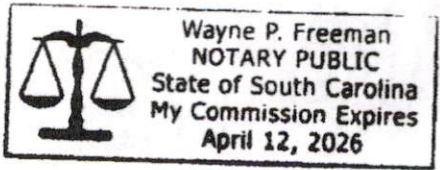
AFFIDAVIT OF SERVICE

WILLIAM RUNION personally appeared before me, a duly appointed Notary Public for the State of South Carolina. The undersigned deponent, upon being duly sworn says that on the 11th day of November, 2024 at 12:57 P.M. he served a certified true copy of a Summons And Notice, Complaint and Verification on Jessica Ann Hammonds, the Defendant herein, by leaving a copy of same with Jessica Ann Hammonds personally at the mobile home address of: 382 Goodson Lane, McBee, South Carolina 29101.

That Deponent is not a party to this action.


Wayne Freeman Investigations, LLC
S.L.E.D. License No. 1340
General Investigations
Legal Process Service

SWORN to before me this
12 day of November, 2024

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 4/12/26



STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD

IN THE COURT OF COMMON PLEAS
C/A NO.: 2024-CP-13-00960

Vanderbilt Mortgage and Finance, Inc.,
Plaintiff,

AFFIDAVIT OF DEFAULT
(Non-Jury)
Claim & Delivery

vs.

Micheal Shane Hammonds, Jessica Ann Hammonds, and Unknown Occupant(s),
Defendants.

(File No. 4885.17624)

PERSONALLY appeared before me the undersigned, who first being duly sworn under oath, deposes and says that the Defendants herein named was duly served with the Summons and Complaint as required by Rule 4 SCRPC, as evidenced by the Affidavits of Service filed herein;

That more than thirty (30) days, exclusive of the day of service, has elapsed since the service aforesaid, and no Answer, Notice of Appearance or other responsive pleading has been received by or served upon the Plaintiff or its attorneys by or on behalf of Defendants Micheal Shane Hammonds, Jessica Ann Hammonds; and

That Defendants Micheal Shane Hammonds, Jessica Ann Hammonds are now in default under Rules 6 and 55, SCRPC.

RILEY POPE & LANEY, LLC

Stephanie M. Huggins, SC Bar #101757
2838 Devine Street
Columbia, SC 29205
(803) 799-9993
Attorneys for Plaintiff

Columbia, South Carolina
December _____, 2024

SWORN to before me this
_____ day of January, 2025

Notary Public for South Carolina
My Commission Expires:
(L.S.)



STATE OF SOUTH CAROLINA

COUNTY OF CHESTERFIELD

Vanderbilt Mortgage and Finance, Inc.,

Plaintiff,

vs.

Micheal Shane Hammonds, Jessica Ann
Hammonds, and Unknown Occupant(s),

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2024-CP-13-00960

**NOTICE AND MOTION FOR DEFAULT
JUDGMENT FOR REPOSSESSION AND
WRIT OF ASSISTANCE**

(File No. 4885.17624)

YOU WILL PLEASE TAKE NOTICE that the undersigned as attorney for the Plaintiff moves before the presiding judge for Chesterfield County for an order pursuant to South Carolina Code Ann. 36-9-610(1976) and Rule 55 of the South Carolina Rules of Civil Procedure, granting to the Plaintiff an Order for Default Judgment for Repossession of a 2019 CLAY VIN: CBG051726NCAB mobile home.

Said motion shall be based upon the statute and case law of the State of South Carolina, upon the pleadings and other evidence developed in discovery, and upon any affidavits attached hereto and other material properly received by the Court in connection therewith.

RILEY POPE & LANEY, LLC

s/ Stephanie M. Huggins

Stephanie M. Huggins, SC Bar #101757

2838 Devine Street

Columbia, SC 29205

(803) 799-9993

Attorneys for Plaintiff

January 2, 2025

Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF CHESTERFIELD

Vanderbilt Mortgage and Finance, Inc.,

Plaintiff,

vs.

Micheal Shane Hammonds, Jessica Ann Hammonds, and Unknown Occupant(s),

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2024-CP-13-00960

**ORDER FOR DEFAULT JUDGMENT
FOR REPOSSESSION AND WRIT OF
ASSISTANCE**

(File No. 4885.17624)

IT APPEARS from the Notice of Default of Counsel for the Plaintiff, that the Summons and Complaint seeking possession of a 2019 CLAY VIN: CBG051726NCAB mobile home were served upon the Defendants Micheal Shane Hammonds, Jessica Ann Hammonds as noted in the Affidavit of Service filed with the Court, and that no Answer, Notice of Appearance or other pleading has been served on Plaintiff by Defendants within the time prescribed by law. It further appears that as noted in the Affidavits of service filed with the court that there is no unknown occupant residing in the home. It further, appears, and I so hold, that the Defendants are in default therein pursuant to Rule 55 of the South Carolina Rules of Civil Procedure. Plaintiff is therefore entitled to judgment against the Defendants together with any and all persons claiming under the said Defendants for possession of personal property described in the Complaint.

NOW THEREFORE, IT IS ORDERED

1. The Plaintiff has judgment against the Defendants together with any and all persons claiming under the said Defendants for possession of one 2019 CLAY VIN: CBG051726NCAB mobile home with the right to dispose of the above described personal property in accordance with South Carolina Code Ann. 36-9-610(1976);
2. That the Defendants shall not damage or conceal from Plaintiff or the Sheriffs of the State of South Carolina the aforementioned Mobile Home;
3. Within ten (10) days of the date of this Order, the Sheriff of the county wherein the Plaintiff's collateral is situated is hereby directed and authorized to post a copy of this Order and/or serve a copy of this Order upon the Defendants or any person(s) in possession of the personal property hereinabove described, and said the Defendants or person(s) shall have five (5) days from the date of service to remove therefrom any property not covered by the security agreement, thereafter the Sheriffs of the State of South Carolina is hereby ordered to utilize any of their deputies as they may deem necessary in order to evict Defendants from the 2019 CLAY VIN: CBG051726NCAB mobile home; remove the Defendant's personal possessions from 2019 CLAY

VIN: CBG051726NCAB mobile home, and transfer possession of the 2019 CLAY VIN: CBG051726NCAB mobile home to the Plaintiff;

4. In the event the Plaintiff and the landowner have entered into a Private Property Agreement and Waiver (the "Property Agreement"), the 2019 CLAY VIN: CBG051726NCAB mobile home may remain on such real property as agreed upon in the Property Agreement; and

5. That upon proper return of the 2019 CLAY VIN: CBG051726NCAB mobile home to Plaintiff, the subsequent sale of the 2019 CLAY VIN: CBG051726NCAB mobile home by Plaintiff in accordance with SC Code Ann, 36-9-504(Law Co-op, 1976), and the application of the proceeds resulting from said sale to the Judgment, Plaintiff may make application to this Court for any remaining deficiency.

AND IT IS SO ORDERED

[SIGNATURE TO FOLLOW]

FORM 4
JUDGMENT IN A CIVIL CASE

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

CASE NO. 2024-CP-13-00960

Vanderbilt Mortgage and Finance, Inc.

PLAINTIFF

vs.

Micheal Shane Hammonds, Jessica Ann Hammonds, and
 Unknown Occupant(s),

DEFENDANTS.

Submitted by: Riley Pope & Laney, LLC Post Office Box 11412, Columbia, SC 29211	Attorney for Plaintiff
--	------------------------

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

This order ends does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC 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)
Vanderbilt Mortgage and Finance, Inc.,	Micheal Shane Hammonds, Jessica Ann Hammonds, and Unknown Occupant(s)	possession

If applicable, describe the property, including tax map information and address, referenced in the order:
 2019 CLAY VIN: CBG051726NCAB at 382 Goodson Lane, McBee, SC 29101

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.

Circuit Court Judge _____

Judge Code _____

Date _____

STATE OF SOUTH CAROLINA

COUNTY OF CHESTERFIELD

Vanderbilt Mortgage and Finance, Inc.,

Plaintiff,

vs.

Micheal Shane Hammonds, Jessica Ann Hammonds, and Unknown Occupant(s),

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2024-CP-13-00960

AFFIDAVIT OF DEFAULT

(Non-Jury)

Claim & Delivery

(File No. 4885.17624)

PERSONALLY appeared before me the undersigned, who first being duly sworn under oath, deposes and says that the Defendants herein named was duly served with the Summons and Complaint as required by Rule 4 SCRPC, as evidenced by the Affidavits of Service filed herein;

That more than thirty (30) days, exclusive of the day of service, has elapsed since the service aforesaid, and no Answer, Notice of Appearance or other responsive pleading has been received by or served upon the Plaintiff or its attorneys by or on behalf of Defendants Micheal Shane Hammonds, Jessica Ann Hammonds; and

That Defendants Micheal Shane Hammonds, Jessica Ann Hammonds are now in default under Rules 6 and 55, SCRPC.

RILEY POPE & LANEY, LLC

[Handwritten Signature]

Stephanie M. Huggins, SC Bar #101757

2838 Devine Street

Columbia, SC 29205

(803) 799-9993

Attorneys for Plaintiff

Columbia, South Carolina
December 8, 2024

SWORN to before me this
8 day of January, 2025

[Handwritten Signature] (L.S.)

Notary Public for South Carolina
My Commission Expires:



STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD

Vanderbilt Mortgage and Finance, Inc.,
Plaintiff,

vs.

Micheal Shane Hammonds, Jessica Ann
Hammonds, and Unknown Occupant(s),
Defendants.

IN THE COURT OF COMMON PLEAS
C/A NO.: 2024-CP-13-00960

**AFFIDAVIT OF
NON-MILITARY SERVICE**

(File No. 4885.17624)

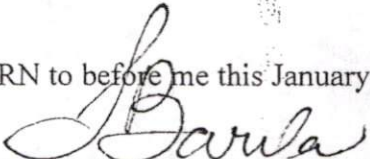
PERSONALLY appeared before me the undersigned, first being duly sworn under oath, who deposes and says that (s)he is familiar with the Servicemembers' Civil Relief Act, 50 U.S.C. §3901 et seq., represents that a good faith investigation has been made to determine whether or not the Defendants Micheal Shane Hammonds, Jessica Ann Hammonds are in the military service of the United States of America; that such investigation did not determine that said Defendants Micheal Shane Hammonds, Jessica Ann Hammonds are in active military service as contemplated by the Servicemembers' Civil Relief Act, 50 U.S.C. §3901 et seq.

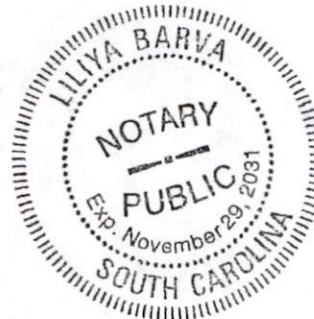
RILEY POPE & LANEY, LLC


Stephanie M. Huggins, SC Bar #101757
2838 Devine Street
Columbia, SC 29205
(803) 799-9993
Attorneys for Plaintiff

January 8, 2025
Columbia, South Carolina

SWORN to before me this January 8, 2025


(L.S.)
Notary Public for South Carolina
My Commission Expires:





Status Report
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-
 Birth Date:
 Last Name: HAMMONDS
 First Name: MICHEAL
 Middle Name: SHANE
 Status As Of: Jan-07-2025
 Certificate ID: W3NG8CCGLT1P68L

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Sam Yousefzadeh

Sam Yousefzadeh, Director
 Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Alexandria, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-
 Birth Date:
 Last Name: HAMMONDS
 First Name: JESSICA
 Middle Name: ANN
 Status As Of: Jan-07-2025
 Certificate ID: NW2VSV7V4ZMP8QX

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

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Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

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Sam Yousefzadeh, Director
 Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Alexandria, VA 22350

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RILEY
POPE &
LANEY
LAW

South Carolina | North Carolina | Georgia

South Carolina
Riley Pope & Laney, LLC
2838 Devine Street
Columbia, SC 29205
Phone: 803.799.9993
Fax: 803.239.1414
rplfirm.com

January 15, 2025

VIA UPS OVERNIGHT

Chesterfield County Sheriff's Department
203 Watson Street
Chesterfield, SC 29709

RE: Vanderbilt Mortgage and Finance, Inc. vs. Micheal Shane Hammonds, Jessica Ann Hammonds, and Unknown Occupant(s)
Civil Action No.: 2024-CP-13-00960
Our File No.: 4885.17624

Dear Sir or Madam:

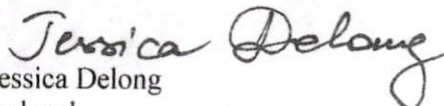
Please find enclosed the filed Order For Default Judgment For Repossession And Writ of Assistance in the above referenced matter. I would appreciate your serving the Defendant(s) as the below address:

Micheal Shane Hammonds and Jessica A. Hammonds
382 Goodson Lane
McBee, SC 29101

Enclosed is our check in the amount of \$25.00 for your service fee. Please contact Aaron Phillips @ 865-206-2004 to coordinate pick-up of the subject home. Also enclosed is a return envelope provided for the Affidavit.

Thank you for your assistance in this matter.

Sincerely,


s/Jessica Delong
Paralegal

/jnd
Enclosures

STATE OF SOUTH CAROLINA
COUNTY OF CHESTERFIELD

IN THE COURT OF COMMON PLEAS
C/A NO.: 2024-CP-13-00960

Vanderbilt Mortgage and Finance, Inc.,
Plaintiff,

**ORDER FOR DEFAULT JUDGMENT
FOR REPOSSESSION AND WRIT OF
ASSISTANCE**

vs.

Micheal Shane Hammonds, Jessica Ann
Hammonds, and Unknown Occupant(s),
Defendants.

(File No. 4885.17624)

IT APPEARS from the Notice of Default of Counsel for the Plaintiff, that the Summons and Complaint seeking possession of a 2019 CLAY VIN: CBG051726NCAB mobile home were served upon the Defendants Micheal Shane Hammonds, Jessica Ann Hammonds as noted in the Affidavit of Service filed with the Court, and that no Answer, Notice of Appearance or other pleading has been served on Plaintiff by Defendants within the time prescribed by law. It further appears that as noted in the Affidavits of service filed with the court that there is no unknown occupant residing in the home. It further, appears, and I so hold, that the Defendants are in default therein pursuant to Rule 55 of the South Carolina Rules of Civil Procedure. Plaintiff is therefore entitled to judgment against the Defendants together with any and all persons claiming under the said Defendants for possession of personal property described in the Complaint.

NOW THEREFORE, IT IS ORDERED

1. The Plaintiff has judgment against the Defendants together with any and all persons claiming under the said Defendants for possession of one 2019 CLAY VIN: CBG051726NCAB mobile home with the right to dispose of the above described personal property in accordance with South Carolina Code Ann. 36-9-610(1976);
2. That the Defendants shall not damage or conceal from Plaintiff or the Sheriffs of the State of South Carolina the aforementioned Mobile Home;
3. Within ten (10) days of receipt of this Order, the Sheriff of the county wherein the Plaintiff's collateral is situated is hereby directed and authorized to post a copy of this Order and/or serve a copy of this Order upon the Defendants or any person(s) in possession of the personal property hereinabove described and said the Defendants or person(s) shall have five (5) days from the date of service to remove therefrom any property not covered by the security agreement, thereafter the Sheriffs of the State of South Carolina is hereby ordered to utilize any of their deputies as they may deem necessary in order to evict Defendants from the 2019 CLAY VIN: CBG051726NCAB mobile home; remove the Defendant's personal possessions from 2019 CLAY

The Copy First
Clerk of Court
Chesterfield County, S.C.

VIN: CBG051726NCAB mobile home, and transfer possession of the 2019 CLAY VIN: CBG051726NCAB mobile home to the Plaintiff;

4. In the event the Plaintiff and the landowner have entered into a Private Property Agreement and Waiver (the "Property Agreement"), the 2019 CLAY VIN: CBG051726NCAB mobile home may remain on such real property as agreed upon in the Property Agreement; and

5. That upon proper return of the 2019 CLAY VIN: CBG051726NCAB mobile home to Plaintiff, the subsequent sale of the 2019 CLAY VIN: CBG051726NCAB mobile home by Plaintiff in accordance with SC Code Ann, 36-9-504(Law Co-op, 1976), and the application of the proceeds resulting from said sale to the Judgment, Plaintiff may make application to this Court for any remaining deficiency.

AND IT IS SO ORDERED

[SIGNATURE TO FOLLOW]

A True Copy Attest
Christy S. Slattery
CLERK OF COURT C.P. & G.S.
CHESTERFIELD COUNTY, SC



Chesterfield Common Pleas

Case Caption: Vanderbilt Mortgage And Finance Inc VS Micheal Shane Hammonds ,
defendant, et al
Case Number: 2024CP1300960
Type: Order/Judgment by Default and Form 4

So Ordered

s/Brian M. Gibbons #2168 Circuit Judge

Electronically signed on 2025-01-09 11:04:50 page 5 of 5

A True Copy Attest
Christy S. Shaddy
CLERK OF COURT C.P. & G.S.
CHESTERFIELD COUNTY, SC

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP1300548

Vanderbilt Mortgage And Finance Inc
PLAINTIFF(S)

Micheal Shane Hammons et al
DEFENDANT(S)

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.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other **Dormant Lack of Prosecution**
- 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:

Dismissed due to Dormant lack of prosecution.

ORDER INFORMATION

This order ends does not end the case.

See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/10/2022 .

Jessica Ann Hammonds
Micheal Shane Hammons

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: 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 judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCF.



Chesterfield Common Pleas

Case Caption: Vanderbilt Mortgage And Finance Inc VS Micheal Shane Hammons ,
defendant, et al
Case Number: 2019CP1300548
Type: Order/Electronic Form 4

So Ordered

s/ The Honorable Michael G. Nettles #2140

Electronically signed on 2022-02-10 11:40:21 page 3 of 3

Certificate of Appellant

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

October 1, 2025

Jessica Ann Hammonds

382 Goodson Lane

McBee SC 29101

(843) 861-8189

Appellant

RECEIVED
MAR 05 2026
SC Court of Appeals