

**RECEIVED**

**Mar 09 2026**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM THE PICKENS COUNTY  
Court of Common Pleas

---

The Honorable Charles B. Simmons, Jr.  
Special Referee

---

Appellate Case No. 2025-002153  
Circuit Court Case No. 2023-CP-39-01178

---

Kenneth E. Brown and Renee B. Brown..... Respondents,

v.

Teresa Lynne Waldrop a/k/a Teresa L.S. Waldrop;  
US Bank National Association; El Shammah Ranch, LLC;  
and Wells Fargo Bank, N.A., ..... Defendants,

of which

Teresa Lynne Waldrop a/k/a Teresa L.S. Waldrop is ..... Appellant.

---

RECORD ON APPEAL

---

*(signature page to follow)*

THE DODD LAW FIRM, LLC

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The Dodd Law Firm, LLC  
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Teresa L.S. Waldrop*

RONALD S. CLEMENT, ATTORNEY AT LAW

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*Attorney for the Respondents,  
Kenneth E. Brown and Renee B. Brown*

March 6, 2026

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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF PICKENS )  
 )  
Kenneth E. Brown and Renee B. )  
Brown, )  
 )  
 )  
Plaintiff, )  
vs. )  
 )  
Teresa Lynne Waldrop a/k/a )  
Teresa L.S. Waldrop; US Bank )  
National Association; El Shammah )  
Ranch, LLC; and Wells Fargo )  
Bank, N.A., )  
Defendant. )

IN THE COURT OF COMMON PLEAS  
THIRTEENTH JUDICIAL CIRCUIT

**ORDER ON MOTION FOR RELIEF  
FROM JUDGMENT UNDER  
RULE 60(b)**

Docket No: 2023-CP-39-01178

This matter is before the Court on a Motion to for Relief from Judgment and Order of Sale filed by Defendant Teresa Lynne Waldrop (a/k/a Teresa L.S. Waldrop). Michael Dodd of the Greenville County Bar was in attendance on behalf of Teresa Lynne Waldrop. Marshall Swails of the Greenville County Bar was in attendance on behalf of Plaintiffs Kenneth E. Brown and Renee B. Brown. Finally, Chad Burgess of the Richland County Bar was present on behalf of Defendant US Bank National Association.

Prior to allowing the parties to make oral argument the Court reviewed the procedural history of this case and also the undisputed facts of this case. The Court noted some preliminary concerns regarding Defendant Waldrop's motion based on the age of this case and the length of time that has passed since the Order of Foreclosure was entered. This case was initiated by the filing of a Lis Pendens, Summons and Complaint October 19, 2023. The Defendant Waldrop was served on November 2, 2023. The Order or Foreclosure was entered on August 12, 2024 and the subject property was sold at public auction on November 4, 2024. Defendant Waldrop filed the instant motion on May 16, 2025, approximately 6 months after the property was sold at auction.

The attorneys for the Defendant Waldrop and the Plaintiffs Brown were then permitted to make oral argument. The attorney for the Defendant Waldrop craved reference to an affidavit from Defendant Teresa Waldrop that was previously filed on July 11, 2025. He further indicated that he had served the successful purchase from foreclosure auction, Wayne Wheeler, with notice of the motion hearing. Mr. Burgess indicated that his Client took no official position on the motion filed by the parties seeking to intervene.

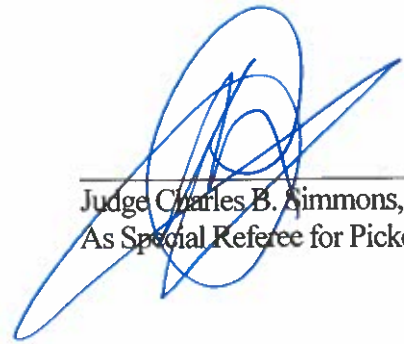
After a careful review of the facts of the underlying foreclosure action, the arguments of counsel, and the affidavits and exhibits submitted, this Court chooses to deny the motion for relief from judgment filed by Defendant Waldrop. No evidence was submitted that would tend to question the integrity of the foreclosure sale which took place on November 4, 2024. This Court finds that Plaintiffs complied with all statutory law and procedural rules governing foreclosure practice in South Carolina. As a basis for her motion, Defendant Waldrop relies on her previously filed affidavit and a "South Carolina Residential Purchase Agreement" which had been signed by Wayne Wheeler prior to the foreclosure auction. That Purchase Agreement also has a quitclaim deed attached to it which purports to convey the subject property Defendant Waldrop's sons, Logan and Evan Williams. Defendant Waldrop argued this Purchase Agreement put Wayne Wheeler on notice that the property was owned by persons other than Defendant Waldrop and that he therefore acted in bad faith by later purchasing the property at foreclosure auction. This Court notes that Defendant Waldrop had ample opportunity to raise a defense related to ownership of the subject property during the pendency of the foreclosure action. Her answer failed to raise this defense and she did not raise the defense at the final hearing on foreclosure on July 30, 2024. Further, Plaintiffs were not a party to the Purchase Agreement and therefore cannot be bound by its terms.



For the reasons stated above, the motion of Waldrop in this matter is DENIED.

**AND IT IS SO ORDERED.**

9/23/2025  
Date

  
\_\_\_\_\_  
Judge Charles B. Simmons, Jr.  
As Special Referee for Pickens Co.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF PICKENS )  
 )  
Kenneth E. Brown and Renee B. )  
Brown, )  
 )  
 )  
Plaintiff, )  
vs. )  
 )  
Teresa Lynne Waldrop a/k/a )  
Teresa L.S. Waldrop; US Bank )  
National Association; El Shammah )  
Ranch, LLC; and Wells Fargo )  
Bank, N.A., )  
Defendant. )

IN THE COURT OF COMMON PLEAS  
THIRTEENTH JUDICIAL CIRCUIT

**ORDER OF FORECLOSURE  
OF JUDGMENT LIEN**

Docket No: 2023-CP-39-01178

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Special Referee to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Special Referee shall be directly to the South Carolina Court of Appeals or Supreme Court.

Pursuant to the said reference, a hearing was held on July 30, 2024, a record was made, which is reported herewith, and from the testimony and evidence, Plaintiffs and Defendant Waldrop appeared.. I find and conclude as follows:

**FINDINGS OF FACT:**

1. The Lis Pendens was filed on October 19, 2023.
2. The Summons and Complaint were filed on October 19, 2023.

3. Service was made upon the Defendants named in this Report as is shown by the proof of service filed herein.
4. The Defendants, El Shammah Ranch, LLC and Wells Fargo Bank, N.A. are in default as shown by Affidavits filed herein.
5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
6. After a trial on May 26, 2021, an Order of Judgment against the defendant Teresa Lynn Waldrop was issued on June 16, 2021 in the amount of \$89,566.00 (Case No.: 2017-CP-39-01536). Said Order of Judgment is properly entered in Pickens County and constitutes a lien against any and all real property owned by Defendant Waldrop in Pickens County.
7. An Execution of Judgment was forwarded to the Pickens County Sheriff's Office on May 8, 2023. The Execution of Judgment was returned *Nulla Bona* on May 18, 2023.
8. The defendant Teresa Lynn Waldrop a/k/a Teresa Lynne Waldrop a/k/a Teresa L.S. Waldrop is the record owner of three separate properties in Pickens County, South Carolina, to-wit:

**PROPERTY 1:**

ALL the certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Pickens, located near Dacusville on the Northern side of Clear Creek Road, containing 0.69 acres, more or less, as shown on plat prepared by Site Design, Inc., dated August 26, 1996, recorded in Plat Book 238 at Page 8-A, and having such metes and bounds as shown thereon.

THIS being the same property conveyed to Teresa L.S. Waldrop by deed of Jackie C. Scroggins, recorded in the Register of Deeds Office for Pickens County, South Carolina on June 9, 2016 in Deed Book 1776 at Page 60.



Tax Map No: 5132-01-28-9257  
Address: 212 Clear Creek Road, Pickens, SC

**PROPERTY 2:**

ALL that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, and containing 6.29 acres more or less, as shown on a plat by Ray Dunn dated February 15, 2001 and recorded in Plat Book 421 at Page 7 in the Register of Deeds Office for Pickens County, SC, reference to which is hereby made for a more complete description.

THIS being the same property conveyed to Teresa Lynne Waldrop by deed of Kindele Childs, Karson Elliot Waldrop, Kiley Emerson Waldrop, Kayla Waldrop, Kurenton Waldrop a/k/a Kwenton Waldrop, recorded in the Register of Deeds Office for Pickens County, South Carolina on September 4, 2018 in Deed Book 1987 at Page 117.

Tax Map No: 4161-00-92-5047  
Address: 135 Catalpa Tree Road, Pickens, SC

**PROPERTY 3:**

ALL that certain piece, parcel or lot of land together with all improvements thereon lying and being situate in the State of South Carolina, County of Pickens, being shown and designated as Lot No. Seventy-Five (75) on a plat of Big Rock Lake Development recorded in the Office of the Register of Deeds for Pickens County in Plat Book 1920 at Page 18A. This lot is subject to a right of way for a 25-foot road on each side of center, the center being the front lot line as shown on said plat.

THIS being the same property conveyed to Teresa L.S. Waldrop by deed of David S. Hosea, recorded in the Register of Deeds Office for Pickens County, South Carolina on December 20, 2013 in Deed Book 1573 at Page 131.

Tax Map No: 4164-00-50-6819  
Address: 348 Big Rock Lake Road, Pickens, SC

9. The judgment lien against defendant Waldrop is inferior to the mortgage of Wells Fargo Bank, N.A. on the property identified above as "PROPERTY 1", also known as 212 Clear Creek



Road, Pickens, SC. Said mortgage was recorded on December 2, 2011 in Book 6412 at Page 177, Pickens County ROD.

10. The judgment lien against defendant Waldrop is inferior to the mortgage of US Bank National Association on the property identified above as "PROPERTY 2", also known as 135 Catalpa Tree Road, Pickens, SC. Said mortgage was recorded on November 11, 2005 in Book 3115 at Page 220.

11. The judgment lien against defendant Waldrop is a first lien on the property identified above as "PROPERTY 3", also known as 348 Big Rock Lake Road, Pickens, SC.

12. The amount due and owing on the Order of Judgment, with interest at the rate provided by The Supreme Court of South Carolina, is as follows:

Principal (original judgment)	\$89,566.00
Interest from June 16, 2021 to January 14, 2023 at rate of 7.25% (\$17.7905 per diem for 577 days)	\$10,265.12
Interest from January 15, 2023 to January 14, 2024 at rate of 11.5% (\$28.2194 per diem for 364 days)	\$10,271.86
Interest from January 15, 2024 to July 30, 2024 at rate of 12.5% (\$30.6733 per diem for 197 days)	<u>\$ 6,042.64</u>
<b>Total Judgment as of 6/24/2024</b>	<b>\$116,145.62</b>

13. Defendant Waldrop's primary residence is 548 Concord Church Road, Pickens, SC 29671. This is the address she registered with the Court upon filing an Answer and making an appearance in this matter. Further, Ms. Waldrop stated at hearing that although 348 Big Rock Lake Road, Pickens, SC had been her primary resident at one point in time, she is currently in the process of removing her personal items from that property and moving those items to 548 Concord Church Road, Picken, SC. Thus, the Homestead Exemption (S.C. Code § 15-41-10, *et seq.*) does not apply to a judicial sale of 348 Big Rock Lake Road, Pickens, SC ("PROPERTY 3").

14. Plaintiff requested that this Court order a judicial sale of 348 Big Rock Lake Road, Pickens, SC.

**CONCLUSIONS OF LAW:** I, therefore, conclude as follows:

1. The Plaintiffs should have judgment of foreclosure on their Order of Judgment; and the Property known as 348 Big Rock Lake Road, Picken, SC should be ordered sold at public auction after due advertisement.
2. That there is due to the Plaintiffs on their Order of Judgment, representing the Total Debt due to the Plaintiffs as outlined above, together with interest thereon at the rate provided by The Supreme Court of South Carolina.
3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest shall constitute the total judgment debt due to the Plaintiffs and shall bear interest hereafter at the rate of 12.5% per annum, as specified by The Supreme Court of South Carolina Order of January 4, 2024.
4. The Homestead Exemption (S.C. Code § 15-41-10, *et seq.*) does not apply to a judicial sale of 348 Big Rock Lake Road, Pickens as this property is not Defendant Waldrop's primary residence.
5. In the event a sale of 348 Big Rock Lake Road yields proceeds insufficient to satisfy the Total Debt due Plaintiffs, Plaintiffs shall have the right to schedule a supplemental hearing on this matter to apply for further relief consistent with that requested in Plaintiff's original Complaint filed October 19, 2023.

**IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:**



1. That the Defendant(s) liable for the aforesaid Order of Judgment debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiffs, or the Plaintiffs' attorney, the amount of the Plaintiffs' debt as aforesaid.
2. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Special Referee or his designee at public auction, at the Pickens County Courthouse, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
  - A. FOR CASH: The undersigned Special Referee or designee shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
  - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 12.5% which is the current rate of interest on money decrees and judgments as ordered by The Supreme Court of South Carolina.
  - C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
  - D. Purchaser to pay for the deed and the cost of recording the deed.
3. If the Plaintiffs are the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiffs in full, the Plaintiffs may pay to the undersigned Special Referee only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs' indebtedness.
4. That the undersigned Special Referee will, by advertisement placed by Plaintiff's attorney according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the



purchaser, or purchasers, a deed to the Property sold. The property sale will be sold at the October 7, 2024 sale at the Pickens County Courthouse. The Court encourages the parties to come up with some resolution other than the sale. The Plaintiffs, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiffs or their assignee, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) after the date of sale, then the undersigned Special Referee may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured.

5. In the event an agent of the Plaintiffs does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
6. That the undersigned Special Referee shall apply the proceeds of the sale as follows:  

FIRST: To the payment of the amount due to the Plaintiffs, or the Plaintiffs' Attorney, of the amount of the Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and  
NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.
7. That it is further ORDERED, ADJUDGED AND DECREED that Defendant Waldrop, and all persons whomsoever claiming under her, be forever barred and foreclosed of all right, title, interest and equity of redemption in property known as 348 Big Rock Lake Road, Pickens, SC so sold, or any part thereof.
8. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of



the filing of the Lis Pendens, and the Grantee; and that the Pickens County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

9. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Pickens County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.
10. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Special Referee shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
11. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

**ALL that certain piece, parcel or lot of land together with all improvements thereon lying and being situate in the State of South Carolina, County of Pickens, being shown and designated as Lot No. Seventy-Five (75) on a plat of Big Rock Lake Development recorded in the Office of the Register of Deeds for Pickens County in Plat Book 1920 at Page 18A. This lot is subject to a right of way for a 25-foot road on each side of center, the center being the front lot line as shown on said plat.**

**THIS being the same property conveyed to Teresa L.S. Waldrop by deed of David S. Hosea, recorded in the Register of Deeds**



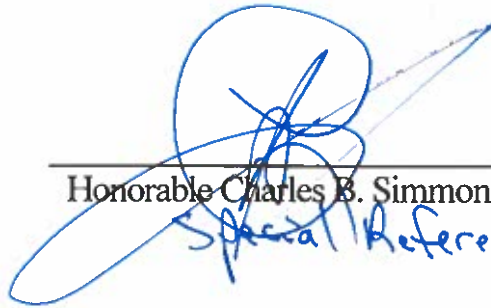
Office for Pickens County, South Carolina on December 20,  
2013 in Deed Book 1573 at Page 131.

Tax Map No: 4164-00-50-6819  
Address: 348 Big Rock Lake Road, Pickens, SC

AND IT IS SO ORDERED.

Greenville, SC

8/12, 2024

  
\_\_\_\_\_  
Honorable Charles B. Simmons, Jr.  
Special Referee

**FORM 4**

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2023-CP-39-01178

Kenneth E. Brown and Renee B. Brown,

Teresa Lynne Waldrop, et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: J. Marshall Swails, Esq.  
8 Williams Street  
P.O. Box 10261  
Greenville, SC 29603

Attorney for :  Plaintiff  Defendant  
 or  
 Self-Represented Litigant

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- 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
- 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 JUDGMENT INDEX**

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

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

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.

Circuit Court Judge

*Special Agent*

Judge Code

Date

*8/12/2024*

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_ day of \_\_\_, 2024 and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_ day of \_\_\_, 2024 to attorneys of record or

to parties (when appearing pro se) as follows:

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

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

\_\_\_\_\_  
CLERK OF COURT

**Court Reporter:**

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

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

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STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Kenneth E. Brown and Renee B. Brown,

Plaintiffs,

vs.

Teresa Lynne Waldrop a/k/a Teresa L.S. Waldrop; US Bank National Association; El Shammah Ranch, LLC; and Wells Fargo Bank, N.A.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2023-CP-39-

**SUMMONS AND NOTICES**

(Non-Jury)

**FORECLOSURE  
OF JUDGMENT LIEN**

**TO THE DEFENDANT ABOVE NAMED:**

**YOU ARE HEREBY SUMMONED** and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscriber at his office at 8 Williams Street, P.O. Box 10261, Greenville, SC 29603, within thirty (30) days after the service hereof, and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

**YOU WILL ALSO TAKE NOTICE** that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the *South Carolina Rules of Civil Procedure*.

/s/ Marshall Swails

J. Marshall Swails, SC Bar #79067  
8 Williams Street  
Greenville, SC 29601  
Phone 864-233-6225; Fax 864-298-0033  
*Attorney for Plaintiffs*

Dated: October 19, 2023  
Greenville, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Kenneth E. Brown and Renee B. Brown,

Plaintiffs,

vs.

Teresa Lynne Waldrop a/k/a Teresa L.S. Waldrop; US Bank National Association; El Shammah Ranch, LLC; and Wells Fargo Bank, N.A.,

Defendant.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2023-CP-39-

**COMPLAINT**

(Non-Jury)

**FORECLOSURE  
OF JUDGMENT LIEN**

The Plaintiffs, complaining of the Defendant above named, would respectfully allege as follows:

1. This is an action for the foreclosure of a judgment on certain real estate in Pickens County, South Carolina.
2. The Plaintiffs are citizens and residents of Oconee County, South Carolina.
3. Upon information and belief, the Defendant Teresa Lynne Waldrop a/k/a Teresa L.A. Waldrop is a citizen and resident of Pickens County, South Carolina.
4. Upon information and belief, the Defendant Teresa Lynne Waldrop is one and the same as Teresa L.S. Waldrop.
5. Upon information and belief, US Bank National Association is a business entity duly authorized to conduct business in the State of South Carolina.
6. Upon information and belief, Defendant El Shammah Ranch, LLC is a limited liability company organized under the laws of the State of South Carolina and is authorized to do business in the State of South Carolina.

7. Upon information and belief, Defendant Wells Fargo Bank, N.A. is a business entity duly authorized to conduct business in the State of South Carolina.
8. Some lien or interest in the real estate that is subject of this action may be claimed by the Defendants herein, including any parties named as judgment creditors.
9. Heretofore, on June 16, 2021, plaintiffs obtained a Judgment in a Civil Action in the case entitled Kenneth F. Brown and Renee B. Brown vs. Teresa Lynn Waldrop, et al. (Civil Action No: 2017-CP-39-01536). A true and accurate copy of the Judgment is attached hereto as *Exhibit A* and incorporated herein by reference.
10. Thereafter, on June 16, 2021, plaintiffs docketed the Judgment in the records of Pickens County, South Carolina.
11. As provided for under the Judgment, the total amount due as of June 16, 2021 was \$89,566.00. This amount does not include any post-judgment interest to which plaintiff is entitled.
12. The Execution against property was duly issued by the Sheriff of Pickens County on the Judgment, and said Sheriff returned the Execution *Nulla Bona*, unsatisfied.
13. The Plaintiff is informed and believes that the Defendant Teresa Lynne Waldrop a/k/a Teresa L.S. Waldrop was then, and still has, an ownership interest in the following pieces of real property located in Pickens County in the State of South Carolina, further described as follows:

**PROPERTY 1:**

ALL the certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Pickens, located near Dacusville on the Northern side of Clear Creek Road, containing 0.69 acres, more or less, as shown on plat prepared by Site Design, Inc., dated August 26, 1996, recorded in Plat Book 238 at Page 8-A, and having such metes and bounds as shown thereon.

THIS being the same property conveyed to Teresa L.S. Waldrop by deed of Jackie C. Scroggins, recorded in the Register of Deeds Office for Pickens County, South Carolina on June 9, 2016 in Deed Book 1776 at Page 60.

Tax Map No: 5132-01-28-9257  
Address: 212 Clear Creek Road, Pickens, SC

**PROPERTY 2:**

ALL that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, and containing 6.29 acres more or less, as shown on a plat by Ray Dunn dated February 15, 2001 and recorded in Plat Book 421 at Page 7 in the Register of Deeds Office for Pickens County, SC, reference to which is hereby made for a more complete description.

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Tax Map No: 4161-00-92-5047  
Address: 135 Catalpa Tree Road, Pickens, SC

**PROPERTY 3:**

ALL that certain piece, parcel or lot of land together with all improvements thereon lying and being situate in the State of South Carolina, County of Pickens, being shown and designated as Lot No. Seventy-Five (75) on a plat of Big Rock Lake Development recorded in the Office of the Register of Deeds for Pickens County in Plat Book 1920 at Page 18A. This lot is subject to a right of way for a 25-foot road on each side of center, the center being the front lot line as shown on said plat.

THIS being the same property conveyed to Teresa L.S. Waldrop by deed of David S. Hosea, recorded in the Register of Deeds Office for Pickens County, South Carolina on December 20, 2013 in Deed Book 1573 at Page 131.

Tax Map No: 4164-00-50-6819  
Address: 348 Big Rock Lake Road, Pickens, SC

14. That there is an amount due and owing, from Defendant Teresa Lynne Waldrop a/k/a Teresa L.S. Waldrop to Plaintiff Kenneth E. Brown and Renee B. Brown, in the amount of the Judgment \$89,566.00.
15. Said Judgment sum has also incurred interest from June 16, 2021 through January 14, 2022, at the statutory rate of 7.25% annually according to the Order of the Supreme Court of South Carolina (2021-01-04-01); interest has accrued from January 15, 2022 through January 14, 2023, at the statutory rate of 7.25% annually according to the Order of the Supreme Court of South Carolina (2022-01-06-01); and interest is currently accruing from January 15, 2023 to the present at the rate of 11.50% annually pursuant to the Order of the Supreme Court of South Carolina (2023-01-04-01).
16. That the lien on of the Judgment has attached to the Defendant's interest in the pieces of real property more particularly described in paragraph thirteen (13) above, and accordingly, upon information and belief, the Plaintiff is entitled to have their aforesaid Judgment lien foreclosed on the real property, and to have the real property sold at public auction under the direction of the Court, and that any equity of redemption therein be barred, and that the proceeds of the sale be applied toward the payment of the Judgment indebtedness due to the Plaintiff.
17. Upon information and belief, said information having been obtained from the records of Pickens County, South Carolina, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the Property by virtue of the matters and things herein below alleged, to-wit:
  - a. Defendant, U.S. Bank National Association, has or may claim to have some interest in the real property described in paragraph thirteen (13) above by virtue of a certain mortgage dated November 4, 2005 and recorded in the Pickens

County Register of Deeds on November 11, 2005 in Book 3115 at Page 220. Said Mortgage purports to encumber “PROPERTY 2” described in paragraph thirteen (13) above. Defendant U.S. Bank National Association has or may also claim to have some interest in the real property described in paragraph thirteen (13) above by virtue of a pending foreclosure action filed in Pickens County (2023-CP-39-979).

- b. Defendant, El Shammah Ranch, LLC, has or may claim to have some interest in the real property described in paragraph thirteen (13) above by virtue of a pending civil action filed in Pickens County (2020-CP-39-910).
- c. Defendant, Wells Fargo Bank, N.A., has or may claim to have some interest in the real property described in paragraph thirteen (13) above by virtue of a certain mortgage dated November 18, 2011 and recorded in the Pickens County Register of Deeds on December 2, 2011 in Book 4391 at Page 181. Said Mortgage purports to encumber “PROPERTY 1” described in paragraph thirteen (13) above. Upon information and belief, said mortgage was paid in full but never satisfied of record and should be removed from title to the property upon completion of a properly conducted foreclosure sale.

**WHEREFORE**, having fully set forth its Complaint, Plaintiff prays that the Court inquire into the matters alleged herein, and:

1. Find the Plaintiff entitled to a total amount of funds including the Judgment sum, appropriate interest there upon, and the costs of this action;
2. Determine the priority of the encumbrances upon the subject real properties;
3. Declare the Judgment total of the Plaintiff a valid lien on the subject real properties, and that Plaintiff have further judgment of foreclosure on the subject real properties for the sum of the Judgment total;
4. That the properties be Sold and/or Partitioned as required under the discretion of this Court, the equity of redemption of the Defendant be barred forever, and the proceeds of the sale be applied as follows: First, to the costs and expenses of this action; Second, to the payment of the amount due Plaintiffs on the matter herein Third, the surplus, if any, be held by the Court and distributed in accordance with its further order; and

5. That the Plaintiff be awarded such further relief that the Court deems just and proper.

**FURTHER**, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Greenville County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said Property without delay, and to keep the successful bidder or his assigns in such peaceable possession.

/s/ Marshall Swails  
J. Marshall Swails, SC Bar #79067  
8 Williams Street  
Greenville, SC 29601  
Phone 864-233-6225; Fax 864-298-0033  
*Attorney for Plaintiff*

Dated: October 19, 2023  
Greenville, South Carolina



**WHEREFORE**, the Defendant, having answered the Complaint of the Plaintiff, prays  
that this Court:

- (a) Dismiss Plaintiff's Complaint with prejudice;
- (b) Costs of this action;
- (c) For such other and further relief that this Court deems just and proper.

Respectfully submitted this 27<sup>th</sup> of November 2023,

  
Teresa Lynne Waldrop

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Logan Williams and Evan Williams,

Third-Party Petitioners/Intervenors,

IN RE:

Kenneth E. Brown and Renee B. Brown,

Plaintiffs,

vs.

Teresa Lynne Waldrop a/k/a Teresa L.S. Waldrop; US Bank National Association; El Shammah Ranch, LLC; and Wells Fargo Bank, N.A.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2023-CP-39-01178

**MOTION FOR RELIEF FROM  
JUDGMENT AND ORDER OF SALE**

COMES NOW the Defendant, Teresa Lynne Waldrop, by and through her undersigned counsel, and hereby moves this Honorable Court for relief from the Final Judgment of Foreclosure and Order of Sale entered in the above-captioned matter. This motion is brought pursuant to Rule 60(b) of the South Carolina Rules of Civil Procedure and the Court's equitable powers.

As grounds for this Motion, Defendant respectfully shows the Court the following:

1. Third Party Intervenors Logan Williams and Evan Williams have filed a motion to intervene in this matter asserting the same facts that the Defendant asserted in this matter prior to judgment, indicating that the Intervenors and not the Defendant owned the property known as 348 Big Rock Lake Road, Pickens, SC at the time of judgment and at the time

of sale, and further that Wayne Wheeler, the successful purchaser at the sale had actual knowledge of this fact.

2. Based upon this, and pursuant to Rule 60 SCRPC this judgment must be overturned and the sale set aside.
3. Relief is therefore warranted to remedy this injustice and to prevent further harm.

WHEREFORE, Defendant Teresa Lynne Waldrop respectfully requests that this Court:

1. Issue an order granting relief for the Defendant from the judgment in this matter pursuant to Rule 60 SCRPC, and set aside the foreclosure sale;
2. Reopen the foreclosure proceedings for additional factual and equitable findings;
3. Stay enforcement of any further action affecting the subject property pending resolution of this motion;
4. Award such equitable and compensatory relief as may be appropriate under the circumstances; and
5. Grant such other and further relief as this Court deems just and proper.

Respectfully submitted,

(Signature page to follow)

**THE DODD LAW FIRM, LLC**

By: s/ Michael B. Dodd  
Michael B. Dodd (S.C. Bar No. 100599)  
13 Sevier Street  
Greenville, SC 29605  
Telephone: (864) 747-5607  
Facsimile: (864) 243-8255  
Email: [michael@thedoddlawfirm.com](mailto:michael@thedoddlawfirm.com)  
ATTORNEY FOR THE DEFENDANT

Pickens, South Carolina  
May 16, 2025

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Logan Williams and Evan Williams,

Third-Party Petitioners/Intervenors,

IN RE:

Kenneth E. Brown and Renee B. Brown,

Plaintiffs,

vs.

Teresa Lynne Waldrop a/k/a Teresa L.S. Waldrop; US Bank National Association; El Shammah Ranch, LLC; and Wells Fargo Bank, N.A.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2023-CP-39-01178

**MOTION TO INTERVENE**

COME NOW the Proposed Intervenors, Logan Williams and Evan Williams, by and through undersigned counsel, pursuant to Rule 24(a), South Carolina Rules of Civil Procedure, and hereby respectfully move this Court for leave to intervene as parties of right in the above-captioned foreclosure action. As grounds for this motion, Intervenors would show:

1. Intervenors, Logan Williams and Evan Williams, claim a real legal and an equitable and beneficial interest in the real property located at 348 Big Rock Lake Road, Pickens, SC (TMS# 4164-00-50-6819) (“the Property”).
2. The record owner of the Property, Teresa Lynne Waldrop, executed a Quitclaim Deed dated October 22, 2021, transferring her interest to Logan and Evan Williams. The deed was recorded on September 23, 2024, in the Pickens County Register of Deeds, Book 2724, Page 308.

3. On September 18, 2024, Intervenor entered into a valid Purchase Agreement with Wayne E. Wheeler for the sale of the Property in the amount of \$270,000.00, an all-cash purchase.
4. In reliance on this agreement, Intervenor did not market or attempt to sell the property to any other buyers and refrained from taking further steps to prevent foreclosure, believing the sale would cure the judgment lien.
5. Wayne Wheeler breached the Purchase Agreement, failed to close, and instead waited until the foreclosure sale in this matter on November 4, 2024, knowing he was under contract with the Intervenor, where he purchased the property for \$120,000.00—less than half the contract price. Wheeler had actual knowledge of the Intervenor ownership interest in the property prior to judgment and sale.
6. Intervenor's legal and equitable interests were not represented in the foreclosure proceedings, and the failure to include them has resulted in significant harm, including the loss of substantial equity and deprivation of a potential private sale opportunity.
7. The intervention is timely, as it is filed immediately following notice of the foreclosure sale and notice to vacate received from the foreclosure purchaser, and as soon as Intervenor were able to obtain counsel.

Pursuant to Rule 24(a), the undersigned move the Court for an order granting their motion to intervene as a matter of right as Third-Party Petitioners to protect their interest in the real property that is the subject of this action.

Respectfully submitted,

(Signature page to follow)

**THE DODD LAW FIRM, LLC**

By: s/ Michael B. Dodd  
Michael B. Dodd (S.C. Bar No. 100599)  
13 Sevier Street  
Greenville, SC 29605  
Telephone: (864) 747-5607  
Facsimile: (864) 243-8255  
Email: [michael@thedoddlawfirm.com](mailto:michael@thedoddlawfirm.com)  
ATTORNEY FOR THE INTERVENORS

Pickens, South Carolina  
May 16, 2025

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Logan Williams and Evan Williams,

Third-Party Petitioners/Intervenors,

IN RE:

Kenneth E. Brown and Renee B. Brown,

Plaintiffs,

vs.

Teresa Lynne Waldrop a/k/a Teresa L.S. Waldrop; US Bank National Association; El Shammah Ranch, LLC; and Wells Fargo Bank, N.A.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2023-CP-39-01178

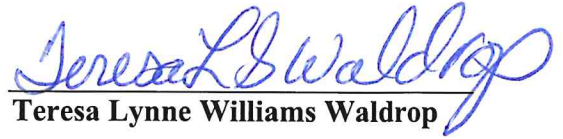
**AFFIDAVIT OF  
TERESA LYNNE  
WILLIAMS WALDROP**

PERSONALLY appeared the undersigned, **Teresa Lynne Williams Waldrop**, who, being duly sworn, deposes and states the following:

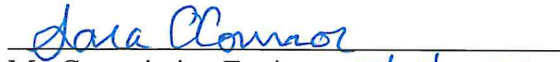
1. I am over the age of 18, competent to testify, and I make this affidavit based on personal knowledge.
2. On October 22, 2021, I executed a Quitclaim Deed transferring my ownership interest in 348 Big Rock Lake Road, Pickens, South Carolina, to my sons, Logan Williams and Evan Williams.
3. On September 18, 2024, Logan and Evan Williams entered into a Purchase Agreement with Wayne E. Wheeler for the sale of the property for \$270,000.00, all cash, with no contingencies.

4. **The Quitclaim Deed to Logan and Evan Williams was attached as an exhibit to the Purchase Agreement**, here as EX A giving Mr. Wheeler actual notice that title to the property had been transferred from me to my sons.
5. In reliance on Mr. Wheeler's contractual commitment, we did not market the property further, seek other offers, or pursue alternative methods to prevent foreclosure, believing in good faith that the transaction would close before the scheduled foreclosure sale.
6. **Upon information and belief, Wayne Wheeler was aware of our comings and goings to the property and residence and knew that we used the home regularly** as a retreat for recreation, exercise, and respite for my sons.
7. Mr. Wheeler knowingly failed to close on the Purchase Agreement and instead allowed the property to proceed to foreclosure, where he purchased it for \$120,000.00 at the sale held on November 4, 2024 breaching our contract.
8. After acquiring the foreclosure deed, Mr. Wheeler demolished the home on the property and destroyed all personal property belonging to me and my family, including irreplaceable heirlooms, furniture, tools, documents, and specialized equipment for Logan Williams' accessibility and special needs, without providing any notice or legal process to my sons.
9. As a result of Mr. Wheeler's conduct, Logan and Evan Williams lost their opportunity to protect their ownership interest in the property and lost significant equity (approximately \$150,000.00), and I suffered the loss of personal property and severe emotional distress due to the destruction of our family home and belongings.

FURTHER AFFIANT SAYETH NAUGHT.

  
Teresa Lynne Williams Waldrop

Subscribed and sworn to before me  
This 11 day of June, 2025.

  
My Commission Expires: 7/14/2033

**Sara OConnor, Notary Public  
State of South Carolina  
Commission Expires July 14, 2033**



2024 at 5:00  AM  PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted  is  is not required to be placed in a separate trust or escrow account in accordance with State law.

V. Purchase Price and Terms. The Buyer agrees to purchase the Property by payment of \$ 270,000 ( \_\_\_\_\_ Dollars) as follows: (check one)

- All Cash Offer. No loan or financing of any kind is required in order to purchase the Property. Buyer shall provide Seller written third (3rd) party documentation verifying sufficient funds to close no later than \_\_\_\_\_, 20\_\_ at \_\_\_\_:\_\_\_\_  AM  PM. Seller shall have three (3) business days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance of verification of funds.

- Bank Financing. The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions: (check one)

- Conventional Loan
- FHA Loan (Attach Required Addendums)
- VA Loan (Attach Required Addendums)
- Other: \_\_\_\_\_

- a.) In addition, Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;
- b.) If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;
- c.) On or before \_\_\_\_\_, 20\_\_, the Buyer will provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval  is  is not contingent on the lease, sale, or recording of another property;
- d.) In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section V(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within \_\_\_\_ days from the date in Section V(c);
- e.) Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section V(c) regarding the financial institution, type of financing, or allocation of closing costs; and
- f.) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the financial institution for processing of the loan application. Buyer agrees the interest rate offered by lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for



Buyer's Initials WJW Seller's Initials TSW

the financing herein agreed. Availability of any financing program may change at any time. Any licensed real estate agent hired by either party is not responsible for representations or guarantees as to the availability of any loans, project and/or property approvals or interest rates.

- **Seller Financing.** Seller agrees to provide financing to the Buyer under the following terms and conditions:

- a.) **Loan Amount:** \$ 270,000 <sup>TSW</sup>
- b.) **Down Payment:** \$ 500
- c.) **Interest Rate** (per annum): \_\_\_\_ %
- d.) **Term:** \_\_\_\_  Months  Years
- e.) **Documents:** The Buyer shall be required to produce documentation, as required by the Seller, verifying the Buyer's ability to purchase according to the Purchase Price and the terms of the Seller Financing. Therefore, such Seller Financing is contingent upon the Seller's approval of the requested documentation to be provided on or before \_\_\_\_\_, 20\_\_\_\_. The Seller shall have until \_\_\_\_\_, 20\_\_\_\_ to approve the Buyer's documentation. In the event Buyer fails to obtain Seller's approval, this Agreement shall be terminated with the Buyer's Earnest Money being returned within five (5) business days.

**VI. Sale of Another Property.** Buyer's performance under this Agreement: (check one)

- **Shall not** be contingent upon selling another property.

- **Shall be** contingent upon selling another property with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ within \_\_\_\_\_ days from the Effective Date.

**VII. Closing Costs.** The costs attributed to the Closing of the Property shall be the responsibility of  Buyer  Seller  Both Parties. The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

**VIII. Funds at Closing.** Buyer and Seller agree that before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

**IX. Closing.** This transaction shall be closed on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_:\_\_\_\_  AM  PM or earlier at the office of a title company to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the



Buyer's Initials HN Seller's Initials TSW

Property for the year in which the sale is closed shall be prorated as of the Closing. Taxes due for prior years shall be paid by Seller.

**X. Survey.** Buyer may obtain a survey of the Property before the Closing to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey ("Survey Problems"). The cost of the survey shall be paid by the Buyer. Not later than 4 business days prior to the Closing, Buyer shall notify Seller of any Survey Problems which shall be deemed to be a defect in the title to the Property. Seller shall be required to remedy such defects within 4 business days and prior to the Closing.

If Seller does not or cannot remedy any such defect(s), Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

**XI. Mineral Rights.** It is agreed and understood that all rights under the soil, including but not limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.

**XII. Title.** Seller shall convey title to the property by warranty deed or equivalent. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions, or other documents noted in a Title Search Report. Upon execution of this Agreement by the Parties, Seller will, at the shared expense of both Buyer and Seller, order a Title Search Report and have delivered to the Buyer.

Upon receipt of the Title Search Report, the Buyer shall have 4 business days to notify the Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object to the report shall constitute acceptance of the Title Search Report.

If any objections are made by Buyer regarding the Title Search Report, mortgage loan inspection, or other information that discloses a material defect, the Seller shall have 4 business days from the date the objections were received to correct said matters. If Seller does not remedy any defect discovered by the Title Search Report, Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

After Closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

**XIII. Property Condition.** Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. Buyer recognizes that the Seller, along with any licensed real estate agent(s) involved in this transaction, make no claims as to the validity of any property disclosure information. Buyer is required to perform their own inspections, tests, and investigations to verify any information provided by the Seller. Afterward, the Buyer shall submit copies of all tests and reports to the Seller at no cost.



Buyer's Initials WJW Seller's Initials TLW

Therefore, Buyer shall hold the right to hire licensed contractors, or other qualified professionals, to further inspect and investigate the Property until

NA, 20\_\_\_ at \_\_\_:\_\_\_  AM  PM.

After all inspections are completed, Buyer shall have until NA, 20\_\_\_ at \_\_\_:\_\_\_  AM  PM to present any new property disclosures to the Seller in writing. The Buyer and Seller shall have \_\_\_ business days to reach an agreement over any new property disclosures found by the Buyer. If the Parties cannot come to an agreement, this Agreement shall be terminated with the Earnest Money being returned to the Buyer.

If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller.

In the event improvements on the Property are destroyed, compromised, or materially damaged prior to Closing, the Agreement may be terminated at Buyer's option.

**XIV. Seller's Indemnification.** Except as otherwise stated in this Agreement, after recording, the Buyer shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Neither Seller nor their licensed real estate agent(s) or any other agent(s) of the Seller, shall be bound to any representation or warranty of any kind relating in any way to the Property or its condition, quality or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the Seller only, and which is based upon the best of the Seller's personal knowledge.

**XV. Appraisal.** Buyer's performance under this Agreement: (check one)

- **Shall not** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price.

- **Shall** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price. If the Property does not appraise to at least the amount of the Purchase Price, or if the appraisal discovers lender-required repairs, the Parties shall have \_\_\_ business days to re-negotiate this Agreement ("Negotiation Period"). In such event the Parties cannot come to an agreement during the Negotiation Period, this Agreement shall terminate with the Earnest Money being returned to the Buyer.

**XVI. Required Documents.** Prior to the Closing, the Parties agree to authorize all necessary documents, in good faith, in order to record the transaction under the conditions required by the recorder, title company, lender, or any other public or private entity.

**XVII. Termination.** In the event this Agreement is terminated, as provided in this Agreement, absent of default, any Earnest Money shall be returned to the Buyer, in-full,



Buyer's Initials

WEN

Seller's Initials

TKSW

within 4 business days with all parties being relieved of their obligations as set forth herein.

**XVIII. Sex Offenders.** Section 2250 of Title 18, United States Code, makes it a federal offense for sex offenders required to register pursuant to the Sex Offender Registration and Notification Act (SORNA), to knowingly fail to register or update a registration as required. State convicted sex offenders may also be prosecuted under this statute if the sex offender knowingly fails to register or update a registration as required, and engages in interstate travel, foreign travel, or enters, leaves, or resides on an Indian reservation.

A sex offender who fails to properly register may face fines and up to ten (10) years in prison. Furthermore, if a sex offender knowingly fails to update or register as required and commits a violent federal crime, he or she may face up to thirty (30) years in prison under this statute. The Buyer may seek more information online by visiting <https://www.nsopw.gov/>.

**XIX. Time.** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

**XX. Buyer's Default.** Seller's remedies shall be limited to liquidated damages in the amount of the Earnest Money set forth in Section IV. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. The Parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.

**XXI. Seller's Default.** Buyer may elect to treat this Agreement as cancelled, in which case all Earnest Money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

**XXII. Earnest Money Dispute.** Notwithstanding any termination of this Agreement, the Parties agree that in the event of any controversy regarding the release of the Earnest Money that the matter shall be submitted to mediation as provided in Section XXIII.

**XXIII. Dispute Resolution.** Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

- a.) **Mediation.** If a dispute arises, between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually



Buyer's Initials MEW Seller's Initials TWS

shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.

- b.) **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with South Carolina law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.
- c.) **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with South Carolina law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

**XXIV. Governing Law.** This Agreement shall be interpreted in accordance with the laws in the State of South Carolina.

**XXV. Terms and Conditions of Offer.** This is an offer to purchase the Property in accordance with the above stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counter offer is required until an agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

**XXVI. Binding Effect.** This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

**XXVII. Severability.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

**XXVIII. Offer Expiration.** This offer to purchase the Property as outlined in this Agreement shall be deemed revoked and the Earnest Money shall be returned unless



Buyer's Initials

*BSW*

Seller's Initials

*TKSW*

this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by September 18, 2024 at 5:00  AM  PM.

**XXIX. Acceptance.** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accepts the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with licensed real estate agent(s). Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

**XXX. Licensed Real Estate Agent(s).** If Buyer or Seller have hired the services of licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

**XXXI. Disclosures.** It is acknowledged by the Parties that: (check one)

- There are no attached addendums or disclosures to this Agreement.

- The following addendums or disclosures are attached to this Agreement:

- Lead-Based Paint Disclosure Form

- addendum attached

- \_\_\_\_\_

- \_\_\_\_\_

**XXXII. Additional Terms and Conditions.** \_\_\_\_\_

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

**XXXIII. Entire Agreement.** This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or



Buyer's Initials MBW Seller's Initials \_\_\_\_\_

promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

**XXXIV. Signature**

Date: 9/18/2024

Teresa L Waldrop  
Seller's Signature

Bob Logan and Evan  
Print Name  
Williams

Date: 9/18/2024

Seller's Signature

Teresa L Waldrop  
Print Name

Date: 9/18/2024

Weyan E Wheeler  
Buyer's Signature

Weyan E Wheeler  
Print Name

Date: \_\_\_\_\_

Buyer's Signature

Print Name

Date: 9/18/2024

witness Mark Kimbrogh  
Agent's Signature

Print Name

Date: 9/18/2024

witness Mark Kimbrogh  
Agent's Signature

Print Name



# addendum

1. Seller Wayne Wheeler is not liable for any damage or injury during removal process two month exit period.

2. Two ~~months~~<sup>months</sup> after closing remove home or any existing items from property.

3. Seller will maintain home owners insurance during the two month exit period.

Dursa L & Waldrop Seller

Wayne E. Wheeler

Buyer

witness

# Quitclaim Deed

RECORDING REQUESTED BY \_\_\_\_\_

*Revocable Trust*

AND WHEN RECORDED MAIL TO:  
Logan and Evan Williams, Grantee(s)

348 Big Rock Lake Rd Pickens SC 29671

Consideration: \$ 5.00

Property Transfer Tax: \$ \_\_\_\_\_

Assessor's Parcel No.: 4164-00-50-6819

PREPARED BY: Teresa LS Waldrop certifies herein that he or she has prepared this Deed.

Teresa LS Waldrop  
Signature of Preparer

10/22/2021  
Date of Preparation

Teresa LS Waldrop  
Printed Name of Preparer

THIS QUITCLAIM DEED, executed on 10/22/2021 in the County of Pickens, State of South Carolina

by Grantor(s), Teresa LS Waldrop  
whose post office address is 348 Big Rock Lake Rd Pickens SC 29671

to Grantee(s), Logan G Williams, Evan P. Williams  
whose post office address is 348 Big Rock Lake Rd Pickens SC 29671

WITNESSETH, that the said Grantor(s), Teresa LS,  
for good consideration and for the sum of five dollars  
(\$ 5.00 ) paid by the said Grantee(s), the receipt whereof is hereby acknowledged,  
does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title

interest and claim which the said Grantor(s) have in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Pickens, State of South Carolina and more specifically described as set forth in EXHIBIT "A" to this Quitclaim Deed, which is attached hereto and incorporated herein by reference.

**IN WITNESS WHEREOF**, the said Grantor(s) has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

**GRANTOR(S):**

Teresa L Waldrop  
Signature of Grantor

\_\_\_\_\_  
Signature of Second Grantor (if applicable)

Teresa L Waldrop  
Print Name of Grantor

\_\_\_\_\_  
Print Name of Second Grantor (if applicable)

Tamara G. Wood  
Signature of First Witness to Grantor(s)

Debra M. Harden  
Signature of Second Witness to Grantor(s)

Tamara G. Wood  
Print Name of First Witness to Grantor(s)

DEBRA M. HARDEN  
Print Name of Second Witness to Grantor(s)

**GRANTEE(S):**

Evan P. Williams  
Signature of Grantee

Evan P. Williams  
Signature of Second Grantee (if applicable)

Evan P. Williams  
Print Name of Grantee

Evan P. Williams  
Print Name of Second Grantee (if applicable)

Tamara G. Wood  
Signature of First Witness to Grantee(s)

Tamara G. Wood  
Signature of Second Witness to Grantee(s)

Tamara G. Wood  
Print Name of First Witness to Grantee(s)

Tamara G. Wood  
Print Name of Second Witness to Grantee(s)

**NOTARY ACKNOWLEDGMENT**

State of S.C  
County of Pickens  
On 10-22-21, before me, Tracy Batson, a notary  
public in and for said state, personally appeared, Teresa Waldrop

who are known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

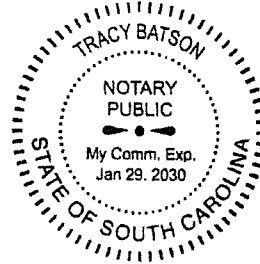
**WITNESS** my hand and official seal

[Signature]  
Signature of Notary

Affiant Known \_\_\_\_\_ Produced ID ✓

Type of ID South # ~~00878323~~

(Seal)



My Commission Expires  
January 29, 2030

Inst # 201320883 DocType:DEED Page 1 of 3 BKD:1573 PG:131 12/20/2013 at 02:51:39 PM, Fee:\$10.00 Cnty:\$172.70 St:\$408.20 PAUL MCGUFFIN ROD PICKENS CO, SC - County Assesor & Auditor 222 McDaniel Ave., B8 & B7 Pickens, SC 29671

*exhibit A*

TITLE TO REAL ESTATE

Prepared by:  
Law Offices of Daniel E. Hunt, P.A.  
502 North A Street  
Post Office Box 887  
Easley, South Carolina 29641-0887  
(864)859-7127

STATE OF SOUTH CAROLINA ) Grantee Address: 548 Concord Church  
 ) Road,  
 ) Pickens, SC 29671  
COUNTY OF PICKENS )

KNOW ALL MEN BY THESE PRESENTS, that David S. Hosea (hereinafter Grantors), in consideration of One Hundred Fifty Seven Thousand and no (\$157,000.00) Dollars, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto:

Teresa L.S. Waldrop, her heirs and assigns forever, the following described property, to-wit:

ALL that certain piece, parcel or lot of land together with all improvements thereon lying and being situate in the State of South Carolina, County of Pickens, being known and designated as Lot No. Seventy-Five (75) on a plat of Big Rock Lake Development recorded in the Office of the Register of Deeds for Pickens County in Plat Book 1920 at Page 18A. This lot is subject to a right of way for a 25-foot road on each side of center, the center being the front lot line as shown on said plat.

This being the identical property conveyed unto David S. Hosea by deed of Sandra W. Buchanan and Marsha K. Moon dated August 15, 2012, and recorded August 23, 2012, in Book 1473, Page 248, records of the Register of Deeds for Pickens County, South Carolina.

AND ALSO: An Easement to construct and thereafter maintain a supply pipe from a well located on other property of the Grantor. Once the line is constructed, the Grantee herein, her heirs and assigns, shall have the joint use and benefit of the well and waters therefrom in perpetuity, together with Grantor, his heirs and assigns.

Instrument # 201320883 BKD: 1573 PG: 132

**ADDITIONALLY**, by acceptance of this deed herein Grantee grants to Grantor as an easement in gross, an easement personal to the Grantor for the right to park his recreational vehicle on the property of the Grantee.

TMS: 4164-00-50-6819

This conveyance is made subject to any and all existing rights-of-way for roads, utilities and other easements, zoning ordinances and restrictions of record, or from whatever any inspection of the premises might show.

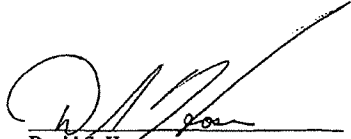
Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining.


**TO HAVE AND TO HOLD** all and singular the premises before mentioned unto the said, **Teresa L.S. Waldrop**, her heirs and assigns forever.

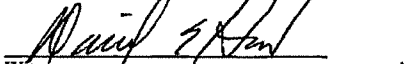
**AND I**, do hereby bind myself and my heirs and executors and administrators, to warrant and forever defend all and singular the said premises unto the said **Teresa L.S. Waldrop**, her heirs and assigns, against me and my heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the grantor's(s) hand(s) and seal(s) this 20 day of December, 2013, in the Year of our Lord Two Thousand and Thirteen, and in the Two Hundred and Thirty-seventh year of the Sovereignty and Independence of the United States of America.

SIGNED, sealed and delivered  
in the presence of

  
David S. Hosea

  
Witness  
Printed Name: Melissa C. Hagel

  
Witness  
Printed Name: Danielle E. Hunt

Instrument # 201320883 BKD: 1573 PG: 133

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF PICKENS	)	PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named grantor sign, seal and as the grantor's act and deed deliver the within written deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.

Melvin C. Hood  
Witness

SWORN to and subscribed before me  
this 20<sup>th</sup> day of December, 2013.

Dawn G.  
Notary Public for South Carolina  
My commission expires 2-16-2016

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Logan Williams and Evan Williams,

Third-Party Petitioners/Intervenors,

IN RE:

Kenneth E. Brown and Renee B. Brown,

Plaintiffs,

vs.

Teresa Lynne Waldrop a/k/a Teresa L.S. Waldrop; US Bank National Association; El Shammah Ranch, LLC; and Wells Fargo Bank, N.A.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2023-CP-39-01178

**AFFIDAVIT OF  
EVAN WILLIAMS**

PERSONALLY appeared the undersigned, Evan Williams, who, being duly sworn, deposes and states the following:

1. I am over the age of 18, competent to testify, and I make this affidavit based on personal knowledge.
2. I am rightful co-owner of the property located at 348 Big Rock Lake Road, Pickens, South Carolina along with my brother Logan.
3. The house on the property was used by me as a **retreat for recreation, exercise, and respite**. It was an important personal space for me to rest, recharge, and connect with nature. It was also important for my brother to use for treatment and physical therapy due to his physical disability.

4. The home was also **custom built to accommodate the special needs of my brother, Logan Williams**, including accessible entryways, widened hallways, specialized bathroom facilities, and interior modifications to ensure his comfort, safety, and mobility.
5. Although the home was currently used for recreation and retreat, I had **planned to use the home as my primary residence in the future**.
6. Upon information and belief, **Wayne Wheeler was aware of my comings and goings to the property and residence** and knew that I used the home regularly.
7. **Mr. Wheeler was fully aware of the change in property ownership** to me and my brother Logan, as the Quitclaim Deed was attached as an exhibit to the Purchase Agreement he signed in September 2024 attached as EX A. Mr. Wheeler has breached the contract with us and he knew we were the owners of the property at the time he bid on the property at the foreclosure sale.
8. I was **never served with any notice to vacate the property by Mr. Wheeler**, despite his knowledge of my ownership interest and frequent use of the home.
9. To my knowledge, **no personal action was ever filed against me individually** to seek possession, ejection, or eviction prior to the demolition.
10. Upon my return to my house on **April 25, 2025**, I was horrified to discover that **the home had been demolished**, and all of my personal property, furnishings, and special equipment for my brother Logan had been destroyed without any notice or opportunity to retrieve them.
11. This has caused me severe emotional distress, grief, humiliation, and disruption of my personal life and future plans, and has deprived my brother Logan of a space specially equipped for his unique needs.

FURTHER AFFIANT SAYETH NAUGHT.

Evan Williams  
Evan Williams

Subscribed and sworn to before me  
This 11 day of June, 2025.

Sara Connor  
My Commission Expires: 7/14/2033

Sara OConnor, Notary Public  
State of South Carolina  
Commission Expires July 14, 2033

# SOUTH CAROLINA RESIDENTIAL PURCHASE AGREEMENT

I. **The Parties.** This Real Estate Purchase Agreement ("Agreement") made on Sept 18, 2024 ("Effective Date") between:

Wayne F. Wheeler ("Buyer") with a mailing address of 354 Big Rock Lake Rd  
City of Pickens, State of South Carolina who agrees to buy

AND

Dore Waldrop <sup>for Logan Evan Williams</sup> ("Seller") with a mailing address of 348 Big Rock Lake Rd  
City of Pickens, State of South Carolina who agrees to sell  
and convey real and personal property as described in Sections II & III. Buyer and Seller shall be collectively known as the "Parties."

II. **Legal Description.** The real property is a: (check one)

- Single-Family Home

- Condominium

- Planned Unit Development (PUD)

- Duplex

- Triplex

- Fourplex

- Other: \_\_\_\_\_

Street Address: 348 Big Rock Lake Rd, Pickens, SC 29671

Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): ~~8732222222222222~~

Other Description: single family home 4164-00-50-6819

III. **Personal Property.** In addition to the real property described in Section II, the Seller shall include the following personal property: Seller able to alt

person property two months after closing

The real property and personal property shall be collectively known as the "Property".

IV. **Earnest Money.** After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$ 500 as consideration by Lawfirm Depasquale



Buyer's Initials \_\_\_\_\_ Seller's Initials TLSW

2024 at 5:00  AM  PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted  is  is not required to be placed in a separate trust or escrow account in accordance with State law.

**V. Purchase Price and Terms.** The Buyer agrees to purchase the Property by payment of \$ 270,000 ( \_\_\_\_\_ Dollars) as follows: (check one)

- **All Cash Offer.** No loan or financing of any kind is required in order to purchase the Property. Buyer shall provide Seller written third (3<sup>rd</sup>) party documentation verifying sufficient funds to close no later than \_\_\_\_\_, 20\_\_ at \_\_\_\_:\_\_\_\_  AM  PM. Seller shall have three (3) business days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance of verification of funds.

- **Bank Financing.** The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions: (check one)

- Conventional Loan
- FHA Loan (Attach Required Addendums)
- VA Loan (Attach Required Addendums)
- Other: \_\_\_\_\_

- a.) In addition, Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;
- b.) If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;
- c.) On or before \_\_\_\_\_, 20\_\_, the Buyer will provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval  is  is not contingent on the lease, sale, or recording of another property;
- d.) In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section V(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within \_\_\_\_ days from the date in Section V(c);
- e.) Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section V(c) regarding the financial institution, type of financing, or allocation of closing costs; and
- f.) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the financial institution for processing of the loan application. Buyer agrees the interest rate offered by lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for



Buyer's Initials WJW Seller's Initials THSW

the financing herein agreed. Availability of any financing program may change at any time. Any licensed real estate agent hired by either party is not responsible for representations or guarantees as to the availability of any loans, project and/or property approvals or interest rates.

- **Seller Financing.** Seller agrees to provide financing to the Buyer under the following terms and conditions:

- a.) **Loan Amount:** \$ 270,000 <sup>TSW</sup>
- b.) **Down Payment:** \$ 500
- c.) **Interest Rate** (per annum): \_\_\_\_ %
- d.) **Term:** \_\_\_\_  Months  Years
- e.) **Documents:** The Buyer shall be required to produce documentation, as required by the Seller, verifying the Buyer's ability to purchase according to the Purchase Price and the terms of the Seller Financing. Therefore, such Seller Financing is contingent upon the Seller's approval of the requested documentation to be provided on or before \_\_\_\_\_, 20\_\_\_\_. The Seller shall have until \_\_\_\_\_, 20\_\_\_\_ to approve the Buyer's documentation. In the event Buyer fails to obtain Seller's approval, this Agreement shall be terminated with the Buyer's Earnest Money being returned within five (5) business days.

**VI. Sale of Another Property.** Buyer's performance under this Agreement: (check one)

- **Shall not** be contingent upon selling another property.

- **Shall be** contingent upon selling another property with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ within \_\_\_\_\_ days from the Effective Date.

**VII. Closing Costs.** The costs attributed to the Closing of the Property shall be the responsibility of  Buyer  Seller  Both Parties. The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

**VIII. Funds at Closing.** Buyer and Seller agree that before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

**IX. Closing.** This transaction shall be closed on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_:\_\_\_\_  AM  PM or earlier at the office of a title company to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the



Buyer's Initials HW

Seller's Initials TSW

Property for the year in which the sale is closed shall be prorated as of the Closing. Taxes due for prior years shall be paid by Seller.

**X. Survey.** Buyer may obtain a survey of the Property before the Closing to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey ("Survey Problems"). The cost of the survey shall be paid by the Buyer. Not later than 4 business days prior to the Closing, Buyer shall notify Seller of any Survey Problems which shall be deemed to be a defect in the title to the Property. Seller shall be required to remedy such defects within 4 business days and prior to the Closing.

If Seller does not or cannot remedy any such defect(s), Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

**XI. Mineral Rights.** It is agreed and understood that all rights under the soil, including but not limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.

**XII. Title.** Seller shall convey title to the property by warranty deed or equivalent. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions, or other documents noted in a Title Search Report. Upon execution of this Agreement by the Parties, Seller will, at the shared expense of both Buyer and Seller, order a Title Search Report and have delivered to the Buyer.

Upon receipt of the Title Search Report, the Buyer shall have 4 business days to notify the Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object to the report shall constitute acceptance of the Title Search Report.

If any objections are made by Buyer regarding the Title Search Report, mortgage loan inspection, or other information that discloses a material defect, the Seller shall have 4 business days from the date the objections were received to correct said matters. If Seller does not remedy any defect discovered by the Title Search Report, Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

After Closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

**XIII. Property Condition.** Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. Buyer recognizes that the Seller, along with any licensed real estate agent(s) involved in this transaction, make no claims as to the validity of any property disclosure information. Buyer is required to perform their own inspections, tests, and investigations to verify any information provided by the Seller. Afterward, the Buyer shall submit copies of all tests and reports to the Seller at no cost.



Buyer's Initials WJW Seller's Initials [Signature]

Therefore, Buyer shall hold the right to hire licensed contractors, or other qualified professionals, to further inspect and investigate the Property until

NA, 20\_\_\_\_ at \_\_\_\_:\_\_\_\_  AM  PM.

After all inspections are completed, Buyer shall have until NA, 20\_\_\_\_ at \_\_\_\_:\_\_\_\_  AM  PM to present any new property disclosures to the Seller in writing. The Buyer and Seller shall have \_\_\_\_ business days to reach an agreement over any new property disclosures found by the Buyer. If the Parties cannot come to an agreement, this Agreement shall be terminated with the Earnest Money being returned to the Buyer.

If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller.

In the event improvements on the Property are destroyed, compromised, or materially damaged prior to Closing, the Agreement may be terminated at Buyer's option.

**XIV. Seller's Indemnification.** Except as otherwise stated in this Agreement, after recording, the Buyer shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Neither Seller nor their licensed real estate agent(s) or any other agent(s) of the Seller, shall be bound to any representation or warranty of any kind relating in any way to the Property or its condition, quality or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the Seller only, and which is based upon the best of the Seller's personal knowledge.

**XV. Appraisal.** Buyer's performance under this Agreement: (check one)

- **Shall not** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price.

- **Shall** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price. If the Property does not appraise to at least the amount of the Purchase Price, or if the appraisal discovers lender-required repairs, the Parties shall have \_\_\_\_ business days to re-negotiate this Agreement ("Negotiation Period"). In such event the Parties cannot come to an agreement during the Negotiation Period, this Agreement shall terminate with the Earnest Money being returned to the Buyer.

**XVI. Required Documents.** Prior to the Closing, the Parties agree to authorize all necessary documents, in good faith, in order to record the transaction under the conditions required by the recorder, title company, lender, or any other public or private entity.

**XVII. Termination.** In the event this Agreement is terminated, as provided in this Agreement, absent of default, any Earnest Money shall be returned to the Buyer, in-full,



Buyer's Initials

WJW Seller's Initials TLW

within 4 business days with all parties being relieved of their obligations as set forth herein.

**XVIII. Sex Offenders.** Section 2250 of Title 18, United States Code, makes it a federal offense for sex offenders required to register pursuant to the Sex Offender Registration and Notification Act (SORNA), to knowingly fail to register or update a registration as required. State convicted sex offenders may also be prosecuted under this statute if the sex offender knowingly fails to register or update a registration as required, and engages in interstate travel, foreign travel, or enters, leaves, or resides on an Indian reservation.

A sex offender who fails to properly register may face fines and up to ten (10) years in prison. Furthermore, if a sex offender knowingly fails to update or register as required and commits a violent federal crime, he or she may face up to thirty (30) years in prison under this statute. The Buyer may seek more information online by visiting <https://www.nsopw.gov/>.

**XIX. Time.** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

**XX. Buyer's Default.** Seller's remedies shall be limited to liquidated damages in the amount of the Earnest Money set forth in Section IV. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. The Parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.

**XXI. Seller's Default.** Buyer may elect to treat this Agreement as cancelled, in which case all Earnest Money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

**XXII. Earnest Money Dispute.** Notwithstanding any termination of this Agreement, the Parties agree that in the event of any controversy regarding the release of the Earnest Money that the matter shall be submitted to mediation as provided in Section XXIII.

**XXIII. Dispute Resolution.** Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

- a.) **Mediation.** If a dispute arises, between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually



Buyer's Initials MEV Seller's Initials TWS

shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.

- b.) **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with South Carolina law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.
- c.) **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with South Carolina law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

**XXIV. Governing Law.** This Agreement shall be interpreted in accordance with the laws in the State of South Carolina.

**XXV. Terms and Conditions of Offer.** This is an offer to purchase the Property in accordance with the above stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counter offer is required until an agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

**XXVI. Binding Effect.** This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

**XXVII. Severability.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

**XXVIII. Offer Expiration.** This offer to purchase the Property as outlined in this Agreement shall be deemed revoked and the Earnest Money shall be returned unless



Buyer's Initials

*[Handwritten initials]*

Seller's Initials

*[Handwritten initials]*

this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by 9 September 18, 2024 at 5:00  AM  PM.

**XXIX. Acceptance.** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accepts the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with licensed real estate agent(s). Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

**XXX. Licensed Real Estate Agent(s).** If Buyer or Seller have hired the services of licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

**XXXI. Disclosures.** It is acknowledged by the Parties that: (check one)

- There are no attached addendums or disclosures to this Agreement.
- The following addendums or disclosures are attached to this Agreement:

- Lead-Based Paint Disclosure Form

- addendum attached

- \_\_\_\_\_

- \_\_\_\_\_

**XXXII. Additional Terms and Conditions.** \_\_\_\_\_

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

**XXXIII. Entire Agreement.** This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or



Buyer's Initials WBJ Seller's Initials \_\_\_\_\_

promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

**XXXIV. Signature**

Date: 9/18/2024

Teresa L Waldrop  
Seller's Signature

for Logan and Evan  
Print Name  
Williams

Date: 9/18/2024

Seller's Signature

Teresa L Waldrop  
Print Name

Date: 9/18/2024

Wayne E. Wheeler  
Buyer's Signature

Wayne E. Wheeler  
Print Name

Date: \_\_\_\_\_

Buyer's Signature

Print Name

Date: 9/18/2024

witness Mark Kimbrough  
Agent's Signature

Print Name

Date: 9/18/2024

witness Mark Kimbrough  
Agent's Signature

Print Name



# addendum

1. Seller Wayne Wheeler is not liable for any damage or injury during removal process. Two month exit period.

2. Two ~~months~~ <sup>months</sup> after closing remove home or any existing items from property.

3. Seller will maintain home owners insurance during the two month exit period.

Dura L & Waldrop Seller

Wayne E. Wheeler

Buyer  
witness

# Quitclaim Deed

RECORDING REQUESTED BY \_\_\_\_\_

*Revocable Trust*

AND WHEN RECORDED MAIL TO:

*Logan and Evan Williams*, Grantee(s)

*348 Big Rock Lake Rd Pickens SC 29671*

Consideration: \$ *5.00*

Property Transfer Tax: \$ \_\_\_\_\_

Assessor's Parcel No.: *4164-00-50-6819*

PREPARED BY: *Teresa L S Waldrop* certifies herein that he or she has prepared this Deed.

*Teresa L S Waldrop*  
Signature of Preparer

*10/22/2021*  
Date of Preparation

*Teresa L S Waldrop*  
Printed Name of Preparer

THIS QUITCLAIM DEED, executed on *10/22/2021* in the County of

*Pickens*, State of *South Carolina*

by Grantor(s), *Teresa L S Waldrop*

whose post office address is *348 Big Rock Lake Rd Pickens SC 29671*

to Grantee(s), *Logan G Williams, Evan P. Williams*

whose post office address is *348 Big Rock Lake Rd Pickens SC 29671*

WITNESSETH, that the said Grantor(s), *Teresa L S*,

for good consideration and for the sum of *five dollars*

(\$ *5.00*) paid by the said Grantee(s), the receipt whereof is hereby acknowledged,

does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title

interest and claim which the said Grantor(s) have in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Pickens, State of South Carolina and more specifically described as set forth in EXHIBIT "A" to this Quitclaim Deed, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said Grantor(s) has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

GRANTOR(S):

Teresa L Waldrop  
Signature of Grantor

\_\_\_\_\_  
Signature of Second Grantor (if applicable)

Teresa L Waldrop  
Print Name of Grantor

\_\_\_\_\_  
Print Name of Second Grantor (if applicable)

Jamara L Wood  
Signature of First Witness to Grantor(s)

Debra M Harden  
Signature of Second Witness to Grantor(s)

Tamara G. Wood  
Print Name of First Witness to Grantor(s)

DEBRA M. HARDEN  
Print Name of Second Witness to Grantor(s)

GRANTEE(S):

Evan Williams  
Signature of Grantee

Evan Williams  
Signature of Second Grantee (if applicable)

Evan Williams  
Print Name of Grantee

Evan P. Williams  
Print Name of Second Grantee (if applicable)

Jamara L Wood  
Signature of First Witness to Grantee(s)

Jamara L Wood  
Signature of Second Witness to Grantee(s)

Tamara G. Wood  
Print Name of First Witness to Grantee(s)

Tamara G. Wood  
Print Name of Second Witness to Grantee(s)

NOTARY ACKNOWLEDGMENT

State of S.C  
County of Pickens  
On 10-22-21, before me, Tracy Batson, a notary public in and for said state, personally appeared, Teresa Waudrop

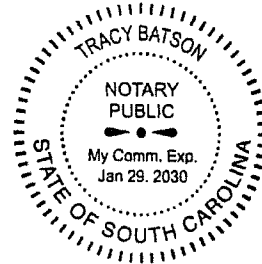
who are known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary

Affiant Known \_\_\_\_\_ Produced ID [initials]  
Type of ID South 00878323

(Seal)



My Commission Expires  
January 29, 2030

Inst # 201320883 DocType:DEED Page 1 of 3 BKD:1573 PG:131 12/20/2013 at 02:51:39 PM, Fee:\$10.00 Cnty:\$172.70 St:\$408.20 PAUL MCGUFFIN ROD PICKENS CO, SC - County Assesor & Auditor 222 McDaniel Ave., B8 & B7 Pickens, SC 29671

*exhibit A*

TITLE TO REAL ESTATE

Prepared by:  
Law Offices of Daniel E. Hunt, P.A.  
502 North A Street  
Post Office Box 887  
Easley, South Carolina 29641-0887  
(864)859-7127

STATE OF SOUTH CAROLINA ) Grantee Address: 548 Concord Church  
 ) Road,  
 ) Pickens, SC 29671  
COUNTY OF PICKENS )

KNOW ALL MEN BY THESE PRESENTS, that David S. Hosea (hereinafter Grantors), in consideration of One Hundred Fifty Seven Thousand and no (\$157,000.00) Dollars, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto:

Teresa L.S. Waldrop, her heirs and assigns forever, the following described property, to-wit:

ALL that certain piece, parcel or lot of land together with all improvements thereon lying and being situate in the State of South Carolina, County of Pickens, being known and designated as Lot No. Seventy-Five (75) on a plat of Big Rock Lake Development recorded in the Office of the Register of Deeds for Pickens County in Plat Book 1920 at Page 18A. This lot is subject to a right of way for a 25-foot road on each side of center, the center being the front lot line as shown on said plat.

This being the identical property conveyed unto David S. Hosea by deed of Sandra W. Buchanan and Marsha K. Moon dated August 15, 2012, and recorded August 23, 2012, in Book 1473, Page 248, records of the Register of Deeds for Pickens County, South Carolina.

AND ALSO: An Easement to construct and thereafter maintain a supply pipe from a well located on other property of the Grantor. Once the line is constructed, the Grantee herein, her heirs and assigns, shall have the joint use and benefit of the well and waters therefrom in perpetuity, together with Grantor, his heirs and assigns.

Instrument # 201320883 BKD: 1573 PG: 132

**ADDITIONALLY**, by acceptance of this deed herein Grantee grants to Grantor as an easement in gross, an easement personal to the Grantor for the right to park his recreational vehicle on the property of the Grantee.

TMS: 4164-00-50-6819

This conveyance is made subject to any and all existing rights-of-way for roads, utilities and other easements, zoning ordinances and restrictions of record, or from whatever any inspection of the premises might show.

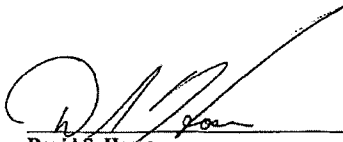
Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining.


**TO HAVE AND TO HOLD** all and singular the premises before mentioned unto the said, **Teresa L.S. Waldrop**, her heirs and assigns forever.

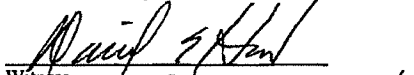
**AND I**, do hereby bind myself and my heirs and executors and administrators, to warrant and forever defend all and singular the said premises unto the said **Teresa L.S. Waldrop**, her heirs and assigns, against me and my heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

**WITNESS** the grantor's(s) hand(s) and seal(s) this 20 day of December, 2013, in the Year of our Lord Two Thousand and Thirteen, and in the Two Hundred and Thirty-seventh year of the Sovereignty and Independence of the United States of America.

SIGNED, sealed and delivered  
in the presence of

  
\_\_\_\_\_  
David S. Hosea

  
\_\_\_\_\_  
Witness  
Printed Name: Melissa C. Hayfl

  
\_\_\_\_\_  
Witness  
Printed Name: Danise E. Hunt

Instrument # 201320883 BKD: 1573 PG: 133

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF PICKENS )

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named grantor sign, seal and as the grantor's act and deed deliver the within written deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.

Melvin C. Hise  
Witness

SWORN to and subscribed before me  
this 20<sup>th</sup> day of December, 2013.

[Signature]  
Notary Public for South Carolina  
My commission expires 2-16-2016

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 )

13 -----  
 14 September 22, 2025  
 Greenville, South Carolina

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

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

23  
 24 Julie A. Cendroski,  
 Master in Equity Court Reporter  
 25 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*

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