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**May 04 2026**

**SC Court of Appeals**

**EXHIBIT "A"  
COURT ROSTER-  
SHOWING DATE AND TIME OF SALE  
AND  
GREENVILLE JOURNAL PRINT OUT  
SHOWING DATE OF SALE**



## Greenville County 13th Judicial Circuit Court Rosters



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Court Agency	23003	Judge	Simmons	Roster Description	May 4, 2026 Equity Sale
Roster Type	Master Sales	Roster Begin Date	05/04/2026	Roster End Date	05/04/2026
Roster Id	2150	Roster Begin Time	11:00 AM		

#	Scheduled Date	Start Time	Duration Hrs:mins	Description	Filing Party	Filed Date	Case / Case Caption	Sub Type	Tax Map	Plaintiff Attorney	Defendant Attorney	Notes
1	05/04/2026	11:00 AM		Master/Sale May 2026 Sale	Wells Fargo Bank NA-PLT	04/20/2026	Wells Fargo Bank NA vs. Reiner W Dangel, defendant, et al	Foreclosure 420	063115-01-06300	Michael Allen Nourie (217) 274-0720	George John Conits (864) 282-2100 Alan Lance Crick (864) 282-2100 Henry Guyton Murrell (803) 896-4144	
2	05/04/2026	11:00 AM		Master/Sale before Master / May Sale / Deficiency Waived	Wells Fargo Bank NA-PLT	03/23/2026	Wells Fargo Bank NA vs. Michelle Hodges, defendant, et al	Foreclosure 420				
3	05/04/2026	11:00 AM		Master/Sale before Master/May /Deficiency Waived	US Bank National Association-PLT	04/17/2026	US Bank National Association, plaintiff, et al vs. Walter T German, defendant, et al	Foreclosure 420	0648030104200	Brook Dangerfield (803) 454-3540 x1716 Gregory Thomas Whitley (803) 626-1809	Tom H. Eller III (803) 896-9902	
4	05/04/2026	11:00 AM		Master/Sale before Master / May Sale / Deficiency Demanded	Pythius Investments-PLT	03/23/2026	Pythius Investments vs. AllBetterHomes LLC, defendant, et al	Foreclosure 420	0646.0501008.00	John Sanford Kay (803) 726-2700 x2705 Sarah Oliver Leonard (803) 726-2700 x2741 Ashley Zarrett Stanley (803) 726-2700	Jason James Andrighetti (864) 370-8222	Sale # 1 161 Catnip Trail, Landrum  Plaintiff's Bid: \$640,472.64  WITHDRAWN / SALE
5	05/04/2026	11:00 AM		Master/Sale before Master/May Sale	Wells Fargo Bank NA-PLT	04/20/2026	Wells Fargo Bank NA vs. Steven Petrone, defendant, et al	Foreclosure 420	0455.00-01-025.02	Kevin Ted Brown (803) 454-3540 Chad Wilson Burgess (803) 454-3540 Brook Dangerfield (803) 454-3540 Mary Winter Clark Dawson (803) 454-3540 Gregory Thomas Whitley (877) 999-7062 x73002	Kelley Yarborough Woody (803) 787-9678	
6	05/04/2026	11:00 AM		Master/Sale before Master May 2026 Sale	Reliant Income Fund Llc-PLT	04/20/2026	Reliant Income Fund Llc vs. Debra C Sims	Foreclosure 420	0530040101802	Lucas S. Fautua (843) 714-2533 Stephanie M Huggins (803) 753-2141 x2141		
7	05/04/2026	11:00 AM		Master/Sale before Master / May Sale / Deficiency Waived	Truist Bank-PLT	03/23/2026	Truist Bank vs. Maxel D Thomason, defendant, et al	Foreclosure 420	0263.02-01-051.00	Sarah Oliver Leonard (803) 726-2700 x2741 Gregory Thomas Whitley (803) 726-2700	Dean Anthony Hayes (803) 724-5000	
8	05/04/2026	11:00 AM		Master/Sale before Master / May Sale / Deficiency Waived	MCLP Asset Company Inc-PLT	03/23/2026	MCLP Asset Company Inc vs. Michael Gambrell, defendant, et al	Foreclosure 420		Angelia Jacqueline Grant (803) 252-3340 Allison Earlin Heffernan (803) 252-3340 x102 James Derrick Jackson (803) 708-4200 Henry Guyton Murrell (803) 252-3340 x146	Michael Stephen Gambrell (864) 867-1415	
9	05/04/2026	11:00 AM		Master/Sale before Master / May Sale / Deficiency Waived	Nationstar Mortgage Llc-PLT	03/19/2026	Nationstar Mortgage Llc vs. Edward E Betterly Jr, defendant, et al	Foreclosure 420	0601.02-01-113.00	Angelia Jacqueline Grant (803) 252-3340 Allison Earlin Heffernan (803) 252-3340 x102		
10	05/04/2026	11:00 AM		Master/Sale before Master/May 2026	US Bank National Association-PLT	03/13/2026	US Bank National Association, plaintiff, et al vs. VSWC Llc, defendant, et al	Foreclosure 420	0094000301000	J. Pamela Price (803) 530-7188 Don Maxwell Sims (470) 847-8309 Taylor Nicole Way (203) 804-6506	Jason James Andrighetti (864) 370-8222 Aimee Victoria-Ann Leary (864) 751-7624 Michael Kevin McCarrell (864) 751-7652	
11	05/04/2026	11:00 AM		Master/Sale before Master May/Deficiency Demanded	Chatham Bend Holdings Llc-PLT	04/17/2026	Chatham Bend Holdings Llc vs. Michael Amos, defendant, et al	Foreclosure 420	0559190103100	Lawrence Michael Hershon (843) 829-2022 Joshua Jennings Hudson (864) 908-3914	John Hampton Scully (864) 236-5013 Robert Hudson Smith (864) 236-5013	
12	05/04/2026	11:00 AM		Master/Sale before Master / May Sale / Deficiency Waived	US Bank National Association-PLT	03/03/2026	US Bank National Association, plaintiff, et al vs. Alan L Parra, defendant, et al	Foreclosure 420		B. Lindsay Crawford III (803) 790-2626 Jason Mark Hunter (803) 790-2626	Stephanie Elaine Mawby (864) 236-5013 Cheree Renee Parra (803) 787-9678	

## Sale List for 05/04/2026

Withdrawn	Def. waived after approved	Def. waived in order	Def. demanded in order	Sale #	Case #	Address	Att.	Law Firm	Plaintiff	Defendant	Comments
	✓	✓		1	2017-CP-23-04577	300 SEAVER COURT GREER, SC 29651	Michael Nourie	Robertson, Anschutz, Schneid, Crane & Partners, PLLC	WELLS FARGO BANK, N.A.	REINER W. DANIGEL	
	✓	✓		2	2017-CP-23-08016	6 Young Harris Dr. SIMPSONVILLE, SC 29681	Michael Nourie	Robertson, Anschutz, Schneid, Crane & Partners, PLLC	WELLS FARGO BANK, N.A.	Michelle Hodges, Individually	
		✓		3	2022-CP-23-00650	310 Langley Road Travelers Rest, SC 29690	Kevin T. Brown	Brock & Scott, PLLC	U.S. Bank Trust Company, National Association, as Trustee, as successor-in-interest to U.S. Bank National Association, as Trustee for EMC Mortgage Loan Trust 2005-A, Mortgage Pass-Through Certificates, Series 2005-A	Walter T. German a/k/a Walter Theodore German	
			✓	4	2022-CP-23-00802	161 Catnip Trail Landrum, SC 29356	John	Kay	Pythius Investments	Charles E Coleman	

**EXHIBIT "B"**  
**REDFIN ESTIMATED VALUE**  
**OF SUBJECT PROPERTY**  
**AND 2 CLOSED SALES TO SUPPORT VALUE**

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OFF MARKET

**\$334,088** Est. refi payment \$0/mo—[Refinance my loan](#)

**3 bd • 2 ba • 2,033 sq ft**

6 Young Harris Dr, Simpsonville, SC 29681



Estimated sale price

**\$318,000 – \$385,000**

Reach more buyers when you sell with Redfin. Plus, you'll save **\$3,341** in fees.

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Need the cash from your home fast? Sell to **Opendoor**.

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**Claim home**

Claim home to manage this property



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### About this home

6 Young Harris Dr is a 2,033 square foot house on a 8,973 square foot lot with 3 bedrooms and 2 bathrooms. Based on Redfin's Simpsonville data, we estimate the home's value is \$334,088.

**Single-family**  
Property Type

**2012**  
Year Built

**8,973 sq ft**  
Lot Size

**\$164**  
Est. Price/Sq.Ft.

Source: Public Records

### Redfin Estimate

**\$334,088**

▼ **\$10K** since December

Recently sold homes

Estimate history

Homes for sale



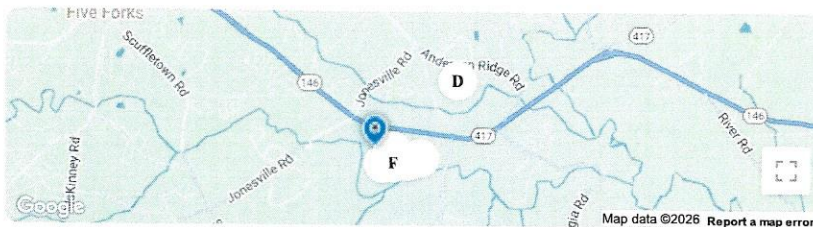
**\$340,000** **A**  
3 beds 2.5 baths 1,952 sq ft  
107 Young Harris Dr,...



**\$383,000** **B**  
3 beds 2 baths 2,155 sq ft  
3 Leeds Ct, Simpsonville, SC...



**\$398,000** **C**  
4 beds 2.5 baths 2,384 sq ft  
59 Young Harris Dr,...



Claim this home to receive a free report every month with insights on the changing estimate.

**I own 6 Young Harris Dr**



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Sell ▾

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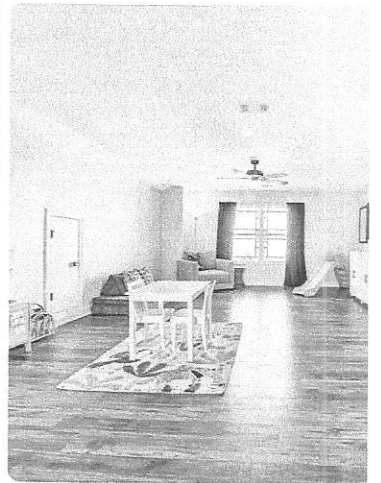
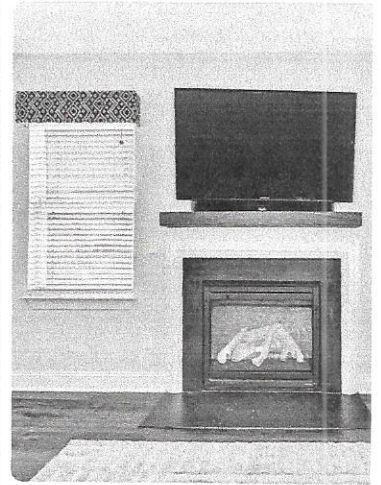
SOLD JUN 23, 2025



Street View



Redesign

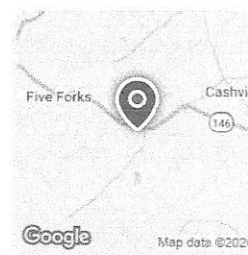


OFF MARKET— SOLD JUN 2025 FOR \$383,000

**\$392,681**

**3 bd • 2 ba • 2,155 sq ft**

3 Leeds Ct, Simpsonville, SC 29681



**Claim home**  
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**Rates have dropped**


Lower mortgage rates could mean more buyers and higher sale prices.

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## About this home


Remarks: Welcome to this beautifully maintained 3-bedroom, 2-bath home located in the highly sought-after Five Forks area of Simpsonville. This residence offers the perfect blend of comfort, style, and functionality. Step inside to find gleaming hardwood floors flowing throughout the main living areas, adding warmth and elegance to every room. The newly renovated kitchen is a chef's dream, featuring high-end finishes, ample counter space, and modern appliances—ideal

Show more ▾

 **Single-family**  
Property Type

 **8,276 sq ft**  
Lot Size

 **\$182**  
Est. Price/Sq.Ft.

 **2 car garage**  
Parking

Listed by Patti Tuffin • Keller Williams Grv Upst  
Bought with Vivian Haney • Wilson Associates

Redfin checked: 4 minutes ago • Source: Greater Greenville MLS #1555905



City...



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Rent ▾

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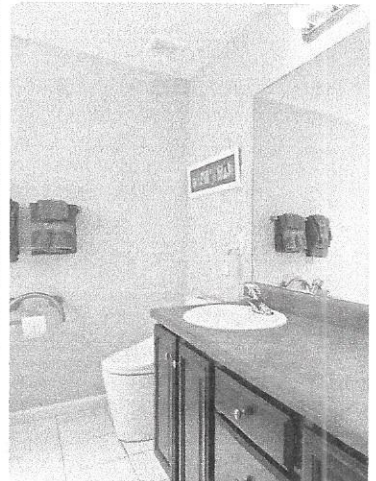
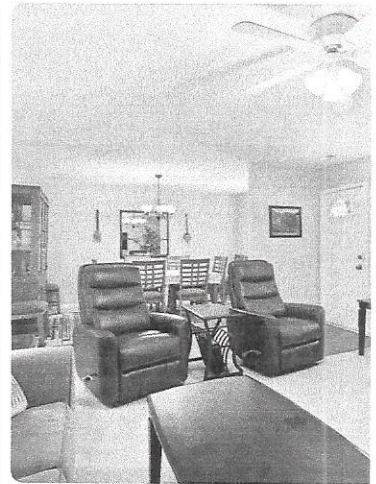
SOLD JAN 9, 2026



Floor Plans

Street View

Redesign



SOLD ON JAN 9, 2026

**\$330,000** Est. refi payment \$2,414/mo—See my rate ⓘ**3 bd • 2 ba • 1,874 sq ft**

233 Sleepy River Rd, Simpsonville, SC 29681

**Is this your home?**

Track this home's value and nearby sales activity

**I own 233 Sleepy River Rd**

## About this home

Remarks: Nestled in the highly sought-after Five Forks area, this charming 3-bedroom, 2-bathroom single-story home offers the perfect blend of comfort and convenience. Step inside to find an updated kitchen with modern finishes, ideal for everyday living and entertaining. The spacious primary suite provides a true retreat with room to unwind at the end of the day. Outside, you'll discover an incredible backyard paradise—perfect for gatherings, gardening, or

Show more ▾


 **Single-family**  
Property Type

 **2008**  
Year Built

 **7,840 sq ft**  
Lot Size

 **\$176**  
Price/Sq.Ft.

 **\$14/mo**  
HOA Dues

 **2 car garage**  
Parking

Listed by Robby Brady • Howard Hanna Allen Tate - WestEnd

Listed by Erica Simonavice • Howard Hanna Allen Tate - WestEnd

Bought with Mary Brockman Finney • Howard Hanna Allen Tate - WestEnd

Redfin checked: 2 minutes ago • Source: Greater Greenville MLS #1569285

## Redfin Estimate

**EXHIBIT "C"**  
**CERTIFIED COPY**  
**ORDER OF FORECLOSURE AND SALE**

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
COUNTY OF GREENVILLE ) Case No. 2017-CP-23-08016

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

v. )

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

**ORDER OF JUDGMENT  
OF FORECLOSURE AND SALE  
No Deficiency Demanded**

Pursuant to Rules 53 and 71 of the South Carolina Rules of Civil Procedure, the above-entitled action was referred to the undersigned by virtue of that certain order entered on August 7, 2019 on file herein for the purpose of conducting a hearing on the same, taking testimony, determining all issues of fact and law, and entering a final judgment thereon.

**Background**

This mortgage foreclosure was filed on December 22, 2017. Defendant Michelle Hodges<sup>1</sup> (“Ms. Hodges”) filed a timely Answer and vigorously contested the foreclosure action and asserted numerous counterclaims against Wells Fargo. On August 7, 2019, Judge Gravely entered an order granting Wells Fargo’s Motion for Summary Judgment and Motion to Strike Ms. Hodges’ Jury Trial Demand (the “Order”). The Order granted summary judgment in favor of Wells Fargo and dismissed Ms. Hodges’ counterclaims and numerous affirmative defenses. Thereafter, Ms. Hodges appealed the Order to the South Carolina Court of Appeals. The South Carolina Court of Appeals

<sup>1</sup> Ms. Hodges did not sign the note and mortgage herein and no relief is being sought against her or the Estate of Ruth Ladson Witherspoon.

affirmed the Order by unpublished decision entered on August 17, 2022. Ms. Hodges then petitioned for certiorari to the South Carolina Supreme Court, which was denied on March 5, 2024. The Remittitur was issued on March 15, 2024. After the Remittitur, Wells Fargo filed a motion for a status conference, which Ms. Hodges did not attend. Instead of attending the status conference, Ms. Hodges filed a motion to amend her pleadings, which this Court denied. Thereafter, this matter was scheduled for a final hearing on the merits for November 21, 2024 (the “Hearing”).<sup>2</sup>

### **The Hearing**

Jason D. Wyman, Esq. appeared at the Hearing on behalf of Wells Fargo Bank, N.A. (“Wells Fargo”). Ms. Hodges appeared *pro se*. This Court received testimony from Philip Cargioli, a representative from Wells Fargo, and Ms. Hodges. At the Hearing, Ms. Hodges challenged Mr. Cargioli’s ability to testify about the loan due to his alleged lack of personal knowledge. The Court overruled her objection based on the proper foundation laid by Wells Fargo’s counsel concerning Mr. Cargioli’s qualifications. *Deep Keel, LLC v. Atl. Priv. Equity Grp., LLC*, 413 S.C. 58, 773 S.E.2d 607 (Ct. App. 2015).

From the records and from the testimony and evidence introduced at the Hearing, the Court hereby makes the following findings of fact and conclusions of law.

### **Findings of Fact**

1. The Lis Pendens was filed on December 22, 2017.
2. The Summons and Complaint were filed on December 22, 2017.
3. All parties were properly served with the Complaint as evidenced by the filed affidavits of service.

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<sup>2</sup> On the day of the hearing, November 21, 2024, Ms. Hodges filed another round of motions. All are denied for reasons set forth herein and because the substance of her motions have previously been denied.

4. The following parties failed to respond to the Complaint after being properly served and are in default: Stanley Witherspoon and Twin Creeks Homeowners' Association.

5. According to the pleadings filed herein, no party in default is actively in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act, U.S.C.A., Title 50, App. § 501, et seq., and any amendments thereto.

6. This Court has jurisdiction over all parties and the Subject Property.

7. All parties and/or attorneys of record were properly notified of the date, time, and place of the hearing in this matter as seen by the Notice of Hearing on file with the Court.

8. With the formal discontinuance of the Home Affordable Modification Program (HAMP) on December 31, 2016, South Carolina Administrative Order 2009-05-22-01 has expired by operation of law and is no longer applicable.

9. Based on the evidence presented at the Hearing, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court. Further, Ms. Hodges abandoned any claims related to compliance with the Administrative Order 2011-05-02-01 at the Hearing.

10. Ruth Witherspoon made, executed, and delivered to NVR Mortgage Finance, Inc. Lic. 1127 ("Lender") a certain Fixed Rate Note ("Note") dated March 28, 2012, in writing (hereinafter, "Note"), wherein and whereby Ruth Witherspoon promised to repay to Lender and its successors and assigns, the sum of \$158,414.00, together with interest at the initial rate of 3.750% per annum on the unpaid balance; said principal and interest being payable upon the occurrence of default as defined by the Note or maturity. Wells Fargo presented the Original Note at the Hearing, and this Court heard testimony concerning the endorsements on the Note.

The Court finds the Note is endorsed in blank and Wells Fargo is in possession of the Original Note. A copy of the Note was admitted into evidence at the Hearing without objection.

11. In order to secure the payment of said Note, Ruth Witherspoon made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. as mortgagee, as nominee for NVR Mortgage Finance, Inc. Lic. 1127, its successors and assigns, a certain mortgage dated March 28, 2012 (hereinafter, "Mortgage"). The Mortgage was signed, properly witnessed, and probated March 28, 2012. The Mortgage was recorded on March 29, 2012 in Book 5155 at Page 5354, in the Greenville County Register of Deeds. A copy of the Mortgage was admitted into evidence at the Hearing without objection.

12. The Mortgage encumbers property located in Greenville County, South Carolina, and described more fully therein as follows (the "Subject Property"):

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, BEING SHOWN AND DESIGNATED AS LOT 83 OF TWIN CREEKS, PHASE II, SHEET 1 OF 2, ON PLAT THEREOF, PREPARED BY LANDMARK SURVEYING, INC. DATED FEBRUARY 12, 2007 AND RECORDED MARCH 22, 2007 IN THE REGISTER OF DEEDS OFFICE FOR GREENVILLE COUNTY, SC IN PLAT BOOK 1034, PAGE 19, AND MORE RECENTLY SHOWN ON PLAT PREPARED BY LANDMARK SURVEYING, INC., ENTITLED "CLOSING SURVEY FOR RUTH WITHERSPOON" DATED MARCH 14, 2012 AND RECORDED HERewith IN THE REGISTER OF DEEDS OFFICE FOR GREENVILLE COUNTY, SC IN PLAT BOOK 1135 AT PAGE 12. REFERENCE TO SAID LATTER PLAT IS HEREBY MADE FOR A MORE COMPLETE METES AND BOUNDS DESCRIPTION THEREOF.

THIS BEING THE SAME PROPERTY CONVEYED TO RUTH WITHERSPOON BY DEED FROM NVR, INC., DATED MARCH 28, 2012, RECORDED MARCH 29, 2012, BOOK 2403, PAGE 2222, IN THE REGISTER OF DEEDS OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA.

TMS No.: 0550.24-01-169.00

Property Address: 6 Young Harris Dr.  
Simpsonville, SC 29681

13. The Subject Property was originally conveyed to “Ruth Witherspoon, her successors and assigns.” At the Hearing, Ms. Hodges argued the Subject Property was held in a joint tenancy with the right of survivorship. This Court rejects this argument following a review of the Special Warranty Deed dated March 28, 2012 and recorded on March 29, 2012 in Book 2403 at Page 2222, in the Greenville County Register of Deeds. Despite her contention, no joint tenancy was created in the Deed.

14. Plaintiff is the holder of the Note and assignee of the Mortgage and has standing to proceed.

15. This Mortgage constitutes a purchase money first lien on the Subject Property.

16. At the Hearing, Ms. Hodges argued the Mortgage no longer constituted a valid lien on the Subject Property after Ms. Witherspoon passed away and relied on a case from Illinois to support her argument. This Court finds, while not fully understanding the argument of Ms. Hodges, this is not the law in South Carolina, and that the Mortgage survived Ms. Witherspoon’s death.

17. Thereafter, the Mortgage was assigned to Wells Fargo Bank, N.A. by assignment recorded January 20, 2017 in Book 5375 at Page 4081 in the Greenville County Register of Deeds. A copy of the Assignment of Mortgage was admitted into evidence at the Hearing without objection.

18. Subsequently, Ruth Witherspoon died intestate on July 5, 2015, leaving the Subject Property to her heirs or devisees, namely, Ms. Hodges and Stanley Witherspoon, as is more fully preserved in the Probate Records for Greenville County in Case No. 2015-ES-23-01615.

19. The titleholders of record of the Subject Property as of the filing of the Lis Pendens in this action were Michelle Hodges and Stanley Witherspoon by virtue of that certain Deed of Distribution dated December 6, 2016, and recorded December 6, 2016 in Book 2501 at Page 5396 in the Greenville County Register of Deeds. Mr. Witherspoon has not appeared in this lawsuit.

20. The obligations under the terms and conditions of the Note are in default for, among other reasons, failing to make payments as and when due. Based on the testimony at the Hearing, the Note is due for the May 1, 2017 contractual installment.

21. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.

22. Any notice required by the terms of the Note and Mortgage has been given to the applicable Defendants prior to the commencement of this action. A copy of the Demand Letter was admitted into evidence without objection.

23. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$2,750.00 is a reasonable amount for Plaintiff's attorney fees and costs for services associated with filing this foreclosure action and are recoverable under the terms of the Note and Mortgage. Performance of additional services may result in a determination by this Court that additional reasonable attorney's fees are due.

24. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collecting, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due:	\$142,695.08
Accrued interest through November 21, 2024 at 3.75% per annum (\$14.66 per diem):	\$40,871.92
Escrow Advances	\$ 27,287.80
Corporate Advances (Paid Attorney's Fees and Costs):	\$ 2,750.00
Late Charges:	\$ 51.20
<b>TOTAL DEBT</b>	<b>\$213,656.01</b>

A copy of the Payment History and Judgment Figures were entered into evidence without objection.

25. Total debt secured by Note and Mortgage, is \$213,656.01. Interest shall be added to the total debt at the rate stated above until the date a judicial sale is conducted herein. Additional interest accrual after the date of such judicial sale will be governed by terms set forth herein below.

26. The following parties named below claim or may claim a subordinate lien or junior interest upon or interest in the Subject Property. Such interest or liens are junior and subsequent to the lien of Plaintiff's Mortgage. Said liens or interests are of record and are described as follows:

A. The Defendant, Michelle Hodges, Individually, and as Personal Representative of the Estate of Ruth Witherspoon claims to have some interest in the Subject Property. Any interest that this Defendant has in the Property would be "subject to" Plaintiff's Mortgage and this interest would be eliminated through a properly completed foreclosure sale.

B. The Defendant, Stanley Witherspoon has or may claim to have some interest in the Subject Property. Any interest that this Defendant has in the Subject Property would be "subject to" Plaintiff's Mortgage and this interest would be eliminated through a properly completed foreclosure sale.

C. The Defendant, SC Housing Corp. has or may claim to have some interest in the Property by virtue of a mortgage given by Ruth Witherspoon in the amount of \$36,000.00, dated September 24, 2014, and recorded November 6, 2014 in Book MO 5274 at Page 1624 in the Office of the Greenville County Register of Deeds. Any interest that this Defendant has in the Property is junior in priority to Plaintiff's Mortgage and this interest would be eliminated through a properly completed foreclosure sale.

D. The Defendant, Twin Creek Homeowner's Association, Inc.. has or may claim to have some interest in the Subject Property. Any interest that this Defendant has in the Property would be "subject to" Plaintiff's Mortgage and this interest would be eliminated through a properly completed foreclosure sale.

27. In the event there is a surplus from the sale of the subject property, the validity, priority and amount of such interests or claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC.

### **Conclusions of Law**

Based upon the pleadings and other documents filed and/or introduced as evidence in this

matter, this Court makes the following conclusions of law:

1. All parties were properly served in this action.
2. Plaintiff's Mortgage constitutes a purchase money first lien upon the Subject Property.
3. Plaintiff is entitled to have an Order entered foreclosing the Note and Mortgage and selling the Subject Property located at 6 Young Harris Drive, Simpsonville, SC 29681, and more specifically described in Paragraph 12 of the Findings of Fact, *supra*, and the Subject Property should be sold at public auction after due advertisement according to the law and practice of the Court. *U.S. Bank Tr. Nat. Ass'n v. Bell*, 385 S.C. 364, 374–75, 684 S.E.2d 199, 205 (Ct. App. 2009) (“Generally, the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt. Once the debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment, or accord and satisfaction.”)

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. Pursuant to Rule 53(e) of the South Carolina Rules of Civil Procedure, this Order of Judgment of Foreclosure and Sale shall constitute a final judgment.
2. Plaintiff is entitled to a judgment of foreclosure on the Subject Property under terms and provisions of the Note and Mortgage described above.
3. There is due on the Note and Mortgage the sum of \$213,656.01 as set out in the Findings of Fact, *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof. Interest shall continue to accrue on the outstanding principal balance due under the Note at the Note rate through the date of entry of

judgment. The Total Debt plus accruing interest, the costs of advertising, additional court costs incurred by Plaintiff, and additional property protection, shall comprise the judgment debt entered pursuant to this Order of Judgment of Foreclosure and Sale. Interest after the date of entry of judgment shall continue on such judgment debt at the statutory rate.

4. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Subject Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt to include continuing accruing interest as aforesaid, together with the costs and disbursements of this action.

5. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master In Equity at public auction, at the Greenville County Courthouse, on some convenient sales day hereafter, on the following terms, that is to say:

a. FOR CASH: The undersigned Master In Equity 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 first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff.

b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 3.75% per annum.

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.

**EXHIBIT "F"**  
**WELLS FARGO'S DEFAULT LETTER**  
**RE: ACCELERATON**



Wells Fargo Home Mortgage  
 PO Box 9065  
 Temecula, CA 92589-9065

Return Address only  
 Do not send payments to this address

February 16, 2017

ESTATE OF RUTH WITHERSPOON  
 6 YOUNG HARRIS DR  
 SIMPSONVILLE, SC 29681-8116

Dear ESTATE OF RUTH WITHERSPOON:

Subject: Loan number [REDACTED]

Our records indicate that your loan is in default for failure to make payments due. Unless the payments on your loan can be brought current by March 23, 2017, it will become necessary to require immediate payment in full (also called acceleration) of your Mortgage Note and pursue the remedies provided for in your Mortgage or Deed of Trust, which include foreclosure.

To cure the default you must pay the total delinquency against your account, which as of today's date is:

Past Due Payments	\$2,115.80
Late Charge Balance	\$0.00
Other Fees	\$0.00
Unapplied Funds	-\$0.00
<b>Total Delinquency as of February 16, 2017</b>	<b>\$2,115.80</b>

To avoid the possibility of acceleration, you must pay this amount on or before March 23, 2017, to **Wells Fargo Home Mortgage, 3440 Flair Drive, El Monte, CA 91731**. For the loan to be current and not in default, any additional monthly payments, late charges and other charges that may be due under the note, mortgage and applicable law after the date of this notice must also be paid.

If funds are not received by the above referenced date, we will proceed with acceleration. Once acceleration has occurred, we may take steps to terminate your ownership in the property by a foreclosure proceeding, which could result in Lender or another person acquiring ownership of the property. If foreclosure is initiated, you have the right to assert in the foreclosure proceeding, or to bring a court action to assert, the non-existence of a default, to argue that you did keep your promises and agreements under the Mortgage Note and Mortgage, and to present any other defenses that you may have.

You have the right to reinstate your Mortgage Note and Mortgage or Deed of Trust after acceleration, and to have enforcement of the Mortgage discontinued and to have the Mortgage Note and Mortgage remain fully effective as if acceleration had never been required. However, any future negotiations attempting to reinstate your loan or any payment of less than the full amount due shall not require Wells Fargo Bank, N.A.'s waiver of the acceleration unless otherwise agreed to, in writing, by Wells Fargo Bank, N.A..

We are required by federal law to notify you of the availability of government approved home ownership counseling agencies designed to help homeowners avoid losing their home. To obtain a list of approved counseling agencies for your state please call 1-800-569-4287. We urge you to give this matter your immediate attention.

If you would like to discuss the present condition of your loan, or if we can be of further assistance, please call one of our Loan Service Representatives at 1-800-416-1472, Monday through Thursday from 7:00 am - 9:00 pm, Friday from 7:00 am - 8:00 pm, Saturday from 8:00 am - 4:00 pm Central Time.

Sincerely,

Default Management Department  
 Wells Fargo Home Mortgage



Where appropriate, Wells Fargo Home Mortgage is required to inform you that, as your account servicer, we are attempting to collect a debt, and any information obtained will be used for that purpose. However, if you are a customer involved in an active bankruptcy case or you received a discharge in a bankruptcy case where the account was not otherwise reaffirmed or excepted from discharge, then this notice is being provided to you for informational purposes only, and this is not a bill or a request for payment as to any such customer(s).

**EXHIBIT "G"**  
**PROMISSORY NOTE**

NOTE

Witherspoon

Multistate

FHA Case No.

March 28, 2012

[Date]

6 Young Harris Dr  
Simpsonville, SC 29681

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means NVR Mortgage Finance, Inc. Lic. 1127

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **One Hundred Fifty Eight Thousand Four Hundred Fourteen And Zero/100** Dollars (U.S. \$158,414.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Three and three quarters**

percent ( 3.750 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **May 01, 2012**. Any principal and interest remaining on the first day of **April, 2042**, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at **121 Hillpointe Drive, Suite 100, Canonsburg, PA 15317** or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ **733.64**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge  Growing Equity Allonge  Other [specify]

## 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

## 6. BORROWER'S FAILURE TO PAY

### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of ~~Four~~

percent ( 4.000 %) of the overdue amount of each payment.

### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

## 7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

## 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

## 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Ruth Witherspoon (Seal)  
Ruth Witherspoon -Borrower

\_\_\_\_\_(Seal)  
\_\_\_\_\_-Borrower

\_\_\_\_\_(Seal)  
\_\_\_\_\_-Borrower

\_\_\_\_\_(Seal)  
\_\_\_\_\_-Borrower

[Sign Original Only]

Refer to the attached *Signature Addendum* for additional parties and signatures.

WITHOUT RECOURSE  
Pay to the order of  
Wells Fargo Bank, N.A.  
NVR Mortgage Finance, Inc.

Carol Rhodes  
By **Carol Rhodes** Asst. Secretary

016 PAY TO THE ORDER OF

\_\_\_\_\_  
WITHOUT RECOURSE

By Lori K. Venegonia  
Lori K. Venegonia  
Vice President Loan Documentation  
Wells Fargo Bank, N.A.

**EXHIBIT "H"**  
**MORTGAGE**

PAGE 5 only ~~MB~~ MB

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**EXHIBIT "I"**  
**SPECIAL WARRANTY DEED**



WITNESS the grantor's hand and seal this 28<sup>th</sup> day of March, 20 12.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Sheela Ireland

Brenda K. Miller

*NVR, INC, A Virginia Corporation*

BY: [Signature] (SEAL)  
Its: ASSISTANT SECRETARY

\*\*\*\*\*

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor, by its member, sign, seal and as its act and deed deliver the within written Deed and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Sheela Ireland

SWORN to before me this  
28<sup>th</sup> day of March, 2012.

Brenda K. Miller (SEAL)

Notary Public for S.C.

My Commission Expires: 04-27-2017

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD  
2012025002 Book: DE 2403 Page: 2222-2223  
March 29, 2012 03:16:30 PM

Timothy J. Hanney

**EXHIBIT "J"**  
**APPELLANT'S AFFIDAVIT**

## AFFIDAVIT OF MICHELLE HODGES

I, Michelle Hodges, being duly sworn, state the following:

- A. The loan in question was executed by my Mother, Mrs. Ruth Ladson Witherspoon on March 28, 2012, in favor of NVR Finance, Inc. My Mother passed away on July 5, 2015.
- B. I am the Appellant in the above-captioned matter and the owner and occupant of the subject property located at 6 Young Harris Dr., Simpsonville, SC 29681, for more than 14 years. A sale has been scheduled for May 4, 2026. After more than 14 years a sale has been scheduled for this Monday May 4, 2026. If the sale is allowed to proceed, I would be displaced from neighborhood, lose my possessor rights and ownership interest as a surviving joint tenant.
- C. My monthly income is \$2,100.00. I voluntarily dismissed by Chapter 13 Bankruptcy to seek a fresh start program with the IRS for a debt that exceeds \$18,000.00, which could not have been discharged within a Chapter 13 Bankruptcy. The Bankruptcy Court issued a dismissal on August 29, 2025.

The Circuit Court issued a final order of foreclosure and sale on December 12, 2024, authorizing Wells Fargo to proceed, which is already part of the appellate record, and denied my emergency stay request on September 15, 2025 (Exhibit C).

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief

## DISPUTED FACTS

### 1. Standing -

Wells Fargo asserts that it is entitled to enforce the note. Wells Fargo had a witness testify that it was in possession of the original note endorsed in blank, at the final hearing. However, the endorsements are undated and cannot serve as proof as to when Wells Fargo came into possession of the note.

2. Wells Fargo asserts that provided acceleration notice before the action began. However, the default letter dated February 16, 2017 cannot serve a notice of acceleration for a May 1 default.

Additionally Wells Fargo accepted payments which made up the default described in its letter dated February 16, 2017 letter. Finally, the default letter does not mention setting up a face to face meeting or mention an attempt of setting up at face to fact meeting as required by HUD regulations that is incorporated in both the Note paragraph 6B and the Mortgage 9d.

3. Wells Fargo stated in the complaint that the subect property was conveyed to Ruth Witherspoon via the Deed that recorded on March 29, 2012, Book DE 2403 at Page 2222 and this is the same Special Warranty Deed that I am claiming that the subject was granted Ruth Witherspoon and the habendum clause stated that the subject property was granted in joint tenancy and not as tenants in common. When granting clause is silent at to the type of estate that is conveyed the habendum clause is controlling or can be used to determine he grantor's intent.

Respectfully submitted

*Michelle Hodges*

April 30, 2026

Michelle Hodges, Pro Se Petitioner

[michellehodges938@gmail.com](mailto:michellehodges938@gmail.com)

6 Young Harris Dr.

Simpsonville, SC 29681

864-692-3748

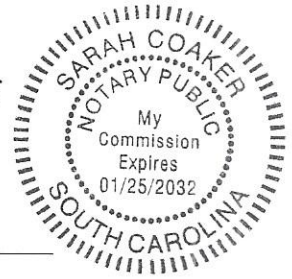
Sworn/affirmed before me this 30th day of

April, 2026.

*[Signature]*

(Notary Public)

my commission expires: 01/25/2032



3 of 3  
30F3

**EXHIBIT "K"**  
**TRANSCRIPT EXCERPT**  
**REGARDING HABENDUM CLAUSE**

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

3 MS. HODGES: Her heirs and assigns.

4 THE COURT: Yes, ma'am.

5 MS. HODGES: That means that ---

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

7 MS. HODGES: Uh-huh.

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

9 MS. HODGES: And, oh --

10 THE COURT: -- folks in Columbia.

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

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

16 MS. HODGES: Okay.

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

18 MS. HODGES: Okay.

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

20 MS. HODGES: On Item Number 19 --

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

22 BY MS. HODGES:

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

25 A. I'm sorry, which one?

**EXHIBIT "L"**  
**COMPLAINT PAGES**  
**1 & 4**

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Wells Fargo Bank, NA ,

Plaintiff,

v.

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

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO.

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE  
MORTGAGE

Deficiency Judgment Waived

(013263-10210)

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Greenville County, South Carolina.
2. Pursuant to S.C. Code Section 33-15-101(b)(8) Plaintiff is a corporation or other legal entity collecting debts and / or enforcing mortgages, security interests or other rights in property securing debts.
3. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.
4. The Home Affordable Modification Program does not apply as it expired on December 31, 2016, prior to the referral of the loan for foreclosure.
5. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.
6. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of

process under the provisions of South Carolina Code Section 15-35-840.

7. Heretofore, on or about March 28, 2012, Ruth Witherspoon made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of \$158,414.00, payable in monthly installments.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Ruth Witherspoon made, executed and delivered unto Mortgage Electronic Registration Systems, Inc., as nominee for NVR Mortgage Finance, Inc., its successors and assigns a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 83 of TWIN CREEKS, PHASE II, SHEET 1 OF 2, on plat thereof, prepared by Landmark Surveying, Inc. dated February 12, 2007 and recorded March 22, 2007 in the Register of Deeds Office for Greenville County, SC in Plat Book 1034, page 19, and more recently shown on plat prepared by Landmark Surveying, Inc., entitled "Closing Survey for Ruth Witherspoon" dated March 14, 2012 and Worded herewith in the Register of Deeds Office for Greenville County, SC in Plat Book 1135 at Page 12. Reference to said latter plat is hereby made for a more complete metes and bounds description thereof.

This being the same subject property conveyed to Ruth Witherspoon by deed of NVR, Inc., a Virginia Corporation dated March 28, 2012 and recorded March 29, 2012 in Deed Book DE 2403 at Page 2222 in the Office of Register Deeds for Greenville County. Subsequently, Ruth Ladson Witherspoon died intestate on July 5, 2015, leaving the subject property to her heirs or devisees, namely, Michelle Hodges and Stanley G. Witherspoon, as is more fully preserved in the Probate records for Greenville County, in Case No. 2015-ES-23-01615; also by Deed of Distribution dated December 6, 2016 and recorded December 6, 2016 in Deed Book DE 2501 at Page 5396.

Property Address: 6 Young Harris Dr  
Simpsonville, SC 29681

TMS# 0550.24-01-169.00

9. The Mortgage was signed, witnessed and probated March 28, 2012; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Greenville County on March 29, 2012, in Mortgage Book MO 5155 at Page 5354. This mortgage was assigned to Wells Fargo Bank, N.A. by assignment dated January 17, 2017 and recorded January 20, 2017 in Book MO 5375 at Page 4081.

10. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a purchase money first lien on the mortgaged premises.

**EXHIBIT "M"**  
**ANSWER PAGE**  
**2 & 3**

series of events in scheme to fraudulently take away my property, included failing to provide the court with an affidavit of service.

2. Answering paragraphs 2 - Denied – SC Code Section 33-15-101(b)(8) does not confirm the Plaintiff's allegations.
3. Answering paragraphs 3 - Denied – To the extent that the Plaintiff is claiming that the Note is a negotiable instrument, as Black's law dictionary defines a negotiable instrument as – An order signed by an endorser to pay the holder without conditions and the Note is full of conditions. Further deny that the Plaintiff has the right to enforce the Note, as the plaintiff did not attach a copy of the Note to the complaint demonstrating that it was the holder of the Note at the time of filing the complaint. 7/30
4. Answering paragraphs 4 Admit, this allegation is Fraudulent, as the Plaintiff is aware that it claimed to have considered me for the FHA HAMP program, in a letter dated 9/8/17. Further the plaintiff is aware that the program is available to this date.
5. Answering paragraphs 5 – Admit, I a 50% owner of subject property as a joint heir with Stanley Witherspoon and my mother, Ruth Ladson Witherspoon now deceased; conveyed to us by the original lender NVR, Inc., in a "Special Warranty" recorded on 3/29/12 in Book: DE 2403 and Page: 2222 - 2223.
6. Answering paragraph 6 – Denied – lack of sufficient information to form a belief.
7. Answering paragraph 7 – Admit that Ruth Ladson Witherspoon executed the said Note with NVR, being the lender and I am not obligated on the note and Plaintiff is not mentioned in the Note, nor is MERS
8. Answering paragraph 8 - Admit in part – The Note has conditions and MERS is not mentioned in the Note. Deny in part that the Plaintiff is the

successor in interest, to NVR, Inc. to the extent that the Plaintiff is claiming to be the successor in interest as the Plaintiff did not attach a copy of the Note to the complaint, nor did it claim possession in the complaint. Deny legal description as it does not appear to be accurate.

9. Answering paragraph 9 – Admit in part to Mortgage being signed, witnessed, recorded on 3/29/212 and book and page numbers and that an Assignment dated 1/17/2017 was recorded on 1/20/17. Deny in part that the Assignment, assigns any rights of the Mortgage to the Plaintiff, as the Assignment is “VOID” and Plaintiff has not demonstrated that it is the Holder of the Note, Mortgage or Assignment, by attaching them to the complaint.
10. Answering paragraphs 10 – Admit in part – This is a purchase money mortgage and the Mortgage states “This debt is evidence by the Borrower’s note” and the Plaintiff nor MERS are mentioned in the Note. Deny in part that any money was advanced to any owners.  
7/30 B
11. Answering paragraphs 11 – Admit
12. Answering paragraphs 12 – Deny that Plaintiff has disclosed all payments received and any remaining balance, as escrow credits are missing and evidenced by escrow statements.
13. Answering paragraphs 13 – Lack of enough information to form a belief.
14. Answering paragraph 14 – Denied, Plaintiff lacks any rights under the Mortgage, as the Plaintiff has not demonstrated that it is the Holder of the Mortgage and lack of enough information to form a belief regarding the Plaintiff’s hiring practices.

**EXHIBIT "N"**  
**COURT OF APPEALS DECISION**  
**FILED AUGUST 17, 2022**

Shelton Sterling Laney, III, of Womble Bond Dickinson  
(US) LLP, of Greenville, all for Respondent.

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**PER CURIAM:** Michelle Hodges appeals circuit court orders denying her motion to alter or amend her answer and counterclaims for a seventh time, granting Wells Fargo Bank, N.A. (Wells Fargo), summary judgment on Hodges's counterclaims, and referring the underlying foreclosure matter to the master-in-equity.

On appeal, Hodges argues the circuit court (1) abused its discretion in denying her motion to amend her answer and counterclaims for a seventh time; (2) erred in granting summary judgment to Wells Fargo on her counterclaims; (3) violated her due process rights; (4) erred in allowing pre-signed interrogatory verifications; (5) "err[ed] in deciding the facts and not framing the issues before referring the case to the master"; (6) erred in granting Wells Fargo's motion to strike her jury trial demand; (7) erred in referring the case to the master; and (8) erred in finding the loan was in default as of the May 2017 payment date.

Regarding Hodges's first argument, we find this issue without merit because Hodges did not establish what new facts or claims, if any, her seventh amended complaint would have added. *See* Rule 15(a), SCRPC (stating that a party may amend a pleading once as a matter of course, after which "a party may amend his pleading only by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires and does not prejudice any other party"); *Patton v. Miller*, 420 S.C. 471, 490, 804 S.E.2d 252, 262 (2017) ("In the absence of any apparent or declared reason—such as undue delay, bad faith or dilatory motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of allowance of the amendment, futility of amendment, etc.—the leave sought should, as the rules require, be 'freely given.'" (quoting *Forman v. Davis*, 371 U.S. 178, 182 (1962))).

Hodges argues her seventh amended answer would have included her "holder in due course" argument, which is analogous to her standing argument in her sixth amended answer. However, we hold the circuit court heard and correctly determined that Wells Fargo had standing because Wells Fargo is in possession of the original promissory note, which is supported by the record. *See* S.C. Code Ann. § 36-3-301 (Supp. 2021) ("'Person entitled to enforce' an instrument means (i) the holder of the instrument . . .").