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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM FLORENCE COUNTY

Court of Common Pleas

William H. Porter, Master-in-Equity

Appellate Case No. 2025-002445

Gloria Darrell,

Respondent,

v.

Daisy H. Walden,

Appellant.

RECORD ON APPEAL

Charles B. Holbrooks, III
814 W. Evans Street
Florence, South Carolina 29501
(843) 317-4900
Attorney for Appellant

Leonard R. Jordan
211 Veterans Rd., Ste. D
Columbia, South Carolina 29209
(803) 726-1950
Attorney for Respondent

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STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-21-01885

Reverend Gloria Darrell,)
Plaintiff,)
-vs-)
Daisy H. Walden,)
Defendant.)
_____)

ORDER OF REFERENCE

IT APPEARING that the above-entitled action for foreclosure of judgment is a proper matter to refer to the Master in Equity for Florence County, upon motion of Leonard R. Jordan, Jr., Attorney for the Plaintiff, it is

ORDERED that the above entitled action be, and the same hereby is, referred to W. Haigh Porter, Master in Equity, to make findings of fact and conclusions of law; to dispose of any and all issues; and to enter a final judgment in the case.

Any appeal from the decision of the Master in Equity shall be directly to the South Carolina Court of Appeals.

AND IT IS SO ORDERED.

PRESIDING JUDGE/CLERK OF COURT

Florence, South Carolina
September____, 2025

I SO MOVE:

s/Leonard R. Jordan, Jr.
Leonard R. Jordan, Jr.
Attorney for Plaintiff



Florence Common Pleas

Case Caption: Gloria Darrell VS Daisy H Walden
Case Number: 2025CP2101885
Type: Order/Referred to Master or Special Referee

H. Steven DeBerry, IV
Circuit Court Judge 2771

Electronically signed on 2025-09-03 12:20:01 page 2 of 2

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

Reverend Gloria Darrell,

Plaintiff(s),

vs.

Daisy H. Walden,

Defendant(s).

IN THE COURT OF COMMON PLEAS

TWELFTH JUDICIAL CIRCUIT

C/A NO: 2025CP2101885

ORDER GRANTING MOTION TO
APPOINT GUARDIAN AD LITEM

THIS MATTER comes before the Court upon the Motion of Defendant, Daisy H. Walden, for appointment of a guardian ad litem pursuant to Rule 17(c), SCRPC.

After considering the motion, the record, and applicable law, the Court finds that good cause exists for the relief requested.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that:

1. Lorraine Onfrey-Dean is hereby APPOINTED as Guardian ad Litem for Defendant, Daisy H. Walden, in this matter.

AND IT IS SO ORDERED.

CIRCUIT COURT JUDGE

_____, 2025

Florence, South Carolina



Florence Common Pleas

Case Caption: Gloria Darrell VS Daisy H Walden
Case Number: 2025CP2101885
Type: Order/Appointment Of Guardian Ad Litem

So Ordered

s/Haigh Porter, 3082

Electronically signed on 2025-10-09 13:49:20 page 2 of 2

ROA007

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-21-01885

Reverend Gloria Darrell,)
Plaintiff,)
-VS-)
Daisy H. Walden,)
Defendant.)
_____)

**MASTER’S ORDER AND JUDGMENT
OF FORECLOSURE AND SALE**

Leonard R. Jordan, Jr., Esquire
JORDAN LAW FIRM
211 Veterans Road, Suite D
Columbia, SC 29209

Charles B. Holbrooks, III, Esquire
Finklea, Hendrick & Blake, LLC
Post Office Box 1317
Florence, SC 29503

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter “SCRCP”), the above-entitled matter was referred by Order of Reference to the undersigned Master in Equity 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 Master in Equity shall be directly to the South Carolina Court of Appeals.

Pursuant to the said reference, hearings were held, attended by the attorneys of record. From the evidence presented, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed in the Office of the Clerk of Court for Florence County on July 14, 2025; and the Summons and Complaint were filed on July 14, 2025.
2. Service of the Summons and Complaint was made upon the Defendant by

publication, as is shown by the proofs of service filed herein; and all parties are properly before the Court.

3. The Defendant, Daisy H. Walden, filed an Answer and several Motions.

4. An Order Granting Motion to Appoint Guardian Ad Litem, appointing Lorraine Onfrey-Dean as guardian ad litem for the Defendant, Daisy H. Walden, was issued and filed on October 9, 2025.

5. The Plaintiff holds a Confession of Judgment given to her by Daisy H. Walden, in the stated, original amount of \$181,330.68, which was filed in the Office of the Clerk of Court for Florence County on January 27, 2016, in Case No. 2015-CP-21-3174, which is the subject of this suit. It is noted that, based upon its filing date, this Judgment expires, or may expire, as early as January 27, 2026.

6. An Execution on Judgment was duly issued to the Sheriff of Florence County, and the Sheriff returned the Execution on Judgment marked nulla bona.

7. The Defendant, Daisy H. Walden, owns certain real property in Florence County, known as 2212 Poor Farm Road, Effingham, South Carolina, which is subject to (encumbered by) the liens of a Mortgage (described below) and the subject Confession of Judgment held by the Plaintiff. This property was owned by the Defendant and her husband, Richard D. Walden, as joint tenants with right of survivorship, until Mr. Walden died on May 16, 2025, which left the Defendant as the survivor and sole owner of the above-described real property.

8. By date of filing, the Plaintiff's Confession of Judgment is in second-lien position against the subject real property, junior only to a Mortgage from Berkshire Investments, LLC, to Carolina Bank & Trust Company, dated April 29, 2014, which Mortgage was recorded in the Office of the Clerk of Court for Florence County on April 30, 2014, in Mortgage Book B519 at

page 1281.

9. At the initial hearing in the present case, the Plaintiff introduced a recalculation of the amount of the Confession of Judgment, accruing interest at the rates in accordance with S.C. Code §34-31-20, which significantly reduced the amount claimed by the Plaintiff under the Judgment; and having received no information that the recalculation is erroneous, I find that the amount of the Judgment, including only principal and interest (at the statutory rates), is \$210,837.90 as of October 9, 2025. Interest after said date shall continue to accrue at the judgment rate(s). Court costs paid by the Plaintiff, accruing on and after October 20, 2025, shall be added to the amount of the Judgment.

10. The Plaintiff filed a Motion for Summary Judgment on October 6, 2025. I find that the Plaintiff has made a prima facie case in support of her Motion, and I find that the Defendant has not come forward with specific facts showing that there is a genuine issue for trial.

CONCLUSIONS OF LAW:

I, therefore, conclude that:

1. The Plaintiff's Motion for Summary Judgment should be granted.
2. The Plaintiff's Confession of Judgment, in the amount established herein, is entitled to be foreclosed against the subject real property, which shall be ordered sold at public auction after due advertisement. The sale shall be subject to the aforesaid Mortgage of Carolina Bank & Trust Company.
3. Recognizing that the Plaintiff's Confession of Judgment may expire as early as January 27, 2026, the Court shall take steps to make sure that the foreclosure sale of the subject property will be completed in a manner which accomplishes the intended results.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Defendant, Daisy H. Walden, shall, prior to the date and time of the sale of the subject property, pay to the Plaintiff, or the Plaintiff's attorney, the full amount of the Plaintiff's Confession of Judgment, as established herein.

2. That on default of payment prior to the date and time of the sale, the subject real property shall be sold by the undersigned Master in Equity, at public auction, at the Florence County Judicial Center, Courtroom 3C, 181 North Irby Street in Florence, South Carolina, on the next convenient sales day hereafter.

3. That the terms of the said sale are as follows:

a. FOR CASH: The undersigned Master in Equity shall require a prompt 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 court costs and then to the Plaintiff's debt.

b. SPECIAL INSTRUCTIONS: In light of the anticipated expiration of the Plaintiff's Judgment as early as January 27, 2026, and the Court being mindful that there may be tactics employed to delay the finality of the foreclosure sale of the subject property, the following Special Instructions are included to help provide assurance that this Judgment results in a completed public sale of the property. *Special Instructions:* If the 5% deposit is not promptly tendered by the successful bidder, the Master in Equity shall declare the next highest bidder (if other than the Plaintiff) on the property to be the successful bidder, who shall promptly deposit 5% on the amount of his/its bid. If the next highest bidder declines to tender promptly the deposit, then the Master in Equity shall declare the Plaintiff to be the successful bidder with a stipulated bid of \$170,000.00, unless the Plaintiff's actual, highest bid made at said sale can be shown to be higher than said

amount, in which case such actual bid will be accepted as the highest bid. If any bidder tenders the 5% deposit and thereafter fails to comply timely with the entire bid, the Plaintiff shall be declared to be the successful bidder following the process discussed in this paragraph.

c. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 11.50% per annum.

d. The sale shall be subject to unpaid real property taxes, existing easements and easements and restrictions of record, and the aforesaid Mortgage of Carolina Bank & Trust Company.

e. Purchaser to pay for the deed and the cost of recording the deed.

4. That a personal or deficiency judgment being waived, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately.

5. That if the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the Plaintiff's judgment debt, together with additional interest and court costs and expenses, she may pay to the undersigned Master in Equity only the amount of the court costs, crediting the balance of the bid on the Plaintiff's judgment debt.

6. That the undersigned Master in Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser a deed conveying the subject real property.

7. That the undersigned Master in Equity shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action; and

NEXT: To the payment to the Plaintiff, or the Plaintiff's Attorney, of the amount of the Plaintiff's judgment debt, including additional post-judgment interest, costs and expenses, 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), SCRCP.

8. That it is further ORDERED, ADJUDGED AND DECREED that the Defendant, and all persons whomsoever claiming under her, be forever barred and foreclosed of all right, title, interest and equity of redemption in the subject property so sold, or any part thereof.

9. That it is further ORDERED, ADJUDGED AND DECREED that, if there are occupants of the subject real property, which persons continue in possession of the property after a deed has been issued to the purchaser, then the Sheriff of Florence County is directed to eject and remove the occupants from the property sold, together with all personal property located thereon, and put the successful bidder, or its assign, to whom the deed of conveyance has been issued, in full, quiet and peaceable possession of the subject property without delay, and to keep the new owner in such peaceable possession. If the occupants of the property remain after the deed has been issued, the owner shall serve the occupants with a Summons and Rule to Show Cause in this case to determine why the occupants should not be removed from the property; and that the undersigned Master in Equity shall retain jurisdiction to do all necessary acts incident to this foreclosure, including, but not limited to, the issuance of a Writ of Assistance and disposing of any surplus funds pursuant to Rule 71(c), SCRCP.

10. That in the event that any personal property or fixtures remain on the subject real property after the deed has been issued, such property shall be deemed abandoned and may be removed and disposed of by the owner or agent without prior notice to the parties herein.

11. That neither the Plaintiff nor her attorney warrants the condition of the title to purchaser at foreclosure sale or other third parties, who should have their own title search

performed on the subject real property.

12. That it is further ORDERED, ADJUDGED AND DECREED that, if the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the subject real property (in person or through an agent), the undersigned (or the designated sale officer) shall pull the property from sale; and in the event that the sale is nevertheless conducted, such sale will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next or some subsequent sales day.

13. That the subject real property, which is ordered to be sold, is described as follows:

All that certain piece, parcel or lot of land, lying, being and situate in the County of Florence, State of South Carolina, known and designated as containing 5 acres, as shown on a map prepared by Professor Surveying Company, Inc., dated May 31, 1995, and recorded in the Office of the Clerk of Court for Florence County in Plat Book 57 at page 259. Reference is also made to a map made for Kelvin D. White and Brenda J. White by Lind, Hicks & Association, surveyors, dated March 14, 1996, and recorded in the above mentioned Office in Plat Book 60 at page 93. Reference being had to the above mentioned maps for a more complete and accurate description.

This being the property conveyed to Richard D. Walden and Daisy H. Walden, as joint tenants with right of survivorship and not as tenants in common, by Deed of Berkshire Investments, LLC, dated April 28, 2016, and recorded in the Office of the Register of Deeds for Florence County on May 17, 2016, in Book B631 at page 81. The said Richard D. Walden died on May 16, 2025, leaving Daisy H. Walden as the sole owner.

Property Address: 2212 Poor Farm Road, Effingham, South Carolina

TMS # 00183-01-120

AND IT IS SO ORDERED.

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025 CP-21-01885

Reverend Gloria Darrell,

Daisy H. Walden,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Leonard R. Jordan, Jr.

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. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRCPP; ☐ Rule 41(a), SCRCPP (Vol. Nonsuit); ☐ Rule 43(k), SCRCPP (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCPP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE 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)
Reverend Gloria Darrell	Daisy H. Walden	
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 2025 and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 2025 to attorneys of record or to parties (when appearing pro se) as follows:

Leonard R. Jordan, Jr.

211 Veterans Road, Suite D

Columbia, SC 29209

ATTORNEY(S) FOR THE PLAINTIFF(S)

Charles B. Holbrooks, III

Post Office Box 1317

Florence, SC 29503

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRPC.

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.

[illegible]



Florence Common Pleas

Case Caption: Gloria Darrell VS Daisy H Walden
Case Number: 2025CP2101885
Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/Haigh Porter, 3082

Electronically signed on 2025-10-27 14:28:31 page 10 of 10

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-21-01885

Reverend Gloria Darrell,)
Plaintiff,)
- vs -)
Daisy H. Walden,)
Defendant.)

NOTICE OF SALE

BY VIRTUE of a judgment heretofore granted in the case of Reverend Gloria Darrell vs. Daisy H. Walden, I, W. H. Porter, Master in Equity for Florence County, will sell on December 1, 2025, at 11:00 A.M., in Courtroom 3-C of the Florence County Courthouse, located on 181 N Irby Street Florence, SC 29501, to the highest bidder:

All that certain piece, parcel or lot of land, lying, being and situate in the County of Florence, State of South Carolina, known and designated as containing 5 acres, as shown on a map prepared by Professor Surveying Company, Inc., dated May 31, 1995, and recorded in the Office of the Clerk of Court for Florence County in Plat Book 57 at page 259. Reference is also made to a map made for Kelvin D. White and Brenda J. White by Lind, Hicks & Association, surveyors, dated March 14, 1996, and recorded in the above mentioned Office in Plat Book 60 at page 93. Reference being had to the above mentioned maps for a more complete and accurate description.

This being the property conveyed to Richard D. Walden and Daisy H. Walden, as joint tenants with right of survivorship and not as tenants in common, by Deed of Berkshire Investments, LLC, dated April 28, 2016, and recorded in the Office of the Register of Deeds for Florence County on May 17, 2016, in Book B631 at page 81. The said Richard D. Walden died on May 16, 2025, leaving Daisy H. Walden as the sole owner.

Property Address: 2212 Poor Farm Road, Effingham, South Carolina

TMS # 00183-01-120

The sale shall be SUBJECT TO the Mortgage from Berkshire Investments, LLC, to Carolina Bank & Trust Company, dated April 29, 2014, which Mortgage was recorded in the Office of the Clerk of Court for Florence County on April 30, 2014, in Mortgage Book B519 at page 1281.

SUBJECT TO FLORENCE COUNTY TAXES.

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Master in Equity at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, the same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of noncompliance. See Judgment for Special Instructions in the event that the last and highest bidder fails or refuses to make the required deposit at the time of the bid or comply with the bid within twenty (20) days. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the amount of the bid from the date of sale to date of compliance with the bid at the rate of 11.50% per annum.

W. H. Porter
Master in Equity for Florence County

Leonard R. Jordan, Jr.
Columbia, South Carolina
Attorney for Plaintiff



Florence Common Pleas

Case Caption: Gloria Darrell VS Daisy H Walden
Case Number: 2025CP2101885
Type: Master/Order/Notice of Foreclosure Sale

So Ordered

s/Haigh Porter, 3082

Electronically signed on 2025-10-27 14:31:30 page 3 of 3

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-21-01885

Reverend Gloria Darrell,)
Plaintiff,)
-vs-)
Daisy H. Walden,)
Defendant.)

AMENDED NOTICE OF SALE

BY VIRTUE of a judgment heretofore granted in the case of Reverend Gloria Darrell vs. Daisy H. Walden, I, W. H. Porter, Master in Equity for Florence County, will sell on December 2, 2025, at 11:00 A.M., in Courtroom 3-C of the Florence County Courthouse, located on 181 N Irby Street Florence, SC 29501, to the highest bidder:

All that certain piece, parcel or lot of land, lying, being and situate in the County of Florence, State of South Carolina, known and designated as containing 5 acres, as shown on a map prepared by Professor Surveying Company, Inc., dated May 31, 1995, and recorded in the Office of the Clerk of Court for Florence County in Plat Book 57 at page 259. Reference is also made to a map made for Kelvin D. White and Brenda J. White by Lind, Hicks & Association, surveyors, dated March 14, 1996, and recorded in the above mentioned Office in Plat Book 60 at page 93. Reference being had to the above mentioned maps for a more complete and accurate description.

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Property Address: 2212 Poor Farm Road, Effingham, South Carolina

TMS # 00183-01-120

The sale shall be SUBJECT TO the Mortgage from Berkshire Investments, LLC, to Carolina Bank & Trust Company, dated April 29, 2014, which Mortgage was recorded in the Office of the Clerk of Court for Florence County on April 30, 2014, in Mortgage Book B519 at page 1281.

SUBJECT TO FLORENCE COUNTY TAXES.

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Master in Equity at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, the same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of noncompliance. See Judgment for Special Instructions in the event that the last and highest bidder fails or refuses to make the required deposit at the time of the bid or comply with the bid within twenty (20) days. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the amount of the bid from the date of sale to date of compliance with the bid at the rate of 11.50% per annum.

W. H. Porter
Master in Equity for Florence County

Leonard R. Jordan, Jr.
Columbia, South Carolina
Attorney for Plaintiff



Florence Common Pleas

Case Caption: Gloria Darrell VS Daisy H Walden
Case Number: 2025CP2101885
Type: Master/Order/Notice of Foreclosure Sale

So Ordered

s/Haigh Porter, 3082

Electronically signed on 2025-10-28 09:29:02 page 3 of 3

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-21-01885

Reverend Gloria Darrell,)
))
Plaintiff,)
))
-VS-)
))
Daisy H. Walden,)
))
Defendant.)
_____)

**ORDER DENYING
MOTION TO RECONSIDER**

Defendant's Motion to Reconsider came for hearing before me on November 13, 2025, attended by movant's counsel, Charles B. Holbrooks, III, and Plaintiff's counsel, Leonard R. Jordan, Jr.

Defendant, Daisy H. Walden, on November 4, 2025, filed a Motion to Reconsider, pursuant to Rules 59(e) and 60(b), requesting the Court to alter, amend, and reconsider the Master's Order and Judgment of Foreclosure and Sale, dated October 27, 2025, which directed the foreclosure sale of Defendant's real property to pay the judgment debt owed by Defendant to Plaintiff, Reverend Gloria Darrell, as represented by the Confession of Judgment, which is the subject of this litigation.

Defendant's Motion was accompanied by a formal discussion of the requirements of S.C. Code §15-35-360, and included the citation and thorough discussion of numerous cases interpreting the predecessor to said statute. Plaintiff responded with a Return to Motion to Reconsider, filed herein on November 11, 2025, which provided a discussion of the cases cited by Defendant along with a thorough discussion of the applicability of Rule 60(b) of the South Carolina Rules of Civil Procedure. I read and considered both before the motion hearing.

Defendant also submitted Defendant's Response to Plaintiff's Return to Motion to Reconsider, which was filed the evening before the hearing. While this Response was not read by

me before the hearing, the counsel for the litigants were encouraged to cover thoroughly all of their points in oral arguments.

Before both counsel made their arguments, I informed them that I had reviewed the Clerk of Court's file on the 2015 suit (2015-CP-21-03174), which suit resulted in the filing of the subject Confession of Judgment, and that I had found an Order in that case, which neither side had raised. That was an Order issued by Judge Thomas A. Russo on April 13, 2016. Said Order was issued expressly "to avoid future uncertainty with regard to the validity and enforceability of the Confession of Judgment," and it "ORDERED that . . . the Confession of Judgment shall remain fully enforceable until paid in full." I indicated that I found this Order to be compelling with regard to the issues previously presented.

After that discussion, Mr. Holbrooks presented his arguments, which primarily focused on the cases cited in his memoranda, and Mr. Jordan presented his arguments, which primarily focused on Rule 60(b) and the tardiness of Defendant's attempt to be relieved of her Confession of Judgment. Mr. Holbrooks also argued that Defendant "was not afforded due process."

After a thorough, back-and-forth discussion, I announced my decision that Defendant's Motion was DENIED. I fully believe that Plaintiff is entitled to have the opportunity to collect her debt before the Confession of Judgment expires, that Defendant, who has had many years to attack the Confession of Judgment but has made no apparent effort to do so prior to this suit being filed, and that the Guardian ad Litem for the Defendant, who attended a prior hearing, produced no evidence adverse to the Confession of Judgment.

AND IT IS SO ORDERED.



Florence Common Pleas

Case Caption: Gloria Darrell VS Daisy H Walden

Case Number: 2025CP2101885

Type: Master/Order/Other

So Ordered

s/Haigh Porter, 3082

Electronically signed on 2025-11-18 11:26:12 page 3 of 3

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IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-21-01885

Reverend Gloria Darrell,)
)
Plaintiff,)
)
-vs-)
)
Daisy H. Walden,)
)
Defendant.)
_____)

NOTICE OF SALE

BY VIRTUE of a judgment heretofore granted in the case of Reverend Gloria Darrell vs. Daisy H. Walden, I, W. H. Porter, Master in Equity for Florence County, will sell on December 2, 2025, at 11:00 A.M., in Courtroom 3-C of the Florence County Courthouse, located on 181 N Irby Street Florence, SC 29501, to the highest bidder:

All that certain piece, parcel or lot of land, lying, being and situate in the County of Florence, State of South Carolina, known and designated as containing 5 acres, as shown on a map prepared by Professor Surveying Company, Inc., dated May 31, 1995, and recorded in the Office of the Clerk of Court for Florence County in Plat Book 57 at page 259. Reference is also made to a map made for Kelvin D. White and Brenda J. White by Lind, Hicks & Association, surveyors, dated March 14, 1996, and recorded in the above mentioned Office in Plat Book 60 at page 93. Reference being had to the above mentioned maps for a more complete and accurate description.

This being the property conveyed to Richard D. Walden and Daisy H. Walden, as joint tenants with right of survivorship and not as tenants in common, by Deed of Berkshire Investments, LLC, dated April 28, 2016, and recorded in the Office of the Register of Deeds for Florence County on May 17, 2016, in Book B631 at page 81. The said Richard D. Walden died on May 16, 2025, leaving Daisy H. Walden as the sole owner.

Property Address: 2212 Poor Farm Road, Effingham, South Carolina

TMS # 00183-01-120

The sale shall be SUBJECT TO the Mortgage from Berkshire Investments, LLC, to Carolina Bank & Trust Company, dated April 29, 2014, which Mortgage was recorded in the Office of the Clerk of Court for Florence County on April 30, 2014, in Mortgage Book B519 at page 1281.

SUBJECT TO FLORENCE COUNTY TAXES.

TERMS OF SALE: The successful bidder, other than the Plaintiff, will deposit with the Master

ROA027

in Equity at conclusion of the bidding, five percent (5%) of his bid, in cash or equivalent, as evidence of good faith, the same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to Plaintiff's debt in the case of noncompliance. See Judgment for Special Instructions in the event that the last and highest bidder fails or refuses to make the required deposit at the time of the bid or comply with the bid within twenty (20) days. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the amount of the bid from the date of sale to date of compliance with the bid at the rate of 11.50% per annum.

W. H. Porter
Master in Equity for Florence County

Leonard R. Jordan, Jr.
Columbia, South Carolina
Attorney for Plaintiff



Florence Common Pleas

Case Caption: Gloria Darrell VS Daisy H Walden
Case Number: 2025CP2101885
Type: Master/Order/Notice of Foreclosure Sale

So Ordered

s/Haigh Porter, 3082

Electronically signed on 2025-11-18 11:26:43 page 3 of 3

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-21-01885

Reverend Gloria Darrell,)
))
Plaintiff,)
))
-VS-)
))
Daisy H. Walden,)
))
Defendant.)
_____)

ASSIGNMENT OF BID

FOR VALUABLE CONSIDERATION, the receipt thereof is hereby acknowledged, the undersigned Reverend Gloria Darrell, by and through her undersigned attorney, does hereby assign her successful bid at the foreclosure auction conducted in this case on 2212 Poor Farm Road, Effingham, South Carolina, TMS# 00183-01-120 unto Darrell-Jordan Holdings, LLC, and the Plaintiff does hereby direct the Honorable W. H. Porter, as Master in Equity for Florence County, to execute his deed to the subject premises unto said Assignee.

Respectfully submitted,

s/Leonard R. Jordan, Jr.
Leonard R. Jordan, Jr., ID #3221
JORDAN LAW FIRM
211 Veterans Road, Suite D
Columbia, South Carolina
29209 (803) 726-1950 Tel
(803) 726-1951 Fax
Email: ljordan@ljordanlaw.com
Attorney for Plaintiff

Columbia, South Carolina
December 17, 2025

[illegible]

IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-21-01885

Reverend Gloria Darrell,)
)
Plaintiff,)
)
-vs-)
)
Daisy H. Walden,)
)
Defendant.)
_____)

MASTER'S REPORT ON SALE AND DISBURSEMENTS AND ORDER CONFIRMING SALE

The undersigned, as Master in Equity for Florence County, would respectfully show:

1. That pursuant to the Master's Order and Judgment of Foreclosure and Sale of this Court heretofore made in the above-captioned action dated and filed in the Office of the Clerk of Court for Florence County on October 27, 2025, after due advertisement by publication according to law, as directed, I, the undersigned, as Master in Equity for Florence County, offered for sale on December 2, 2025, and sold the property therein described unto the Plaintiff, Reverend Gloria Darrell, for the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), that amount being the highest bid therefor, which bid has been complied with.

2. That the costs of said action and sale have been received in accordance with the statement attached hereto.

3. That said bid was assigned by the Plaintiff to Darrell-Jordan Holdings, LLC.

4. That the undersigned has executed and delivered a deed to the subject property to Darrell-Jordan Holdings, LLC.

WHEREFORE, it is

ORDERED that this Report, the foreclosure sale and resulting deed be, and they are, hereby confirmed.

AND IT IS SO ORDERED.

Florence, South Carolina
December ____, 2025

W. H. Porter
Master in Equity for Florence County



Florence Common Pleas

Case Caption: Gloria Darrell VS Daisy H Walden

Case Number: 2025CP2101885

Type: Master/Order On Sale Of Real Estate

So Ordered

s/Haigh Porter, 3082

Electronically signed on 2025-12-30 12:39:52 page 3 of 3

STATE OF SOUTH CAROLINA)
)
 COUNTY OF FLORENCE) IN THE COURT OF COMMON PLEAS

Reverend Gloria Darrell,)
)
 Plaintiff,)
)
 - vs -)
)
 Daisy H. Walden,)
)
 Defendant.)
 _____)

SUMMONS

(Foreclosure of Judgment)
 (Non-Jury)

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 211 Veterans Road, Suite D, Columbia, South Carolina 29209, within thirty (30) days after service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for a judgment by default granting the relief demanded in the Complaint.

Columbia, South Carolina
 July 14, 2025

s/Leonard R. Jordan, Jr.
 Leonard R. Jordan, Jr., #3221
 JORDAN LAW FIRM
 211 Veterans Road, Suite D
 Columbia, South Carolina 29209
 (803) 726-1950 Tel
 (803) 726-1951 Fax
 ljordan@ljordanlaw.com
 Attorney for Plaintiff

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE	)	
Reverend Gloria Darrell,	)	
	)	
Plaintiff,	)	COMPLAINT
	)	(Foreclosure of Judgment)
-vs-	)	(Non-Jury)
	)	
Daisy H. Walden,	)	
	)	
Defendant.	)	
	)	

The Plaintiff, Reverend Gloria Darrell, complaining of the Defendant, Daisy H. Walden, herein, would respectfully show this Court that:

1. The Plaintiff ("Darrell") is a citizen and resident of Chesapeake, Virginia.
2. The Defendant ("Walden"), upon information and belief, is a citizen and resident of the Town of Effingham, County of Florence, State of South Carolina.
3. On January 21, 2016, for value received, Daisy H. Walden executed and delivered to Rev. Gloria Darrell a certain Confession of Judgment, in writing, according to the terms and conditions set out therein, by which said debtor promised to pay to said payee the amount of \$181,330.68 plus additional pre-judgment interest and thereafter interest at the judgment rates along with court costs.
4. Said Confession of Judgment was filed in the Office of the Clerk of Court for Florence County on January 27, 2016. A copy of said Confession of Judgment is attached hereto as Exhibit "A."
5. The real property described herein, which is the subject of this action, is situated and located in Florence County, South Carolina and described as follows:

All that certain piece, parcel or lot of land, lying, being and situate in the County of Florence, State of South Carolina, known and designated as

containing 5 acres, as shown on a map prepared by Professor Surveying Company, Inc., dated May 31, 1995, and recorded in the Office of the Clerk of Court for Florence County in Plat Book 57 at page 259. Reference is also made to a map made for Kelvin D. White and Brenda J. White by Lind, Hicks & Association, surveyors, dated March 14, 1996, and recorded in the above mentioned Office in Plat Book 60 at page 93. Reference being had to the above mentioned maps for a more complete and accurate description.

This being the property conveyed to Richard D. Walden and Daisy H. Walden, as joint tenants with right of survivorship and not as tenants in common, by Deed of Berkshire Investments, LLC, dated April 28, 2016, and recorded in the Office of the Register of Deeds for Florence County on May 17, 2016, in Book B631 at page 81.

Property Address: 2212 Poor Farm Road, Effingham, South Carolina

TMS # 00183-01-120

6. A copy of the said Deed is attached hereto as Exhibit "B."
7. The subject Confession of Judgment attached as a lien to the subject real property at the time of the recording of the said Deed.
8. Upon information and belief, Walden's Confession of Judgment is a valid and enforceable second lien against the subject real property, junior only to the Mortgage from Berkshire Investments, LLC, to Carolina Bank & Trust Company, dated April 29, 2014, which was recorded in the Office of the Clerk of Court for Florence County on April 30, 2014, in Mortgage Book B519 at page 1281.
9. Upon information and belief, the said Richard D. Walden, grantee, died in or about May 2025, leaving the Defendant as the survivor and sole owner of the above-described real property.
10. The Court has personal and subject matter jurisdiction over the parties and the said property, and venue is proper in Florence County, South Carolina.

FOR A FIRST CAUSE OF ACTION
(Foreclosure of Judgment Lien)

11. The Plaintiff realleges Paragraphs 1 through 10 above as fully as if repeated herein

verbatim.

12. No payment on the said Confession of Judgment has been made to Darrell.

13. Darrell is informed and believes that she is entitled to foreclose the Confession Judgment as a second lien against the subject real property, and to have the Property sold at a foreclosure sale at a date and time to be determined by the Court, which sale shall be subject to the said Mortgage to Carolina Bank & Trust Company, which Mortgage will be unaffected by this suit to foreclose the Plaintiff's judgment lien.

14. Darrell asserts that she is entitled to the net sale proceeds, after payment of the costs and expenses incurred in the prosecution of this action, including the principal balance plus accrued interest due and owing on the Judgment at the judgment rates; and she asserts that, should Walden provide proof that she is entitled to a homestead exemption, such benefit will be paid as an expense of this action upon the foreclosure sale of the subject real property.

15. Darrell is informed and believes that, as of January 14, 2025, there was due and owing on the Confession of Judgment, the sum of Three Hundred Ninety-Two Thousand, Nine Hundred Fifty-One and 54/100 (\$392,951.54), which includes accrued interest through said date at the judgment rates.

16. Interest continues to accrue on the Confession of Judgment from January 15, 2025, currently at the rate of 11.50% per annum, until payment in full of the amount due and owing. In addition, Darrell asserts that she is entitled to the costs and expenses incurred in the prosecution of this action.

WHEREFORE, having set forth her Complaint, the Plaintiff prays that:

a. The full amount due upon Darrell's Confession of Judgment, to include additional, accrued interest, be ascertained and determined under the direction of the Court, together with the

costs and expenses of this action;

b. A judgment of foreclosure of the Confession of Judgment upon the subject real property for the amount so found to be due and owing to Darrell, together with the costs and expenses of this action;

c. The subject real property be sold pursuant to an Order of this Court, the equity of redemption be barred, and the proceeds of sale to be applied as follows:

- I. First, applied to the costs and expenses of the action;
- II. Second to the payment and discharge of so much of Darrell's Confession of Judgment, as allowed; and
- III. Finally, the surplus, if any, to be distributed according to law.

d. The Defendant and all persons whomsoever claiming by or through the Defendant be forever barred of all right, title and interest of, in and to the subject real property; and each and every part thereof;

e. An Order directing and empowering the Sheriff of Florence County, South Carolina to place the successful purchaser, or its agent, at the foreclosure sale in possession of the subject real property should the same become necessary; and

f. For such other and further relief as the Court may deem just and proper.

Columbia, South Carolina
July 14, 2025

s/Leonard R. Jordan, Jr.
Leonard R. Jordan, Jr., ID #3221
JORDAN LAW FIRM
211 Veterans Road, Suite D
Columbia, South Carolina
29209 (803) 726-1950 Tel
(803) 726-1951 Fax
Email: ljordan@ljordanlaw.com
Attorney for Plaintiff, Reverend Gloria Darrell

EXHIBIT "A"

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 15-CP-21-3174

Reverend Gloria Darrell,)
Plaintiff,)

vs.)

Daisy H. Walden,)
Defendant.)

CONFESSION OF JUDGMENT

FILED
2016 JAN 27 PM 3:43
CLERK OF COURT
FLORENCE COUNTY, S.C.

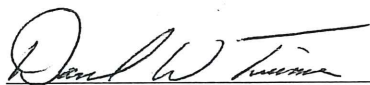
DEFENDANT, DAISY H. WALDEN, CONFESSES:

That she is justly and truly indebted to the Plaintiff, Reverend Gloria Darrell, on a Promissory Note dated March 4, 2013, in the principal sum of Seventy Thousand and 00/100 Dollars (\$70,000.00), plus interest and fees in the fixed (stipulated) amount of \$100,000.00, for a total of \$170,000.00, which Promissory Note matured on April 3, 2013; that the indebtedness also includes pre-judgment interest, at the rate of 8.75% per annum from April 3, 2013, which amounts to \$11,125.68 as of December 31, 2015; that the pre-judgment interest continues after December 31, 2015, until this Confession of Judgment is filed, at the per diem rate of \$40.75; and that the indebtedness also includes court costs in the amount of \$205.00.

That she hereby authorizes the entry of judgment against Daisy H. Walden, in favor of Reverend Gloria Darrell, her heirs and assigns, in the amount of \$181,330.68, plus additional pre-judgment interest as aforesaid and interest at the judgment rate (currently 7.50% per annum) after the date of filing hereof until paid.

EXECUTED and delivered at Effingham, South Carolina this 21st day of January, 2016.

WITNESSES:





Daisy H. Walden



CERTIFIED: A TRUE COPY

CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

VERIFICATION OF STATEMENT

The undersigned, Daisy H. Walden, the Defendant above-named, being duly sworn, says that this Confession of Judgment and the facts therein mentioned are true to her own knowledge.



Daisy H. Walden

SWORN to and subscribed before me
this 14 day of January, 2016



Notary Public for South Carolina

My Commission Expires: May 6, 2023

2016 JAN 27 PM 3:43
JENNIE REEL-SHEARER
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, SC

FILED

CERTIFIED: A TRUE COPY

CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

EXHIBIT "B"

PROPERTY DESIGNATED AS: _____
 Return to: 183-01-120
 McGowan Rogers

 SPLIT FROM: _____
 BY FLORENCE COUNTY ASSESSOR'S OFFICE MH

FILED
 2016 MAY 17 AM 11:22
 JENNIE REEL-SHEPARD
 CCCP & GS
 FLORENCE COUNTY, SC

TITLE NOT EXAMINED OR CERTIFIED BY McGOWAN ROGERS

STATE OF SOUTH CAROLINA)
)
 COUNTY OF FLORENCE)

TITLE TO REAL ESTATE
 SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS: That **Berkshire Investments, LLC** (Grantor) for and in consideration of the sum of **Five dollars (\$5.00) and love and affection** have granted, bargained, sold and released, and by these presents does grant bargain, sell and release unto **Richard D. Walden and Daisy H. Walden. (Grantees), as joint tenants with right of survivorship and not as tenants in common**, the following property:

All that certain piece, parcel or lot of land, lying, being and situate in the County of Florence, State of South Carolina, known and designated as containing 5 acres, as shown on a map prepared by Prosser Surveying Company, Inc., dated May 31, 1995, and recorded in the office of the Clerk of Court for Florence County in Plat Book 57 at Page 259. Reference is also made to a map made for Kelvin D. White and Brenda J. White by Lind, Hicks & Associates, surveyors, dated March 14, 1996 and recorded in the above mentioned office in Plat Book 60 at page 93. reference being had to the above mentioned maps for a more complete and accurate description.

This being the same property conveyed to the Grantor herein by deed of Carolina Bank recorded in the office of the Clerk of Court for Florence County in Book B519 at Page 1277.

TMS No.: 00183-01-120

Grantees' Mailing Address: 2212 Poor Farm Road
 Effingham, SC 29541

FEES EXEMPT
 SEE AFFIDAVIT

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto Grantees, as joint tenants with right of survivorship and not as tenants in common.

Grantor hereby binds Grantor and Grantor's successors, heirs, personal representatives and administrators, to warrant and forever defend, all and singular, the said Premises unto Grantees, as hereinabove provided, Grantees' successors, heirs and assigns against Grantor and Grantor's successors, heirs and assigns, and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

EFFECTIVE this 28th day of April, 2016.

EXECUTED ON FOLLOWING TWO (2) PAGES

Signed, Sealed and Delivered
in the Presence of:

Linda S. Roberts

Berkshire Investments, LLC

Denise Alvey

Richard D. Walden
Richard D. Walden

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

ACKNOWLEDGMENT

PERSONALLY appeared before me Berkshire Investments, LLC, by
Richard D. Walden who being duly sworn, acknowledged he executed and
delivered the within instrument for the uses and purposes therein described.

SWORN to before me this
28th day of April, 2016

Denise Alvey (L.S.)
Notary Public for South Carolina
My Commission Expires : 9-29-19

Denise Alvey
NOTARY PUBLIC
State of South Carolina
My Comm. Expires
September 29, 2019

Signed, Sealed and Delivered
in the Presence of:

Linda S. Robert

Denise Alvey

Berkshire Investments, LLC


Daisy H. Walden

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

ACKNOWLEDGMENT

PERSONALLY appeared before me Berkshire Investments, LLC by Daisy H. Walden, who being duly sworn, acknowledged she executed and delivered the within instrument for the uses and purposes therein described.

SWORN to before me this
28th day of April, 2016

Denise Alvey (L.S.)
Notary Public for South Carolina
My Commission Expires: 9-29-19

Denise Alvey
NOTARY PUBLIC
State of South Carolina
My Comm. Expires
September 29, 2019

STATE OF SOUTH CAROLINA)
)
 COUNTY OF FLORENCE) AFFIDAVIT

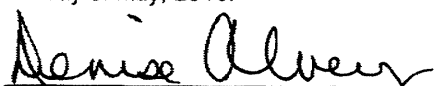
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. Property bearing Florence County TMS #00183-01-120 was transferred by Berkshire Investments, LLC to Richard D. Walden and Daisy H. Walden, JTROS.
3. The deed is
 - (a) ___ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ___ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X exempt from the deed recording fee because deed is for only \$5.00.

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ___ or No ___

4. Check one of the following if either item 3(a) or item 3(b) above has been checked:
 - (a) ___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of
 - (b) ___ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check Yes ___ or No ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes", the amount of the outstanding balance of this lien or encumbrance is \$ _____
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here:
 - (b) Place the amount listed in item 5 above here:
 - (c) Subtract line 6(b) from Line 6(a) and place result here:
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: N/A
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this
 3rd day of May, 2016.



Notary Public for South Carolina
 My Commission Expires: 9-29-19
 Notary's printed name: Denise Alvey



B. Kendall Hiller/M. Glenn Odom/S. Porter Stewart, II
 Responsible Person Connected with the Transaction

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2025CP2101885

Reverend Gloria Darrell,

Plaintiff(s),

vs.

Daisy H. Walden,

Defendant(s).

ANSWER
(Jury Trial Demand)

The Defendant, Daisy H. Walden, responding to the Complaint of the Plaintiff would respectfully allege as follows:

FOR A FIRST DEFENSE

(By Way of Rule 12(b)(6) Motion to Dismiss
for Failure to State a Claim)

1. Pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, the Defendant files this Answer in the alternative to the previously filed Rule 12(b)(6) Motion to Dismiss. Nothing in this Answer shall be construed to waive the right of the Defendant to raise a Rule 12(b)(6) Motion, which was made prior to the filing of a responsive pleading.

FOR A SECOND DEFENSE

(By Way of Affirmative Defenses)

I. Background (In Support of Affirmative Defenses)

2. On or around March 4, 2013, Defendant Daisy H. Walden, in her capacity as President of Berkshire Investments, LLC, allegedly signed a Promissory Note ("Note") in consideration of loan proceeds in the amount of \$70,000.00. The Note called for

repayment of \$170,000.00, thirty (30) days from the date of the Note. \$100,000.00 of the repayment amount was stipulated interest and fees.

3. On or around November 19, 2015, the Plaintiff to this action initiated proceedings against the Defendant to this action, in her individual capacity, in efforts to collect the alleged debt associated with the Note. The 2015 action resulted in Plaintiff Daisy H. Walden allegedly executing a Confession of Judgement which has been made part of this action. Upon information and belief, Plaintiff Walden was not represented by legal counsel at the time she allegedly signed the Note, nor the Confession of Judgement.

II. Affirmative Defenses

4. The Defendant affirmatively sets forth the defenses of accord and satisfaction, payment, offer of payment, tender, condemnation, contributory negligence, comparative negligence, laches, misrepresentation, contract, agreement, bad faith, fraud, mutual mistake, rescission, lack of consideration, default, breach of contract, offset, setoff, truth, privilege, notice, consent, opinion, injury by fellow servant, unconscionability (S.C. Code Ann. § 37-5-108), unclean hands, release, waiver, estoppel, misuse, non-holder in due course, violation of public policy, statute of frauds, unfair trade practices (S.C. Code Ann. § 39-5-10, et seq.), usury (S.C. Code Ann. § 34-31-10, et seq.), duress, undue influence, piercing the corporate veil (S.C. Code Ann. § 33-44-303), failure to follow statutory requirements of S.C. Code Ann. 15-35-350, and any other matters constituting an avoidance or affirmative defense that may develop through the discovery process.

FOR A THIRD DEFENSE

(By Way of Answer)

5. Each and every allegation of the Plaintiff's Complaint not specifically admitted, modified, or explained is denied and strict proof is demanded thereof.
6. Responding to Paragraph 1, Defendant admits the allegations contained therein.
7. Responding to Paragraph 2, Defendant admits that Defendant was a resident of the Town of Effingham, County of Florence, State of South Carolina. To the extent that the allegations may contain legal conclusions or determinations as to current residency, Defendant denies the allegations.
8. Responding to Paragraph 3, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained therein, and therefore, deny the same, and demand strict proof thereof.
9. Responding to Paragraphs 4 through 6, Defendant admits the allegations contained therein.
10. Responding to Paragraphs 7 through 8, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained therein, and therefore, deny the same, and demand strict proof thereof.
11. Responding to Paragraphs 9 through 10, Defendant admits the allegations contained therein.
12. Responding to Paragraph 11, Defendant repeats and realleges all the preceding paragraphs of this Answer as if set forth fully herein.
13. Responding to Paragraph 12, Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained therein, and therefore, deny the same, and demand strict proof thereof.

14. Responding to Paragraphs 13 through 16, Defendant denies the allegations contained therein.

15. Responding to the “Wherefore” Paragraph, Defendant denies the allegations contained therein.

JURY DEMAND

The Defendant demands a trial by jury on issues so triable.

WHEREFORE, having fully responded to the Complaint of the Plaintiff, the Defendant respectfully prays that the Court dismiss the action of the Plaintiff, and award the Defendant actual, punitive, treble, and other damages consistent with its prayers for relief and for such other and further relief as the Court deems just and proper.

Florence, South Carolina

September 23, 2025

/s/ Charles B. Holbrooks, III
CHARLES B. HOLBROOKS, III
SC Bar No.: 105521
Finklea, Hendrick & Blake, LLC
814 West Evans Street
Post Office Box 1317
Florence, SC 29503-1317
Phone: (843) 317-4900
Fax: (843) 317-4910
cholbrooks@finklealaw.com
Attorney for Defendant

**STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE**

Reverend Gloria Darrell,

Plaintiff(s),

vs.

Daisy H. Walden,

Defendant(s).

**IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2025CP2101885**

**MOTION TO DISMISS PURSUANT
TO RULE 12(b)(6) AND
S.C. CODE § 15-35-350**

COMES NOW Defendant, by and through undersigned counsel, and respectfully moves this Court, pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure and S.C. Code Ann. § 15-35-350, to dismiss Plaintiff's Complaint seeking enforcement of a purported Confession of Judgment.

Plaintiff's Complaint is predicated upon a Confession of Judgment that fails to comply with the statutory requirements of S.C. Code Ann. § 15-35-350. Because the confession is defective on its face, the Complaint does not state a claim upon which relief can be granted and is subject to dismissal pursuant to Rule 12(b)(6), SCRCPP.

Requirements of S.C. Code Ann. § 15-35-350 require, among other things, that a confession of judgment:

1. Be in writing and signed by the defendant;
2. State the amount for which judgment may be entered; and
3. **"(S)tate concisely the facts out of which the debt arose and show that the sum confessed therefor is justly due or to become due."**

Here, the confession relied upon by Plaintiff fails to restate the underlying facts giving rise to the alleged debt. It does not identify the transaction, true nature of the consideration, or factual basis for the obligation, nor does it demonstrate that the amount confessed is “justly due” within the meaning of the statute. The mere reference to the promissory note, and details of interest therewith, should be deemed insufficient to be in compliance with statutory requirements. Further, in this case, the parties find themselves in a position which surely exemplifies at least some portion of the legislative intent behind said requirement. Reference being had to extraneous pleadings and forthcoming evidence to further detail, the Defendant lacks the capacity to recall the facts giving rise to the confession, thereby leaving the Defendant’s proposed Guardian ad Litem absolutely nothing of substance to rely on indicating this debt is justly due, aside from a promissory note of questionable validity itself and not yet made part of this case’s pleadings.

A confession of judgment that omits the underlying facts is void and unenforceable. South Carolina courts have consistently required strict compliance with statutory mandates governing such extraordinary remedies. Where, as here, the confession is defective, it cannot support a valid cause of action in foreclosure or otherwise.

WHEREFORE, for the foregoing reasons, Defendant respectfully requests that this Court:

- a. Dismiss Plaintiff’s Complaint with prejudice;
- b. Declare the purported confession of judgment invalid for failure to comply with S.C. Code Ann. § 15-35-350; and
- c. Grant such other and further relief as the Court deems just and proper.

Signature Page to Follow

September 23, 2025

Florence, South Carolina

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Attorney for Defendant

**STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE**

Reverend Gloria Darrell,

Plaintiff(s),

vs.

Daisy H. Walden,

Defendant(s).

**IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2025CP2101885**

**MOTION TO APPOINT
GUARDIAN AD LITEM**

COMES NOW the Defendant, by and through undersigned counsel, and respectfully moves this Court, pursuant to Rule 17(c) of the South Carolina Rules of Civil Procedure (SCRCP), for the appointment of a Guardian ad Litem to represent the Defendant in this action. Pursuant to Rule 11(a), SCRCP, Defendant's Counsel certifies that prior to the filing of this motion he attempted to communicate the contents with Opposing Counsel. Communication could not be timely had prior to filing.

In support of this motion, Defendant would show unto the Court the following:

1. Defendant is named as a party to this action.
2. Defendant presently lacks the mental capacity to understand the nature and object of these proceedings, to consult meaningfully with counsel, or otherwise to make decisions necessary for the defense of this case.
3. Rule 17(c), SCRCP, provides that when an incompetent person is a party to an action and does not have a duly appointed representative, the Court shall appoint a

Guardian ad Litem for the purpose of defending the action on behalf of such person.

4. Defendant does not have a duly appointed guardian or conservator at this time.
5. Defendant's daughter, Lorraine Onfroy-Dean, is a responsible adult, holds valid Power of Attorney over Defendant (Power of Attorney is recorded in the Office of the Clerk of Court for Florence County in Book 1055 at Page 261), is not a party to this action, and has no interests adverse to those of the Defendant. She is willing and able to serve as Guardian ad Litem to protect and advance the best interests of the Defendant in this litigation.

WHEREFORE, Defendant respectfully requests that this Court:

1. Appoint Lorraine Onfroy-Dean as Guardian ad Litem for the Defendant pursuant to Rule 17(c), SCRCF; and
2. Grant such other and further relief as the Court may deem just and proper.

September 23, 2025

Florence, South Carolina

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**STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE**

Reverend Gloria Darrell,

Plaintiff(s),

vs.

Daisy H. Walden,

Defendant(s).

**IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2025CP2101885**

**MOTION TO VACATE
ORDER OF REFERENCE**

COMES NOW, the undersigned, on behalf of Defendant, Daisy H. Walden, and respectfully moves this Honorable Court, pursuant to Rule 38, SCRPC, and Rule 53, SCRPC, for an Order vacating the prior Order of Reference and restoring the above-captioned matter to the active docket of the Court of Common Pleas. Pursuant to Rule 11(a), SCRPC, Defendant's Counsel certifies that prior to the filing of this motion he attempted to communicate the contents with Opposing Counsel. Communication could not be timely had prior to filing.

This matter was referred to the Master-in-Equity by Order of Reference, entered September 3, 2025, upon motion of Leonard R. Jordan, Jr., Attorney for Plaintiff. The Defendant is not in default, and the Defendant did not consent to the reference. Since that referral, it has become clear that this case presents substantial issues that are properly reserved for determination by a jury, including but not limited to, concerns regarding fairness, judicial economy, and proper exercise of jurisdiction.

Under Rule 38(a), SCRPC, "The right of trial by jury as declared by the Constitution or as given by a statute of South Carolina shall be preserved to the parties

inviolate. Issues of fact in an action for the recovery of money only or of specific real or personal property must be tried by a jury, unless a jury trial be waived.”

WHEREFORE, Daisy H. Walden, by and through counsel, respectfully requests that this Court enter and Order:

1. Vacating the prior Order of Reference to the Master-in-Equity;
2. Restoring the above-captioned matter to the active docket of the Court of Common Pleas; and
3. Granting such other and further relief as this Court deems just and proper.

September 23, 2025

Florence, South Carolina

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STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-21-01885

Reverend Gloria Darrell,)
))
Plaintiff,)
))
-vs-)
))
Daisy H. Walden,)
))
Defendant.)
_____)

**PLAINTIFF’S MOTION FOR
SUMMARY JUDGMENT**

Plaintiff, Reverend Gloria Darrell (“Plaintiff”), by her undersigned counsel, hereby moves for summary judgment, pursuant to Rule 56, SCRCF, against Defendant, Daisy H. Walden (“Defendant”), showing the Court as follows:

I. INTRODUCTION AND STATEMENT OF FACTS

Plaintiff’s Complaint seeks to foreclose a judgment (“Confession of Judgment”) given to Plaintiff by Defendant in 2016. The foreclosure involves the Defendant’s real property in Florence County known as 2212 Poor Farm Road, Effingham, SC 29541. There is no denial that Defendant is the sole owner of this property, which previously served as her primary residence.

In response to the Complaint, Defendant filed an Answer in which she admits the filing of the Confession of Judgment but denies that she executed the Confession of Judgment and that it constitutes a lien upon the subject real property. Instead of stating facts in support of her denials, Defendant simply claims to be “without information or knowledge to form a belief as to the truth of the allegations.”

Defendant’s response is devoid of evidentiary support and is immaterial at the Summary Judgment stage. Accordingly, Plaintiff respectfully requests that this Court grant her Motion for Summary Judgment to allow her to collect on her judgment debt without delay.

II. AFFIDAVIT OF PLAINTIFF'S COUNSEL

The undersigned counsel for Plaintiff issued on October 6, 2025, an Affidavit of Plaintiff's Counsel in Support of Motion for Summary Judgment, which is attached hereto and served herewith.

III. ARGUMENT AND CITATION OF AUTHORITY

Plaintiff has set forth prima facie evidence in support of her Motion, and Defendant cannot "rest on mere allegations and denials contained in the pleadings" in the face of an adversary's summary judgment evidence and testimony. *Regions Bank v. Schmauch*, 354 S.C. 648, 660, 582 (Ct. App. 2003). Rather, in order to avoid summary judgment, the non-movant "must come forward with specific facts showing there is a genuine issue for trial." *Schmidt v. Courtney*, 357 S.C. 310, 317, 592 S.E.2d 326, 330 (Ct. App. 2003).

IV. CONCLUSION

Wherefore, Plaintiff asserts that: (i) the uncontroverted evidence of record establishes an unpaid Confession of Judgment (attached), which is enforceable against Defendant by Plaintiff; and (ii) Defendant's response is devoid of legal merit and evidentiary support. Accordingly, Plaintiff respectfully requests that this Court grant her Motion for Summary Judgment and grant the relief of foreclosure, as requested by her Complaint.

Columbia, South Carolina
October 6, 2025

s/Leonard R. Jordan, Jr.
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Attorney for Plaintiff, Reverend Gloria Darrell

**STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE**

**IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2025CP2101885**

Reverend Gloria Darrell,

Plaintiff,

vs.

Daisy H. Walden,

Defendant.

**NOTICE OF MOTION AND
MOTION TO RECONSIDER**

**TO: The Honorable Hague Porter, Master-in-Equity and Leonard Jordan,
Attorney for the Plaintiff:**

YOU WILL PLEASE TAKE NOTICE that the undersigned as attorney for the Defendant will move on the tenth day of service or at such other time as may be set by the Court, pursuant to SCRCP, Rules 59(e), 60(b), and other such Rules and law as may be proper, requesting the Court alter, amend, and reconsider its Order dated October 27, 2025.

The grounds for this motion are stated as follows:

ARGUMENT

The Court should reconsider and/or vacate its Order pursuant to Rules 59(e), Rule 60(b), SCRCP and other law as argued herein.

**1. THE CONFESSION OF JUDGMENT IS NOT STATUTORILY
COMPLIANT.**

A. Applicable Law

i. Legislative Intent

"It is well-established that "[t]he cardinal rule of statutory construction is to ascertain and effectuate the intent of the legislature." *Grier v. AMISUB of S.C. Inc.*, 397 S.C. at 535, 725 S.E.2d at 695 (2012)(quoting *Hodges v. Rainey*, 341 S.C. 79, 85, 533 S.E.2d 578, 581 (2000)). "What the General Assembly says in the text of the statute is the best evidence of its intent, and this Court is bound to give effect to the legislature's expressed intent." *Aiken v. S.C. Dep't of Revenue*, 429 S.C. 414, 419, 839 S.E.2d 96, 99 (2020). "Where the statute's language is plain and unambiguous, and conveys a clear and definite meaning, the rules of statutory interpretation are not needed and the court has no right to impose another meaning." *Lambries v. Saluda Cnty. Council*, 409 S.C. 1, 10–11, 760 S.E.2d 785, 790 (2014)(quoting *Media Gen. Commc'ns, Inc. v. S.C. Dep't of Revenue*, 388 S.C. 138, 148, 694 S.E.2d 525, 530 (2010)).

ii. Confession of Judgment

"Before a judgment by confession shall be entered a statement in writing must be made and signed by the defendant and verified by his oath to the following effect:(1) It must state the amount for which judgment may be entered and authorize the entry of judgment therefor;(2) If it be for the money due or to become due, it must state concisely the facts out of which it arose and must show that the sum confessed therefor is justly due or to become due;..." S.C. Code § 15-35-360.

"It is certainly well settled in this state that a description of a note, without a statement of the indebtedness for which the note was given, is not sufficient to sustain a confession before the clerk. See *Weinges v. Cash*, 15 S.C. 44, and *Ex parte Carroll*, 17 S.C.

446.” *Woods v. Bryan*, 41 S.C. 74, 19 S.E. 218 (S.C. 1894), 219. “And long ago the cognovit method was described by the Chief Justice of New Jersey as ‘the loosest way of binding a man's property that ever was devised in any civilized country.’” *Alderman v. Diament*, 7 N.J.L. 197, 198 (1824). 31 124 *Overmyer Co Inc of Ohio v. Frick Company* 8212, 405 U.S. 174, 92 S.Ct. 775 (1972), 176.

“(T)here is another fatal objection to the confession of judgment. It does not comply with the requirements of section 400 *Lynch's Code* (now section 384), inasmuch as it does not state the facts out of which the debt arose, which it was given to secure. As we have said in the recent case of *Ex parte Carroll*, 17 S. C. 450: “The judgment in question derives its origin from a special statutory provision, and to make it valid the requirements of the statute must be strictly complied with. *Freeman on Judgments*, § 543. *** The object of the statement required by the code is to protect creditors against fraudulent confessions of judgment by giving them such information as will enable them, by inquiry, to ascertain whether the alleged indebtedness is bona fide or pretensive and fraudulent, and if the statement fails to furnish such information, then the judgment based upon it must be regarded as fraudulent and void as to other creditors even though it may be valid as between the parties to it who may be estopped from questioning its validity.”” See also the case of *Weinges v. Cash*, 15 S. C. 61, where this subject is discussed. *Kohn v. Meyer*, 19 S. C. 190 (S.C. 1883), 198.

B. Analysis

i. Concise Statement of Facts

Based on the plain language of S.C. Code Ann. §15-35-360, a confession of judgment must be compliant with the statutory provisions. Such is not the case here and this court erred by failing to ensure the provisions of the statute were followed.

Here, this Court found the statement of facts contained in the Defendant's alleged confession to be valid. This ruling lies in stark contrast with longstanding South Carolina precedent. *Woods v. Bryan* is unambiguous in the fact that reference to a promissory note alone is insufficient. Arguably, much of the statutory intent lies in providing notice of the facts to indicate the validity of the debt giving rise to the Confession. In the present case, in addition to this, I believe an alternative legislative intent is also at play. Court filings indicate that the direction of loan proceeds was paid, beyond entirety, to a corporation based in Nigeria for the purpose of chartering an oil tanker. Failure to include that statement of facts related to the purpose of the loan allows the Plaintiff to claim a lack of knowledge as to the direction and disbursements of loan proceeds. This begs the question, should a Plaintiff be allowed to claim ignorance as to the details of a Confession in a subsequent action to foreclose based on the same? However, the speculative nature of that question need not be answered as the statute is clear and the above citation of *Kohn v. Meyer* mandates strict compliance with the statute.

Here again, statutory compliance fails because the subject Confession does not contain a concise statement of facts, and the statute, along with supporting case law, mandates a finding that the subject Confession is invalid.

To briefly address a caveat that exists as to voiding against third-parties, case law is somewhat ambiguous. There are multitudes of examples which clarify this Confession is void in entirety. This is further supported by the statutory requirements' unambiguous demand for strict compliance. However, should this Court determine not to vacate its finding of the sufficiency of the statement of facts, the Confession still fails.

ii. **Verification by Oath**

Here, this court recognized defects and deficiencies with the Confession of Judgment. Recognizing deficiencies is equivalent to determining the Confession does not comply with the statutory provisions. The recognition of deficiency without a determination of non-compliance creates an conflict within the Court's Ruling. The Confession was not made under oath as required. The verification by oath antedated the Confession itself. This Court took notice of the same. It was error with these obvious admitted defects not to invalidate the Confession. Additionally, it was error for the Court to purport that the signature on Page 1 appearing to be the same antedated signature on Page 2 has any bearing on the validity of the statutorily required verification by oath. See S.C. Code Ann. §15-35-360(2). Based on S.C. Code Ann. § 26-1-90, a notary public may perform oaths and affirmations. However, the notarial act **must** be attested by the legible appearance of the notary's name (emphasis added). In other words, typed or printed. That is not present on the subject Confession. Thus, the verification statutorily fails. Further, a notary **shall not** notarize a signature on a blank or incomplete document (emphasis added).

Here, the notary public did just that. The same is admitted in correspondence filed by Plaintiff's counsel. A Confession of Judgment fails to contain the required verification by oath if the oath was taken prior to a material change on the document being verified.

The statute does not call for a judicial determination as to the signature on the Confession matching the signature on the verification, and the same would not be dispositive as to validity based on law or statute. The statute requires that the Confession must concisely state the facts from which the alleged debt arose and be verified by the Defendant's oath, and it was error on the part of the trial court not to require compliance.

iii. **Linda Mc. Co. v. Shore Analysis**

Plaintiff's counsel raised an alternative view based on the case *Linda Mc. Co. v. Shore*. In relevant part, the citation offered referenced the following excerpt, "The Judgment was made in writing and signed by the Shores and verified by their oath. Post-Judgment interest accrued as a matter of law. The Judgment satisfies the statutory requirements." Defense Counsel noted that the cited appellate decision was appealed to the South Carolina Supreme Court, and, in some part, overruled. While this is true, it is not relevant to the issue before this Court, so I would simply argue the following:

In *Linda Mc. Co., Inc.*, the disputed claims related to represented parties, both of whom were seemingly well-informed and entrenched in medium-to-large scale commercial operations. Plaintiff's counsel did note the facts were different but neglected to mention that the argument against the validity in that case related to an expressly permissive clause allowing that the Company "may" file an affidavit setting forth the amount of the Judgment. I believe this distinction acts to assist Defendant's argument.

Here, in the present case, Defendant argues that strictly construed requirements were not adhered to, thereby invalidating the Confession. In a sense, Plaintiff attempts to contest longstanding, settled law requiring strict statutory compliance by presenting a case that indicates a Judgment complied with statutory requirements because the argument hinged

on a permissive clause rather than a mandatory clause. The *Linda Mc.* decision is in contrast with the action before this Court.

iv. Recent Interpretation

Plaintiff's counsel further suggested prudence in presenting more recent examples. For that reason, I present, as an attachment to this motion, offered for persuasive purposes and indication of the extreme relevance of previously cited case law, a recent order from the Charleston County Court of Common Pleas that bears a striking resemblance to the argument presented here. *Pinnacle Bank, as Successor in Interest to Southcoast Community Bank v. Arthur E. Perry* (Charleston County Court of Common Pleas Case No. 2022-CP-10-03888).

In this case, the action was initiated by filing a previously executed Confession of Judgement. Defendant filed a Motion to Vacate which was denied. Upon reconsideration, the Defendant's motion was granted and the Confession was vacated, and null and void.

Making reference to identical case citations used by Defendant in the action before this Honorable Court, the Confession in the cited case was vacated for failure to comply with statutory provisions requiring a concise statement of facts from which the indebtedness arose and lack of compliance with the requirement that the defendant's statement is verified by his oath.

In the cited case, the Court's initial determination was that the argument made in the Motion to Vacate was inequitable. Ultimately, the Court reconsidered its position and determined that strict adherence to the statute is paramount in determining the validity of a confession of judgement. Here, Defendant prays this Court make the same determination.

2. THE COURT ERRED IN GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT.

A. Applicable Law

SCRCP Rule 8(b) states, “A party shall state in short and plain terms the facts constituting his defenses to each cause of action asserted and shall admit or deny the averments upon which the adverse party relies. If he is without knowledge or information sufficient to form a belief as to the truth of an averment, he shall so state and this has the effect of a denial. Denials shall fairly meet the substance of the averments denied. When a pleader intends in good faith to deny only a part or a qualification of an averment, he shall specify so much of it as is true and material and shall deny only the remainder...” SCRCP Rule 8(c) states, “In pleading to a preceding pleading, a party shall set forth affirmatively the defenses: accord and satisfaction, arbitration and award, assumption of risk, condonation, contributory negligence, discharge in bankruptcy, duress, fraud, illegality, injury by fellow servant, laches, license, misrepresentation, mistake, payment, plene administravit or the administration of the estate is closed, recrimination, release, res judicata, statute of frauds, statute of limitations, waiver, and any other matter constituting an avoidance or affirmative defense...”

B. Analysis

Plaintiff's Summons and Complaint was filed July 14, 2025. The date of service on the incapacitated Defendant is not certain. After good faith communications by and between counsel for the Plaintiff and Defendant, Defendant filed an Answer on September 23, 2025. Contemporaneously, Defense counsel caused a Motion to Appoint a Guardian ad Litem (Nisi) to be filed on September 23, 2025. Following oral argument, this Court

ordered appointment of a Guardian ad Litem Nisi on October 9, 2025. Prior to oral argument, on October 6, 2025, Plaintiff motioned this Court for Summary Judgment. Defendant answered the Complaint in accordance with SCRCP Rule 8(b) by denying claims to the best of her ability based on the cognitive status of the named Defendant and prior to appointment of a Guardian ad Litem Nisi. Defendant further offered a variety of affirmative defenses in her Complaint, again, in accordance with Rule 8.

At the October 9, 2025 hearing, subsequent to Plaintiff's Motion for Summary Judgment, Defense argued a 12(b)(6) Motion to Dismiss prior to presenting the merits of the case, as Defense counsel had extremely limited time to investigate a substantive matter without the benefit of Defendant's assistance. Over the course of Defense counsel's investigation, it was discovered that funds were purportedly transferred for the benefit of a company based in Nigeria, for the purpose of chartering an oil tanker. Defendant's previous legal counsel at the time of these disbursements believed the Defendant was being "hoodwinked."

At the time of these transactions, the Defendant had an unrelated third-party residing in her home which the Guardian ad Litem Nisi has evidence to present of this party's interest in these transactions, along with evidence of fraud, duress, undue influence, and coercion related to all matters involving the Defendant at that time. In addition, there exists evidence that a New York attorney named Marjory Cajoux received a letter showing record of disbursements and some indication that Ms. Cajoux may have represented the interests of the Plaintiff at that time, which would stand in contest to prior suggestions that the Plaintiff had no knowledge of the factual basis of this loan.

Limited time existed to contact or attempt to subpoena witnesses. On two occasions of Court appearances, Defense counsel was led to believe the Plaintiff would be present to examine or cross-examine. Plaintiff failed to appear at either opportunity. As noted in Defendant's Answer, Defense counsel raised defenses, including but not limited to, unclean hands, unconscionability, usury, duress, and undue influence.

Plaintiff argues in her motion that Defendant's response is devoid of legal merit and evidentiary support. This is simply not the case here. Defendant was afforded merely six (6) full working days following the appointment of Guardian ad Litem Nisi to gather evidence, discuss the case, contact parties with information related to the case, attempt to issue subpoenas, craft a defense, and undertake other matters required of mounting a fair and competent defense on behalf of his client. In this time, prior to the October 20, 2025 hearing, Defendant awaited a ruling from this Court on her 12(b)(6) Motion to Dismiss that was taken under advisement, but the ruling never issued.

Thus, the Defendant was not afforded due process under the Fourteenth Amendment of the United States Constitution. The Defendant was not afforded the right to be heard for a substantive denial of Plaintiff's allegations or to present evidence and testimony in support of her defenses. The Defendant was not afforded the right to receive proper discovery, conduct depositions, serve interrogatories, or serve requests for admissions. The Defendant was denied her right to trial by jury though no Motion for Reference was ever served, nor appears to be visible in the case file, and the Defendant had no right afforded to be heard on objection to an Order of Reference, but was denied her Motion to Vacate.

CONCLUSION

The Order should be reconsidered and the Confession should be vacated because the Confession does not comply with the statutory mandates and the Court should not aid a party in failing to comply with specific provisions of law. Alternatively, the Master's Order and Judgment of Foreclosure and Sale should be vacated and this matter should be allowed to proceed on the merits.

November 4, 2025

Florence, South Carolina

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STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
CASE No. 2022-CP-10-03888

**PINNACLE BANK, AS SUCCESSOR TO
SOUTHCOAST COMMUNITY BANK,**

PLAINTIFF,

V.

ARTHUR E. PERRY,

DEFENDANT.

**ORDER GRANTING MOTION
FOR RECONSIDERATION
AND VACATING
CONFESSION OF JUDGMENT**

THIS MATTER came before the Court on Defendant, Arthur Perry's ("Perry") Motion for Reconsideration filed on November 29, 2023, seeking reconsideration of this Court's *Order Denying Defendant's Motion to Vacate Confession of Judgment and Alternative Relief* filed on November 20, 2023 ("Order"). Having reconsidered the matter, for the reasons set forth herein, this Court vacates the Order, and grants Perry's Motion to Vacate Confession of Judgment.

On August 23, 2022, Plaintiff, Pinnacle Bank ("Pinnacle") filed a Confession of Judgment signed on November 2, 2018 ("Confession"). On October 14, 2022, Perry filed a Motion to Vacate Confession of Judgment and Alternative Relief ("Motion to Vacate") asserting the Confession failed to meet the statutory requirements set forth in S.C. Code Ann. 15-35-350 et. seq. and therefore is void.

The South Carolina Legislature enacted specific rules that must be followed with regard to the form and manner of the filing of a confession of judgment. S.C. Code Ann. 15-35-350 et. seq. A confession of judgment must contain a written statement of indebtedness made by the

defendant. S.C. Code Ann. 15-35-360. In the case of *Woods v. Bryan Et Ux*, 44 Am.St.Rep. 688, 19 S.E. 218, 41 S.C. 74 (S.C. 1984) it was noted:

It is certainly well settled in this state that a description of a note, without a statement of the indebtedness for which the note was given, is not sufficient to sustain a confession before the clerk. *See Weinges v. Cash*, 15 S. C. 44, and *Ex parte Carroll*, 17 S. C. 446. In the case of *Carroll*, the present chief justice said: "The defect in the judgment is substantial, not of form merely. If the statement required by the Code was not made, then there was no authority to enter the judgment; and, so far as third persons are concerned, it was without any validity, and absolutely void, " etc. *Id.* at. 220-221.

The subject Confession does not state concisely the facts out of which the alleged indebtedness arose. S.C. Code Ann. 15-35-360(2). This Confession does nothing more than refer to a loan number. No details establishing the indebtedness are set forth. The Confession does not state the date the indebtedness arose, the instrument or origin from which it arose as it applies to Perry, the purpose for the indebtedness or any of the terms of the alleged indebtedness.

Second, the statement does not comply with the requirement that defendant's statement be verified by his oath. S.C. Code Ann. 15-35-360. The Confession was not made under oath nor was it verified. Perry did not swear before a notary public, that the statements were true; that he justly owed the plaintiff the amount stated therein; or that the amount was correct. Rather, a probate was done which states the witnesses were present when "GOGOGREENS LLC" signed. GOGOGREENS LLC being distinctly different than Perry. Lastly, the probate of a witness's signature is not equivalent to a statement made under oath by a defendant.

The Confession of Judgment does not meet the statutory requirements necessary. The defects in the Confession of Judgment render it null and void and therefore should be vacated. NOW THEREFORE, IT IS,

ORDERED, ADJUDGED AND DECREED that:

(a) Defendant, Arthur Perry's Motion for Reconsideration and Motion to Vacate Confession of Judgment are GRANTED; and it is

(b) FURTHER ORDERED, that the Confession of Judgement filed on August 23, 2022, against Perry is VACATED, and null and void.

AND IT IS SO ORDERED.

[Electronic Signature Page to Follow]



Charleston Common Pleas

Case Caption: Pinnacle Bank , plaintiff, et al VS Arthur E Perry

Case Number: 2022CP1003888

Type: Order/Other

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

Electronically signed on 2024-01-12 09:54:26 page 4 of 4

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-21-01885

Reverend Gloria Darrell,)
))
Plaintiff,)
))
-vs-)
))
Daisy H. Walden,)
))
Defendant.)
_____)

**RETURN TO MOTION
TO RECONSIDER**

Plaintiff responds to Defendant's Motion to Reconsider, and she would show this Honorable Court the following:

Rule 60(b), SCRPC

Although Defendant's Motion states that it is made pursuant to Rule 60(b), it fails to address the applicability of that Rule, which provides, in relevant part, as follows:

(b) Mistake; Inadvertence; Excusable Neglect; Newly Discovered Evidence; Fraud, etc.

On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons:

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);
- (3) fraud, misrepresentation, or other misconduct of an adverse party;
- (4) the judgment is void;
- (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application.

The motion shall be made within a reasonable time, and *for reasons (1), (2), and (3) not more than one year after the judgment, order or proceeding was entered or taken. . . .* (emphasis added)

While no formal motion under Rule 60 has been made by Defendant, it appears clear that Defendant's argument, which seeks relief from the Confession of Judgment, which she executed and delivered to Plaintiff, has to do with, and requires compliance with, Rule 60. Her argument, it seems, has to do with subparagraph (b)(1) of Rule 60 and clearly does not involve subparagraph (b)(5). No evidence has been produced by Defendant regarding matters mentioned in subparagraphs (b)(2) and (3). (NOTE: Defendant's Motion indicated that Defendant, through her Guardian ad Litem Nisi, has evidence to present, but no such evidence was presented when the Guardian ad Litem was present at the last hearing.) No evidence has been produced by Defendant regarding the judgment being void under subparagraph (b)(4). While Defendant has argued that Code Section 15-35-360, the statute authorizing judgments by confession, was not complied with, that certainly does not amount to the judgment being void under Rule 60, as "[t]he definition of 'void' under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction." *McDaniel v. U.S. Fid. & Guar. Co.*, 324 S.C. 639, 644, 478 S.E.2d 868, 871 (Ct. App. 1996).

As the Confession of Judgment was filed on January 27, 2016 – almost ten years ago – the time to move for relief from the Judgment expired well over eight years ago.

Authorities Discussing Confession of Judgment

Defendant has cited four appellate cases to support her argument that Plaintiff's Confession of Judgment was not sufficient. Those cases, all of which were decided more than 130 years ago, are as follows:

Weinges v. Cash, 15 S.C. 44 (1881)

Ex parte Carroll, 17 S.C. 446 (1882)

Kohn vs. Meyer, 19 S.C. 190 (1883)

Woods vs. Bryan, 41 S.C. 74 (1894).

From a close reading of these very old cases, it is clear that a judgment by confession “... must state concisely the facts constituting the liability and must show that the sum confessed therefor does not exceed the liability.” It is also clear from each of these cases that this statutory requirement has the purpose of protecting a creditor of the maker/debtor, not of protecting the maker/debtor.

According to *Weinges*, the stated issue was “whether the statement accompanying the confession of judgment, assailed in this case, and upon which it was based, was sufficient to give the judgment validity *as to third persons*.” (emphasis added) That issue was raised by Conrad M. Weinges, another judgment creditor of Robert G. Ellerbe, the maker of the subject confession of judgment issued to Allan E. Cash.

In *Carroll*, which involved a motion by James P. Carroll, a junior judgment creditor of D. H. Tompkins, to set aside a judgment confessed by D. H. Tompkins to L. R. Tompkins, the Court found that,

The object of the statement required by the code is *to protect creditors* against fraudulent confessions of judgment, by giving them such information as will enable them, by inquiry, to ascertain whether the alleged indebtedness is bona fide or pretensive and fraudulent, and if the statement fails to furnish such information, then the judgment based upon it must be regarded as fraudulent and void *as to other creditors, even though it may be valid as between the parties to it, who may be estopped from questioning its validity*. (emphasis added)

Defendant’s Motion quotes from *Carroll*, declaring that an insufficient statement makes the confession of judgment “void as to other creditors even though it may be valid as between the parties.” (emphasis added)

The Court in *Kohn*, which was a suit brought by Morris Kohn, a creditor of E. M. Meyer, to set aside a judgment confessed by E. M. Meyer to his father, A. W. Meyer, determined that, “. . . the failure to make the statement as required by the (predecessor to §15-35-360) is not a mere

irregularity, but renders the judgment *void as to creditors . . . for as to them it is no judgment . . .*” (emphasis added)

In *Woods*, a mortgage foreclosure suit, wherein mortgage creditor, C. A. Woods, disputed the earlier-filed judgment confessed by M. Q. Bryan to Francis W. Kerchner, the Court (after quoting from *Carroll*: “If the statement required by the Code was not made, then there was no authority to enter the judgment, and, *so far as third persons are concerned*, it was without any validity, and absolutely void”) held, “. . . that the judgment had not been obtained according to law, and was absolutely void – certainly *as against all but the parties to the record and their privies*.” (emphasis added)

It is clear that these old cases stand for the proposition that the purpose of the statutorily-required “concise statement of facts” is to protect creditors of the maker of the confession of judgment, not the maker.

A fifth appellate case, *Linda Mc Co. v. Shore*, 375 S.C. 432 (2007), was also cited by Defendant, as it was first raised by Plaintiff’s counsel. In that case, which was a suit by Linda Mc Company, Inc., the holder of the confession of judgment, which was given to it by the Shores, the Court of Appeals directly addressed Section 15-35-360, and it found that,

The Judgment sets forth that the Shores owe ‘\$110,000, plus costs and reasonable attorney’s fees incurred by Plaintiff in enforcing the Guaranty.’ The Judgment was made in writing and signed by the Shores and verified by their oath. Post-judgment interest accrued as a matter of law. The Judgment satisfies the statutory requirements. (emphasis added)

The *Linda Mc Co.* case was also heard and decided by the Supreme Court, and its final decision is found at 390 S.C. 543 (2010). That Court held that,

The judgment complies with the statutory requirements of section 15-35-360 because it was made in writing, signed by Petitioners, and verified by their oath. Moreover, the lack of an affidavit does not render the judgment void under Rule 60, SCRCP, because the absence of an affidavit has no bearing on the subject matter

jurisdiction of the court. Hence, because the judgment satisfies section 15-35-360 and the submission of an affidavit was permissive and not mandatory, the court of appeals correctly held the judgment was not invalid for lack of an affidavit. (emphasis added)

CONCLUSION

As between Plaintiff and Defendant (the parties to the Confession of Judgment), there can be no confusion over their respective intentions. In fact, no issue has been raised by Defendant that there was any misunderstanding or confusion on her part with regard to the purpose of the document.

Importantly, any dispute raised by Defendant contesting the Confession of Judgment is tardy by well over eight years. Where as here, a party seeks to be relieved from a judgment, Rule 60 is applicable. Defendant has avoided addressing this Rule, as she failed to contest the subject Judgment well beyond the maximum time afforded to do so. For that reason alone, the Confession of Judgment cannot be contested, and the entry of the Judgment of Foreclosure and Sale is an appropriate means of enforcing the Confession of Judgment.

Respectfully submitted,

s/Leonard R. Jordan, Jr.
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 Attorney for Plaintiff

Columbia, South Carolina
 November 11, 2025

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

Reverend Gloria Darrell,

Plaintiff,

vs.

Daisy H. Walden,

Defendant.

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2025CP2101885

DEFENDANT'S RESPONSE TO
PLAINTIFF'S RETURN TO
MOTION TO RECONSIDER

Defendant responds to Plaintiff's Return to Motion to Reconsider as follows:

RULE 59(E) AND RULE 60(B), SCRPC

Defendant's Motion was made pursuant to Rule 59(e) and Rule 60(b). The phrase "Motion to Reconsider" is colloquial shorthand for a Rule 59(e) Motion to Alter or Amend Judgement.

Here, Defendant sought to make clear in her Motion that the Order from this Court should be reconsidered for the reasons contained therein, specifically, Plaintiff's failure to comply with the statutory provisions of S.C. Code Ann. § 15-35-360. The applicability of Rule 60(b) lies solely with the action before this Court. Defendant would largely concede that the time to bring a Motion under Rule 60(b) has expired as it relates to the 2015 action in which the Confession was filed.

The primary argument of the Defendant, as it relates to Rule 60(b), is that the judgment in this case is void. Plaintiff's Reply argues that Defendant's argument "certainly does not amount to the judgement being void under Rule 60." Defendant disagrees. In accordance with the cited definition of void, Defendant summarily made multiple arguments that she was not afforded due process in the penultimate paragraph of her

Motion. Plaintiff's Reply defined the word void as it relates to Rule 60 but failed to address Defendant's due process argument.

Further, Rule 60(b)(4) applies to judgments from courts which lacked subject matter jurisdiction or personal jurisdiction. The Confession of Judgment that the judgment in this case is based on was void, *ab initio*. Disregarding any applicable statute of limitations concerns for the sake of argument, there would be no jurisdictional contest to make if this action was based around the alleged subject debt itself. Such is not the case here. The Complaint was based on the Confession. The Confession is void for failure to comply with the statute. No Court of this State would have jurisdiction over such a matter.

Thus, Defendant argues that Plaintiff is incorrect to say that the judgment in this case is not void under Rule 60. The Confession does not comply with statutory requirements meaning this Court, or any Court, would indeed lack jurisdiction over a case seeking to foreclose upon a void Confession.

AUTHORITIES DISCUSSING CONFESSION OF JUDGEMENT

Defendant largely rests on her Motion to address the cited case law. While the issue before this Court may be ripe for modern interpretation by the Supreme Court of South Carolina, age does not invalidate settled law.

The case law which was cited by Defendant in her Motion seeks to purvey the concept of strict compliance and clarify that reference to a promissory note alone, which was the case here, is insufficient. Defendant went so far as to notate the caveat of references to third parties. In looking to the statute, the statute is mandatory, not permissive.

Linda Mc. is irrelevant to this case for the reasons cited in Defendant's Motion. The Court in *Linda Mc.* found that the statutory provisions were complied with and the language in question was permissive, which is why it had no bearing on the validity of the Confession. Unfortunately, we lack the benefit of the complete picture in *Linda Mc.* because we seemingly do not receive access to the Confession's exhibits or the complete language of the Confession. The Court also notes that the argument centered around a permissive clause written into the Confession, not a mandatory statutory provision. The case before this Court is easily distinguished because we have the benefit of the complete Confession and see that it does not comply with mandatory statutory provisions.

CONCLUSION

Solely responding to the Plaintiff's Reply and relying on Defendant's Original Motion to Reconsider for what was not addressed, while Defendant has previously addressed multiple issues around the time the Confession was signed by an unrepresented and influenced Defendant, that argument is subsequent to the failure of the subject Confession. This Court should have no reasonable need for further argument, speculation, or evidence beyond the invalid and void subject Confession before it.

Plaintiff seeks to conflate Defendant's argument that this action cannot be sustained on a void Confession by suggesting Defendant's partial reliance on Rule 60 is inapplicable. Defendant has made no effort to relitigate or Motion this Court in relation to a 2015 action. Defendant argues that relitigating the 2015 action is unnecessary because the Confession lacked validity at that time, as it does now, and cannot sustain this action for foreclosure.

Defendant revives her prayer that this Court reexamine the longstanding, settled law, vacate the previous Order of this Court, rely on the clear intent of the legislature, and refuse to aid a party in failing to comply with specific provisions of the law.

November 12, 2025

Florence, South Carolina

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STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

Gloria Darrell,

Plaintiff,

vs.

Daisy H. Walden,

Defendant.

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2025-CP-21-01885

MOTION TO STAY EXECUTION

COMES NOW the Defendant-Appellant, Daisy H. Walden, who, pursuant to S.C. Code Ann. § 18-9-130, moves for an order staying the judgments entered in the above-captioned matter. In support thereof, Defendant-Appellant represents as follows:

1. This Court's Order of October 27, 2025 ordered judgment of foreclosure and sale.
2. Defendant filed Notice of Appeal of this Order, thereby becoming Defendant-Appellant.
3. Petition for rehearing shall be timely filed before the Appellate Court.
4. Defendant-Appellant requests a stay through the appellate process.

WHEREFORE, Defendant-Appellant, Daisy H. Walden, respectfully requests this Court to stay enforcement of the judgment pending the outcome of the appeal and final resolution of the issues raised therein.

December 1, 2025

Florence, South Carolina

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State of South Carolina
County of Florence

In Common Pleas Court

Reverend Gloria Darrell,
plaintiff,
v. 2025-CP-21-01885

Daisy H. Walden,
defendant.

Summary Judgment Motion Hearing held before:
Honorable Haigh Porter,
Florence County Master-In-Equity Special Referee

Monday, October 20, 2025
181 N. Irby Street, Courtroom 3-C
Florence, South Carolina
10:00 a.m. - 11:22 a.m.

Q & A Court Reporting Services
Post Office Box 4563 (29502)
181 E. Evans St., Suite 203 (29506)
Florence, South Carolina
telephone: (843) 673-9845
e-mail: Info@qacourtreportingonline.com
visit: www.qacourtreportingonline.com

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9

10

11 E X H I B I T S

12 PLAINTIFF'S

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

17 (ALL EXHIBITS RETAINED BY COUNSEL)

18

19

20

21

22

23

24

25

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

10 MS. LORRAINE: Good morning.

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

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

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

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

5 THE COURT: Speak up a little.

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

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

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

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

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

22 MR. JORDAN: That's right.

23 THE COURT: Okay. You may proceed.

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

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

5 COURT REPORTER: Thank you.

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

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

23 THE COURT: Excuse me.

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

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

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

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

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

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

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

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

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

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

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

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

18 THE COURRT: Okay.

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

21 THE COURT: Mr. Holbrooks?

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

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

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

3 THE COURT: Excuse -- excuse me.
4 What was the name of that case, sir?

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

7 THE COURT: Case number?

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

10 THE COURT: Go Ahead. Proceed.

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

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

12 THE COURT: Give me that section
13 again.

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

16 THE COURT: Okay.

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

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

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

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

1 disputing that, I don't believe?

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

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

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

22 THE COURT: Go ahead.

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

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

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

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

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

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

5 (Off the record.)

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

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

25 THE COURT: Okay. Mr. Jordan?

1 MR. JORDAN: Thank you, Your Honor.

2 I want to address that last comment first. The

3 Confession of Judgment is a reflection of the

4 promissory note. The promissory note was

5 prepared by the Defendant Daisy Walden.

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

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

8 effort to comply with South Carolina law or that

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

10 acknowledgment that South Carolina law should be

11 applied in enforcing the promissory note and the

12 Confession of Judgment, we have recalculated the

13 debt based on South Carolina statute. I mean,

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

15 the primary argument --

16 THE COURT: Excuse me a moment.

17 MR. JORDAN: -- with regard to the

18 --

19 THE COURT: Excuse me a moment. I

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

21 don't believe any promissory note has been put

22 in evidence or has been referred --

23 MR. JORDAN: A promissory --

24 THE COURT: -- to today.

25 MR. JORDAN: A promissory note, I

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

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

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

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

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

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

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

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

1 almost a century old.

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

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

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

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

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

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

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

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

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

19 THE COURT: Go ahead.

20 MR. HOLBROOKS: I'll be brief.

21 THE COURT: I got all day for you.

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

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

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

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

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

15 (Off the record.)

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

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

3 MR. JORDAN: Yes, sir.

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

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

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

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

3 THE COURT: Yeah.

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

6 THE COURT: Pardon?

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

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

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1 CERTIFICATE OF REPORTER

2 State of South Carolina

3 County of Florence

4

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

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

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

17

18

Roger Williamson

19

MY COMMISSION EXPIRES:
February 4, 2032

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21

22

23

24

25

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3 County of Florence

4

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14 action.

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

17



18

Roger Williamson

19

MY COMMISSION EXPIRES:
February 4, 2032

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF FLORENCE) IN THE COURT OF COMMON PLEAS

Reverend Gloria Darrell,)
)
 Plaintiff,) **LIS PENDENS**
)
 -vs-)
)
 Daisy H. Walden,)
)
 Defendant.)
 _____)

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this Court upon the Complaint of the above-named Plaintiff to foreclosure her Confession of Judgment. The premises covered and affected by the said Confession of Judgment, is described as 2212 Poor Farm Road, Effingham, South Carolina, and is more completely described as set forth on the attached Exhibit "A."

Columbia, South Carolina
 July 14, 2025

s/Leonard R. Jordan, Jr.
 Leonard R. Jordan, Jr., #3221
 JORDAN LAW FIRM
 211 Veterans Road, Suite D
 Columbia, South Carolina 29209
 (803) 726-1950 Tel
 (803) 726-1951 Fax
 ljordan@ljordanlaw.com
 Attorney for Plaintiff

EXHIBIT "A"

All that certain piece, parcel or lot of land, lying, being and situate in the County of Florence, State of South Carolina, known and designated as containing 5 acres, as shown on a map prepared by Professor Surveying Company, Inc., dated May 31, 1995, and recorded in the Office of the Clerk of Court for Florence County in Plat Book 57 at page 259. Reference is also made to a map made for Kelvin D. White and Brenda J. White by Lind, Hicks & Association, surveyors, dated March 14, 1996, and recorded in the above mentioned Office in Plat Book 60 at page 93. Reference being had to the above mentioned maps for a more complete and accurate description.

This being the property conveyed to Richard D. Walden and Daisy H. Walden, as joint tenants with right of survivorship and not as tenants in common, by Deed of Berkshire Investments, LLC, dated April 28, 2016, and recorded in the Office of the Register of Deeds for Florence County on May 17, 2016, in Book B631 at page 81.

Property Address: 2212 Poor Farm Road, Effingham, South Carolina

TMS # 00183-01-120

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-21-01885

Reverend Gloria Darrell,)
Plaintiff,)
- vs -)
Daisy H. Walden,)
Defendant.)

**AFFIDAVIT OF PLAINTIFF'S
COUNSEL IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

I have represented Plaintiff since 2015, and I make this Affidavit as attorney of record for the Plaintiff in support of her Motion for Summary Judgment.

1. On October 7, 2015, I received from my client an email, which included a Promissory Note signed by Defendant on March 5, 2013. A copy of the email is attached.

2. On November 19, 2015, at Plaintiff's request, I instituted suit against Defendant in Florence County to collect the debt evidenced by the said Promissory Note. A filed-copy of the Summons and verified Complaint is attached.

3. Following her receipt of service of the Summons and Complaint, Defendant sent a letter to me, dated December 15, 2015, wherein she admitted owing the debt (\$170,000.00). A copy of the letter is attached.

4. In response to the Defendant's letter, I sent her a letter proposing that she sign a Confession of Judgment. A copy of my letter to Defendant, dated December 21, 2015, is attached.

5. Following my receipt of Defendant's response, I prepared and mailed to Defendant a proposed Confession of Judgment for execution and return to me, with a cover letter dated January 7, 2016. A copy of said letter and enclosure are attached.

6. A signed Confession of Judgment was promptly returned by Defendant; but a witness signature was missing, and I returned it to Defendant with a cover letter dated January 15, 2016. A copy of said letter and enclosure are attached.

7. Note that each of the letters, discussed above, reflected the address of the property, which is the subject of this foreclosure suit, as Defendant's mailing address.

8. On or about January 27, 2016, I received the Confession of Judgment, which had been signed by Defendant, with two witnesses and verified by a notary public. I caused the filing of the Confession of Judgment in the Office of the Clerk of Court for Florence County on January 27, 2016. A filed-copy of the Confession of Judgment is attached.

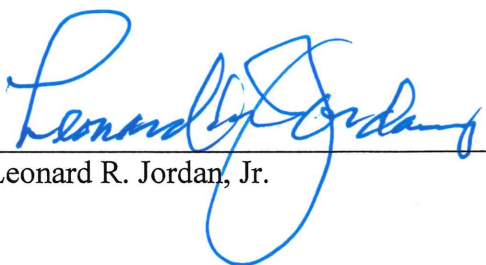
9. On May 26, 2016, I caused an Execution on Judgment to be filed in the earlier suit, and I forwarded the document to the Sheriff for Florence County and requested an Execution. Following the Execution by the Sheriff, I received a "Nulla Bona Return" dated June 2, 2016. A copy of the Execution/Return is attached.

10. Before last month, Defendant had not disputed to me the accuracy or enforceability of the Confession of Judgment.

11. I have calculated the judgment debt, adding only post-judgment interest. Attached is my calculation of the debt as of October 9, 2025.

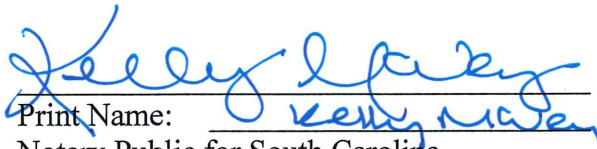
12. Finally, attached is a recorded-copy of the last deed conveying the subject real property. I call attention to the signature of Defendant on the back page. From a comparison of this signature to the signatures on the attached copies of the Promissory Note, the letter dated December 15, 2015, and the Confession of Judgment (two places), one must conclude that all of

the signatures were signed by the same person: Daisy H. Walden.



Leonard R. Jordan, Jr.

SWORN to and subscribed before me
this 6th day of October, 2025

 (L.S.)
Print Name: Kelly Walden
Notary Public for South Carolina
My Commission expires: 4/30/34

Leonard Jordan

From: Gloria Darrell <gloriadarrell@yahoo.com>
Sent: Wednesday, October 07, 2015 12:51 PM
To: Leonard Jordan
Subject: Re: RE: FORWARDING OF PROMISSORY NOTE

Mr. Jordon:

I had to secure all correspondence between Rev. Daisy and myself, and encrypt them because all of the documents in my files went missing. However, I had made copies of the promissory note and other documents when I originally received them, and before my computer was compromised. All other correspondence I had blind copied to Ms. McFarlane and she resent them to me so I could forward to you.

Please let me know if you need anything else.

Respectfully
Gloria

PROMISSORY NOTE

March 4th 2013

Thirty days after the date of this document I, Daisy H. Walden promise to pay Rev Gloria Darrell the sum seventy thousand dollars, plus one hundred thousand dollars for a total of one hundred and seventy thousand dollars. The above-referenced sum represents repayment of loan proceeds of \$70,000.00, plus interests and fees.

The thirty days shall exclude Saturdays, Sundays, any non banking holidays or any act of God disaster that would cripple or delay mobility of business transactions.

This payment must be paid with a certified check or wire transfer to lender's bank of choice.



3-5-2013

Signature

Date

Daisy H. Walden President
BERKSHIRE INVESTMENTS LLC
2212 Poor Farm Road
Effingham, SC 29541

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS

Rev. Gloria Darrell,

Plaintiff,

-vs-

Daisy H. Walden,

Defendant.

SUMMONS
(Collection of Promissory Note)
Non-Jury

FILED
2015 NOV 19 PM 3:13
CLERK OF COURT
FLORENCE COUNTY, S.C.

TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer on the subscriber at his offices, 4500 Fort Jackson Boulevard, Columbia, South Carolina 29209, within thirty (30) days after service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for a judgment by default granting the relief demanded in the Complaint.



Leonard R. Jordan, Jr.
JORDAN LAW FIRM
4500 Fort Jackson Boulevard
Columbia, South Carolina 29209
(803) 726-1950 Tel
(803) 726-1951 Fax
ljordan@ljordanlaw.com
Attorney for Plaintiff

Columbia, South Carolina
November 12, 2015

CERTIFIED: A TRUE COPY
Clerk of Court
FLORENCE COUNTY, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS

Rev. Gloria Darrell,

Plaintiff,

-vs-

Daisy H. Walden,

Defendant.

20 15 CP 21 3174

COMPLAINT
(Collection of Promissory Note)
Non-Jury

FILED
2015 NOV 19 PM 3:13
CONNIE REEL-SHEPHERD
CLERK OF COURT
FLORENCE COUNTY, SC

The Plaintiff, complaining of the Defendant above-named, would respectfully show unto this Honorable Court:

1. That the Plaintiff is a citizen and resident of the State of Virginia.
2. That the Defendant is, upon information and belief, a citizen and resident of the County of Florence, State of South Carolina.
3. That the Plaintiff made a commercial loan to the Defendant, and that the Plaintiff is the owner and holder of a Promissory Note, which evidences the loan and the repayment terms.
4. That on or about March 4, 2013, for value received, Daisy H. Walden executed and delivered to Rev. Gloria Darrell a certain Promissory Note, in writing, according to the terms and conditions set out therein, by which said maker promised to pay to said payee the principal amount of \$70,000.00 plus interest and fees in the fixed (stipulated) amount of \$100,000.00 for a total of \$170,000.00 due and payable within thirty (30) days (April 3, 2013).
5. That the Promissory Note matured on April 3, 2013, and that no payment has been forthcoming from the Defendant, rendering the Defendant in default for breach of the condition of payment by the Defendant.
6. That the Defendant has received numerous demands for payment from the Plaintiff, in

CERTIFIED: A TRUE COPY

Connie Reel-Shepherd

CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

response to which the Defendant has made many promises that payment in full is forthcoming, but the Defendant has not fulfilled such promises and has failed and refused to comply with the Promissory Note.

7. That the conditions of the said Promissory Note having been broken by the Defendant, the entire balance thereof, in the amount of \$170,000.00, is now due and payable.

8. That the Plaintiff is also entitled to pre-judgment interest, at the statutory rate of 8.75% per annum, on the said indebtedness owed by the Defendant, accruing from and after April 3, 2013, which interest should be included in said judgment.

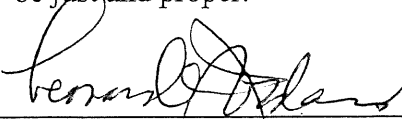
9. That the Plaintiff is also entitled to the costs of this action, which costs should be included in said judgment.

WHEREFORE, having fully set forth her Complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein; and

That the amount due upon the Promissory Note held by the Plaintiff be ascertained and determined under the direction of this Court, together with pre-judgment interest and costs of this action; and

That the Plaintiff be awarded a judgment against the Daisy H. Walden, in the full amount due under the Promissory Note; and

For such other and further relief as may be just and proper.



Leonard R. Jordan, Jr.
JORDAN LAW FIRM
4500 Fort Jackson Boulevard
Columbia, South Carolina 29209
(803) 726-1950 Tel
(803) 726-1951 Fax
ljordan@ljordanlaw.com
Attorney for Plaintiff

Columbia, South Carolina
November 12, 2015

STATE OF Virginia)
COUNTY OF Chesapeake)

VERIFICATION

PERSONALLY appeared before me, Rev. Gloria Darrell, who, first being duly sworn, deposes and says that she is the Plaintiff in this action; that she has read the attached Complaint and that the allegations thereof, including the recitation of the amount owed to her, are true and correct to the best of her knowledge and belief.



Rev. Gloria Darrell

SWORN to before me this
12 day of November, 2015



(L.S.)
Notary Public for Commonwealth of Virginia
My Commission Expires: 7/31/2018



FILED
2015 NOV 19 PM 3:13
CORNIE REEL-SHERMAN
CLERK OF COURT
FLORENCE COUNTY, SC

CERTIFIED: A TRUE COPY
Cornie Reel-Sherman
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

December 15, 2015

Daisy H. Walden
2212 Poor Farm Rd
Effingham, SC 29541
Dwalden@wodv.com

Leonard R. Jordan, Jr
JARDAN LAW FIRM
4500 Front Jackson Boulevard
Columbia, South Carolina 29209
(803) 726.1950 Tel
(803) 726.1951 Fax
Ljardon@Ljordanlaw.com

Dear Attorney Jordan:

I hereby acknowledge having received the Summon, Re; Rev Gloria Darnell, that was served on me on November 19, 2015, and I have (30) thirty days to reply to said Summons to avoid Judgment by Default.

I further, admit that I do owe Ms. Gloria Darnell the amount of \$170.000, and understand and concur with the fact that the Plaintiff is entitled pre-judgment interest, at the statutory rate of 8.75, per annum on the debt accruing from April 3, 2013 and said interest should be included in said judgment.

I respectfully request that due to unforeseen Business and financial circumstances, I be given an additional (3) months (90) days to resolve this matter.

Respectfully Submitted,



Daisy H. Walden

LEONARD R. JORDAN, JR.
TELEPHONE: (803) 726-1950
DIRECT LINE: (803) 255-0650
EMAIL: LJORDAN@LJORDANLAW.COM

JORDAN
LAW FIRM
LEONARD JORDAN, ATTORNEY, LLC

4500 FORT JACKSON BOULEVARD
COLUMBIA, SOUTH CAROLINA 29209
TOLL FREE: (866) 222-1044
FACSIMILE: (803) 726-1951

December 21, 2015

Ms. Daisy H. Walden
2212 Poor Farm Road
Effingham, SC 29541

Re: Rev. Gloria Darrell vs. Daisy H. Walden

Dear Ms. Walden:

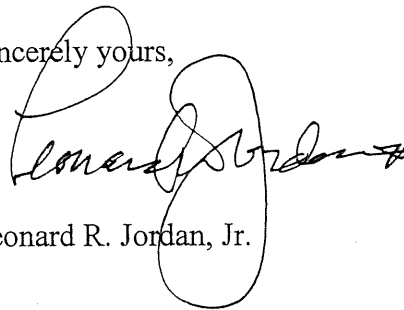
I am in receipt of your letter dated December 15, 2015, and I have communicated about it with Rev. Darrell.

If you would be willing to execute and deliver promptly a Confession of Judgment for the full amount owed, I would be willing to stipulate that, other than filing the Judgment, no effort to enforce (collect on) it will be made prior to March 20, 2016.

I look forward to hearing from you.

With kindest regards, I am

Sincerely yours,



Leonard R. Jordan, Jr.

LRJjr/km

cc: Rev. Gloria Darrell

LEONARD R. JORDAN, JR.
TELEPHONE: (803) 726-1950
DIRECT LINE: (803) 255-0650
EMAIL: LJORDAN@LJORDANLAW.COM

JORDAN
LAW FIRM
LEONARD JORDAN, ATTORNEY, LLC

4500 FORT JACKSON BOULEVARD
COLUMBIA, SOUTH CAROLINA 29209
TOLL FREE: (866) 222-1044
FACSIMILE: (803) 726-1951

January 7, 2016

Ms. Daisy H. Walden
2212 Poor Farm Road
Effingham, SC 29541

Re: Reverend Gloria Darrell vs. Daisy H. Walden

Dear Ms. Walden:

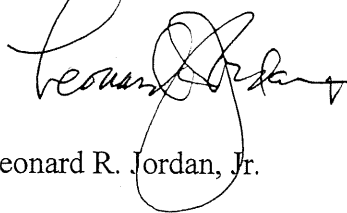
Enclosed are two (2) copies of a proposed Confession of Judgment. Please sign one and return it to me no later than January 15, 2016. The other copy is for your records.

The condition of this transaction is that, if the Confession of Judgment (properly executed) is received in a timely manner, no effort to enforce (collect on) the judgment, other than to file it in the Office of the Clerk of Court for Florence County, will be made prior to March 20, 2016.

If you have any questions regarding this matter, please do not hesitate to contact me.

Thanking you in advance for your cooperation in this matter, I am

Sincerely yours,



Leonard R. Jordan, Jr.

LRJjr/km
Enclosure

cc: Reverend Gloria Darrell

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 15-CP-21-3174

Reverend Gloria Darrell,)
Plaintiff,)
vs.)
Daisy H. Walden,)
Defendant.)

CONFESSION OF JUDGMENT

DEFENDANT, DAISY H. WALDEN, CONFESSES:

That she is justly and truly indebted to the Plaintiff, Reverend Gloria Darrell, on a Promissory Note dated March 4, 2013, in the principal sum of Seventy Thousand and 00/100 Dollars (\$70,000.00), plus interest and fees in the fixed (stipulated) amount of \$100,000.00, for a total of \$170,000.00, which Promissory Note matured on April 3, 2013; that the indebtedness also includes pre-judgment interest, at the rate of 8.75% per annum from April 3, 2013, which amounts to \$11,125.68 as of December 31, 2015; that the pre-judgment interest continues after December 31, 2015, until this Confession of Judgment is filed, at the per diem rate of \$40.75; and that the indebtedness also includes court costs in the amount of \$205.00.

That she hereby authorizes the entry of judgment against Daisy H. Walden, in favor of Reverend Gloria Darrell, her heirs and assigns, in the amount of \$181,330.68, plus additional pre-judgment interest as aforesaid and interest at the judgment rate (currently 7.50% per annum) after the date of filing hereof until paid.

EXECUTED and delivered at Effingham, South Carolina this _____ day of January, 2016.

WITNESSES:

Daisy H. Walden

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

VERIFICATION OF STATEMENT

The undersigned, Daisy H. Walden, the Defendant above-named, being duly sworn, says that this Confession of Judgment and the facts therein mentioned are true to her own knowledge.

Daisy H. Walden

SWORN to and subscribed before me
this ____ day of January, 2016

Notary Public for South Carolina
My Commission Expires: _____

LEONARD R. JORDAN, JR.
TELEPHONE: (803) 726-1950
DIRECT LINE: (803) 255-0650
EMAIL: LJORDAN@LJORDANLAW.COM

JORDAN
LAW FIRM
LEONARD JORDAN, ATTORNEY, LLC

4500 FORT JACKSON BOULEVARD
COLUMBIA, SOUTH CAROLINA 29209
TOLL FREE: (866) 222-1044
FACSIMILE: (803) 726-1951

January 15, 2016

Ms. Daisy H. Walden
2212 Poor Farm Road
Effingham, SC 29541

Re: Reverend Gloria Darrell vs. Daisy H. Walden

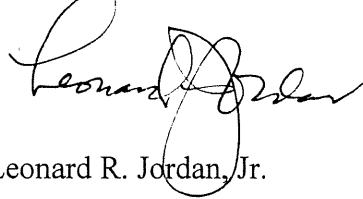
Dear Ms. Walden:

I am returning to you the original Confession of Judgment, which you signed. **We need two witness signatures on page one.** Please obtain the signature of a second witness, and return the instrument for receipt by January 22, 2016.

If you have any questions regarding this matter, please do not hesitate to contact me.

Thanking you in advance for your cooperation in this matter, I am

Sincerely yours,



Leonard R. Jordan, Jr.

LRJjr/km
Enclosure
cc: Reverend Gloria Darrell

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 15-CP-21-3174

Reverend Gloria Darrell,)
Plaintiff,)

vs.)

Daisy H. Walden,)
Defendant.)

CONFESSION OF JUDGMENT

DEFENDANT, DAISY H. WALDEN, CONFESSES:

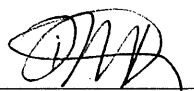
That she is justly and truly indebted to the Plaintiff, Reverend Gloria Darrell, on a Promissory Note dated March 4, 2013, in the principal sum of Seventy Thousand and 00/100 Dollars (\$70,000.00), plus interest and fees in the fixed (stipulated) amount of \$100,000.00, for a total of \$170,000.00, which Promissory Note matured on April 3, 2013; that the indebtedness also includes pre-judgment interest, at the rate of 8.75% per annum from April 3, 2013, which amounts to \$11,125.68 as of December 31, 2015; that the pre-judgment interest continues after December 31, 2015, until this Confession of Judgment is filed, at the per diem rate of \$40.75; and that the indebtedness also includes court costs in the amount of \$205.00.

That she hereby authorizes the entry of judgment against Daisy H. Walden, in favor of Reverend Gloria Darrell, her heirs and assigns, in the amount of \$181,330.68, plus additional pre-judgment interest as aforesaid and interest at the judgment rate (currently 7.50% per annum) after the date of filing hereof until paid.

EXECUTED and delivered at Effingham, South Carolina this _____ day of January, 2016.

WITNESSES:




Daisy H. Walden

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

VERIFICATION OF STATEMENT

The undersigned, Daisy H. Walden, the Defendant above-named, being duly sworn, says that this Confession of Judgment and the facts therein mentioned are true to her own knowledge.



Daisy H. Walden

SWORN to and subscribed before me
this 14 day of January, 2016



Notary Public for South Carolina

My Commission Expires: May 6, 2023

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 15-CP-21-3174

Reverend Gloria Darrell,

Plaintiff,

vs.

Daisy H. Walden,

Defendant.

CONFESSION OF JUDGMENT

FILED
2016 JAN 27 PM 3:43
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, SC

DEFENDANT, DAISY H. WALDEN, CONFESSES:

That she is justly and truly indebted to the Plaintiff, Reverend Gloria Darrell, on a Promissory Note dated March 4, 2013, in the principal sum of Seventy Thousand and 00/100 Dollars (\$70,000.00), plus interest and fees in the fixed (stipulated) amount of \$100,000.00, for a total of \$170,000.00, which Promissory Note matured on April 3, 2013; that the indebtedness also includes pre-judgment interest, at the rate of 8.75% per annum from April 3, 2013, which amounts to \$11,125.68 as of December 31, 2015; that the pre-judgment interest continues after December 31, 2015, until this Confession of Judgment is filed, at the per diem rate of \$40.75; and that the indebtedness also includes court costs in the amount of \$205.00.

That she hereby authorizes the entry of judgment against Daisy H. Walden, in favor of Reverend Gloria Darrell, her heirs and assigns, in the amount of \$181,330.68, plus additional pre-judgment interest as aforesaid and interest at the judgment rate (currently 7.50% per annum) after the date of filing hereof until paid.

EXECUTED and delivered at Effingham, South Carolina this 21st day of January, 2016.

WITNESSES:





Daisy H. Walden



CERTIFIED: A TRUE COPY

CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

VERIFICATION OF STATEMENT

The undersigned, Daisy H. Walden, the Defendant above-named, being duly sworn, says that this Confession of Judgment and the facts therein mentioned are true to her own knowledge.



Daisy H. Walden

SWORN to and subscribed before me
this 14 day of January, 2016



Notary Public for South Carolina

My Commission Expires: May 6, 2023

FILED
2016 JAN 27 PM 3:43
JONNIE REEL, SHERIFF
CCCP & GS
FLORENCE COUNTY, SC

CERTIFIED: A TRUE COPY

CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

055-11-6

PAID
6/1/16

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2015-CP-21-3174

Reverend Gloria Darrell,

Plaintiff,

vs.

Daisy H. Walden,

Defendant.

EXECUTION ON JUDGMENT

Judgment filed January 27, 2016,
in the amount of \$170,000.00 (plus
interest at the judgment rate after April 3,
2013, until the judgment is paid).

TO THE SHERIFF OF FLORENCE COUNTY:

WHEREAS, Judgment was rendered in the above-captioned action between the Plaintiff and the Defendant in favor of the Plaintiff for the amount stated above, as appears by the Judgment Roll filed in the Office of the Clerk of Court for the above-referenced County.

THEREFORE, I request that you satisfy the Judgment out of the personal property of the Defendant, Daisy H. Walden, within your County, or if sufficient non-exempt personal property cannot be found, then out of the real property in your County belonging to the Defendant on the day when the judgment was so docketed in your County or at any time thereafter in whosoever hands this property may be, and return this Execution according to law to the Clerk of Court in your County.

DATE 6-2-16
NULLA BONA RETURN
WM. K. Boone
SHERIFF WM. K. BOONE

Leonard R. Jordan, Jr.
Leonard R. Jordan, Jr.
JORDAN LAW FIRM
4500 Fort Jackson Boulevard
Columbia, South Carolina 29209
(803) 726-1950 Tel
(803) 726-1951 Fax
ljordan@ljordanlaw.com
Attorney for Plaintiff

Attested by: Connie Beal-Shearin
Clerk of Court for Florence County on May 4, 2016

ELECTRONICALLY FILED - 2025 Oct 06 1:06 PM - FLORENCE - COMMON PLEAS - CASE#2025CP2101885

Judgment 1/27/2016	\$ 182,431.02
Interest at 7.50% from 1/28/16 - 1/14/17 (352 days)	\$ 13,195.00
Subtotal	\$ 195,626.02
Interest at 7.75% from 1/15/17 - 1/14/18	\$ 15,161.02
Subtotal	\$ 210,787.04
Interest at 8.50% from 1/15/18 - 1/14/19	\$ 17,916.90
Subtotal	\$ 228,703.94
Interest at 9.50% from 1/15/19 - 1/14/20	\$ 21,726.87
Subtotal	\$ 250,430.81
Interest at 8.75% from 1/15/20 - 1/14/21	\$ 21,912.70
Subtotal	\$ 272,343.51
Interest at 7.25% from 1/15/21 - 1/14/22	\$ 19,744.90
Subtotal	\$ 292,088.41
Interest at 7.25% from 1/15/22 - 1/14/23	\$ 21,176.41
Subtotal	\$ 313,264.82
Interest at 11.50% from 1/15/23 - 1/14/24	\$ 36,025.45
Subtotal	\$ 349,290.27
Interest at 12.50% from 1/15/24 - 1/14/25	\$ 43,661.28
Subtotal	\$ 392,951.55
Interest at 11.50% from 1/15/25 - 10/9/25 (268 days)	\$ 33,180.18
TOTAL as of 10/9/25	\$ 426,131.73

per diem: \$123.81

PROPERTY DESIGNATED AS: _____
 Return to: 183-01-120
 McGowan Rogers

 SPLIT FROM: _____
 BY FLORENCE COUNTY ASSESSOR'S OFFICE MH

FILED
 2016 MAY 17 AM 11:22
 JENNIE REEL-SHEPARD
 CCCP & GS
 FLORENCE COUNTY, SC

TITLE NOT EXAMINED OR CERTIFIED BY McGOWAN ROGERS

STATE OF SOUTH CAROLINA)
)
 COUNTY OF FLORENCE)

TITLE TO REAL ESTATE
 SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS: That **Berkshire Investments, LLC** (Grantor) for and in consideration of the sum of **Five dollars (\$5.00) and love and affection** have granted, bargained, sold and released, and by these presents does grant bargain, sell and release unto **Richard D. Walden and Daisy H. Walden. (Grantees)**, as **joint tenants with right of survivorship and not as tenants in common**, the following property:

All that certain piece, parcel or lot of land, lying, being and situate in the County of Florence, State of South Carolina, known and designated as containing 5 acres, as shown on a map prepared by Prosser Surveying Company, Inc., dated May 31, 1995, and recorded in the office of the Clerk of Court for Florence County in Plat Book 57 at Page 259. Reference is also made to a map made for Kelvin D. White and Brenda J. White by Lind, Hicks & Associates, surveyors, dated March 14, 1996 and recorded in the above mentioned office in Plat Book 60 at page 93. reference being had to the above mentioned maps for a more complete and accurate description.

This being the same property conveyed to the Grantor herein by deed of Carolina Bank recorded in the office of the Clerk of Court for Florence County in Book B519 at Page 1277.

TMS No.: 00183-01-120

Grantees' Mailing Address: 2212 Poor Farm Road
 Effingham, SC 29541

FEES EXEMPT
 SEE AFFIDAVIT

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto Grantees, as joint tenants with right of survivorship and not as tenants in common.

Grantor hereby binds Grantor and Grantor's successors, heirs, personal representatives and administrators, to warrant and forever defend, all and singular, the said Premises unto Grantees, as hereinabove provided, Grantees' successors, heirs and assigns against Grantor and Grantor's successors, heirs and assigns, and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

EFFECTIVE this 28th day of April, 2016.

EXECUTED ON FOLLOWING TWO (2) PAGES

Signed, Sealed and Delivered
in the Presence of:

Linda S. Roberts

Berkshire Investments, LLC

Denise Alvey

Richard D. Walden
Richard D. Walden

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

ACKNOWLEDGMENT

PERSONALLY appeared before me Berkshire Investments, LLC, by
Richard D. Walden who being duly sworn, acknowledged he executed and
delivered the within instrument for the uses and purposes therein described.

SWORN to before me this
28th day of April, 2016

Denise Alvey (L.S.)
Notary Public for South Carolina
My Commission Expires : 9-29-19

Denise Alvey
NOTARY PUBLIC
State of South Carolina
My Comm. Expires
September 29, 2019

Signed, Sealed and Delivered
in the Presence of:

Linda S. Robert

Denise Alvey

Berkshire Investments, LLC


Daisy H. Walden

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

ACKNOWLEDGMENT

PERSONALLY appeared before me Berkshire Investments, LLC by Daisy H. Walden, who being duly sworn, acknowledged she executed and delivered the within instrument for the uses and purposes therein described.

SWORN to before me this
28th day of April, 2016

Denise Alvey (L.S.)
Notary Public for South Carolina
My Commission Expires: 9-29-19

Denise Alvey
NOTARY PUBLIC
State of South Carolina
My Comm. Expires
September 29, 2019

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

Reverend Gloria Darrell,

Plaintiff,

vs.

Daisy H. Walden,

Defendant.

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2025CP2101885

NOTICE OF HEARING

TO: REVEREND GLORIA DARRELL, PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that a final hearing on the merits of this case will be held before The Honorable H.W. Porter, Master in Equity for Florence County, on October 20, 2025 at 10:00 a.m. in Courtroom 3-C of the Florence County Courthouse, located on 181 N. Irby Street, Florence, SC 29501.

October 9, 2025
Florence, South Carolina

/s/ Charles B. Holbrooks, III
CHARLES B. HOLBROOKS, III
S.C. Bar No. 105521
Attorney for Defendant
Finklea, Hendrick & Blake, LLC
814 W. Evans Street
Post Office Box 1317
Florence, SC 29503
(843) 317-4900
(843) 317-4910 (fax)
Email: cholbrooks@finklealaw.com



COPY

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 15-CP-21-3174

Reverend Gloria Darrell,

Plaintiff,

vs.

Daisy H. Walden,

Defendant.

CONFESSION OF JUDGMENT

FILED
2016 JAN 27 PM 3:43
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, SC

DEFENDANT, DAISY H. WALDEN, CONFESSES:

That she is justly and truly indebted to the Plaintiff, Reverend Gloria Darrell, on a Promissory Note dated March 4, 2013, in the principal sum of Seventy Thousand and 00/100 Dollars (\$70,000.00), plus interest and fees in the fixed (stipulated) amount of \$100,000.00, for a total of \$170,000.00, which Promissory Note matured on April 3, 2013; that the indebtedness also includes pre-judgment interest, at the rate of 8.75% per annum from April 3, 2013, which amounts to \$11,125.68 as of December 31, 2015; that the pre-judgment interest continues after December 31, 2015, until this Confession of Judgment is filed, at the per diem rate of \$40.75; and that the indebtedness also includes court costs in the amount of \$205.00.

That she hereby authorizes the entry of judgment against Daisy H. Walden, in favor of Reverend Gloria Darrell, her heirs and assigns, in the amount of \$181,330.68, plus additional pre-judgment interest as aforesaid and interest at the judgment rate (currently 7.50% per annum) after the date of filing hereof until paid.

EXECUTED and delivered at Effingham, South Carolina this 21st day of January, 2016.

WITNESSES:

[Signature]

[Signature]

Daisy H. Walden

[Signature]

CERTIFIED: A TRUE COPY
[Signature]
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

PLAINTIFF'S
EXHIBIT

2

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

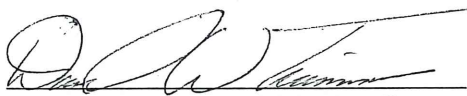
VERIFICATION OF STATEMENT

The undersigned, Daisy H. Walden, the Defendant above-named, being duly sworn, says that this Confession of Judgment and the facts therein mentioned are true to her own knowledge.



Daisy H. Walden

SWORN to and subscribed before me
this 14 day of January, 2016



Notary Public for South Carolina

My Commission Expires: May 6, 2023

2016 JAN 27 PM 3:43
JONNIE REEL-SHEARER
CCCP & GS
FLORENCE COUNTY, SC

FILED

CERTIFIED: A TRUE COPY
Ernie J. Spivey
CLERK OF COURT C.P. & G.S.
FLORENCE COUNTY, S.C.

055-11-6

PAID
6/11/16STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)IN THE COURT OF COMMON PLEAS
CASE NO.: 2015-CP-21-3174

Reverend Gloria Darrell,

Plaintiff,

vs.

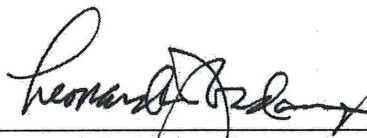
Daisy H. Walden,

Defendant.

EXECUTION ON JUDGMENTJudgment filed January 27, 2016,
in the amount of \$170,000.00 (plus
interest at the judgment rate after April 3,
2013, until the judgment is paid).**TO THE SHERIFF OF FLORENCE COUNTY:**

WHEREAS, Judgment was rendered in the above-captioned action between the Plaintiff and the Defendant in favor of the Plaintiff for the amount stated above, as appears by the Judgment Roll filed in the Office of the Clerk of Court for the above-referenced County.

THEREFORE, I request that you satisfy the Judgment out of the personal property of the Defendant, Daisy H. Walden, within your County, or if sufficient non-exempt personal property cannot be found, then out of the real property in your County belonging to the Defendant on the day when the judgment was so docketed in your County or at any time thereafter in whosoever hands this property may be, and return this Execution according to law to the Clerk of Court in your County.

DATE 6-2-16
NULLA BONA RETURNWM. K. Boone
SHERIFF WM. K. BOONELeonard R. Jordan, Jr.
JORDAN LAW FIRM
4500 Fort Jackson Boulevard
Columbia, South Carolina 29209
(803) 726-1950 Tel
(803) 726-1951 Fax
ljordan@ljordanlaw.com
Attorney for Plaintiff

Attested by:

Clerk of Court for Florence County on May 4, 2016**PLAINTIFF'S
EXHIBIT****3**

Promissory Note: March 4, 2013

Principal \$ 170,000.00

Revised Calculation

Principal \$ 70,000.00

Interest at 8.75% from 3/4/13 to 1/27/16
per annum (1060 days)

\$ 17,787.67

Subtotal \$ 87,787.67

Judgment 1/27/2016 \$ 87,787.67

Interest at 7.50% from 1/28/16 - 1/14/17 (352 days) \$ 6,349.57

Subtotal \$ 94,137.24

Interest at 7.75% from 1/15/17 - 1/14/18 \$ 7,295.64

Subtotal \$ 101,432.88

Interest at 8.50% from 1/15/18 - 1/14/19 \$ 8,621.79

Subtotal \$ 110,054.67

Interest at 9.50% from 1/15/19 - 1/14/20 \$ 10,455.19

Subtotal \$ 120,509.86

Interest at 8.75% from 1/15/20 - 1/14/21 \$ 10,544.61

Subtotal \$ 131,054.47

Interest at 7.25% from 1/15/21 - 1/14/22 \$ 9,501.45

Subtotal \$ 140,555.92

Interest at 7.25% from 1/15/22 - 1/14/23 \$ 10,190.30

Subtotal \$ 150,746.22

Interest at 11.50% from 1/15/23 - 1/14/24 \$ 17,335.82

Subtotal \$ 168,082.04

Interest at 12.50% from 1/15/24 - 1/14/25 \$ 21,010.25

Subtotal \$ 189,092.29

Interest at 11.50% from 1/15/25 - 10/9/25 (268 days) \$ 21,745.61

TOTAL as of 10/9/25 \$ 210,837.90

per diem: \$59.58

PROPERTY DESIGNATED AS: _____

Return to: 183-01-120
McGowan Rogers

SPLIT FROM: _____

BY FLORENCE COUNTY ASSESSOR'S OFFICE MHFILED
2016 MAY 17 AM 11:22
JUNIE REEL-SHEPARD
CCCP & GS
FLORENCE COUNTY, SC**TITLE NOT EXAMINED OR CERTIFIED BY McGOWAN ROGERS**STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)TITLE TO REAL ESTATE
SURVIVORSHIP DEED

KNOW ALL MEN BY THESE PRESENTS: That **Berkshire Investments, LLC** (Grantor) for and in consideration of the sum of Five dollars (\$5.00) and love and affection have granted, bargained, sold and released, and by these presents does grant bargain, sell and release unto **Richard D. Walden and Daisy H. Walden. (Grantees)**, as joint tenants with right of survivorship and not as tenants in common, the following property:

All that certain piece, parcel or lot of land, lying, being and situate in the County of Florence, State of South Carolina, known and designated as containing 5 acres, as shown on a map prepared by Prosser Surveying Company, Inc., dated May 31, 1995, and recorded in the office of the Clerk of Court for Florence County in Plat Book 57 at Page 259. Reference is also made to a map made for Kelvin D. White and Brenda J. White by Lind, Hicks & Associates, surveyors, dated March 14, 1996 and recorded in the above mentioned office in Plat Book 60 at page 93. reference being had to the above mentioned maps for a more complete and accurate description.

This being the same property conveyed to the Grantor herein by deed of Carolina Bank recorded in the office of the Clerk of Court for Florence County in Book B519 at Page 1277.

TMS No.: 00183-01-120

Grantees' Mailing Address: 2212 Poor Farm Road
Effingham, SC 29541

FEES EXEMPT
SEE AFFIDAVIT

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto Grantees, as joint tenants with right of survivorship and not as tenants in common.

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ROA157

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Grantor hereby binds Grantor and Grantor's successors, heirs, personal representatives and administrators, to warrant and forever defend, all and singular, the said Premises unto Grantees, as hereinabove provided, Grantees' successors, heirs and assigns against Grantor and Grantor's successors, heirs and assigns, and all other persons whomsoever lawfully claiming, or to claim the same or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

EFFECTIVE this 28th day of April, 2016.

EXECUTED ON FOLLOWING TWO (2) PAGES

Signed, Sealed and Delivered
in the Presence of:

Linda S. Roberts

Berkshire Investments, LLC

Denise Alvey

Richard D. Walden
Richard D. Walden

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF FLORENCE)

PERSONALLY appeared before me Berkshire Investments, LLC, by
Richard D. Walden who being duly sworn, acknowledged he executed and
delivered the within instrument for the uses and purposes therein described.

SWORN to before me this
28th day of April, 2016

Denise Alvey (L.S.)
Notary Public for South Carolina
My Commission Expires : 9-29-19

Denise Alvey
NOTARY PUBLIC
State of South Carolina
My Comm. Expires
September 29, 2019

Signed, Sealed and Delivered
in the Presence of:

Linda S. Roberts

Denise Alvey

Berkshire Investments, LLC


Daisy H. Walden

STATE OF SOUTH CAROLINA)

COUNTY OF FLORENCE)

ACKNOWLEDGMENT

PERSONALLY appeared before me Berkshire Investments, LLC by Daisy H. Walden, who being duly sworn, acknowledged she executed and delivered the within instrument for the uses and purposes therein described.

SWORN to before me this
28th day of April, 2016

Denise Alvey (L.S.)
Notary Public for South Carolina
My Commission Expires: 9-29-19

Denise Alvey
NOTARY PUBLIC
State of South Carolina
My Comm. Expires
September 29, 2019

FILED

MCGOWAN ROGERS LAW FIRM

2014 APR 30 AM 9:28

COMMON PLEAS
FLORENCE COUNTY, SC.

Space Above This Line For Recording Data

This document was prepared by

MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is April 29, 2014. The parties and their addresses are:

MORTGAGOR:

BERKSHIRE INVESTMENTS, LLC
A South Carolina Limited Liability Company
2212 Poor Farm Rd
Effingham, SC 29541

LENDER:

CAROLINA BANK & TRUST COMPANY
Organized and existing under the laws of South Carolina
1538 South Irby Street
Florence, SC 29505

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

See attached description

The property is located in Florence County at 2212 Poor Farm Rd, Effingham, South Carolina 29541.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

Berkshire Investments, LLC
South Carolina Mortgage
SC/4BFALCONE000000000000674049042814N

Walters Kluwer Financial Services ©1996, 2014 Bankers Systems™

Initials *MR*
Page 1

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ROA161



2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$308,750.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. Interest under the Note will be deferred, accrued or capitalized; however, Lender will not be required to defer, accrue or capitalize any interest except as provided in the Note.

3. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 02254865, dated April 29, 2014, from Mortgagor to Lender, with a loan amount of \$308,750.00 and maturing on May 5, 2044.

B. Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

C. All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

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7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

8. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

9. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

A. A beneficial interest in Mortgagor is sold or transferred.

B. There is a change in either the identity or number of members of a partnership or similar entity.

C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

10. WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. **Power.** Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.

B. **Authority.** The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

C. **Name and Place of Business.** Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.

11. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a

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reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

12. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

13. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

14. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. **Payments.** Mortgagor fails to make a payment in full when due.

B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the

voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

15. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

At any time after default (whether before or after judgment), Lender may take possession of any collateral for the loan or obtain the appointment of a receiver pursuant to SC Code §15-65-10, et seq. or otherwise as permitted by law. Any receiver shall be vested with all of the powers, rights and duties of receivers generally. Lender or any receiver may collect any rents and profits from the collateral and may rent, sell, operate or manage the collateral without notice to Mortgagor or any other party (Mortgagor waives any right to notice) and without consideration of the value of the collateral or Mortgagor's solvency. All amounts collected by Lender or the receiver shall, after the expenses of taking possession, renting, selling, operating and managing (and of any receivership), be applied to payment of the loan. If Lender should take possession or if a receiver should be appointed or if there should be a sale of the collateral, Mortgagor, or any person in possession of the collateral, shall become a tenant at will of

Lender, the receiver or the purchaser and may be removed by a writ of ejectment, summary ejectment or other lawful remedy.

16. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude

of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

20. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

22. APPLICABLE LAW. This Security Instrument is governed by the laws of South Carolina, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

23. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

24. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

25. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

26. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

27. AGREEMENT TO ARBITRATE. Lender or Mortgagor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Mortgagor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Mortgagor agree to in writing. For purposes of this section, this Transaction includes this Security Instrument and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Security Instrument. Lender or Mortgagor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Mortgagor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Mortgagor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Mortgagor; or foreclose against any property by any method or take legal action to recover any

property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Mortgagor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Mortgagor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

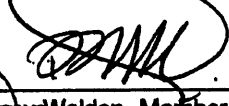
The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Security Instrument, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Security Instrument or another writing.

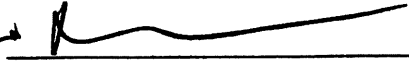
28. WAIVER OF TRIAL FOR ARBITRATION. Lender and Mortgagor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Mortgagor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

Berkshire Investments, LLC

By  Date APR 29 2014 (Seal)
 Daisy Walden, Member
 Daisy 

 Date APR 29 2014
 (Witness)

 Date APR 29 2014
 (Witness)

ACKNOWLEDGMENT.

STATE _____ OF SC _____, COUNTY _____ OF FLORENCE ss.

I, the undersigned _____ a notary public, do hereby certify that Daisey Walden - Member of Berkshire Investments, LLC, a Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29th day of April, 2014.

B. Kendall Hiller
Signature of Notary Public

My commission expires: 10.11.21

B. Kendall Hiller
NOTARY PUBLIC
State of South Carolina
My Comm. Expires
October 11, 2021

EXHIBIT "A" LEGAL DESCRIPTION

All that certain piece, parcel or lot of land lying, being and situate in the County of Florence, State of South Carolina, known and designated as containing 5 acres, as shown on a map prepared by Prosser Surveying Company, Inc., dated May 31, 1995, and recorded in the office of the Clerk of Court for Florence County in Plat Book 57 at page 259. Reference is also made to a map made for Kelvin D. White and Brenda J. White by Lind, Hicks & Associates, Surveyors, dated March 14, 1996 and recorded in the above mentioned office in Plat Book 60 at page 93. Reference being had to the above mentioned maps for a more complete and accurate description.

This being the same property conveyed to the Mortgagor herein by deed of Carolina Bank recorded in the office of the Clerk of Court for Florence County simultaneously herewith.

1292

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-21-01885

Reverend Gloria Darrell,)
Plaintiff,)
-vs-)
Daisy H. Walden,)
Defendant.)

**NOTICE OF WAIVER OF
DEFICIENCY JUDGMENT**

NOTICE IS HEREBY GIVEN that the Plaintiff, through her attorney, Leonard R. Jordan, Jr., stipulates as follows:

The Plaintiff elects to, and does hereby, waive the right to a personal or deficiency judgment against the Defendant. The bidding at the foreclosure sale shall be final and shall not remain open for thirty (30) days.

s/Leonard R. Jordan, Jr.
Leonard R. Jordan, Jr., #3221
JORDAN LAW FIRM
211 Veterans Road, Suite D
Columbia, South Carolina 29209
(803) 726-1950 Tel
(803) 726-1951 Fax
ljordan@ljordanlaw.com
Attorney for Plaintiff

Columbia, South Carolina
October 17, 2025



RECEIVED

May 13 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM FLORENCE COUNTY
Court of Common Pleas

William H. Porter, Master-in-Equity

Appellate Case No. 2025-002445

Gloria Darrell

Respondent,

v.

Daisy H. Walden,

Appellant.

CERTIFICATE OF COUNSEL

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

s/ Charles B. Holbrooks, III
CHARLES B. HOLBROOKS, III
S.C. Bar No.: 105521
Finklea, Hendrick & Blake
814 W. Evans Street
Florence, SC 29501
(843) 317-4900
cholbrooks@finklealaw.com
ATTORNEY FOR APPELLANT