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SC Court of Appeals

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas
James B. Jackson, Master-In-Equity

Case No. 2024-CP-38-01428
Appellate Case No. 2025-001201

Haynsworth Sinkler Boyd, attorney for
Landvest Holdings I, LLC — Respondent,

v.

Fernelephe Ancrum — Appellant.

RECORD ON APPEAL

Fernelephe Ancrum
10 Hewitt Lane
St. Matthews, South Carolina 29135
(803) 456-1330
Appellate pro-se

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Attorney for Respondent

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*Appellant does not have a copy of the Respondents **September 25, 2024 letter** nor **December 11, 2024 letter** as indicated in their designation of matter as it has not been recorded into the record for public index retrieval.

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	Case No. 2024-CP-38-01428

Landvest Holdings I, LLC,

Plaintiffs,

vs.

Fernelephe Ancrum and the U.S. Small Business Administration, an agency of the Government of the United States of America,

Defendants.

MASTER IN EQUITY'S ORDER AND JUDGMENT OF FORECLOSURE AND SALE

Deficiency Demanded as to Fernelephe Ancrum

Non-Jury

I, the undersigned Master in Equity for Orangeburg County, make the following findings of fact and conclusions of law. Pursuant to the Order of Reference filed on February 25, 2025, the foreclosure hearing was held on May 7, 2025. Plaintiff Landvest Holdings I, LLC ("Plaintiff") appeared through its attorney, and Benjamin Cognata ("Cognata") appeared and testified as the owner of the Plaintiff. Defendant Fernelephe Ancrum ("Ancrum") appeared *pro se* and testified on her own behalf.

From the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT

1. The Notice of Lis Pendens, Certificate of Exemption from ADR, Summons, and Complaint (the "Pleadings") were filed in the Orangeburg County Clerk of Court's Office on October 28, 2024, and this case was assigned Case Number 2024-CP-38-01428.[1]

[1] The subject mortgage is not subject to modification under the Home Affordable Modification Program (HMP) for residential loans owned, securitized or guaranteed by the Federal National

2. Plaintiff caused the Pleadings to be served upon Ancrum on November 22, 2024, as evidenced by the Affidavit of Service filed on January 2, 2025. Ancrum did not timely file any response to the Pleadings, and Plaintiff was informed and believed that Ancrum was in default. However, at the hearing, Ancrum testified that a letter sent to Plaintiff via its counsel, Mary M. Caskey, in November 2024 was intended to be in response to the Pleadings. Plaintiff's counsel stated that she treated the letter as a dispute pursuant to the Fair Debt Collection Practices Act and responded with a copy of all relevant loan documents. Additionally, Ancrum testified that she filed an Answer on February 21, 2025, to the Pleadings, although that document purported to be an answer to "USA/SBA."

3. Ultimately, Plaintiff consented to allow Ancrum out of any default despite her failure to timely file an answer. The Court received copies of correspondence from Ancrum to Plaintiff in which Ancrum requests validation of debt and proof of claim as to the debt asserted by the Plaintiff, which the Court treated as an answer by Ancrum. The letters also allege violations of the Fair Credit Reporting Act, Violation of the Fair Debt Collection Practices Act, Defamation of Character, and Violation of United States Code Title 18, Part I, Chapter 63, § 1341 (Mail Fraud) (collectively, "Consumer Claims").

4. Plaintiff caused the Pleadings to be served upon Defendant the U.S. Small Business Administration, an agency of the Government of the United States of America (the "SBA") by certified, return-receipt requested restricted-delivery mail on November 14, 2024, as evidenced by the two Proofs of Service filed on May 5, 2025. The SBA timely served and filed its Answer to Complaint and Consent to Reference on December 19, 2024.

Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac). Plaintiff is not a participant in the HMP.

5. Plaintiff notified all defendants of the time, date, and place of the foreclosure hearing in this matter, as evidenced by the Notice of Hearing and Certificate of Service filed on April 15, 2025.

6. For valuable consideration given, Ancrum executed and delivered to Plaintiff a Promissory Note dated October 24, 2014, in the original principal amount of Seventy Thousand Seven Hundred Sixty-Four and 45/100 ($70,764.45) (the "Note").

7. To secure the repayment of the Note and the debt evidenced thereby, Ancrum executed and delivered to Plaintiff a Mortgage dated October 24, 2014 "Mortgage"), through which Simpson mortgaged to Plaintiff the real property described in the Mortgage ("Mortgaged Property"). The Mortgage was recorded on October 30, 2014, in the Orangeburg County Register of Deeds Office in Book 2354, page 98.

8. The Note and the Mortgage are hereinafter collectively referred to as the "Loan Documents."

9. Ancrum did not dispute that she signed the Note and Mortgage.

10. Ancrum did not dispute that she received a loan for the amount set forth in the Note.

11. The Mortgage constitutes a valid first priority mortgage lien on the Mortgaged Property.

12. Plaintiff is the current holder of the Loan Documents.

13. Ancrum is the current record owner of the Mortgaged Property.

14. Payments due on the Note and the Mortgage have not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the

entire amounts due thereon and has placed the Note and the Mortgage in the hands of the attorney herein for collection.

15. On or about August 30, 2024, Plaintiff sent a right to cure letter to Ancrum.

16. Ancrum did not dispute that she did not reinstate the loan after receiving the right to cure.

17. The letters and documents offered by Ancrum do not include any specific dates, facts, or grounds for any of the Consumer Claims, and none were raised by Ancrum during her cross-examination of Coganta or her direct testimony. Instead, Ancrum repeatedly stated that she demanded "proof of claim" from Plaintiff.

18. Plaintiff presented the Loan Documents and a payment history from Ancrum, none of which was disputed by Ancrum.

19. The Note allows Plaintiff to recover its attorney's fees, costs, and expenses, and in relevant part, the Note provides:

> And the Maker further agrees hereby that if any part of the money due herein be not paid when due, or if this Note be placed in the hands of an attorney for collection, or if this debt or any part thereof, be collected by an attorney or legal proceedings of any kind, a reasonable attorneys' fee, besides all costs and expense incident upon such collection shall be added to the amount due upon this Note, and be collectible as a part thereof.

(Note p. 1.)

20. The amount due under the Note as of May 7, 2025, is $44,295.67, plus attorney's fees of $3,500 and costs of $1,037.69, for a total of $48,833.36.

21. Interest continues to accrue on the Note at the current rate of 11.07% *per annum* from May 7, 2025.

22. Plaintiff seeks to foreclose the Mortgage and does not waive the right to a personal or deficiency judgment for any deficiency remaining after the sale of the Mortgaged Property. However, Plaintiff reserves the right to waive deficiency prior to the sale.

23. The following defendants may claim an interest in the Property, which are all junior and subordinate to Plaintiff's Mortgage:

(a) the SBA by virtue of the Mortgage from Ancrum in the original amount of $59,600.00 dated May 20, 2016, and recorded on September 27, 2016, in the Orangeburg County Register of Deeds Office in Book 2462, page 308, which was modified by that certain Modification of Mortgage dated November 21, 2017, and recorded on December 4, 2017, in the Orangeburg County Register of Deeds Office in Book 2537, page 290, which was further modified by that certain Modification of Mortgage dated June 28, 2018, and recorded on July 3, 2018, in the Orangeburg County Register of Deeds Office in Book 2573, page 265.

24. In the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c) SCRCP. Any interest of these defendants are subordinate to Plaintiff's first Mortgage.

CONCLUSIONS OF LAW

I, therefore, conclude that the Mortgage is not subject to modification under the Home Affordable Modification Program, that Plaintiff should have judgment of foreclosure of the Mortgage and the Mortgaged Property should be ordered sold at public auction after due advertisement, and a personal or deficiency judgment against Ancrum, with a credit against the judgment to be given for the net proceeds received by the Plaintiff for the sale, shall be entered upon the judgment rolls for Orangeburg County. The Mortgaged Property shall be sold at the foreclosure sale conducted by the Master in Equity for Orangeburg County at the sales date set forth below.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The subject mortgage is not subject to modification under the Home Affordable Modification Program (HMP) for residential loans owned, securitized or guaranteed by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac). Plaintiff is not a participant in the HMP.

2. Plaintiff has proved the amount of the debt due under the Note and is entitled to foreclose the Mortgage.

3. The Consumer Claims are denied and dismissed with prejudice. Ancrum failed to raise any legitimate defenses to the amount alleged by the Plaintiff, or to the right of the Plaintiff to enforce the Mortgage.

4. Plaintiff is entitled to recover its attorney's fees, costs, and expenses associated with the default under the Note and the Mortgage, including, but not limited to, the attorney's fees, costs, and expenses associated with this foreclosure action.

5. There is due to Plaintiff on the Note the sum $48,833.36 as of May 7, 2025, and Plaintiff is entitled to judgment for that amount.

6. The amount due in the preceding paragraph shall constitute the total judgment debt due under the Note to Plaintiff and shall bear interest hereafter until paid on the Note at the rate of 11.07% *per annum* from May 7, 2025, until the entry of judgment and at the Note rate thereafter. Further, to the extent Plaintiff advances money for insurance or other expenses to preserve the property after May 7, 2025, such advances may be added to the total judgment debt.

7. Ancrum is liable for the aforesaid debt, and on or before the date of sale of the Mortgaged Property, Ancrum may pay to Plaintiff's attorneys the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

8. On default of payment at or before the time herein indicated, the Mortgaged Property shall be sold by the Orangeburg County Master in Equity, or his agent, at public auction, at the Orangeburg County Courthouse, Orangeburg, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on the day designated by the selling officer succeeding such holiday), on the following terms, that is to say:

> The sale shall be for cash, and the highest bidder shall be required to make a deposit of five (5%) percent on the bid (in cash or its equivalent) as earnest money and as evidence of good faith. If the Plaintiff is the successful bidder at the sale, the Plaintiff may, after paying the costs of the sale, apply the debt due upon its Mortgage against its bid in lieu of cash or certified funds. Should the person making the highest bid at the sale fail to comply with the terms of his bid by depositing the said five (5%) percent in cash or certified funds, then the property shall be sold at the risk of such bidder on the same sales date or some subsequent date as the selling officer may find convenient and advantageous. Persons submitting additional bids after the initial sale shall deposit five (5%) percent of their bids in cash or certified funds as prescribed above. The Orangeburg County Master in Equity or his designated representative, shall promptly return all deposits except the deposit securing the highest bid. Purchaser will be required to pay interest on the balance of the final bid through the date of compliance at a rate of 11.07% *per annum*. Should the last and highest bidder fail to comply with the terms of his bid within thirty (30) days of the final acceptance of his bid, then the selling officer shall re-advertise and resell the property on the same terms on a subsequent date at the risk of such bidder. In the event of non-compliance within the thirty (30) days, the deposit shall be forfeited and applied first to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff. The sale shall be subject to taxes, to existing easements and restrictions, and to homeowner's association assessments accruing subsequent to the date of the deed/title issued to the purchaser. Purchaser shall pay all costs of recording the deed. Since a deficiency judgment is being requested, the Orangeburg County Master in Equity will hold the sale open for a period of thirty (30) days after the date of the sale.

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9. Plaintiff seeks to foreclose the Mortgage and does not waive the right to a personal or deficiency judgment for any deficiency in this action remaining after the sale of the Mortgaged Property. However, Plaintiff reserves the right to waive deficiency prior to the sale.

10. After advertisement according to law, notice of the time and place of such sale, and the terms thereof, shall be given and the Orangeburg County Master in Equity shall convey to the purchaser(s) a deed to the property sold; and Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the purchaser(s) should fail to comply with the terms thereof, the Court may advertise the property for sale on the next, or some other subsequent sales day, at the risk of the former highest bidder, and so from time to time thereafter until a compliance shall be secured. The deed will be taken subject to payment by grantee of any taxes or special assessments constituting a lien against the property sold under this Order and hereinafter more fully described. Pursuant to S.C. Code §12-24-40(13), the successful bidder (other than Plaintiff) shall pay the cost of deed stamps on the deed.

11. That the proceeds of the sale be applied as follows:

FIRST, to payment of the amount of the costs and expenses of this action, including the Master in Equity's fee and the costs of advertising the Notice of Sale, and any taxable disbursements by the attorneys in the action;

SECOND, to the payment of Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, or so much thereof as the purchase money will pay on the same; and

THIRD, any surplus proceeds to be held subject to further order of this Court.

12. Upon the making of the sale of the Mortgaged Property, as hereby ordered, and the execution and delivery to the purchaser of a deed to the property, the said purchaser or

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purchasers shall be let into possession of the premises on production of the deed, and the Sheriff of Orangeburg County shall put the holder of the deed into possession of the premises.

13. Each defendant named herein and all persons whosoever claiming under him, them or it, are forever barred and foreclosed of all right, title and interest and equity of redemption in the Mortgaged Property so sold, or any part thereof.

14. The undersigned Master in Equity will 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.

15. The following is a description of the premises herein ordered to be sold:

> All that certain piece, parcel or lot of land, with any and all improvements thereon, situate, lying and being in the City of Orangeburg, Orangeburg County, State of South Carolina, being more particularly shown as Orangeburg County No. 0173-17-21-002-000 and 0173-17-21-003-000 and being bounded and measuring as follows: On the Northeast by Cuttino Street for a distance of 152 feet, more or less; on the Southeast by John C. Calhoun Drive for a distance of 110 feet, more or less; on the Southwest by property now or formerly of Ballard Parts, Inc., for a distance of 155 feet, more or less; on the Northwest by property now or formerly of Al M. Hughes, Jr., for a distance of 100, more or less.
>
> This conveyance is made subject to any and all recorded rights-of-way, easements, restrictions and conditions; and is further subject to any of the foregoing which may appear from an inspection of the premises.
>
> This being the same property conveyed to Benjamin Cognata by deed from Forfeited Land Commission of Orangeburg County, dated October 23, 2012 and recorded October 23, 2012 in Deed Book 1480 at Page 0173 in in the Register of Deeds for Orangeburg County, South Carolina
>
> TMS#s 0173-17-21-002-000 and 0173-17-21-003-000
> Property Address:1168 John C. Calhoun Drive, Orangeburg, SC 29115-6656.

16. If Plaintiff or Plaintiff's representative does not appear at the scheduled sale of the Mortgaged Property, then the sale of the Mortgaged Property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

JUDGE'S SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024-CP-38-01428

Landvest Holdings I, LLC,

PLAINTIFF(S)

Fernelephe Ancrum, et al.,

DEFENDANT(S)

Submitted by: Mary M. Caskey, Esq.	**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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : Foreclosure

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)
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order: 1168 John C Calhoun Dr, Orangeburg, SC 29115-6656, TMS# 0173-17-21-002-000 and 0173-17-21-003-000

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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.

Master in Equity | **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:

Mary M. Caskey
PO Box 11889
Columbia, SC 29211-1889

Fernelephe Ancrum
1168 John C. Calhoun Dr
Orangeburg, SC 29115

Fernelephe Ancrum
10 Hewitt Lane
St. Matthews, SC 29135

Dina G. Boorda, Esq. (Via E-file)

ATTORNEY(S) FOR THE PLAINTIFF(S)

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-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Orangeburg Common Pleas

Case Caption: Landvest Holdings I, Llc VS Fernelephe Ancrum , defendant, et al

Case Number: 2024CP3801428

Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered

James B. Jackson, Jr. 3077 Master in Equity

Electronically signed on 2025-06-10 12:15:51 page 13 of 13

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	Case No. 2024-CP-38-01428
Landvest Holdings I, LLC, Plaintiffs, vs. Fernelephe Ancrum and the U.S. Small Business Administration, an agency of the Government of the United States of America, Defendants.	**ORDER ON APPEAL BOND**

This matter came before the Court on July 22, 2025, for a hearing on Plaintiff's Motion for an Appeal Bond. Plaintiff Landvest Holdings I, LLC ("Plaintiff") appeared through its attorney and Defendant Fernelephe Ancrum ("Ancrum") did not appear despite proper notice of the hearing.

On June 10, 2025, Ancrum filed a Notice of Appeal, and on June 16, 2025, Ancrum filed an Amended Notice of Appeal, both appealing the Master in Equity's Order and Judgment of Foreclosure and Sale (the "Order") entered on June 10, 2025. The Order held that property commonly known as 1168 John C. Calhoun Drive, Orangeburg, SC 29115-6656 (the "Mortgaged Property") should be sold at the August judicial sale.

The Court finds that Ancrum shall be required to post a bond in the amount of $25,000.00 (the "Bond"). The Bond must be delivered to the Orangeburg County Clerk of Court on or before 12:00 P.M. on Friday, September 5, 2025, in the form of certified funds made payable to the Orangeburg County Clerk of Court. Said Bond shall be held by the Clerk of Court pending the resolution of Ancrum's appeal.

Failure of Ancrum to abide by the terms of this Order will entitle Plaintiff to sell the Mortgaged Property at the foreclosure sale set for Monday, September 8, 2025, at 2:00 P.M.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Ancrum shall be required to post a bond in the amount of $25,000.00.

2. The Bond must be delivered to the Orangeburg County Clerk of Court on or before 12:00 P.M. on Friday, September 5, 2025, in the form of certified funds made payable to the Orangeburg County Clerk of Court.

3. If the Bond is not posted, the Mortgaged Property will be sold at the foreclosure sale on Monday, September 8, 2025, at 2:00 P.M.

JUDGE'S SIGNATURE PAGE TO FOLLOW

Orangeburg Common Pleas

Case Caption: Landvest Holdings I, Llc VS Fernelephe Ancrum , defendant, et al

Case Number: 2024CP3801428

Type: Master/Order/Other

So Ordered

James B. Jackson, Jr. 3077 Master in Equity

Electronically signed on 2025-07-30 14:26:17 page 3 of 3

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS

Case No. 2024-CP-

Landvest Holdings I, LLC,

Plaintiff,

vs.

Fernelephe Ancrum and the U.S. Small Business Administration, an agency of the Government of the United States of America,

Defendants.

COMPLAINT
Mortgage Foreclosure
Deficiency Demanded
Non-Jury

Plaintiff Landvest Holdings I, LLC ("Plaintiff"), complaining of the above-captioned Defendant, alleges as follows:

1. This is an action for foreclosure of a mortgage upon certain real estate in Orangeburg County, South Carolina.

2. Plaintiff is a limited liability company, incorporated and is duly authorized to do business in the State of South Carolina.

3. Defendant Fernelephe Ancrum ("Ancrum") is, upon information and belief, a citizen and resident of Orangeburg County, South Carolina.

4. The real property hereinafter described that is the subject of this foreclosure action is situated and located in Orangeburg County, South Carolina.

5. The subject mortgage is not subject to modification under the Home Affordable Modification Program (HMP) for residential loans owned, securitized or guaranteed by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac). Plaintiff is not a participant in the HMP.

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6. This Court has jurisdiction pursuant to S.C. Code Ann. §§ 36-2-802 and 36-2-803, and venue is proper in Orangeburg County, South Carolina.

7. For valuable consideration given, on or about October 24 2014, Ancrum executed and delivered to Plaintiff a Promissory Note (the "Note) in the original principal amount of Seventy Thousand Seven Hundred Sixty-Four and 45/100 ($70,764.45) Dollars. A true copy of Note is attached hereto as **Exhibit A** and its terms thereof are incorporated herein by reference.

8. The Note is secured by that certain Mortgage dated October 24, 2014 (the "Mortgage"), whereby Ancrum mortgaged the real property described in Exhibit A of the Mortgage (the "Mortgaged Property") to Plaintiff. The Mortgage was recorded October 30, 2014, in the Orangeburg County Register of Deeds Office in Book 2354, page 98. A true and correct copy of the Mortgage is attached hereto as **Exhibit B** and its terms are incorporated herein by reference.

9. The Mortgage constitutes a valid first priority mortgage lien on the Mortgaged property.

10. Ancrum is the current record owner of the Mortgaged Property.

11. Plaintiff is the holder of the Note and the Mortgage.

12. The Mortgaged Property is more fully described as follows:

> All that certain piece, parcel or lot of land, with any and all improvements thereon, situate, lying and being in the City of Orangeburg, Orangeburg County, State of South Carolina, being more particularly shown as Orangeburg County No. 0173-17-21-002-000 and 0173-17-21-003-000 and being bounded and measuring as follows: On the Northeast by Cuttino Street for a distance of 152 feet, more or less; on the Southeast by John C. Calhoun Drive for a distance of 110 feet, more or less; on the Southwest by property now or formerly of Ballard Parts, Inc., for a distance of 155 feet, more or less; on the Northwest by property now or formerly of Al M. Hughes, Jr., for a distance of 100, more or less.

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This conveyance is made subject to any and all recorded rights-of-way, easements, restrictions and conditions; and is further subject to any of the foregoing which may appear from an inspection of the premises.

This being the same property conveyed to Benjamin Cognata by deed from Forfeited Land Commission of Orangeburg County, dated October 23, 2012 and recorded October 23, 2012 in Deed Book 1480 at Page 0173 in in the Register of Deeds for Orangeburg County, South Carolina

TMS#s 0173-17-21-002-000 and 0173-17-21-003-000
Property Address:1168 John C. Calhoun Drive, Orangeburg, SC 29115-6656

13. The Note and Mortgage provide that upon Ancrum's failure to make payments thereunder when due, the entire outstanding balance under the Note and Mortgage shall at the option of Plaintiff, become immediately due and payable, and Plaintiff may foreclose the Mortgage.

14. The property is being used as a commercial property, and on information and belief, the purpose of the loan was commercial.

15. Ancrum has failed to pay Plaintiff the debt due under the Note, and thus, has defaulted under the terms of the Note.

16. Plaintiff has and does hereby elect to declare the total unpaid balance of principal and interest on the Note due and payable and does hereby elect to foreclose the Mortgage, reserving, however, any and all other rights and remedies Plaintiff may have under the Note, Mortgage, or any other related loan documents, including the right to a deficiency judgment and the right to judgment.

17. There is due and owing on the Note, as of August 24, 2024, the total sum of Forty thousand, six hundred twenty and 69/100 Dollars ($40,620.69). Interest continues to accrue at the rate of 11.07% *per annum*.

18. The Note provides that,

> And the Maker further agrees hereby that if any part of the money due herein be not paid when due, or if this Note be placed in the hands of an attorney for collection, or if this debt or any part thereof, be collected by an attorney or legal proceedings of any kind, a reasonable attorneys' fee, besides all costs and expense incident upon such collection shall be added to the amount due upon this Note, and be collectible as a part thereof (See Ex. A at p. 1.)

19. Plaintiff has placed this matter with the undersigned attorneys for collection.

20. On or about August 30, 2024, Plaintiff sent a right to cure letter to Ancrum. A true and correct copy of the letter is attached hereto as **Exhibit C** and its terms thereof are incorporated herein by reference.

21. Plaintiff has sent Ancrum all notices required by law prior to the commencement of this action.

22. If Plaintiff secures the Mortgaged Property being foreclosed herein, Plaintiff's costs of securing said premises should be added to any judgment rendered on its behalf. If Plaintiff pays any utility charges constituting a lien on said premises, Plaintiff's costs should be added to any judgment rendered on its behalf.

23. Plaintiff does not waive, but specifically demands judgment against Ancrum for the full amount found to be due to Plaintiff on the Note and Mortgage held by Plaintiff, with the right to enter a personal deficiency judgment against Ancrum for any deficiency in this action remaining on the Note and Mortgage after the sale of the Mortgaged Property.

24. Upon information and belief, the defendant below named claim or may claim a subordinate lien or junior interest upon or interest in the subject property, and in the event there is a surplus from the sale of the subject property, the validity, priority and the amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c) SCRCP. The subject defendant(s) are further made a party due to the similarity in names to the primary defendant(s) against whom they claim or may claim a lien as follows:

(a) the U.S. Small Business Administration, an agency of the Government of the United States of America by virtue of the Mortgage from Ancrum in the original amount of $59,600.00 dated May 20, 2016, and recorded on September 27, 2016, in the Orangeburg County Register of Deeds Office in Book 2462, page 308, which was modified by that certain Modification of Mortgage dated November 21, 2017, and recorded on December 4, 2017, in the Orangeburg County Register of Deeds Office in Book 2537, page 290, which was further modified by that certain Modification of Mortgage dated June 28, 2018, and recorded on July 3, 2018, in the Orangeburg County Register of Deeds Office in Book 2573, page 265.

WHEREFORE, Plaintiff prays that:

1. The indebtedness due on the Note and Mortgage be computed, ascertained and established by this Court, together with all accrued interest, all costs of this action and other costs of collection incurred by Plaintiff, including reasonable attorneys' fees, and that Plaintiff be granted judgment of foreclosure of the Note and Mortgage against Ancrum in that amount;

2. This Court issue its Order:

   i. Declaring Plaintiff's Mortgage be a valid first priority mortgage lien upon the Mortgaged Property;

   ii. Declaring that Home Affordable Modification Program is inapplicable;

   iii. Directing that Plaintiff's Mortgage described herein be foreclosed and the Mortgaged Property hereinabove described be sold in accordance with the law and practices of this Court and that Ancrum and all other persons claiming by, through or under then be barred and forever foreclosed of all right, title, and interest and equity of redemption in and to the Mortgaged Property or any part thereof;

iv. Directing that out of the proceeds of the sale of the Mortgaged Property, after the costs of this action and of such sale have been deducted, Plaintiff be paid in full the amount due on the Note, with interest thereon, and attorneys' fees as set out above, and all amounts that it may hereafter and prior to such sale have to pay pursuant to the provisions of the Mortgage with the surplus, if any, to be distributed according to law;

v. That if the proceeds of the public sale be insufficient to fully satisfy the indebtedness owed pursuant to the Note, plus expenses, costs, and attorneys fees, that Plaintiff has immediate judgment for the deficiency against Ancrum;

vi. For the costs and attorney's fees associated with this action; and

vii. Granting Plaintiff such other and further relief as to this Court may deem just and proper.

s/ Mary M. Caskey
Mary M. Caskey SC Bar 76198
Sabrina M. Pappas SC Bar 106661

Haynsworth Sinkler Boyd, PA
PO Box 11889
Columbia, SC 29211-1889
803.779.3080
mcaskey@hsblawfirm.com
spappas@hsblawfirm.com

Attorneys for Plaintiff

October 28, 2024

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AFFIDAVIT OF SERVICE

State of South Carolina **County of Orangeburg** **Common Pleas Court**

Case Number: 2024-CP-38-01428

Plaintiff: **Landvest Holdings I, LLC**
vs.
Defendant: **Fernelephe Ancrum and the U.S. Small Business Administration, an agency of the Government of the United States of America**

For: Mary Caskey
Haynsworth Sinkler Boyd, Pa

Received by Haynsworth Sinkler Boyd, PA to be served on **Fernelephe Ancrum, 1168 John C Calhoun Dr, Orangeburg, SC 29115**. I, HORACE LEYSATH, being duly sworn, depose and say that on the 22 day of November 2024 at 6:30 P.m., executed service by delivering a true copy of the **Lis Pendens, Certificate of Exemption From ADR, Summons and Complaint and Exhibits** in accordance with state statutes in the manner marked below:

(✓) INDIVIDUAL SERVICE: Served the within-named person.

( ) SUBSTITUTE SERVICE: By delivering to:______________________ as __________________, a person authorized to accept service and a person of discretion and appropriate age, residing at the residence of the within named person and present at said residence at the time of service.

( ) NON SERVICE: FOR THE REASON DETAILED IN THE COMMENTS BELOW.

Military Status: ( ) Yes or (✓) No If yes, what branch?

COMMENTS:______________________________________

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was made.

Subscribed and Sworn to before me on the 22nd day of November 2024 by the affiant who produced ID or is personally known.

NOTARY PUBLIC
My Commission Expires: 10/17/2034

TARZY LEYSATH
Notary Public
State of South Carolina
My Commission Expires October 17, 2034

PROCESS SERVER # __________
Appointed in accordance with State Statutes

Haynsworth Sinkler Boyd, PA
Post Office Box 11889
Columbia, SC 29211
(803) 540-7848

Our Job Serial Number: 2024003523
Ref: 40851.0003

WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 24, 2014.

The mortgagor is Fernelephe Ancrum ("Borrower"), whose address is 135 Ryan Road, Orangeburg, South Carolina 29118. This Security Instrument is given to Landvest Holdings I, LLC, whose address is 802 Duke Avenue, Columbia, South Carolina 29203.

Borrower owes Lender the principal sum of Seventy Thousand Seven Hundred Sixty-Four and 45/100 ---------Dollars ($70,764.45). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2019. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Orangeburg County, South Carolina, more specifically described as follows:

SEE EXHIBIT "A"

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EXHIBIT B

which has the address of 1168 John C. Calhoun, Orangeburg, South Carolina, 29115-6656.

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly nazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument,

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and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a' manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to makee an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower.

Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall he governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred: (b) cures any default of any other covenants or agreements: (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and

Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall he additional sums secured by this Security Instrument.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waivers. Borrower waives all rights of homestead exemption in the Property. Borrower waives the right to assert any statute providing appraisal rights which may reduce any deficiency judgment obtained by Lender against Borrower in the event of foreclosure under this Security Instrument.

23. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150°X) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

__REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR__ MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Dale C. Drummond Witness	Fernelephe Ancrum (Seal) Fernelephe Ancrum
Dennis Wayne Carter Witness	_______________ (Seal)

PROBATE

M-BK: 02354 PG:0108

STATE OF SOUTH CAROLINA,

COUNTY OF LEXINGTON

Before me personally appeared Dawn R Drummond and made oath that he/she saw the within named Borrower sign, seal, and deliver the within written Security Instrument; and that She with me witnessed the execution thereto. Sworn before me this 24 day of October, 2014. DNC

Dennis Wayne Catoe
Notary Public for South Carolina (Seal)

Dawn R Drummond
Witness Signature

My commission expires: 01/16/17

DENNIS WAYNE CATOE
My Commission Expires
NOTARY PUBLIC
01-16-2017
SOUTH CAROLINA

Legal Description

Property Address: 1168 John C. Calhoun Drive
Orangeburg, South Carolina

All that certain piece, parcel or lot of land, with any and all improvements thereon, situate, lying and being in the County of Orangeburg, Orangeburg County, State of South Carolina, being more particularly shown as Orangeburg County No. 0179-17-21-002-000 and 0173-17-21-003-000 and being bounded and measuring as follows: On the Northeast by Cuttino Street for a distance of 152 feet, more or less; on the Southeast by John C. Calhoun Drive for a distance of 110 feet, more or less; on the Southwest by property now or formerly of Ballard Parts, Inc., for a distance of 155 feet, more or less; on the Northwest by property now or formerly of AL M. Hughes, Jr., for a distance of 100 feet, more or less.

This being the same property conveyed to Fernelephe Ancrum by deed from Benjamin Cognata, dated October 24, 2014 to be recorded simultaneously herewith in the Office of the Register of Deeds for Orangeburg County, South Carolina.

TMS#: 0179-17-21-002 & 0173-17-21-003

PROMISSORY NOTE

$70,764.45 October 24, 2014

FOR VALUE RECEIVED, the undersigned, promise to pay to the order of Landvest Holdings I, LLC at 802 Duke Avenue, Columbia, South Carolina 29203, the sum of Seventy Thousand Seven Hundred Sixty-Four and 45/100 Dollars ($70,764.45), together with interest thereon after date at the rate of 10.5% per annum amortized over a 180 month period, with the 5 year balloon payment being due and payable on the 1st day of November, 2019. Principal and interest hereof being due and payable as follows:

Monthly Payments starting December 1, 2014 in the amount of $782.23 with the final balloon payment being due on November 1, 2019, in the approximate amount of $58,243.44, unless paid in full sooner.

There shall be a late fee of 10% of the monthly mortgage amount is to be assessed on any and all payments not posted to Lender's account by the 15th day of any month.

All interest not paid when due shall bear interest at the same rate as the principal.

All payments hereunder shall be made at the address of the Holder hereof, or such other address as the Maker hereof may be notified, in writing, by the Holder.

THE MAKER HEREOF, reserves the right to prepay this Note in part or in full, at any time and from time to time, without premium or penalty.

And the Maker hereby agrees that if at any time any portion of said principal or interest shall be past due and unpaid, the whole amount evidenced by this Note shall, at the option of the Holder thereof, become immediately due and said Holder shall have the right to institute any proceedings upon this Note and any collateral given to secure the same for the purpose of collecting said principal and interest with cost and expense of protecting any security connected herewith.

And the Maker further agrees hereby that if any part of the money due herein be not paid when due, or if this Note be placed in the hands of an attorney for collection, or if this debt or any part thereof, be collected by an attorney or legal proceedings of any kind, a reasonable attorneys' fee, besides all costs and expenses incident upon such collection shall be added to the amount due upon this Note, and be collectible as a part thereof.

All parties hereto hereby waive demand, protest and notice of dishonor and agree to continue to be bound notwithstanding any extension of time or release of collateral granted to any party.

WHEREFORE, this Promissory Note was executed and delivered this 24th day of October, 2014.

Fernelephe Ancrum

Fernelephe Ancrum

EXHIBIT A

36

NEW LOAN PAYMENT FORM

LENDER:	Landvest Holdings I, LLC
BUYER:	Fernelephe Ancrum
PROPERTY:	1168 John C. Calhoun, Orangeburg
CLOSING DATE:	October 24, 2014

A breakdown of your currently monthly payment is shown below. Your total monthly payment may increase or decrease if there is a change in the amount of the real estate taxes, insurance premiums, or other escrowed items.

Interest only or Principal and Interest	$782.23
Real Estate Taxes	$281.55
Total Monthly Payment	$1063.78

PURCHASER:

Fernelephe Ancrum

SWORN BEFORE ME THIS DAY 24th
OF October, 2014
Ronnie Wayne Cates
Notary Public for South Carolina
My commission expires: 01/16/17

HAYNSWORTH
SINKLER BOYD

HAYNSWORTH SINKLER BOYD, P.A.
1201 MAIN STREET, 22ND FLOOR
P.O. BOX 11889 (29211)
COLUMBIA, SOUTH CAROLINA 29201
MAIN 803.779.3080
FAX 803.765.1243
www.hsblawfirm.com

MARY M. CASKEY
CERTIFIED BANKRUPTCY SPECIALIST
DIRECT 803.540.7870
mcaskey@hsblawfirm.com

August 30, 2024

Fernelephe Ancrum
135 Ryan Road
Orangeburg, SC 29118

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

RE: Final Payment Demand for the Promissory Note from Fernelephe Ancrum to Landvest Holdings I, LLC dated October 24, 2014, in the original principal amount of $701,764.45 (the "Note")
HSB File No. 40851.0003

Dear Ms. Ancrum:

This firm represents Landvest Holdings I, LLC ("Landvest"). The referenced loan is in default as a result of your failure to make payments when due under the Promissory Note dated October 24, 2014 (the "Note"). The Note is secured by a Mortgage for property located at 1168 John C. Calhoun, Orangeburg, SC 29115 (the "Mortgage").

Please accept this letter as notice that the Note is in default and Landvest demands the entire balance due under the Note. As of August 24, 2024, the amount owed on the Note is $40,620.69. Interest continues to accrue on the note. The above reflects interest through August 24, 2024, and thereafter at an interest rate of 11.07 per annum.

Landvest demands payment of the total amount due on the Note within fifteen (15) days of the date of this letter. If the Note is not paid in full in fifteen (15) days, Landvest will exercise all rights available to it under the Note, Mortgage, and South Carolina law.

Please see the important notice on the following page. All further communications regarding this matter should be directed to my attention.

Sincerely,

Mary M. Caskey

Mary M. Caskey
MMC/caw
Enclosure

Haynsworth Sinkler Boyd, PA
Attn: Mary M. Caskey
P.O. Box 11889
Columbia, SC 29211
(803) 540-7777

To: Fernelephe Ancrum
135 Ryan Road
Orangeburg, SC 29118
File Number 40851.0003

Haynsworth Sinkler Boyd, P.A. is a debt collector. We are trying to collect a debt that you owe to Landvest Holdings I, LLC. We will use any information you give us to help collect the debt.

Our information shows:

You have a mortgage loan to Landvest Holdings I, LLC, secured by a mortgage on 1168 John C. Calhoun, Orangeburg, SC 29115.

As of July 15, 2024, you owed:	$	39,996.52
Between July 15, 2024 and August 24, 2024 :		
You were charged this amount in interest and fees:	+ $	624.17
Total amount of the debt as of August 24, 2024:	**$**	**40,620.69**

If you are currently in bankruptcy, this notice is for informational purposes only, as required by 12 CFR § 1006.34(c).

How can you dispute the debt?

- **Call or write to us by October 7, 2024, to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by October 7, 2024**, we must stop collection on any amount you dispute until we send you information that shows you owe the debt. You may use the form below or write to us without the form. You may also include supporting documents. We accept disputes electronically via email to DebtDispute@hsblawfirm.com.

What else can you do?

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by October 7, 2024, we must stop collection until we send you that information. You may use the form below or write to us without the form. We accept such requests electronically at DebtDispute@hsblawfirm.com.
- **Go to www.cfpb.gov/debt-collection to learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.

Mail this form to:
Haynsworth Sinkler Boyd, PA
Attn: Mary M. Caskey
P.O. Box 11889
Columbia, SC 29211

Fernelephe Ancrum
135 Ryan Road
Orangeburg, SC 29118

How do you want to respond?

Check all that apply:

☐ **I want to dispute the debt because I think:**

- ☐ This is not my debt.
- ☐ The amount is wrong.
- ☐ Other (please describe on reverse or attach additional information).

☐ **I want you to send me the name and address of the original creditor.**

☐ **I enclosed this amount:** $

Make your check payable to *Landvest Holdings I, LLC*. Include the file number 40851.0003.

NOTICE

From:
Femelephe Ancrum
1168 John C. Calhoun Drive
Orangeburg, South Carolina 29115
Hereinafter collectively referred to as "Claimant"

FILED FOR RECORD
WINNIFA B. CLARK
2024 NOV 26 P 4: 54
CLERK OF COURT
ORANGEBURG, SC

To:
HAYNSWORTH SINKLER BOYD, P.A
ATTN: Mary M. Casey
1201 Maine Street, 22nd Floor
P.O. Box 11889 (29211)
Columbia, SC. 29201
Hereinafter collectively referred to as RESPONDENT, you, your company

RE: Alleged file # 40851.0003 Certified Mail # 70210950000125178200

09/09/24

NOTICE OF DISPUTE;
DEMAND FOR VALIDATION AND PROOF OF CLAIM

To Whom it May Concern,

This notice is being sent to you in response to a letter dated August 30, 2024 received by Claimant from your offices. Be advised that your claim is disputed and validation and proof of claim of the disputed debt is requested in accordance with the **Fair Debt Collection Practices Act, 15 USC § 1692.**, and the **Fair Credit Billing Act, 15 USC. § 1666 et seq.** All of which work in conjunction with each other, including the **Truth In Lending Act (TILA) 15 USC 1601 et seq.** It is not now, nor has it ever been, my intention to avoid paying any obligation that is lawfully owed by the Claimant. In order to make arrangements to pay an obligation which may be lawfully owed, please document and verify the "debt" by complying, in good faith, with this request for validation and return it to me, within thirty (30) days of receipt of this letter.

This is NOT a request for "verification" or proof of Claimant mailing address, but a request for VALIDATION and PROOF OF CLAIM made pursuant to the above named Titles and Sections. I respectfully request that your offices provide Claimant with competent evidence as per the attached "Declaration and Proof of Claim" that I have any legal obligation to pay you the unsubstantiated alleged debt. Furthermore you shall cease all verbal communication. No phone calls to the Claimant.

At this time I will also inform you that if your offices have reported invalidated information to any of the 3 major Credit Bureaus, such as, **Equifax, Experian** and **TransUnion** prior to validation and proof of claim of the disputed debt, this action might constitute fraud under both Federal and State Laws. Due to this fact; if any negative mark is found on any of Claimant credit reports by your company or the company that you represent I will not hesitate in bringing legal action against you and your client for the following:

– Violation of the Fair Credit Reporting Act
– Violation of the Fair Debt Collection Practices Act
– Defamation of Character
– Violation of United States Code **TITLE 18 PART 1 CHAPTER 63 § 1341** (Mail Fraud)

This debt is considered to be invalid until I receive proper validation and your offices provide Claimant with proof of claim of the disputed debt. Your offices have 30 days to produce the required documentation in accordance with FTC guidelines. During this validation period and proof of claim, if any action is taken which could be considered detrimental to any of Claimant credit reports, said action will be considered a "dishonor" and cause the self-executing contract portion of this notice to be implemented. This includes listing any information to a credit reporting repository that could be inaccurate or invalidated.

If your offices fail to respond to this validation and proof of claim request within 30 days from the date of your receipt, all references to this account must be deleted and completely removed from Claimant credit file and a copy of such deletion request shall be sent to Claimant immediately.

Validation of debts [15 USC 1692g]

(b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt **collector shall cease collection of the debt, or any disputed portion thereof**, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

BLACK'S LAW DICTIONARY:

VERIFICATION. Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition.

Counter Claim with Self-executing Contract

If Respondent, such as by commission, omission, and otherwise:

- (a) Fails to provide VALIDATION and PROOF OF CLAIM within thirty (30) days;
- (b) Makes a false representation of the character of the herein above-referenced alleged debt;
- (c) Makes a false representation of the legal status of the herein above-referenced alleged debt;
- *(d)* Makes any threat of action that cannot legally be taken, in violation of any applicable law, such as, the law codified at the *Fair Debt Collection Practices Act,*

will be construed to be Respondent's tacit acceptance of the terms and condition stated herein. In which case RESPONDENT agrees to:

- (e) Voluntarily report this account to all credit bureaus as "paid as agreed;" and,
- (f) Voluntarily waive all claims against Claimant, their Agent or Heirs with prejudice; and,
- (g) The matter regarding the alleged debt is finally and totally settled; and,
- (h) Voluntarily admits the Claimant is the depositor for this account, that Respondent risked none of their assets at any time regarding this account and that they failed to disclose these material facts to Claimant; and,
- (i) Voluntarily report the date of last activity on this account is the date of this notice.

Furthermore, RESPONDENT'S failure to "Cease and Desist" in accordance with the requirements of the FDCPA and other related law, and/or satisfy the above "terms and conditions," constitutes RESPONDENT'S "Breach of Duty" and voluntary agreement to compensate Claimant, by certified mail, with a cashier's check within thirty (30) days of the date of billing by Claimant, their Agent or Heirs, in the following amounts:

- I) One Thousand Dollars ($1,000.00) for each communication made to Claimant or their Agent or Heirs, whether telephonically or in writing, which is not in affidavit form, by a person who has first hand knowledge, regarding Respondent's unsubstantiated claim; and,
- II) Fifty Thousand Dollars ($50,000.00) for each transaction initiated by Claimant where Claimant's commercial ability is impeded due to you, your agents' or assigns adverse credit reporting; and,
- III) Five Thousand Dollars ($5,000.00) for each court appearance Claimant, their Agent or Heirs makes in response to Respondent's unsubstantiated claims; and,
- IV) RESPONDENT owes Claimant the balance equal to the purported credit limit on this account, plus interest and fees, for money lent; and,
- V) Three times the alleged claim amount of Forty Thousand Six Hundred Twenty dollars and Sixty Nine Cents ($40,620.69) which equals ($121,862.07); and,
- VI) Five Thousand Dollars ($5,000.00) per occurrence, for listing or reporting any information to a credit reporting repository which could be considered detrimental to Claimant's credit history; and,
- VII) Punitive damages in the amount of ($315,000.00); and
- VIII)Debt Collector tacitly agrees that Debt Collector will compensate Claimant for all costs; fees and expenses incurred in defending against this and any and all continued collection attempts (by anyone) in the above-referenced alleged account

RESPONDENT also agrees to:

1. Voluntarily authorize Claimant to record a UCC-1 on RESPONDENT as debtor to secure the debt owed Claimant; and,
2. Voluntarily prove their claim as a RESPONDENT in possession of Claimant property in a involuntary bankruptcy proceeding process; and,
3. Voluntarily compensate Claimant for ALL costs and attorneys/consultant fees; and,
4. Resolve ALL claims by Claimant, against Respondent, et al, exclusively and finally through binding arbitration, if necessary, to enforce the above terms, conditions, fees, penalties and damages. Arbitration replaces the right to go to court except to confirm an arbitration award. The arbitration organization that is selected will apply its code or

procedure in effect at the time the arbitration is filed, subject to this agreement. The arbitration will be conducted before a single arbitrator. The arbitrator's authority is limited solely to the Claims between Claimant and Respondent alone. The arbitration will not be consolidated with any other arbitration proceeding. If Claimant prevails i.. the arbitration of any Claim against Respondent, Respondent will reimburse Claimant for any fees Claimant paid to the arbitration organization in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. This arbitration provision applies to all Claims now in existence or that may arise in the future. The arbitration provision shall survive any voluntary payment of Claimant's claim against Respondent, in full, or any bankruptcy by Respondent.

This is a private communication and is intended to affect an out-of-court settlement of this matter. Conduct yourself accordingly. Should any provision on this agreement be found to not be enforceable by order of a court of competent jurisdiction, it shall not adversely affect any other provision of this agreement and reasonable opportunity and effort shall be taken to modify it to become enforceable.

"Equality under the Law is PARAMOUNT and MANDATORY by Law"

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
Applicable to all successors and assigns
Silence is Acquiescence/Agreement/Dishonor

Executed on this 9th day of September 2024 by. Femelephe Ancrum
Femelephe Ancrum, Agent for
FENELEPHE ANCRUM.

This is Notice, that I do not recognize the Respondent from which the Claimant has received a debt collection attempt, and I must necessarily dispute part, or all, of the alleged debt until the following is received...

CREDITOR/DEBT COLLECTOR DECLARATION and PROOF OF CLAIM

Please provide all of the following information and submit the appropriate forms and paperwork back to me along with an Affidavit signed in Accordance with 28 U.S.C. § 1746 within 30 days from the date of your receipt of this request for validation and proof of claim.

1. Alleged Name and Address of Creditor
2. Name on File of Alleged Debtor:
3. Alleged Account #:
4. Amount of alleged debt:
5. Date that this alleged debt became/becomes payable:
6. Date of original charge off or delinquency:
7. Amount paid if debt was purchased:
8. Please attach a copy of any signed agreement alleged debtor/claimant has made with debt collector, or other verifiable proof that debtor/claimant has a contractual obligation to pay debt collector.
9. Furnish a copy of the **original promissory note**/agreement redacting my social security number to prevent identity theft and state that your client named above is the holder in due course of the note agreement and will **produce the original for my own and a judge's inspection** should there be a trial to contest these matters.
10. Produce the account and general ledger statement showing the **full accounting** of the alleged obligation that you are now attempting to collect. Such as; **FR 2046 balance sheet (OMB #'s 2046, 2049, 2099), 1099 OID report, S-3/A registration statement, 424-B5 prospectus, RC-S & RC-B call schedules**
11. Identify by name and address all persons, corporations, associations, or any other parties having an interest in legal proceedings regarding the alleged debt.
12. Verified specifically, **name(s)** of person(s) assigned as Trustee to handle Corporations affairs and to be held accountable for the actions of the Corporation. Such as CFO and subordinates responsible for debt collections.
13. Verify as a third party debt collector, you have not purchased evidence of the alleged debt and are proceeding with collection activity in the name of the original maker of the note.
14. Verify you know and understand that certain clauses in a contract of adhesion, such as a so-called forum selection clause, are unenforceable unless the party to whom the contract is extended could have rejected the clause without impunity.
15. Provide verification from the stated creditor that you are authorized to act for them.
16. Verify that you know and understand that contacting me again after receipt of this notice without providing procedurally proper validation of the debt constitutes the use of interstate communications in a scheme of fraud by advancing a writing, which you know is false with the intention that others rely on the written communication to their detriment a violation of United States Code **TITLE 18 PART 1 CHAPTER 63 § 1341.**

Disputing the Debt,

Dated this 10 day of September, 20 24

By: Fernelephe Ancrum

Fernelephe Ancrum (expressly all rights reserved),
Real Party in Interest, Living and breathing woman.

State of South Carolina)
) ss.:
County of Orangeburg)

Subscribed and Affirmed and having been duly sworn to at ________ (town/city)

before me Angie G. Whitmore, a Notary Public for the said county and state as above noted, do hereby state that the living woman, Fernelephe Ancrum, personally appeared before me and signed the foregoing instrument. Witness my hand and official seal this 10th day of September, 2024

Angie G. Whitmore
Notary Public Signature

January 12 2027
My Commission Expires [SEAL]

cc:

1. South Carolina Department of Commerce
2. Experian
3. Equifax
4. Transunion
5. LexisNexis

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Haynsworth Sinkler Boyd P.A.
P.O. Box 11889 (29211)
Columbia, SC 29201

9590 9402 6831 1074 2139 61

2. Article Number (*Transfer from service label*)

7021 0950 0001 2517 8200

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (*Printed Name*)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

FILED FOR RECORD
WINNIFSA B CLARK
2024 NOV 26

CLERK OF COURT
ORANGEBURG SC

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS

NOTICE OF DISPUTE AND COLLECTION

11-25-2024

Fernelephe Ancrum (hereinafter referred to as Defendant, I, me)
10 Hewitt Lane
St. Matthews, South Carolina 29135

vs.

Landvest Holdings I, LLC (hereinafter referred to as Plaintiff, Haynsworth Sinkler Boyd)
802 Duke Avenue, Columbia, 29203

CASE NUMBER: 2024CP3801428

This letter is to serve as written notification to inform the Orangeburg Common Pleas of my, Fernelephe Ancrum's position regarding **CASE #2024CP3801428 to dispute. Please be** advised that I have sent the Plaintiff a **NOTICE OF DISPUTE: DEMAND FOR VALIDATION AND PROOF OF CLAIM** on **9/11/2024 via certified mail return receipt # 70210950000125178200.** This correspondence was delivered, picked up, and **received on September, 16 2024** by the plaintiff's designated point of contact. This document was was directed to the law offices of **HAYNSWORTH SINKLER BOYD**, attention to **Mary M. Caskey**, so determined as the plaintiff's preferred choice of contact for all sources of communications detailed in the plaintiff's correspondence to the defendant dated August 30, 2024. The Defendant's demand for validation and proof of claim was sent in good faith and for an earnest resolve, sent to clear any ambiguity in the terms of the alleged agreement between the plaintiff and the defendant. The notice of dispute and demand for validation and proof of claim was preceded by a threat from the Plaintiff to seize the Defendant's property located at 1168 John C. Calhoun Drive Orangeburg, SC 29115 for non payment of an alleged debt. Not only did the Plaintiff not respond in good faith and business practices the plaintiff then filed this frivolous case against the defendant on October 28, 2024, giving the defendant 30 days from the date of filing by which to respond. **However, I, the defendant would like the courts of Common Pleas to be made aware that I was just made aware of this complaint 36 hours ago!**

<u>PLEASE BE ADVISED THAT TO DATE:</u>

- The NOTICE OF DISPUTE:DEMAND FOR VALIDATION AND PROOF OF CLAIM (Exhibit A) pursuant to 15 USC § 1692, 15 USC § 1666 et seq, and 15 USC 1601 et seq. was delivered on 09-16-2024 via certified mail. Since that time through this present time the plaintiff has failed to substantiate their claim or to present any lawful standing to the amounts alleged.

NOTICE OF DISPUTE AND COLLECTION

- The Plaintiff was given 30 days to produce the required documentation in accordance with the FTC and the FDCPA guidelines. This alleged debt is now considered invalidated and all references to said account must be deleted.

- As a result, this dispute should have been **settled, resolved, finished,** and **closed** effective 10-16-2024.

- I, further highlight that the plaintiffs claim against the defendant is precluded by Estoppel in pais!

- A deadline to respond to my demand was 10-16-2024. Therefore, I request a **default and/or summary judgment** in my favor with all damages and fees awarded back to me.

- By the Plaintiff's failure to respond, the plaintiff has also acquiesced to the terms and conditions of the counter claim and self executing contract so ordered and outlined in the Defendant's NOTICE OF DISPUTE: DEMAND FOR VALIDATION AND PROOF OF CLAIM issued to the plaintiff in writing.

- Because the plaintiff has chosen willfully not to cease and desist in their fraudulent efforts to extort after being notified of such consequences, the self executing contract is **now in effect and remains in effect** from **10-16-2024 to present** and constitutes the Plaintiff's Breach of Duty.

- As a result, I, the defendant, am enforcing a payment due from the plaintiff for a total amount of **$269,961.01** (See Exhibit B for invoice breakdown pursuant to Self-Executing Contract agreement received and signed for by the plaintiff on 09-16-2024).

- The defendant would also like for the record to reflect that a UCC-1 lien has also been voluntarily agreed to by the Plaintiff to be filed by the Defendant for the collection of fees should the Plaintiff not pay within a timely manner from the receipt of the date on the invoice.

- The Plaintiff also agrees to any court and attorney/consultations fees associated with the Defendants defense regarding this matter now or in the future.

Furthermore, by filing this case with a file date of October 28,2024 the Plaintiff has knowingly, wrongfully and unlawfully taken an adverse action against me, the Defendant, for exercising my consumer rights in good faith by they, the plaintiff, not substantiating such a claim with proper documentation as requested. If this had been done tastefully this would have yielded a remedying of the alleged debt outside of the courts in a private non judicial manner as previously so wished and expressed by the Defendant to the Plaintiff in writing. The plaintiff's deceptive practices and lack of full disclosure amounts to fraud, racketeering, and extortion. Upon receipt of the defendants response I am requesting the following immediately:

<u>**I demand a remedy inclusive of:**</u>

1) Fees in the amount of $269,961.01.
2) $5000 restitution payment for extortion under South Carolina Law, SC Code § 16-17-640.
3) A property free and clear of any encumbrances.
4) The right to peacefully and freely engage in commercial intercourse at 1168 John C. Calhoun Drive Orangeburg, SC 29115 without harassment and fraudulent mail threats!

Fernelephe Ancrum ____________________ 11-25-2024

Authorized Representative Date

NOTARY ACKNOWLEDGMENT

State of South Carolina)

County of Orangeburg)

On November 26th, 2024 before me, Janeshia A. Charles,

personally appeared Fernelephe Ancrum,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of South Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTICE OF DISPUTE AND COLLECTION

Signature [illegible]

Printed Name Janeshia A. Charles

My Commission 10/22/2031 (Seal)

JANESHIA A. CHARLES
NOTARY PUBLIC
COMM. EXP. 10-22-2031
SOUTH CAROLINA

FERNELEPHE ANCRUM'S FEE SCHEDULE

Attention: **Landvest Holdings I, LLC, Haynsworth Sinkler Boyd**

~~**Landvest Holdings I, LLC**~~
802 Duke Avenue,
Columbia, South Carolina 29203

FILED FOR RECORD
WINNIFA B. CLARK
2024 NOV 26 P 1:54
CLERK OF COURT
ORANGEBURG CO.

Date: 11/25/24

Invoice Number: **2024CP3801428**

Description	Quantity	Unit Price	Cost
Written Correspondence w/o validation of debt.	1	$1,000.00	$1,000.00
Initiating the impedance of Defendant's commercial ability	1	$50,000.00	$50,000.00
Court Appearance	1	$5,000.00	$5,000.00
Balance equal to purported credit limit on account	1	$70,764.45	$70,764.45
Alleged Claim Amount	3	$40,620.69	$121,862.07
Consult/Advisory Fees	4	$625.00	$2,500.00
		Subtotal	**$251,126.52**
	Tax	**7.50%**	**$18,834.49**
		Total	**$269,961.01**

Terms: 30 Days

If this matter is not settled within 30 days a UCC-1 will be filed against your assets to recover any and all funds due.

***Cashier Checks should be made payable to Fernelephe Ancrum.**

ATTEST: TRUE COPY
Winnifa B Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS

Case No. 2024-CP-38-01428

Landvest Holdings I LLC,

Plaintiff,

vs.

Fernelephe Ancrum and the U.S. Small Business Administration, an agency of the Government of the United States of America,

Defendants.

MOTION FOR AN APPEAL BOND

Plaintiff Landvest Holdings I LLC ("Plaintiff"), hereby moves, pursuant to Rule 7 and Rule 59(e), SCRCP, seeking an order setting a bond in order for the sale of the Mortgaged Property (defined below) to be stayed pending the appeal filed by Defendant Fernelephe Ancrum ("Defendant").

On June 10, 2025, Defendant filed a Notice of Appeal, and on June 16, 2025, Defendant filed an Amended Notice of Appeal, both appealing the Master in Equity's Order and Judgment of Foreclosure and Sale (the "Order") entered on June 10, 2025. The Order held that property commonly known as 1168 John C. Calhoun Drive, Orangeburg, SC 29115-6656 (the "Mortgaged Property") be sold at the August judicial sale.

Defendant's Notices of Appeal did not include any proposed Appeal Bond Amount. *See generally* Rule 241, SCACR and Rule 62(f), SCRCP. S.C. Code Ann. § 18-9-170 provides that,

> "If the judgment appealed from direct the sale or delivery of possession of real property, the execution of the judgment shall not be stayed unless a written undertaking be executed on the part of the appellant, with two sureties, to the effect that during the possession of such property by the appellant he will not commit or suffer to be committed any waste thereon and that if the judgment be

affirmed he will pay the value of the use and occupation of the property from the time of the execution of the undertaking until the delivery of possession thereof pursuant to the judgment, not exceeding a sum to be fixed by a judge of the court by which judgment was rendered and which shall be specified in the undertaking. **When the judgment directs the sale of land to satisfy a mortgage thereon or other lien, the undertaking shall provide that in case the judgment appealed from be affirmed and the land be finally sold for less than the judgment debt and costs then the appellant shall pay for any waste committed or suffered to be committed on the land and shall pay a reasonable rental value for the use and occupation of the land from the time of the execution of the undertaking to the time of the sale, but not exceeding the amount of such deficiency, which sum shall be duly entered as a payment on the judgment**; and in case the land shall be unimproved land, then in any action or proceedings now pending or hereafter begun in any of the courts of this State the undertaking shall further provide for the payment by appellant, if the judgment be affirmed, of any taxes due at the time of the appeal or already paid by the mortgagee, or becoming due during the pendency of the appeal, and also for the payment by appellant of the interest on the debt falling due during the pendency of such appeal.

(Emphasize added)

Plaintiff respectfully requests that the Court set a bond a pursuant to S.C. Code Ann. § 18-9-170 due from Defendant in order for the sale of the Mortgaged Property to be stayed pending resolution of the Defendant's appeal, and for such other relief as may be just and proper.

s/ Mary M. Caskey
Mary M. Caskey
SC Bar No. 76198

Haynsworth Sinkler Boyd, P.A.
PO Box 11889
Columbia, SC 29211-1889
(803) 779-3080
mcaskey@hsblawfirm.com

June 19, 2025

Attorneys for Plaintiff

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS

Case No. 2024-CP-38-01428

Landvest Holdings I LLC,

Plaintiff,

vs.

Fernelephe Ancrum and the U.S. Small Business Administration, an agency of the Government of the United States of America,

Defendants.

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that a foreclosure hearing in the above-referenced foreclosure action will be held before the Honorable James B. Jackson, Jr., Master in Equity for Orangeburg County, on **Wednesday, May 7, 2025, at 10:30 A.M**. at Orangeburg County Courthouse Annex, 250 Gibson Street, Orangeburg, South Carolina.

YOU WILL TAKE FURTHER NOTICE that, pursuant to S.C. Code Ann. § 14-11-110 (1976), the Plaintiff may prove its case by written testimony, the circumstances being that it is in the interest of justice to reduce the expense of bringing witnesses to trial in a default foreclosure hearing before a judge where the importance of presenting the testimony of witnesses orally in open court does not exist.

You are requested to notify attorney Mary M. Caskey at (803) 779-3080 of your intention to appear. You are invited to attend as you see fit.

[signature on following page]

s/ Mary M. Caskey
Mary M. Caskey
SC Bar No. 76198

Haynsworth Sinkler Boyd, P.A.
PO Box 11889
Columbia, SC 29211-1889
(803) 779-3080
mcaskey@hsblawfirm.com

April 15, 2025

Attorneys for Plaintiff

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS

Case No. 2024-CP-38-01428

Landvest Holdings I LLC,

Plaintiff,

vs.

Fernelephe Ancrum and the U.S. Small Business Administration, an agency of the Government of the United States of America,

Defendants.

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that on April 15, 2025, I caused the below named parties to be served with a copy of the following document(s):

1. Notice of Hearing;
2. Notice of Electronic Filing; and
3. Certificate of Service.

by causing said document(s) to be placed in a sealed envelope with postage thereon fully prepaid, in the United States mail, with return address clearly shown, as set forth below.

Fernelephe Ancrum
1168 John C. Calhoun Dr
Orangeburg, SC 29115

Fernelephe Ancrum
10 Hewitt Lane
St. Matthews, SC 29135

Dina G. Boorda, Esq. (Via E-file)

Carol A Williamson

Carol A. Williamson

55

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

LANDVEST HOLDINGS I LLC,

Plaintiff,

vs.
C/A No.: 2024-CP-38-01428

FERNELEPHE ANCRUM AND THE U.S. SMALL BUSINESS ADMINISTRATION, AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA,

Defendants.

H E A R I N G
BEFORE THE HONORABLE JAMES B. JACKSON, JR., MASTER IN EQUITY

DATE TAKEN: Wednesday, May 7, 2025

TIME START: 10:26 a.m.

TIME END: 11:07 a.m.

LOCATION: Orangeburg County Courthouse Annex
250 Gibson Street
Orangeburg, South Carolina

REPORTED BY: SHERI L. BYERS, RPR
EVERYWORD, INC.
P.O. Box 1459
Columbia, South Carolina 29202
803.212.0012

56

APPEARANCES:

ATTORNEYS FOR THE PLAINTIFF
LANDVEST HOLDINGS I LLC:

HAYNSWORTH SINKLER BOYD, P.A.
BY: MARY M. CASKEY, ESQUIRE
1201 Main Street, 22nd Floor
Columbia, South Carolina 29201
803.779.3080
mcaskey@hsblawfirm.com

FERNELEPHE ANCRUM, Appearing pro se

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I N D E X

E X H I B I T S

PLAINTIFF'S	DESCRIPTION	ADMITTED
1	Promissory Note	10
2	Mortgage	14
3	Letter Dated 8-30-2024	15
4	Loan Calculator Tool	18
5	Attorney's Fees and Costs	19
6	Promissory Note Dated 9-25-2024	25
7	Promissory Note Dated 12-11-2024	25

(All exhibits were retained by Judge Jackson.)

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P R O C E E D I N G S

- - -

THE COURT: Madam Court Reporter, we're now on the record in the matter of Landvest Holdings LLC, plaintiff, versus Fernelephe Ancrum and the United States Small Business Association are defendants.

The plaintiff is present represented by its attorney, Mary Caskey.

Ms. Ancrum is also present, along with her sister, Ms. Tyler.

Case number is 2024-CP-38-01428.

Ms. Ancrum, do you have a lawyer helping you with this?

MS. ANCRUM: No, Your Honor. I'm representing myself.

THE COURT: Is that the way you want to do it? Or do you need time to go talk to a lawyer or hire a lawyer, or would you like to represent yourself?

MS. ANCRUM: I would like to represent myself.

THE COURT: Okay. Have you all tried to work anything out on this? Anything that I can

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do to help with that?

MS. CASKEY: Your Honor, I have responded to several requests for information from Ms. Ancrum, but we have not discussed any resolution. If you would like us to do that for a few minutes, I'm happy to do that if you would like. This is a default.

THE COURT: Yeah. Well, I see an answer in here. She filed an answer.

MS. CASKEY: Your Honor, I don't have a copy of any answer filed by Ms. Ancrum. There was an answer filed by the Small Business Association through the U.S.

THE COURT: I'm looking at an answer she filed.

Barbara, can you print this?

MS. CASKEY: Your Honor, is that document titled Notice of Dispute and Collection?

THE COURT: No. It's titled Answer of Defendant to United States of America Small Business Administration, is what it says. She'll print it for you.

MS. CASKEY: Yes, Your Honor. I have that one. That's the answer by the SBA.

THE COURT: Well, Ms. Ancrum signed it.

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MS. CASKEY: Okay. Then maybe we're looking at different things.

THE COURT: Yeah. I thought the same thing at first, but it's got her signature at the bottom.

MS. CASKEY: Okay.

THE COURT: You don't have an extra copy of this document, do you?

MS. ANCRUM: No, sir.

THE COURT: Did you just file it? Is that correct?

MS. ANCRUM: Yes, sir. Everything I filed, I got certified.

THE COURT: It's two pages, right?

It looks like it was filed on February 21st. I don't know whether that was in time or not.

MS. CASKEY: Your Honor, I don't know.

THE COURT: The affidavit says she was served on November 22nd of 2024.

MS. CASKEY: Yes, Your Honor, that's the affidavit of service, and I'm looking at it too, so I would say it was out of time. Notwithstanding that, it does seem like a lot of these allegations have to do with the SBA loan

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and not this loan.

We would still like to proceed as a contested hearing, and my client, Ben Cognata on behalf of Landvest Holdings is here to testify.

THE COURT: All right. It's out of time anyway.

MS. ANCRUM: Your Honor, it was January 31st, 2025, when I received it.

THE COURT: When you received what? The summons and complaint you received in November of 2024, according to this affidavit of Horace Leysath.

MS. ANCRUM: November of 2024?

THE COURT: Yes, ma'am.

MS. ANCRUM: That's when I sent my --

THE COURT: They filed a summons and complaint, and according to this affidavit, you were served with it on November 24th of 2024.

I'm going to make you a copy of it.

MS. ANCRUM: Yes, sir.

THE COURT: Do you remember Mr. Leysath coming to your house and bringing you that paper?

MS. ANCRUM: No, sir.

THE COURT: Well, he says he did.

MS. ANCRUM: No, sir.

THE COURT: He said he served it on you at 1168 John C. Calhoun. Where is that?

MS. ANCRUM: That's my property, Your Honor.

THE COURT: Well, that's where he says he served it on you.

MS. ANCRUM: Okay.

THE COURT: Anyway, we're going to go ahead and proceed. Okay?

All right. Go ahead and call your first witness, Ms. Caskey.

MS. CASKEY: Thank you, Your Honor. I call Ben Cognata.

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BENJAMIN CASS COGNATA, being first duly sworn, testified as follows:

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THE WITNESS: Benjamin Cass Cognata. B-E-N-J-A-M-I-N C-A-S-S C-O-G-N-A-T-A.

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DIRECT EXAMINATION

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BY MS. CASKEY:

Q. Mr. Cognata, what is your position with the

plaintiff, Landvest Holdings?
A. I'm the owner of that company.
Q. Are you the sole member?
A. I am.
Q. Okay. And what does that company do?
A. That company invests in property, buys property and then sells property, or sells property and holds a mortgage every once in a while, or it rents out property.
Q. And are you familiar in your capacity as owner of that company with the loan made to Ms. Ancrum?
A. I do remember, yes.
Q. I'm going to hand you a document. Can you identify it for the Court?
A. This is the note prepared I believe by Dennis Catoe, attorney, for the mortgage.
Q. Okay. For the loan that you made to Ms. Ancrum?
A. Correct.
Q. Okay. What was the principal amount that you loaned to Ms. Ancrum?
A. Top left, $70,764.75 would have been the principal amount.
Q. Okay. And when did the note mature?

A. We had a balloon payment due in 2019, but I agreed with Ms. Ancrum that we would allow her to continue making payments on it to help her out.

MS. CASKEY: Okay. Your Honor, I would like to introduce a copy of the note as Exhibit 1.

THE COURT: Ms. Ancrum, do you have any objection to that being offered into evidence?

MS. ANCRUM: No.

THE COURT: Without objection.

MS. CASKEY: I premarked it. Would you like the court reporter mark it again?

THE COURT: Let her see it.

MS. ANCRUM: Your Honor, I'm sorry. I object to the default. I object to that.

THE COURT: Well, the evidence is that -- well, let me do this first. Okay?

MS. ANCRUM: Okay.

MS. CASKEY: Your Honor, here's a copy.

All right. Mr. --

THE COURT: All right. Let me deal with this. The evidence is you were served in November of 2024. You have filed your answer in -- way after the 30 days. I have no choice but to hold that you're in default. Okay?

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MS. ANCRUM: Your Honor, I was served --

THE COURT: I will hear from you when it's your time to testify.

MS. ANCRUM: Yes, sir.

THE COURT: But that's when -- you know, that's what the answer -- I mean, that's what the documents show. Okay?

MS. CASKEY: And, Your Honor, so we can clarify this point, I do want to let the Court know, I received a document titled Notice of Dispute and Collection that was dated November 25th, 2024, which I treated as a dispute pursuant to the Fair Debt Collection Practices Act because I had sent Ms. Ancrum a notice pursuant to the FDCPA when I sent her an initial demand letter.

And she had on at least two occasions responded to me with a Notice of Dispute, and I did respond to that. So I'm not sure if she's intending that that was her answer.

MS. ANCRUM: Yes, Your Honor.

MS. CASKEY: But in the interest of giving her the benefit of the doubt as a pro se plaintiff who -- or pro se defendant who tried to comply with the rules, I'm okay to treat the

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answer as the Notice of Dispute and Collection that she sent.

THE COURT: Let me have a copy of it.

MS. CASKEY: Yes, sir. Your Honor, I apologize, I didn't treat this as an answer.

MS. ANCRUM: I have it.

MS. CASKEY: So I just want full disclosure -- full disclosure to the Court that I did get a document from her.

THE COURT: All right. Well, I'll treat it as an answer for purposes of this.

MS. CASKEY: Okay.

THE COURT: We'll still proceed.

MS. CASKEY: Thank you, Your Honor.

BY MS. CASKEY:

Q. Mr. Cognata, what amount of the payments was Ms. Ancrum supposed to make under the note?

A. Well, each month starting on 30 days after the -- beginning of the -- after the closing, she was supposed to pay $782.23 every month with a total payment of $58,243.44 would be due on the 1st of November 2019.

Q. Okay. And you allowed her to continue making monthly payments after that time?

A. Yeah, I talked to her, and we were both

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okay with her continuing to make the same payments. The main reason why there's a balloon is if the interest rates fluctuate and change, or if we want to take -- or if we want to end the loan, obviously, but it was fine at the time.

Q. Okay. And so you did not exercise the default upon the maturity of the note?

A. Correct.

Q. Okay. I'm going to hand you a second document that's titled Mortgage. Do you recognize this document?

A. Yes.

Q. And what is the address that this mortgage encumbers?

A. It was John C. Calhoun. Can you show me where on here that would be?

Q. Look at the last page on the legal description.

A. Thank you.

Q. The street number is 1168 John C. --

A. 1168 John C. Calhoun Drive in Orangeburg, South Carolina.

Q. And what is that property used for?

A. It was vacant with a burned building whenever I sold it to her, and I believe now it's a

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hamburger preparation and hot dog preparation fast-food restaurant.

Q. Okay. And did Ms. Ancrum give this mortgage to secure the note that was introduced as Exhibit 1?

A. Yes.

MS. CASKEY: Okay. And I'd like to move to introduce this as Exhibit 2, Your Honor.

THE COURT: So admitted.

Do you have any objection to that, Ms. Ancrum? It's a mortgage that apparently you signed.

MS. ANCRUM: I object, Your Honor.

THE COURT: I'm going to overrule your objection. It is a mortgage on record that you apparently signed. If you didn't sign it, I will hear from you when it's your turn to testify.

BY MS. CASKEY:

Q. All right. Mr. Cognata, at some point did Ms. Ancrum fail to make the payments that you had agreed she could continue to make on a monthly basis?

A. She continuously failed to make the payments, but she would catch them up with a large sum. And then I think at one point in time she was

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actually in full -- paid ahead a little bit. And then at a certain point in time -- give me one second and I can tell you when. Approximately the end of 2023, she stopped altogether.

Q. Okay. And after that time, did you retain a lawyer to begin collections?

A. I waited to see if she would begin paying again, and then I did retain you -- or your firm.

Q. Okay. I'm going to hand you a letter that's dated August 30th, 2024. Did you retain counsel to send this letter as a demand for the amount that's due under the note?

A. Yes. I believe this is the one, yes.

Q. Okay. And you indicated that you wanted to send this notice before you commenced the foreclosure, correct?

A. Yes.

MS. CASKEY: Okay. Your Honor, I would move to admit the notice of default as Exhibit 3.

THE WITNESS: It looks like there's a little bit of a typo there but --

MS. CASKEY: I'll mention that in a second.

THE COURT: Any objection to that, Ms. Ancrum?

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MS. ANCRUM: Yes, Your Honor, I object. I never received this.

THE COURT: I'll let you testify to that when the time comes. I'm going to overrule your objection, and let it be admitted as Plaintiff's Exhibit 3.

BY MS. CASKEY:

Q. All right. Now, Mr. Cognata, looking at Exhibit 3, you noticed that there is a typo in the subject line, correct?

A. Yes.

Q. Because it references that the principal amount is 701,000, correct?

A. Yes.

Q. And that was not the principal, was it?

A. That's correct.

Q. Is the amount that was past due in the body of the note correct, $40,620.69?

A. Yes, at that time.

Q. Okay. And did you maintain a payment history for this account?

A. Yes.

Q. And did you keep track of all the payments you received from Ms. Ancrum?

A. Yes.

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Q. All right. I'll hand you a copy of a document. Is this something you maintain --

A. Yes.

Q. -- in the ordinary business records maintained for Landvest?

A. Yes.

Q. Do you personally enter the payment information, or is someone assisting you?

A. I personally entered the information.

Q. And this loan calculator tool that you're looking at, would this reflect all of the payments that have been received on the loan?

A. Yes.

Q. And what is the balance that's owed as of May 7th, 2025, according to this?

A. $44,295.67.

Q. Okay. And that does not include attorneys fees, correct?

A. That's correct.

Q. And it doesn't include past due taxes, correct?

A. That's correct.

Q. Do you know whether the taxes are current on this property?

A. Last time I checked, they are not current

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for two years.

Q. Okay. And you haven't redeemed it yet?

A. I have not paid them yet.

Q. Okay.

A. They have been sold at tax sale already.

Q. Okay. Has the redemption period expired?

A. It has not.

MS. CASKEY: I would like to move to admit the loan calculator tool as the payment history as Exhibit 4.

THE COURT: Did you show it to her?

MS. CASKEY: I did, Your Honor.

THE COURT: Do you have any objection, Ms. Ancrum?

MS. ANCRUM: I object, Your Honor. I'm not understanding.

THE COURT: I'm going to overrule your objection. Thank you very much.

MS. CASKEY: Your Honor, can I have the notice back? That's the actual Court exhibit, not your copy. Sorry, I'll sub it out. I apologize.

BY MS. CASKEY:

Q. All right. Mr. Cognata, have you received the payment for the amount that's due under the note as of today?

A. No, I have not.

Q. Okay. And are you seeking to go ahead and have this property sold at foreclosure?

A. Yes.

Q. And you're seeking a deficiency, correct?

A. I'm not sure yet.

Q. Okay. Have you demanded a deficiency in order to preserve that right through the sale?

A. Yes. Yes.

MS. CASKEY: And, Your Honor, I would move to admit as Exhibit 5 the attorney's fee affidavit that I completed and was filed yesterday.

THE COURT: All right. So admitted.

MS. CASKEY: All right. Your Honor, I have no further questions from Mr. Cognata at this time.

THE COURT: All right. You have a right, Ms. Ancrum, to ask Mr. Cognata questions. Now, you can't testify, but you can ask him questions. Okay? So feel free to do that.

MS. ANCRUM: Yes.

- - -

CROSS EXAMINATION

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\- - -

BY MS. ANCRUM:

Q. Mr. Cognata, am I pronouncing that right?

A. Yes.

Q. So you are the owner of Landvest Holdings?

A. Yes.

Q. When I requested -- when I sent you -- when I sent you notification -- or Haynsworth notification for the demand of validation and proof of claim on 9-11-2024, I didn't receive any documentation from you but the promissory note.

And then Exhibit A, I specifically asked for certain documentation. I haven't received anything. And if you are Landvest Holdings, shouldn't you have that documentation?

THE COURT: What documents do you want, Ms. Ancrum?

MS. ANCRUM: Exhibit A, Your Honor.

THE COURT: Exhibit A, I'm looking at it.

MS. ANCRUM: Yes.

THE COURT: It's a notice. It's got all kinds of stuff in it.

MS. ANCRUM: Yes, sir.

THE COURT: Tell me specifically what you're looking for.

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MS. ANCRUM: I am looking for -- I have a list, Your Honor, but the main thing is to produce the account and general ledger statement showing full account. Like a 1099.

THE COURT: A 1099 is not what you -- it's something totally different. Okay? Again, he's offered into evidence today. I don't know whether he sent you this before, but he's offered into evidence the account. That's what this is.

MS. ANCRUM: Your Honor, I'm asking for a full disclosure. That's payment history.

THE COURT: Well, that's --

MS. ANCRUM: I'm not asking for that. I'm asking for an account showing that Landvest Holdings provided something in my behalf. I want verification, Your Honor.

THE COURT: Verification of what?

MS. ANCRUM: Verification of the account.

THE COURT: Well, I don't know what that is other than a payment history.

MS. CASKEY: And, Your Honor, just to preserve the record, I would like to object. This is primarily her testifying as opposed to asking questions. If she would like to --

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THE COURT: Well, she asked him if he produced it.

MS. CASKEY: Correct, Your Honor.

THE COURT: Did you produce anything like that, Mr. Cognata?

THE WITNESS: I produced a mortgage and a note whenever you purchased the property.

MS. ANCRUM: That's not what I requested in my notice that I sent.

THE WITNESS: And absolutely at any point in time you could have gotten the records of all your payments if you didn't have them yourself.

MS. ANCRUM: I didn't requested my payments. I'm requesting your record of accounting showing that Landvest Holdings gave consideration on my behalf to the alleged debt.

THE WITNESS: It wasn't paid.

THE COURT: Do you know what this is, Mr. Cognata?

THE WITNESS: A ledger is what I believe that would be, the amount you paid.

MS. ANCRUM: I sent a declaration page stating what all I wanted.

And I gave him 30 days, Your Honor.

THE COURT: Did you send her any of that?

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THE WITNESS: I didn't send her anything. I'm not sure what --

THE COURT: You sent her the note and the mortgage; is that right?

THE WITNESS: The note and mortgage, and I had available to her at any time the ledger, what she paid, what her balance was.

MS. ANCRUM: And I specifically asked for --

THE COURT: He said he didn't send you any of that. Okay?

MS. ANCRUM: Okay.

THE COURT: I'm sure he'll concede that he'll send you whatever it is that you're looking for, which I'm not sure what it is either.

MS. ANCRUM: If he had, we could have cleared the confusion of the alleged debt, Your Honor.

THE COURT: All right. Well, all right. Any other questions?

MS. ANCRUM: No, sir.

THE COURT: All right. Thank you. You can step down, Mr. Cognata.

Anything further, Ms. Caskey?

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MS. CASKEY: Well, Your Honor, the defendant has raised the issue of whether or not her notice was responded to. And as counsel of record, the notice that she sent was sent to me as Mr. Cognata's lawyer.

I responded on -- again, I treated it -- even though this is a commercial loan, I treated this loan with additional caution pursuant to the Fair Debt Collection Practices Act, so when I got a notice dated -- I'm not sure of the date of this notice. I think it was September 9th, 2024. I responded on September 25th, 2024, with a copy of the note, a copy of the mortgage, a copy of the FDCPA notice and a complete ledger showing the payment history.

I sent a second notice to Ms. Ancrum on December 11th, 2024, with a copy of that same letter.

And I would just move to introduce those as exhibits 6 and 7.

THE COURT: Okay. Show them to her.

Do you remember receiving those documents, Ms. Ancrum?

MS. ANCRUM: Yes, Your Honor, but that's not what I asked for.

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THE COURT: I'll let you testify in a minute. I'm going to allow those to be offered into evidence.

MS. CASKEY: Your Honor, I only have one copy of these, so I'll just hand them to you so you can review them.

We would seek to have this property sold at the next available judicial sale with a deficiency demanded, unless waived, prior to the sale.

THE COURT: All right. Ms. Ancrum, I will be glad to hear from you at this point.

MS. ANCRUM: Yes, sir. Do I need to --

THE COURT: Yeah, come on up and let me swear you in.

\- - -

FERNELEPHE ANCRUM, being first duly affirmed, testified as follows:

\- - -

THE COURT: Have a seat and give the court reporter your full name, please, ma'am.

MS. ANCRUM: Yes, Fernelephe Ancrum.

THE COURT: Spell your first name because it's a little different spelling.

THE WITNESS: Yes, sir.

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F-E-R-N-E-L-E-P-H-E.

THE COURT: How do you pronounce it again?

THE WITNESS: Fernelephe.

THE COURT: Fernelephe.

All right. Ms. Ancrum, go ahead and tell me what testimony you want to give at this point.

MS. ANCRUM: Your Honor, I received -- I have my notes, but I can go from --

THE COURT: You sent in this notice; is that correct?

MS. ANCRUM: Yes. Yes, sir.

THE COURT: Is that what you want to talk about, or you have something different?

MS. ANCRUM: Yes. I received a letter from Haynsworth on -- can I get my paper to make sure I have mine?

THE COURT: Yes, ma'am.

MS. ANCRUM: Thank you.

I received a notice from Haynsworth August the 30th, 2024.

THE COURT: Okay.

MS. ANCRUM: And they were saying they was a debt collector.

THE COURT: Right.

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MS. ANCRUM: Okay. And if I had any disputes, I should write in before --
THE COURT: And you did that?
MS. ANCRUM: Yes.
THE COURT: This is what you sent; is that correct?
MS. ANCRUM: Yes, sir.
THE COURT: Okay. And they responded to you; is that correct?
MS. ANCRUM: They responded, but they didn't respond --
THE COURT: They didn't give you what you wanted?
MS. ANCRUM: No, sir.
THE COURT: Okay. What did you want?
MS. ANCRUM: I wanted proof, Your Honor. Let me -- give me some time, please.
The notice I sent, I wanted verification of proof of claiming -- validation proof of claim, Your Honor.
THE COURT: Where are you getting this from?
MS. ANCRUM: Well, I have the right, Your Honor, to have full --
THE COURT: Where are you getting this

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from, though? Is this an internet thing you researched?

MS. ANCRUM: I researched the law.

THE COURT: Huh?

MS. ANCRUM: South Carolina consumer law.

THE COURT: Okay. So this is an internet research you did?

MS. ANCRUM: I did my research, yes.

THE COURT: You got this off the internet, with the documents that you used?

MS. ANCRUM: Yes, sir.

THE COURT: All right. Well, I'm not aware of any documents other than the note and the mortgage that verify what the debt is.

MS. ANCRUM: Okay, sir.

THE COURT: Are you familiar with anything other than that?

MS. ANCRUM: Sir, I'm due full disclosure. They haven't given it to me.

THE COURT: What have they not given to you?

MS. ANCRUM: They haven't given me anything -- they haven't provided me anything saying that Landvest gave any consideration for -- to an alleged debt on my behalf. I would

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like to see that.

THE COURT: They sold you the property, correct?

MS. ANCRUM: Your Honor --

THE COURT: Who did you buy the property from?

MS. ANCRUM: I bought the property from Mr. Cognata.

THE COURT: Mr. Cognata?

MS. ANCRUM: Yes.

THE COURT: And then you signed the promissory note to pay for the property; is that correct?

MS. ANCRUM: I'm not disputing that, Your Honor.

THE COURT: Okay. And the promissory note was to Landvest Holdings LLC, wasn't it?

MS. ANCRUM: I'm not disputing signing the contract --

THE COURT: All right.

MS. ANCRUM: -- to Landvest Holdings.

THE COURT: Okay.

MS. ANCRUM: I need verification.

THE COURT: Well, that's it, isn't it?

MS. ANCRUM: That's not what I asked for.

Your Honor --

THE COURT: I'm not sure -- I'm not understanding what you're asking for.

MS. ANCRUM: Okay.

THE COURT: Or asking them for. And I think you're getting stuff off the internet that doesn't make any sense. That's what worries me, Ms. Ancrum. You really need to be talking to a lawyer about all this.

MS. ANCRUM: Your Honor, according to the FTC, am I not due full disclosure?

THE COURT: You got full disclosure. I don't know of anything else they can disclose to you that they haven't disclosed.

MS. ANCRUM: Could I get full disclosure of --

THE COURT: You can't tell me anything that they haven't disclosed.

MS. ANCRUM: The record of accounting, Your Honor.

THE COURT: Well, that's what this is.

MS. ANCRUM: Your Honor --

THE COURT: The payment history.

MS. ANCRUM: Your Honor, that's not the record of accounting. That's showing me making payments on a promissory note.

THE COURT: Okay. Well, in my opinion, that's the record of accounting.

MS. ANCRUM: Okay.

THE COURT: Okay.

MS. ANCRUM: I object to that, but --

THE COURT: And that's fine. You are welcome to do that.

MS. ANCRUM: Yes, sir.

THE COURT: All right. Do you have anything else you want to tell me?

I'm not trying to be difficult with you, Ms. Ancrum, but I do these things all day long and this is what they produce.

MS. ANCRUM: Your Honor --

THE COURT: They may produce other things in other states, but in South Carolina, this is what we get.

MS. ANCRUM: Your Honor --

THE COURT: I want to hear anything you want to tell me.

MS. ANCRUM: Your Honor, I feel that I had the right and I was in the guidelines to ask for proof of record.

THE COURT: Okay.

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MS. ANCRUM: Of the accounting.

THE COURT: Okay.

MS. ANCRUM: I mean, I don't know that Landvest Holdings gave any consideration of anything on my behalf.

THE COURT: Okay. All right. Anything else?

MS. ANCRUM: No, Your Honor.

THE COURT: Okay. Go talk to your sister because she's trying to tell you something, and I can't hear from her.

MS. ANCRUM: Your Honor, I'm a little nervous. I did not get these forms off the internet. I created these forms with some help.

THE COURT: Okay. That's fine. Again -- go ahead. Where did you get them from?

MS. ANCRUM: By reading the laws, and I printed it up myself with help, with my sister.

THE COURT: Without looking at anything on the internet?

MS. ANCRUM: The laws.

THE COURT: What law did you look at? Can you cite me a code section?

MS. ANCRUM: Sure. Fair Debt Collection Practice Act 15, USC 1692. The Fair Credit

Building Act 15, USC 1666.

THE COURT: Those are all federal laws. Okay.

MS. ANCRUM: Which has been codified by South Carolina state laws, Your Honor.

THE COURT: Okay. Well, what do you think they -- what did they violate in terms of the Fair Debt Collection Practices Act?

MS. ANCRUM: Full disclosure of consideration. In consideration.

THE COURT: Okay. Okay. You cite the Black's Law Dictionary.

MS. ANCRUM: What is "they," Your Honor?

THE COURT: You have Black's Law Dictionary up here. I guess you're trying to explain to me what verification means.

MS. ANCRUM: Yes. Yes, Your Honor.

THE COURT: All right. Anything else you want to tell me?

MS. ANCRUM: My contract states, Your Honor, as she said, they did not answer -- answer me back, so by them not answering me, Your Honor, I have a contract in here, a counterclaim and a self execute -- execute in contract that they abide to by not answering me back within the 30 days I gave them.

THE COURT: Well, I'm going to rule that you did not answer in time. Okay. And that, therefore, your counterclaim is not timely made either. Okay. She's --

MS. ANCRUM: Could I pause, Your Honor, so I can get my dates together?

THE COURT: I've got the dates.

MS. ANCRUM: Because I did respond in time.

THE COURT: Well -- well, I take that back. All right.

MS. ANCRUM: And she already said that she would accept that, so --

THE COURT: Well, she's accepting that this is an answer but not as a counterclaim.

MS. ANCRUM: Okay.

THE COURT: But I'll tell you what, I'll rule on your counterclaim too. I'll consider that as well, and I will rule on that.

MS. ANCRUM: Your Honor, for the record, are you a public servant? Because I put in a motion, and I feel like you're siding on the plaintiff's side.

THE COURT: Well, you can appeal that. Okay?

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MS. ANCRUM: Yes, sir.

THE COURT: I do work for the public.

MS. ANCRUM: Yes, sir.

THE COURT: But I hear all these foreclosures. That's what I do. Okay. And again, I'm going to --

MS. ANCRUM: Your Honor -- I'm sorry, I didn't mean to cut you off. May I speak?

THE COURT: Yes, ma'am.

MS. ANCRUM: For a contract to be legally binding, it must have full disclosure. Doesn't it?

THE COURT: Now you're asking me for -- you want me to respond to that?

MS. ANCRUM: As you're aware --

THE COURT: For a contract to be binding, there has to be consideration on both sides.

MS. ANCRUM: And full disclosure; is that correct?

THE COURT: No. There's no full disclosure. When you entered into the contract, you entered into the contract. It's been disclosed to you. You have a copy of the contract. You signed it. There's no such thing as full disclosure that I'm aware of.

MS. ANCRUM: Your Honor, could I point you back to Black's Law Exhibit A?

THE COURT: I'll read what you got.

MS. ANCRUM: Yes, sir.

THE COURT: I'll read it all.

MS. ANCRUM: Thank you.

THE COURT: Again, I haven't looked at it until today.

MS. ANCRUM: Yes, sir.

THE COURT: But I'll read it. Okay.

MS. ANCRUM: Thank you.

THE COURT: I'll consider all that. But what contract are you talking about?

MS. ANCRUM: Myself as acting in contract that I've submitted in that if the -- of the validation and proof of claim, if it's not received in 30 days that's on Exhibit A, Your Honor.

THE COURT: Well, that's a pleading. It's not really a contract. That's what we're considering it.

MS. ANCRUM: In my answer to them, Your Honor, it states that if I don't get a response in 30 days, 30 days, they -- it's basically signing and accepted that contract.

THE COURT: They responded within 30 days.

MS. ANCRUM: No, Your Honor. She stated they did not respond to that.

THE COURT: She stated that they sent you two different things within 30 days. I mean, these two documents that they've submitted to me that are --

MS. ANCRUM: Your Honor --

THE COURT: -- Exhibit 6 --

MS. ANCRUM: Yes, Your Honor.

THE COURT: Exhibit 6 is September 25th. Exhibit 7, they sent December 11th.

MS. ANCRUM: Yes, Your Honor, but that's not what I requested.

THE COURT: Okay. I understand. I understand that. Okay.

Anything further?

MS. ANCRUM: Your Honor, I'm not here to dispute the signing of the contract. I'm here for verification.

THE COURT: Okay.

MS. ANCRUM: That's all I ask for.

THE COURT: Okay.

MS. ANCRUM: And they were given 30 days to give it.

THE COURT: All right. Thank you, ma'am.

All right. I'll take the matter under advisement. Okay?

Do I have your address? Ms. Ancrum, is it 1168 John C. Calhoun?

MS. ANCRUM: That's the address of the property. Yes, sir.

THE COURT: All right. What's your mailing address? Where do you live?

MS. ANCRUM: It is 10 Hewitt Lane.

THE COURT: Wait a second. Tell me again.

MS. ANCRUM: 10 Hewitt Lane. H-E-W-T-T [sic].

THE COURT: H-E-W-I-T-T?

MS. ANCRUM: Yes. St. Matthews.

THE COURT: That's 29- --

MS. ANCRUM: 29135, Your Honor.

THE COURT: All right. You want me to send you stuff there or to the property address?

MS. ANCRUM: To my house address.

THE COURT: Okay. All right. Thank you, ma'am. I'll take it under advisement. I'll send you something in regards to my ruling. Okay?

MS. ANCRUM: Yes, Your Honor.

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THE COURT: Thank you, ma'am.

MS. CASKEY: Thank you, Your Honor.

MS. ANCRUM: Your Honor, are you going to thoroughly look over the records?

THE COURT: Yes, ma'am. I've got everything. That's why I'm going to take it under advisement.

MS. ANCRUM: I appreciate you.

MS. CASKEY: Thank you, Judge.

\- - -

(The hearing concluded at 11:07 a.m.)

\- - -

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CERTIFICATE OF REPORTER

I, Sheri L. Byers, Registered Professional Reporter and Notary Public of the State of South Carolina at Large, do hereby certify:

That the foregoing proceedings were taken before me on the date and at the time mentioned on page 1 and the proceedings were recorded stenographically by me and were thereafter transcribed under my direction; that the foregoing transcript as typed is a true, accurate and complete record of the proceedings to the best of my ability.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 7th day of July, 2024, at Lexington, Lexington County, South Carolina.

Sheri L. Byers
Sheri L. Byers,
Registered Professional Reporter,
Notary Public
State of South Carolina at Large
My Commission expires:
November 1, 2033

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Return: Dinah W Carter
121 Executive Center Dr Ste 218
Columbia SC 29210

1480
0173

*******NOTE: TITLE NOT EXAMINED OR CERTIFIED*******

After Recording Return To: Benjamin Cognata 4018 Mineral Spring Road, Lexington, SC 29073

State of South Carolina)
) QUIT-CLAIM DEED TO REAL ESTATE
County of Orangeburg)

THIS INDENTURE, made this 30th day of April, 2012, between the **Forfeited Land Commission of Orangeburg County**, of the County of Orangeburg, State of South Carolina, as Grantor, and **Benjamin Cognata**, as Grantee (the words Grantor and Grantee to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSTH that: Grantor for and in consideration of the sum of **Ten Thousand and XX/100------------------Dollar ($10,000.00)**, and other valuable consideration, cash in hand paid to and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by theses presents does hereby remise, convey and forever QUITCLAIM unto said Grantee the following described property:

All that certain piece, parcel or lot of land, with any and all improvements thereon, situate, lying and being in the City of Orangeburg, Orangeburg County, State of South Carolina, being more particularly shown as Orangeburg County No. 0173-17-21-002-000 and 0173-17-21-003-000 and being bounded and measuring as follows: On the Northeast by Cuttino Street for a distance of 152 feet, more or less; on the Southeast by John C. Calhoun Drive for a distance of 110 feet, more or less; on the Southwest by property now or formerly of Ballard Parts, Inc., for a distance of 155 feet, more or less; on the Northwest by property now or formerly of Al M. Hughes, Jr., for a distance of 100, more or less.

This conveyance is made subject to any and all recorded rights-of-way, easements, restrictions and conditions; and is further subject to any of the foregoing which may appear from an inspection of the premises.

0173 — 17 — 21 — 002
RECORDED IN THE OFFICE OF ASSESSOR 0173 SHEET 17 BLOCK 21 PARCEL 003
24 DAY OF October 2012
ORANGEBURG COUNTY JIM KOLEN

Derivation: Deed Book 642 at Page 263

TMS Numbers: 0173-17-21-002-000 and 0173-17-21-003-000
0398500 0098650

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or person claiming under Grantor shall at any time, by any means or ways, have claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor had signed and sealed a deed, the day and year first above written, but that deed was inadvertently lost. Grantor has caused this replacement deed to therefore be executed as a replacement.

Orangeburg County 10-23-2012
SOUTH CAROLINA
County Revenue Stamp $19.25
State Revenue Stamp $45.50

FILED Oct 23, 2012 11:31:44 am
BOOK 01480
PAGE 0173 THRU 0176
INSTRUMENT # 2012203187
Bill Addison
Signature

FILED
ORANGEBURG COUNTY
BILL ADDISON
REGISTER OF DEEDS

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NOTICE OF SALE

BY VIRTUE OF A DECREE of the Court of Common Pleas for Orangeburg County in the case of Landvest Holdings I, LLC, Plaintiff, vs. Fernelephe Ancrum and the U.S. Small Business Administration, an agency of the Government of the United States of America, under Case No. 2024-CP-38-01428, I, the undersigned, Master in Equity for Orangeburg County, will offer for sale at public outcry at 2:00 P.M, on Monday, September 8, 2025, at the Orangeburg County Courthouse, 151 Docket Street, Orangeburg, SC, the following described real property, to-wit:

> All that certain piece, parcel or lot of land, with any and all improvements thereon, situate, lying and being in the City of Orangeburg, Orangeburg County, State of South Carolina, being more particularly shown as Orangeburg County No. 0173-17-21-002-000 and 0173-17-21-003-000 and being bounded and measuring as follows: On the Northeast by Cuttino Street for a distance of 152 feet, more or less; on the Southeast by John C. Calhoun Drive for a distance of 110 feet, more or less; on the Southwest by property now or formerly of Ballard Parts, Inc., for a distance of 155 feet, more or less; on the Northwest by property now or formerly of Al M. Hughes, Jr., for a distance of 100, more or less. This conveyance is made subject to any and all recorded rights-of-way, easements, restrictions and conditions; and is further subject to any of the foregoing which may appear from an inspection of the premises. This being the same property conveyed to Benjamin Cognata by deed from Forfeited Land Commission of Orangeburg County, dated October 23, 2012 and recorded October 23, 2012 in Deed Book 1480 at Page 0173 in in the Register of Deeds for Orangeburg County, South Carolina; TMS#s 0173-17-21-002-000 and 0173-17-21-003-000; Property Address:1168 John C. Calhoun Drive, Orangeburg, SC 29115-6656.

TERMS OF SALE: For Cash: the purchaser shall be required to deposit the sum of five (5%) percent of the amount of bid (in cash or equivalent) as earnest money and as evidence of good faith. If the Plaintiff is the successful bidder at the sale, the Plaintiff may, after paying the costs of the sale, apply the debt due upon its Mortgage against its bid in lieu of cash. Should the person making the highest bid at the sale fail to comply with the terms of his bid by depositing the said five (5%) percent in cash, then the property shall be sold at the risk of such bidder on the same sales date or some subsequent date as the Master in Equity may find convenient and advantageous. Should the last and highest bidder fail to comply with the terms of his bid within thirty (30) days of the final acceptance of his bid, then the Master in Equity or his designated representative shall re-advertise and resell the property on the same terms on a subsequent date at the risk of such bidder. The purchaser to pay for documentary stamps on deed. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the interest rate of 11.07% *per annum*, as contained in the Order.

Note: As a Deficiency Judgment was granted, the bidding shall remain open for a period of thirty (30) days after the date of the sale as provided by law in such cases and compliance with the bid shall be made within thirty (30) days after the second sale. Plaintiff reserves the right to waive deficiency prior to the sale.

Note: If the Plaintiff or the Plaintiff's representative does not appear at the scheduled sale of the above-referenced property, then the sale of the property will be null, void and of no force and effect. In such event, the sale will be rescheduled for the next available sales day.

Note: This sale is also made subject to all Orangeburg County taxes and existing easements and restrictions of record.

JUDGE'S SIGNATURE PAGE TO FOLLOW

Mary M. Caskey
Haynsworth Sinkler Boyd, P.A.
PO Box 11889
Columbia, SC 29211-1889

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Breeland Courier Service

803-348-8846

CHARGE TO:
INSTANT COURIER

192533

PICKUP AT Breeland Courier Service, LLC	CONTACT David
ADDRESS 1304 Sunset Blvd	PHONE 803 936-0148
CITY West Columbia	ZIP CODE 29169
DELIVER TO Haynsworth Sinkler Boyd, PA	CONTACT Mary M Caskey
ADDRESS 1201 Main Street 22nd Floor	PHONE
CITY Columbia	ZIP CODE 29201
SIGNATURE (PLEASE PRINT) X Mary Caskey	

DATE 10/3/25	# PIECES 1
SPECIAL INSTRUCTIONS Deliver paperwork to attorney's office // SIGNATURE REQUIRED - PO Box 11889	
ROUND TRIP No	TOTAL WEIGHT 1 lbs.
READY TIME 10/3/25 3:20 PM	
SERVICE TYPE after hours	PACKAGE TYPE car
DRIVER # PICK / DEL P/u 8:30 HTownsend	REFERENCE

Delivered @ ~~8:30 am~~ HT
10:30 am

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STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS

Case No. 2024-CP-38-01428

Landvest Holdings I, LLC,

Plaintiff,

vs.

Fernelephe Ancrum and the U.S. Small Business Administration, an agency of the Government of the United States of America,

Defendants.

REPORT ON SALE

UNDER AUTHORITY of a Decree herein filed June 10, 2025, I offered for sale, to the highest bidder for cash, at public auction, the premises subjected to this suit, and received a high bid of $48,833.36 from Plaintiff; and I executed and delivered a Master in Equity's Title to Landvest Holdings I, LLC, and I have disbursed the funds as follows:

CONSIDERATION		$48,833.36
RECEIVED BY MASTER IN EQUITY		
Deposit (Order of Reference):	$100.00	
Commission	$488.33	
TOTAL RECEIVED:		$588.33
DISBURSEMENTS:		
Master in Equity's Fee:	$100.00	
Commission	$488.33	
TOTAL DISBURSEMENTS		$588.33

ALL OF THE FUNDS HAVING BEEN DISBURSED, I HEREBY ORDER THE FILE CLOSED AND THE CASE ENDED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

Orangeburg Common Pleas

Case Caption: Landvest Holdings I, Llc VS Fernelephe Ancrum , defendant, et al

Case Number: 2024CP3801428

Type: Master/Order On Sale Of Real Estate

So Ordered

James B. Jackson, Jr. 3077 Master in Equity

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MASTER IN EQUITY'S TITLE

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)
)

TO ALL WHOM THESE PRESENT SHALL CONCERN:

I, James B. Jackson, Jr., Master in Equity for Orangeburg County, South Carolina, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Orangeburg County between

Landvest Holdings I, LLC,

as plaintiff and

Fernelephe Ancrum and the U.S. Small Business Administration, an agency of the Government of the United States of America,

as defendants, by an Order filed on June 10, 2025, it was decreed that the property hereinafter described should be sold by the Master in Equity for Orangeburg County on the terms and for the purposes mentioned in the Order granted in the case **(see Judgement Roll No. 2024-CP-38-01428) (A MORTGAGE FORECLOSURE ACTION-TRANSFERRING REALTY).**

NOW, THEREFORE, KNOW ALL MEN, that I, the undersigned Master in Equity for Orangeburg County, pursuant to the foregoing and in consideration of the sum of **Forty-Eight Thousand Eight Hundred Thirty-Three and 36/100 ($48,833.36) Dollars**, as paid by **Landvest Holdings I, LLC** ("Grantee"), the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant and release the following property unto the Grantee.

Grantee's Address: **Landvest Holdings I, LLC**
131 Morning Hill Drive
Columbia, SC 29210

LEGAL DESCRIPTION:

All that certain piece, parcel or lot of land, with any and all improvements thereon, situate, lying and being in the City of Orangeburg, Orangeburg County, State of South Carolina, being more particularly shown as Orangeburg County No. 0173-17-21-002-000 and 0173-17-21-003-000 and being bounded and measuring as follows: On the Northeast by Cuttino Street for a distance of 152 feet, more or less; on the Southeast by John C. Calhoun Drive for a distance of 110 feet, more or less; on the Southwest by property now or formerly of Ballard Parts, Inc., for a distance of 155 feet, more or less; on the Northwest by property now or formerly of Al M. Hughes, Jr., for a distance of 100, more or less.

ENTERED IN THE OFFICE OF THE ASSESSOR
DATE: 02-06-2026
LETOYA SINGLETON, ORANGEBURG COUNTY ASSESSOR

EXEMPT

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG	Case No. 2024-CP-38-01428

Landvest Holdings I, LLC,

Plaintiffs,

vs.

Fernelephe Ancrum and the U.S. Small Business Administration, an agency of the Government of the United States of America,

Defendants.

ATTORNEY'S FEES AND COSTS AFFIDAVIT

I, Mary M. Caskey, being duly sworn, depose and state on oath as follows:

1. I am a shareholder with the law firm of Haynsworth Sinkler Boyd, P.A., attorneys for plaintiff in the above captioned action. This affidavit is submitted to the court for its consideration in awarding Landvest Holdings I, LLC ("Plaintiff") its attorney's fees and costs in this foreclosure action, pursuant to the terms of the loan documents in the above case under the factors set forth in *Prevatte v. Asbury Arms*, 302 S.C. 413, 396 S.E.2d 642 (Ct. App 1990) and similar cases.

2. Time and labor expended. In connection with this foreclosure action, and the collection of this debt, my staff and I have spent approximately fourteen (14) hours. I also expect that additional time and expense will be necessary to collect the subject debt until conclusion of this matter.

3. The novelty and difficulty of the questions raised. The legal principles involved were not unusually complex.

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4. The skill required to perform the legal service properly. The skill required in this case was that possessed by an ordinarily competent collection attorney.

5. The preclusion of other employment by the attorney due to acceptance of the case. Plaintiff's counsel does not assert that preclusion of other employment arose as a result of this case.

6. Customary fee. The customary fee for the type of legal services involved is an hourly fee ranging from $200.00 to $450.00 per hour with paralegal time ranging from $150.00 to $225.00 per hour.

7. Expectations at the outset of litigation. Counsel for Plaintiff was hired on an hourly fee basis plus expenses, subject to revision based upon circumstances.

8. Time limitations imposed by the client or circumstances. Plaintiff urged its counsel to pursue this matter with all promptness and diligence, but there were no unusual time limitations involved.

9. The amount in controversy and the results obtained. The amount in controversy exceeds $44,000.00.

10. The experience, reputation and ability of the attorneys. I graduated from law school in 2007 and have been in private practice with Haynsworth Sinkler Boyd, P.A. since 2007. Approximately fifty percent of my time is spent in handling collection suits similar to the one in the instant case.

11. The undesirability of the case. There was no element of undesirability in handling this case.

12. The nature and length of the professional relationship with the client. Plaintiff and this law firm have had a continuing professional relationship for many years.

13. Awards in similar cases. I am aware of no particular awards that would serve as guidance for this court in this case.

14. In relevant part, the Note provides as follows:

> And the Maker further agrees hereby that if any part of the money due herein be not paid when due, or if this Note be placed in the hands of an attorney for collection, or if this debt or any part thereof, be collected by an attorney or legal proceedings of any kind, a reasonable attorneys' fee, besides all costs and expense incident upon such collection shall be added to the amount due upon this Note, and be collectible as a part thereof.

(Note p. 1.)

15. Plaintiff has incurred the following costs and expenses:

Title Work Fees	$533.00
Filing Fees	$244.06
Service Fees	$81.75
Reference Fee	$100.00
Postage	$78.88
TOTAL	**$1,037.69**

I also expect that additional time and expenses will be necessary to collect the subject debt and to bring this matter to conclusion, including, but not limited to, preparing for the foreclosure hearing, advertising the Mortgaged Property for sale, consulting with and advising Plaintiff regarding bid amount and strategy, preparing the Master in Equity's Title, Report of Sale, and Final Order confirming sale. Therefore, I believe it is reasonable to award Plaintiff costs of collection in the amount of $1,037.69, plus a reasonable attorney's fee of $3,500.00 with leave for Plaintiff to request additional attorneys' fees and expenses at a later date.

Further Affiant sayeth not.

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

Carol A. Williamson
Carol A. Williamson
Notary Public for South Carolina
My commission expires: September 23, 2034

Mary Caskey
Mary M. Caskey
SC Bar 76198

Haynsworth Sinkler Boyd, P.A.
Post Office Box 11889
Columbia, SC 29211-1889

Attorneys for Plaintiff

RECORD ON APPEAL PROOF OF SERVICE

RECEIVED
Jun 18 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas
James B. Jackson, Master-In-Equity

Case No. 2024-CP-38-01428
Appellate Case No. 2025-001201

Haynsworth Sinkler Boyd, attorney for
Landvest Holdings I, LLC Respondent,

v.

Fernelephe Ancrum Appellant.

PROOF OF SERVICE

I certify that I have served a **RECORD ON APPEAL** on Landvest Holdings I, LLC by depositing a copy of it in the United States Mail, certified mail, on June 18, 2026, addressed to his attorney of record, Mary M. Caskey, PO Box 11889 Columbia, South Carolina 29211-1189.

June 18, 2026

Fernelephe Ancrum

Fernelephe Ancrum
10 Hewitt Lane
St. Matthews, South Carolina 29135
(803) 456-1330
Appellate pro-se