THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Stephanie N. Lawrence, Master-in-Equity
Lower Court Case No. 2024-CP-40-05584
Appellate Case No. 2026-001485

U.S. Bank Trust Company, National Association, as Trustee for Velocity Commercial Capital Loan Trust 2023-1, Plaintiff/Respondent,

v.

V&M Properties of S.C., LLC; Deshandria Cruse; V&M S.C., LLC; Point Arcadia Horizontal Property Regime, Inc.; Palmetto Citizens Federal Credit Union; and Nancy Cooper f/k/a Nancy Vance Ashmore, Defendants,
Ex Parte: Dr. Michael A. Addison, Appellant.

INDEX OF SUPPORTING RECORD DOCUMENTS FOR PETITION FOR REHEARING

Supporting documents identified under Rule 240(c), SCACR:

1. Exhibit A - Court of Appeals Order filed July 21, 2026.
2. Exhibit B - May 8, 2026 transcript, pages 4-8, distinguishing Q-190 from B107 and presenting Addison's claims.
3. Exhibit C - May 13, 2026 Writ of Assistance identifying Q-190 and denying intervention.
4. Exhibit D - June 29, 2026 Order denying Rule 59(e), denying stay, and setting undertaking.
5. Exhibit E - Affidavit of Angela T. Franks.
6. Exhibit F - May 13, 2024 Q-190 lease identifying Michael Addison as an adult occupant.
7. Exhibit G - October, 14, 2024 buy/sell agreement for Q-190.

Michael A Addison

Respectfully submitted,
s/ Dr. Michael A. Addison
Dr. Michael A. Addison, Pro Se | P.O. Box 507, Orangeburg, SC 29116
(803) 596-9040 | drmike821@gmail.com | Dated: July 23, 2026

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The South Carolina Court of Appeals

Ex Parte: Dr. Michael A. Addison, Appellant,

U.S. Bank Trust Company, National Association, as Trustee for Velocity Commercial Capital Loan Trust 2023-1, Respondent,

v.

V&M Properties of S.C., LLC; Deshandria Cruse; V&M S.C., LLC; Point Arcadia Horizontal Property Regime, Inc.; Palmetto Citizens Federal Credit Union; Nancy Cooper f/k/a Nancy Vance Ashmore, Defendants.

Appellate Case No. 2026-001485

ORDER

This appeal arises out of the issuance of a writ of assistance entitling Respondent US Bank Trust Company to recover possession of 6905 Cleaton Road, Unit B107, Columbia, SC 29206. The premises were sold by judicial sale on August 4, 2025, followed by a deficiency sale on September 3, 2025. Appellant was not a party to the foreclosure action. Our records do not reflect that an appeal was filed from either the judicial sale or the deficiency sale.

As a result of the failure to perfect an appeal from the foreclosure and sale, any judgment by this Court in the current appeal would not offer Appellant practical relief, thus rendering this appeal moot. *See Mathis v. S.C. State Highway Dep't*, 260 S.C. 344, 346, 195 S.E.2d 713, 715 (1973) ("A case becomes moot when judgment, if rendered, will have no practical legal effect upon existing controversy. This is true when some event occurs making it impossible for [the] reviewing Court to grant effectual relief."); *Bartles v. Livingston*, 282 S.C. 448, 461-62, 319 S.E.2d 707, 715 (Ct. App. 1984) (noting once a foreclosure decree has been entered and no appeal is taken, the effect of the foreclosure is binding in all subsequent proceedings); *Antrum v. Hartsville Prod. Credit Ass'n*, 228 S.C. 201,

Exhibit A

210, 89 S.E.2d 376, 380 (1955) ("The judgment of foreclosure and order directing the issuance of the writ of assistance constitute an insuperable bar to the present proceeding."). Accordingly, the appeal is dismissed. *See Byrd v. Irmo High Sch.*, 321 S.C. 426, 430, 468 S.E.2d 861, 864 (1996) ("Before any action can be maintained, there must exist a justiciable controversy."); *id.* at 431, 468 S.E.2d at 864 ("This Court will not pass on moot and academic questions or make an adjudication where there remains no actual controversy."). The remittitur will be sent as provided by Rule 221(b), SCACR.

Stephanie P. McDonald

FOR THE COURT

Columbia, South Carolina

FILED
Jul 21 2026

cc:
Michael A. Addison
John Sanford Kay, Esquire
Sarah Oliver Leonard, Esquire
Ashley Zarrett Stanley, Esquire
Alan Martin Stewart, Esquire
Kenneth Gregory Wooten, III, Esquire

STIPULATIONS

This deposition is taken in accordance with the Federal Rules of Civil Procedure.

It is agreed and stipulated by the deponent and respective counsel that the reading and signing of the deposition by the deponent is expressly waived.

EXAMINATION

BY THE COURT: Okay. This is case number 2024-CP-40-05584. That's the matter of US Bank Trust Company National Association versus V&M Properties of South Carolina and others.

Come on up. What's your name, sir?

MR. DEWITT: Bradley Dewitt.

THE COURT: Okay, you can have a -- have a seat right there.

MR. DEWITT: Okay.

THE COURT: I'll hear from plaintiff's counsel first, and then I'll -- I'll hear from you.

MR. STEWART: Thank you, Your Honor. And this -- this foreclosure action actually concerns multiple properties. Two separate units are before the Court today, plaintiff seeking possession. One is Unit Q190, one is Unit B107.

THE COURT: Mr. Stewart, hold on one second.

Sir, can I help you?

Exhibit B

MR. ADDISON: I'm here for Q190.

THE COURT: Which one are you here from?

MR. DEWITT: B107.

THE COURT: Okay, you can come up too. You can have a seat in the other chair.

Sorry about that, Mr. Stewart, I didn't see him at first.

What's your name, sir?

MR. ADDISON: My name is Michael Addison.

THE COURT: Okay, you did the pleadings that got filed the other day?

MR. ADDISON: Yes, ma'am.

THE COURT: Okay, you can have a seat. Did you see those pleadings, Mr. Stewart?

MR. STEWART: I did, Your Honor.

THE COURT: Okay, okay.

MR. STEWART: This foreclosure was completed last year. Final sale was on September 3rd, 2025. The plaintiff was given a deed to these properties. That deed was recorded back in September of 2025 and now seeks possession of those units.

THE COURT: Okay, it looks like that from the affidavit that got filed by Mr. Addison -- hold on one second.

Okay, Mr. Addison, I'll hear from you on it.

MR. ADDISON: Good morning, Your Honor.
THE COURT: Good morning.
MR. ADDISON: My name is Michael Addison. I'm here as an occupant of 6905 Cleveland Road, Unit Q190, and I'm presenting my motions and requesting verification of notice, service, and due process. This is not a simple post-sale holdover case. This is a case where Q190 was occupied before the foreclosure case began. The case does not show prior notice to the occupants of Q190 before judgment and sale, and there are lease and purchase-related facts that were never fully heard.
On the timeline, Your Honor, the timeline matters because the lease for Q190 is dated May 13, 2024. Occupance[sic] began around May 15, 2024. The lease identifies Angela T. Franks and Michael A. Addison as adult occupants. The foreclosure complaint and lis pendens were filed September 17, 2024. So the occupants were in possession before the foreclosure proceedings started. The notice problem is -- my main due process concern is this: I have not seen a return of service showing that the occupants of Q190 were served with the foreclosure summons and complaint

before the judgment itself. The foreclosure order refers to service on the named defendants, not on me, and are-- and on the occupants of Q190. Yet later the plaintiff's counsel was able to identify and serve occupants when seeking possession, and the occupants were served with the rule to show cause, but not even to the motion here for the rule to show cause.

So the issue is not whether plaintiff can find the occupants now. The issue is why there is no clear record of notice to the occupants before the foreclosure judgment and sale. We have a lease and purchase agreement. There's also not just a tenancy issue, there's a written lease for Q190. There's also a written buy-sell agreement dated October 14th, 2024 for Q190 with Andrew T. Franks as the buyer and V&M Properties of South Carolina LLC as sellers for $67,000.

Angela and I have been pursuing the purchase together I am taking the lead in presenting these motions today. And as far as performance and possession, in addition, we occupied the unit before foreclosure, we currently occupy the unit, we have continued and made payments. Payments were being made directly on the unit in the purchase agreement, and we've done significant work and improvements as owners in the unit.

And there are additional facts including the repairs that we have experienced in the water damage crisis now and we're spending thousands of dollars doing mitigation to prevent any further damage.

And so we also will seek at minimum, I'm asking the Court to recognize that Federal Tenants Protections may able, may apply, and that immediate ejectment should not occur on an incomplete record. The root show cause itself asks why those protections should apply. And here what I'm saying is why I'm asking this from the Court today.

I respectfully ask the Court to deny or continue the petition for writ of assistance, allow intervention so the occupants' rights can be presented formally, and require proof of service and notice as to the occupants of Q190, and set a plenary evidentiary hearing on notice, on service, on opportunity to be heard, on possession, on lease rights, on purchase agreement rights, and any equitable ownership issues before an ejectment is occurred-- is ordered.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

U.S. Bank Trust Company, National Association, as Trustee for Velocity Commercial Capital Loan Trust 2023-1,
PLAINTIFF,

vs.

V&M Properties of S.C. LLC; Deshandria Cruse; V&M S.C. LLC; Point Arcadia Horizontal Property Regime, Inc.; Palmetto Citizens Federal Credit Union; Nancy Cooper fka Nancy Vance Ashmore,
DEFENDANT(S)

WRIT OF ASSISTANCE

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2024-CP-40-05584

THIS WRIT OF ASSISTANCE APPLIES TO ALL OCCUPANTS AND OTHERS (Including their possessions) WITH RESPECT TO THE PROPERTY DESCRIBED BELOW.

This matter came before me to require the above named Defendant(s) V&M Properties of S.C. LLC or any occupant of the property located at 6905 Cleaton Road, Unit Q190, Columbia, SC 29206, to show cause why a Writ of Assistance should not be issued by this Court to the Sheriff of Richland County of South Carolina, ordering and directing him to remove, peaceably or forcibly the Defendant(s) V&M Properties of S.C. LLC or any occupant at the above referenced property together with any and all persons claiming said Defendant(s), and all of their personal property located within or on the subject premises described in the verified Petition of the above named Plaintiff.

A hearing was held in this matter on May 8, 2026. The Court has carefully reviewed and heard arguments on the Motion to Intervene, and the same is denied. The Movant, Michael A. Addison, is not, by virtue of the documents presented, a necessary party to the underlying mortgage foreclosure action. The Court denies the motion.

It appears that the subject premises was sold by judicial sale held on August 4, 2025 followed by a Deficiency sale September 3, 2025. As a result of said sale, the Plaintiff became the owner of the subject property by virtue of a Master's Deed filed on September 30, 2025 in

EXHIBIT C

Book 3060, Page 3586 in the Office of the Register of Deeds for Richland County. Therefore, Plaintiff is entitled to possession of the subject premises.

NOW, THEREFORE, UPON MOTION OF Hutchens Law Firm, LLP, Attorneys for the Plaintiff,

IT IS HEREBY ORDERED that the Plaintiff is entitled to recover possession of the premises described as follows:

LEGAL DESCRIPTION AND PROPERTY ADDRESS:

ALL THAT CERTAIN piece, parcel or lot of land together with the improvements thereon, situate, lying and being located in the County of Richland, State of South Carolina, the same being designated as "Apartment Unit" A-6, Building 5, respectively, in Point Arcadia Horizontal Property Regime, Columbia, South Carolina, a Horizontal Property Regime established to the South Carolina Horizontal Property Act, Section 27-31-10 et seq., of South Carolina Code of Laws, 1976, as Amended and submitted by Master Deed dated February 27, 1974, recorded in Deed Book D-307 at Page 788; as Amended on May 11, 1975 and recorded in Book D347 at Page 215. and re-recorded May 12, 1975 in Deed Book D347 at Page 436; and Amended March 23, 1976 and recorded in Deed Book D378 at Page 118, which Apartment Units is shown on a plat recorded in the Office of the Register of Deeds for Richland County in Plat Book "X" at Page 5277.SUBJECT to any and all Easements, Restrictions, Rights-of Way or other Zoning Ordinances which may appear of record in Richland County.The Master Deed, By-Laws, Plat plan and Plat above-mentioned and the records thereof, are incorporated herein and by this reference made a part hereof. The Unit is conveyed SUBJECT to the provisions of the South Carolina Property Act and all of the provisions of the Master Deed and By-Laws as the same may be amended from time to time by instrument recorded in the Office of the Register of Deeds for Richland County, which provision, together with any amendment thereto, shall constitute covenants running along with the land and shall bind any persons having at time any interest or estate in the Unit and such persons, family, servants and visitors as though such provisions were recited and stipulated at length herein.THIS BEING the same property conveyed unto V&M Properties of S.C. LLC by virtue of a Deed from D. Scott Letien and Mary Ellen Letien dated July 22, 2021 and recorded August 4, 2021 in Book R 2650 at Page 3734 and re-recorded August 4, 2021 in Book 2651 at Page 288 in the Office of the Register of Deeds for Richland County, South Carolina.THEREAFTER, V&M Properties of S.C., LLC conveyed the subject property unto V&M S.C. LLC by virtue of a Deed dated March 24, 2023 and recorded March 27, 2023 in Book R 2824 at Page 1293 in the Office of the Register of Deeds for Richland County, South Carolina.TMS# 16952-01-14 (6905 Cleaton Road, Unit M169, Columbia, SC 29206)ALL THAT CERTAIN piece, parcel or lot of land together with any improvements thereon, lying and being in the County of Richland, State of South Carolina, being shown and designated as Apartment Unit Number C-15, Building Number 10, in Point Arcadia Horizontal Property Regime, Columbia, South Carolina, a Horizontal Property Regime established by Branham Jenkins Investments pursuant to the South Carolina Horizontal Property Act, S.C. Code Section 27-31-10 et seq., as Amended (formerly Section 57-494, et seq.) and submitted by Master

Deed dated February 27, 1974, recorded in the Register of Deeds Office for Richland County in Deed Book D-307 at Page 788, which Apartment Unit is shown on a plat recorded in Plat Book "X" at Page 2637, reference to said plat being made for a more complete and accurate description herewith.SUBJECT to any and all Easements, Restrictions, Rights-of Way or other Zoning Ordinances which may appear of record in Richland County.The Master Deed, By-Laws, Plat plan and Plat above-mentioned and the records thereof, are incorporated herein and by this reference made a part hereof. The Unit is conveyed SUBJECT to the provisions of the South Carolina Property Act and all of the provisions of the Master Deed and By-Laws as the same may be amended from time to time by instrument recorded in the Office of the Register of Deeds for Richland County, which provision, together with any amendment thereto, shall constitute covenants running along with the land and shall bind any persons having at time any interest or estate in the Unit and such persons, family, servants and visitors as though such provisions were recited and stipulated at length herein.THIS BEING the same property conveyed unto V&M Properties of S.C. LLC by virtue of a Deed from V&M Leawood of Frankfort, LLC dated June 11, 2021 and recorded June 18, 2021, in Book R 2632 at Page 707 in the Office of the Register of Deeds for Richland County, South Carolina.THEREAFTER, V&M Properties of S.C., LLC conveyed the subject property unto V&M S.C. LLC by virtue of a Deed dated March 24, 2023 and recorded March 27, 2023 in Book R 2824 at Page 1293 in the Office of the Register of Deeds for Richland County, South Carolina.TMS# 16952-02-02 (6905 Cleaton Road, Unit Q190, Columbia, SC 29206)The land in County of Richland, State of South Carolina, more particularly described as follows:APARTMENT UNIT C-3, Building 2, in Point Arcadia Horizontal Property Regime, Columbia, South Carolina, a Horizontal Property Regime established pursuant to the South Carolina Horizontal Property Act, Section 57-494, et seq., South (Typographical error in the original deed) Carolina Code of Laws, as Amended, an submitted by Master Deed dated February 27, 1974 and recorded in the Office of the Register of Deeds for Richland County in the Record Book D307 at Page 788, as Amended on May 11, 1975 and recorded in Deed Book D347 at Page 215 and re-recorded May 12, 1975 in Deed Book D347 at Page 436 and Amended March 23, 1975 and recorded in the Office of the Register of Deeds for Richland County in Plat Book "X" at Page 5277.SUBJECT to any and all Easements, Restrictions, Rights-of Way or other Zoning Ordinances which may appear of record in Richland County.The Master Deed, By-Laws, Plat plan and Plat above-mentioned and the records thereof, are incorporated herein and by this reference made a part hereof. The Unit is conveyed SUBJECT to the provisions of the South Carolina Property Act and all of the provisions of the Master Deed and By-Laws as the same may be amended from time to time by instrument recorded in the Office of the Register of Deeds for Richland County, which provision, together with any amendment thereto, shall constitute covenants running along with the land and shall bind any persons having at time any interest or estate in the Unit and such persons, family, servants and visitors as though such provisions were recited and stipulated at length herein.THIS BEING the same property conveyed unto V&M Properties of S.C. LLC by virtue of a Deed from Midlands Real Estate Investments, LLC dated September 16, 2021 and recorded September 17, 2021 in Book R 2666 at Pate 2720 in the Office of the Register of Deeds for Richland County, South Carolina.THEREAFTER, V&M Properties of S.C., LLC conveyed the subject property unto V&M S.C. LLC by virtue of a Deed dated March 24, 2023 and recorded March 27, 2023 in Book R 2824 at

Page 1293 in the Office of the Register of Deeds for Richland County, South Carolina.TMS# 16952-01-31 (6905 Cleaton Rd, Unit B107, Columbia, SC 29206)

6905 Cleaton Road, Unit Q190, Columbia, SC 20206

TMS #: 16952-02-02

IT IS FURTHER ORDERED that, upon service of a copy of this Order, the Sheriff of Richland County, South Carolina, or his authorized deputies be, and they hereby are, directed and authorized to enter upon the aforementioned premises, by force if necessary, on a date and time to be set by the Sheriff or as soon thereafter as practical, and seize the said premises and to remove therefrom any and all such persons who may be occupying the same, together with all of their possessions, and to put the Plaintiff in full, peaceful and quiet possession of the premises without delay, and thereafter, within ten (10) days, make due Return to the Clerk of Court for Richland County, South Carolina, showing how this Order has been executed.

IT IS FURTHER ORDERED that the property described herein be vacated no later than 30 days from the date of entry of this Order.

AND IT IS SO ORDERED.

JUDGE STEPHANIE N. LAWRENCE'S SIGNATURE PAGE TO FOLLOW

I SO MOVE:

s/ Alan M. Stewart
May 11, 2026
Alan Stewart (S.C. Bar No. 15576)
Attorneys for Plaintiff
Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
(803) 726-2700

Richland Common Pleas

Case Caption: U S Bank Trust Company National Association Trustee , plaintiff, et al vs V&M Properties Of S C Llc , defendant, et al

Case Number: 2024CP4005584

Type: Order/Writ Of Assistance

IT IS SO ORDERED that:

Stephanie N. Lawrence

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

U.S. Bank Trust Company, National Association, as Trustee for Velocity Commercial Capital Loan Trust 2023-1,

PLAINTIFF,

vs.

V&M Properties of S.C. LLC; Deshandria Cruse; V&M S.C. LLC; Point Arcadia Horizontal Property Regime, Inc.; Palmetto Citizens Federal Credit Union; Nancy Cooper fka Nancy Vance Ashmore,

DEFENDANTS.

CASE NO.: 2024-CP-40-05584

ORDER DENYING DR. MICHAEL A. ADDISON'S RULE 59(E) MOTION TO ALTER OR AMEND WRIT OF ASSISTANCE AND SETTING BOND ON APPEAL

This matter came before the Court for hearing on June 23, 2026, pursuant to the Rule 59(e) Motion to Alter or Amend Writ of Assistance ("Motion") filed by Non-Party Occupant, Dr. Michael A. Addison ("Dr. Addison") on June 10, 2026. Present at the hearing were Dr. Addison, the non-party occupant, Alan M. Stewart, attorney for Plaintiff and the Court Reporter. Based upon a review of the case file, South Carolina statutory and case law, and arguments of Non-Party Occupant, Dr. Addison and counsel for the Plaintiff, the motion filed by Non-Party Occupant, Dr. Addison, to Alter or Amend Writ of Assistance issued by this Court on May 16, 2026, is denied based upon the following:

Procedural History

1. Foreclosure sale was held on August 8, 2025, with Plaintiff being the highest bidder. The deficiency sale commenced on September 3, 2025, with sale results being final back to Plaintiff.

2. Notice to Vacate addressed to occupants at the property address was mailed November 20, 2025.

Exhibit D

3. Plaintiff filed a Petition and Rule to Show Cause on April 13, 2026, followed by its Rule to Show Cause Order on August 14, 2026.

4. On May 1, 2026, several pleadings and motions were filed by non-party occupants which include:

- Affidavit of Angela T. Franks,
- Affidavit of Michael A. Addison,
- Verified Response and Objection to Rule to Show Cause and Petition for Writ of Assistance,
- Motion for Plenary Evidentiary Hearing and to Deny or Continue the Petition for Writ of Assistance,
- Motion to Require Proof of Service and Preserve Due Process, and
- Motion to Intervene

5. The Court filed its Writ of Assistance on May 13, 2026, denying Dr. Addison's pending motions and objections at that time.

6. On June 10 and 12, 2026, several pleadings and motions were filed by non-party occupants which include:

- Notice of Appeal,
- Rule 59(e) Motion to Alter or Amend Writ of Assistance Order
- Motion for Stay and Supersedeas Pending Rule 59 and (e) and Appeal, and
- Michael A. Addison's Motion to Set Undertaking Amount and Approve Form of Supersedeas Security,

7. On June 23, 2026, a hearing was held on all pending Motions and the Court ruled in favor of Plaintiff.

Findings of Fact and Conclusions of Law

The Court treats the Non-Party Occupant's Motion to Alter or Amend Writ of Assistance Order as a motion filed under Rule 59(e) of the South Carolina Rules of Civil Procedure ("SCRCP").

The party filing a motion under Rule 59(e), should only be granted relief if the Court finds that there has been an intervening change of controlling law, that new evidence has become available, or that there is a need to correct a clear error to prevent manifest injustice. "A party cannot use Rule 59(e), SCRCP, to present to the trial court an issue the party could have raised prior to judgment but did not." *Crary v. Djebelli,* 321 S.C. 38, 467 S.E.2d 128, 131-132 (Ct. App. 1995) *reversed on other grounds,* 329 S.C. 385 496 S.E.2d 21 (1998).

At the hearing on June 23, 2026, there was no intervening change of controlling law in this matter, and that no new evidence has become available since the petition for Rule to Show Cause was filed on April 13, 2026. Therefore, the only basis for granting the Non-Party Occupant's Rule 59(e) motion is if there is a need to correct a clear error to prevent manifest injustice. Therefore, there is no basis for granting relief under Rule 59(e) and the Motion to Alter or Amend Writ of Assistance Order filed by Non-Party Occupant Dr. Addison is denied.

The Court reiterates its previous finding that Dr. Addison was not a necessary or proper party to the underlying foreclosure action and that his intervention at this stage of this proceeding is untimely and improper under Rule 24. Dr. Addison was also not a signatory to the buy/sell agreement entered into in October 2024, nor was he a signatory to the lease agreement entered into in May 2024, both of which have in any event expired under their own terms and neither of which was recorded with the Register of Deeds. The occupants of the property were provided with notice on November 20, 2025 as required by the Protection of Tenants at Foreclosure Act, so the 90 day notice to potentially protected tenants at will, which Dr. Addison appears at best to be, has been provided.

Based on the foregoing, it is hereby ORDERED, ADJUDGED, AND DECREED that the Non-Party Occupant's Motion to Alter or Amend Writ of Assistance Order and to stay the eviction are DENIED.

Furthermore, in the event of the filing of an appeal of this Order with the South Carolina Court of Appeals, the amount of the surety bond that must be obtained by appellant in the name of the Plaintiff is $70,644.96. This amount is based on a proportional amount of the debt as established in the Master's Order and Judgment of Foreclosure and Sale filed on June 12, 2025. This bond must be obtained from a licensed provider of such surety instruments and must be provided to counsel for the Plaintiff before any actions will be stayed on appeal.

MASTER IN EQUITY'S SIGNATURE PAGE TO FOLLOW

Richland Common Pleas

Case Caption:	U S Bank Trust Company National Association Trustee , plaintiff, et al vs V&M Properties Of S C Llc , defendant, et al
Case Number:	2024CP4005584
Type:	Order/Other

IT IS SO ORDERED that:

Stephanie N. Lawrence

Electronically signed on 2026-06-29 12:29:24 page 5 of 5

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEASE

U.S. Bank Trust Company, National Association, as Trustee for Velocity Commercial Capital Loan Trust 2023-1,

C/A No. 2024-CP-40-05584

Plaintiff,

AFFIDAVIT OF ANGELA T. FRANKS

vs.

V&M Properties of S.C. LLC; Deshandria Cruse; V&M S.C. LLC; Point Arcadia Horizontal Property Regime, Inc.; Palmetto Citizens Federal Credit Union; Nancy Cooper f/k/a Nancy Vance Ashmore,

Defendants.

I, Angela T. Franks, being duly sworn, state as follows:

1. I am an adult resident and am competent to testify to the matters set forth herein.

2. On May 13, 2024, I entered into a written residential lease with Vonnie McDaniels for the property located at 6905 Cleaton Road, Unit Q-190, Columbia, South Carolina 29206.

3. The lease provided for occupancy beginning on May 15, 2024. An addendum to the lease stated that rent for May 2024 and June 2024 would be forgiven if certain flooring work was completed, and that regular rent would resume on July 15, 2024.

4. The written lease identified Michael Addison as an adult occupant of Unit Q-190. Michael Addison and I occupied Unit Q-190 before the foreclosure complaint and lis pendens were filed in the above-captioned action.

5. To the best of my knowledge, neither I nor Michael Addison received formal notice of the foreclosure proceedings before judgment and sale, and I am not aware of any return of service showing personal service on the occupants of Unit Q-190 before the foreclosure judgment was entered.

6. On October 14, 2024, I executed a written Agreement/Contract to Buy and Sell Real Estate for Unit Q-190 with V&M Properties of S.C., LLC as seller. The purchase price shown on the written agreement was $67,000.00, with earnest money in the amount of $500.00.

7. Although the written buy/sell agreement lists me as buyer, Michael A. Addison and I were pursuing the purchase of Unit Q-190 together. Michael A. Addison took the lead in dealing with the property, occupancy issues, repairs, payments, and the present litigation-related matters.

Exhibit E

8. Payments relating to the property and the purchase arrangement were made through CashApp. Additional records of those payments are being gathered and can be produced as supporting exhibits.

9. During our occupancy, improvements and work were undertaken at the property, including flooring-related work and other upkeep. We also dealt with significant water-damage concerns affecting the unit.

10. I understand that U.S. Bank Trust Company, National Association, as Trustee for Velocity Commercial Capital Loan Trust 2023-1, seeks possession of Unit Q-190 through a petition for writ of assistance and related show-cause proceedings.

11. I oppose any summary removal from Unit Q-190 without a full evidentiary hearing on notice, service, due process, possession, the lease, the written purchase agreement, the parties' course of dealings, and the ownership-related and equitable claims arising from our occupancy and purchase efforts.

12. Michael A. Addison has taken the lead in the defense of Unit Q-190. I understand that I have another foreclosure matter involving U.S. Bank Trust Company, National Association, as Trustee, and for that reason Michael has been handling much of the day-to-day defense activity in this matter as well.

13. I make this affidavit in support of the pending motions and objections concerning Unit Q-190, including the request for intervention, the objection to the writ of assistance, and the request for a plenary evidentiary hearing before any dispossessory relief is granted.

FURTHER AFFIANT SAYETH NOT.

____

Angela T. Franks

Sworn to before me this ____ day of _____________________, 2026.

____

Notary Public for South Carolina
My Commission Expires: ___________________

Rental Agreement

PLEASE READ CAREFULLY. THIS IS A LEGAL AND BINDING CONTRACT

This rental agreement, made this 13th day of May by and between Vonnie McDaniels the Owner of the premises described below, said Owner being hereafter referred to as "Owner", and Angela T. Franks the Resident of the premises described below, said Resident being hereafter referred to as "Resident".

Owner, in consideration of the rent to be paid and the covenants and agreements to be performed by the Resident, does hereby rent the following described premises, to wit: Situated in the City of Columbia, County of Richland and the State of South Carolina known as: 6905 Cleaton Road FOREST ACRES Unit Q-190, 29206.

Terms and Payments

Resident agrees to occupy said premises for an original term of 6 months, said months to commence on the 15th day of May 2024 and agrees to pay without demand the total rental amount of $ 1000.00, payable in equal monthly installments of $ — due on or before the 15th day of each month, beginning on the 15th day of July 2024 and ending on the 15th day of October 2024

All payments can be made in the form of cash, personal check, certified check or money order only.

In the event that the Resident fails to pay any monthly installment before the 5th day of each month, Resident agrees to pay a late charge of 10% of the monthly rent. If the full rent is not paid by the 6th day of each month, a 3-day notice to vacate will be issued, for which Resident agrees to pay $ 50.00. All funds received shall be applied to: dishonored check charges; late charges; 3-day notice charges; damage charges; reinstatement fees; court costs; delinquent rent; current rent; in that order.

1) **ACCELERATION** – If Resident fails to pay any monthly installment of rent when it becomes due and payable, the entire rental amount through the term of the lease shall at once become due.

2) ***SECURITY DEPOSIT*** – Resident shall place with Agent a security deposit in the amount of $ N/A. Such deposit will be refunded to the Resident within 30 days after all key have been returned, exclusive possession of the premises have been returned to Owner, after the entire lease term is completed, and after the deduction of all of Resident's unpaid obligations under the lease and the Revised Code.

3) **TERMINATION AND RENEWAL OF LEASE** – Unless another agreement is signed by the parties herein or a written 30-day notice is given **(notice must be given on or before the 1st day of the last month of the lease term), this agreement will be automatically renewed for another year term(12 months) only at the monthly rate of $ 1000.00. If Resident wishes to vacate the premises before the indicated lease expiration date, a 30-day written notice is required. Resident will remain responsible for the rent due for the remainder of the lease term, re-rental expenses, advertising, etc., until a new Resident is found to occupy the premises for the same monthly rent. No early termination of the lease by the Resident is permitted except by mutual written agreement with the owner/agent. No part of the security deposit will be returned until and unless all rent and other charges due under the lease are paid in full for the entire lease term.**

4) **REINSTATEMENT FEE** – If eviction proceedings are begun against Resident, if Resident wants to be reinstated, and if the Owner agrees to allow the Resident to be reinstated, Resident agrees to pay a fee of $ 350.00 to cover attorney fee and court costs related to such eviction proceedings in addition to any back rent or other charges owed.

5) **RESIDENT'S RESPONSIBILITY**

A) Keep that part of the premises that he/she occupies and uses safe and sanitary.
B) Supply proper garbage bags and containers.
C) Use and operate all electrical and plumbing fixtures properly.
D) Keep all drains cleared and draining properly.
E) Replace any broken windows and doors.
F) *Personally refrain and forbid others from intentionally destroying, defacing, damaging, and removing any* fixtures, appliances or any other part of the premises.

Exhibit F

G) Conduct themselves in a manner that will not disturb the quiet enjoyment of neighbors or others.
H) Pay for repairs to frozen water pipes and water damage due to Resident neglect.
I) Pay for grass cutting if Resident lives in a single house or side-by-side double.
J) Pay for extermination of any pests or vermin discovered in a single house or apartment **(if no other apartment in the building has pests).**
K) Keep the unit clean and free of debris.
L) To verify that smoke alarms are present and working, and to check monthly and change batteries as needed
M) Resident shall be liable for allowing anyone to consume paint that may contain lead.
Management strongly advises Residents to obtain renter's insurance to cover any acts of theft, vandalism or other destruction to the property or personal belongings.

6) **OWNER'S RESPONSIBILITY**
A) Comply with the applicable buildings, housing, health and safety codes.
B) Make all needed repairs resulting from *normal* wear and tear.
C) Not to abuse the right of access.

7) **ILLEGAL ACTIVITIES**
A) Resident shall not have possession of or sell illegal substances on the premises.
B) Resident shall not recklessly allow illegal activities in or around the premises.
C) Resident shall refrain from conduct in the unit which is detrimental to the building, neighborhood, management, and community.

8) **RETURNED CHECKS** – If any rental payment is made with a personal check and the check is returned to us by the bank, you will be charged $ 40.00 each time the check is returned plus any and all costs incurred as a result.

9) **UTILITY CHARGES**
A) Resident is responsible for all utilities unless otherwise stated.
B) Tenant responsible to pay for gas, water, and electric.

10) **RE-RENTAL CHARGE** – If the Resident vacates the premises prior to fully complying with this agreement, Resident agrees to pay the full rent remaining due plus additional costs incurred by Owner or Agent, **including but not limited to: re-rental costs, advertising costs, rental commissions, and re-conditioning costs.**

11) **PETS** - No animals will be permitted without prior written consent of Agent.
If Agent agrees to allow any pets, Resident will remit a non-refundable fee of $ 250.00, plus an additional $ 25.00 each month.

12) **ASSIGNMENT** – Resident may not assign this rental agreement or sublet the premises or any part thereof.

13) **OCCUPANCY** – Resident agrees that the premises will be used for residential purposes only and will only be occupied by the following adults: Angela T. Franks, Michael Addison, the following children: 0 Kids
Total number of occupants shall not exceed 2. In addition to being subject to eviction, Resident agrees to pay an additional $75.00 per month per unauthorized person.

14) **EXAMINATION OF PREMISES** – Resident has examined the premises and has accepted it as habitable and satisfactory.

15) **INSPECTION OF PREMISES** – Agent reserves the right to inspect the unit as needed. A 24-hour notice will be given before entering the unit except in case of an emergency.

16) **KEYS** – Resident agrees to give Agent copies of all keys to said premises. If Resident becomes locked out of unit, he/she will need to pay a lock out charge of $75.00 in advance, if Agent has to go to the premises.

17) **APPLIANCES** – Resident is solely responsible for the repair and/or replacement of appliances in said unit. Such appliances are there for the sole convenience of the Resident, without charge. No amount of the rent is attributable to any such appliance. If Resident has his/her own appliances, Agent will remove the existing ones if requested.

18) **MAINTENANCE** – Resident will be responsible for entire cost of repairs needed due to Resident neglect. Any repairs done by Resident must first be authorized by Agent. No painting, wallpapering or alterations will be allowed unless approved by Agent in writing, in advance.

SECURITY DEPOSIT AGREEMENT

- Under no circumstances is the deposit to be used in place of rent.
- We must have your forwarding address in writing.
- You are not considered "out" until you have removed all of your possessions and turned in all keys.
- Deductions will be made for past due rent, late charges and other unpaid Resident obligations through the entire lease term plus any hold-over.
- Deductions will be made for any repairs required for damages in excess of normal wear and tear.
- Any returns will be made by check payable to those who signed the lease, and will be mailed to the forwarding address within thirty days of the end of the total lease term, or within 30 days of the date when Agent gets the keys and exclusive possession back, whichever is last to occur.

BREACH OF CONTRACT

In the event that the Resident is in default of any of the terms or obligations set forth in this agreement, or any rules or regulations herein or hereafter adopted by the Agent/Owner for his/her buildings Resident agrees that they shall be subject to eviction. If the Agent/Owner requests that the Resident(s) vacate the premises to the Resident(s) as prescribed by SC Law, or Agent/Owner files an eviction complaint against Resident, the mere act of vacating the premises by the Resident(s) as a result of any of the foregoing acts does not terminate the obligations of the Resident(s) to pay rent and any damages that are incurred until the premises is re-rented or until the rental agreement expires, whichever is last to occur. If Resident vacates the premises, fail to pay rent, and all utilities are shut off for non-payment, Resident agrees that in that event, the premises have been abandoned by them, and the Agent/Owner has the legal right to immediately take possession of the premises and dispose of any and all personal possessions left in the premises. Resident makes no claim to any such possessions and waives any claim against Agent/Owner for disposing of said personal property.

MOVE-OUT COST SCHEDULE

Common Security Deposit Deductions

Residents will be charged the actual cost of any repairs or cleaning required as a result of Resident's occupancy. Examples, by way of illustration only, not by way of limitation, of common charges:

Broken door or lock on mailbox - $60.00
Missing or damaged exterior locks - $100.00
Interior knobs - $60.00
Damaged entry door - $345.00
Exterior and Interior door jamb - $285.00
Damaged finished interior door - $185.00 each
Custom interior door - $365.00
Door off hinges - $20.00
Damaged window – repair cost plus overhead
Damaged screen - $35.00
Broken or missing light globe - $45.00
Damage to any appliances (dents, damage for defrosting, etc.) – parts & labor costs plus overhead
Clogged disposal - $25.00; if damaged – cost, labor and overhead
Damaged carpet: bleach stains - $65.00 each; burns - $120.00 each; cigarette burns - $50.00 each; soiled carpet - $60.00/room (a hallway or stairs is considered a room); un-vacuumed carpet - $20.00/room; other contract repairs – labor plus overhead (Carpet is billed at $27.00/yard)

Unclean kitchen - $200.00 (dirty refrigerator - $50.00; unclean behind stove or refrigerator - $25.00)
Unclean range - $55.00 (dirty pan drawer - $10.00; dirty oven - $35.00; dirty range top - $15.00; dirty range hood - $25.00)
Unclean bathroom - $120.00 (dirty shower or tub - $30.00 each; dirty sink - $10.00 each; dirty toilet - $20.00 each)
Damaged shower door - $80.00
Holes in drywall: 12" - $85.00 each; 12-144" - $115.00 each; each square foot thereafter at $60.00/sq ft.
Unauthorized painting – contract cost plus overhead; repainting due to abnormal wear and tear: standard bedroom - $90.00; large room - $160.00
Tears or burns in Linoleum floor - $40.00/sq yard for entire floor area
Damaged Formica counter tops – contract repair cost plus overhead
Damaged plumbing fixtures – contract repair cost plus overhead
Unclean cold air vent - $10.00/vent
Extermination of roaches and/or fleas $150.00/treatment
Any other item of damage or abnormal wear and tear – contract repair cost plus overhead

THIS LEASE SHALL NOT BE BOUND BY ANY TERM, CONDITION OR REPRESENTAITON, ORAL OR WRITTEN, NOT SET FORTH HEREIN.

In witness whereof, Agent/Owner and Resident(s) have executed this lease in duplicate on the day and year first written in the agreement. Resident(s) agree that they have read over and understand all provisions of this agreement.

Owner: Vonnie McDaniels **Resident:** Angela T. Franks

Signature: ____________ **Signature:** ____________

Addendum to Lease

Resident agrees that up to the first two months of rent, being May 2024 and June 2024 will be forgiven, contingent upon the completion of the flooring in the living room, foyer and other agreed upon areas. Regular rent payments, shall resume on July 15, 2024. If the flooring is not completed by June 15, 2024, rent for May and June of 2024 will be owed to Owner.

AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

REALTOR® EQUAL HOUSING OPPORTUNITY

PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

1. **PARTIES:** This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into by:
Buyer(s), Angela T. Franks ("Buyer"),
and Seller(s), ~~V&M Properties of SC., LLC~~ ("Seller").

(A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing. DGR Law Firm.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to initially cause this primary Contract to be binding on all Parties.
(E) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(F) "Time" - all time stated shall be South Carolina local time. **Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.**

☐ BUYER ☐ SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

N/A (initials) **BUYER(s) acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving ☐ Client ☐ Customer service in this transaction.**

N/A (Initials) **SELLER(s) acknowledges receipt of the SC Disclosure of Brokerage Relationships form and is receiving ☐ Client ☐ Customer service in this transaction.**

2. **PURCHASE PRICE:** $ 67,000
Payable by transfer of Good Funds via ☐ Finance or ☒ a combination of Finance and Cash USD or ☐ Cash USD.
Verification of Cash available for Closing is ☐ attached ☒ not attached ☐ to be Delivered before ______.
This Contract ☐ is ☒ is not contingent upon the sale and closing of Buyer's real property and SCR504 ☐ is ☒ is not attached

3. **PROPERTY:** Hereby acknowledging sufficient good Contract consideration (e.g. mutual promises herein), Seller will sell and convey and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain in operable condition the Property and any personal property conveying in same operable condition, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal operable wear and tear. Buyer acknowledges opportunity to inquire about owners association issues, common area issues, condominium master deed issues, assigned parking/storage areas, memberships, lease issues and financed equipment prior to signing Contract. Leasing issues and items and financed equipment see Adjustments (e.g. tenants, leases, future vacation renters, SC vacation rental act reservations, rents, deposits, documents, solar panels, fuel tanks with fuel, alarm systems, satellite equipment, roll carts).

Address 6905 Cleaton Road Unit # Q190
City ~~Columbia~~ State of South Carolina
Zip ~~29206~~ County of ~~Richland~~
Lot ______ Block ______ Section/Phase ______ Subdivision ~~Point Arcadia~~
Other ______ Tax Map ______
Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):
water heater, refrigerator, stove, dishwasher, 2 HVAC units

4. **CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before November 30, 2024 ("Closing Date"). Conveyance shall be fee simple made subject to all reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in name(s): Angela T. Franks

and ownership type determined by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Parties agree to hire/use licensed Attorney(s). Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (e.g. manuals, equipment warranties, service information) and similar ownership items to Buyer at Closing.

[ATF] BUYER [____] BUYER [____] SELLER [____] SELLER
[____] BUYER [____] BUYER [____] SELLER [____] SELLER
HAVE READ THIS PAGE

Exhibit G

5. EARNEST MONEY: Total $ 500.00 500.00 (USD) Earnest Money is paid as follows: $ 5 00.00 accompanies this offer and $ ________ will be paid by 6 P.M. on ________ (date) and Earnest Money is in the form of [X] check [ ] cash [ ] other (e.g. wire) ________ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize DGR Law Firm as Escrow Agent to deposit and hold and disburse earnest money according to the terms of any separate escrow agreement, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request. If Earnest Money is not delivered by the agreed upon date above Seller may terminate the contract by delivering Notice of Termination to the Buyer.

THE PARTIES UNDERSTAND AND AGREE THAT UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY DEPOSIT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT (e.g. SCR518, SCR517, MEDIATION AGREEMENT) OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR RELATED TO EARNEST MONEY, PARTY RECEIVING THE LEAST AMOUNT OF EARNEST MONEY IN THE COURT'S DISBURSEMENT ORDER AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER IS TO BE UTILIZED, PARTIES AGREE THAT $ 0 SHALL BE PAID TO THE ESCROW AGENT BY THE PARTIES AS COMPENSATION BEFORE ESCROW AGENT INITIATES COURT OF COMPETENT JURISDICTION PROCEEDINGS ON EARNEST MONEY.

6. TRANSACTION COSTS:

A. TRANSACTION COSTS

Unless otherwise agreed upon in writing, Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs.

1) Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (including but not limited to mortgage insurance, title insurance lender/owner, flood, insurance, and hazard insurance) discount points, interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor.

2) Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes prorated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

3) The following costs in addition to the costs above will be the considered [ ] Seller's or [X] Buyer's transaction costs. If no box is checked these costs will be added to Seller's transaction costs.

   a) All costs to obtain information from or pertaining to owners' association (e.g. printing or document fees charged to requesting party by the HOA)
   b) Private and/or Public Transfer Fees
   c) Any costs similar to transfer fees (e.g. certificate of assessment, capital contributions, working capital, estoppel fees or otherwise named but similar fees)

4) At Closing, Seller will pay Buyer's transaction costs not to exceed $ 0, which includes non-allowable costs first and then allowable costs (FHA/VA).

   N/A (Buyer Initials) N/A (Seller Initials) Seller agrees to allow up to $ ~~N/A~~ of transaction costs referenced above to go towards Buyer Broker Compensation. This concession cannot go solely to pay brokerage compensation if the concession was advertised on the Multiple Listing Service.

   N/A (Buyer Initials) N/A (Seller Initials) Seller does not allow any of the above reference transaction costs to go towards Buyer Broker Compensation

Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

[ATF] BUYER [____] BUYER [____] SELLER [____] SELLER
[____] BUYER [____] BUYER [____] SELLER [____] SELLER

HOA dues and assessments are not considered transactions costs and are addressed by the closing attorney as needed per paragraph 22. A transfer fee is a nonrecurring fee that is being assessed solely because of a transfer in property ownership.

B. HOA Assessments (Special, Nonrecurring, Unexpected, Non-Budgeted, Etc.)

This does not apply to HOA Dues or Membership Fees. Select only one of the Following Options

☐ Option 1: Special assessments approved prior to Closing shall be the responsibility of the Seller. Special Assessments approved after Closing shall be the responsibility of the Buyer. Any remainder of the balance due on a Special Assessment approved prior to closing will be paid in full by the Seller at Closing.

☒ Option 2: Seller shall be responsible for the portion of any Special Assessments approved prior to Closing that are due in the calendar year of Closing. Any remaining Special Assessment payments in subsequent years are the responsibility of the Buyer. Parties direct Closing Attorney to make the appropriate adjustments per Paragraph 22 of this agreement. Special Assessments approved after Closing shall be the responsibility of the Buyer.

7. **FINANCE:** Buyer's obligation under this Contract ☐ is ☒ is not contingent upon obtaining financing of a ☐ 30 year or ☐ 15 year or ☐ other N/A purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts to a maximum N/A % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize Buyer's Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). Buyer shall apply for financing by N/A (date) and shall Deliver Notice to Seller of reasonable pre-final loan approval (e.g. pre-approval letter, initial approval letter) that contains no unreasonable credit, income, or asset conditions by 10/18/2024 (date) (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If the Buyer changes their Lender during the Financing Period they must notify the Seller in writing within 0 calendar days. Absent written approval by the Seller, Buyer cannot change lender if the closing date agreed upon in Paragraph 4 will change as a direct result. If a Lender subsequently declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice. Lender (may change): ____________ ☐ FHA ☐ VA ☐ Conventional ☐ Seller ☒ Other ____________. An FHA VA Financing Addendum ☐ is ☒ is not attached. Additional financing terms ☐ are ☒ are not attached.

8. **DUE DILIGENCE:**

The DUE DILIGENCE PERIOD begins upon the Effective Date and shall expire at 6 P.M. on N/A (date). Any extension to this date must be made in writing and agreed to by both Parties.

<u>During the Due Diligence Period</u>, Buyer may take timely/prudent steps to help Buyer/Inspectors, Seller/Estimators, and REALTORS® all have adequate time for: Buyer to coordinate Inspections and Repair Requests, Seller to obtain Repair estimates, Buyer and Seller to negotiate Repairs, and Buyer to potentially timely/properly Due Diligence terminate or buy.

During the Due Diligence Period, Seller agrees Buyer may rely on the following list of five items in accordance with Contract and laws. Buyer is solely responsible for Inspections. Buyer is not required to Inspect. Until Buyer timely/properly terminates the Contract or the Parties agree on an amended Contract, the Buyer can rely on #1, #2, #3, #4, and #5. TIME IS OF THE ESSENCE. <u>Delivering a Repair Request does not extend the Due Diligence Period.</u>

(1) Conduct/obtain Inspections [e.g. on site conditions, off site conditions]
(2) Deliver Repairs Requests Notice to Seller [e.g. SCR525 with all repair requests, all/portions of reports]
(3) Proceed under amended Contract [e.g. SCR310 and SCR525, SCR390, SCR391]
(4) Proceed under As Is Contract [e.g. Buyer desires to buy anyway, Buyer wants Property without Repair]
(5) Terminate Contract by timely/properly Delivering "Notice of Termination" and "Termination Fee" to Seller within the Due Diligence Period.

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract only by Delivering to the Seller both Notice of Termination and a Termination Fee of $ 0 USD Good Funds.

DURING THE DUE DILIGENCE PERIOD, SHOULD BUYER FAIL TO OBTAIN A NEW/AMENDED CONTRACT WITH THE SELLER OR BUYER FAIL TO TIMELY/PROPERLY DUE DILIGENCE TERMINATE THE CONTRACT DURING THE DUE DILIGENCE PERIOD: The Buyer agrees to buy and Seller agree to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear otherwise without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed in writing by the Parties in this Contract.

[ATF] BUYER [_____] BUYER [_____] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

9. INSPECTION/REINSPECTION RIGHTS: Buyer and SC licensed and insured inspectors ("Inspectors") reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for Inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will grant the Buyer the right to perform a final walkthrough inspection of the property within 48 hours prior to the closing date. Seller will keep all utilities operational through Closing unless otherwise agreed:
[X] Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (e.g. electricians, plumbers) to safely connect and operate the utilities during the Inspections.
Other ______________________________ [ ] **see attached.**
Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these inspection rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

10. APPRAISED VALUE:
[ ] This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Calendar Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. If Seller is aware and refuses to reduce as stated above, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller.
[X] This Contract is **not** contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

11. WOOD INFESTATION REPORT: If the Property to be sold has been previously occupied, this Contract is [ ] contingent [X] not contingent upon the [ ] Buyer [ ] Seller having the Property inspected at their expense by a qualified/licensed/bonded pest control operator selected by the [ ] Buyer [ ] Seller. [ ] Buyer [ ] Seller shall deliver timely Notice of and shall deliver to Closing a CL100 Wood Infestation Report dated no earlier than 30 calendar days prior to Closing and no later than N/A calendar days prior to Closing. If the Buyer is responsible for having the Property inspected as indicated above, but does not have the Property timely inspected for the report's required Delivery time frame, the Buyer waives any and all rights under the terms of this section. The Seller makes no warranties with regard to matters covered by such infestation report or any other improvement unless specifically stated in this Contract.

If the wood infestation report reveals the presence or indication of or damages by termite infestation or other wood destroying organisms, Seller shall remedy such deficiencies and shall furnish the Buyer with a CL100 wood infestation report by a qualified/licensed/bonded pest control operator (dated no earlier than 30 calendar days prior to Closing) that the Property is free from infestation or any damage herein mentioned; or documentation that the infestation has been treated and damage has been repaired as appropriate in a workmanlike manner on or before closing and reported by an appropriate licensee. State law and regulations control CL100 issues. If the Seller does not make the repairs and treatment, the Buyer shall have the option to (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs and treatment, or (3) terminate this Contract by Delivering Notice of Termination to the Seller. If the Property to be sold has not been previously occupied, Seller shall certify that the Dwelling has been treated by soil poisoning for the prevention of termites and other wood destroying organisms and shall provide at Closing to the Buyer a written certification from a qualified/licensed/bonded pest control operator. The obligations of the Seller under this Section terminate after the Closing.

12. SURVEY, TITLE EXAMINATION, ELEVATION, INSURANCE: Brokers recommend Buyer have Property surveyed, title examined, elevation/wetlands/beachfront determined, and appropriate insurance (e.g. flood, flood contents, hazard, liability, owner's title) effective at Closing. Unless otherwise agreed upon in writing by Parties, Buyer to obtain new insurance policies by Closing and Seller may cancel existing insurance after Closing. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing, availability, coverage, and requirements of insurance (e.g. flood, flood contents, hazard, liability) for the property prior to signing Contract.

13. SURVIVAL: If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

14. HOME WARRANTY COMPANY OPTIONAL COVERAGE ("HWC"): Parties agree that a Home Warranty ordered by N/A with at least twelve months of coverage after Closing Date [ ] will [X] will not be provided by Closing and $ N/A will be paid by N/A to the Home Warranty Company.
Buyer to pay any deficit and surplus reverts to payor. Proposed HWC and type of HWC: ______________.
In order for Broker to receive compensation under this section they must provide written notice done through an amendment (Form 390) or paragraph 28 to the parties prior to closing. ANY COMPENSATION IN THIS SECTION IS COMING EXCLUSIVELY FROM THE HOME WARRANTY COMPANY AND IS NOT PAID BY ANY PARTY TO THIS CONTRACT OR THEIR BROKER. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

[ATF] BUYER [____] BUYER [____] SELLER [____] SELLER
[____] BUYER [____] BUYER [____] SELLER [____] SELLER

15. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Parties will have the right for 14 Calendar Days after Notice of damage to Deliver Notice of Termination to other Party. If Party does not Deliver Notice of Termination, the Parties proceed according to the Contract and Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount sufficient for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

16. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

☐ Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy (e.g. delivering a corrected CDS to the Buyer/making reasonable repairs prior to Closing). Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers have met requirements of SC Code 27-50-70 and Brokers are not responsible or liable for any information in the CDS. CDS is not a substitute for the Buyers and Inspectors inspecting the Property (related issues/onsite/offsite) "Property issues" for all needs.

☒ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13). Buyers have sole responsibility to inspect Property Issues for all their needs.

17. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms (e.g. SCR315) and give copies to Brokers. Parties acknowledge receiving and understanding the EPA pamphlet "Protect Your Family From Lead in Your Home." For their protection, Buyers should conduct/obtain Inspections of all Property issues per their needs.

18. SEX OFFENDER/CRIMINAL INFORMATION: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Buyer may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

19. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the South Carolina Real Estate Commission regulations and South Carolina laws, any interest earned from deposit to Closing on Buyer's earnest money deposit belongs to Buyer. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Parties agree that Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

20. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of South Carolina laws [e.g. 12-8-580 (as amended)] regarding state income tax withholding requirements if the Seller is not a resident or has not filed South Carolina state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

21. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms; and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

22. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance (including any non-special assessments assessed due to increased premiums), EMS service, fuel/consumables, and all other non-special assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available and Buyer takes timely reasonable steps to minimize taxes. This section survives Closing. Buyer is solely responsible for timely and reasonably minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

23. DEFAULT:

(A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
- (i) Deliver Notice of Default to Seller and terminate Contract; and
- (ii) Pursue any remedies available to Buyer at law or equity; and
- (iii) Recover attorneys' fees and all other direct costs of litigation if Seller found in default/breach of Contract.

(B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
- (i) Deliver Notice of Default to Buyer and terminate Contract; and
- (ii) Pursue any remedies available to Seller at law or equity; and
- (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer found in default/breach of Contract.

(C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.

(D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

[ATF] BUYER [_____] BUYER [_____] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

24. MEDIATION: To potentially avoid expensive/lengthy/uncertain litigation, Parties may voluntarily/cooperatively decide which mediator to hire, how to pay the mediator, where to meet for mediation talks, and their own settlement agreement. Mediators do not decide settlement outcomes (Parties decide). Mediators merely facilitate the Parties reaching their own settlement and documenting settlement. Parties agree to attempt mediation for any dispute, claim, breach, representations made by any Party. Broker/other (e.g. concealment, misrepresentation, negligence, fraud) or service issues related to this Contract by using the National Association of REALTORS® Mediation Dispute Resolution System 803-772-5206 or www.NAR.REALTOR/policy/mediation or www.screaltors.org/mediation). Parties agree that the duty to attempt mediation survives closing and any signed mediation settlement agreement is binding. Parties agree some matters may proceed without mediation (e.g. foreclosure, action to enforce a mortgage or deed of trust or "rent to own" agreement, unlawful detainer action, file/enforce mechanic's lien, probate issues, interpleader action on earnest money). Parties agree some matters are not a waiver of mediation nor a breach of duty to attempt mediation (e.g. filing judicial action enabling recording notice of pending action, order for attachment/receivership/injunction or other provisional remedies).

25. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

26. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

27. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse compensation to Brokers in accordance with written agreements, as amended, between any Party and a broker or other representative, and document compensation on the settlement statement. If a Party disputes a Broker's compensation, that Party agrees to retain a South Carolina law firm to escrow only the disputed amount of the Broker's compensation until the dispute is resolved by a written agreement signed by that Party and the affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency and/or non-agency agreements are with the Brokers disclosed in this Contract. Should any Broker receive any compensation from the transaction in this Contract that has not been disclosed to Seller and Buyer in this Contract or a listing agency or compensation agreement disclosed, then prior to Closing, the Broker that expects to receive such compensation must notify Seller and Buyer and receive their written permission for Broker to receive such compensation.

28. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: NEGOTIATIONS REGARDING BROKERAGE COMPENSATION BETWEEN PARTIES OR BROKERAGE FIRMS SHOULD NOT BE INCLUDED IN THIS SECTION OR ANY ATTACHED ADDENDA. ANY VOLUNTARY NEGOTIATION FOR BROKERAGE COMPENSATION SHOULD BE DONE IN PARAGRAPH 6 OF THIS CONTRACT AS PART OF THE TOTAL AMOUNT OF BUYER TRANSACTION COST OR IN A SEPARATE COMPENSATION AGREEMENT (SCR FORM 120). THE ONLY APPROPRIATE ITEM REGARDING COMPENSATION IN THIS PARAGRAPH WOULD BE IN ACCORDANCE WITH SECTION 14 AND RELATED TO COMPENSATION PAID TO A BROKER BY A HOME WARRANTY COMPANY. There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. Parties shall initial and date Contract changes. If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, such documents can be further identified or described here (e.g. SCR 390, 391, 503, 504, 315, 320, 393, 370, 375, 513, 610): ______________________

Property is sold , "AS IS".

29. NOTICE AND DELIVERY: Notice is any unilateral communication (e.g. offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will only be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

30. Acknowledgements: Due to potential criminal activity, parties are solely responsible to verify all wiring instructions with law firm/bank. Parties are also advised and understand that audio/visual surveillance may occur in the property and parties should plan accordingly and comply with all federal, state, and local laws. Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the SC Disclosure of Real Estate Brokerage Relationships form, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

[ATF] BUYER [_____] BUYER [_____] SELLER [_____] SELLER
[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER

31. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 12:01 ☐AM ☒PM on 10/18/2024 , ____ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline. **This offer will expire automatically if no action is taken by either party 30 calendar days after the offer's submittal.**

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties as true to the best of their knowledge/belief. If signee is not a Party, appropriate legal documents (e.g. Power of Attorney, Corporate Authorization) are ☐attached or ☒to be Delivered to the other Party within 30 Calendar Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: Angela T.Franks **Date:** 10/14/2024 **Time:** 3:28 PM EST

BUYER: ____ **Date:** ____ **Time:** ____

BUYER: ____ **Date:** ____ **Time:** ____

BUYER: ____ **Date:** ____ **Time:** ____

NOTICE ADDRESS/EMAIL/FAX: P.O. Box 983 Columbia,SC 29202

afell264@aol.com

SELLER: ____ **Date:** ____ **Time:** ____

SELLER: ____ **Date:** ____ **Time:** ____

SELLER: ____ **Date:** ____ **Time:** ____

SELLER: ____ **Date:** ____ **Time:** ____

NOTICE ADDRESS/EMAIL/FAX: ____

N/A

Buyer's Agent/Company **Buyer's Agent License #/LLR Office Code**

N/A

Buyer's Agent's Email Address **Buyer's Agent Telephone Number**

N/A

Seller's Agent/Company **Seller's Agent License #/LLR Office Code**

N/A

Seller's Agent's Email Address **Seller's Agent Telephone Number**

[ATF] BUYER [____] BUYER [____] SELLER [____] SELLER
[____] BUYER [____] BUYER [____] SELLER [____] SELLER