State of South Carolina)
)
County of Sumter)

Christopher J. Rogers,) 2024-CP-43-00300
)
Plaintiff,)
v.)
)
SAFE Federal Credit Union,) Transcript
) of
Defendant.) Hearing
)
)
SAFE Federal Credit Union,)
)
Counterclaim Plaintiff,)
)
v.)
)
Christopher J. Rogers,)
)
Counterclaim Defendant.)
)

RECEIVED
Aug 04 2026
SC Court of Appeals

Date: April 22, 2026

Time: 10:56 a.m.

Location: Sumter County Judicial Center, Courtroom 1A, 215 North Harvin Street, Sumter, South Carolina

Reporter:
Jordan McDowell

APPEARANCES

Presiding:
The Honorable Michael M. Jordan,
Sumter County Master-In-Equity

For the SAFE Federal Credit Union:
Kyle A. Brannon, Esq.
Maynard Nexsen, PC
Columbia, South Carolina

Pro Se Plaintiff/Counterclaim Defendant:
Christopher Rogers

Also Present:
Anne Self, SAFE Federal Credit Union
Steven Heinemann, SAFE Federal Credit Union

INDEX

EXHIBITS

(All exhibits were retained by the Court)

PROCEEDINGS

THE COURT: All right. So, first, I'll go through this procedurally what we have. This action was filed 2/12/24. "Christopher J. Rogers and SAFE Federal Credit Union." And it has kind of a long history. After filing, there was a order from the circuit court setting aside a entry of default. There was a answer, and then answer -- amended answer in counterclaim filed April 19th, '24, together with a lis pendens and exhibits. There was a voluntary dismissal filed 8/20/24, that order of Judge McFaddin or the circuit court, September 3rd, 2024. Then I think it went -- I think the federal action was filed and an order entered there and appeal from that. We held a hearing in November. And then the federal appeal was resolved and ended. And then we've got some filings in November and December and January and April, the hearing -- notice of hearing and service.

And so I think I gave y'all notice today, I intend to conduct an evidentiary hearing. And gone on through the file and the different entries; kind of got a long history. But it will be my intent today to, again, conduct an evidentiary hearing and hear from both sides as to the answer of counterclaim. The loan, the inception looks to me like the federal causes of action, Fair Debt Collection Action, RESPA, Truth in Lending Act, some other federal causes of action were resolved in the federal court. But the federal court didn't -- didn't exercise jurisdiction over the state court causes of action. Of course, then we've got the voluntary dismissal filed. But, I guess, Plaintiff still has to prove his case, even in -- even in -- after a dismissal, I believe Defendant would still have, I guess, examination rights, cross-examination rights, and the right to present evidence even despite a voluntary dismissal.

So we all in agreement that this will be an evidentiary hearing on what happened between the parties?

MR. ROGERS: I disagree with that, Your Honor, respectfully.

THE COURT: Okay.

MR. ROGERS: The record's been silent since December, when filing our motions to ask for a counterclaim plaintiff to prove standing. And, to me, the -- the only relevant issue here to move forward with any type of foreclosure action is proof of standing. And they have failed to do that since

December. And the evidence that came out with Exhibit A -- which clearly shows that his client does not have standing -- has never had standing, therefore, cannot pursue foreclosure actions in this case. The record is firm and closed and silent, and I stand by the record.

THE COURT: All right. Mr. -- Mr. Brannon, do you want to respond to that?

MR. BRANNON: Yes, sir, Your Honor.

THE COURT: Okay.

MR. BRANNON: So, first off, Your Honor, there's no rule that says I have to respond to a Rule 12 motion or a Rule 56 motion. Under Rule 12, all of our allegations would be deemed true. So his motion dismissed would -- would fail under that regard under Rule 56. The -- the Court has to view the evidence and the likeness favorable to the nonmoving party. And so, Your Honor, we -- we have the note attached as an exhibit. Mr. Heinemann, one of my witnesses, has gone to the effort of getting the original note. And, in short, Your Honor, there's -- if -- if Mr. Rogers goal is to create an issue of fact, that's fine. We're ready to proceed with trial. But he certainly has not created a -- a failure -- he's certainly not created a lack of issue of fact as to his position.

THE COURT: Okay. Mr. Rogers, you agree that if they have the note or the evidence supports that the loan was made through the note, that that impacts any analysis under the motion to dismiss and/or the motion for summary judgment and/or the attached affidavit?

MR. ROGERS: For the record, Your Honor, my objection is that in the four months preceding, SAFE has filed no response/submitted no evidence. I object to any attempt to introduce new argument, documents, or evidence at this stage, because it's outside the record and procedurally improper.

THE COURT: Okay. So I'll protect you on the record, and I'll also allow your motion to be renewed. But today, I want to conduct an evidentiary hearing. Obviously, you know, I don't see any deposition testimony in the filings. I don't know what kind of discovery y'all did. But it seems to me that you can't answer the questions without hearing the witness testimony and building a record about what took place in this -- in this loan obligation.

MR. ROGERS: I do agree, Your Honor. And --

THE COURT: Okay.

MR. ROGERS: -- I think that should've occurred prior to today.

THE COURT: Okay. But -- so I'm going to -- I'm going to deny the motion for summary judgment at this stage. Again, you can renew it, and we will proceed with a evidentiary hearing. One -- one more question. On the -- on the voluntary dismissal -- so, Mr. Rogers, you're not asserting any damages claims, you're just defending against the foreclosure; is that right? You -- you voluntarily dismissed 8/20/24, ahead of the federal court filing?

MR. ROGERS: That was before I went to federal court, yes, sir.

THE COURT: Okay. So you don't have any causes of action -- offensive causes of action? You're just saying the foreclosure is improper? You're not asking for damages, etc., since you did the voluntary dismissal?

MR. ROGERS: At that point, yes, Your Honor.

THE COURT: Okay. And, Mr. Brannon, obviously, it was referred to in your federal court response, you take the position that the voluntary dismissal was a dismissal of his causes of action, but couldn't dismiss your counterclaim causes of action?

MR. BRANNON: That's correct. That's correct, Your

Honor.
THE COURT: Okay.
MR. BRANNON: In -- in our view, we have the sole claim before the Court subject to Mr. Rogers' defenses.
THE COURT: In any -- looking at Rule 41, I mean, usually voluntary dismissal occurs, you know, before there's a response or motion. You'd already filed the counterclaims. I mean, you're not saying that the -- the voluntary dismissal's a nullity, because it didn't comply with the Rule 41, technically. You're just saying it had no impact on the counterclaim, and it was a withdrawal or dismissal of the causes of action on offense against SAFE?
MR. BRANNON: That's correct, Your Honor.
THE COURT: Okay.
MR. BRANNON: I -- I consent to Mr. Rogers dismissing his claims to the extent that's helpful to put on the record, to where, as you've stated, the only issue left is the foreclosure in his defenses.
THE COURT: Okay. All right. Structurally, how many witnesses you intend to call?
MR. BRANNON: I have two, Your Honor.
THE COURT: Okay.
MR. BRANNON: I -- I don't think it will take -- I don't

think my examination will take more than 30 to 40 minutes.

THE COURT: Okay. Mr. Rogers, you -- witness is just yourself, or do you have other witnesses?

MR. ROGERS: I don't have any witnesses other than myself, Your Honor.

THE COURT: Okay. All right. So, basically, three or four witnesses?

MR. BRANNON: Yes, sir.

THE COURT: Let's get to it.

MR. ROGERS: All right.

THE COURT: You ready? All right. So, now, Mr. Rogers was the plaintiff, but since it's really on the counterclaim and his defense of that, I assume that SAFE would present its witnesses first? You disagree with that, Mr. Rogers? I mean, you're the plaintiff. Typically, the plaintiff goes first, but after the withdrawal, really, this is in response to their claims as to whether the origination of the loan was proper, whether the note was executed, whether the mortgage is proper, and whether -- I guess, whether the debt is proper, legitimate, and the amount of that debt. So would you agree with me that SAFE would present their witnesses first, despite the fact that you're the

filing Plaintiff?
MR. ROGERS: I do understand that, Your Honor. But, again, for the record, I'd like my objection noted that it should've happened before today.
THE COURT: Okay. All right. So you're protected on the -- on the record, and we will allow the defendant on the counterclaim to call his first witness unless there's any other procedural matters we need to go over?
MR. BRANNON: None that I can think of, Your Honor. We're ready to proceed.
THE COURT: All right. If you want to call your first witness --
MR. BRANNON: All right. Thank you.
THE COURT: -- come around and be sworn?
MR. BRANNON: Your Honor, I call Steven Heinemann.
THE COURT: You're going to have to say that again.
MR. BRANNON: Steven, S-t-e-v-e-n, Heinemann.
THE COURT: Okay. All right. Mr. Heinemann?
MR. HEINEMANN: Yep.
THE COURT: If you'll come around and be sworn.
MR. HEINEMANN: Okay.
(The witness is sworn.)
THE COURT: Okay. You are sworn. Answer the questions posed to you. Mr. Brannon?

MR. BRANNON: Thank you, Your Honor.

DIRECT EXAMINATION OF STEVEN HEINEMANN

BY MR. BRANNON:

Q Mr. Heinemann, can you please state your full name for the record?

A Yeah. Steven Heinemann.

Q And who's your employer?

THE COURT: You're going to have to spell the last name.

THE WITNESS: Oh, Heinemann, H-e-i-n-e-m-a-n-n.

THE COURT: Okay. Thank you.

A And SAFE Federal Credit Union.

Q And what is your title with SAFE?

A I'm the SVP of lending.

Q Okay. What do you generally do in that capacity?

A Yeah. I oversee the mortgage department, the consumer lending department, and the indirect lending department.

Q Okay. Through -- through that role, Mr. Heinemann, and through your review of SAFE's business records, are you familiar with Mr. Rogers' loan?

A I am familiar, yeah.

Q Mr. Heinemann, I've handed you what we'll mark as Counterclaim Plaintiff's Exhibit 1.

Q Do you recognize this document?
A I do.
Q What is it?
A It's a mortgage note.
Q Okay. What is the date of the mortgage note?
A April 16th, 2021.
Q Okay. And how much money was loaned through this note?
A 370,900.
Q Okay. What was the interest rate?
A 3.75.
Q And what was the maturity?
A The final maturity of the note is May 1st, 2052.
Q Okay. All right. Mr. Heinemann, if you could flip over to the second page, Paragraph 6-B. Can you read Paragraph 6-B for me, please?
A Sure. "If I do not pay the full amount of each monthly payment of the note -- on the note it is due, I will be in default."
Q All right. And I'm -- I'm sorry. I think it says, "If I don't pay on the date it is due." Do you see it?
A Yeah. I'm sorry. Correct, correct. "On the date it is due, I will be in default." Sorry about that.

Q No problem. All right. Paragraph 6-E. Do you mind reading that for me, please?

A Sure. "If the note holder has required me to pay immediately in full as described above, the note holder will have the right to be paid back by me for all of its costs and expenses in enforcing the note to the extent not prohibited by the applicable law. The expenses include, for example, reasonable attorney fees."

Q Okay. And then, on Page 3, Mr. Heinemann, does it appear there's a signature?

A Correct, yes.

Q Okay. And would you expect that that's Mr. Rogers's signature?

A I would expect that that is.

Q Okay.

MR. BRANNON: All right. Your Honor, I'd respectfully request that the note be admitted as Counterclaim Plaintiff's Exhibit 1.

THE COURT: Mr. Rogers, do you have any objections to the exhibit?

MR. ROGERS: With questioning, sir. I'd like the opportunity to counter.

THE COURT: Okay. So, yeah, cross-examine will be once Mr. --

MR. ROGERS: After that.
THE COURT: -- Brannon finishes. All right. So Exhibit 1 is admitted into evidence.
MR. BRANNON: Okay.
Counterclaim Plaintiff's Exhibit Number 1 was admitted into evidence.
Q All right. Okay. Mr. Heinemann, I've handed you what we'll mark as Counterclaim Plaintiff's Exhibit 2. Do you recognize this document?
A I do.
Q And what is it?
A It's the construction loan addendum.
Q And so was this -- was Mr. Rogers' loan a construction loan?
A That is correct.
Q So what is this document's use --
A Yeah.
Q -- in construction loans?
A Yeah. This -- this addendum goes along with the note and kind of goes over the terms of the construction, explaining how the loan is interest only until the loan is modified at the end to the permanent loan. It was a construction-to-permanent product.
Q Okay. And so is there a construction phase of the

loan?
A That is correct, yeah. We usually give 12 months to complete a construction on a -- on a construction loan -- construction-to-permanent.
Q And what are the payment obligations during the construction phase?
A Interest only until it's modified.
Q And that's interest only on what has been disbursed?
A The balance that's -- that's drawn, correct, yeah. So if he were to draw 20,000, he'd pay interest only on the 20,000, not the whole 300,000 or the 370,900.
Q Okay. And what happens once -- so how -- how does one get to the permanent phase?
A Once it gets to the permanent phase, we would have the project fully completed. A certificate of occupancy would be issued by the county or the municipality, and then we'd go ahead and make it to the permanent phase.
Q And is -- is that the point that it begins on a 30-year amortization?
A Correct, yeah. And principal interest would be paid, yeah.
Q Does it appear to you there's a signature on Page 3

of this document?
A That is correct.
Q Okay. And would -- would you -- does it appear to be Mr. Rogers' signature?
A It appears to be his signature.
Q Okay.
MR. BRANNON: Your Honor, I respectfully request that the construction loan addendum amending note be admitted as Counterclaim Plaintiff's Exhibit 2?
THE COURT: Mr. Rogers, did you -- I got two, did you get a copy?
MR. ROGERS: I got a copy, yes, Your Honor.
THE COURT: Okay. Any objection to the exhibit?
MR. ROGERS: Again, upon cross-examination, but yes.
THE COURT: Okay. So the -- is for evidentiary purposes, this will be Defendant (verbatim) Counterclaim Exhibit 2 is admitted into evidence.
Counterclaim Plaintiff's Exhibit Number 2 was admitted into evidence.
Q So, Mr. Heinemann, my understanding is, you brought the original note for this loan; is that correct?

A That is correct, yeah.
Q Okay. May I see it?
A Sure.

THE COURT: Mr. Rogers, you had a chance to look at the original documents?

MR. ROGERS: I've looked at the documents, yes, Your Honor.

THE COURT: Okay. Any -- well, you're not admitting these into evidence, are you? Just providing to the Court the original showing the blue ink signature?

MR. BRANNON: That's correct, Your Honor. I -- I may ask --

THE COURT: Okay.

MR. BRANNON: -- Mr. Heinemann a few questions about them, and then I probably will ask they be admitted now.

THE COURT: Okay.

MR. BRANNON: From a preservation perspective, I -- I think it's best if -- if that document stays with the credit union, as opposed to being kept by the Court.

THE COURT: I understand. Okay. So the record will just reflect that the original note with the blue ink signature dated April

16th, 2021, has been reviewed by the Court, as well as the construction loan addendum dated April 16th, 2021, original blue ink signature.

MR. ROGERS: Point of order, Your Honor?

THE COURT: Yes, sir?

MR. ROGERS: I am not -- I'm not confirming those are the original documents.

THE COURT: Yes, sir. I understand. All right.

MR. BRANNON: Thank you, Your Honor. Then I'll put those there, and just one question for Mr. Heinemann. But you -- you weren't at the closing, these are the original documents that were kept?

THE WITNESS: Correct, yeah.

THE COURT: Yes, sir.

THE WITNESS: Curtis and Croft was the title attorney that performed the closing. I was not in attendance.

THE COURT: Okay. All right. Thank you. Mr. Brannon, you may -- can proceed.

MR. BRANNON: Thank you, Your Honor.

Q So, Mr. Heinemann, to the best of your knowledge, in the manner that SAFE keeps its business records, do you believe that is the original note and the

original constructional addendum amending note signed by Mr. Rogers?
A I do.
Q Do you believe that they're identical to the copies that have been -- been admitted as Exhibit 1 and Exhibit 2?
A Yes.
MR. BRANNON: So, Your Honor, for purposes of those originals, I am asking that they be admitted as Counterclaim Plaintiff's Exhibit 3, but that the originals be kept with SAFE, just because that's -- so they're not all stored -- stolen.
THE COURT: Mr. Rogers, any -- any objection? So that would be Exhibits 3 and 4, which the witness has now testified that they're identical to the -- to the ones admitted. But as a matter of housekeeping, only the copies will be retained by the Court because those are the blue ink signature note and addendum, and need to be maintained by the -- by the defendant. And let me ask one question. Mr. Heinemann, y'all --
THE WITNESS: Yeah.
THE COURT: -- SAFE services its own loans,

right?

THE WITNESS: That'd be correct, yeah. We --

THE COURT: So I saw at the bottom, "Fannie" --

THE WITNESS: That would be --

THE COURT: -- "Fannie Mae and Freddie Mac Forms" --

THE WITNESS: Uh-huh.

THE COURT: -- but SAFE doesn't sell its loans, correct?

THE WITNESS: That is correct, yeah. We have never sold a mortgage at SAFE. But, again, we use those forms because they are approved in case we need it to fill liquidity purposes --

THE COURT: Okay.

THE WITNESS: -- to have to sell our portfolio. But we have not, to this date, sold any.

THE COURT: Okay. So, Mr. Rogers, any objection to the record reflecting that those are admitted into evidence after inspection -- after testimony and foundation by the witness, inspection by the Court, and you had a chance to look at them? Doesn't mean that there's a particular conclusion drawn for them, just means they're admitted into evidence and a part of the record.

MR. ROGERS: Is there an alternative to safekeeping those documents? Does the Court have a evidence locker of some sort?

THE COURT: I do not. I do not. So the rules require -- typically, the -- the -- I don't have a provided court reporter. So, typically, the -- if a transcript is requested, the court reporter maintains a copy of the exhibits admitted into evidence, unless and until the time passes under the preservation of evidence statute and they're returned to the parties, and if not claimed, they're destroyed. So -- and, in this case, you know, I don't have a state-paid court reporter part of the court system. Y'all have to bring a court reporter. So that would -- in my -- in the past, when the private retained court reporter attempts to deliver the actual exhibits for the safekeeping by the clerk of court, they're simply going to scan them as e-filed exhibits, and then they don't want to retain any paper. So -- so what will happen is, they would just be acknowledged and admitted on the record. But the original documents with the blue ink would be maintained by the plaintiff in their -- in their records. But they've been brought to Court for presentation, I assume, as part of the presentation based on the different filings, so no. I don't -- I don't know that there's another option. Of course, I can't give you legal advice. But I don't know that there's another option, other than a foundation's been laid. Again, just because an exhibit is admitted into evidence doesn't mean that it is the final say-so. Just means that a foundation was laid and the Court admitted. It doesn't -- doesn't undermine or eradicate the ability to cross-examine and make counterpoints. Just means that the Court reviewed them. And the record already reflects it, you know, I saw documents with the blue signature. But you may testify that's not your signature. I -- I don't know. But simply admitting something into evidence is -- is -- doesn't mean that any particular conclusion is drawn from that document.

MR. ROGERS: I understand, Your Honor.

THE COURT: All right.
MR. ROGERS: The -- the only point I am trying to make is if that's being submitted as the original as evidence, then if the authenticity of that document is in question, which it is, it does need to be kept, and it needs to be protected. But I don't know whether surrendering to either party is the right thing to do if it's to be preserved as evidence.
THE COURT: Okay. So -- and the witness testified he was not at the closing, so, you know, he said it appears to be the same signature. He believes it to be authentic. But, certainly, we hadn't got to cross-examination yet. But I'm going to admit those as Exhibits 3 and 4, and allow the plaintiff to retain them, because they do have significant importance. Obviously, when you talk about UCC and negotiable instruments, the original document is -- is important where -- where it's kept/where it's retained. You'll still have the right to cross-examine. You'll have the right to use that original blue signature document in the context of this

proceeding. But I'm going to allow those to remain with the plaintiff because of their significance, even though the plaintiff is not known or the counterclaim plaintiff or defendant has not -- does not transfer loans. So I'm going to allow them to -- to -- to keep those original blue ink documents. But those will be admitted as Exhibits 3 and 4, represented by the photocopies of Exhibit 1 and 2.

Counterclaim Plaintiff's Exhibit Number 3 was admitted.

Counterclaim Plaintiff's Exhibit Number 4 was admitted.

All right. Mr. Brannon, you can continue your examination.

MR. BRANNON: Thank you, Your Honor.

Q Mr. Heinemann, can you explain to the Court how originals are kept, and the kind of chain of custody from closing to the folder you brought to Court today?

A Sure. What would happen after closing is the title attorney prepares a closing package. They give us back all the originals. We duplicate all of the original files, and then we destroy everything

other than the original note. That's the only
thing that we hang onto. Everything else is just
digitally saved.
Q And where is the original note kept?
A We have fireproof file cabinets in our mortgage
department.
Q And is that where you obtained the folder --
A That where I obtained the folder, correct.
Q -- for Mr. Roger's loan?
A Correct.
Q The one you brought to court today?
A That is correct.
Q Okay. Mr. Heinemann, I've handed you another
document that we will mark as counterclaim
Plaintiff Exhibit 5. Do you recognize this
document?
A I do.
Q And what is it?
A It's a mortgage.
Q All right. And was it recorded?
A Yes. It was.
Q What's the date that it was recorded?
A April 19th, 2021.
Q And you see the book and page?
A Yes. I do.

Q And can you state -- state those for the record?
A Yeah. The book is "1283." And the page is "5424-49, Page 26."
Q And where would this have been recorded, Mr. Heinemann?
A Sumter County records.
Q Okay. Register of deeds office?
A Yeah. Register of deeds office, yeah. Uh-huh.
Q And so what was the date of this mortgage?
A April 16th, 2021.
Q Okay. And, again, down here in -- in Section D, the maximum principal amount was listed. Can you state that amount again?
A 370,900.
Q And does that match the note?
A Yes. It does.
Q Okay. So, Mr. Heinemann, you've already testified to this, so I -- I -- I'll be very brief. I feel like it's an important point to make given the assertions in the case. Has SAFE ever assigned? transferred? sold this loan or this mortgage?
A We have not.
Q Okay. To your knowledge, does SAFE sell? assign? transfer any of its mortgage loans?
A No. We do not.

Q Okay. So is it your testimony that this loan was not assigned to a Fannie Mae REMIC 2022-28 Trust?
A That is correct. We did not sell the loan.
Q Okay. Is SAFE still the holder of this noted mortgage?
A Yes. SAFE is.
Q The mortgage -- again, it provides a maturity date of -- of what date, Mr. Heinemann?
A May 1st, 2052.
Q So is that a 30-year term?
A That is correct, yeah.
Q Okay. Flipping over to pages -- well, let me -- let me back up a bit. Paragraph 3, if you'll flip over to Page 4 of 14, Mr. Heinemann.
A Okay.
Q Can you give just a brief synopsis of what the heading funds for escrow items means?
A Uh-huh. That just explains that, as part of the payment, depending on the loan amount and depending on the terms of the loan, you require escrow for taxes and homeowner's insurance, and also private mortgage insurance included in that. And that's funds that are held for the credit union to pay on behalf of the member.
Q So SAFE pays the taxes, the homeowner's insurance,

and the PMI insurance?
A That is correct, yeah.
Q And -- and it's reimbursed by the member through the monthly payments?
A That is correct.
Q So if you'll flip over to Page 13, Mr. Heinemann. Does there appear to be a signature at the top of that page?
A Yes. There is.
Q And does it appear to be Mr. Roger's signature?
A It appears to be.
Q And does it appear to be -- does there appear to be two signatures at the bottom of the page?
A Yes. There is.
Q And who would those folks be?
A They would be the individuals working at the title attorney's office, I believe one is the attorney, and then his paralegal.
Q Are they representing themselves to be witnesses to Mr. Rogers' signature?
A That is correct.
Q And tell me what's on Page 14 to the best you can tell.
A It looks like the notary.
Q Looks like a person named "William Croft"?

A That is correct, yeah.
Q And is he an attorney in South Carolina?
A He is.
Q Okay. Is that the law firm that closed this loan?
A It is. Correct.
Q So, Mr. Heinemann, we'll skip past the family -- the one for the family rider. I don't have any questions for you on that document. I think it speaks for itself. There is a construction loan rider that's the last four pages. Or do you see that page?
A Yes. I do.
Q And it looks like at the top left, this document was recorded with the mortgage. Do you see that book and page?
A Correct.
Q Can you state the book and page numbers for the record?
A Let's see. It's "Book 1283, Page 5441."
Q Okay. And so, Mr. Heinemann, what does this construction loan rider do?
A Yeah. This just goes over the terms of the construction and explains there will be future advances taken. What we do is we give a limit of the total advanced draw, and then advances are

taken as the house is being completed as -- and as
inspections are being completed.
Q Okay.
A And it also gives knowledge about when the loan
turns into the permanent mortgage once everything
is completed.
Q Okay. So it's like Paragraph 2 discusses future
advances?
A Uh-huh.
Q And, again, the construction phase was intended to
be how long?
A Twelve months.
Q Okay. And in Paragraph 5, is that where it
discusses permanent?
A That is correct, yeah.
Q Okay. And it is for -- so for a -- for a layman,
like I'm asking for my own edification, is
"permanent" essentially when it becomes like a
regular mortgage once the construction's over?
A That -- that is correct.
Q Okay. Do you mind reading Paragraph 4 for me,
please?
A "Breach by borrower?"
Q Yes, sir.
A Okay. "In the case of breach by borrower of the

covenants and conditions of the loan agreement,
subject to any borrower to cure borrower's default,
lender, at the lender's option, with or without
entry upon the property, may invoke any of the
rights or remedies provided in the loan agreement.
By accelerate -- accelerate the -- the sums secured
by the security instrument and -- and invoke any of
the remedies provided in this security agreement,
or may do both. Lender's failure to exercise any
of its rights and remedies at any time or any one
time will not constitute a waiver by the lender of
its rights to exercise that right or remedy, or any
other right or remedy in the future."
Q Okay. And, Mr. Heinemann, on Page 4, the last page
of this exhibit, Page 4 of 4, the construction loan
rider, does there appear to be a signature on it?
A There is.
Q Okay. And does that appear to be Mr. Rogers'
signature?
A It does appear to be a signature.
Q Okay.
MR. BRANNON: Your Honor, we respectfully
request that the mortgage, which contains the
construction loan rider, be admitted as -- I
believe that's Plaintiff's Exhibit 5 -- or

excuse me -- Counterclaim -- Counterclaim Plaintiff's Exhibit 5.

THE COURT: Mr. Rogers, you had a chance to look at the proposed Exhibit 5, the mortgage and the rider?

MR. ROGERS: I've reviewed all the documents. Yes, Your Honor.

THE COURT: Okay. Do you have any objection to it coming into evidence?

MR. ROGERS: Not as the originals, but yes.

THE COURT: Okay. So subject to Mr. Rogers' right of cross-examination, Defendant -- or Plaintiff -- Counterclaim Defendant (verbatim) Exhibit 5 is admitted into evidence. Mortgage and attached rider.

MR. BRANNON: Thank you, Your Honor.

THE COURT: Okay.

Counterclaim Plaintiff's Exhibit Number 5 was admitted into evidence.

Q All right. All right. Mr. Heinemann, so the next document I've handed you is what we'll mark as Counterclaim Plaintiff's Exhibit 6. Can you -- do you recognize this document?

A I do.

Q All right. And what is it?

A It's the home construction agreement rider --
Q Okay. And --
A -- for the mortgage.
Q -- was -- was it also reported with Sumter County?
A It was.
Q Okay. It looks like there's a book and page in the top left with it.
A "1283" and "Page 5445."
Q Okay. And what was the date of this agreement?
A April 16th, 2021.
Q And, again, the maximum loan amount?
A 370,900.
Q Okay. Let's -- let's go through a couple of these sections. Mr. Heinemann, can you paraphrase what is Section A stating?
A That contracts and permits are given to us to move forward with the project.
Q And it's the homeowner's obligation to take care of those?
A That is correct, yeah.
Q Okay. Section B -- do you mind reading the second sentence to Section B for me, please?
A Where it starts as "Following"?
Q Yes, sir.
A So, "Following the declaration of an event of

default, you may exercise all my rights under the collateral, and I will not object to or interfere with your exercise of such rights."
Q Okay. And, Mr. Heinemann, what would be some of those rights that SAFE would exercise upon a breach by the borrower?
A Acceleration or foreclosure.
Q Okay. Section H, on the file on the next page.
A Uh-huh.
Q Can you explain generally what that section does?
A Yeah. What we do is we give the members usually a 12-month cycle to build the property. But, again, sometimes there's construction delays, or like during COVID, we ran into materials -- where materials took longer to procure to get the file to close. So we did extensions for members, but 12 months is the normal construction time to -- to build.
Q Okay. What about Section R? Can you explain what that is to the Court?
A That is when the member is in default.
Q Okay. And is it at fault -- a default if the member fails to make payments when due?
A That is correct.
Q All right. Section S, can you explain that to the

Court?
A That's where the entire balance is due at default.
Q Okay. And is there an attorney's fee provision in there toward the end of that paragraph?
A Correct. Yes. It says, "Including attorney fees of 15 percent."
Q It says, "Or such greater sum is maybe reasonable"?
A Yeah. Correct. Yeah.
Q Section W discusses advances. Can you explain what -- what that section's intent is?
A Yep. As the home is being constructed, we usually try and do four to six draws as the house is being completed. So what the member would do is they -- at certain stages, they would give us a call, we would verify with the builder that they've completed up to that stage. We'd get a signed document from the member, we'd get a signed document from the builder, and then we'd also send a home inspector out to inspect the home to make sure that it's built up to that percentage of completion.
Q Okay.
A And then a draw would be taken.
Q And then in Paragraph -- or Section X, it looks like there might have been four draws on this loan?

A Yeah. I think there might have actually been more than four draws on this loan, but that's usually the standard. We try and do it within four draws. Sometimes the builders, you know, require additional draws because they're waiting on maybe a larger item to come in, so they want to be paid. So we try and work with them and the -- the member.
Q Okay. Understood. And does there appear to be a signature on Page 4?
A Yes. There is.
Q Does that appear to be Mr. Rogers' signature?
A It appears to be.
Q And then the last page?
A Is the legal description of the property.
Q Okay. And that would be the property that we're here today on 20 Doe Court?
A Correct.
MR. BRANNON: Your Honor, we respectfully request that the home construction law agreement rider to mortgage be admitted as Counterclaim Plaintiff's Exhibit 6.
THE COURT: Mr. Rogers, Exhibit 6, same -- same position?
MR. ROGERS: Yes, Your Honor.
THE COURT: All right. So Mr. Rogers'

position on Exhibit 6 remains the same, but it's admitted into evidence.

MR. BRANNON: Okay.

Counterclaim Plaintiffs Exhibit Number 6 was admitted into evidence.

Q   Mr. Heinemann, I've handed you another few pages of documents that we'll mark as Counterclaim Plaintiff's Exhibit 7. Do you recognize these checks?
A   Yes. They appear to be draw checks --
Q   Okay.
A   -- to the builder.
Q   So is this how the loan is funded?
A   That is correct. That is approved up to a total limit of the 370,900, and then draws are advanced against that limit.
Q   Let's look at each one of these. So, Mr. Heinemann, I'm looking at a Check Number "5068398." Are you looking at that one, as well?
A   Yes. I am.
Q   What's the date on that one?
A   That's June 18th, 2021, for "30,581."
Q   And who's it payable to?
A   Ayak Construction.
Q   And are you informed that that's the builder for

Mr. Rogers' home?
A That is correct.
Q Okay. All right. So there's a second check, that's Check Number "5085471." Do you see that one?
A I do.
Q And can you tell me about that check?
A Yeah. That was written 9/13/2021, again to Ayak Construction.
Q How much was it for?
A "92,493.50."
Q Okay. And the third Check Number "5118707." Can you tell us about what's on this check?
A Yes. It was written 2/18/2022, for "52,318." Again, made payable to Ayak Construction.
Q Okay. And it looks -- is that "February 16th"?
A Correct. Yeah. February 16th, yeah.
Q "2022"?
A 2022, yes.
Q Okay. All right. And then the fourth one I'm looking at Check Number "5145881." Can you tell the Court about that check, please?
A Yes. It's dated 6/13/2022, "72,871.50," again payable to Ayak Construction.
Q All right. Next one I've got is Check Number

"5171052." Can you tell the Court about that one, please?
A So that's dated 10/12/2022, for "84,082.50," again, payable to Ayak Construction.
Q And then the last one, Mr. Heinemann, I've got -- I'm looking at Check Number "5189221." Can you tell the Court what that check says?
A That was written January 10th, 2023, for "38,000," and it's payable to Christopher Rogers and Ayak Construction.
Q Okay. And on the back of that one, did -- does it look like a signature from Mr. Rogers?
A It appears to be, yes.
Q Okay. So, Mr. Heinemann, as best you can tell, did SAFE fund the $370,000 loan?
A Yes. We did.
Q I added these checks up yesterday and got $370,346.50. Does that sound correct to you?
A That is correct, yeah.
Q Okay. To your knowledge, is the home built?
A Yes. It is completed.
Q And was there a certificate of occupancy issued by the appropriate authority?
A Yes. There was.
Q Do you have a copy of that with you?

A I don't have it with me, but I -- I have seen the copy of it.
Q Okay. All right. I have one more document for you, Mr. Heinemann, and then I'll -- I'll do my last questions. Mr. Heinemann, I've handed you what we'll mark as Counterclaim Plaintiff's Exhibit 7, I believe. Eight. Sorry. I knew I'd do that. What is this -- or first off, do you recognize this document?
A I do.
Q And what is it?
A It's the form we use when we take the loan out of the construction advance phase into the final modification to a permanent mortgage.
Q Okay. Was this document recorded?
A Yes. It was.
Q And what date was it recorded?
A It was recorded March 9th, 2023.
Q Okay. And what was the date of the agreement?
A February 16th, 2023.
Q Okay. Does this document amend certain aspects of the -- of the loan documents to now firmly state what has happened in the construction phase?
A Correct. It's saying the construction phase is over, the line would be exhausted or -- or shut

down, and then it'll start to be a permanent repayment.
Q Okay. So the second full paragraph -- Mr. Heinemann, let me make sure I know where I'm at. So underneath the address in the "See attached for property description," there's a paragraph that starts with "Borrower -- borrower and lender." Can you read that paragraph, please?
A Sure. "Borrower and lender agree that on or before the date of this agreement, the construction or renovation, as applicable, of the property has been completed and that all loan proceeds have been dispersed to the borrower in accordance with the terms of the original note. Borrower and lender have agreed to modify the terms of the original note and security instrument in accordance with the terms of this agreement. This agreement is not a novation."
Q And the next paragraph that has a heading on it, it says, "Current Loan Balance." Mr. Heinemann, what was the current loan balance as of February 16th, 2023?
A "370,346.50."
Q And was that the total of checks that were dispersed by the credit union?

A That is correct.
Q All right. Looking to the second page under "Interest." Did the rate stay the same at 3.75?
A It did, yes.
Q And under the payment section, it looks like there's a date there for when the payment started to begin?
A Yes. April 1st, 2023.
Q And so I -- I don't know if you remember off the top of your head, Mr. Heinemann, but that looks like a bit of an extension from the permanent phase that was initially contemplated; is that correct?
A That is correct.
Q About maybe a ten-month extension?
A Possibly, yes. That would be correct.
Q Okay. And what are extensions generally? Why are those provided to the member?
A Usually, delays in the build.
Q Okay. Do you view that to be a concession, or it's something to help the member?
A Yeah. Correct.
Q Okay. As opposed to just saying, "Well, we don't care if it's built or not, you have to start paying P&I now"?
A That is correct.

Q And when I say "P&I," I mean principal and interest, right?
A That is correct, yeah.
Q So even though the P&I payments start a little later in April '23, was there still a 30-year amortization from April of '23?
A Yes. There is.
Q And the maturity date is what date?
A March 1st, 2053.
Q Okay. So, Mr. Heinemann, underneath that, there's a stated amount for the monthly payment. Can you tell the Court what that amount was?
A Yeah. That's the principal and interest only portion of the payment. And it's "1,715.13."
Q Okay. All right. Flipping to the next to last page. Let's see here. I'm going to call it the fourth page, Page 4. At the top, it says, "1678 -- Page 1678."
A Yeah.
Q All right. So do you see some signatures on that page?
A I do.
Q All right. Is one of those signatures yours?
A It is.
Q Okay. Were you in the room with Mr. Rogers at the

time this was signed? Do you recall?
A I was not.
Q Okay. Is -- above that, does that appear to be Mr. Rogers' signatures?
A It appears to be his signature, yeah. Yes.
Q Singular signature. I'm sorry.
A Yeah.
Q And do those appear to be witness signatures to the left?
A That -- that is correct.
Q Okay. And on the bottom of that page and the next page, what do those appear to be?
A Notaries.
MR. BRANNON: Okay. I beg the Court's indulgence for a moment.
THE COURT: Yes, sir.
Q So, Mr. Heinemann, as best you can tell, after this loan document was signed, was the construction phase over and permanent phase now to begin?
A That is correct.
Q And the first payment was due April 1st of 2023?
A That is correct.
MR. BRANNON: So, Your Honor, we respectfully request that the construction conversion modification agreement fixed interest rate be

admitted as Counterclaim Plaintiff's Exhibit 8.

THE COURT: What about -- what about the checks? Were you not putting those in, or are those the --

MR. BRANNON: I appreciate that, Your Honor. So now my numbering is -- is off. So Your Honor, we've . . .

THE COURT: Checks were seven.

MR. BRANNON: Checks, I think, are seven; is that correct? Okay. So, Your Honor, we respectfully request that those be admitted as Exhibit 7.

THE COURT: Mr. Rogers, anything as to the checks, Exhibit 7?

MR. ROGERS: No difference, Your Honor.

THE COURT: Okay. So same position for Mr. Rogers. They'll be admitted subject to cross-examination and -- and final determination as to impact on the decision. And then also, Mr. Rogers, as to Exhibit 8, the construction conversion modification agreement?

MR. ROGERS: The same.

THE COURT: Okay. And -- and I want to also note for the record Exhibit 8, as well as the other -- some documents are public records now, but Exhibit 8 is admitted also subject to cross-examination and Mr. Rogers' position previously put on the record. So 7 and 8 are in evidence.

Counterclaim Plaintiff's Exhibit Number 7 was admitted into evidence.

Counterclaim Plaintiff's Exhibit Number 8 was admitted into evidence.

MR. BRANNON: Your Honor, I do not have any further questions for Mr. Heinemann. Mr. Heinemann, please answer the questions from Mr. Rogers.

THE COURT: All right. Mr. Rogers cross-examination?

MR. ROGERS: Thank you, Your Honor.

THE COURT: Yes, sir.

MR. ROGERS: One quick moment, please.

THE COURT: Yes, sir.

MR. ROGERS: A quick note for you, Judge Jordan, Your Honor. The notice of hearing that I received did not state that this was an evidentiary hearing. So, admittedly, I'm -- I'm unprepared, but I will do my best to help provide the information needed for this case so you can move forward.

THE COURT: All right. All right. Proceed.

CROSS-EXAMINATION OF STEVEN HEINEMANN

BY MR. ROGERS:
Q All right. Mr. Heinemann, good morning, sir. I'd like to hear again, and I -- I might repeat a few questions just so I hear myself and I can process it, you know, in my own -- in my own way. You were not present at the signing of any of these documents --
A I was not --
Q -- that day?
A -- present, no.
Q Okay. Thank you. Can you please confirm for me if you have seen this document from your legal team?
MR. ROGERS: Your Honor, what I've just shown him is the affidavit for forensic audit written by Mr. Joseph Esquivel. It's entered into the record as Exhibit A from the 15 December 2025, motion to dismiss. That affidavit is submitted as evidence to show very clearly that the loan was, in fact, sold to Fannie Mae on a specific date and time using the databases that are available to people who know how to find it.
Q Have you seen this document?
A I have not.
Q Okay. That's fine. Thank you.

MR. ROGERS: Again, Your Honor, that's Exhibit A from 15th December.

THE COURT: Okay.

Q This one, I believe, you asked for. This is a copy of the note that was presented earlier. Mr. Heinemann, can you confirm, please, that this is actually a UCC-compliant negotiable instrument?

MR. BRANNON: Your Honor, objection to the sense that it's really a legal question.

MR. ROGERS: It does have relevance, Your Honor, as it relates to its authenticity and what it is used for, particularly in mortgage transactions. And that is the basis for some of these questions.

THE COURT: Okay. So I allow the witness to answer, but, obviously, he's not a -- a lawyer, but he works at the bank. He's risen to the level -- level of vice president, so he obviously has a understanding of, I guess, negotiable instruments. So I'll allow him to answer, but he's certainly not held to the same standard --

MR. ROGERS: Understand.

THE COURT: -- as a -- as a --

MR. ROGERS: Understand.

THE COURT: -- lawyer.
A Yeah. I mean, I'm familiar with this as being a, you know, multistate fixed-rate mortgage note used by Fannie and Freddie Mac. But, again, I'm not -- I don't know the UCC code.
THE COURT: (To Mr. Rogers) Is it the same -- I didn't see it. Is it the same -- is the same one that was -- is it -- is it -- is it the same one that was . . .
MR. ROGERS: It is the copy.
WITNESS HEINEMANN: It is the same, yeah.
MR. ROGERS: We seen it earlier.
THE COURT: Okay. All right.
Q Yes, sir. The key words here, are you familiar that it also serves as a negotiable instrument?
A Yes. I am.
Q Okay. That's all I need. Thank you.
MR. ROGERS: Again, Your Honor, I am pro se. I've never cross-examined a witness before. Keep me within the rails if I'm going outside the rails.
THE COURT: Will do.
Q Mr. Heinemann, if SAFE has retained the original note this entire time, can you, from your position, explain why it has not been produced sooner and

stopped all this? There will be multiple requests going back, even a number of years, requesting presentation of the note that it be verified and authenticated, which could have laid a lot of this to rest. Can -- can you explain, or are you at liberty to say why the note has not been produced?

A Yeah. I -- I'm not aware why it has not been produced.

Q Okay.

A But it has been in our possession the entire time.

Q Okay. That it -- okay. That's your position.

Likewise, you've just stated for the record that you have not seen the evidence that was submitted in the 15 December hearing regarding the affidavit of forensic audit, which showed where SAFE did sell the loan to Fannie Mae. You have not reviewed that document?

A I have not reviewed that document, no.

Q Okay.

MR. BRANNON: Your Honor, I just like to clarify. I don't think there was a hearing on December 15th.

THE COURT: Wasn't one here. Was there one in federal court?

MR. BRANNON: No, sir.

THE COURT: Okay.
MR. ROGERS: (To Mr. Brannon) Did I say here?
MR. BRANNON: Yes, sir.
MR. ROGERS: I misspoke, yeah. The -- the filing -- the submission. The 15 December filing.
THE COURT: The filing, okay.
Q There were also previous requests for SAFE to produce the generally accepted accounting principles, which show where the funding actually came from for this loan. And those have also gone unanswered. Are you prepared today to explain to the Court in -- in simple language even I can understand: Did SAFE actually loan me the money for that mortgage using its assets internally? The -- the bank gave me money, correct? To go build this house?
A That is correct.
Q And that funding came from where?
A From SAFE Federal Credit Union.
Q From its assets?
A That is correct.
Q Are you familiar with the National Credit Union Association quarterly call reports?
A I am.

Q And can you articulate the information that's produced on those quarterly reports with regards to SAFE?

A It's a summary of all the assets, all the investments, all of the loans that we have outstanding on the books, our delinquency.

Q Anything else? Does it show sales?

A It would show them, yeah. If there was a sale, it would -- would be on there, yeah.

Q Okay.

MR. ROGERS: And, Your Honor, again, because I'm unprepared, I'm probably missing a few questions I would like to ask, but I do want to state for the record that producing a note today certainly does not prove ownership at the time of the filing. At the time the foreclosure action was initiated. I think producing a note today is a bit untimely here in the final hour.

THE COURT: All right. So I'm going to -- I'm going to -- I'm going to allow you to -- to -- to testify and -- you're in two positions today. You're wearing the hat of asking the questions because you're representing yourself, and you're also -- will take that

hat off and put the witness hat on. So -- but, right now, you're wearing the -- the lawyer hat or questioning hat, so -- but I am going to give you an opportunity to -- to tell me just what you said, but just ask -- after you've completed the questions of this witness.

MR. ROGERS: Got you, sir.

THE COURT: Okay.

MR. ROGERS: Appreciate the protocol. That's all I have right now.

THE COURT: Okay. The Court has some questions.

EXAMINATION

BY THE COURT:

Q And I'll go backwards. Some -- some simple ones. But, Mr. Heinemann, what you -- you referred to it, and maybe it was Mr. Brannon referred to the account holder note maker as a member.

A Uh-huh.

Q So is that -- is that just SAFE's way of saying people who have accounts with us, they're members of the credit union?

A That is correct.

Q Is -- is there any --

A You have to have a $5 share in order to be a member of the credit union to take advantage of the discounts and services that we offer.
Q Okay. So someone getting a -- a -- a construction loan mortgage or a mortgage loan would automatically be a member, or they -- or if -- if -- if they had no account, you could not apply for a mortgage loan if you weren't a member.
A Yeah. You --
Q And by doing so, you agree to be a member?
A Yeah. Correct. You -- you --
Q Okay.
A You could apply, but in order to close and fund that mortgage, you need to be a member.
Q Okay. All right. And then so is this loan -- particular loan insured by the VA, FHA, or privately? Is -- is this loan insured?
A It -- it's not insured, but, again, the credit union is insured by the NCUA, but the loan specifically is not.
Q Okay. And I think you said you were not at any of the closings or at the signing of the documents. And I missed that total when Mr. Brannon added it up, but those different checks added -- added up to 37,346.50?

A That is correct.
Q And that was the construction cost?
A That is correct, yeah.
Q Okay. Anything else about the account? You -- you said as far as you know, the CO was entered, that's what pushed it to -- from construction loan to permanent financing. I didn't -- was the interest -- the construction interest figured into that initial note or the conversion over?
A The --
Q How does that -- how does --
A The interest is normally paid as the loan is outstanding --
Q I -- I see.
A -- so there's monthly installments just based on the balance that they draw.
Q The more -- the more you draw, the more you pay?
A That's right.
Q And you're just supposed to be -- you carry the loan by paying the finance charges/the interest? And then at the end of the construction, the member would've paid all the interest, and then it would just be a -- a -- a permanent at whatever the rate is for the principal advanced.
A That -- that is correct.

Q Okay. I get it. And then that was 3.75?
A Correct.
Q You got any more of those laying around, 3.75?
A I do not. I wish we did.
Q Okay.
THE COURT: All right. Mr. Brannon, any -- that's all I have. Any questions in follow-up based on the couple of questions by the Court?
MR. BRANNON: No, sir, Your honor.
THE COURT: All right. Mr. Rogers, any follow-up questions based on the three or -- three to five questions by the Court?
MR. ROGERS: No, Your Honor.
THE COURT: Okay. All right, Mr. Heinemann, you can step down.
WITNESS HEINEMANN: Yeah. Thank you.
THE COURT: Mr. Brannon?
MR. BRANNON: Thank you, Your Honor. We call SAFE's second and final witness, Anne Self.
THE COURT: Okay. Ms. Self, if you'll come around.
(The witness is sworn.)
THE COURT: You are sworn. Answer the questions posed to you by Mr. Brannon.
DIRECT EXAMINATION OF ANNE SELF
BY MR. BRANNON:

Q Ms. Self, can you state your full name for the record, please?
A Anne Self.
Q And who is your employer?
A SAFE Federal Credit Union.
Q What is your title for SAFE?
A I'm assistant vice president of member solutions.
Q Okay. And what do you do in that role?
A I oversee the collections department, bankruptcy judgments, loss mitigation.
Q In that role, have you reviewed SAFE's business records that relates to Mr. Rogers' mortgage account?
A Yes, sir.
Q Okay. And are you familiar with the account?
A I'm fairly familiar, yes.
Q When was the last time -- what -- on what date was the last time that SAFE received a payment from Mr. Rogers on this account?
A July 17th, 2023.
Q Okay. For what month is this mortgage loan past due?
A It was due for August 1st, 2023.
Q Okay. What is the payoff as of today?
A One second. The payoff as of today is 408,737.52.

Q And can you break that down for me in terms of principal, interest, late fees, etc.?
A Yes. Principal balance is 354,756.90. Interest type 300 -- interest rate 3.75. Interest due 37,395.27, and the escrow is negative 13,725.27.
Q All right. Yeah. I think there's late fees in there, too. If . . .
A Yes. Hold on. Late charge is 2,860.08
Q And the negative escrow. One more time, Ms. Self. I'm sorry.
A 13,725.27.
Q Okay. All right. So, Ms. Self, you heard Mr. Heinemann testify that the loan went to permanent around February of 2023, and the first payment was to be due on April 1st, 2023. So what happened after the loan went to permanent?
A There was a few payments that were made and then they stopped.
Q Okay. So, Ms. Self, I've handed you a document that will mark as Counterclaim Plaintiff's Exhibit 9. Do you recognize this document?
A Yes.
Q And what is it?
A This is the final notice proceeding foreclosure. It's the last notice we send before we proceed with

foreclosure.
Q Okay. Are you informed that it was mailed to Mr. Rogers?
A Yes.
Q And what does this letter tell Mr. Rogers?
A It's telling him that as of this date, the principal balance of the loan is 354,756.90, with an outstanding balance of the past due balance, 4,628.85. And it says that the sum 8,427.92 is now due with any interest, any further cost, and it gives him a certain time. He has to pay it by 11/5/23.
Q Okay. So that gives --
A If you're going into foreclosure.
Q So it gives him 30 days to cure the --
A Yes.
Q -- past due payments?
A Yes, sir.
Q Okay. After this letter was sent, did SAFE receive any payments?
A After, no. No, sir.
Q Okay. And did SAFE proceed with accelerating the debt?
A Yes, sir.
Q Now, Ms. Self, are you familiar with the fact that

Mr. Rogers initially sued SAFE?
A Yes.
Q And did SAFE instruct my office to counterclaim with a foreclosure action based on nonpayment?
A That is correct.
Q Okay. I want to talk about the escrow account a bit.
A Okay.
Q And if -- if I'm -- heard you correctly, that it -- it currently is negative $13,725.27; is that correct?
A Yes, sir.
Q Okay. Have you looked at the -- so, first of all, has -- has SAFE been paying the Sumter County property taxes?
A Yes, sir. We've paid the last two years, 12/1/24; we paid 6,182.43 at a 6 percent interest rate. And then on 12/20 -- 12/15/25, we paid 6,124.19, also at that 6 percent rate. And there is another -- taxes will be due in December again.
Q Okay. And you said "6 percent," is -- I don't think that's an interest rate, right?
A Well, that's the rate that they usually pay. So sometimes it's 4 percent/sometimes it's 6 percent.
Q Do you know why Mr. Rogers' house is being taxed at

6 percent instead of 4 percent?
A The only reason that I would know of that it could be -- would be it's either a second residence. First residence is usually at 4 percent. It could be a second, or he didn't file his homestead exemption. I'm not sure.
Q Okay. So SAFE's been paying the 6 percent?
A Yes, sir.
Q SAFE's also paying PMI?
A Yes.
Q Can you explain to the Court what "PMI" is?
A It -- PMI is private mortgage insurance, so if your loan-to-value is over 80 percent, then you have to carry the PMI insurance. So we've been paying that out of the escrow, as well, every month.
Q And haven't been receiving any payments from Mr. Rogers just to help collect on those?
A No, sir. That's why it's negative over $13,000.
Q Okay. From your review of the records, Ms. Self, did Mr. Rogers pay the interest-only payments during the construction phase?
A I believe so.
Q Okay. So it was only in the permanent phase that the payment stopped?
A Yes.

Q After SAFE sent the -- what I'll call a "right-to-cure letter," the October --
A Uh-huh.
Q -- 6th letter that we've referenced?
A Yes.
Q Did SAFE start receiving letters from Mr. Rogers?
A We did. We started receiving letters that were just pretty much statements or claims that we were -- you know, deceptive practices, stuff like that.
Q Okay. Did he claim that he wanted to rescind the loan?
A Yes.

MR. BRANNON: Your Honor, we respectfully request that the October 6th letter be admitted as -- as Counterclaim Plaintiff's Exhibit 9.

THE COURT: Mr. Rogers?

MR. ROGERS: I concur.

THE COURT: Okay. So Exhibit 9 is admitted into evidence.

Counterclaim Plaintiff's Exhibit Number 9 was admitted into evidence.

Q So, Ms. Self, again, this loan is past due -- what month is it? August of 2023?
A Yes, sir.

Q One more document I'll hand you.
A The current delinquent amount is 69,530.34 as of today.
Q And that's without attorney's fees?
A Yes.
THE COURT: (To the witness) Say that amount again.
A $69,530.34. And that's not including the negative escrow.
Q All right. Ms. Self, so one -- one document for you. One more. I've handed you what we'll mark as Counterclaim Plaintiff's Exhibit 10. Do you recognize this document?
A Yes, sir. It's the membership agreement.
Q Okay. And what does the membership agreement do, just in general?
A It just notifies our members of their rights and responsibilities to be a member of the credit union.
Q Okay. And is this provided to -- to individuals when they become a member?
A Yes.
Q And is it revised from time to time?
A Not normally. If it is revised, we always, you know, send out a copy of that revision.

Q So despite the size of this document, Ms. Self. I'm only going to ask you to talk about two sections. And the first is at the bottom of -- at the bottom of the page, you'll see a "Page 4." And then there's a number, "Paragraph 1." Can you read through the sentence that -- well, would you mind reading the first part of that paragraph? And I think in my view, you can stop it where it says, "You agree at all times you'll comply with applicable laws."
A All right. "So the following terms govern our relationship with you. This membership agreement governs all services, whether open now or in the future. This membership agreement may be amended or revised at us at any time. And any change in this membership agreement shall be immediately effective unless otherwise specifically required by applicable law. The membership -- this membership agreement is binding upon the account owners and all parties hereto together with his, her, or their heirs, successors, assigns, and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with all applicable laws."
Q All right, Ms. Self. And jumping to Page 27,

Paragraph 42.
A Would you like me to read that?
Q I would. And -- and . . .
A "Cost expenses and attorney fees. All accounts and services. All owners of accounts or services with us agree jointly and severally to pay us for all costs and expenses, including attorney's fees we may incur. One, if it is necessary for us to bring any legal or other action and collect any sum you owe to the Credit Union.
"Two, if we incur any cost or expense as a result of any order or instruction received from any owner or owner's other agent under this membership agreement, any adverse claim, legal process, your failure to comply with any obligation in this membership agreement or otherwise.
"Three, if we incur any expense as a result of any dispute, adverse or inconsistent claims.
"Four, if we bring any action contemplated in this membership agreement.
"Five, if we successfully defend any claim against the credit union brought by any owner, agent, personal representative, executor, heir, or other party. An interest brought via any formal or informal process, including but not limited to

arbitration or mediation involving your accounts or services with us.

"Or, six, if we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bonafides or legality of any transactions, to/from your accounts or involving any services with us or any requests for information or documentation regarding any of your accounts and/or its services with us.

"If you're responsible -- if you're responsible to pay us any cost of collection or legal expenses incurred in collecting any amount you owe and enforcing or protecting our rights under this membership agreement or otherwise, or as provided in this subsection, including, but not limited to, cost of repossession, repair, appraisal, and all other costs or expenses. You agree to pay us the actual amount of such cost and expenses together with reasonable attorney's fees.

"In the case of any collection action, you agree that 20 percent of the unpaid balance or such greater sum as may be appropriate based on the circumstances shall be reasonable amount unless applicable law specifically provides otherwise. Further, you . . ."

Q Ms. -- Ms. Self, I'll -- I'll help you out there. That --
A Okay.
Q -- you're probably out of breath. I think that covers the ground relevant to this particular matter. So, Ms. Self, has the credit union incurred attorney's fees over the last two plus years in this matter?
A Yes, sir.
Q Okay.
MR. BRANNON: Your Honor, beg the Court's indulgence.
THE COURT: Yes, sir.
Q Ms. Self, do you have in front of you the -- the amounts that Mr. Rogers has paid?
A I do. Can't see on the bottom.
Q If you don't have them added up, it's fine.
A I don't have them. I'm looking, but --
Q But I just want to make clear. So Mr. Rogers paid all the interest-only payments during the construction phase --
A Uh-huh.
Q -- right?
A Yes.
Q Okay. And he made payments between April and July

of '23?
A Yes. He made three payments.
MR. BRANNON: Okay. Your Honor, the -- the only piece of evidence I have left is my affidavit as to attorney's fees, but I have no further questions for Ms. Self.
THE COURT: Are you -- were you admitting this --
MR. BRANNON: Yes, sir.
THE COURT: -- or just you -- just the portions of it, she -- she went over and placed on the record?
MR. BRANNON: Your Honor, I'll ask that it be admitted as Plaintiff's -- Counterclaim Plaintiff's Exhibit 11.
THE COURT: Okay. Mr. Rogers, the SAFE member agreement, generic, do you have any objection to that coming in?
MR. ROGERS: No, Your Honor.
THE COURT: Okay. That'll be Counterclaim Exhibit 11. And ten was the -- oh, all right. So I've got nine was the letter. Do we have a ten? Or is ten the affidavit of . . .
MR. BRANNON: Let's see here. I have not introduced my affidavit yet, Your Honor. I

was going to do that after Mr. Rogers cross-examines Ms. Self.

THE COURT: So eight was the construction conversion mortgage. Nine was the notice, so I think the member agreement is actually ten, not eleven.

MR. BRANNON: I'm sorry.

THE COURT: Okay.

MR. BRANNON: Thank you.

THE COURT: So that'll be in as Number 10. All right.

Counterclaim Plaintiff's Exhibit Number 10 was admitted into evidence.

MR. BRANNON: Ms. Self, please answer any questions from Mr. Rogers.

THE COURT: All right. Mr. Rogers, cross-examination?

MR. ROGERS: All right. Thank you. Okay.

CROSS-EXAMINATION OF ANNE SELF

BY MR. ROGERS:

Q Just for the record, Ms. Self, am I required to sign a copy of this for SAFE to acknowledge its contents?

A For the membership agreement?

Q Yes.

A I am unsure. I'm not on that side of the --
Q Okay.
A -- credit union.
MR. ROGERS: It's my contention, Your Honor, there is not a signed copy of these terms in -- on the record or that I -- that I did sign to.
THE COURT: Okay.
MR. ROGERS: Just as a matter of record.
THE COURT: Okay.
Q Okay. SAFE is the servicer of this mortgage, correct?
A Yes.
Q Okay. We've gone to great length talking about escrows and tax accounts --
A Uh-huh.
Q -- and how they are deficient and default. There's a lot of money out there.
A Yes.
Q My understanding is --
MR. ROGERS: And, again, I'm kind of working on the fly, Your Honor.
Q -- is the servicer still not obligated to pay the taxes and maintain the escrow account even when the mortgage is in default?

A Yes. We have been for -- so it doesn't get sold at tax sale.
Q Okay. All right.
MR. ROGERS: Your Honor, I will bring this as evidence. Again, if I'd known this was evidentiary.
Q But two weeks after the hearing in November, I received a tax notice from the Sumter County auditor's office in the amount of $6,100 for property tax.
THE COURT: Do you want to -- you want to testify about that when you testify, or you want to ask . . .
MR. ROGERS: I'm asking.
Q Do you know why I received that tax bill --
A Yes, sir.
Q -- if SAFE is the servicer and responsible for paying the taxes?
A Yes, sir. Because you're normally responsible for paying those taxes. Even with the escrow, you also get a copy of that bill just to let you know it's due and what's due. So you'll get a copy of that bill, just like I have my taxes escrowed, and I get a copy of that.
Q Okay. I didn't receive a copy.

A Or not a copy --
Q I received an actual bill.
A The bill. Yes. You'll receive that bill, but it also gets paid, so you didn't receive a late notice. You'll receive a copy of that bill just like we do, and then we pay that bill.
Q That is the only bill from them I've ever received on property taxes.
A Okay.
Q So, again, it kind of blindsided me, especially with the timing of the hearing. I'm not suggesting anything, but I wouldn't -- I -- I've never received a property tax bill on my property of having a mortgage on a servicer.
A And what was the date of that one?
Q That's just kind of new. I've never seen that.
A What was the date of that? Was --
Q That would've been November of last year.
A November of 2025?
Q Twenty-first.
A Okay. Yeah. Because we paid the taxes 12/15/ --
Q Okay.
A -- 25.
Q They're still coming at me, so I don't know what the disconnect for that might be, but I thought you

may know.

MR. ROGERS: I would've brought copies for evidence, Your Honor, again. I do have something I'd like to present. Maybe we can make copies of it. It's -- it was an exhibit in the -- in the file further back -- way back when we got started. So it has a copy of that in here, but I need to bring it up today.

THE COURT: You want to show it to -- you want to -- you want the witness to -- you want to examine the witness about the document? So if you'll show it to Mr. Brannon.

MR. ROGERS: (To Mr. Brannon) I want this in to show as a good-faith payment offer back about the time that all this -- you okay with that?

MR. BRANNON: Yes.

MR. ROGERS: Okay.

Q Way back, when I was trying to figure out what to do, that is a letter I sent to SAFE Federal Credit Union in October of 2025, offering a good-faith payment of what was the balance at that time, nearly $8,500.

A Uh-huh.

Q Are you aware if SAFE ever honored that and -- and

took that money?
A No. We did not. Because in this letter, I believe, it states that by us accepting that money that we're saying that you don't owe anything else after that.
Q Can you show me what in that letter states that? In case I wrote it wrong and -- and may, obviously, been interpretation of the reader. It was not sent as --
A Right here, it says, "Agreement upon acceptance of this conditional tender of payment, you agree to discharge the amount tendered, but agree this amount may be subjected to a claim and recoupment as a result of my initial exercise of my right to rescission. In regards to this . . ."
Q Okay. That's fine. What -- what that -- it doesn't say that this is a payment for the entire mortgage?
A Uh-huh. It -- the way it looked was if we accepted that, then you didn't owe anything else.
Q Okay. Did -- did SAFE reply to this and perhaps ask that question?
A They didn't reply to that, because, normally, there was so much in that letter that it was just statements. It wasn't an actual -- like a written

request that we normally get that we need to reply to.
Q So there was no reply?
A No.
Q Okay. Thank you. All right. Has SAFE received the PMI payout yet for the default mortgage?
A A PMI payout?
Q Private mortgage insurance. Have they made a claim against the default mortgage?
A No. Not that I know of.
Q Okay. I appreciate all that.
MR. ROGERS: I've got no further questions, Your Honor.
THE COURT: All right. The Court has a couple of questions.
THE WITNESS: Sure.

EXAMINATION OF ANNE SELF

BY THE COURT:
Q Ms. Self, what -- what is your experience on -- on PMI claims owed? It's not VA insurers, not FHA, but there is private mortgage insurance. Have you dealt with any mortgage insurance claims previously when a loan is in default?
A No, sir.
Q Okay. But this one is not -- your file doesn't reflect that any claim has been made?

A No.
Q It's serviced by SAFE?
A Yes.
Q It's owed to SAFE?
A Yes.
Q And it's not been assigned, transferred, and no mortgage insurance claim?
A No.
Q All right. The figure -- so the 69,530.34 figure --
A Uh-huh.
Q Was that -- is that like a reinstatement figure?
A No. That's just the -- like how many days he's delinquent. That's what he owes. That's his balance --
Q I got you.
A -- that he owes, not -- not including the escrow.
Q Okay. And the 408,736.52, the debt was accelerated, but that 408 figure -- 408,000 figure has reduced any earned interest. He's not been charged interest out till 5053?
A No.
Q Okay.
A Just current.
Q And is the default interest rate still the 3.75?

A Yes.
Q All right.
A And that 408,737.52, that does include the negative escrow.
Q Okay. Is it 738 or 736?
A 737.52.
Q 737.52. All right. And you mentioned in your testimony about a "rescission." Obviously, there was no three-day period, and this was not a refinance loan. This was an original construction build line. Does SAFE have a policy or procedure on, I guess, voluntary surrender or rescission? I guess get to the end and -- and the build is complete and both parties agree to go their separate ways. Is -- is there a procedure by SAFE for rescission of a loan surrender of the property --
A There is not.
Q -- other than foreclosure?
A No. I'm assuming that would be just a case-by-case. Maybe a deed in lieu, but this was two years after the loan was complete.
Q Okay. If the Court granted foreclosure and sale of the property, then -- and I saw a deficiency was demanded, so then whatever the property brought

would be applied to the loan and only the balance would be sought --
A Yes, sir.
Q -- from -- from Mr. Rogers?
A Yes.
Q And then if -- if it was sold for greater than the claim of SAFE, and that creates surplus funds?
A Uh-huh.
Q Okay.
A Yes, sir.
Q That's your understanding?
A Yes.
THE COURT: All right. Mr. Brannon, any -- I don't have any other. Any questions in follow-up to the questions by the Court?
MR. BRANNON: No, sir.
THE COURT: All right. Mr. Rogers, any follow-up questions to Ms. Self based on the questions by the Court?
MR. ROGERS: No.
THE COURT: All right. All right, Ms. Self, you are free to step down.
THE COURT: All right. Mr. Brannon?
MR. BRANNON: Your Honor, last -- last exhibit. Last piece of evidence is my

affidavit of attorney's fees. And I will hand you the original of that --

THE COURT: Okay.

MR. BRANNON: -- that I signed before a notary yesterday.

THE COURT: Okay.

MR. BRANNON: So, Your Honor, we started working on this case in February of 2024. We've, as you can tell, been involved in every filing on the state court public index. We also worked on getting the 13 claims that Mr. Rogers filed in federal court dismissed. And then on -- on appeal, the briefs related to that, and his efforts to stay this action while the federal court matter was still pending.

Over the last, I guess, about 26 months, we worked 197 hours on the matter. And between me and my associate, Carl Petkoff, and paralegals have about 225-time entries. My hourly rate -- we've been practicing for 13 years. Your Honor, my hourly rate for the credit union is 350. My associate, Mr. Petkoff, who's a -- he started in 2020, so 2024 and '25, he was a four and five-year associate. His rate's 270. And then our paralegal rates are 185 to 170 to -- essentially between 155 and 185. Jeanette Carter was at 185. She retired in 2024. She'd been a practice paralegal for 29 years. And Ms. Begley and Ms. Bryce, a much shorter period, and their rates were lower.

Your Honor, through two days ago, April 19th, we have -- so we billed the credit union over 52,000. I had about $1500 and not-yet-billed time. We've provided some discounts. And if you take the amount, which was 53,684, and divide that by the number of hours, 197, that we worked, you would get just a -- a mathematical hourly rate of 272 an hour. The total debt, as Ms. Self testified, is $408,000, which is a -- you know, not a small sum of money. And we -- we anticipate between the time spent today, the time preparing documents that -- that may be forthcoming, depending on Your Honor's ruling, that about another $4500 is going to be billed to the credit union.

So, Your Honor, you heard through the note all the construction documents, the mortgage, the membership agreement, that affirmative claims by SAFE and defense of claims that is successful. And I will note that in federal court, the Court dismissed Mr. Rogers' claims. That all those amounts are recoverable, and at least that's our position under the -- under the loan.

So, you know, the Glasscock factors are at the end of the affidavit, where it's the nature, extent, and difficulty of the case, the time necessarily devoted, the professional standing of counsel, contingency of compensation, which isn't a factor here. It's not a contingency case. Beneficial results obtained in customary legal services for similar services.

Mr. Rogers' been a very active litigant as he has the right to be. But we certainly have -- have spent a lot of time litigating this matter, and we'd respectfully request that the Court order fees and the amount requested be included as part of the debt. I'm happy to answer any questions. And nothing further.

THE COURT: Just -- just one from me. So it's

59,965.67 and that includes everything. So there was no order out of the federal court other than none of these have been addressed in any other action?

MR. BRANNON: No, sir.

THE COURT: Okay.

MR. BRANNON: Didn't ask federal court to order any. Just asked for dismissal.

THE COURT: All right. Mr. Rogers, any position as to the affidavit submitted as to attorney's fees and costs incurred?

MR. ROGERS: I'm in the wrong line of work, sir. No. No.

THE COURT: Okay.

MR. ROGERS: Not at all. Sorry.

THE COURT: So without objection, that will be just the Court's exhibit for the affidavit of attorney's fees.

Court's Exhibit Number 11 was admitted into evidence.

THE COURT: All right. Mr. Brannon, you going to call any other witnesses?

MR. BRANNON: No, sir. Your Honor.

THE COURT: Okay.

MR. BRANNON: Plaintiff rests its case. Just as a matter of -- for the sake of completeness, I always ask for a directed verdict at this point in the trial. So I'll respectfully submit that motion to the Court.

THE COURT: Okay. So I'm going to deny that motion at this time. And we're going to take a little recess, and then we will hear the case of Mr. Rogers, all right.

So let's see. It is -- I don't know if that's clock -- clock's right or not. It's 12:30, so I think we started a little before ten, so -- gosh, have we been at it two and a half hours?

MR. BRANNON: I think it's before eleven.

THE COURT: Oh, eleven. okay. One and a half hours. All right.

MR. BRANNON: Yes, sir.

THE COURT: So let's take 15 or 20 minutes to try to get the blood circulating through the legs again. Let's take 20 minutes. That way I'm clear on it. So we'll be back here at -- will that be about ten of -- ten of one? And we will hear from Mr. Rogers and go forward.

MR. BRANNON: Thank you, Your Honor.

THE COURT: All right. Everybody clear? All right. You all have a good break.

(Off the record from 12:33 p.m.
until 12:54 p.m.)

THE COURT: All right. Mr. Rogers, you want to call yourself as a witness, or --

MR. ROGERS: Do you need me to go over there, or can I speak from here?

THE COURT: I got to swear you in, so --

MR. ROGERS: Okay.

MR. BRANNON: Your -- your Honor, can I ask one --

THE COURT: Yes, sir.

MR. BRANNON: -- one procedural matter. Is it okay if Mr. Heinemann is excused from court? And I ask that to Your Honor and to Mr. Rogers.

THE COURT: Mr. Rogers, do you intend to call Mr. Heinemann in your case, or can he be excused?

MR. ROGERS: I do not.

THE COURT: Okay. Mr. Heinemann, you're excused.

MR. HEINEMANN: Thank you. Thank you.

MR. BRANNON: Thank you, Your Honor.

THE COURT: Okay. So I don't mind you -- well, a couple of things. I don't mind you testifying from over there, after you come in and be sworn, but I got to make sure the court reporter can --

MR. ROGERS: -- hear me.

THE COURT: You know, you won't be sitting next to her.

So I got to make sure that she can understand everything and make a -- make a contemporaneous record if you testify from -- from over there. So let me --

Ma'am, is it -- are you able to are you able to -- to hear him from over there?

THE COURT REPORTER: As long as he speaks with good volume.

THE COURT: Okay.

THE COURT REPORTER: Should be perfectly fine.

THE COURT: All right.

THE COURT: So, Mr. Rogers, I'm going to allow you to testify from over there, but you need to come around here to be sworn.

(The witness is sworn.)

THE COURT: Okay. You are sworn. So you can take your position over there. Please speak into the microphone, and if you get a signal from either me or the court reporter, you need to either speak up or we need to take a pause so we can make a record. All right.

MR. ROGERS: Am I speaking into this one for you or this one or both?

THE COURT: Both.

MR. ROGERS: Just so I'm clear. Okay. All I'm -- my understanding is all I'm really doing is making some statements I'd like to put onto the record, right? Am I subject to cross-examination by --

THE COURT: You are.

MR. ROGERS: -- counsel? Okay.

THE COURT: So -- so at this juncture, you are offering testimony as to the facts of the case, recollection, any documents that you have, unless they're already in evidence. And so that would be, not argument, just simply who, what, where, when, and why. Things you observed and participated in. And then when you complete that, then Mr. Brannon has the opportunity to cross-examine you under oath about the -- the evidence and testimony you've given. Then it will still go back to your case, and you can call other witnesses, and we'll -- we'll talk about the affidavit of Mr. Esquivel. But, at this point, mainly what I think you are doing is respond -- is telling your own version. You know, what -- what -- the -- you know, what happened with SAFE. How -- how we are where we are. And then maybe specifically as to the testimony we've heard today. And what just comes to mind is that a couple of times in your cross-examination of Mr. Heinemann, you actually made

kind of a statement. So this would be the
opportunity to do that. And I think once in your
cross-examination of -- of Ms. Self, you actually
kind of made a statement. So this is your
opportunity. It has to be firsthand knowledge.
So, right now, we don't need to talk about the
details of the Esquivel affidavit. Just your
experience in this, and, you know, why you say it
is a concern, a problem. And then your responses
to the testimony of -- of Heinemann and -- of Self.
Is that clear enough?
MR. ROGERS: I believe so.
THE COURT: All right.
MR. ROGERS: All right. I do have to restate again,
Your Honor, my notice does not say evidentiary.
THE COURT: Okay.
MR. ROGERS: So I am woefully unprepared to present a
case on my behalf, and I do feel like that's -- I'm
getting kind of short-changed to that regard. Does
anyone else's notice say evidentiary, or did I get
a different kind of copy?
THE COURT: It's just a notice of hearing. It's
evidentiary hearing. I can't answer that for you
other than, you know, if you're asking that it be
continued and reset. You know, right now you're

just giving testimony, so you --

MR. ROGERS: Okay. I understand that, Your Honor. That -- that's --

THE COURT: Okay.

MR. ROGERS: -- a keyword, though, that was not included in my notice. So I don't have the opportunity to call witnesses. I don't have the opportunity to produce documents on my behalf. I'm going --

THE COURT: And we're --

MR. ROGERS: --to do the --

THE COURT: And we're --

MR. ROGERS: -- best I can.

THE COURT: And we're going to talk about that. But, right now, I just want to, you know, get your testimony as to the substance of the case. Is there anything preventing you from kind of telling the court what happened?

MR. ROGERS: I'll do the best I can, Your Honor.

THE COURT: Okay. That's all we can ask.

MR. ROGERS: But, obviously, there are going to be gaps in there, because there's a -- a witness I would like to bring in to talk specifically to the affidavit, which is key to this case, and I'm not going to be able to do that. But I --

THE COURT: You don't know that yet. We haven't gotten

that far. We're just asking for --
MR. ROGERS: I understand.
THE COURT: Okay.
MR. ROGERS: I got it. And I -- I appreciate you. Like I said, keeping me in -- in between the bumpers here. And these are my observations/my comments about where we are and -- and where I thought we would be.
THE COURT: Well, let's do those at the end. For now, kind of just tell me what -- what -- what happened? I mean, I know there was a -- I know there was a house built. I know there was a -- a -- a -- a --
MR. ROGERS: Okay. I think I see where you're going.
THE COURT: Yeah. Just -- just the facts. Not -- not any of the -- just your personal facts. You're here, so you're not a witness who was -- who is, you know, saying, "Oh, I didn't know. I'm not available." Just trying to find out what -- what you saw as a fact witness that occurred during this period of loan origination, discussion, documents, and leading up to the -- the disagreement between -- between you and SAFE. And then we'll talk about all the other stuff later. About the Esquivel affidavit, the -- the -- the procedural motions, the history. But, for right now, it's -- it's just

fact-finding. You know, what -- what -- what took place, and -- and how -- and how your perception of it, what you experienced, is different from what the two witnesses that testified this morning. It's not, you know, it's not -- it's not a trick question in any way, it's just trying to obtain a record of -- of what occurred and transpired. Is that fair enough?

MR. ROGERS: I believe so.

THE COURT: Okay.

MR. ROGERS: Again, I will do my best.

THE COURT: And if you need to -- if you need to -- these -- these are now in evidence. If you need to -- to make it chronological, if you need to look at these, and do it in that order, that's fine, too. It's -- you know, it's not a test of -- of -- a litmus test of some sort. It's just-- it's your chance to kind of tell me what happened. I mean, there's a lot of filings about what did and didn't happen. And I'll just tell you, you know, that when I went through it, there was all mention of -- of Fair Debt Collections Practices Act, Truth and Lending Act, lack of good faith, constitutions, the -- all that legal stuff. But, right now, I just want to know the facts of what happened. How --

how we got here. Was there an agreement made with SAFE to advance loan funds at 3.75 percent to construct -- to construct the house? So, like I said, you can use these to refresh your recollection, or if that gives you kind of the chronology. But, basically, between -- it looks like it started in April of 2021. You know, how you came to go over to SAFE. Looks like on there, it said you lived at Adger Lane. I guess that was before Doe Court. So that's what I'm looking for now, is, you know, what happened.

MR. ROGERS: Okay. Like I said, I'll do my best, Your Honor. I would have preferred to have had a prepared statement for you, but I will do my best.

DIRECT TESTIMONY BY CHRISTOPHER ROGERS

Q I did plan on building a house here in Sumter. I'm a retired disabled U.S. Air Force veteran from Shaw Air Force Base. This is my home. SAFE is located right there on the base, established in 1955, by 15 civilian employees, and that seemed like the right place to go. I felt good about it.

I approached a builder and established a relationship with a builder to get a construction loan from SAFE Federal Credit Union in or around early 2021. I believe our closing was in April of

2121. Construction took a while, but we did manage to close. He did issue a Certificate of Occupancy. And shortly thereafter the payments began. The statement that Ms. Self made about me paying interest payments up to that point was because the construction took so long. These were -- I believe that the loan was ballooning, at the time. I think that's the term. And so I had to carry the burden from the interest payments until it could be converted -- I'm being careful of my nomenclature here -- into an actual mortgage loan. And then I started receiving mortgage statements after that.

Just in my own self-study, I began to understand that there was more to this thing that's called "the note" than was presented. And that sent me down the road to determine exactly what it was/what it was not.

And from there, you just start pulling on that thread, and you begin to -- you begin to see some things that were not disclosed to you. So I began asking questions. And as I began asking questions, through certified mail to SAFE, I was not getting the answers. Much of it was, for lack of a better word, again, "rhetoric" about, "Yes. This is your account. Yes. These are the documents you signed.

Yes. This is -- this is the amount due."

But I would ask more specific questions, such as, "What is the nature of the funding? Where -- where is the generally accepted accounting principle, which shows me exactly the line items on the private-side ledger where the money came from?" I just want to know. I think I have a right to know. And I think that's where -- that's where the struggle began.

THE COURT: All right. Slow down just -- just -- just a little bit. You're kind of picking up speed, and I'm trying to take notes. I know we have a court reporter, but --

MR. ROGERS: All right.

THE COURT: Okay. "The struggle began."

DIRECT TESTIMONY BY CHRISTOPHER ROGERS CONTINUES.

Q My understanding is that financial institutions, including SAFE, are in the business of buying and selling securities. And then when I learned that the note is this thing called "a negotiable instrument," and actually has financial value, I had to start digging a little further. And the conclusion I came to, just based on my interaction with the institution at the time, and my study of the UCC, is that the financial institution takes this negotiable instrument and does some things with it that I was completely unaware of. And that sent me down the study into the United States Code, mortgage securitization, mortgage-backed security packages, what institutions like Fannie Mae do, and because I couldn't get satisfactory answers from my credit union, I initiated the first legal action where your record starts back in 2024.

My recollection of the record is that Kyle and his team came in right at the point where the original claim was at the default limit. So I did file for default. That was stayed. Shortly after that threshold, Kyle made a good case. He -- his team came in very, very late, and he needed time to prepare. So we went down that road for a little bit. And presented the case to Judge McFadden.

While it was in Judge McFadden's care --

MR. ROGERS: And, again, Kyle, you are free to interrupt me if I'm not getting the chronology correct.

Q -- the -- I felt the need that the case did not belong in the state court; it actually belonged in the federal court, since there were some federal issues involved. And, again, I'm in the learning process. So while that may not have been a clean transfer, I felt it was the right transfer, and so I initiated action at the federal level.

We went back and forth on that for about a year. And it became clear that, you know, my paperwork is not good enough. My arguments aren't good enough. My evidence isn't good enough. They were going to dismiss it at that level, and it was going to return down here to the state level to pursue the foreclosure action. That brings us right about into the hearing in November.

So, in November, shortly after the hearing, when it was clear SAFE wanted to continue with foreclosure action, that's when I filed the 15 December motion to dismiss and challenge standing. That motion went unanswered till the end of the month. That motion included the affidavit, which I assume we'll talk about a little bit later, to the best as I can. I submitted the notice you see there for failure to rebut the affidavit. And that being the second instance where opposing counsel has seen that affidavit. Thirty days after that, still no response. The record's basically silent. I filed a motion for summary judgment, thinking that perhaps he's abandoned the case. The standing issue may be -- you know, it is a threshold issue, and without it, they can't continue. And then the notice came right at about the 90-day point, when I know you want to get things off your docket. And, again, my notice said, "Show up on 22 April at eleven o'clock." And that's kind of how we got to where we are today.

EXAMINATION OF CHRISTOPHER ROGERS

BY THE COURT:

Q You want to tell me anything about any of these -- any of these documents?
A Those appear to be the same documents that I did sign at closing in April 2021. I recognize all of them.
Q So you're not -- you're not disputing that? That there was a -- there was a closing?
A There was a closing, and I even remember the individual I did the closing with. That was all very, very clear.
Q Is that Mr. Croft or Ms. Hall or . . . I think those were the witnesses on the mortgage. You went to a law office?
A Yes.
Q Okay.
A Mr. Croft is my attorney.
Q Okay. You -- you ask a question of Mr. Heinemann

about Meric? Do you recall that?
A About what, sir?
Q I think it was Meric, M-e-r-i-c?
A I don't recall that question.
Q Okay. Had you -- had you met Mr. Heinemann before today?
A I have, yes.
Q Okay. So he's not a --
A He was helping me with my construction.
Q He's not a stranger to the transaction?
A He was not a part of this transaction, no, sir.
Q Okay. What triggered you to send the letter to SAFE asking for a rescission? What -- at what point -- at what point did you --
A I --
Q -- decide you wanted to -- you -- there was no longer a meeting of the minds in an agreement?
A There was not a meeting of the minds at that point. I was not getting satisfactory responses from SAFE regarding my questions about the origination of the loan, about the documents that were signed and, at that point, I felt the contract, it did not meet the essential elements of that contract and I invoked my right to rescind.
Q And your intent was to -- to void the transaction,

rescind, and then transfer the property to SAFE?
A My intent, at that point, to rescind the contract, is to at least have a discussion to get my questions answered, and then find out what to do from there. An opportunity to cure.
Q Had you moved from Adger into Doe?
A Yes.
Q So you -- you weren't intending to surrender the Doe property to SAFE if the whole transaction was set aside?
A No.
Q You're going to keep the property, and what would -- and assume that, I guess, what would -- what would SAFE's remedy be if they extended funds? Or is it your argument they didn't extend funds?
A I guess I'm missing your question. The -- the -- the Doe property?
Q If the transaction was rescinded but the house is built, what -- what would -- what would happen after that if the transaction was rescinded? What was your goal, I guess? You got -- you got a house built. SAFE extended -- SAFE extended these checks. I mean, how does that reconcile with their expenditure of funds? You want to rescind the transaction, but the -- you're occupying the

property that the funds were used to build. I guess, what -- what were you seeking to do with the rescission?
A I think the goal was to come back together --
Q Uh-huh.
A -- and understand where the money was coming from, so we could perhaps renegotiate the mortgage.
Q Okay. Okay. But they wouldn't talk to you? Or it didn't -- it was not successful?
A From my perspective, no. They --
Q Okay.
A -- did respond from time to time, again, with more sterilized responses, which is not unexpected. Saying, "The debt is valid. You need to make payments. Here is your deficit."
Q So you -- you made all the interest payments during construction. So you did that part, and everybody was good. But, at the end, your questions went unanswered. The construction was completed. The CO was issued. And -- and you wanted answers and to rescind and/or renegotiate because of the unanswered questions?
A That's a good summary. Again, I was --
Q Okay.
A -- questioning funding.

Q Okay.
A Which leads to a question of standing. And that's kind of where we are.
Q Okay. Did you go in person to SAFE, or did you just send them -- send them letters?
A I tried to keep everything certified and documented, yes, sir.
Q Okay. All right. Did anything about Mr. Heinemann's testimony that -- is it your -- is it your belief that the loan has been assigned and transferred?
A The evidence on the record, the unrebutted evidence, shows very clearly the loan has been sold to Fannie Mae somewhere between '21 and '22.
Q And that's the Esquivel -- what you're referring --
A That's correct.
Q -- to is the Esquivel affidavit?
A Yes, sir.
Q Okay.
A Exhibit A, from 15 December.
Q All right. So you're not contesting signatures? anything like that? The loan rate was 3.75. The funds were advanced in multiple draws. The -- the builder built the -- or the CO was issued after the builder completed --

A No, sir. I'm not contesting the terms as they're written. I am contesting the authenticity of the original note.
Q Okay. It was a 30-year amortization. The payment was 1715. I think Mr. Heinemann said he did not appear at closing, even though his signature is on, I think, the construction to perm or one of the modifications. Those were signed at different times. You were -- y'all were not in each other's presence?
A Correct.
Q Did you -- do you have your loan -- did you have your loan closing documents from Mr. Croft? Was there -- was there a right of rescission in there? My loan closing experience is triggered by the refinance on the primary residence. You got three days right of rescission? Was there a document that -- that gave the right of rescission?
A There was no document that was produced. It was my submission in personal letters signed to SAFE Federal Credit Union.
Q Okay. And you're not disputing the itemization of Ms. Self, just whether or not the transaction itself, the note, the mortgage, is valid? You're not -- you're not saying that the calculations are

wrong?
A That kind of leans, Your Honor. Is the mortgage valid if there is no standing?
Q Well, that was my -- that's what I'm saying. You don't -- you don't have a contrary amortization that says these -- these calculations are wrong. You're just -- you're just saying that the -- the -- the origination of the loan and the moving to permanent from construction loan, that that is invalid as a whole. But you're not saying that the 354,757.90 should be another number?
A Her accounting is spectacular. I have --
Q Okay.
A -- no qualms with her calculations.
Q Okay. Have -- to your knowledge, has there been any claim made on the PMI?
A I've been trying to find that out, and I cannot get an answer to that. So my answer is no. I have not been able to confirm that.
Q Okay. Do you recall a time frame when you asked to rescind? That was in her testimony.
A It would have been in that October/November 2023 series. There's a lot of traffic right about that time. And, again, I can produce that for you, but I didn't know to bring it.

Q Okay.
A If it does matter, Your Honor, we have approached the Inspector General Office for the NCUA to inquire about PMI payouts. It's fresh on their desk. We have not received a reply on that yet.
Q So you say that you believe there's some additional documents or records that are relevant to --
A That may be. Again --
Q Okay.
A -- we have not received a reply from it.
Q Okay.
A But with reference to your questions about whether I know there's a PMI payout, there could be some answers out there.
Q All right.
THE COURT: Mr. Brannon, you want to cross-examine Mr. Rogers.
MR. BRANNON: I do. Thank you, Your Honor.
THE COURT: Yes, sir.
CROSS-EXAMINATION OF CHRISTOPHER ROGERS
BY MR. BRANNON:
Q Mr. Rogers, to you, what is the importance of where the money came from to fund the loan?
A If I'm being asked to repay it, I think I have the right to know how it's funded.

Q Did you hear --
A And that --
Q -- Mr. Heinemann testify that it was funded from SAFE's assets?
A I heard him say that directly and for the record.
Q Okay. Do you dispute that?
A I do.
Q Okay. You don't dispute that SAFE paid Ayak Construction $370,346.50 in exchange for building the home you live in?
A That is the credit line that was created for me by SAFE, which was disbursed to him at periodic intervals at certain phases of construction.
Q When did you move into the home at 20 Doe Court?
A I think we established at the last hearing that would have been March '23 --
Q Okay.
A -- -ish.
Q Do you dispute that SAFE has been paying your Sumter County property taxes?
A I was confident of that up until I got a Sumter County tax notice --
Q Have you paid the --
A -- in November.
Q Have you paid the Sumter County property taxes

personally?
A I've requested the affidavit, which triggered that notice, and have since had to go to the South Carolina Department of Revenue to confirm how that notice was triggered.
Q You're talking about the notice you received --
A Yes.
Q -- in the mail from Sumter County?
A From the Sumter County auditor, yes.
Q You went to the DOR to ask why that -- you -- why you received it?
A I did not get a response after three attempts from the Sumter County auditor as to how that notice was triggered, so I elevated it to the DOR.
Q Okay. Did you --
A That's a Title 12 issue.
Q Okay. Did you hear Ms. Self testify that SAFE paid the taxes in December of 2025?
A I did hear her state that, yes.
Q Okay. I've got one document that I want to ask you about, Mr. Rogers. So, Mr. Rogers, do you recognize this document?
A I do.
Q Is it a deed where you, in 2024, deeded 20 Doe Court to the Vanishing Cabinet Trust?

A Correct.
Q Was there any money exchanged or consideration for that deed?
A There was a small sum, which was recorded in the trust documents, would -- which would reflect that. But it was nominal.
Q What's -- what was your rationale for transferring the property to the Vanishing Cabinet Trust?
A This was all estate planning to include the home and other assets that I have.
Q Are you the trustee of the Vanishing Cabinet Trust?
A I am the trustee.
Q Are you the settlor of that trust?
A The?
Q Settlor. Is it -- or it's your -- are -- is the trust comprised of your assets?
A Yes.
Q Okay. Do you have any information to know that -- the Sumter County property taxes are taxing your property at 6 percent? Are you aware of that?
A I was reminded of that today. I think I applied for 4 percent at the time.
Q Okay. I have a hunch that this deed might have complicated that. Do you know anything about that?
A I do not.

Q Okay. Mr. Rogers, just so I'm clear, you do not dispute signing the note?
A I signed a note.
Q Okay. Do you dispute signing the Construction Loan Addendum to Note?
A I signed an original of all those documents, yes.
Q Okay. Do you dispute signing the mortgage?
A I signed a mortgage.
Q Okay. Do you dispute signing the Home Construction Loan Agreement Rider?
A I will say, yes, and I can also agree to all. If you need to go down the list, I did sign all those documents.
Q Okay. There's just one more. It was the Construction Conversion Modification Agreement back in 2023?
A Sounds familiar, yes.
Q Okay. Do you dispute that the loan hasn't been paid since July of 2023?
A I can verify that I have not made a payment since July of 2023.
Q Okay.
A Except for my earlier attempt, which we already discussed.
Q We did. Do you dispute that that letter said

"accord and satisfaction," on it?
A It did.
Q Okay. Mr. Rogers, who is Mr. Esquivel?
A As indicated on the affidavit, he is a -- what equates to a private investigator who conducts audits, forensic-level audits on mortgages to determine accurate chain of title, transfer ownership, and elements like that, which can confirm the validity of a mortgage process.
Q Okay. Did you hire him?
A I did.
Q Is he in Texas?
A I believe he is.
Q Or at least maybe his company. He seems to operate out of Texas.
A Okay.
Q Do you know what he reviewed in preparation in preparing his affidavit?
A It explains it in the affidavit. And, again, I would love to have been afforded the opportunity to present him here as a witness to answer technical questions, which I'm sure are forthcoming.
Q Okay. Do you know what he looked at to determine his conclusion -- let me back up. In one part of the affidavit, I read that he thinks there was a

sale of the loan to Fannie Mae. Do you know what he reviewed to come to that conclusion?
A I would have to refer to the affidavit. And, again, I don't think I could intelligently talk to it. I hired him because he has that level of expertise to explain those things.
Q Have you received any letters or notices or any correspondence from Fannie Mae saying that they own this loan, or that you owe them money?
A I have sent them four written certified mails. They have only received one up until the point they started rejecting my inquiries. I sent the last one to Fannie Mae headquarters a month ago. They did receive it, as confirmed by tracking. I have not received a response.
Q Okay. So you've contacted them?
A Absolutely.
Q What have you said to them in your correspondence?
A Simply to confirm the information in the affidavit, which I provided to them. We need to know what happened.
Q And they did not -- they have not responded?
A They have not responded. And, again, I -- I could have brought a copy of those letters here, but I did not know.

Q And did you hear Mr. Heinemann's testimony that SAFE did not sell your mortgage loan or transfer or assign it to anyone else?
A I did hear him say that. And that is contradictory to the affidavit on file.
Q Okay. But you have not received any request from Fannie Mae for you to pay them, correct?
A I've received no response from Fannie Mae.
Q Okay. Mr. Rogers, as the terms of the loan have been presented in the exhibits today, do you contest that you are in default for not paying the loan?
A I do not.
Q You don't contest that?
A No. I'm not going to confirm I'm in default of a loan based on an invalid contract, where -- I'll leave it at that.
Q Okay.
A I have questions about loan origination and the securitization process that occurred afterward, which would render this contract void ab initio.
Q Okay.
MR. BRANNON: Your Honor, I -- I don't have any further questions.
THE COURT: Okay. All right. Anything else from --

testimony-wise, Mr. Rogers?

MR. ROGERS: Not on testimony, no, sir.

THE COURT: All right. All right. Let's move to next -- and any -- any documents that are not already in evidence that you believe or should be admitted or pertinent to the -- the inquiry and the matter before the court? Any other -- any other records or -- I mean, I -- I got a plenty up here. But is there anything missing? Mr. Rogers, any --

MR. ROGERS: Oh, for me?

THE COURT: -- to your knowledge, anything missing?

MR. ROGERS: Okay. I didn't know who was -- I was going to forward you right away.

THE COURT: Well, it was kind of to both of you, but -- but first to you.

MR. ROGERS: Okay.

THE COURT: Do you know anything else besides all of this?

MR. ROGERS: I could likely have brought a few other documents. Again, had I known that we were going to do an evidentiary or discovery part of this, but I have not been afforded the opportunity to do that.

THE COURT: All right.

REEXAMINATION OF CHRISTOPHER ROGERS

BY THE COURT:
Q So you said there is a review that you've not received. Is that -- is that something you've requested, or that's something through Mr. -- Mr. Esquivel?
A No. These were my requests. One to the National Credit Union Association, providing SAFE's membership number and request for PMI payouts.
Q Okay.
A And the second one was to Fannie Mae themselves. I presented them with the same affidavit, which shows that they owned the loan. And I request confirmation of that, and identification of third-party custodian, which likely holds the original promissory note.
Q Okay.
A And, again, that's -- that's contradictory to -- to what was presented here today as evidence.
Q All right.
THE COURT: Now, so let's turn to the Esquivel affidavit. So two ways we can handle it. Y'all could agree that it be admitted in lieu of his testimony. I can't make anybody agree to that. I can stipulate to it, and that would require agreement by both sides. I do note that he refers

to yet another individual inside his affidavit. He refers to a McCaffery. So if he is -- if he is borrowing from somebody else's work, it's not his own -- own work observation, then, you know, usually a affidavit is on your own personal knowledge. And he refers several times to Mr. -- Mr. McCaffery, William McCaffrey, and Housing Mortgage Consultants.

So number one, is, Mr. Rogers, you believe that everything Mr. Esquivel has to add is encompassed in the affidavit, or -- or -- do you want to offer his testimony through either de bene esse deposition, which probably comes at a additional cost, but do -- do you believe his affidavit is everything he has to say about -- about his review of the documents and his -- and his opinion, or do you think his testimony would vary from that?

So if you want to call him as a witness, if he's simply going to reiterate what he said in his affidavit, then you can do one or the other, but not both. It would be his -- his -- his testimony, not the affidavit. And I imagine he's going to charge additionally to sit for a de bene esse deposition or appear in court.

But do you believe there's more to what he offers than is contained in the affidavit?

MR. ROGERS: I believe he should be given the opportunity to do that, yes, Your Honor. But, again, I would not inconvenience this Court with another hearing, but, again, had it been afforded the opportunity, he'd be here today.

THE COURT: Mr. Brannon, what's your opinion? Obviously, the affidavit makes reference to Mr. McCaffery. So, obviously, affidavit has not been cross-examined.

What do you think about de bene esse deposition to include or to make sure that whatever opinions, qualifications, investigation, what he actually looked at, what he relied on from Mr. McCaffery? Any thoughts on that as to including the testimony of Mr. Esquivel?

MR. BRANNON: Well, Your Honor, I've -- I've read the affidavit. I would really have no objection to it being reviewed by the Court. I don't think the weight of it of what he said is -- is persuasive. He notes in there that he sees nothing in the recorded documents of Sumter County that would indicate an assignment, which is completely consistent with what we've said. I don't know what this Mr. McCaffery stuff that he's looked at is.

I mean, to answer your question, Your Honor, I -- I really have no issue with the affidavit coming in as evidence, even though he's not here. You know, I will examine this gentleman if -- if that's what the Court believes is best. But, again, Mr. Rogers has been living in this home without paying it for almost three years, and -- and would like to move forward with the matter.

And I don't think there is any good excuse for why Mr. Rogers doesn't have his witnesses present today. We did.

MR. ROGERS: And I have to -- point of order, Your Honor. I was not informed this was an evidentiary hearing.

THE COURT: Mr. -- Mr. Rogers, what -- do you have any idea what Mr. Esquivel would testify to other than he'd -- isn't -- it doesn't appear to be transferred? It -- it -- he thinks it's part of a pass-through -- REMIC pass-through certificates, and he thinks it's -- I guess, it's been pooled with other funds. But he agrees there's no transfer that's consistent with the testimony of both -- of both Mr. Heinemann and Ms. Self, is it not?

MR. ROGERS: I think he would have to prove the validity of his testimony to this Court. I -- I can't use that nomenclature to explain it any better than he can.

And to -- to that point, this evidence has been in the record for over a year and unrebutted. If -- if there was -- if opposing counsel or his client had an issue with the information contained therein, it should already be on the record.

THE COURT: So how is it -- how is the affidavit inconsistent with the testimony? He says it's not been transferred. He makes a general assessment that it's been -- that it's improperly securitized or -- but, I mean, he -- he agrees that it -- there's no evidence of transfer that's consistent with the existing witness testimony, I mean, I guess, that's -- that's the question: What -- what -- how is it -- how does it add or impugn or weigh against admitted evidence if all the evidence is that the loan hasn't been transferred according to the public records?

I mean, he makes an assessment that he saw -- he sees it as in part of some pooled funds, which is -- SAFE said, "We didn't assign it." I guess what -- what would he -- what would he additionally

testify to that would call into question what Mr. Heinemann has said or Ms. Self has said?
MR. ROGERS: I cannot do that, Your Honor. I'm not a --
THE COURT: Understand --
MR. ROGERS: -- subject matter expert on that. But I will say that if -- if there was any contest of his evidence as submitted and never -- never rebutted, it's -- now stands as fact, I mean, if we need to explore further, then let's invite them in and let them talk.
So my -- my framing of -- of his findings are, if I can, very briefly. His position in that affidavit is that the reason there are no recordings is because there was not an assignment made when the loan was sold. That the note went one way. The mortgage went another way. Fannie Mae now owns it, which is standard industry practice. These aren't industry secrets anymore. That the notes were with the third-party custodian. That the one they produced here today can't be the original.
So there's a difference between the evidence that's been on the record for a year and a half, and testimony that was submitted here today.
That's why his -- his direct testimony here

may shine a light on some other details that may not be captured in his written affidavit and certainly not within my ability to articulate.

THE COURT: Mr. Brannon, any -- you're about to say something?

MR. BRANNON: Well, Your Honor, the reason that I haven't felt any need to file an opposition to it is because I -- I didn't think that it was cost-effective to do so.

I reviewed the affidavit, did not feel like it was going to lead to summary judgment, and my client spent a lot of money on this case. There have been --

MR. ROGERS: I would argue. That's not procedure, though.

MR. BRANNON: Well, the --

THE COURT: Let me ask you this: Legally, is -- so if it's consistent that it hasn't been transferred, there's no transfer or assignment on record that the testimony of the witnesses is still being serviced in-house, does -- does it have -- have a legal basis to invalidate the note, mortgage, and -- and modification itself?

You know, if -- if it's transferred to a different servicer and you've got objections, you've got RESPA rights, you've got the right to complain, you've got the right to say, "Hey, when it transfer" -- they call it "porting" when they move -- when they move financial data from one to another. And then -- then the person who then holds the loan, porting and booking, whatever --

MR. BRANNON: Uh-huh.

THE COURT: -- their little fancy terms, and then they say, "Well, this is legitimate and this is accepted because it's porting -- we ported it from them," and you lose the -- what we had here today was, "This is our loan, and" --

MR. BRANNON: Right.

THE COURT: -- "we set it up, and here the advances/here the checks."

So it is -- it -- you know, and, possibly, if it caused a failure and uncertainty and a -- and an inability to carry the burden of proof and burden of persuasion, I guess, a judicial officer might say, "You know, I'm just not convinced that porting and moving the data over took place, I guess."

But, I mean, in y'all's case is, "This is our original loan, hadn't been transferred and it's not been assigned and we're just trying to, you know, collect on this." There's -- you know, do you reach those questions about whether you have the original promissory note when there -- when there wasn't a transfer?

Now, I just tell you, according to this book and Judge Kimball, a lot of those questions come into play once a -- a loan has been assigned and transferred.

Of course, Mr. Rogers' argument is it has, you're just not admitting it, and my affidavit establishes that it's in there. But -- but even then, you know, it's not a assignee trying to collect on it. It's still SAFE, but, anyway --

MR. BRANNON: Yeah.

THE COURT: - this -- can -- can -- you know, an improper transfer go retroactively invalidate, I -- I guess, is -- is the -- is the -- is the overall question.

MR. BRANNON: Yeah. And -- and, Your Honor, I never asked Mr. Rogers before whether -- and I'll tell you, we haven't done any discovery in this case. I don't have any discovery --

THE COURT: I -- yeah.

MR. BRANNON: -- requests and -- and -- well, I haven't sent any to him.

You would think if this was transferred to another entity, they'd be asking him to pay them. He's testified nobody else has been asking him to pay them. So all logic, in addition to testimony from Mr. Heinemann and Ms. Self, is that this hasn't been transferred. And that this is all, really, just kind of a head-scratching exercise that has led to a lot of litigation with nothing really to show for it.

THE COURT: And so y'all -- y'all's argument is, "Hey, he's -- you know, he's now been there a number of years, and the debt's not being serviced. So we're being prejudiced, and nobody was ever asked to post bond." I think I raised bond maybe in the November hearing and -- but then, you know, didn't -- didn't -- didn't follow up on it. But your folks -- under his, you know, he's saying the -- if the loans rescinded, you know, the house stays with him. I imagine if the loan was rescinded, you are the ones that financed it. You're out 370,000 principal dollars and 408 principal in interest and fees dollars and 56,000 in -- in -- in fees.

So you're not really looking to shake hands and rescind everything and set it aside.

MR. BRANNON: That's correct.

THE COURT: And you've demanded deficiency. So you're saying, you know, once -- once the property goes to foreclosure and sale, any difference between the sale and the -- of course, I guess, we have another type hearing if it's sold for a half-million bucks and then y'all be arguing over whose money it is.

But, anyway, so -- so your position is securitization. There was no transfer, and that's not material to the issue of the default on the loan.

MR. BRANNON: Your Honor, as best I could tell, this is all just red herring. I -- you know, I -- that there's nothing to support anything that Mr. Rogers has put in any of the filings. And all he's done today, in his testimony, is say that he did some self-study and thought that there were some issues that he thought were problematic.

THE COURT: What's your understanding of a right of rescission? It's only triggered by refinance on a principal residence?

MR. BRANNON: So, Your Honor, there's a -- there's a reg that CFPB Reg 1020 --

THE COURT: CFPB still?

MR. BRANNON: Well, I -- I don't know if they're actively still participating, but the regs from Dodd-Frank that they were over and may or may not still be over, but the short of it is, Subsection F, expressly exempts mortgage loan transactions. And the purpose of that statute, I -- you know, I got to thinking, "Well, what -- what is this for?" And there's some interpretations of the statute that talk about, you know -- let's see here.

THE COURT: Well, I've been doing them forever. And I see that if you -- that's it right there. The trigger. It does apply if the new amount financed exceeds the unpaid -- if you get new money.

MR. BRANNON: Yeah.

THE COURT: So that -- I mean, always on refinances, I've seen the -- the --

MR. BRANNON: Yes, sir.

THE COURT: -- right -- or the receipt three days right of rescission, but not on a construction loan and not on an original purchase money, just on a refinance.

MR. BRANNON: Well, in the comments to Section 23(f) says, "Any transaction to construct or acquire a principal dwelling, whether considered real or personal property, is exempt." Simple. Straightforward. And it got me thinking, "What is the statute even about?" And it gives some examples where security interests acquired by a contractor, who's also extending credit for mechanics or materialmen's lien, that's retained by a subcontractor. This -- this rescission right -- and, Your Honor, I'm not arguing with you on the refinance, but it absolutely does not apply to a construction loan.

But, Your Honor, we've been patient in this litigation, you know, we haven't pushed to federal court, not that that would be a smart idea, but we haven't pushed anybody. We waited to come to you in November. Waited until after Judge Lewis entered her report and recommendation, which took, you know, some time. Waited on the Fourth Circuit to appeal. Mr. Rogers had his days in court. And we still don't have any evidence to rebut anything that's been presented by SAFE.

THE COURT: Okay. All right. Mr. Rogers, back to you. So I'm going to consider -- I'm going to read in detail again the Esquivel affidavit and the reference to McCaffery. You said you've requested records from Fannie Mae. And, I believe you -- you mentioned one other, but I didn't -- I can't find my note on it. What was the other records you requested?

MR. ROGERS: It's a National Credit Union

Association --
THE COURT: Okay.
MR. ROGERS: -- Inspector General's Office.
THE COURT: Inspector General, okay. So you haven't received any -- when -- you haven't received anything from them?
MR. ROGERS: Not yet.
THE COURT: Okay. All right. All right. Other than the Esquivel affidavit testimony, any other witnesses or documents you believe are relevant?
MR. ROGERS: Again, I wish I had better preparation for today.
THE COURT: Okay.
MR. ROGERS: If I say, "No," I'm probably leaving something out. But at the very least, I think Mr. Esquivel's testimony is vital to this case.
THE COURT: Okay.
MR. BRANNON: Your Honor, can I ask -- ask one more thing?
THE COURT: Yes, sir.
MR. BRANNON: I didn't print this and bring it with me, and I just pulled it off the public index. The notice of hearing we sent Mr. Rogers on April 2nd said, "You'll please take notice that a hearing to determine whether Counterclaim Plaintiff SAFE

Federal Credit Union is entitled to judgment of foreclosure and the above-captioned action will be held on Wednesday, April 22nd, 2026, at 11 a.m.
MR. ROGERS: Correct.
MR. BRANNON: I don't know how much more detail to put in that.
MR. ROGERS: Where's the word evidentiary? As a pro se that -- that -- that's a red flag to know that I need to prepare for this.
MR. BRANNON: And, Your Honor, I'm not going to argue with that, but I think it speaks for itself.
THE COURT: So it says, "Notice of Hearing. Judgment of foreclosure held on Wednesday, April 22nd, 2026, 11 a.m."
So -- and, Mr. Rogers, you're just -- you're just saying you didn't understand it to be evidentiary, and you -- you would have subpoenaed or brought the testimony that Mr. Esquivel, who -- who actually is in Texas. So -- so what you paid him for was the examination, the private investigation, and the report, but -- but you didn't -- you didn't pay him to appear in court, correct?
MR. ROGERS: I would have had I known.
THE COURT: Okay. All right. All right. Any other --

any other witnesses? Anything else? Anything in rebuttal reply? Have we -- have we got all the records and everything we need, at least at this point in time, for me to review?

MR. BRANNON: From our perspective, yes, Your Honor. We respectfully request an order that the home be sold at the next available sale, and the debt be set at the payoff Ms. Self testified to, plus attorney's fees and costs incurred.

THE COURT: Okay.

MR. BRANNON: With deficiency sought.

THE COURT: Mr. Rogers?

MR. ROGERS: Is this where I get my closing comments?

THE COURT: Yeah.

MR. ROGERS: Are we done?

THE COURT: Certainly. You -- you're not a witness anymore. You can tell me whatever you need to tell me, and it'll be on the record. So you are protected.

So I see you -- you filed a -- a summary judgment. You filed motion to dismiss. You also, again, earlier filed a voluntary dismissal. And I -- I take that as your offensive or causes of action and not necessarily the -- the defense of the counterclaim case. But, certainly, you can respond, and any response to the argument that, "SAFE's got a loan that's not being serviced, and they're actually taking a loss each and every month for the last two and a half years." Is that not the case because it's not really their money or it wasn't securitized or, I guess, what -- what is the -- what is the argument to their -- their "SAFE has not lost?"

MR. ROGERS: All the way back to the beginning, Your Honor, the only evidence in the record, prior to today, has been unrebutted.

I know there will be an effort to discredit Mr. Esquivel and his work done, but that is the only evidence in the record. And, procedurally, that evidence must withstand a sworn affidavit rebuttal. There's not one in there. That evidence and that data is what's in the record, I mean, nothing that's SAFE brought today changes standing or the record.

So, as a historical fact, the affidavit alleges who owns the loan, who serviced it, what the custodial record showed. The audit contests what happened during the mortgage process. And I've been beaten about the head and shoulders about adhering to procedure and rules. And my understanding is the rules is when you put in an affidavit, you've got a certain amount of time to contest it or rebut it. That has not been done.

The opposing counsel has been all but silent for the better part of four months. And then today rolls in with a note produced three years after the fact, which I can't confirm, which I think needs to be authenticated.

So, again, I have to stand by the record that's already in the books before we arrived here today. The one that -- the note that they produced has no endorsements, no allonges, no transfer history. We've all made a -- we've all agreed to that, but that actually supports the fact that my evidence shows that they sold it.

So why would it have any of those things if the original note is still out there? We need to find it, and I've made efforts to do that. I have not gotten a response back yet, and the very resistance to producing a copy of it from those agencies, again, just raises my level of speculation.

A clean note is not evidence of ownership. It's simply a physical document. It doesn't contradict my affidavit. It actually matches it based on the evidence pointing in that direction. These are just facts. It's not an argument.

I will say that the only thing contradicting the affidavit is witness testimony today, and that individual has not even read it. So I -- I can't give him a whole lot of merit to submit testimony as evidence against a document he has not even reviewed. So, again, I think we have more work to do here.

But the record, as it stands today, only shows evidence that they lack standing. They've never had standing, and they can't correct the standing defect. The evidence shows that in the record. What they applied today does not change that.

And I know it may seem it's not cost-effective to rebut an affidavit, but in a case where there's nearly half a million dollars involved, I think you have to follow procedure.

THE COURT: Mr. Brannon, last word?

MR. BRANNON: Your Honor, there's no rule that says that we have to reply to that affidavit. We filed all the exhibits with the complaint. They're a bit -- they're also of record. If anything, you know, there's a dispute. We had a trial due to that dispute, and the evidence overwhelmingly from the representatives of the people who actually work for the credit union, not some gentleman who -- who knows who he is in Texas. The greater way the evidence is this loan was never sold, and it hasn't -- has no dispute it hasn’t been paid since July of 2023.

THE COURT: All right. So we've got to figure out if these go with me or the court reporter. Is anybody ordering a transcript right off the bat? Or y'all want to -- this -- this was referred to but not entered in evidence. That was the Cabinet quitclaim deed. But other than that, let me set these in order, and y'all can each look at them and make sure -- but nobody really picked them up. Most times during the trial, the lawyers grab them and they go fly around different places. But in this case, I don't think anybody really touched them. So I'm going to put them in order, and then y'all can look at them and make sure that I've got all the exhibits.

MR. BRANNON: Okay.

THE COURT: Seven. Nine. That was an extra copy. One, two, seven, eight, nine, ten, six -- oh, I know why. Three and four you're retaining. All right.

So if y'all want to each -- y'all can do it together, or y'all can do it independently, make sure we've got a complete record. And then we will be adjourned. I thank you, both.

MR. BRANNON: Thank you.

MR. ROGERS: Thank you, Your Honor.

(Whereupon, the hearing was concluded at 1:56 p.m.)

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) CERTIFICATE
COUNTY OF LEXINGTON)

Be it known that Jordan McDowell took the foregoing proceeding and hereby attests:

that I was then and there a notary public in and for the State of South Carolina-at-large and that by virtue thereof I was duly authorized to administer an oath;

that the deponent/witness, if any, was first duly sworn to testify to the truth, the whole truth, and nothing but the truth, concerning the matter in the controversy aforesaid;

that the foregoing transcript represents a true, accurate, and complete transcription of the testimony so given at the time and place aforesaid to the best of my skill and ability;

that I am neither a relative nor an employee of any of the parties hereto, nor of any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action;

that, if a recording of an event was supplied by another party for purposes of transcription and I was not present during that event, the foregoing pages were transcribed to the best of my skill and ability; additionally, any identifications of speakers were provided to me by the party supplying the recording;

that, in the event of a nonappearance by the witness, the foregoing details for the nonappearance are accurate.

In witness thereof, I have hereunto affixed my signature and title.

Jordan McDowell

Date: 5/8/2026
Notary public for South Carolina
My commission expires March 27, 2035.
Notary ID: 10434875
*Unless otherwise noted, this notary public administered the oath. Please refer to the transcript for any exceptions.
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