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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Appeal From the Court of Common Pleas
Kershaw County
Judge William Cox, Jr., Master-in-Equity
Case No.: 2025-CP-28-00383

Appellate Case No.: 2025-002267

Ex Parte: Laura Bowen, Appellant,

In re:

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1, Respondent.
v.

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendants.

CORRECTED RECORD ON APPEAL

---

s/Laura A. Bowen
Laura A. Bowen
1262 Wood Duck Road
Camden, SC 29020
803-427-2994
Appellant (Pro Se)

T. Lowndes Pope, Esq.
Heidi B. Carey, Esq.
Jamie Weller, Esq.
RILEY POPE & LANEY, LLC
2838 Devine Street
Columbia, SC 29205
Counsel for Respondent

1 INDEX

ORDERS, JUDGMENTS, DECREES, AND DECISIONS

3 Master-in-Equity's Order of Judgment of Foreclosure and Sale Decree
19 Order of Reference
22 Order on Rule 60(B) Motion

PLEADINGS

29 Summons and Notice
31 Complaint Foreclosure of Real Estate Mortgage
39 Emergency Motion to Stay and Vacate (Rule 60(b)(4)
96 Plaintiff's Reply and Opposition to Motion to Stay and Vacate Foreclosure Judgment and Sale

AFFIDAVITS AND EXHIBITS

148 Affidavit of Indebtedness
157 Affidavit of Attorney for Unknown Defendants
160 Affidavit for Attorney Fees
163 Affidavit of Publication
164 Exhibit A; Summons and Complaint
165 Exhibit A; Affidavit of Guardian ad Litem

TRANSCRIPT MATERIALS

191 Record of Hearing
194 Notice Regarding Absence of Transcript

OTHER MATERIAL FILINGS

198 Supplemental Filing Rule 60(b)(4)
204 Designation of Matter

NOTICES AND PROCEDURAL FILINGS

209 Notice of Default
212 Notice of Hearing
217 Notice of Appeal
220 Notice of Sale November 2025

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA COUNTY OF KERSHAW GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1, Plaintiff, vs. Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendants.	IN THE COURT OF COMMON PLEAS C/A NO.: 2025-CP-28-00383 **MASTER IN EQUITY'S ORDER OF JUDGMENT OF FORECLOSURE AND SALE DECREE** (Non-Jury) (Deficiency Waived)

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RILEY POPE & LANEY, LLC Kelley Y. Woody, Esquire Attorneys for Plaintiff

Attorney for Defendants "John Doe" and

Guardian ad Litem for Defendants "Richard Roe"

Pursuant to Rule 53 SCRCP, the above entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in this case without further order of court. Any appeal from this Order shall be directly to the South Carolina Court of Appeals.

Pursuant to said Order of Reference a hearing was held on October 8, 2025, attended by attorneys for the Plaintiff. Exhibits were identified, offered and received into evidence. Based upon the proof made of the facts and circumstances alleged in the pleadings, I find, conclude and order as follows:

FINDINGS OF FACT:

1) The Lis Pendens was filed on April 21, 2025.

2) The Summons and Complaint were filed on April 21, 2025.

3) Service was made upon the Defendants as shown by the proof of service filed herein.

4) The Defendants Ronald J. Bowen, Bank of America, N.A., Ascension Point Recovery Services, LLC, Safe Federal Credit Union, Kershaw County EMS, and Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr. are in default as shown by Affidavit, Notice, or Order filed herein.

5) The Defendants and all attorneys of record were notified of the time, date, and place of the hearing in this matter.

6) According to the affidavit filed herein, a good faith investigation did not determine that the defaulting Defendants Ronald J. Bowen, and Calvin Theodore Bowen, Jr., are in the military service and therefore entitled to protection under the Servicemembers' Civil Relief Act, 50 U.S.C. §3901 et seq., or any amendments thereto.

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

7) On or about August 21, 2012, Alma T. Bowen and Calvin T. Bowen Sr. made, executed and delivered unto Reverse Mortgage USA, Inc. a certain Adjustable Rate Note (Home Equity Conversion)("Note") in the maximum amount of One Hundred Two Thousand Seven Hundred Fifty and 00/100 ($102,750.00) Dollars, with an interest of 5.060% per annum per annum. Other terms and conditions are stated in the Note, which is of record herein.

8) To better secure the payment of the Note described above, Alma T. Bowen and Calvin T. Bowen Sr. made, executed, and delivered to Reverse Mortgage USA, Inc. a certain real estate mortgage ("Mortgage") in writing, dated August 21, 2012, covering real property in Kershaw County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for Kershaw County on September 6, 2012, in Book 2981 at Page 220. Thereafter, by assignment recorded on November 26, 2012 in Book 3014 at Page 274, the mortgage was assigned to Reverse Mortgage Solutions, Inc.; thereafter by assignment recorded on July 6, 2018 Book 3883 at Page 207, the mortgage was assigned to Secretary of Housing and Urban Development; thereafter by assignment recorded on February 14, 2025 in Book 5302 at Page 151, the mortgage was assigned to Artimus V, LLC; thereafter by assignment recorded on February 14, 2025 in Book 5302 at Page 152, the mortgage was assigned to GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1.

9) The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagors and constitutes a first mortgage lien on the mortgaged premises.

10) Thereafter, Alma T. Bowen died intestate on September 12, 2019, leaving the Property Calvin T. Bowen, Sr. by right of survivorship deed.

11) Thereafter, Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr. died intestate on November 19, 2021, leaving the Property to his heirs at law, namely, Calvin Theodore Bowen, Jr. and Ronald J. Bowen, as is more fully preserved in the Probate Records for Kershaw County, in Case No.: 2022-ES-28-00022; that the Defendants, Calvin Theodore Bowen, Jr. and Ronald J. Bowen, are the owners and holders of record title to the Property as of the date of the filing of the Notice of Pendency to this action.

12) Calvin Theodore Bowen, Jr., as the Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., is a Defendant in this action in such fiduciary

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

capacity as representative of any person or entity that may be a creditor or claimant against such Estate, and by virtue of the powers granted by decedent's Will or by statute.

13) Calvin Theodore Bowen, Jr. and Ronald J. Bowen, and any unknown heirs or devisees of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., including any persons who may be in the military service of the United States of America, being a class designated as John Doe, and any unknown minors or persons under a disability being a class designated as Richard Roe are Defendants in this action by virtue of any interest claimed under the law of intestate succession (S.C.
Code §62-2-109) or under decedent's Will.

14) Kelley Y. Woody, Esquire, a member of the South Carolina Bar, has been appointed Guardian ad Litem for each Defendant who are unknown persons, persons in the military service of the United States of America, designated as "John Doe"; unknown minors and persons under disability, constituted as a class designated as "Richard Roe", and has filed an answer, appeared and actively participated herein. The sum of $500.00 is a reasonable fee to allow such Guardian ad Litem for services rendered until final adjudication of this action, which fee shall constitute a cost of this action.

15) Due to inadvertence or error, the legal description contained in the Mortgage contains an incorrect reference to the measurement of the northern boundary line and excludes the reference to the western boundary line and currently reads as follows:

> *All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Camden, County of Kershaw, State of South Carolina, in subdivision known as Burndale, and designated as Lot 8 of Block B on plat of same, recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 16, at Page 7. Said lot fronts eastward on Brookgreen Court a distance of seventy five (75') feet and extends back westwardly therefrom on the northern boundary a distance of one hundred forty nine and 7/10 (149.7') feet, as shown on a plat prepared by A.B. Boykin, surveyor, dated June 20, 1952. Said lot is bounded on the north by Lot #9 of said subdivision; east by Brookgreen Court (a street); south by Lot #7; and west by Lot #16. This lot is also shown on individual plat prepared by S. Tetterton, R.L.S., dated October 18, 1954, and recorded in the Office of Clerk of Court for Kershaw County in Plat Book 20, at Page 59.*
>
> *This being the same property conveyed to Shawn D. Smith and Natasha D. Bennett, as joint tenants with right of survivorship and not as tenants in common, by deed dated April 28, 2022 and recorded on May 2, 2022 in Book 4730 at Page 187.*

16) Plaintiff is entitled to reformation of the legal description to read as follows:

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Camden, County of Kershaw, State of South Carolina, in subdivision known as Burndale, and designated as Lot 8 of Block B on plat of same, recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 16, at Page 7. Said lot fronts eastward on Brookgreen Court a distance of seventy five (75') feet and extends back westwardly therefrom on the northern boundary a distance of One Hundred Fifty One and 5/10 (151.5') feet, on the western boundary line a distance of Seventy Five (75') feet, and on the southern boundary a distance of One Hundred Forty Nine and 7/10 (147.7') feet; , as shown on a plat prepared by A.B. Boykin, surveyor, dated June 20, 1952. Said lot is bounded on the north by Lot #9 of said subdivision; east by Brookgreen Court (a street); south by Lot #7; and west by Lot #16. This lot is also shown on individual plat prepared by S. Tetterton, R.L.S., dated October 18, 1954, and recorded in the Office of Clerk of Court for Kershaw County in Plat Book 20, at Page 59.

This being the same property conveyed to Shawn D. Smith and Natasha D. Bennett, as joint tenants with right of survivorship and not as tenants in common, by deed dated April 28, 2022 and recorded on May 2, 2022 in Book 4730 at Page 187.

17) The Plaintiff is the real party in interest pursuant to SCRCP 17(a) and is entitled to enforce the terms of the subject Note and Mortgage.

18) The titleholders of record of the subject property as of the filing of the Lis Pendens in this action are Calvin Theodore Bowen, Jr. and Ronald J. Bowen.

19) Any notice required by the terms of the Note and/or Mortgage or by state or federal statutes has been given to the applicable Defendants prior to the commencement of this action.

20) The mortgage is in default because the borrower is deceased, and the home is not the principal residences of any surviving borrower, and the Plaintiff, as the holder of the Note, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of its attorney for collection by foreclosure.

21) The sum of $5,275.00 00 is a fair and reasonable fee to allow as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage based on the (1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; (6) customary legal fees for similar services as more fully set forth and described in the Plaintiff's affidavit of attorney fees and court costs. The inclusion of services anticipated to be performed until final adjudication

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

22) The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of the within action, including an attorney's fee, secured by the Note and Mortgage, is as follows:

(a) Principal amount due as of November 19, 2021	$109,846.84
(b) Interest to July 30, 2025 at a current rate of 5.0600%	$3,425.07
Per Diem Interest from July 31, 2025 to October 8, 2025	$1,050.87
(c) Advances	
Escrow	$311.52
Other Fees	$6,864.40
(e) Costs of collection prior to hearing (service of process, filing fees, etc.)	$3,410.75
(f) Attorneys Fee	$5,275.00
Total debt secured by Note and Mortgage, including interest to date shown	**$130,184.45**

23) Interest for the period from the date shown in (b) above through the date of this judgment at above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 5.0600% per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

24) The Plaintiff is seeking the usual foreclosure of the mortgage and has in the Complaint, or subsequently thereto in writing, expressly waived the right to a personal or deficiency judgment pursuant to Rule 71(b) SCRCP.

25) The following Defendants claim or may claim a lien upon or interest in the subject property or are otherwise involved in this matter. In the event there is a surplus from the sale of the subject property, the validity, priority and amount of such liens will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. The Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

Ascension Point Recovery Services, LLC on behalf of Crown Asset Management, LLC by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

of $2,902.39. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

Safe Federal Credit Union by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $13,014.46. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

Safe Federal Credit Union by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $888.10. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

Bank of America, N.A. by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $5,940.11. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

Ascension Point Recovery Services, LLC on behalf of Citibank, N.A. by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $3,372.44. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

Kershaw County EMS by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $250.00. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1) The Plaintiff's Mortgage should be declared a first mortgage lien and Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

2) The legal description is reformed to read as follows:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Camden, County of Kershaw, State of South Carolina, in subdivision known as Burndale, and designated as Lot 8 of Block B on plat of same, recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 16, at Page 7. Said lot fronts eastward on Brookgreen Court a distance of seventy five (75') feet and extends back westwardly therefrom on the northern boundary a distance of One Hundred Fifty One

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

and 5/10 (151.5') feet, on the western boundary line a distance of Seventy Five (75') feet, and on the southern boundary a distance of One Hundred Forty Nine and 7/10 (147.7') feet; , as shown on a plat prepared by A.B. Boykin, surveyor, dated June 20, 1952. Said lot is bounded on the north by Lot #9 of said subdivision; east by Brookgreen Court (a street); south by Lot #7; and west by Lot #16. This lot is also shown on individual plat prepared by S. Tetterton, R.L.S., dated October 18, 1954, and recorded in the Office of Clerk of Court for Kershaw County in Plat Book 20, at Page 59.

This being the same property conveyed to Shawn D. Smith and Natasha D. Bennett, as joint tenants with right of survivorship and not as tenants in common, by deed dated April 28, 2022 and recorded on May 2, 2022 in Book 4730 at Page 187.

3) The Defendants named herein, and all persons whosoever claiming under Defendants, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged premises so sold, or any part thereof.

4) Pursuant to Rule 53, SCRCP, this Order shall constitute a final judgment.

5) The Plaintiff is granted reformation of the legal description to include the correct reference to the northern boundary line being a distance of One Hundred Fifty-One and 5/10 (151.5') feet and include the reference to the western boundary line a distance of Seventy Five (75') feet..

6) The following defendants have no interest in the property which is the subject of this action and the Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

Safe Federal Credit Union by virtue of a mortgage given by Calvin T. Bowen, Sr. and Alma T. Bowen to Safe Federal Credit Union on May 12, 2003 in the original sum of $51,800.00 and filed on May 20, 2003 in Mortgage Book 1353 at Page 138.

7) There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of $130,184.45, as set out in the Findings of Fact *supra.*

8) The amount due in the preceding paragraph (the "Total Debt" as set out in the Findings of Fact *supra*, and later accrued interest on the principal), shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the rate of 5.0600% per annum. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses not included in the judgment figures set forth herein. It may also increase to include supplemental compensation for attorney's services not contemplated by the initial fee awarded. Jurisdiction over the fee award and total debt is reserved to facilitate the

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the Court without further finding.

9) The Defendants liable for the aforesaid judgment debt including interest at the rate of 5.0600% per annum shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

10) On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, at public auction, at 12:00 p.m. at the County Courthouse in Kershaw, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on some other day appointed by the Court), on the following terms, that is to say:

11) For Certified Funds: The Master in Equity, will require, at the time of the bid, a deposit of 5% of the amount of the bid (in certified funds or equivalent) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within thirty (30) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidder(s).

12) Interest on the balance of the bid shall be paid through the day of compliance at the rate of 5.0600%.

13) Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

14) A personal or deficiency judgment having been waived, bidding will conclude at the fall of the gavel on the date of the sale. Compliance with the bid may be made immediately.

15) The sale is subject to assessments, county taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

16) The Master in Equity, will, by advertisement according to law, give notice of the time and place of such sale and the terms thereof and will execute to the purchaser, or purchasers, a deed to

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within thirty (30) days after the conclusion of the bidding, then the Master in Equity, may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

17) In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales day upon the terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

18) If Plaintiff is the successful bidder at the sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity, only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

19) The Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court;

NEXT: To the payment to the Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus should be held pending further Order of this court.

20) In the event the successful bidder is other than the Defendant(s) in possession of the subject property, upon full compliance and title by deed from the Court vested into such purchaser, and upon issuance of a Writ of Assistance by the Court, the Sheriff of Kershaw County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful purchaser or his assigns in full, quiet, and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act (12 U.S.C. 5220).

21) In the event the successful purchaser is someone other than the Defendant(s) in possession of the subject property, and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage is said property, and title by deed from the Court is vested into such purchaser, the Purchaser is

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said property on the public street or highway or by any other means.

22) In accordance with S.C. Code Ann. §30-9-31, the deed of conveyance made pursuant to said sale shall be indexed by the Register of Deeds in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the Master in Equity, who executes such deed as grantor.

23) The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

24) The following is a description of the premises herein ordered to be sold:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Camden, County of Kershaw, State of South Carolina, in subdivision known as Burndale, and designated as Lot 8 of Block B on plat of same, recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 16, at Page 7. Said lot fronts eastward on Brookgreen Court a distance of seventy five (75') feet and extends back westwardly therefrom on the northern boundary a distance of One Hundred Fifty One and 5/10 (151.5') feet, on the western boundary line a distance of Seventy Five (75') feet, and on the southern boundary a distance of One Hundred Forty Nine and 7/10 (147.7') feet; , as shown on a plat prepared by A.B. Boykin, surveyor, dated June 20, 1952. Said lot is bounded on the north by Lot #9 of said subdivision; east by Brookgreen Court (a street); south by Lot #7; and west by Lot #16. This lot is also shown on individual plat prepared by S. Tetterton, R.L.S., dated October 18, 1954, and recorded in the Office of Clerk of Court for Kershaw County in Plat Book 20, at Page 59.

This is the same property conveyed to Calvin T. Bowen, Sr. and Alma T. Bowen by Deed of Sidney S. Locke, dated January 3, 1978, recorded January 3, 1978 in Deed Book IJ at page 1811 in the Office of the Register of Deeds for Kershaw County; thereafter, Alma T. Bowen passed on September 12, 2019, leaving the Property Calvin T. Bowen, Sr. by right of survivorship deed; thereafter, Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen. Sr. died intestate on November 19, 2021, leaving the Property to his heirs at law, namely, Calvin Theodore Bowen, Jr. and Ronald J. Bowen, as is more fully preserved in the Probate Records for Kershaw County, in Case No.: 2022-ES-28-00022

TMS No. C285-06-00-065
Property Address: 1131 Brookgreen Court, Camden, SC 29020

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025-CP-28-00383

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1

PLAINTIFF vs.

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; et al

DEFENDANTS.

Submitted by: Riley Pope & Laney, LLC Post Office Box 11412, Columbia, SC 29211	Attorney for Plaintiff

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DISPOSITION TYPE (CHECK ONE)

JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See page 2 for additional information.

ACTION DISMISSED (*CHECK REASON*): Rule 12(b), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); Other – _____

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

STAYED DUE TO BANKRUPTCY

DISPOSITION OF APPEAL TO THE CIRCUIT COURT *(CHECK APPLICABLE BOX):*

Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other – _____

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

☐ **INFORMATION FOR THE PUBLIC INDEX**

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount to be Enrolled (List amount(s) below)
		N/A

If applicable, describe the property, including tax map information and address, referenced in the order: Tax Map # C285-06-00-065; 1131 Brookgreen Court, Camden, SC 29020

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

ORDER INFORMATION

This order ☒ ends ☐does not end the case.
Additional Information for the Clerk: _____

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

_____ _____ _____

Circuit Court Judge **Judge Code** **Date**

SCRCP Form 4C (2/2017)

For Clerk of Court Use Only

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

Attorneys for Plaintiff:
Riley Pope & Laney, LLC
Post Office Box 11412

Defendants:
Ronald J. Bowen
229 Hass Lucas Road Columbia, SC 29211
Gaston, SC, 29053

Bank of America, N.A.
800 Samoset Drive
Newark, DE, 19713

Ascension Point Recovery Services, LLC c/o
Corporation Service Company
508 Meeting Street
West Columbia, SC, 29169

Safe Federal Credit Union
160 W Wesmark Blvd
Sumter, SC, 29150

Kershaw County EMS
515 Walnut Street
Camden, SC, 29020

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.
2505 Taylor Rd
Cayce, SC, 29033

Kelley Y. Woody
Attorney for John Doe and Richard Roe
Post Office Box 6432
Columbia SC 29260-6432

CLERK OF COURT

Court Reporter: _____

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

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.
This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Case Caption: Gitsit Calvin et al Solutions Llc , plaintiff, et al VS Theodore Bowen Jr , defendant,

Case Number: 2025CP2800383

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

So Ordered s/William B. Cox, Jr.

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

ELECTRONICALLY FILED - 2025 Jul 17 2:35 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA COUNTY OF KERSHAW	IN THE COURT OF COMMON PLEAS C/A NO.: 2025-CP-28-00383
GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1, Plaintiff, vs. Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendants.	**ORDER OF REFERENCE** (Non-Jury) Foreclosure Of Real Estate Mortgage

ELECTRONICALLY FILED - 2025 Jul 17 2:35 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

IT APPEARING that the above entitled case is an action for the foreclosure of a real estate mortgage and, pursuant to Rule 53(b) SCRCP, may be referred to the Master in Equity in the above entitled county by Order of the Clerk of Court; and,

IT IS HEREBY ORDERED that this matter is referred to the Master in Equity for Kershaw County, to make his findings of fact and conclusions of law; to take testimony and to direct entry of final judgment in this action under Rule 53(b), SCRCP; to hear any issues, including motions, after sale or judgment including, but not limited to, the issuance of Supplemental Orders, Writs of Assistance and hearing of any issues involving possession and/or removal of property and appraisal proceedings under S.C. Code Ann. §29-3-680, et seq. (1976 SC Code of Laws, as amended). Any appeal from the final judgment entered by the Master in Equity shall be directly to the Supreme Court or Court of Appeals, as appropriate. Any judicial sale of the property subject to this action may be held on a day other than the regular judicial sale day; and

IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW

WE SO MOVE:

RILEY POPE & LANEY, LLC

s/ T. Lowndes Pope
T. Lowndes Pope, SC Bar #66507
2838 Devine Street
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

ELECTRONICALLY FILED - 2025 Jul 17 2:35 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Kershaw Common Pleas

Case Caption: Gitsit Solutions Llc , plaintiff, et al VS Calvin Theodore Bowen Jr , defendant, et al

Case Number: 2025CP2800383

Type: Order/Referred to Master or Special Referee

So Ordered

/Ginger Farmer, Kershaw County Clerk of Court
by: T. Jolly, Common Pleas Clerk

--- PAGE BREAK ---

ELECTRONICALLY FILED - 2025 Oct 31 7:55 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF KERSHAW	)	C/A 2025-CP-28-00383
GITSIT Solutions, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.)		
	)	ORDER ON RULE 60(B) MOTION
Calvin Theodore Bowen, Jr.,) individually and as Personal) Representative of the Estate of)		
Calvin T. Bowen, Sr., et al.	)	

This matter came before the court on a motion filed pursuant to Rule 60(b)(4), SCRCP by Laura Bowen, pro se, ("Movant") as an Interested Party and Family Descendant of Calvin Theodore Bowen, Sr., on October 30, 2025 at 11:54 a.m. in the office of the Clerk of Court for Kershaw County requesting that the Order of Foreclosure of this court issued October 10, 2025 be voided for lack of subject matter jurisdiction and material misrepresentation of fact and that the sale of the subject property at 1131 Brookgreen Court, Camden, SC set for November 3, 2025 be cancelled as a result.

Through its written motion, Movant has fully argued its position and the Court hereby orders that the Plaintiff submit its reply within ten (10) days of the filing of this order. Thereafter, having fully heard both sides, the court will render its final opinion. The court will not consider additional information related to the testimony submitted at the October 8, 2025 hearing as all Defendants had previously been held in default, proper notice of the hearing was given to the named parties and no party, other than the Plaintiff, appeared at the hearing.

It is therefore Ordered that the sale of the property located at 1131 Brookgreen Court, Camden, SC 29020 scheduled for November 3, 2025 shall be suspended until further order of this court.

AND IT IS SO ORDERED!

ELECTRONICALLY FILED - 2025 Oct 31 7:55 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Kershaw Common Pleas

Case Caption: Gitsit Solutions Llc , plaintiff, et al VS Calvin Theodore Bowen Jr , defendant, et al

Case Number: 2025CP2800383

Type: Master/Order/Other

So Ordered

s/William B. Cox, Jr.

ELECTRONICALLY FILED - 2025 Nov 05 3:49 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF KERSHAW	)	C/A 2025-CP-28-00383
GITSIT Solutions, LLC,	)	
	)	
Plaintiff,	)	
	)	

v.

Calvin Theodore Bowen, Jr.,) individually and as
Personal) Representative of the Estate of
) Calvin T. Bowen, Sr., et al.)

) ORDER ON RULE 60(B) MOTION

This matter came before the Court on a motion filed pursuant to Rule 60(b)(4), SCRCP by Laura Bowen, pro se, ("Movant") as an Interested Party and Family Descendant of Calvin Theodore Bowen, Sr., on October 30, 2025 in the office of the Clerk of Court for Kershaw County requesting that the Order of Foreclosure of this Court issued October 10, 2025 be voided for lack of subject matter jurisdiction and material misrepresentation of fact and also requesting that the sale of the subject property at 1131 Brookgreen Court, Camden, SC set for November 3, 2025 be cancelled as a result. Out of an abundance of caution and equity while knowing that a reprieve to gather more information would not overly prejudice either party, by Order of this Court, the sale was postponed until the Plaintiff could submit a reply to the motion. Plaintiff's reply was filed October 31, 2025.

As set forth in detail below, the Court DENIES the Movant's motion in all aspects and authorizes the sale of the property at the December, 2025 sales day.

ELECTRONICALLY FILED - 2025 Nov 05 3:49 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

No parties named as Defendants or anyone else claiming to be interested parties by through or under the estate of the deceased Defendants ever appeared or answered the Complaint of the Plaintiff, except for the Guardian ad Litem, and all Defendants were held in default.

The Court has thoroughly reviewed the submissions of the parties and neither party disputes the filing of two mortgages in the office of the Kershaw County ROD given by Alma T. Bowen and Carl T. Bowen, Sr. to secure a loan from Reverse Mortgage USA, Inc., on August 21, 2012. The first mortgage was recorded in Book 2981 at page 220 and the second mortgage was recorded in Book 2981 at page 233, presumably to prevent the Borrowers from further encumbering the remaining equity in the property. The Movant alleges that the filing of the satisfaction of the second mortgage satisfies the debt owed and secured by the remaining first mortgage. Following the death of both Borrowers, the second mortgage was satisfied of record but the first mortgage remained open of record, due to the fact that debt remained on the original note. As a result of the mortgages being filed in Kershaw County and the matter having been referred to this Court pursuant to an Order of Reference, this Court properly has subject matter jurisdiction over this matter.

Pursuant to SC Code Section 14-11-110, the Plaintiff properly presented written testimony after having provided notice of the intent to do so in its Notice of Hearing and no party objected to such testimony or appeared at the hearing. I find that the sworn submitted testimony provided by the Plaintiff's Foreclosure Specialist at the hearing is appropriate and binding on the Defendants. I find that there was no material misrepresentation in the submission of the written testimony.

Based on the testimony of the Foreclosure Specialist, I find that the satisfaction of the second mortgage did not equate to a satisfaction of the underlying original note debt nor was it filed as a result of payment in full of the underlying debt and therefore the foreclosure of the note and first mortgage following the death of the second borrower was appropriate.

Pursuant to Rule 60(b), SCRCP, I find that the Movant has no standing to bring this motion due to the fact that she is neither the Borrower nor the legal representative of the Borrower. Further, even if she did have some standing, she failed to Answer the Complaint or appear in any way in the matter prior to the issuance of the final Order of this Court and is not entitled to have the final Order overturned or dismissed.

The Plaintiff is authorized to submit, following the sale, a Petition for additional costs and attorney fees, to be reviewed by the Court, for the filing of its reply to this motion to be awarded from any surplus funds.

AND IT IS SO ORDERED!

ELECTRONICALLY FILED - 2025 Nov 05 3:49 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

ELECTRONICALLY FILED - 2025 Nov 05 3:49 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Kershaw Common Pleas

Case Caption:	Gitsit Solutions Llc , plaintiff, et al VS Calvin Theodore Bowen Jr , defendant, et al
Case Number:	2025CP2800383
Type:	Master/Order/Other

So Ordered

s/William B. Cox, Jr.

Electronically signed on 2025-11-05 15:40:54 page 4 of 4

PLEADINGS

Summons and Notice

Foreclosure of Real Estate Mortgage

Emergency Motion to Stay and Vacate (Rule 60(b)(4)

Plaintiff's Reply and Opposition to Motion to Stay and
to Vacate Foreclosure Judgment and Sale

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF KERSHAW	C/A NO.: 2025-CP-28-
GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1, Plaintiff, vs. Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendants.	**SUMMONS AND NOTICE**

(File No. 4051.00325)

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 2838 Devine Street, Columbia, South Carolina 29205, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Plaintiff.

YOU WILL ALSO TAKE NOTICE that should you fail to answer the foregoing Summons, the Plaintiff will move for a general Order of Reference of this cause to the Masterin-Equity or a Special Referee for the aforesaid County, which Order shall, pursuant to Rule 53, SCRCP, specifically provide that the said Master or Special Referee is authorized and empowered, to enter a final judgment in this case and any appeal from the final judgment entered herein to be made directly to the Supreme Court.

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. §29-3100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative Plaintiff will move before a Judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage which is the subject of this action and the Complaint attached hereto.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION GAINED WILL BE USED FOR THAT PURPOSE. RILEY POPE & LANEY, LLC

s/ Heidi B. Carey
Heidi B. Carey, SC Bar #7020

2838 Devine Street
Columbia, South Carolina 29205

(803) 799-9993
Attorneys for Plaintiff

April 21, 2025 Columbia, South Carolina

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA COUNTY OF KERSHAW IN	THE COURT OF COMMON PLEAS C/A NO.: 2025-CP-28-
GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1, Plaintiff, vs. Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendants.	

(File No. 4051.00325)

COMPLAINT

FOR A FIRST CAUSE OF ACTION
Reformation

FOR A SECOND CAUSE OF ACTION

Foreclosure of Real Estate Mortgage

(Non-Jury)

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

The Plaintiff above-named, complaining of the Defendants above named, herein alleges:

GENERAL ALLEGATIONS

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

2. The Plaintiff is a corporation or other legal entity duly organized and existing under and by virtue of the laws of one of the States of The United States of America and is authorized to transact business in the State of South Carolina.

3. The Plaintiff is holder of or otherwise entitled to enforce the Note and Mortgage described hereafter and that are the subject of this action.

4. Some lien on or right, title, or interest in the real estate, the subject of this action, may be claimed by the Defendants herein.

5. Based upon a search of the public records of Kershaw County, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of the Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made Defendants.

6. The Defendants herein described, if any, as judgment creditors, have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of S.C. Code Ann. §15-35-840.

7. On or about August 21, 2012, Alma T. Bowen and Calvin T. Bowen Sr. made, executed and delivered unto Reverse Mortgage USA, Inc. a certain Home Equity Conversion Note ("Note") in the maximum amount of One Hundred Two Thousand Seven Hundred Fifty and 00/100 ($102,750.00) Dollars, with an interest rate of 5.060% per annum, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Alma T. Bowen and Calvin T. Bowen Sr. made, executed and delivered unto Reverse Mortgage USA, Inc. a certain real estate mortgage ("Mortgage") covering the following described property (the "Property"):

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Camden, County of Kershaw, State of South Carolina, in subdivision known as Burndale, and designated as Lot 8 of Block B on plat of same, recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 16, at Page 7. Said lot fronts eastward on Brookgreen Court a distance of seventy five (75') feet and extends back westwardly therefrom on the northern boundary a distance of one hundred forty

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

nine and 7/10 (149.7') feet, as shown on a plat prepared by A.B. Boykin, surveyor, dated June 20, 1952. Said lot is bounded on the north by Lot #9 of said subdivision; east by Brookgreen Court (a street); south by Lot #7; and west by Lot #16. This lot is also shown on individual plat prepared by S. Tetterton, R.L.S., dated October 18, 1954, and recorded in the Office of Clerk of Court for Kershaw County in Plat Book 20, at Page 59.

This is the same property conveyed to Calvin T. Bowen, Sr. and Alma T. Bowen by Deed of Sidney S. Locke, dated January 3, 1978, recorded January 3, 1978 in Deed Book IJ at page 1811 in the Office of the Register of Deeds for Kershaw County.

9. The Mortgage was signed, witnessed and probated; thereafter the Mortgage was recorded in the public records of Kershaw County on September 6, 2012, in Book 2981 at Page 220. Thereafter, by assignment recorded on November 26, 2012 in Book 3014 at Page 274, the mortgage was assigned to Reverse Mortgage Solutions, Inc.; thereafter by assignment recorded on July 6, 2018 Book 3883 at Page 207, the mortgage was assigned to Secretary of Housing and Urban Development; thereafter by assignment recorded on February 14, 2025 in Book 5302 at Page 151, the mortgage was assigned to Artimus V, LLC; thereafter by assignment recorded on February 14, 2025 in Book 5302 at Page 152, the mortgage was assigned to GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1. A copy of the Plaintiff's Mortgage and Assignments are collectively attached hereto as Exhibit "B" and made a part hereof by reference.

10. According to the public records of Kershaw County, the Property is identified by the Kershaw County Tax Assessor as TMS No. C285-06-00-065 with an address of 1131 Brookgreen Court, Camden, SC 29020.

11. The Mortgage evidences and secures the repayment of money advanced by the Plaintiff, or its predecessor in interest, to, or on behalf of, the mortgagors and constitutes a first mortgage lien on the Property.

12. Thereafter, Alma T. Bowen died intestate on September 12, 2019, leaving the Property Calvin T. Bowen, Sr. by right of survivorship deed.

13. Thereafter, Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr. died intestate on November 19, 2021, leaving the Property to his heirs at law, namely, Calvin Theodore Bowen, Jr. and

Ronald J. Bowen, as is more fully preserved in the Probate Records for Kershaw County, in Case No.: 2022-ES-28-00022; that the Defendants, Calvin Theodore Bowen, Jr. and Ronald J. Bowen,

are the owners and holders of record title to the Property as of the date of the filing of the Notice of Pendency to this action.

14. Calvin Theodore Bowen, Jr., as the Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., is a Defendant in this action in such fiduciary capacity as representative of any person or entity that may be a creditor or claimant against such Estate, and by virtue of the powers granted by decedent's Will or by statute.

15. Calvin Theodore Bowen, Jr. and Ronald J. Bowen, and any unknown heirs or devisees of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., including any persons who may be in the military service of the United States of America, being a class designated as John Doe, and any unknown minors or persons under a disability being a class designated as Richard Roe are Defendants in this action by virtue of any interest claimed under the law of intestate succession (S.C. Code §62-2-109) or under decedent's Will.

16. The hereinafter named Defendants may have some interest in or lien upon the property which is the subject of this action by virtue of the matter and issues herein below alleged. In the event there is a surplus from the foreclosure sale of the subject property, the validity, priority and amount of such lien or claim will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c) SCRCP. These liens or interests are described as follows:

Ascension Point Recovery Services, LLC on behalf of Crown Asset Management, LLC by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $2,902.39. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

Safe Federal Credit Union by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $13,014.46. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

Safe Federal Credit Union by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $888.10. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

Bank of America, N.A. by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $5,940.11. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Ascension Point Recovery Services, LLC on behalf of Citibank, N.A. by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $3,372.44. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

Kershaw County EMS by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $250.00. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

Safe Federal Credit Union by virtue of a mortgage given by Calvin T. Bowen, Sr. and Alma T. Bowen to Safe Federal Credit Union on May 12, 2003 in the original sum of $51,800.00 and filed on May 20, 2003 in Mortgage Book 1353 at Page 138. This mortgage is still open and un-satisfied of record as of the date of filing of the Lis Pendens to this action. Plaintiff is informed and believes that this mortgage has been paid in full as evidenced by the Title Policy issued by Fidelity National Title Insurance Company insuring that, following closing, Plaintiff's mortgage would be a first lien against the Property, without exceptions. Plaintiff prays that the Court make a finding that this mortgage is paid in full and issue its order satisfying this lien of record.

FOR A FIRST CAUSE OF ACTION
(Reformation)

17. The Plaintiff incorporates the allegations of the preceding Paragraphs as if repeated verbatim.

18. Upon review of the loan origination documentation, and the deed and surveys of record, the Plaintiff is informed and believes that due to inadvertence or error, the legal description contained in the Mortgage (the "legal description") contains an incorrect reference to the measurement of the northern boundary line and excludes the reference to the western boundary line.

19. The Plaintiff is informed and believes that it is entitled to an Order reforming the legal description to include the correct reference to the northern boundary line being a distance of One Hundred Fifty One and 5/10 (151.5') feet and include the reference to the western boundary line a distance of Seventy Five (75') feet.

20. The legal description should read as follows:

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Camden, County of Kershaw, State of South Carolina, in subdivision known as Burndale, and designated as Lot 8 of Block B on plat of same, recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 16, at Page 7. Said lot fronts eastward on Brookgreen Court a distance of seventy five (75') feet and extends back westwardly therefrom on the northern boundary a distance of One Hundred Fifty One and 5/10 (151.5') feet, on the western boundary line a distance of Seventy Five (75') feet, and on the southern boundary a distance of One Hundred Forty Nine and 7/10 (147.7') feet; , as shown on a plat prepared by A.B. Boykin, surveyor, dated June 20, 1952. Said lot is bounded on the north by Lot #9 of said subdivision; east by Brookgreen Court (a street); south by Lot #7; and west by Lot #16. This lot is also shown on individual plat prepared by S. Tetterton, R.L.S., dated October 18, 1954, and recorded in the Office of Clerk of Court for Kershaw County in Plat Book 20, at Page 59.

FOR A SECOND CAUSE OF ACTION
(Foreclosure of Mortgage)

21. The Plaintiff incorporates the allegations of the preceding Paragraphs as if repeated verbatim.

22. The Mortgage is in default because the borrower is deceased, and the home is not the principal residence of any surviving borrower.

23. With regard to the Note and/or Mortgage which are the subject matter of this suit, Plaintiff and its attorney have provided all applicable notices and rights to cure as required and otherwise have complied with all applicable Federal, State, and local statutes, laws, rules, regulations, orders or other government directives.

24. The principal and interest which became due on November 19, 2021 have not been paid although demand for the payment thereof has been made and the Plaintiff, as the holder of the Note and Mortgage, elects to and does declare the entire balance of said principal and interest due and payable at once, and that there is now due and owing and unpaid upon the said Note and Mortgage the sum of One Hundred Nine Thousand Eight Hundred Forty Six and 84/100 ($109,846.84) Dollars as of November 19, 2021, with a current interest rate of 5.0600% per annum from October 19, 2021, together with reasonable attorney's fees and the costs and disbursements of this action, plus all moneys, if any, advanced by the Plaintiff under the terms of the Note and Mortgage for the payment of ad valorem taxes and/or insurance premiums, property maintenance, and securing thereof or otherwise.

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

25. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action, and under the terms of the Note and Mortgage, Plaintiff's counsel is entitled to reasonable attorney's fees and costs of this action.

26. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the Property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

27. Plaintiff's right to a personal or deficiency judgment pursuant to S.C. Code Ann. §29-3-650 and §29-3-660 is expressly waived.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters as set forth herein and:

(1) Issue its Order reforming the legal description to include the correct reference to the northern boundary line being a distance of One Hundred Fifty One and 5/10 (151.5') feet and include the reference to the western boundary line a distance of Seventy Five (75') feet..

(2) Determine that the following Defendant has no interest in the Property which is the subject of this action:

Safe Federal Credit Union

(3) Ascertain and determine the amount due upon the Note and Mortgage held or being enforced by Plaintiff together with attorney's fees and costs of this action.

(4) Declare Plaintiff's Mortgage a first mortgage lien on the Property, and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees, the costs of maintaining the Property or securing and inspecting the Property, if any, incurred as a result of this delinquency, and for the costs of this action.

(5) If necessary, appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagors, and/or the grantee(s) of the mortgagors, and/or tenant(s) occupying or exercising control over the Property and hold the same subject to the further order of this Court.

(6) Sell the Property, bar any equity of redemption, and apply the proceeds of sale as follows:

First, to the costs and expenses of the within action and sale;

Second, to the payment and discharge of the amount due on the Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, SCRCP.

(7) Issue an order directing the Sheriff of Kershaw County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the Property should the same become necessary.

(8) Order such other and further relief as may be just and proper.

RILEY POPE & LANEY, LLC

s/ Heidi B. Carey
Heidi B. Carey, SC Bar #7020
2838 Devine Street
Columbia, South Carolina 29205
(803) 799-9993

Attorneys for Plaintiff April 21, 2025
Columbia, South Carolina

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA)
COUNTY OF Kershaw)

IN THE COURT OF COMMON PLEAS
___JUDICIAL CIRCUIT

CASE NO.: 2025-CP-28-00383

GITSIT Solutions LLC
Plaintiff,
vs.
Calvin T. Bowers Sr, Estate of Calvin T Bowers SR; Ronald J Bowers et al
Defendant.

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

FILED FOR RECORD
2025 OCT 30 AM 11:54
GINGER H. FAUCHE
CLERK OF COURT
KERSHAW COUNTY, SC

Plaintiff's Attorney:	Defendant's Attorney:
_____, Bar No. _____	_____, Bar No. _____
Address:	Address:
Phone: _____ Fax _____	Phone: _____ Fax _____
E-mail: Other:	E-mail: Other:

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: _____
Estimated Time Needed: _____ Court Reporter Needed: ☐ YES/☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached
☐ Form Motion/Order
I hereby move for relief or action by the court as set forth in the attached proposed order.

_____ _____, 20___
Signature of Attorney for ☐ Plaintiff /☐ Defendant Date submitted

SECTION III: Motion Fee

☐ PAID – AMOUNT: $ 25.00
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE CODE _____
Date: _____, 20

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____, 20___

☒ MOTION FEE COLLECTED: $ 25.00
☐ CONTESTED – AMOUNT DUE: $

SCCA 233 (11/2003)

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

FILED FOR RECORD
2025 OCT 30 AM 11:54
GINGER FLEMING
CLERK OF COURT
KERSHAW COUNTY, SC

C.A. No. 2025-CP-28-00383

GITSIT Solutions, LLC,
not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1,
Plaintiff,

v.

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen; and others,
Defendants.

****DEFENDANTS' EMERGENCY MOTION TO STAY AND TO VACATE FORECLOSURE JUDGMENT AND SALE****
Rule 60(b)(4), South Carolina Rules of Civil Procedure – Void Judgment

Case No. 2025-CP-28-00383

Property: 1131 Brookgreen Court, Camden SC 29020

TMS No.: C285-06-00-065

COMES NOW Laura Bowen, appearing pro se and as an interested relative and family descendant of the late Calvin Theodore Bowen, Sr. and Alma T. Bowen, and respectfully moves this Honorable Court, pursuant to Rule 60(b)(4) of the South Carolina Rules of Civil Procedure, to stay and vacate the foreclosure judgment and pending sale regarding the real property located at 1131 Brookgreen Court, Camden, SC 29020 (TMS C285-06-00-065) thereby bringing this motion to protect the integrity of the record, prevent unlawful sale of family property, and ensure the Court's orders conform to law and jurisdictional limits.

I. RELIEF SOUGHT

1. That this Court declare the Judgment of Foreclosure and Sale entered October 10, 2025, void ab initio for lack of subject-matter jurisdiction and for material misrepresentation of fact.

2. That enforcement of said judgment be immediately stayed pending full judicial review.

3. That all acts, filings, and notices predicated upon the void judgment—including the Notice of Sale set for November 3, 2025—be declared of no legal effect.

II. PROCEDURAL HISTORY

• August 21, 2012 – Reverse Mortgage executed by Calvin T. Bowen Sr. and Alma T. Bowen (KC ROD Book 2981 p. 220).

• February 7, 2025 – Mortgage fully satisfied by HUD (KC ROD Book 5302 p. 153) (Exhibit A).

• February 7, 2025 – Assignments to Artimus V LLC and GITSIT Solutions LLC (KC ROD Book 5302 p. 151 &152) (Exhibits C & D), purporting to transfer an extinguished lien.

• April 21, 2025 – Foreclosure Complaint filed by Riley Pope & Laney LLC (Exhibit E).

• October 8, 2025 – Hearing held before the Master in Equity without witness testimony (Exhibit F).

• October 10, 2025 – Master's Order of Judgment and Sale Decree entered (Exhibit G).

• October 10, 2025 – Notice of Sale published scheduling auction for November 3, 2025 (Exhibit I).

III. STATEMENT OF FACTS

1. The 2012 Secretary of Housing and Urban Development reverse mortgage was a non-recourse loan repayable through property equity at the borrower's death.

2. The Secretary of Housing and Urban Development, through its attorney-in-fact Artimus V, LLC, executed and recorded a Satisfaction of Mortgage on February 14, 2025 (KC ROD Book 5302 p. 153), fully releasing all rights and liens of record—extinguishing the underlying debt and divesting this Court of jurisdiction. (Exhibit A)

3. Despite that public discharge, Riley Pope & Laney LLC, on behalf of GITSIT

Solutions LLC, filed on April 21, 2025, a foreclosure complaint asserting default and omits reference to the Satisfaction of Mortgage (Exhibit A) filed on February 14, 2025. The Assignments (Exhibits C & D) show the alleged transfer occurred after payoff—thus void on its face.

4. At the October 8, 2025, hearing, no witnesses appeared and no admissible evidence of debt was presented. The record relied solely on a California-notarized Affidavit of Debt executed by a "Foreclosure Specialist" with no personal knowledge (Exhibit H).

5. The Affidavit of Debt (Exhibit H) contains material misstatements and omissions contradicting the Secretary of Housing and Urban Development Satisfaction, thereby misleading the Court into entering judgment on a discharged debt.

6. Even if the Plaintiff or its assigns contend that the Secretary of Housing and Urban Development Satisfaction reflected a reassignment or transfer rather than a payoff, the document itself is titled "Satisfaction of Mortgage" and expressly releases the lien of record. Under South Carolina law, a satisfaction operates as a discharge of debt regardless of any internal servicing transaction, and any subsequent assignment would therefore be without legal effect.

7. The Master's Order (Exhibit G) repeats the Complaint verbatim and omits reference to the Satisfaction, resulting in a judgment entered on incomplete and inaccurate information.

8. Property taxes are current (Exhibit J), confirming continuing ownership and good standing.

IV. ARGUMENT AND AUTHORITIES

A. Judgment Void for Lack of Subject-Matter Jurisdiction

The court lacks jurisdiction to enforce a mortgage once the debt has been satisfied of record. See Rule 60(b)(4), SCRCP; Bank of N.Y. Mellon v. Brantley (S.C. Ct. App. 2020). The Satisfaction recorded February 14, 2025 (Exhibit A) predates the Complaint, rendering the foreclosure action void ab initio. Even assuming arguendo that the February 2025 filings reflected an internal transfer among servicers, the recorded Satisfaction remains controlling and extinguishes the lien as a matter of law, depriving this Court of jurisdiction to enforce it.

B. Plaintiff Lacked Standing

Assignments recorded after satisfaction convey no enforceable interest. Plaintiff's filings therefore relied on an invalid and extinguished lien, depriving it of standing to foreclose.

C. Affidavit of Debt Contained Material Misrepresentations

The Affidavit of Debt (Exhibit H) includes figures and statements inconsistent with HUD's Satisfaction. These inaccuracies misrepresented the existence of a continuing debt and misled the Court into entering judgment on a loan already discharged.

D. Due-Process Violation
The record of hearing (Exhibit H) confirms that no sworn testimony or documentary foundation was presented to substantiate any claim of debt, thereby violating fundamental due-process protections.

E. Equitable Relief Required
The Notice of Sale (Exhibit I) schedules auction for November 3 2025. Without a stay, the property could be sold based on a void and misinformed judgment, causing irreparable harm and title confusion.

V. PRAYER FOR RELIEF

WHEREFORE, Laura Bowen, Pro Se Interested Party and Family Descendant, respectfully requests that this Honorable Court:

1. Vacate the Judgment of Foreclosure and Sale entered October 10, 2025, as void ab initio.

2. Stay immediately the foreclosure sale scheduled for November 3, 2025.

3. Declare all filings and notices based upon the void judgment to be null and void.

4. Grant such other and further relief as this Court deems just and proper to remedy the misstatements and procedural defects identified herein.

A Proposed Order consistent with the relief requested herein is attached for the Court's convenience.

Respectfully submitted this 30 day of October, 2025.

Laura Bowen, Pro Se
Interested Party / Family Descendant
1262 Wood Duck Road
Camden, SC 29020
Email: Bowenlab78@gmail.com
Phone: 803-427-2994

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing Rule 60(b)(4) Motion to Stay and Vacate Foreclosure Judgment and Sale upon counsel for Plaintiff by hand delivery to:

Riley Pope & Laney LLC
2838 Devine Street
Columbia, SC 29205

Dated this ____ day of _____, 2025.

_____
Laura Bowen, Pro Se

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

IN THE COURT OF COMMON PLEAS

C.A. No. 2025-CP-28-00383

GITSIT Solutions, LLC,
not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1,
Plaintiff,

v.

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen; and others,
Defendants.

PROPOSED ORDER GRANTING MOTION TO STAY AND VACATE FORECLOSURE JUDGMENT AND SALE
PURSUANT TO RULE 60(b)(4), SCRCP

This matter comes before the Court upon the Motion of Laura Bowen, appearing pro se as an Interested Party and Family Descendant of the late Calvin Theodore Bowen, Sr., seeking relief under Rule 60(b)(4), South Carolina Rules of Civil Procedure, to stay and vacate the foreclosure judgment and sale entered in the above-captioned case.

FINDINGS OF FACT

1. The subject property is located at 1131 Brookgreen Court, Camden, South Carolina (TMS C285-06-00-065).

2. The record reflects that a Satisfaction of Mortgage was recorded by the U.S. Department of Housing and Urban Development (HUD) on February 14, 2025, prior to the filing of this foreclosure action.

3. The foreclosure judgment entered October 10, 2025, was based on filings that omitted or failed to disclose the recorded Satisfaction, and therefore relied upon materially inaccurate information.

4. The Court finds that Plaintiff's filings were predicated upon an extinguished debt and that the Court lacked subject-matter jurisdiction to enter the foreclosure judgment.

5. The Court further finds that no sworn witness testimony or admissible evidence of indebtedness was presented at the October 8, 2025 hearing.

6. Even if the Plaintiff contends that the Satisfaction reflected a reassignment or transfer rather than a payoff, the document itself is titled "Satisfaction of Mortgage" and expressly releases the lien of record. Under South Carolina law, such a satisfaction operates as a discharge of debt regardless of any internal transaction, and any subsequent assignment would therefore be without legal effect.

7. The Notice of Sale issued thereafter was based upon a judgment void ab initio and must be set aside to prevent irreparable harm and preserve due process.

CONCLUSIONS OF LAW

1. Pursuant to Rule 60(b)(4), SCRCP, a judgment entered without jurisdiction or based on materially false representations of fact is void and may be vacated at any time.

2. The Satisfaction of Mortgage filed February 14, 2025, extinguished the lien, depriving the Court of jurisdiction to adjudicate foreclosure.

3. Because the foreclosure action was instituted after satisfaction, all subsequent proceedings, orders, and notices are void and without legal effect.

4. Good cause exists to stay all proceedings and vacate the foreclosure judgment and sale to prevent further injury and confusion of title.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that:

1. The Judgment of Foreclosure and Sale entered October 10, 2025, is hereby VACATED as void ab initio;

2. The foreclosure sale scheduled for November 3, 2025, is hereby STAYED and CANCELLED;

3. The Notice of Sale and any subsequent filings related thereto are declared null and void;

4. The Clerk of Court and Master in Equity shall make notation in the docket reflecting that the judgment and sale have been vacated;

5. This matter is remanded for any further proceedings consistent with this Order; and

6. Such other and further relief as the Court deems just and proper is hereby GRANTED.

AND IT IS SO ORDERED.

_____
Master in Equity / Presiding Judge
Kershaw County, South Carolina

Dated: _____

Submitted for the Court's convenience by:

_____
Laura Bowen, Pro Se
Interested Party / Family Descendant
1262 Wood Duck Road
Camden, SC 29020
Email: Bowenlab78@gmail.com
Phone: 803-427-2994

EXHIBIT A

Case No. 2025-CP-28-00383

Certified Satisfaction of Mortgage

(Book 5302 Page 153)

Property: 1131 Brookgreen Court, Camden SC 29020 (TMS C285-06-00-065)

2025 - 1175
Electronic Filing
From: Simplifile
Thru: ERX

Instrument Book Volume Page
2025 - 1175 OR 5302 153
SATISFACTIO

2025 - 1175
Filed for Record in
KERSHAW COUNTY, SC
BILLIE MCLEOD, REGISTER
02/14/2025 09:25:24 AM
SATISFACTIO $10.00
Bk OR Vol 5302 Page 153 - 153

Recording Requested By:
GITSIT SOLUTIONS LLC

When Recorded Mail To:
GITSIT SOLUTIONS LLC
333 SOUTH ANITA DRIVE
ORANGE, CA, 92868

Loan #: 481-560455-R

SATISFACTION

SC/KERSHAW

KNOW ALL BY THESE PRESENTS that THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT whose address is 451 7th Street, S.W., Washington, DC, 20410 holder of a certain Mortgage, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby release and discharge said Mortgage, recorded in the County of KERSHAW, State of South Carolina.

Original Mortgagor: Anna T Bowen and Calvin T Bowen, for and during their joint lives and upon the death of either of them, then to the survivor of them
Original Mortgagee: The Secretary of Housing and Urban Development
Dated: 8/21/2012 Recorded: 8/2/2012, Instrument #: 201200008491, Book: 2581, Page: 233

IN WITNESS WHEREOF, by the officer duly authorized, the undersigned has duly executed as a free act and deed the foregoing instrument:

THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT by its attorney in fact ARTIMUS V, LLC

On: 2-7-2025

By:
Name: Jeremy Brantner
Title: Authorized Agent

By: _____ By: _____

Witness: Onel Rabaza Witness: Barbara Perdomo

State of FLORIDA
County of MIAMI-DADE

On 2-7-2025, before me, ESLEAN SOTOLONGO, a Notary Public in and for MIAMI-DADE County in the State of FLORIDA, personally appeared Jeremy Brantner, Authorized Agent, THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT by its attorney in fact ARTIMUS V, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me by means of ☒ physical presence or ☐ online notarization, that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ESLEAN SOTOLONGO
Notary Public - State of Florida
Commission # HH 315716
My Comm. Expires Jan 11, 2028
Bonded through National Notary Assn.

ESLEAN SOTOLONGO
Notary Public - State of Florida
Commission # HH 315716

2025 - 1175
Simplifile

ATTEST True, Correct & Certified Copy of Original on File in this Office.

Register of Deeds Kershaw County

EXHIBIT B

Case No. 2025-CP-28-00383

2012 Reverse Mortgage Deed

(Book 2981 Page 220)

Property: 1131 Brookgreen Court, Camden SC 29020 (TMS C285-06-00-065)

Instrument 201200006490 OR | Volume 2981 | Page 220

201200006490
Filed for Record in
KERSHAW COUNTY SC
BILLIE RELEOD, REGISTER
09-06-2012 At 11:10:30 am.
MORTGAGE 19.00
OR Volume 2981 Page 220 - 232

Record and Return to: Reverse Mortgage USA, Inc.
6500 River Place Blvd, Building 1, Ste 425
Austin, TX 78730
Suzy Kerr

After Recording Return to:
Madison Settlement Services
300 Frederick Street Ste. 5
Hanover, PA 17331
MH 47458

(1)

[Space Above This Line For Recording Data]

State of SOUTH CAROLINA

FHA Case No. 461-5604555-951
Loan No. 2012016632

FIXED RATE
HOME EQUITY CONVERSION MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 21, 2012. The mortgagor is Alma T Bowen and Calvin T Bowen, For and During their Joint Lives and Upon the Death of Either of Them, Then to the Survivor of Them, whose address is 1131 Brookgreen Court, Camden, South Carolina 29020 ("Borrower"). This Security Instrument is given to Reverse Mortgage USA, Inc., which is organized and existing under the laws of United States of America, and whose address is 6500 River Place Blvd, Building 1, Ste 425, Austin, TX 78730("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Fixed-Rate Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a fixed rate (interest), and all renewals, extensions and modifications of the Note; (b) and all future advances made under the Loan Agreement and the Note or as provided hereunder, including the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument up to a maximum principal amount of One Hundred Two Thousand, Seven Hundred Fifty Dollars and Zero Cents (U.S. $102,750.00) plus interest thereon, attorneys' fees and court costs, which interest may be deferred, accrued, or capitalized, subject to such greater amounts as may be permitted by S.C. Code Ann. § 29-4-40 (1976) as amended; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on December 11, 2085. For this purpose, Borrower does hereby mortgage, grant, convey, bargain, sell, alien, remise, release, assign, transfer, hypothecate, pledge, deliver, set over, warrant, confirm and grant a security interest to Lender and Lender's successors and assigns, in and to the following described property located in KERSHAW County, SOUTH CAROLINA:

See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes

C.T.B.
A.T.B.

EXHIBIT C

Case No. 2025-CP-28-00383 .

Assignment of Mortgage to Artimus V LLC

Property: 1131 Brookgreen Court, Camden SC 29020 (TMS C285-06-00-065)

2025 - 1173
Electronic Filing
From: Simplifile
Thru: ERX

Instrument	Book	Volume	Page
2025 - 1173	OR	5302	151
MTG ASSN			

Recording Requested By:
GITSIT SOLUTIONS LLC

When Recorded Mail To:
GITSIT SOLUTIONS LLC
333 SOUTH ANITA DRIVE
ORANGE, CA, 92868

2025 - 1173
Filed for Record In
KERSHAW COUNTY, SC
BILLIE MCLEOD, REGISTER
02/14/2025 09:25:24 AM
MTG ASSN $10.00
Bk OR Vol 5302 Page 151 - 151

Loan #: 461-580455

CORPORATE ASSIGNMENT OF MORTGAGE

SC/KERSHAW

Assignment Prepared on: February 07, 2025

Assignor: THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT , at 451 7th Street, S.W., Washington, DC, 20410

Assignee: ARTIMUS V, LLC, at 2048 Treasure Coast Plaza Suite A-370, VERO BEACH, FL, 32960

For value received, the Assignor does hereby grant, sell, assign, transfer and convey, unto the above-named Assignee all interest under that certain Mortgage Dated: 8/21/2012, in the amount of $102,700.00, executed by Alma T Bowen and Calvin T Bowen, for and during their joint lives and upon the death of either of them, then to the survivor of them to REVERSE MORTGAGE USA, INC. and Recorded: 8/8/2012, Instrument #: 201200006490, Book: 2361, Page: 220 in the County of KERSHAW, State of South Carolina.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT by its attorney in fact ARTIMUS V, LLC

On: 2-7-2025

By: _____
Name: Jeremy Brantner
Title: Authorized Agent

By: _____
Witness: Owel Rabaza

By: _____
Witness: Barbara Perdomo

State of FLORIDA
County of MIAMI-DADE

On 2-7-2025, before me, ESLOAN SOTOLONGO, a Notary Public in and for MIAMI-DADE County in the State of FLORIDA, personally appeared Jeremy Brantner, Authorized Agent, THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT by its attorney in fact ARTIMUS V, LLC
, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me by means of _X_ physical presence or _____ online notarization, that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

_____
ESLOAN SOTOLONGO
Notary Expires: 6/13/2028 / #: HH536718

ESLOAN SOTOLONGO
Notary Public - State of Florida
Commission # HH 536718
My Comm. Expires Jun 13, 2028
Bonded through National Notary Assn.

2025 - 1173
Simplifile

ATTEST True, Correct & Certified Copy of Original on File in this Office.

Kelli Gray
Register of Deeds Kershaw County

EXHIBIT D

Case No. 2025-CP-28-00383

Assignment of Mortgage to GITSIT Solutions LLC

Property: 1131 Brookgreen Court, Camden SC 29020 (TMS C285-06-00-065)

2025 - 1174
Electronic Filing
From: Simplifile
Thru: ERX

Instrument	Book	Volume	Page
2025 - 1174	OR	5302	152
MTG ASSN			

Recording Requested By:
GITSIT SOLUTIONS LLC

When Recorded Mail To:
GITSIT SOLUTIONS LLC
333 SOUTH ANITA DRIVE
ORANGE, CA, 92868

2025 - 1174
Filed for Record In
KERSHAW COUNTY, SC
BILLIE MCLEOD, REGISTER
02/14/2025 09:25:24 AM
MTG ASSN $10.00
Bk OR Vol 5302 Page 152 - 152

Loan #: 461-560455

CORPORATE ASSIGNMENT OF MORTGAGE

SC/KERSHAW

Assignment Prepared on: February 07, 2025

Assignor: ARTIMUS V, LLC, at 2048 Treasure Coast Plaza Suite A-370, VERO BEACH, FL, 32960

Assignee: GITSIT SOLUTIONS, LLC, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS SEPARATE TRUSTEE OF GITSIT MORTGAGE LOAN TRUST BBPLC1, at 333 SOUTH ANITA DRIVE, SUITE 400, orange, CA, 92868

For value received, the Assignor does hereby grant, sell, assign, transfer and convey, unto the above-named Assignee all interest under that certain Mortgage Dated: 8/21/2012, in the amount of $102,750.00, executed by Alma T Bowen and Calvin T Bowen, for and during their joint lives and upon the death of either of them, then to the survivor of them to REVERSE MORTGAGE USA, INC. and Recorded: 9/6/2012, Instrument #: 201200016480, Book: 2981, Page: 220 in the County of KERSHAW, State of South Carolina.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

ARTIMUS V, LLC

On: 2-7-2025

By: _____

Name: Jeremy Brantner

Title: Authorized Agent

By: _____ By: _____

Witness: Orel Rabaza Witness: Barbara Perdomo

State of FLORIDA
County of MIAMI-DADE

On 2-7-2025 before me, ESLOAN SOTOLONGO, a Notary Public in and for MIAMI-DADE County in the State of FLORIDA, personally appeared Jeremy Brantner, Authorized Agent, ARTIMUS V, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me by means of X physical presence or ____ online notarization, that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

_____
ESLOAN SOTOLONGO
Notary Expires: 8/11/2027 # HH538718

ESLOAN SOTOLONGO
Notary Public - State of Florida
Commission # HH 538718
My Comm. Expires Aug 11, 2027
Bonded through National Notary Assn.

2025 - 1174
Simplifile

ATTEST True, Correct & Certified Copy of Original on File in this Office.

_____
Register of Deeds Kershaw County

EXHIBIT E

Case No. 2025-CP-28-00383

Foreclosure Complaint (2025-CP-28-00383)

Property: 1131 Brookgreen Court, Camden SC 29020 (TMS C285-06-00-065)

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA COUNTY OF KERSHAW GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1, Plaintiff, vs. Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendants.	IN THE COURT OF COMMON PLEAS C/A NO.: 2025-CP-28- **SUMMONS AND NOTICE**

(File No. 4051.00325)

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices, 2838 Devine Street, Columbia, South Carolina 29205, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

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TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Plaintiff.

YOU WILL ALSO TAKE NOTICE that should you fail to answer the foregoing Summons, the Plaintiff will move for a general Order of Reference of this cause to the Master-in-Equity or a Special Referee for the aforesaid County, which Order shall, pursuant to Rule 53, SCRCP, specifically provide that the said Master or Special Referee is authorized and empowered, to enter a final judgment in this case and any appeal from the final judgment entered herein to be made directly to the Supreme Court.

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. §29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the attached mortgage is perfected and Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative Plaintiff will move before a Judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original note and mortgage which is the subject of this action and the Complaint attached hereto.

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

RILEY POPE & LANEY, LLC

s/ Heidi B. Carey
Heidi B. Carey, SC Bar #7020
2838 Devine Street
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

April 21, 2025
Columbia, South Carolina

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STATE OF SOUTH CAROLINA COUNTY OF KERSHAW	IN THE COURT OF COMMON PLEAS C/A NO.: 2025-CP-28-
GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1, Plaintiff, vs. Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendants. (File No. 4051.00325)	**COMPLAINT** FOR A FIRST CAUSE OF ACTION Reformation FOR A SECOND CAUSE OF ACTION Foreclosure of Real Estate Mortgage (Non-Jury)

The Plaintiff above-named, complaining of the Defendants above named, herein alleges:

GENERAL ALLEGATIONS

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

2. The Plaintiff is a corporation or other legal entity duly organized and existing under and by virtue of the laws of one of the States of The United States of America and is authorized to transact business in the State of South Carolina.

3. The Plaintiff is holder of or otherwise entitled to enforce the Note and Mortgage described hereafter and that are the subject of this action.

4. Some lien on or right, title, or interest in the real estate, the subject of this action, may be claimed by the Defendants herein.

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

5. Based upon a search of the public records of Kershaw County, all persons or entities having an interest or lien or possible claim in or upon the mortgaged premises subordinate to the lien of the Plaintiff as of the date and time of the filing of the Lis Pendens herein have been made Defendants.

6. The Defendants herein described, if any, as judgment creditors, have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of S.C. Code Ann. §15-35-840.

7. On or about August 21, 2012, Alma T. Bowen and Calvin T. Bowen Sr. made, executed and delivered unto Reverse Mortgage USA, Inc. a certain Home Equity Conversion Note ("Note") in the maximum amount of One Hundred Two Thousand Seven Hundred Fifty and 00/100 ($102,750.00) Dollars, with an interest rate of 5.060% per annum, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Alma T. Bowen and Calvin T. Bowen Sr. made, executed and delivered unto Reverse Mortgage USA, Inc. a certain real estate mortgage ("Mortgage") covering the following described property (the "Property"):

> All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Camden, County of Kershaw, State of South Carolina, in subdivision known as Burndale, and designated as Lot 8 of Block B on plat of same, recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 16, at Page 7. Said lot fronts eastward on Brookgreen Court a distance of seventy five (75') feet and extends back westwardly therefrom on the northern boundary a distance of one hundred forty nine and 7/10 (149.7') feet, as shown on a plat prepared by A.B. Boykin, surveyor, dated June 20, 1952. Said lot is bounded on the north by Lot #9 of said subdivision; east by Brookgreen Court (a street); south by Lot #7; and west by Lot #16. This lot is also shown on individual plat prepared by S. Tetterton, R.L.S., dated October 18, 1954, and recorded in the Office of Clerk of Court for Kershaw County in Plat Book 20, at Page 59.
>
> This is the same property conveyed to Calvin T. Bowen, Sr. and Alma T. Bowen by Deed of Sidney S. Locke, dated January 3, 1978, recorded January 3, 1978 in Deed Book JJ at page 1811 in the Office of the Register of Deeds for Kershaw County.

9. The Mortgage was signed, witnessed and probated; thereafter the Mortgage was recorded in the public records of Kershaw County on September 6, 2012, in Book 2981 at Page 220. Thereafter, by assignment recorded on November 26, 2012 in Book 3014 at Page 274, the mortgage was assigned to Reverse Mortgage Solutions, Inc.; thereafter by assignment recorded on July 6, 2018 Book 3883 at Page 207, the mortgage was assigned to Secretary of Housing and Urban Development; thereafter by assignment recorded on February 14, 2025 in Book 5302 at Page 151, the mortgage was assigned to Artimus V, LLC; thereafter by assignment recorded on February 14, 2025 in Book 5302 at Page 152, the mortgage was assigned to GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity

ELECTRONICALLY FILED • 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

18. Upon review of the loan origination documentation, and the deed and surveys of record, the Plaintiff is informed and believes that due to inadvertence or error, the legal description contained in the Mortgage (the "legal description") contains an incorrect reference to the measurement of the northern boundary line and excludes the reference to the western boundary line.

19. The Plaintiff is informed and believes that it is entitled to an Order reforming the legal description to include the correct reference to the northern boundary line being a distance of One Hundred Fifty One and 5/10 (151.5') feet and include the reference to the western boundary line a distance of Seventy Five (75') feet.

20. The legal description should read as follows:

> All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Camden, County of Kershaw, State of South Carolina, in subdivision known as Burndale, and designated as Lot 8 of Block B on plat of same, recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 16, at Page 7. Said lot fronts eastward on Brookgreen Court a distance of seventy five (75') feet and extends back westwardly therefrom on the northern boundary a distance of One Hundred Fifty One and 5/10 (151.5') feet, on the western boundary line a distance of Seventy Five (75') feet, and on the southern boundary a distance of One Hundred Forty Nine and 7/10 (147.7') feet; , as shown on a plat prepared by A.B. Boykin, surveyor, dated June 20, 1952. Said lot is bounded on the north by Lot #9 of said subdivision; east by Brookgreen Court (a street); south by Lot #7; and west by Lot #16. This lot is also shown on individual plat prepared by S. Tetterton, R.L.S., dated October 18, 1954, and recorded in the Office of Clerk of Court for Kershaw County in Plat Book 20, at Page 59.

FOR A SECOND CAUSE OF ACTION
(Foreclosure of Mortgage)

21. The Plaintiff incorporates the allegations of the preceding Paragraphs as if repeated verbatim.

22. The Mortgage is in default because the borrower is deceased, and the home is not the principal residence of any surviving borrower.

23. With regard to the Note and/or Mortgage which are the subject matter of this suit, Plaintiff and its attorney have provided all applicable notices and rights to cure as required and otherwise have complied with all applicable Federal, State, and local statutes, laws, rules, regulations, orders or other government directives.

24. The principal and interest which became due on November 19, 2021 have not been paid although demand for the payment thereof has been made and the Plaintiff, as the holder of the Note and Mortgage, elects to and does declare the entire balance of said principal and interest due and payable at once, and that there is now due and owing and unpaid upon the said Note and Mortgage the sum of One Hundred Nine Thousand Eight Hundred Forty Six and 84/100 ($109,846.84) Dollars as of November 19,

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

2021, with a current interest rate of 5.0600% per annum from October 19, 2021, together with reasonable attorney's fees and the costs and disbursements of this action, plus all moneys, if any, advanced by the Plaintiff under the terms of the Note and Mortgage for the payment of ad valorem taxes and/or insurance premiums, property maintenance, and securing thereof or otherwise.

25. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action, and under the terms of the Note and Mortgage, Plaintiff's counsel is entitled to reasonable attorney's fees and costs of this action.

26. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the Property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

27. Plaintiff's right to a personal or deficiency judgment pursuant to S.C. Code Ann. §29-3-650 and §29-3-660 is expressly waived.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters as set forth herein and:

(1) Issue its Order reforming the legal description to include the correct reference to the northern boundary line being a distance of One Hundred Fifty One and 5/10 (151.5') feet and include the reference to the western boundary line a distance of Seventy Five (75') feet..

(2) Determine that the following Defendant has no interest in the Property which is the subject of this action:

Safe Federal Credit Union

(3) Ascertain and determine the amount due upon the Note and Mortgage held or being enforced by Plaintiff together with attorney's fees and costs of this action.

(4) Declare Plaintiff's Mortgage a first mortgage lien on the Property, and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees, the costs of maintaining the Property or securing and inspecting the Property, if any, incurred as a result of this delinquency, and for the costs of this action.

(5) If necessary, appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagors, and/or the grantee(s) of the mortgagors, and/or tenant(s) occupying or exercising control over the Property and hold the same subject to the further order of this Court.

(6) Sell the Property, bar any equity of redemption, and apply the proceeds of sale as follows:

First, to the costs and expenses of the within action and sale;

Second, to the payment and discharge of the amount due on the Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, SCRCP.

(7) Issue an order directing the Sheriff of Kershaw County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the Property should the same become necessary.

(8) Order such other and further relief as may be just and proper.

RILEY POPE & LANEY, LLC

s/ Heidi B. Carey
Heidi B. Carey, SC Bar #7020
2838 Devine Street
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff

April 21, 2025
Columbia, South Carolina

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EXHIBIT F

Case No. 2025-CP-28-00383

Record of Hearing (Oct 8, 2025)

Property: 1131 Brookgreen Court, Camden SC 29020 (TMS C285-06-00-065)

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025-CP-28-00383

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1

PLAINTIFF

vs.

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; et al

DEFENDANTS.

Submitted by: Riley Pope & Laney, LLC Post Office Box 11412, Columbia, SC 29211	Attorney for Plaintiff

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See page 2 for additional information.

☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other – _____

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

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT *(CHECK APPLICABLE BOX):***
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other – _____
NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount to be Enrolled (List amount(s) below)
		N/A

If applicable, describe the property, including tax map information and address, referenced in the order:
Tax Map # C285-06-00-065; 1131 Brookgreen Court, Camden, SC 29020

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

_____ _____ _____
Circuit Court Judge Judge Code Date

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For Clerk of Court Use Only

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

Attorneys for Plaintiff:
Riley Pope & Laney, LLC
Post Office Box 11412
Columbia, SC 29211

Defendants:
Ronald J. Bowen
229 Hass Lucas Road
Gaston, SC, 29053

Bank of America, N.A.
800 Samoset Drive
Newark, DE, 19713

Ascension Point Recovery Services, LLC
c/o Corporation Service Company
508 Meeting Street
West Columbia, SC, 29169

Safe Federal Credit Union
160 W Wesmark Blvd
Sumter, SC, 29150

Kershaw County EMS
515 Walnut Street
Camden, SC, 29020

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.
2505 Taylor Rd
Cayce, SC, 29033

Kelley Y. Woody
Attorney for John Doe and Richard Roe
Post Office Box 6432
Columbia SC 29260-6432

_____
CLERK OF COURT

Court Reporter: _____

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

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.
This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Kershaw Common Pleas

Case Caption:	Gitsit Solutions Llc , plaintiff, et al VS Calvin Theodore Bowen Jr , defendant, et al
Case Number:	2025CP2800383
Type:	Master/Order/Foreclosure & Sale and Form 4

So Ordered

s/William B. Cox, Jr.

EXHIBIT G

Case No. 2025-CP-28-00383

Master's Order of Judgment (Oct 10, 2025)

Property: 1131 Brookgreen Court, Camden SC 29020 (TMS C285-06-00-065)

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA COUNTY OF KERSHAW GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1, Plaintiff, vs. Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendants. (File No. 4051.00325)	IN THE COURT OF COMMON PLEAS C/A NO.: 2025-CP-28-00383 **MASTER IN EQUITY'S ORDER OF JUDGMENT OF FORECLOSURE AND SALE DECREE** (Non-Jury) (Deficiency Waived)

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

Kelley Y. Woody, Esquire
Attorney for Defendants "John Doe" and Guardian ad Litem for Defendants "Richard Roe"

Pursuant to Rule 53 SCRCP, the above entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in this case without further order of court. Any appeal from this Order shall be directly to the South Carolina Court of Appeals.

Pursuant to said Order of Reference a hearing was held on October 8, 2025, attended by attorneys for the Plaintiff. Exhibits were identified, offered and received into evidence. Based

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

upon the proof made of the facts and circumstances alleged in the pleadings, I find, conclude and order as follows:

FINDINGS OF FACT:

1) The Lis Pendens was filed on April 21, 2025.

2) The Summons and Complaint were filed on April 21, 2025.

3) Service was made upon the Defendants as shown by the proof of service filed herein.

4) The Defendants Ronald J. Bowen, Bank of America, N.A., Ascension Point Recovery Services, LLC, Safe Federal Credit Union, Kershaw County EMS, and Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr. are in default as shown by Affidavit, Notice, or Order filed herein.

5) The Defendants and all attorneys of record were notified of the time, date, and place of the hearing in this matter.

6) According to the affidavit filed herein, a good faith investigation did not determine that the defaulting Defendants Ronald J. Bowen, and Calvin Theodore Bowen, Jr., are in the military service and therefore entitled to protection under the Servicemembers' Civil Relief Act, 50 U.S.C. §3901 et seq., or any amendments thereto.

7) On or about August 21, 2012, Alma T. Bowen and Calvin T. Bowen Sr. made, executed and delivered unto Reverse Mortgage USA, Inc. a certain Adjustable Rate Note (Home Equity Conversion)("Note") in the maximum amount of One Hundred Two Thousand Seven Hundred Fifty and 00/100 ($102,750.00) Dollars, with an interest of 5.060% per annum per annum. Other terms and conditions are stated in the Note, which is of record herein.

8) To better secure the payment of the Note described above, Alma T. Bowen and Calvin T. Bowen Sr. made, executed, and delivered to Reverse Mortgage USA, Inc. a certain real estate mortgage ("Mortgage") in writing, dated August 21, 2012, covering real property in Kershaw County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for Kershaw County on September 6, 2012, in Book 2981 at Page 220. Thereafter, by assignment recorded on November 26, 2012 in Book 3014 at Page 274, the mortgage was assigned to Reverse Mortgage Solutions, Inc.; thereafter by assignment recorded on July 6, 2018 Book 3883 at Page 207, the mortgage was assigned to Secretary of Housing and Urban Development; thereafter by assignment recorded on

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

February 14, 2025 in Book 5302 at Page 151, the mortgage was assigned to Artimus V, LLC; thereafter by assignment recorded on February 14, 2025 in Book 5302 at Page 152, the mortgage was assigned to GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1.

9) The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagors and constitutes a first mortgage lien on the mortgaged premises.

10) Thereafter, Alma T. Bowen died intestate on September 12, 2019, leaving the Property Calvin T. Bowen, Sr. by right of survivorship deed.

11) Thereafter, Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr. died intestate on November 19, 2021, leaving the Property to his heirs at law, namely, Calvin Theodore Bowen, Jr. and Ronald J. Bowen, as is more fully preserved in the Probate Records for Kershaw County, in Case No.: 2022-ES-28-00022; that the Defendants, Calvin Theodore Bowen, Jr. and Ronald J. Bowen, are the owners and holders of record title to the Property as of the date of the filing of the Notice of Pendency to this action.

12) Calvin Theodore Bowen, Jr., as the Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., is a Defendant in this action in such fiduciary capacity as representative of any person or entity that may be a creditor or claimant against such Estate, and by virtue of the powers granted by decedent's Will or by statute.

13) Calvin Theodore Bowen, Jr. and Ronald J. Bowen, and any unknown heirs or devisees of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., including any persons who may be in the military service of the United States of America, being a class designated as John Doe, and any unknown minors or persons under a disability being a class designated as Richard Roe are Defendants in this action by virtue of any interest claimed under the law of intestate succession (S.C. Code §62-2-109) or under decedent's Will.

14) Kelley Y. Woody, Esquire, a member of the South Carolina Bar, has been appointed Guardian ad Litem for each Defendant who are unknown persons, persons in the military service of the United States of America, designated as "John Doe"; unknown minors and persons under disability, constituted as a class designated as "Richard Roe", and has filed an answer, appeared and actively participated herein. The sum of $500.00 is a reasonable fee to allow such Guardian

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

ad Litem for services rendered until final adjudication of this action, which fee shall constitute a cost of this action.

15) Due to inadvertence or error, the legal description contained in the Mortgage contains an incorrect reference to the measurement of the northern boundary line and excludes the reference to the western boundary line and currently reads as follows:

> *All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Camden, County of Kershaw, State of South Carolina, in subdivision known as Burndale, and designated as Lot 8 of Block B on plat of same, recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 16, at Page 7. Said lot fronts eastward on Brookgreen Court a distance of seventy five (75') feet and extends back westwardly therefrom on the northern boundary a distance of one hundred forty nine and 7/10 (149.7') feet, as shown on a plat prepared by A.B. Boykin, surveyor, dated June 20, 1952. Said lot is bounded on the north by Lot #9 of said subdivision; east by Brookgreen Court (a street); south by Lot #7; and west by Lot #16. This lot is also shown on individual plat prepared by S. Tetterton, R.L.S., dated October 18, 1954, and recorded in the Office of Clerk of Court for Kershaw County in Plat Book 20, at Page 59.*
>
> *This being the same property conveyed to Shawn D. Smith and Natasha D. Bennett, as joint tenants with right of survivorship and not as tenants in common, by deed dated April 28, 2022 and recorded on May 2, 2022 in Book 4730 at Page 187.*

16) Plaintiff is entitled to reformation of the legal description to read as follows:

> *All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Camden, County of Kershaw, State of South Carolina, in subdivision known as Burndale, and designated as Lot 8 of Block B on plat of same, recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 16, at Page 7. Said lot fronts eastward on Brookgreen Court a distance of seventy five (75') feet and extends back westwardly therefrom on the northern boundary a distance of One Hundred Fifty One and 5/10 (151.5') feet, on the western boundary line a distance of Seventy Five (75') feet, and on the southern boundary a distance of One Hundred Forty Nine and 7/10 (147.7') feet; , as shown on a plat prepared by A.B. Boykin, surveyor, dated June 20, 1952. Said lot is bounded on the north by Lot #9 of said subdivision; east by Brookgreen Court (a street); south by Lot #7; and west by Lot #16. This lot is also shown on individual plat prepared by S. Tetterton, R.L.S., dated October 18, 1954, and recorded in the Office of Clerk of Court for Kershaw County in Plat Book 20, at Page 59.*
>
> *This being the same property conveyed to Shawn D. Smith and Natasha D. Bennett, as joint tenants with right of survivorship and not as tenants in common, by deed dated April 28, 2022 and recorded on May 2, 2022 in Book 4730 at Page 187.*

17) The Plaintiff is the real party in interest pursuant to SCRCP 17(a) and is entitled to enforce the terms of the subject Note and Mortgage.

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

18) The titleholders of record of the subject property as of the filing of the Lis Pendens in this action are Calvin Theodore Bowen, Jr. and Ronald J. Bowen.

19) Any notice required by the terms of the Note and/or Mortgage or by state or federal statutes has been given to the applicable Defendants prior to the commencement of this action.

20) The mortgage is in default because the borrower is deceased, and the home is not the principal residences of any surviving borrower, and the Plaintiff, as the holder of the Note, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of its attorney for collection by foreclosure.

21) The sum of $5,275.00 00 is a fair and reasonable fee to allow as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage based on the (1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; (6) customary legal fees for similar services as more fully set forth and described in the Plaintiff's affidavit of attorney fees and court costs. The inclusion of services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

22) The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of the within action, including an attorney's fee, secured by the Note and Mortgage, is as follows:

(a) Principal amount due as of November 19, 2021	$109,846.84
(b) Interest to July 30, 2025 at a current rate of 5.0600%	$3,425.07
Per Diem Interest from July 31, 2025 to October 8, 2025	$1,050.87
(c) Advances	
Escrow	$311.52
Other Fees	$6,864.40
(e) Costs of collection prior to hearing (service of process, filing fees, etc.)	$3,410.75
(f) Attorneys Fee	$5,275.00
Total debt secured by Note and Mortgage, including interest to date shown	**$130,184.45**

23) Interest for the period from the date shown in (b) above through the date of this judgment at above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 5.0600%

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

24) The Plaintiff is seeking the usual foreclosure of the mortgage and has in the Complaint, or subsequently thereto in writing, expressly waived the right to a personal or deficiency judgment pursuant to Rule 71(b) SCRCP.

25) The following Defendants claim or may claim a lien upon or interest in the subject property or are otherwise involved in this matter. In the event there is a surplus from the sale of the subject property, the validity, priority and amount of such liens will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. The Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

Ascension Point Recovery Services, LLC on behalf of Crown Asset Management, LLC by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $2,902.39. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

Safe Federal Credit Union by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $13,014.46. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

Safe Federal Credit Union by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $888.10. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

Bank of America, N.A. by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $5,940.11. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

Ascension Point Recovery Services, LLC on behalf of Citibank, N.A. by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $3,372.44. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Kershaw County EMS by virtue of a creditors claim against the Estate of Calvin T. Bowen, Sr. as shown in Estate file number 2022ES2800022 in the amount of $250.00. Any such interest in or lien upon the Property is junior and subordinate to Plaintiff's mortgage.

CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1) The Plaintiff's Mortgage should be declared a first mortgage lien and Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

2) The legal description is reformed to read as follows:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Camden, County of Kershaw, State of South Carolina, in subdivision known as Burndale, and designated as Lot 8 of Block B on plat of same, recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 16, at Page 7. Said lot fronts eastward on Brookgreen Court a distance of seventy five (75') feet and extends back westwardly therefrom on the northern boundary a distance of One Hundred Fifty One and 5/10 (151.5') feet, on the western boundary line a distance of Seventy Five (75') feet, and on the southern boundary a distance of One Hundred Forty Nine and 7/10 (147.7') feet; , as shown on a plat prepared by A.B. Boykin, surveyor, dated June 20, 1952. Said lot is bounded on the north by Lot #9 of said subdivision; east by Brookgreen Court (a street); south by Lot #7; and west by Lot #16. This lot is also shown on individual plat prepared by S. Tetterton, R.L.S., dated October 18, 1954, and recorded in the Office of Clerk of Court for Kershaw County in Plat Book 20, at Page 59.

This being the same property conveyed to Shawn D. Smith and Natasha D. Bennett, as joint tenants with right of survivorship and not as tenants in common, by deed dated April 28, 2022 and recorded on May 2, 2022 in Book 4730 at Page 187.

3) The Defendants named herein, and all persons whosoever claiming under Defendants, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged premises so sold, or any part thereof.

4) Pursuant to Rule 53, SCRCP, this Order shall constitute a final judgment.

5) The Plaintiff is granted reformation of the legal description to include the correct reference to the northern boundary line being a distance of One Hundred Fifty-One and 5/10 (151.5') feet and include the reference to the western boundary line a distance of Seventy Five (75') feet..

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

6) The following defendants have no interest in the property which is the subject of this action and the Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

> *Safe Federal Credit Union by virtue of a mortgage given by Calvin T. Bowen, Sr. and Alma T. Bowen to Safe Federal Credit Union on May 12, 2003 in the original sum of $51,800.00 and filed on May 20, 2003 in Mortgage Book 1353 at Page 138.*

7) There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of $130,184.45, as set out in the Findings of Fact *supra.*

8) The amount due in the preceding paragraph (the "Total Debt" as set out in the Findings of Fact *supra*, and later accrued interest on the principal), shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the rate of 5.0600% per annum. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses not included in the judgment figures set forth herein. It may also increase to include supplemental compensation for attorney's services not contemplated by the initial fee awarded. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions and expenses may be established by affidavit and shall be adjudicated by the Court without further finding.

9) The Defendants liable for the aforesaid judgment debt including interest at the rate of 5.0600% per annum shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

10) On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, at public auction, at 12:00 p.m. at the County Courthouse in Kershaw, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on some other day appointed by the Court), on the following terms, that is to say:

11) For Certified Funds: The Master in Equity, will require, at the time of the bid, a deposit of 5% of the amount of the bid (in certified funds or equivalent) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within thirty (30) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidder(s).

12) Interest on the balance of the bid shall be paid through the day of compliance at the rate of 5.0600%.

13) Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

14) A personal or deficiency judgment having been waived, bidding will conclude at the fall of the gavel on the date of the sale. Compliance with the bid may be made immediately.

15) The sale is subject to assessments, county taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

16) The Master in Equity, will, by advertisement according to law, give notice of the time and place of such sale and the terms thereof and will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within thirty (30) days after the conclusion of the bidding, then the Master in Equity, may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

17) In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales day upon the terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

18) If Plaintiff is the successful bidder at the sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity, only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

19) The Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court;

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

NEXT: To the payment to the Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus should be held pending further Order of this court.

20) In the event the successful bidder is other than the Defendant(s) in possession of the subject property, upon full compliance and title by deed from the Court vested into such purchaser, and upon issuance of a Writ of Assistance by the Court, the Sheriff of Kershaw County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful purchaser or his assigns in full, quiet, and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act (12 U.S.C. 5220).

21) In the event the successful purchaser is someone other than the Defendant(s) in possession of the subject property, and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage is said property, and title by deed from the Court is vested into such purchaser, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said property on the public street or highway or by any other means.

22) In accordance with S.C. Code Ann. §30-9-31, the deed of conveyance made pursuant to said sale shall be indexed by the Register of Deeds in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the Master in Equity, who executes such deed as grantor.

23) The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

24) The following is a description of the premises herein ordered to be sold:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Camden, County of Kershaw, State of South Carolina, in subdivision known as Burndale, and designated as Lot 8 of Block B on plat of same, recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 16, at Page 7. Said lot fronts eastward on Brookgreen Court a distance of seventy five (75') feet and extends back westwardly therefrom on the northern boundary a distance of

One Hundred Fifty One and 5/10 (151.5') feet, on the western boundary line a distance of Seventy Five (75') feet, and on the southern boundary a distance of One Hundred Forty Nine and 7/10 (147.7') feet; , as shown on a plat prepared by A.B. Boykin, surveyor, dated June 20, 1952. Said lot is bounded on the north by Lot #9 of said subdivision; east by Brookgreen Court (a street); south by Lot #7; and west by Lot #16. This lot is also shown on individual plat prepared by S. Tetterton, R.L.S., dated October 18, 1954, and recorded in the Office of Clerk of Court for Kershaw County in Plat Book 20, at Page 59.

This is the same property conveyed to Calvin T. Bowen, Sr. and Alma T. Bowen by Deed of Sidney S. Locke, dated January 3, 1978, recorded January 3, 1978 in Deed Book IJ at page 1811 in the Office of the Register of Deeds for Kershaw County; thereafter, Alma T. Bowen passed on September 12, 2019, leaving the Property Calvin T. Bowen, Sr. by right of survivorship deed; thereafter, Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen. Sr. died intestate on November 19, 2021, leaving the Property to his heirs at law, namely, Calvin Theodore Bowen, Jr. and Ronald J. Bowen, as is more fully preserved in the Probate Records for Kershaw County, in Case No.: 2022-ES-28-00022

TMS No. C285-06-00-065
Property Address: 1131 Brookgreen Court, Camden, SC 29020

AND IT IS SO ORDERED.

SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

EXHIBIT H

Case No. 2025-CP-28-00383

Affidavit of Debt (Jamie A. Weller, Esq.)

Property: 1131 Brookgreen Court, Camden SC 29020 (TMS C285-06-00-065)

ELECTRONICALLY FILED - 2025 Oct 06 4:02 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA COUNTY OF KERSHAW GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1, Plaintiff, vs. Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendants.	IN THE COURT OF COMMON PLEAS C/A NO.: 2025-CP-28-00383

(File No. 4051.00325)

AFFIDAVIT OF INDEBTEDNESS

BEFORE ME, the undersigned authority, personally appeared Vannak Kang, of GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1 who being first duly sworn, deposes and says:

1. I am authorized to sign this affidavit on behalf of Plaintiff, GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1, as an officer or employee of GITSIT Solutions, LLC, not in its individual

ELECTRONICALLY FILED - 2025 Oct 06 4:02 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1 for the subject loan ("the Loan").

2. GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1 maintains records for the Loan in its capacity as Plaintiff. As part of my job responsibilities for Plaintiff, I am familiar with the type of records maintained by Plaintiff in connection with the Loan.

3. The information in this affidavit is taken from Plaintiff's business records. I have personal knowledge of Plaintiff's procedures for creating these records. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of Plaintiff's regularly conducted business activities; and (c) it is the regular practice of Plaintiff to make such records.

4. Plaintiff is the assignee of the security instrument for the subject loan. Plaintiff has exercised its option under the Note and Mortgage to accelerate the Loan and declare the entire principal balance, together with interest, advances and other charges immediately due and payable. Plaintiff has the right to foreclose the subject note and mortgage.

5. The business record attached as Exhibit "A", which I have personally reviewed, is a true and correct printout that is part of the business records described above. It shows that Alma T. Bowen and Calvin T. Bowen Sr. defaulted on the Loan, the default has not been cured, and the amount stated on the attached business record is owed on the Loan.

6. Plaintiff's books and records reflect that there is now due and owing to the Plaintiff the following amounts:

Principal amount due as of November 19, 2021	$109,846.84
Interest from October 19, 2021 to July 30, 2025 at a current rate of 5.0600%	$3,425.07
Advances -	
Escrow	$311.52
Legal Fees	$4,977.06
Other Fees	$6,864.40
TOTAL	**$125,424.89**

7. Interest at the rate of 5.0600% continues to accrue for each day that the debt remains unpaid at a rate of $15.23, subject to any adjustment as provided for in the Note.

8. On account of Defendant's default under the Note and Mortgage sued upon herein, Plaintiff retained its attorney of record and instructed the filing of this action and agreed, bound and obligated itself to pay said attorney for his/her services on its behalf such sum as the Court shall adjudge to be reasonable.

Further Affiant sayeth not.

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1

Dated: July 9, 2025

By: Vannak Kang

Title: Foreclosure Specialist

Subscribed and sworn before me in the County of _____,
State of _____, this _____ day of _____, 20_____.

_____(Notary's official Signature)

_____(Commission Expiration)

See Attached

ELECTRONICALLY FILED - 2025 Oct 06 4:02 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

CALIFORNIA NOTARY JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this 9th day of July, 2024 by Vannak Kong, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public Signature
Commission Expires:

(Notary Public Seal)

LEONARDO IBARRA
Notary Public - California
Orange County
Commission # 2435554
My Comm. Expires Jan 23, 2027

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GITSIT Solutions, LLC
333 South Anita Drive
Suite 400
Orange, CA 92868

(888) 566-3287 Office - (877) 566-3287 Fax
Reg Office Hrs M-F 8 AM - 5 PM

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Judgment Figures

Date: 07/02/2025

Loan Number: (REDACTED

Borrower Name(s): THE ESTATE OF ALMA T BOWEN
THE ESTATE OF CALVIN T BOWEN SR

Subject Property: 1131 BROOKGREEN CT
CAMDEN, SC 29020

Legal Status: FCL

Description		Amount
Loan ID	0002190632	
Unpaid Principal		$109,846.84
Due Date	11/19/2021	
Good Thru Date	07/30/2025	
Interest Rate	0.000%	
Per Diem	$15.23	
Interest Method	Interest Only	
Interest Total		$3,425.07
Deferred Interest		$0.00
Deferred Principal		$0.00
Late Charges		$0.00
Escrow Advances		$311.52
Legal Fees		$4,977.06
Total Credits		$0.00
NSF Balance		$0.00
Outstanding Legal Fees		$0.00
Other Fees		$6,864.40
Default Interest		$0.00
Total		**$125,424.89**

Interest Accrual Schedule			
Interest Accrual Detail	**Installment Amount**	**Per Diem**	**Running Total**
10/19/2021 thru 11/18/2021 @ 0%	$0.00	$0.00	$0.00
11/19/2021 thru 12/18/2021 @ 0%	$0.00	$0.00	$0.00
12/19/2021 thru 01/18/2022 @ 0%	$0.00	$0.00	$0.00
01/19/2022 thru 02/18/2022 @ 0%	$0.00	$0.00	$0.00

02/19/2022 thru 03/18/2022 @ 0%	$0.00	$0.00	$0.00
03/19/2022 thru 04/18/2022 @ 0%	$0.00	$0.00	$0.00
04/19/2022 thru 05/18/2022 @ 0%	$0.00	$0.00	$0.00
05/19/2022 thru 06/18/2022 @ 0%	$0.00	$0.00	$0.00
06/19/2022 thru 07/18/2022 @ 0%	$0.00	$0.00	$0.00
07/19/2022 thru 08/18/2022 @ 0%	$0.00	$0.00	$0.00
08/19/2022 thru 09/18/2022 @ 0%	$0.00	$0.00	$0.00
09/19/2022 thru 10/18/2022 @ 0%	$0.00	$0.00	$0.00
10/19/2022 thru 11/18/2022 @ 0%	$0.00	$0.00	$0.00
11/19/2022 thru 12/18/2022 @ 0%	$0.00	$0.00	$0.00
12/19/2022 thru 01/18/2023 @ 0%	$0.00	$0.00	$0.00
01/19/2023 thru 02/18/2023 @ 0%	$0.00	$0.00	$0.00
02/19/2023 thru 03/18/2023 @ 0%	$0.00	$0.00	$0.00
03/19/2023 thru 04/18/2023 @ 0%	$0.00	$0.00	$0.00
04/19/2023 thru 05/18/2023 @ 0%	$0.00	$0.00	$0.00
05/19/2023 thru 06/18/2023 @ 0%	$0.00	$0.00	$0.00
06/19/2023 thru 07/18/2023 @ 0%	$0.00	$0.00	$0.00
07/19/2023 thru 08/18/2023 @ 0%	$0.00	$0.00	$0.00
08/19/2023 thru 09/18/2023 @ 0%	$0.00	$0.00	$0.00
09/19/2023 thru 10/18/2023 @ 0%	$0.00	$0.00	$0.00
10/19/2023 thru 11/18/2023 @ 0%	$0.00	$0.00	$0.00
11/19/2023 thru 12/18/2023 @ 0%	$0.00	$0.00	$0.00
12/19/2023 thru 01/18/2024 @ 0%	$0.00	$0.00	$0.00
01/19/2024 thru 02/18/2024 @ 0%	$0.00	$0.00	$0.00
02/19/2024 thru 03/18/2024 @ 0%	$0.00	$0.00	$0.00
03/19/2024 thru 04/18/2024 @ 0%	$0.00	$0.00	$0.00
04/19/2024 thru 05/18/2024 @ 0%	$0.00	$0.00	$0.00
05/19/2024 thru 06/18/2024 @ 0%	$0.00	$0.00	$0.00
06/19/2024 thru 07/18/2024 @ 0%	$0.00	$0.00	$0.00
07/19/2024 thru 08/18/2024 @ 0%	$0.00	$0.00	$0.00
08/19/2024 thru 09/18/2024 @ 0%	$0.00	$0.00	$0.00
09/19/2024 thru 10/18/2024 @ 0%	$0.00	$0.00	$0.00
10/19/2024 thru 11/18/2024 @ 0%	$0.00	$0.00	$0.00
11/19/2024 thru 12/18/2024 @ 0%	$0.00	$0.00	$0.00
12/19/2024 thru 01/18/2025 @ 5.06%	$463.19	$15.23	$463.19
01/19/2025 thru 02/18/2025 @ 5.06%	$463.19	$15.23	$926.38
02/19/2025 thru 03/18/2025 @ 5.06%	$463.19	$15.23	$1,389.57
03/19/2025 thru 04/18/2025 @ 5.06%	$463.19	$15.23	$1,852.76
04/19/2025 thru 05/18/2025 @ 5.06%	$463.19	$15.23	$2,315.95
05/19/2025 thru 06/18/2025 @ 5.06%	$463.19	$15.23	$2,779.14
06/19/2025 thru 07/18/2025 @ 5.06%	$463.19	$15.23	$3,242.33
07/19/2025 thru 07/30/2025 @ 5.06%	$182.74	$15.23	$3,425.07

Total Accrued Interest	$3,425.07

ELECTRONICALLY FILED - 2025 Oct 06 4:02 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Escrow Details

Effective Date	Payee	Description	Transaction Amount
05/22/2025	GITSIT - Proctor Financial	Insurance Premium Disbursement	$252.64
06/23/2025	GITSIT - Proctor Financial	Insurance Premium Disbursement	$58.88
		Total Escrow Advances	**$311.52**

Other Fee Details

Effective Date	Payee	Description	Transaction Amount
10/27/2022	Prior Servicer	Management Fee for custodial (Property Preservation)	$91.50
11/25/2022	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
12/27/2022	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
01/26/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
02/27/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
03/28/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
05/10/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
06/07/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
07/10/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
07/31/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
08/28/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
09/29/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
11/07/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
12/12/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
01/18/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
01/30/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
02/28/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
04/03/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$27.45
04/05/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$273.45

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04/29/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$199.00
05/30/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$199.00
06/25/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$199.00
07/30/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$199.00
08/23/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$199.00
09/24/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$199.00
10/25/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$199.00
12/06/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$199.00
		Total OtherFee Charges	**$6,864.40**

Legal Fee Details

Effective Date	Payee	Description	Transaction Amount
04/30/2025	GITSIT - Riley Pope & Laney LLC	Legal Fees Disb	$2,825.00
04/30/2025	GITSIT - Riley Pope & Laney LLC	Legal Fees Disb	$230.32
05/19/2025	GITSIT - Riley Pope & Laney LLC	Legal Fees Disb	$400.00
05/19/2025	GITSIT - Riley Pope & Laney LLC	Legal Fees Disb	$1,521.74
		Total Legal Fees	**$4,977.06**

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EXHIBIT I

Case No. 2025-CP-28-00383

Notice of Sale (October 2025)

Property: 1131 Brookgreen Court, Camden SC 29020 (TMS C285-06-00-065)

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NOTICE OF SALE

2025-CP-28-00383

BY VIRTUE of a decree heretofore granted in the case of: GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1 against Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, I, the undersigned Master in Equity for Kershaw County, will sell on November 3, 2025, at 12:00 p.m., or on another date, thereafter as approved by the Court, at the County Courthouse in Camden, South Carolina, to the highest bidder, the following described property, to-wit:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Camden, County of Kershaw, State of South Carolina, in subdivision known as Burndale, and designated as Lot 8 of Block B on plat of same, recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 16, at Page 7. Said lot fronts eastward on Brookgreen Court a distance of seventy five (75') feet and extends back westwardly therefrom on the northern boundary a distance of One Hundred Fifty One and 5/10 (151.5') feet, on the western boundary line a distance of Seventy Five (75') feet, and on the southern boundary a distance of One Hundred Forty Nine and 7/10 (147.7') feet; , as shown on a plat prepared by A.B. Boykin, surveyor, dated June 20, 1952. Said lot is bounded on the north by Lot #9 of said subdivision; east by Brookgreen Court (a street); south by Lot #7; and west by Lot #16. This lot is also shown on individual plat prepared by S. Tetterton, R.L.S., dated October 18, 1954, and recorded in the Office of Clerk of Court for Kershaw County in Plat Book 20, at Page 59.

This is the same property conveyed to Calvin T. Bowen, Sr. and Alma T. Bowen by Deed of Sidney S. Locke, dated January 3, 1978, recorded January 3, 1978 in Deed Book IJ at page 1811 in the Office of the Register of Deeds for Kershaw County; thereafter, Alma T. Bowen passed on September 12, 2019, leaving the Property Calvin T. Bowen, Sr. by right of survivorship deed; thereafter, Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen. Sr. died intestate on November 19, 2021, leaving the Property to his heirs at law, namely, Calvin Theodore Bowen, Jr. and Ronald J. Bowen, as is more fully preserved in the Probate Records for Kershaw County, in Case No.: 2022-ES-28-00022

TMS No. C285-06-00-065
Property Address: 1131 Brookgreen Court, Camden, SC 29020

TERMS OF SALE: The successful bidder, other than the plaintiff, will deposit with the Master in Equity at conclusion of the bidding, five per cent (5%) of said bid, by certified funds, cashier's check, or money order, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to plaintiff's debt in the case of noncompliance. Should the successful bidder fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within thirty (30) days, then the Master in Equity may resell the property on the same terms and conditions (at the risk of the said defaulting bidder). Should the Plaintiff, or one of its representatives, fail to be present at the time of sale, the property is automatically withdrawn from said sale and sold at the next available sales day upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or any Supplemental Order. The successful bidder will be required to pay for documentary stamps on the Deed and interest on the balance of the bid from the date of sale to the date of compliance with the bid at the rate of 5.0600%.

THIS SALE IS SUBJECT TO ASSESSMENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

No personal or deficiency judgment being demanded, the bidding will conclude at the fall of the gavel on the date of the sale. Compliance with the bid may be made immediately.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search well before the foreclosure sale date.

RILEY POPE & LANEY, LLC
Post Office Box 11412
Columbia, SC 29211
(803) 799-9993
Attorneys for Plaintiff

SIGNATURE PAGE TO FOLLOW

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Kershaw Common Pleas

Case Caption:	Gitsit Solutions Llc , plaintiff, et al VS Calvin Theodore Bowen Jr , defendant, et al
Case Number:	2025CP2800383
Type:	Master/Order/Notice of Foreclosure Sale

So Ordered

s/William B. Cox, Jr.

EXHIBIT J

Case No. 2025-CP-28-00383

Certified Property Tax Receipts and Proof of Payment

Property: 1131 Brookgreen Court, Camden SC 29020 (TMS C285-06-00-065)

KERSHAW COUNTY TREASURER
PO BOX 622
CAMDEN, SC 29021
KERSHAW COUNTY TREASURER
PO BOX 622
CAMDEN, SC 29021

KEEP THIS COPY FOR YOUR RECORDS

KEEP THIS COPY FOR YOUR RECORDS

KERSHAW COUNTY

RECEIPT NUMBER 004917-24-3	PROPERTY ASSESSMENT	TAX LEVY	PROPERTY TAX	FEE	LESS SALES TAX CREDIT	LESS EXEMPTION	NET TAX
KERSHAW COUNTY	6,730	323.1	2174.46	123.00	172.41	.00	2125.05
CITY OF CAMDEN	6,730	123.5	831.16		336.30	.00	494.86

DISTRICT	NO. ACRES	NO. LOTS	VALUE OF ACRES/LOTS	NO. BLDGS	VALUE OF BUILDINGS	REAL VALUATION	PERSONAL VALUATION
275		1				6,730	

SCHOOL TAX	SCHOOL BONDS	COUNTY TAX	SPECIAL PURPOSE DISTRICTS	SHERIFF OFFICE	EMS	CENTRAL CAROLINA TECH
1096.32	432.07	225.99	.00	165.56	68.65	13.46

NAME AND ADDRESS OF PROPERTY OWNER(S)

BOWEN CALVIN T SR & ALMA T
1131 BROOKGREEN CT
CAMDEN SC 29020

JAN 15, 2025	2619.91
PENALTY1 15%	374.54
SUBTOTAL	2994.45
COST TO DATE	150.00
TOTAL PAID	3144.45

MAP# C285-06-00-065
1131 BROOKGREEN CT AD#25-00146
6%: 112100

RCPT DATE 10/29/2025 PAID VH
*** NOT FOR VEHICLE TAXES *** 2024

KERSHAW COUNTY TREASURER
PO BOX 622
CAMDEN, SC 29021

KERSHAW COUNTY

RECEIPT NUMBER 004917-24-3	PROPERTY ASSESSMENT	TAX LEVY	PROPERTY TAX	FEE	LESS SALES TAX CREDIT	LESS EXEMPTION	NET TAX
KERSHAW COUNTY	6,730	323.1	2174.46	123.00	172.41	.00	2125.05
CITY OF CAMDEN	6,730	123.5	831.16		336.30	.00	494.86

DISTRICT	NO. ACRES	NO. LOTS	VALUE OF ACRES/LOTS	NO. BLDGS	VALUE OF BUILDINGS	REAL VALUATION	PERSONAL VALUATION
275		1				6,730	

NAME AND ADDRESS OF PROPERTY OWNER(S)

BOWEN CALVIN T SR & ALMA T
1131 BROOKGREEN CT
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JAN 15, 2025	2619.91
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COST TO DATE	150.00
TOTAL PAID	3144.45

MAP# C285-06-00-065
1131 BROOKGREEN CT AD#25-00146
6%: 112100

RCPT DATE 10/29/2025 PAID VH
*** NOT FOR VEHICLE TAXES *** 2024

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA COUNTY OF KERSHAW	IN THE COURT OF COMMON PLEAS C/A NO.: 2025-CP-28-00383
GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1, Plaintiff, vs. Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendants.	**PLAINTIFF'S REPLY AND OPPOSITION TO MOTION TO STAY AND TO VACATE FORECLOSURE JUDGMENT AND SALE**

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The Plaintiff by and through its undersigned counsel responds to the Emergency Motion to stay and to Vacate Foreclosure Judgment and Sale filed by Laura Bowen ("Ms. Bowen") in the abovereferenced matter as follows:

STATEMENT OF FACT

On or about August 21, 2012, Alma T. Bowen and Calvin T. Bowen Sr. made, executed and delivered unto Reverse Mortgage USA, Inc. a certain Adjustable Rate Note (Home Equity Conversion)("Note") in the maximum amount of One Hundred Two Thousand Seven Hundred Fifty and 00/100 ($102,750.00) Dollars, with an interest of 5.060% per annum per annum. Other terms and conditions are stated in the Note, which is of record herein.

To better secure the payment of the Note described above, Alma T. Bowen and Calvin T. Bowen Sr. made, executed, and delivered to Reverse Mortgage USA, Inc. a certain real estate mortgage ("Mortgage") in writing, dated August 21, 2012, covering real property in Kershaw County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for Kershaw County on September 6, 2012, in Book 2981 at Page 220.

Thereafter, by assignment recorded on November 26, 2012 in Book 3014 at Page 274, the Mortgage was assigned to Reverse Mortgage Solutions, Inc.; thereafter by assignment recorded on July 6, 2018 Book 3883 at Page 207, the Mortgage was assigned to Secretary of Housing and Urban Development; thereafter by assignment recorded on February 14, 2025 in Book 5302 at Page 151, the mortgage was assigned to Artimus V, LLC; thereafter by assignment recorded on February 14, 2025 in Book 5302 at Page 152, the mortgage was assigned to GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1.

Simultaneously with the execution of the Note and Mortgage, on August 21, 2012, Alma T. Bowen and Calvin T. Bowen Sr also delivered to the Secretary of Housing and Urban Development a Fixed Rate Home Equity Conversion Second Mortgage filed in the Office of the Register of Deeds for Kershaw County on September 6, 2012 in Book 2981 at Page 233 (Second Mortgage), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

The Second Mortgage was satisfied by that certain Satisfaction filed by the Secretary of Housing and Urban Development on February 7, 2025 and recorded in the Office of the Register of Deeds for Kershaw County on February 14, 2025 in Book 5302 at Page 153 (Satisfaction)[1], a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference.

The Mortgages secure property more particularly described as:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Camden, County of Kershaw, State of South Carolina, in subdivision known as Burndale, and designated as Lot 8 of Block B on plat of same, recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 16, at Page 7. Said lot fronts eastward on Brookgreen Court a distance of seventy five (75') feet and extends back westwardly therefrom on the northern boundary a distance of One Hundred Fifty One and 5/10 (151.5') feet, on the western boundary line a distance of Seventy Five (75') feet, and on the southern boundary a distance of One Hundred Forty Nine and 7/10 (147.7') feet; , as shown on a plat prepared by A.B. Boykin, surveyor, dated June 20, 1952. Said lot is bounded on the north by Lot #9 of said subdivision; east by Brookgreen Court (a street); south by Lot #7; and west by Lot #16. This lot is also shown on individual plat prepared by S. Tetterton, R.L.S., dated October 18, 1954, and recorded in the Office of Clerk of Court for Kershaw County in Plat Book 20, at Page 59.

This being the same property conveyed to Shawn D. Smith and Natasha D. Bennett, as joint tenants with right of survivorship and not as tenants in common, by deed dated April 28, 2022 and recorded on May 2, 2022 in Book 4730 at Page 187.

Property Address: 1131 Brookgreen Court, Camden, SC
29020 TMS No. C285-06-00-065

Thereafter, Alma T. Bowen died intestate on September 12, 2019, leaving the property subject of this action to Calvin T. Bowen, Sr. pursuant to the right of survivorship contained in the Deed given by Sidney S. Lock to Calvin T. Bowen, Sr. and Alma T. Bowen dated January 3, 1978 and recorded January 3, 1978 in the Office of the ROD for Kershaw County in Book IJ at Page 1811, a copy of which is attached hereto as **Exhibit C** and incorporated herein by reference..

Thereafter, Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr. died intestate on November 19, 2021, and his estate was partially probated in the Probate Court for Kershaw County bearing

[1] Laura Bowen has attached the Satisfaction to purportedly support her position the Mortgage subject of the foreclosure action has been satisfied. After the last borrower dies and the First and Second Notes mature, the second mortgage is satisfied upon the payoff or foreclosure of the first unless HUD has made advancements. As set forth herein, the First Mortgage is filed in Book 2981 at Page 220 and has not been satisfied of record.

case no. 2022-ES-28-00022 (the "Estate"). Pursuant to the Application for Informal Appointment, Calvin Theodore Bowen, Jr. petitioned the Probate Court for appointment as the personal representative on January 12, 2022, including therein only two heirs, Calvin Theodore Bowen, Jr. and Ronald J. Bowen, a copy of which is attached hereto as **Exhibit D** and incorporated herein.

As a result thereof, Calvin Theodore Bowen, Jr. was appointed personal representative of the Estate by order on January 12, 2022, a copy of said fiduciary letter is attached hereto as **Exhibit E** and incorporated herein by reference. On September 19, 2024, the Estate was subsequently stricken from the active docket with leave to restore due to failure of Calvin Theodore Bowen, Jr. to complete the proper filings, a copy of which is attached hereto as **Exhibit F** and incorporated herein by reference. During the two year and a half year period, no other heirs appeared in the Estate. Accordingly, the Defendants Calvin Theodore Bowen, Jr. and Ronald J. Bowen are the owners and holders of record title to the Property as of the date of the filing of the Notice of Pendency to this action.

PROCEDURAL HISTORY

This action for foreclosure of the Note and Mortgage were instituted on April 21, 2025 with the filing of the Lis Pendens, Summons and Complaint were filed on April 21, 2025. Defendant Calvin Theodore Bowen, Jr., individually and as personal representative of the Estate was served personally on April 28, 2025, Defendant Ronald J. Bowen was personally served on April 27, 2025; Defendant Kershaw County EMS was served on April 23, 2025, Defendant Safe Federal Credit Union was served on April 23, 2025, Defendant Ascension Point Recover Services, LLC was served on April 22, 2025; Defendant Bank of America, N.A. was served on April 25, 2025; and Defendants any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe were served by publication on May 13, 2025, May 20, 2025 and May 27, 2025.

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Kelley Y. Woody, Esquire was appointed the counsel for John Doe and Guardian ad Litem for Richard Roe by Order filed May 5, 2025 and filed her answer on behalf of John Doe and Richard Roe on May 13, 2025.

The Defendants Ronald J. Bowen, Bank of America, N.A., Ascension Point Recovery Services, LLC, Safe Federal Credit Union, Kershaw County EMS, and Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr. and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein neither appeared nor answered and were held in default as shown by Affidavit, Notice, or Order filed herein.

The Defendants were notified of the time, date and place of the hearing by Notice of Hearing by service on September 10, 2025 as evidenced by the same filed September 10, 2025. The Notice of Hearing included the following:

Pursuant to S.C. Code Ann §14-11-110 (as amended) and/or applicable case law, the Plaintiff's attorney intends to submit written testimony on behalf o the Plaintiff at the hearing on Plaintiff's behalf.

On September 24, 2025, Kelley Y. Woody, Esquire filed her Affidavit to the Court regarding her inquiries into whether there were any other heirs or devisees of the Estate. In response thereto, Defendant

Calvin T. Bowen, Jr. informed her there were no other heirs and she received no further communication. Thereafter, a final hearing on the foreclosure was held October 8, 2025. The Plaintiff's attorney appeared at the hearing. However, despite notice of same, no other defendants or representatives of defendants appeared at the hearing. Thereafter, the Court entered its Order of Foreclosure and Sale, including a reformation of the legal description ("Judgment") and Notice of Sale on October 10, 2025.

The Judgment and Notice of sale were served on all defendants on October 19, 2025 as evidenced by the Certificate of Mailing filed herein.

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Thereafter on October 30, 2025, immediately prior to the final foreclosure sale date scheduled for November 3, 2025, Ms. Bowen filed an Emergency Motion to Stay and to Vacate Foreclosure Judgment and Sale pursuant to Rule 60(b)(4), SCRCP (the "Motion"). The Court thereafter entered a temporary suspension of the sale and requested the Plaintiff file its reply within ten (10) days from the date thereof.

STANDARD OF REVIEW

The decision to grant or deny a motion for relief from judgment lies within the sound discretion of the trial court and will not be disturbed on appeal absent an abuse of discretion." McClurg v. Deaton, 380 S.C. 563, 570, 671 S.E.2d 87, 91 (Ct. App. 2008), aff'd, 395 S.C. 85, 716 S.E.2d 887 (2011) (citing BB & T v. Taylor, 369 S.C. 548, 551, 633 S.E.2d 501, 502-03 (2006)). In determining whether to grant a motion under Rule 60(b), the trial judge should consider: (1) the promptness with which relief is sought, (2) the reasons for the failure to act promptly, (3) the existence of a meritorious defense, and (4) the prejudice to the other party." Mictronics, Inc. v. South Carolina Dep't of Revenue, 345 S.C. 506, 51011, 548 S.E.2d 223, 226 (Ct. App. 2001). A party may not invoke Rule 60(b) as a substitute for an appeal from a final judgment, particularly when the issue could have been litigated at trial and on appeal. Tench v. South Carolina Dep't of Educ., 347 S.C. 117, 121, 553 S.E.2d 451, 453 (2001).

As to Rule 60(b)(4), SCRCP, "the court may relieve a party or his legal representative from a final judgment, order, or proceeding [if] . . . the judgment is void"); Ware v. Ware, 404 S.C. 1, 11, 743 S.E.2d 817, 822 (2013) ("The definition of void under the rule only encompasses judgments from courts which failed to provide proper due process, or judgments from courts which lacked subject matter jurisdiction or personal jurisdiction." (internal quotation marks omitted)); Universal Benefits, Inc. v. McKinney, 349 S.C. 179, 183, 561 S.E.2d 659, 661 (Ct. App. 2002) ("The requirements of due process not only include notice, but also include an opportunity to be heard in a meaningful way, and judicial review."); BB&T v. Taylor, 369 S.C. 548, 551, 633 S.E.2d 501, 503 (2006) ("A court generally obtains personal jurisdiction by the service of a summons."); Wachovia Bank, N.A. v. Player, 341 S.C. 424, 427, 535 S.E.2d 128, 129 (2000) (explaining a master-in-equity has subject matter jurisdiction over a properly referred foreclosure action); S.C. Code Ann. § 14-11-60 (Supp. 2014) ("[T]he presiding circuit court

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

judge, upon agreement of the parties, may appoint a special referee in any case who as to the case has all the powers of a masterin-equity."); Universal Benefits, Inc., 349 S.C. at 183, 561 S.E.2d at 661 ("A judgment is not rendered void by irregularities which do not involve jurisdiction."); id. at 184, 561 S.E.2d at 662 ("There is a difference between a want of jurisdiction, in which case the court has no power to adjudicate, and a mistake in the exercise of undoubted jurisdiction, in which case the court's action is not void, but is subject to direct attack on appeal."); Delta Apparel, Inc., 406 S.C. at 265, 750 S.E.2d at 619 (explaining "[a]n abuse of discretion in setting aside a default judgment occurs when the [trial court] issuing the order was controlled by some error of law" (second alteration by court) (emphasis added) (internal quotation marks omitted)).

ARGUMENTS

As set forth hereinbelow, Ms. Bowen is not a party to the within action, does not have an interest in the underlying property which is the subject of this action, lacks standing to intervene in the matter, and her arguments are specious and lack merit.

I. Laura Bowen is not a party to the action and as such does not have standing to bring the Motion.

Ms. Bowen is not a party to the action, does not appear to have an interest in the property subject of this action and accordingly lacks standing to bring the Motion and her motion should be denied.

Rule 60(b), SCRCP provides "the court may relieve a *party or his legal representative* from a final judgment, order, or proceeding" (emphasis added)); Narruhn v. Alea London Ltd., 404 S.C. 337, 343, 745 S.E.2d 90, 93 (2013) (finding an insurer lacked standing to bring a Rule 60(b), SCRCP, motion to set aside a judgment because the insurer was not a party or the legal representative of a party to the judgment from which it sought relief).

Standing refers to a party's right to make a legal claim or seek judicial enforcement of a duty or right." Bank of Am., N.A. v. Draper, 405 S.C. 214, 219, 746 S.E.2d 478, 480 (Ct. App.2013) (quoting Powell ex rel. Kelley v. Bank of Am., 379 S.C. 437, 444, 665 S.E.2d 237, 241 (Ct. App. 2008) (alteration and internal quotation marks omitted))); id. ("Standing is . . . that concept of justiciability that is concerned with whether a particular person may raise legal arguments or claims." (quoting Powell ex rel. Kelley, 379 S.C. at 444, 665 S.E.2d at 241 (alteration in original))); id. at 220, 746 S.E.2d at 481 ("Generally, a party must be a real party in

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

interest to the litigation to have standing." (quoting Hill v. S.C. Dep't of Health & Envtl. Control, 389 S.C. 1, 22, 698 S.E.2d 612, 623 (2010))); id.("A real party in interest for purposes of standing is a party with a real, material, or substantial interest in the outcome of the litigation." (quoting Hill, 389 S.C. at 22, 698 S.E.2d at 623)); S.C. Code Ann. § 36-3-205(b) (2003).

Ms. Bowen does not articulate an interest in and to the litigation or a real, material or substantial interest in the outcome of the litigation. Rather, she indicates only that she is "an interested relative and family descendant of the late Calvin Theodore Bowen, Sr. and Alma T. Bowen." Motion, p. 1. She is silent on her relationship with Defendants Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr. and Ronald J.

Bowen who indicated they were the sole heirs of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr. She does not claim to be a party or a legal representative of a party to the challenged Judgment. Even if Ms. Bowen were a party or legal representative of a party to the challenged Judgment, she has failed to demonstrate a meritorious defense.

II. The Judgment is not void for lack of subject-matter jurisdictions and Laura Bowen grossly misunderstands the nature of the satisfaction.

The Judgment is not void for lack of subject-matter jurisdictions and Laura Bowen grossly misunderstands the nature of the satisfaction.

It is well established South Carolina law that the court of common pleas in the county where the property affected by the foreclosure action is located has subject matter jurisdiction. Meaders Bros. v. Skelton, 234 S.C. 134, 107 S.E.2d 1 (1959). See also 27 S.C. Jur. Mortgages §105.

Ms. Bowen's reliance on the Satisfaction of the Second Mortgage to support a position the Plaintiff does not have a mortgage to foreclose is misplaced. The Satisfaction Ms. Bowen attaches as Exhibit A to her Motion to support her position clearly evidences on its face it was meant to satisfy the Second Mortgage recorded in Book 2981 at Page 233 (not the Mortgage the subject of this action recorded in Book 2981 at Page 220:

SC/KERSHAW

KNOW ALL BY THESE PRESENTS that THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT whose address is 451 7th Street, S.W., Washington, DC, 20410 holder of a certain Mortgage, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby release and discharge said Mortgage, recorded in the County of KERSHAW, State of South Carolina.

Original Mortgagor: Alma T Bowen and Calvin T Bowen, for and during their joint lives and upon the death of either of them, then to the survivor of them
Original Mortgagee: The Secretary of Housing and Urban Development
Dated: 8/21/2012 Recorded: 9/6/2012, Instrument #: 201200008491, Book: 2931, Page: 233

IN WITNESS WHEREOF, by the officer duly authorized, the undersigned has duly executed as a free act and deed the foregoing instrument:

Accordingly, the Judgment is not void for lack of subject-matter jurisdictions and Ms. Bowen's Motion should be denied.

III. There has been no satisfaction of the Mortgage and Plaintiff as the holder and owner of the Note and Mortgage has standing to pursue enforcement and foreclosure of same.

As set forth above, there has been no satisfaction of the Mortgage and Plaintiff as the holder and owner of the Note and Mortgage has standing to pursue enforcement and foreclosure of same.

Standing refers to a party's right to make a legal claim or seek judicial enforcement of a duty or right." Bank of Am., N.A. v. Draper, 405 S.C. 214, 219, 746 S.E.2d 478, 480 (Ct. App.2013) (quoting Powell ex rel. Kelley v. Bank of Am., 379 S.C. 437, 444, 665 S.E.2d 237, 241 (Ct. App. 2008) (alteration and internal quotation marks omitted))); id. ("Standing is . . . that concept of justiciability that is concerned with whether a particular person may raise legal arguments or claims." (quoting Powell ex rel. Kelley, 379 S.C. at 444, 665 S.E.2d at 241 (alteration in original))); id. at 220, 746 S.E.2d at 481 ("Generally, a party must be a real party in interest to the litigation to have standing." (quoting Hill v. S.C. Dep't of Health & Envtl. Control, 389 S.C. 1, 22, 698 S.E.2d 612, 623 (2010))); id.("A real party in interest for purposes of standing is a party with a real, material, or substantial interest in the outcome of the litigation." (quoting Hill, 389 S.C. at 22, 698 S.E.2d at 623)); S.C. Code Ann. § 36-3-205(b) (2003) ("When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed."); Ballou v. Young, 42 S.C. 170, 176, 20 S.E. 84, 85 (1894) ("The transfer of a note carries with it a mortgage given to secure payment of such note.").

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Plaintiff is the owner and holder of the Note and Mortgage as evidenced by the Assignment recorded on February 14, 2025 in Book 5302 at Page 152, together with an allonge to the Note endorsed in blank, both of which were submitted into and received as evidence herein. .

Accordingly, Plaintiff has standing to pursue collection and foreclosure of the Note and Mortgage and Ms. Bowen's Motion should be denied.

IV. The Affidavit of Debt contained no material misrepresentations and was submitted in compliance with S.C. Code Ann. §14-11-110 (as amended).

The Affidavit of Debt contained no material misrepresentations and was submitted in compliance with S.C. Code Ann. §14-11-110 (as amended).

S.C. Code Ann. §14-11-110 (as amended) provides:

> The master shall, upon the application of either party to any cause or proceedings in which equitable relief is demanded pending and at issue in his county, take in writing the testimony of any witness who may be produced before him by any party to the cause, ten days' notice of such application having been given to the opposite party. Such witness shall be subject to the same examination, cross-examination and reply and the same exceptions as to the admissibility of testimony may be taken as are allowed by law upon examination before the court except that in case any testimony be objected to the master shall receive the same subject to the exceptions, reporting the exceptions and his ruling thereon

As previously set forth, no satisfaction has been filed with respect to the Mortgage the subject of this action and the Satisfaction Ms. Bowen presented is a satisfaction for the Second Mortgage.

The Plaintiff served all defendants and filed its Notice of Hearing on September 10, 2025 which provided: *Pursuant to S.C. Code Ann §14-11-110 (as amended) and/or applicable case law, the Plaintiff's attorney intends to submit written testimony on behalf of the Plaintiff at the hearing on Plaintiff's behalf.* The Notice of Hearing was served well in advance of the ten (10) day statutory noticing period. No defendant raised an objection or otherwise appeared at the final foreclosure hearing on October 8, 2025 to contest Plaintiff's Affidavit of Indebtedness. Plaintiff's Affidavit of Indebtedness given by Vannak Kang as a foreclosure specialist for

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Plaintiff which was subscribed and sworn before Leonardo Ibarra, a Notary Public for California on July 9, 2024 provides in part:

> 3. The information in this affidavit is taken from Plaintiff's business records. I have personal knowledge of Plaintiff's procedures for creating these records. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of Plaintiff's regularly conducted business activities; and (c) it is the regular practice of Plaintiff to make such records.
>
> 5. The business record attached as Exhibit "A", which I have personally reviewed, is a true and correct printout that is part of the business records described above. It shows that Alma T. Bowen and Calvin T. Bowen Sr. defaulted on the Loan, the default has not been cured, and the amount stated on the attached business record is owed on the Loan.

Ms. Bowen has failed to demonstrate a material inconsistency, misrepresentation or lack of compliance with the statutory rules governing Plaintiff's sworn testimony. Accordingly, the Affidavit of Debt contained no material misrepresentations and was submitted in compliance with S.C. Code Ann.

§14-11-110 (as amended) and Ms. Bowen's Motion should be denied.

CONCLUSION

As set forth herein, Ms. Bowen is not a party to the within action, does not have an interest in the underlying property which is the subject of this action, lacks standing to intervene in the matter, and her arguments are specious and lack merit and her Motion should be denied.

RILEY POPE & LANEY, LLC

s/ Jamie Anna Weller
Jamie Anna Weller, SC Bar #105548
2838 Devine Street
Columbia, South Carolina 29205
(803) 799-9993
Attorneys for Plaintiff
Columbia South Carolina
October 31, 2025

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA COUNTY OF KERSHAW	IN THE COURT OF COMMON PLEAS C/A NO.: 2025-CP-28-00383
GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1, Plaintiff, vs. Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendants.	**CERTIFICATE OF MAILING**

I, the undersigned attorney, hereby certify that on April 11, 2025, I caused a true and exact copy of the foregoing Plaintiff's Reply and Opposition to Motion to Stay and to Vacate foreclosure Judgment and Sale to be duly served via U.S. mail, postage prepaid, and/or vie Electronic mail (email), upon the Defendants herein as indicated below:

Laura Bowen

1262 Wood Duck Road

Camden, SC 29020

Ronald J. Bowen

229 Hass Lucas Road

Gaston, SC 29053

Bank of America, N.A.

800 Samoset Drive

Newark, DE 19713

Ascension Point Recovery Services,
LLC c/o Corporation Service
Company

508 Meeting Street

West Columbia, SC 29169

Safe Federal Credit Union

160 W Wesmark Blvd

Sumter, SC 29150

Kershaw County EMS

515 Walnut Street

Camden, SC 29020

Calvin Theodore Bowen, Jr., individually
and as Personal Representative of the
Estate of

Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.

2505 Taylor Rd

Cayce, SC 29033

RILEY POPE & LANEY, LLC

s/ Jamie Anna Weller

Jamie Anna Weller, SC Bar #105548

2838 Devine Street
Columbia, South Carolina 29205

(803) 799-9993
Attorneys for Plaintiff

October 31, 2025

Columbia, South Carolina

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

EXHIBIT A

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Requested by: JAW 10/31/2025

Instrument 201200004491 OR Volume 2981 Page 233

201200004491
Filed for Record In
KERSHAW COUNTY SC
BILLIE MCLEOD, REGISTER
09-06-2012 At 11:13:34 am.
MORTGAGE 18.00
OR Volume 2981 Page 233 - 244

Record and Return to: Reverse Mortgage USA, Inc.
6500 River Place Blvd, Building 1, Ste 425
Austin, TX 78730
Suzy Kerr

After Recording Return to:
Madison Settlement Services
300 Frederick Street Ste. 5
Hanover, PA 17331
MH 47458

(#7)

[Space Above This Line For Recording Data]

State of SOUTH CAROLINA

FHA Case No. 461-5604555-951
Loan No. 2012016632

FIXED RATE
HOME EQUITY CONVERSION SECOND MORTGAGE

THIS MORTGAGE ("Security Instrument" or "Second Security Instrument") is given on August 21, 2012. The mortgagor is Alma T Bowen and Calvin T Bowen, For and During their Joint Lives and Upon the Death of Either of Them, Then to the Survivor of Them, whose address is 1131 Brookgreen Court, Camden, South Carolina 29020 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender" or "Secretary"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Fixed-Rate Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest at a fixed rate (interest), and all renewals, extensions and modifications of the Second Note; (b) and all future advances made under the Loan Agreement and the Second Note or as provided hereunder, including the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument up to a maximum principal amount of One Hundred Two Thousand, Seven Hundred Fifty Dollars and Zero Cents (U.S. $102,750.00) plus interest thereon, attorneys' fees and court costs, which interest may be deferred, accrued, or capitalized, subject to such greater amounts as may be permitted by S.C. Code Ann. § 29-4-40 (1976) as amended; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Second Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on December 11, 2085. For this purpose, Borrower does hereby mortgage, grant, convey, bargain, sell, alien, remise, release, assign, transfer, hypothecate, pledge, deliver, set over, warrant, confirm and grant a security interest to Lender and Lender's successors and assigns, in and to the following described property located in KERSHAW County, SOUTH CAROLINA:

See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes

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A.T.B.

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Requested by: JAW 10/31/2025

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

which has the address of
1131 Brookgreen Court, Camden, South Carolina 29020, ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TO HAVE AND TO HOLD the Property and all parts thereof unto Lender and Lender's successors and assigns, forever, subject, however, to the terms and conditions herein.

PROVIDED, HOWEVER, that if Borrower shall promptly pay or cause to be paid to Lender the principal and interest payable under the Loan Agreement, at the times and in the manner stipulated therein, herein, and in all other Instruments securing the Loan Agreement, all without any deduction or credit for taxes or other similar charges paid by Borrower, and shall keep, perform, and observe all the covenants and promises in the Loan Agreement, and any renewal, extension or modification thereof, and in this and in all other Instruments securing the Loan Agreement, to be kept, performed or observed by Borrower, then this Security Instrument, and all the properties, interest and rights hereby granted, conveyed and assigned shall cease and be void, but shall otherwise remain in full force and effect.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Second Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement. Lender may require Borrower to pay specified property charges directly to the party owed payment even though Lender pays other property charges as provided in this Paragraph.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender, instead of to Borrower and Lender jointly. Insurance

C.T.B. Jr.
A.T.B.

proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any Indebtedness under the Second Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) and shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

A.T.B. A.T.B.

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Requested by: JAW 10/31/2025

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary for the Home Equity Conversion Mortgage Insurance Program.

9. Grounds for Acceleration of Debt.

(a) Due and Payable. Lender may require payment-in-full of all sums secured by this Security Instrument if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or

(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property); or

(iii) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or

(iv) For a period of longer than 12 consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(v) An obligation of the Borrower under this Security Instrument is not performed.

(b) Notice to Lender. Borrower shall notify the Lender whenever any of the events listed in Paragraph 9(a)(ii)-(v) occur.

(c) Notice to Borrower. Lender shall notify Borrower whenever the loan becomes due and payable under Paragraph 9(a)(ii)-(v). Lender shall not have the right to commence foreclosure until Borrower has had 30 days after notice to either:

(i) Correct the matter which resulted in the Security Instrument coming due and payable; or

(ii) Pay the balance in full; or

(iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or

(iv) Provide the Lender with a deed-in-lieu of foreclosure.

(d) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower,

C.T.B., Jr.
A.T.B.

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment-in-full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment-in-full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment-in-full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

(a) Modification.

Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except the First Security Instrument described in Paragraph 13(a), this Second Security Instrument and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs.

Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) Prior Liens.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the

C.T.B. B.T.B.

Requested by: JAW 10/31/2025

holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to First Security Instrument.

(a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(D)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and this Second Security Instrument. Borrower also has executed a First Note and First Security Instrument.

(b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the First Note unless:

(i) The First Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the holder of the First Note for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments but excluding late charges paid by the Secretary, shall be included in the debt under the First Note.

(c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the First Note, or pay any rents and revenues of the Property under Paragraph 19 to the holder of the First Note or a receiver of the Property, until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the First Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the First Note.

(d) No Duty of the Secretary. The Secretary has no duty to the holder of the First Note to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though the holder of the First Note may be unable to collect amounts owed under the First Note because of restrictions in this Paragraph 13.

(e) Restrictions on Enforcement. Notwithstanding anything else in this Security Instrument, the Borrower shall not be obligated to comply with the covenants hereof, and Paragraph 19 shall have no force and effect, whenever there is no outstanding balance under the Second Note.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. Borrower may not assign any rights or obligations under this Security Instrument or the Second Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

C.T.B., Jr.
A.T.B.

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Requested by: JAW 10/31/2025

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to the Secretary shall be given by first class mail to the HUD Field Office with jurisdiction over the Property or any other address designated by the Secretary. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

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

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

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

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not a assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment-in-full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

21. Lien Priority. The full amount secured by this Security Instrument shall have a lien priority subordinate only to the full amount secured by the First Security Instrument.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument

C.T.B., Jr.
A.T.B.

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Requested by: JAW 10/31/2025

shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by applicable law.

24. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Second Note and any future advances made pursuant to the Second Note or this Security Instrument, as provided by S.C. Code Ann. § 29-3-50 (1976), as amended, the maximum principal amount of all indebtedness outstanding at any one time secured hereby shall not exceed the maximum principal amount set forth on page one of this Security Instrument, plus interest thereon, attorneys' fees and court costs, which interest may be deferred, accrued or capitalized, subject to such greater amounts as may be permitted by S.C. Code Ann. § 29-4-40 (1976), as amended. Interest may be deferred, accrued or capitalized.

25. Deferred Interest. Interest will be charged on unpaid principal (including Capitalized Interest) until the full amount of principal, including Capitalized Interest, has been paid. Interest will accrue daily and be added to the principal balance as a Loan Advance at the end of each month. Such interest, when added to the principal balance, is "Capitalized Interest."

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

☐ Condominium Rider ☐ Planned Unit Development Rider

☐ Other [Specify]

The undersigned hereby sign(s) and seal(s) this Security Instrument and accept(s) and agree(s) to the terms contained in this Security Instrument and in any rider(s) executed and recorded with it.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Witnesses:

Frances D. McKenzie

Joyce C. Hicks

C.T.B.

A.T.B.

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Requested by: JAW 10/31/2025

Alma T. Bowen (SEAL) 8-21-12
Alma T Bowen Date

Calvin T Bowen Sr (SEAL) 8-21-12
Calvin T Bowen, Sr Date

_____ [Space Below This Line For Acknowledgment] _____

Alternative A

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF Kershaw)

Personally appeared before me the undersigned witness and made oath that he/she saw the within-named Alma T. Bowen and Calvin T. Bowen, Sr., sign seal and as his/her/its/their act and deed deliver the above-written instrument for the uses and purposes therein mentioned, and that he/she with JOYCE C. HICKS witnessed the execution thereof.

Frances D. McKenzie
Witness
FRANCES D. McKENZIE

Sworn to before me this 21st day of August, 2012

Joyce C. Hicks (L.S.)
Notary Public for SC-Richland

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Requested by: JAW 10/31/2025

My Commission expires: July 19, 2020
Alternative B

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF _____)

I, the undersigned notary public for the State of _____ do hereby certify that

_____ and _____ personally

appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 200____.

_____

Notary Public: _____

My Commission expires _____

Exhibit "A"

Legal description of Property:

Derivation: This being the same property conveyed to Borrower by deed of Warranty

dated and recorded in the Office of the RMC or Clerk of Court for Kershaw County

in Book IJ at Page 1811.

Tax Map Number: C085-06-00-065

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Requested by: JAW 10/31/2025

EXHIBIT A

Exhibit A to the Mortgage made on August 21, 2012, by Alma T Bowen and Calvin T Bowen, For and During their Joint Lives and Upon the Death of Either of Them, Then to the Survivor of Them ("Borrower") to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, S.W., Washington, D.C. 20410, ("Lender" or "Secretary"). The Property is located in the

Description of Property

Exhibit "A" attached hereto and made a part hereof

C.T.B.
A.T.B.

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Requested by: JAW 10/31/2025

EXHIBIT A

ALL THAT PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE CITY OF CAMDEN, COUNTY OF KERSHAW, STATE OF SOUTH CAROLINA, IN SUBDIVISION KNOWN AS BURNDALE, AND DESIGNATED AS LOT 8 OF BLOCK B ON PLAT OF SAME, RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR KERSHAW COUNTY IN PLAT BOOK 16, AT PAGE 7. SAID LOT FRONTS EASTWARD ON BROOKGREEN COURT A DISTANCE OF SEVENTY FIVE (75') FEET AND EXTENDS BACK WESTWARDLY THEREFROM ON THE NORTHERN BOUNDARY A DISTANCE OF ONE HUNDRED FORTY NINE AND 7/10 (149.7') FEET, AS SHOWN ON A PLAT PREPARED BY A.R. BOYKIN, SURVEYOR, DATED JUNE 20, 1952. SAID LOT IS BOUNDED ON THE NORTH BY LOT #9 OF SAID SUBDIVISION; EAST BY BROOKGREEN COURT (A

STREET); SOUTH BY LOT #7; AND WEST BY LOT #16. (HIS LOT IS ALSO SHOWN ON INDIVIDUAL PLAT PREPARED BY S. TETTERTON, R.L.S., DATED OCTOBER 18, 1954, AND RECORDED IN THE OFFICE OF CLERK OF COURT FOR KERSHAW COUNTY IN PLAT BOOK 20, AT PAGE 59.

THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN THE OFFICE OF CLERK OF COURT FOR KERSHAW COUNTY IN BOOK DV, AT PAGE 198.

AND BEING THE SAME PREMISES CONVEYED TO CALVIN T. BOWEN, SR. AND ALMA T. BOWEN, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM, BY VIRTUE OF A WARRANTY DEED FROM SIDNEY S. LOCKE, DATED JANUARY 3, 1978, AND RECORDED JANUARY 3, 1978, IN THE COUNTY OF KERSHAW, SOUTH CAROLINA, IN BOOK IJ, PAGE 1811.

C.T.B., Jr.
A.T.B., Jr.

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

EXHIBIT B

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

I. RELIEF SOUGHT

1. That this Court declare the Judgment of Foreclosure and Sale entered October 10, 2025, void ab initio for lack of subject-matter jurisdiction and for material misrepresentation of fact.

2. That enforcement of said judgment be immediately stayed pending full judicial review.

3. That all acts, filings, and notices predicated upon the void judgment—including the Notice of Sale set for November 3, 2025—be declared of no legal effect.

II. PROCEDURAL HISTORY

• August 21, 2012 – Reverse Mortgage executed by Calvin T. Bowen Sr. and Alma T. Bowen (KC ROD Book 2981 p. 220).

• February 7, 2025 – Mortgage fully satisfied by HUD (KC ROD Book 5302 p. 153) (Exhibit A).

• February 7, 2025 – Assignments to Artimus V LLC and GITSIT Solutions LLC (KC ROD Book 5302 p. 151 &152) (Exhibits C & D), purporting to transfer an extinguished lien.

• April 21, 2025 – Foreclosure Complaint filed by Riley Pope & Laney LLC (Exhibit E).

• October 8, 2025 – Hearing held before the Master in Equity without witness testimony (Exhibit F).

• October 10, 2025 – Master's Order of Judgment and Sale Decree entered (Exhibit G).

• October 10, 2025 – Notice of Sale published scheduling auction for November 3, 2025 (Exhibit I).

III. STATEMENT OF FACTS

1. The 2012 Secretary of Housing and Urban Development reverse mortgage was a non-recourse loan repayable through property equity at the borrower's death.

2. The Secretary of Housing and Urban Development, through its attorney-in-fact Artimus V, LLC, executed and recorded a Satisfaction of Mortgage on February 14, 2025 (KC ROD Book 5302 p. 153), fully releasing all rights and liens of record—extinguishing the underlying debt and divesting this Court of jurisdiction. (Exhibit A)

3. Despite that public discharge, Riley Pope & Laney LLC, on behalf of GITSIT

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

2025 - 1175
Electronic Filing
From: Simplifile
Thru: ERX

Instrument Book Volume Page
2025 - 1175 OR 5302 153
SATISFACTIO

2025 - 1175
Filed for Record In
KERSHAW COUNTY, SC
BILLIE MCLEOD, REGISTER
02/14/2025 09:25:24 AM
SATISFACTIO $10.00
Bk OR Vol 5302 Page 153 - 153

Recording Requested By:
GITSIT SOLUTIONS LLC

When Recorded Mail To:
GITSIT SOLUTIONS LLC
333 SOUTH ANITA DRIVE
ORANGE, CA, 92868

Loan #: 461-560455-R

SATISFACTION

SC/KERSHAW

KNOW ALL BY THESE PRESENTS that THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT whose address is 451 7th Street, S.W., Washington, DC, 20410 holder of a certain Mortgage, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby release and discharge said Mortgage, recorded in the County of KERSHAW, State of South Carolina.

Original Mortgagor: Alma T Bowen and Calvin T Bowen, for and during their joint lives and upon the death of either of them, then to the survivor of them
Original Mortgagee: The Secretary of Housing and Urban Development
Dated: 8/21/2012 Recorded: 9/6/2012, Instrument #: 201200006491, Book: 2981, Page: 233

IN WITNESS WHEREOF, by the officer duly authorized, the undersigned has duly executed as a free act and deed the foregoing instrument:

THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT by its attorney in fact ARTIMUS V, LLC

On: 2-7-2025

By:
Name: Jeremy Brantner
Title: Authorized Agent

By: _____ By: _____

Witness: Onel Rabaza Witness: Barbara Perdomo

State of FLORIDA
County of MIAMI-DADE

On 2-7-2025, before me, ESLOAN SOTOLONGO, a Notary Public in and for MIAMI-DADE County in the State of FLORIDA, personally appeared Jeremy Brantner, Authorized Agent, THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT by its attorney in fact ARTIMUS V, LLC
, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me by means of _X_ physical presence or ____ online notarization, that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ESLOAN SOTOLONGO
Notary Expires: 6/13/2028 / ID HH538718

ESLOAN SOTOLONGO
Notary Public - State of Florida
Commission # HH 538718
My Comm. Expires Jun 13, 2028
Bonded through National Notary Assn.

2025 - 1175
Simplifile

ATTEST True, Correct & Certified Copy of Original on File in this Office.

Register of Deeds Kershaw County

EXHIBIT C

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Position 5

Form FHA-SC-427-3
(Rev. 4-30-71)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
Columbia, South Carolina

FILED FOR RECORD
1978 JAN -3 PM 12: 32

WARRANTY DEED
(Jointly for Life With Remainder to Survivor)
(FOR PURCHASE)

THIS WARRANTY DEED, made this 3rd day of January, 19 78,

between Sidney S. Locke

of Kershaw County, State of South Carolina, Grantor(s);

and Calvin T. Bowen, Sr. and Alma T. Bowen

of Kershaw County, State of South Carolina, Grantee(s);

WITNESSETH: That the said grantor(s) for and in consideration of the sum of Twenty Five Thousand and No/100 Dollars($ 25,000.00),

to me in hand paid by the Grantee(s), the receipt whereof is hereby acknowledged, ha ve granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said Grantee(s) for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever in fee simple, together with every contingent remainder and right of reversion, the following described land, lying and being in the County of Kershaw, State of South Carolina, to-wit:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Camden, County of Kershaw, State of South Carolina, in subdivision known as Burndale, and designated as Lot #8 of Block B on plat of same, recorded in the office of Clerk of Court for Kershaw County in Plat Book 16, at Page 7. Said lot fronts eastward on Brookgreen Court a distance of Seventy Five (75') feet and extends back westwardly therefrom on the northern boundary One Hundred Fifty One and 5/10 (151.5') feet, and on the Southern boundary a distance of One Hundred Forty Nine and 7/10 (149.7') feet, as shown on a plat prepared by A. B. Boykin, Surveyor, dated June 20, 1952. Said lot is bounded on the North by Lot #9 of said subdivision; East by Brookgreen Court (a street); South by Lot #7; and West by Lot #16. This lot is also shown on individual plat prepared by S. Tetterton, R.L.S., dated October 18, 1954, and recorded in the office of Clerk of Court for Kershaw County in Plat Book 20, at Page 59

This property is subject to Restrictive Covenants recorded in the office of Clerk of Court for Kershaw County in Book DV, at Page 198.

The above described property was conveyed to Grantor herein by deed of Ralph O. Young recorded in the office of Clerk of Court for Kershaw County in Book HU, at Page 2471.

Grantees' Address:
1131 Brookgreen Court,
Camden, S.C. 29020

KERSHAW COUNTY TAX ASSESSOR
1978
TAX MAP # 2015-00-02-006
John E. Baker

FHA-SC 427-3 (Rev. 4-30-71)

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TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said Grantee(s) for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever in fee simple, together with every contingent remainder and right of reversion.

And I do hereby bind myself and my, Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Calvin T. Bowen, Sr. and Alma T. Bowen for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever in fee simple, against me and my Heirs and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set his hand(s) and seal(s), the day and year first above written.

Signed, sealed and delivered in the presence of:

Susie B. Rush

Sidney S. Locke (SEAL)

(SEAL)

STATE OF SOUTH CAROLINA)
)
COUNTY OF KERSHAW)

Personally appeared before me Susie B. Rush, who being duly sworn, says that she saw the within named Sidney S. Locke sign, seal, and as his act and deed, deliver the foregoing instrument for the purpose therein mentioned, and that she with George W. Speedy witnessed the execution thereof.

Sworn to before me this 3rd day of January, 19 78

Susie B. Rush
Witness

Notary Public For South Carolina

My Commission expires on 5/27/85
date

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF KERSHAW)

RENUNCIATION OF DOWER

I, George W. Speedy do hereby certify unto all whom it may concern, that Mrs. Henrietta S. Locke, the wife of the within named Sidney S. Locke, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons, whomsoever, renounce, release and forever relinquish unto the within named Calvin T. Bowen, Sr. and Alma T. Bowen for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever in fee simple, together with every contingent remainder and right of reversion, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal this
3rd day of January, A. D., 19 78 Henrietta S. Locke

(L.S.)
Notary Public for South Carolina

My Commission Expires 5/27/85
date

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

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KERSHAW COUNTY 015794

SOUTH CAROLINA COUNTY DOCUMENTARY TAX

P.B. 10810 JAN-3'78 $27.50

Recorded this 3rd Day
of January 1978
In Book 4 Page 63
Ethel D. Odom
Auditor Kershaw County

STEVE S. KELLY. Kershaw County Treasurer

Filed for record at 12:32PM
o'clock on the 3rd day of January
19 78, and was immediately entered
upon the proper indexes and duly recorded
in book IJ of Deeds, page
1811

Clerk of Court of C. P. & G. S. for Kershaw County, S. C.

EXHIBIT D

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA)
) IN THE PROBATE COURT
COUNTY OF: Kershaw)
)
IN THE MATTER OF:) CASE NUMBER: 2022ES2800022
Calvin Theodore Bowen Sr.)
(Decedent))

*COMPLETE THIS SECTION ONLY IF FILING PETITION FOR FORMAL TESTACY AND/OR FORMAL APPOINTMENT

Petitioner(s)
vs.
Respondent(s)

APPLICATION FOR INFORMAL (check any that apply) *PETITION FOR FORMAL
☐ PROBATE OF WILL ☐ TESTACY
☒ APPOINTMENT ☐ APPOINTMENT

If this is a formal filing, please explain on page 4 or attach pleadings pursuant to *SC Rules of Civil Procedure*.

***NOTE: IF THIS IS A FORMAL PROCEEDING, IN addition TO THIS FORM PETITION, YOU MUST ALSO FILE A SUMMONS (FORM SCCA 401PC), AND PAY THE STATUTORY FILING FEE OF $150.00. A HEARING IN THE PROBATE COURT ON THE PETITION MAY BE REQUIRED.**

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Applicant/Petitioner(s): Calvin Theodore Bowen, Jr.
Address: 2505 Taylor Rd, Cayce SC 29033
Telephone (Work):
(Home):
(Cell): 803-237-7428
Email: calvinbowen67@gmail.com
Relationship to Decedent: Son

2. Decedent Information:

Full Legal Name
(including all known names): Calvin Theodore Bowen, Sr.
Date of Birth: 02/09/1933
Date of Death: 11/19/2021
Age at Date of Death: 88

3. Venue for this proceeding is proper in this County because:

☒ Decedent was domiciled in this County at date of death:
Address: 1131 Brookgreen Ct, Camden County: Kershaw State: South Carolina.
☐ Decedent was not domiciled in South Carolina, but property of Decedent was located in this County at date of death at:
Address: County: State: South Carolina
☐ Decedent has a right to take legal action in this County because:

If the above address is the address of a nursing home, prison, or other residential facility, please give the last address of the Decedent prior to entering a facility:

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

4(a). Names and addresses of beneficiaries (devisees) named in the Will.

Full Legal Name (including all known names)	Year of Birth	Full Address	Email Address	Relationship to Decedent

☐ See attached for additional devisees (check if applicable).

4(b). Names and addresses of intestate heirs who are not devisees (persons who inherit if Decedent left no Will).

Full Legal Name (including all known names)	Year of Birth	Full Address	Email Address	Relationship to Decedent
Calvin Theodore Bowen, Jr	Adult	2505 Taylor Rd, Cayce SC 29033		Son
Ronald J. Bowen	Adult	229 Hass Lucas Rd, Gaston SC 29053		Son

☐ See attached for additional intestate heirs (check if applicable).

4(c). Did all of the above persons survive one hundred and twenty (120) hours since the death of Decedent?

☒ YES ☐ NO If no, please explain on page 4.

5. Did Decedent have any change of marital status or the birth or adoption of any children after execution of this Will, if one exists, or has any child of the Decedent been born since his/her death, or is any birth of a child of the Decedent anticipated? (This includes illegitimate children.)

☑ NO ☐ YES If yes, please explain, on page 4.

6. To the best of your knowledge, was the Decedent a patient in a non-private State of South Carolina mental health facility during his/her lifetime?

☑ NO ☐ YES If yes, please explain, on page 4.

7. Has a Guardian or Conservator ever been appointed by a Court for this person?

☑ NO ☐ YES If yes, please explain on page 4.

8. Has a Personal Representative of the Decedent been appointed prior to this date by a Court in this state or elsewhere?

☑ NO ☐ YES If yes, please state details, including name and address of such Personal Representative on page 4.

9. Have you received or are you aware of any Demands for Notice (FORM #111ES) of any probate or appointment proceeding concerning the Decedent that may have been filed in this state or elsewhere?

☑ NO ☐ YES If yes, please state details, including names and addresses on page 4.

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

10. Have more than ten (10) years passed since the Decedent's death?

☒ NO ☐ YES If yes, please state circumstances authorizing tardy probate on page 4.

11(a). Did the Decedent own probate real estate?

☐ NO ☒ YES If yes, an approximate value of $TBD (Note: A complete inventory of probate assets with fair market values is to be filed after Personal Representative is appointed.)

11(b). Did the Decedent own probate personal property?

☐ NO ☒ YES If yes, an approximate value of $TBD (Note: A complete inventory of probate assets with fair market values is to be filed after Personal Representative is appointed.)

11(c). Are you seeking appointment as Personal Representative in order to pursue civil litigation on behalf of the Decedent's estate? Is there a civil litigation attorney?

☑ NO ☐ YES If yes, please provide the name of the civil litigation attorney: _____

11(d). At the time of Decedent's death, was he or she involved in any pending civil litigation? Is there a civil litigation attorney?

☑ NO ☐ YES If yes, please state the circumstances and name of attorney on page 4.

11(e). If you answered NO to questions 11(a) - 11(d) above, but are seeking the appointment of a Personal Representative, please explain why the appointment is requested on page 4.

12. Have you made a diligent search for a Will of the Decedent?

☒ YES
☐ NO If no, please explain on page 4.

II. IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the Decedent's Will:

☐ The original is attached.
☐ The original is in the Court's possession.
☐ An exemplified (authenticated) copy of a Will probated in another jurisdiction is attached.
☐ An exemplified (authenticated) copy of a Will not probated in another jurisdiction is attached.
☐ The original of the Will is lost, destroyed, or otherwise unavailable, however, a copy or a description of its contents is attached. (for formal proceeding, explain below or attach supplemental pleadings)

2. The execution date of the Will was: _____
Codicil(s): _____

3. Is there a memorandum that disposes of tangible personal property pursuant to 62-2-512?

☐ NO ☐ YES If yes, attach hereto.

4. To the best of your knowledge, do you believe the Will listed above is the Decedent's validly executed last Will?

☐ YES ☐ NO If no, please explain on page 4.

5. To the best of your knowledge, is any witness to the will an "interested witness" (i.e., does the will make any devise to a witness, a witness's spouse, or a witness's issue)?

☐ NO ☐ YES If yes, please explain on page 4.

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

COMPLETE EXPLANATION(S) FOR QUESTIONS IN SECTIONS I and II HERE.

(If more space is required, use additional sheets.)

III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. If the Applicant/Petitioner is not the proposed Personal Representative(s), list name and address of the person you are proposing be appointed as the fiduciary:

2. Priority for appointment of the proposed Personal Representative (whether applicant or nominee) is:

- ☐ named as Primary Personal Representative in Will
- ☐ named as Alternate Personal Representative in Will
- ☐ nominee of Primary Personal Representative in Will
- ☐ nominee of Alternate Personal Representative in Will
- ☐ surviving spouse of Decedent who is devisee of Decedent or nominee of said spouse
- ☐ other devisee of Decedent (describe): _____or nominee of said devisee
- ☐ surviving spouse of Decedent or nominee of said spouse
- ☒ other heir of Decedent (describe): Son or nominee of said heir
- ☐ creditor (forty-five (45) days after death must have passed) or nominee of creditor; written statement of claim, FORM 371ES, is attached
- ☐ other (describe):_____

3. List below the name(s) of any other person(s), if any, having an equal or higher priority of appointment than the proposed Personal Representative:
Ronald J. Bowen

IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 12th day of January, 2022

Notary Public for South Carolina
My Commission Expires: June 7, 2027

Signature of Applicant/Petitioner: _____

SWORN to before me this _____ day of _____. 20_____

Notary Public for South Carolina
My Commission Expires: _____

Signature of Co-Applicant/Co-Petitioner: _____

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a Will executed _____and
☐ Codicil executed _____ and
☐ Memorandum

be informally ☐ GRANTED ☐ DENIED.

Executed this day of , 2 .

Debra B. Branham, Probate Court Judge

☐ For formal probate of Will, see separate order executed _____.

ORDER OF INFORMAL APPOINTMENT

IT IS HEREBY ORDERED that the above Application for Appointment be granted upon the filing of an appropriate bond, if applicable, and upon the signing of the Qualification and Statement of Acceptance of appointment.

Bond
☐ Fiduciary Bond in the amount of $_____
☐ Bond not required for Personal Representative nominated by Will
☐ Bond not required as Personal Representative is sole heir or sole devisee
☐ Bond not required as Personal Representative is state agency, bank, or trust company
☒ Bond waivers filed
☐ See order dated _____
☐ Other:_____

Notice to Creditors
☒ Required
☐ Not Required

Executed this 12 day of January, 2022.

Debra B. Branham

Debra B. Branham, Probate Court Judge

☐ For formal appointment of Personal Representative, see separate order executed _____.

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate. I further submit personally to the jurisdiction of the Court in any proceeding relating to the Estate.

Signature: _____
Print Name: Calvin Theodore Bowen, Jr.
Address: 2520 Taylor Rd
Cayce, SC 29033
Telephone (Work): _____
(Home): _____
(Cell): _____
Email: _____

Signature: _____
Print Name: _____
Address: _____
_____
Telephone (Work): _____
(Home): _____
(Cell): _____
Email: _____

*Attorney: _____
Address: _____
_____
Telephone: _____
Email: _____

***By completing this information, attorney is designated as attorney of record for assisting Personal Representative until proper withdrawal.**

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ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA **PROBATE COURT**
COUNTY OF KERSHAW

IN THE MATTER OF: CALVIN THEODORE BOWEN, SR
CASE NUMBER: 2022ES2800022

AFFIDAVIT OF PERSONAL REPRESENTATIVE

I, CALVIN THEODORE BOWEN, JR., understand and agree to the following:

1. I am required to keep the court informed about any change of address, phone number, or email address;
2. The assets and monies in the estate are only to be used to pay the debts and obligations of the estate in the proper order of priority;
3. I am to deposit the decedent's monies into an estate account;
4. I am not to use the estate assets or monies for my personal debts or obligations;
5. I am not to use any estate assets or monies for the debts or obligations of any heirs or devisees;
6. I cannot sell tangible personal property owned by the decedent that has a value over $10,000.00 without the authority to do so granted to me in the decedent's will or a court order giving me this specific authority;
7. I cannot sell real property owned by the decedent without the authority to do so granted to me in the decedent's will or a court order giving me this specific authority;
8. I must resolve the debts of the estate before I make any distributions to the heirs or devisees of the estate;
9. I understand that if a claim is filed against the estate, I must respond to the creditor within sixty days after the presentment of the claim, or within fourteen months after the death of the decedent, whichever is later, stating the claim has been allowed or disallowed in whole or in part; and,
10. I will be personally liable to any beneficiary or other person(s) having an interest in the estate for any negligence and/or intentional misconduct in the performance of my duties as Personal Representative.

Executed this 12th day of January, 2022.

Signature: _____
Name: CALVIN THEODORE BOWEN, JR.

Sworn to before me this 12th day of January, 2022.

_____
Notary Public for South Carolina
My Commission Expires: June 7, 2027

STATE OF SOUTH CAROLINA)
)
COUNTY OF Kershaw)

IN THE PROBATE COURT

RENUNCIATION OF RIGHT TO ADMINISTRATION AND/OR NOMINATION AND/OR WAIVER OF BOND

IN THE MATTER OF:)
Calvin T Bowen)
(Decedent))

CASE NUMBER: 2022ES2800022

By renouncing my right to serve as Personal Representative, I am informing the Court that I do not want to be the Personal Representative to administer the estate. I am not giving up any interest in the estate or inheritance rights by signing this document.

The undersigned hereby (check all that apply):

☐ renounces his/her right to serve as Personal Representative of the above-captioned estate.

☒ renounces his/her right to serve as Personal Representative of the above-captioned estate so long as the following nominee serves as Personal Representative:

Name: Calvin T Bowen JR
Address: 2505 Taylor Rd.
Camden, SC 29033

☒ agrees to waive bond for the person(s) nominated above.

I understand this is effective only to the extent the law allows for nomination and waiver of bond.

Executed this 10 day of January, 2022.

SWORN to before me this 10 day of January, 2022
Ruth H Dowey
Notary Public for South Carolina
My commission expires: 2-27-2029

Signature: Ron Bowen
Print Name: Ron Bowen
Address: 239 Hair Lucas Rd,
Elloree, SC 29047
Telephone (Work):
(Home):
(Cell): 803-201-8628
Email:
Relationship to Decedent/Estate: Son

FORM #302ES (1/2014)
62-3-203, 62-3-603

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The Obituary

Mr. Bowen passed away on Friday, November 19, 2021. Born in Columbia, he was the son of the late Leslie and Theresa Willis Bowen. He served in the United States Army during the Korean Conflict. He enjoyed fishing and golf. Most of all, Mr. Bowen loved spending time with his grandchildren.

Surviving are his sons, Calvin T. Bowen, Jr. and his wife, Hiroko and Ronnie Bowen and his wife, Fonda; 8 grandchildren; and 1 great-grandson. He was predeceased by his wife of 65 years, Alma T. Bowen; brother, Ronald Bowen; and sister, Ora Watts.

EXHIBIT E

ONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

IN THE MATTER OF
CALVIN THEODORE BOWEN, SR
(Decedent)

IN THE PROBATE COURT

FIDUCIARY LETTERS

CASE NUMBER: 2022ES2800022

☒ PERSONAL REPRESENTATIVE
☐ SUCCESSOR PERSONAL REPRESENTATIVE
☐ SPECIAL ADMINISTRATOR

On the 12th day of January 2022 CALVIN THEODORE BOWEN, JR.
was/were appointed and qualified as Fiduciary(ies) of the above matter by this court, with all the authority granted to a fiduciary by law

NOW, THEREFORE, LETTERS are issued, as evidence of such appointment, qualification, and authority of the above fiduciary(ies) to do and perform all acts which may be authorized by law.

RESTRICTIONS:

Executed this 12th day of January, 2022

Debra B. Branham

DEBRA B. BRANHAM, PROBATE JUDGE

FORM #140ES (1/2014)
62-3-103

STATE OF SOUTH CAROLINA)
)
COUNTY OF: KERSHAW)
)
IN THE MATTER OF:)
CALVIN THEODORE BOWEN, SR)
(Decedent))

IN THE PROBATE COURT

INFORMATION TO HEIRS AND DEVISEES

CASE NUMBER: 2022ES2800022

On January 12th, 2022, Application/Petition was made to the Probate Court of KERSHAW County at (address), 1121 BROAD STREET CAMDEN, SC 29020 , for the (check all that apply):

INFORMAL	FORMAL
☐ PROBATE OF WILL	☐ TESTACY
☒ APPOINTMENT	☐ APPOINTMENT

In the above matter.

(Complete *if applicable*) The Decedent's Will dated , Codicil(s) dated __ and Memorandum(s) dated ___ was/were presented.

Bond HAS ☐ HAS NOT ☒ been filed.

This notice is being sent to persons who have or may have some interest in the estate.

Please note: This form is required to be sent to all potential devisees and heirs of the Decedent. Receipt of this form does not mean that you will inherit from the Decedent. You may review the file in the Probate Court or see an attorney if you desire further information.

My Application/petition was granted within the past thirty (30) days on January 12 , 20 22 .

Applicant/Personal Representative Name: CALVIN THEODORE BOWEN, JR.
Address: 2505 TAYLOR RD
CAYCE, SC 29033
Telephone (Work):
(Home):
(Cell):
Email: calvinbowen67@gmail.com

Co-Applicant/Co-Personal Representative Name:
Address:

Telephone (Work):
(Home):
(Cell):
Email:

Attorney:
Address:

Telephone:
Email:

FORM #305ES (1/2014)
82-3-300, 82-3-705

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STATE OF SOUTH CAROLINA)
)
COUNTY OF: KERSHAW)
)
IN THE MATTER OF:)
CALVIN THEODORE BOWEN, SR)
(Decedent))

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2022ES2800022

On the 12th day of January, 2022, I mailed or delivered the following document(s):

Information to Heirs and Devisees

☐ A copy of which is attached hereto and incorporated herein, or
☒ The original of which is on file with the Court.

Delivery was accomplished by the following method (check appropriate box):

☒ personal delivery
☐ certified mail
☐ commercial delivery
☐ ordinary first-class mail
☐ registered mail
☐ electronic message (Article 7, Trust matters only)

to each of the following persons at the address shown:

NAME	ADDRESS
Ronald J. Bowen	229 Hass Lucas Rd, Gaston SC 29053
Calvin T. Bowen, Jr.	2505 Taylor Rd, Cayce SC 29033

SWORN to before me this 12 day of January, 20 22

Notary Public for South Carolina
My Commission Expires: June 7, 2027

Signature:
Print Name: CALVIN THEODORE BOWEN, JR.
Address: 2505 TAYLOR RD
CAYCE, SC 29033
Telephone (Work):
(Home):
Cell: 803-237-7428
Email:
Relationship to Decedent/Estate: Son

FORM #120PC (1/2014)
62-1-401, 62-3-706, 62-3-1001, SCRCP 4(d)(9)

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EXHIBIT F

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

ELECTRONICALLY FILED - 2025 Oct 31 2:58 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF KERSHAW	)	CASE NO: 2022ES2800022
	)	
CALVIN THEODORE BOWEN, SR. DECEASED	)	
	)	**ORDER STRIKING CASE**
CALVIN THEODORE BOWEN, JR. PERSONAL REPRESENTATIVE	)	

Upon review of the file, it appears to this Court that proper filings to complete the probate of this estate have not been submitted. Pursuant to Rule 4 of the South Carolina Rules of Probate Court, this file should be removed from the active docket with leave to restore upon good cause being shown why the case should be continued as a pending case.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the same be and is hereby stricken from the active records of this Court with leave to restore; this Order shall not be construed as exonerating any surety of its obligation created under the bond.

IT IS SO ORDERED.

Debra B. Branham, Probate Judge

Dated this
19th day of
September, 2024.

AFFIDAVITS AND EXHIBITS

Affidavit of Indebtedness

Affidavit of Attorney for Unknown Defendants

Affidavit for Attorney Fees

ELECTRONICALLY FILED - 2025 Oct 06 4:02 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA COUNTY OF KERSHAW GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1, Plaintiff, vs. Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendants.	IN THE COURT OF COMMON PLEAS C/A NO.: 2025-CP-28-00383

(File No. 4051.00325)

AFFIDAVIT OF INDEBTEDNESS

BEFORE ME, the undersigned authority, personally appeared Vannak Kang, of GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1 who being first duly sworn, deposes and says:

1. I am authorized to sign this affidavit on behalf of Plaintiff, GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1, as an officer or employee of GITSIT Solutions, LLC, not in its individual

ELECTRONICALLY FILED - 2025 Oct 06 4:02 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1 for the subject loan ("the Loan").

2. GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1 maintains records for the Loan in its capacity as Plaintiff. As part of my job responsibilities for Plaintiff, I am familiar with the type of records maintained by Plaintiff in connection with the Loan.

3. The information in this affidavit is taken from Plaintiff's business records. I have personal knowledge of Plaintiff's procedures for creating these records. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of Plaintiff's regularly conducted business activities; and (c) it is the regular practice of Plaintiff to make such records.

4. Plaintiff is the assignee of the security instrument for the subject loan. Plaintiff has exercised its option under the Note and Mortgage to accelerate the Loan and declare the entire principal balance, together with interest, advances and other charges immediately due and payable. Plaintiff has the right to foreclose the subject note and mortgage.

5. The business record attached as Exhibit "A", which I have personally reviewed, is a true and correct printout that is part of the business records described above. It shows that Alma T. Bowen and Calvin T. Bowen Sr. defaulted on the Loan, the default has not been cured, and the amount stated on the attached business record is owed on the Loan.

6. Plaintiff's books and records reflect that there is now due and owing to the Plaintiff the following amounts:

Principal amount due as of November 19, 2021	$109,846.84
Interest from October 19, 2021 to July 30, 2025 at a current rate of 5.0600%	$3,425.07
Advances -	
Escrow	$311.52
Legal Fees	$4,977.06
Other Fees	$6,864.40
TOTAL	**$125,424.89**

7. Interest at the rate of 5.0600% continues to accrue for each day that the debt remains unpaid at a rate of $15.23, subject to any adjustment as provided for in the Note.

8. On account of Defendant's default under the Note and Mortgage sued upon herein, Plaintiff retained its attorney of record and instructed the filing of this action and agreed, bound and obligated itself to pay said attorney for his/her services on its behalf such sum as the Court shall adjudge to be reasonable.

Further Affiant sayeth not.

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1

Dated: July 9, 2025

By: Vannak Kang

Title: Foreclosure Specialist

Subscribed and sworn before me in the County of _____,
State of _____, this _____ day of _____, 20_____.

_____(Notary's official Signature)

_____(Commission Expiration)

See Attached

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CALIFORNIA NOTARY JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this 9th day of July, 2024 by Jonnak Kang, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public Signature
Commission Expires:

(Notary Public Seal)

LEONARDO IBARRA
Notary Public - California
Orange County
Commission # 2435554
My Comm. Expires Jan 23, 2027

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GITSIT Solutions, LLC
333 South Anita Drive
Suite 400
Orange, CA 92868

(888) 566-3287 Office - (877) 566-3287 Fax
Reg Office Hrs M-F 8 AM - 5 PM

Judgment Figures

Date: 07/02/2025

Loan Number: (REDACTED

Borrower Name(s): THE ESTATE OF ALMA T BOWEN
THE ESTATE OF CALVIN T BOWEN SR

Subject Property: 1131 BROOKGREEN CT
CAMDEN, SC 29020

Legal Status: FCL

Description		Amount
Loan ID	0002190632	
Unpaid Principal		$109,846.84
Due Date	11/19/2021	
Good Thru Date	07/30/2025	
Interest Rate	0.000%	
Per Diem	$15.23	
Interest Method	Interest Only	
Interest Total		$3,425.07
Deferred Interest		$0.00
Deferred Principal		$0.00
Late Charges		$0.00
Escrow Advances		$311.52
Legal Fees		$4,977.06
Total Credits		$0.00
NSF Balance		$0.00
Outstanding Legal Fees		$0.00
Other Fees		$6,864.40
Default Interest		$0.00
Total		**$125,424.89**

Interest Accrual Schedule			
Interest Accrual Detail	**Installment Amount**	**Per Diem**	**Running Total**
10/19/2021 thru 11/18/2021 @ 0%	$0.00	$0.00	$0.00
11/19/2021 thru 12/18/2021 @ 0%	$0.00	$0.00	$0.00
12/19/2021 thru 01/18/2022 @ 0%	$0.00	$0.00	$0.00
01/19/2022 thru 02/18/2022 @ 0%	$0.00	$0.00	$0.00
)2/19/2022 thru 03/18/2022 @ 0%	$0.00	$0.00	$0.00
)3/19/2022 thru 04/18/2022 @ 0%	$0.00	$0.00	$0.00
)4/19/2022 thru 05/18/2022 @ 0%	$0.00	$0.00	$0.00
)5/19/2022 thru 06/18/2022 @ 0%	$0.00	$0.00	$0.00
)6/19/2022 thru 07/18/2022 @ 0%	$0.00	$0.00	$0.00
)7/19/2022 thru 08/18/2022 @ 0%	$0.00	$0.00	$0.00
)8/19/2022 thru 09/18/2022 @ 0%	$0.00	$0.00	$0.00
)9/19/2022 thru 10/18/2022 @ 0%	$0.00	$0.00	$0.00
10/19/2022 thru 11/18/2022 @ 0%	$0.00	$0.00	$0.00
11/19/2022 thru 12/18/2022 @ 0%	$0.00	$0.00	$0.00
12/19/2022 thru 01/18/2023 @ 0%	$0.00	$0.00	$0.00
)1/19/2023 thru 02/18/2023 @ 0%	$0.00	$0.00	$0.00
)2/19/2023 thru 03/18/2023 @ 0%	$0.00	$0.00	$0.00
)3/19/2023 thru 04/18/2023 @ 0%	$0.00	$0.00	$0.00
)4/19/2023 thru 05/18/2023 @ 0%	$0.00	$0.00	$0.00
)5/19/2023 thru 06/18/2023 @ 0%	$0.00	$0.00	$0.00
)6/19/2023 thru 07/18/2023 @ 0%	$0.00	$0.00	$0.00
)7/19/2023 thru 08/18/2023 @ 0%	$0.00	$0.00	$0.00
)8/19/2023 thru 09/18/2023 @ 0%	$0.00	$0.00	$0.00
)9/19/2023 thru 10/18/2023 @ 0%	$0.00	$0.00	$0.00
10/19/2023 thru 11/18/2023 @ 0%	$0.00	$0.00	$0.00

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11/19/2023 thru 12/18/2023 @ 0%	$0.00	$0.00	$0.00
12/19/2023 thru 01/18/2024 @ 0%	$0.00	$0.00	$0.00
)1/19/2024 thru 02/18/2024 @ 0%	$0.00	$0.00	$0.00
)2/19/2024 thru 03/18/2024 @ 0%	$0.00	$0.00	$0.00
)3/19/2024 thru 04/18/2024 @ 0%	$0.00	$0.00	$0.00
)4/19/2024 thru 05/18/2024 @ 0%	$0.00	$0.00	$0.00
)5/19/2024 thru 06/18/2024 @ 0%	$0.00	$0.00	$0.00
)6/19/2024 thru 07/18/2024 @ 0%	$0.00	$0.00	$0.00
)7/19/2024 thru 08/18/2024 @ 0%	$0.00	$0.00	$0.00
)8/19/2024 thru 09/18/2024 @ 0%	$0.00	$0.00	$0.00
)9/19/2024 thru 10/18/2024 @ 0%	$0.00	$0.00	$0.00
10/19/2024 thru 11/18/2024 @ 0%	$0.00	$0.00	$0.00
11/19/2024 thru 12/18/2024 @ 0%	$0.00	$0.00	$0.00
12/19/2024 thru 01/18/2025 @ 5.06%	$463.19	$15.23	$463.19
)1/19/2025 thru 02/18/2025 @ 5.06%	$463.19	$15.23	$926.38
)2/19/2025 thru 03/18/2025 @ 5.06%	$463.19	$15.23	$1,389.57
)3/19/2025 thru 04/18/2025 @ 5.06%	$463.19	$15.23	$1,852.76
)4/19/2025 thru 05/18/2025 @ 5.06%	$463.19	$15.23	$2,315.95
)5/19/2025 thru 06/18/2025 @ 5.06%	$463.19	$15.23	$2,779.14
)6/19/2025 thru 07/18/2025 @ 5.06%	$463.19	$15.23	$3,242.33
)7/19/2025 thru 07/30/2025 @ 5.06%	$182.74	$15.23	$3,425.07

otal Accrued Interest	**$3,425.07**

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Escrow Details

Effective Date	Payee	Description	Transaction Amount
05/22/2025	GITSIT - Proctor Financial	Insurance Premium Disbursement	$252.64
06/23/2025	GITSIT - Proctor Financial	Insurance Premium Disbursement	$58.88
		Total Escrow Advances	**$311.52**

Other Fee Details

Effective Date	Payee	Description	Transaction Amount
10/27/2022	Prior Servicer	Management Fee for custodial (Property Preservation)	$91.50
11/25/2022	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
12/27/2022	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
01/26/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
02/27/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
03/28/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
05/10/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
06/07/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
07/10/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
07/31/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
08/28/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
09/29/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
11/07/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
12/12/2023	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
01/18/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
01/30/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
02/28/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$305.00
04/03/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$27.45
04/05/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$273.45

04/29/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$199.00
05/30/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$199.00
06/25/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$199.00
07/30/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$199.00
08/23/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$199.00
09/24/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$199.00
10/25/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$199.00
12/06/2024	Prior Servicer	Management Fee for custodial (Property Preservation)	$199.00
		Total OtherFee Charges	**$6,864.40**

Legal Fee Details

Effective Date	Payee	Description	Transaction Amount
04/30/2025	GITSIT - Riley Pope & Laney LLC	Legal Fees Disb	$2,825.00
04/30/2025	GITSIT - Riley Pope & Laney LLC	Legal Fees Disb	$230.32
05/19/2025	GITSIT - Riley Pope & Laney LLC	Legal Fees Disb	$400.00
05/19/2025	GITSIT - Riley Pope & Laney LLC	Legal Fees Disb	$1,521.74
		Total Legal Fees	**$4,977.06**

[Insert Affidavit of Indebtedness]

--- PAGE BREAK ---

ELECTRONICALLY FILED - 2025 Oct 06 4:02 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

ELECTRONICALLY FILED - 2025 Sep 24 9:06 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA	**IN THE COURT OF COMMON PLEAS**
COUNTY OF KERSHAW	**CIVIL ACTION: 2025-CP-28-00383**
GITSIT SOLUTIONS, LLC, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS SEPARATE TRUSTEE OF GITSIT MORTGAGE LOAN TRUST BBPLC1, **PLAINTIFF,** **v.** **CALVIN THEODORE BOWEN, JR., ET AL.** **DEFENDANTS.**	**AFFIDAVIT OF ATTORNEY FOR UNKNOWN DEFENDANTS IN THE MILITARY SERVICE AND GUARDIAN AD LITEM FOR UNKNOWN DEFENDANTS WHO ARE MINORS OR UNDER LEGAL DISABILITY**

PERSONALLY APPEARED BEFORE ME, Kelley Y. Woody, who being duly sworn, deposes and states as follows:

1. That she consented to her appointment as Attorney for Unknown Defendants in the Military Service and Guardian ad Litem for Unknown Defendants who are Minors or Under Legal Disability (Unknown Defendants also referred to as John Doe and Richard Roe);

2. That she reviewed the pleadings filed by Plaintiff's attorney regarding this matter;

3. That she filed an Answer and a Consent to Reference on behalf of the Unknown Defendants;

4. That she sent correspondence to Ronald Bowen, Calvin Theodore Bowen, Jr., Personal Representative for the Estate of Calvin Theodore Bowen, Sr., and the Estate of Calvin Theodore Bowen, Sr. inquiring as to heirs and devisees of Calvin T. Bowen, Sr. or other persons who may claim any interest in the subject property other than those named in the Complaint; a copy of this letter is filed herewith as Exhibit A;

5. That Calvin T. Bowen, Jr. telephoned Affiant and informed her there are no other heirs;

6. That the letter addressed to the Estate of Calvin Theodore Bowen, Sr. was returned and marked "undeliverable";

7. That Affiant received no other response to these letters nor were they returned to her;

FURTHER AFFIANT SAYETH NOT.

Kelley Y. Woody (S.C. Bar No. 7307)
Guardian ad Litem Nisi and Attorney for Unknown Defendants (John Doe and Richard Roe)
P.O. Box 6432
Columbia, SC 29209
803-787-9678 (phone) kwoody@kelleywoody.com

SWORN TO BEFORE ME THIS
September 24 2025

Linda P. Long
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: January 19, 2034

ELECTRONICALLY FILED - 2025 Sep 24 9:06 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

ELECTRONICALLY FILED - 2025 Oct 06 4:02 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA COUNTY OF KERSHAW GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1, Plaintiff, vs. Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendants.	IN THE COURT OF COMMON PLEAS C/A NO.: 2025-CP-28-00383 **AFFIDAVIT OF ATTORNEY FEES** Foreclosure of Real Estate Mortgage

(File No. 4051.00325)

Personally appeared before me, the undersigned, attorney for the Plaintiff, who first being duly sworn, deposes and says as follows:

1. I am an attorney for the Plaintiff in the above referenced matter.

2. This case is an action to foreclose a mortgage on real property located in KERSHAW County, South Carolina. The subject mortgage specifically provides that the Plaintiff is entitled to the recovery of attorneys' fees and costs associated with the collection of sums due under the promissory Note and Mortgage and other applicable loan documents.

3. I was retained by the Plaintiff to conduct this foreclosure action pursuant to:

(a) A contractual rate of compensation providing for a flat attorneys' fee in the amount of $3,850.00.

4. Under Dedes v. Strickland, 414 S.E.2d. 134 (S.C. 1992), the Supreme Court of South Carolina has set forth the factors to be considered in an award of attorney's fees in real property actions. These factors include nature, extent, and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fees charged in the

locality for similar services, and the beneficial result obtained. These factors, as applied in this case, are as follows:

a. Nature, Extent, and Difficulty of the Legal Services Rendered. As stated earlier, this is an action to foreclose a mortgage on real property. The ordinary case may involve such complex issues of real property law including title search matters, potential lien priorities, sufficient debt affidavits, reformation and mobile home and other matters. The Master, who requires a Record with exhibits and a Judgment Order to be prepared by Plaintiff's counsel, held a hearing. Accordingly, the factual and legal issues presented were complex and detailed in nature, the extent of the work performed was necessary to adequately prepare and try these matters, and the matters decided were of legal and factual difficulty.

b. Time and Labor Necessarily Devoted to the Case. As stated above, this case involved difficult issues of both legal and factual natures. Accordingly, the time and labor devoted to this case were necessary to properly prepare and try this case.

c. Professional Standing of Counsel. The attorneys representing the Plaintiff in this case are licensed members of the South Carolina State Bar. Collectively, they have several years' experience in practice in South Carolina. The practice of Plaintiff's attorneys consists of foreclosure cases, collection cases, real property closing transactions, real property litigation, land title questions and other land related litigation. More specifically, Plaintiff's attorneys have collectively been involved in thousands of mortgage foreclosure cases. Accordingly, I submit that Plaintiff's attorneys have high professional standing in general and in this area of practice.

d. Contingency of Compensation. As recited above, compensation in this case is based on a flat-fee rate of $3,850.00.

e. Customary Fee Charged on the Locality for Similar Services. I am aware from discussions with clients, other attorneys in the Foreclosure Bar in the Midlands region of South Carolina, and from my general familiarity with the legal profession that the fees charged for services similarly to those in this case are from $900 to $4,500 per case. As stated earlier, my flat-fee rate of $3,850.00 is within this range in this case. Accordingly, this rate is the fee customarily charged in this locality for similar services.

f. Beneficial Results Obtained. This attorney obtained beneficial results for the Plaintiff in this action by securing a Judgment enforcing Plaintiff's mortgage rights with regard to the subject real property. Accordingly, it is submitted that beneficial results were obtained by this firm on the Plaintiff's behalf.

5. As stated above, the contract rate between our firm and the Plaintiff and/or its servicer for a routine,

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uncontested, default foreclosure of a single family residential property is $3,850.00. An additional fee was approved in the amount of $900.00 to cure title defects. An additional fee of $125.00 was approved to prepare an order of publication. An additional fee of $400.00 was approved to appoint a guardian ad litem. In addition, our firm reserves the right to re-visit the question of attorney fees should the action proceed in an unexpected way after the hearing.

6. After due consideration of the nature, extent, and difficulty of the legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the contingency of compensation, the customary fee charged in the locality for similar services, and the beneficial result obtained, I respectfully submit that an award of attorney's fees to the full extent set forth in this Affidavit is appropriate; therefore, Plaintiff is entitled to recover $5,275.00 in attorney's fees.

7. The costs in this matter total $3,410.75. These costs include filing fees, reference fees, service costs, and other miscellaneous costs. The costs are reasonable and necessary to pursue this action and are not, I believe, excessive given the nature, extent and difficulty of the legal services in this case, the time and labor devoted to this case, and the beneficial result obtained.

8. Accordingly, the total attorney's fees and costs sought in this case and allowable under the terms of the Note and Mortgage total $8,685.75.

FURTHER AFFIANT SAYETH NOT.

☐ Heidi B. Carey, SC Bar #7020
☒ T. Lowndes Pope, SC Bar #66507
☐ Jamie Anna Weller, SC Bar #105548
RILEY POPE & LANEY, LLC
2838 Devine Street
Columbia, South Carolina 29205
(803) 799-9993
Attorney for Plaintiff

October 16, 2025
Columbia, South Carolina

SWORN to before me this
16 day of October, 2025

Notary Public for South Carolina
My Commission Expires:

KATHERINE S. CAMERON NOTARY PUBLIC SOUTH CAROLINA EXP. November 12, 2031

ELECTRONICALLY FILED - 2025 Oct 06 4:02 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF)UTH CAROLINA FOR RECORD SOUTH

IN THE RT OF COMMON PLEAS 2025 NOV -3 PM 1:36 COURT OF

COUNTY KERSHAW GINGER H. FARMER CLERK OF COURT KERSHAW COUNTY, SC OF case No.: 2025-CP-28-003i

Affidavit of Publication

4051.00325

AFFP
175-Stox 6876 Bowen

Affidavit of Publication

STATE OF SC }
COUNTY OF KERSHAW } SS

Linda O'Neil, being duly sworn, says:

That she is Circulation Manager of the Chronicle-Independent, a daily newspaper of general circulation, printed and published in Camden, Kershaw County, SC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following

May 13, 2025, May 20, 2025, May 27, 2025

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Circulation Manager

Subscribed to and sworn to me this 27th day of May 2025.

Krist Ross, Notary, Lancaster County, SC

My commission expires: July 22, 2034

KRISTI ROSS NOTARY PUBLIC COMM. EXP. 07-22-2034 SOUTH CAROLINA

70087475 71226581

CI
STOX Posting & Publishing
2701 Transit Road Ste 139
Elma, NY 14059

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Exhibit A

KELLEY YARBOROUGH WOODY
ATTORNEY AT LAW, LLC
P.O. BOX 6432•COLUMBIA•SOUTH CAROLINA•29260
803-787-9678 (PHONE)•803-787-9743 (FAX)•KWOODY@KELLEYWOODY.COM

ELECTRONICALLY FILED - 2025 Sep 24 9:06 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

May 15, 2025

Ronald Bowen
229 Hass Lucas Road
Gaston, SC 29053

Calvin Theodore Bowen, Jr.
P.R., Estate of Calvin Theodore Bowen, Sr.
2505 Taylor Road
Cayce, SC 29033

Estate of Calvin Theodore Bowen, Sr.
1131 Brookgreen Court
Camden, SC 29020

Re: GITSIT Solutions v. Calvin Theodore Bowen, Jr., et al.
Civil Action: 2025-CP-28-00383

Dear Ladies and Gentlemen:

I am the court appointed Guardian ad Litem Nisi for any **Unknown** Defendants Who May be Minors or Under Legal Disability and the court appointed Attorney for any **Unknown** Defendants Who May Be in the Military Service of United States of America (Unknown Defendants) in the above-referenced action only. I filed an Answer on behalf of these defendants.

This action seeks foreclosure of real property owned by Calvin T. Bowen (deceased) and termination of rights to this property held by any heirs or devisees of Calvin T. Bowen. The subject property location is 1131 Brookgreen Court, Camden, South Carolina.

It is my duty to raise any legal defenses that any *unknown* persons who are minors, incarcerated, incompetent, or in the military may have to this action. Calvin Theodore Bowen, Jr. and Ronald Bowen are the only known heirs of Calvin T. Bowen, Sr. Please contact me with any information you may have as to other heirs of or other persons or entities who claim or may claim any interest in the subject property.

Sincerely,

Kelley Y. Woody

Kelley Y. Woody

Exhibit A

REDACTED

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State of SOUTH CAROLINA

FIXED RATE NOTE
CLOSED END
(Home Equity Conversion)

August 21, 2012

REDACTED

1131 Brookgreen Court, Camden, South Carolina 29020 (Property Address)

1. DEFINITIONS
"Borrower" means each person signing at the end of this Note. "Lender" means Reverse Mortgage USA, Inc. and its successors and assigns. "Secretary" means the Secretary of Housing and Urban Development or his or her authorized representatives.

2. BORROWER'S PROMISE TO PAY; INTEREST
In return for amounts to be advanced by Lender to or for the benefit of Borrower under the terms of a Home Equity Conversion Loan Agreement dated August 21, 2012 ("Loan Agreement"), Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Loan Advances made under the Loan Agreement with interest. All amounts advanced by Lender, plus interest, if not due earlier, are due and payable on December 11, 2085. Interest will be charged on unpaid principal at the rate of Five AND Sixty Thousandth percent (5.060%) per year until the full amount of principal has been paid. Accrued interest shall be added to the principal balance as a Loan Advance at the end of each month.

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

4. MANNER OF PAYMENT

(A) Time
Borrower shall pay all outstanding principal and accrued interest to Lender upon receipt of a notice by Lender requiring immediate payment-in-full, as provided in Paragraph 6 of this Note.

(B) Place
Payment shall be made at Reverse Mortgage USA, Inc., 6500 River Place Blvd, Building 1, Ste 425, Austin, TX 78730 or any such other place as Lender may designate in writing by notice to Borrower.

(C) Limitation of Liability
Borrower shall have no personal liability for payment of the debt. Lender shall enforce the debt only through sale of the Property covered by the Security Instrument ("Property"). If this Note is assigned to the Secretary, the Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

5. BORROWER'S RIGHT TO PREPAY
A Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. Any amount of debt prepaid will first be applied to reduce the principal balance of the Second Note described in Paragraph 10 of this Note and then to reduce the principal balance of this Note.

A.T.B. A.T.B.

REDACTED

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All prepayments of the principal balance shall be applied by Lender as follows:

First, to that portion of the principal balance representing aggregate payments for mortgage insurance premiums;

Second, to that portion of the principal balance representing aggregate payments for servicing fees;

Third, to that portion of the principal balance representing accrued interest due under the Note; and

Fourth, to the remaining portion of the principal balance.

To the extent Borrower prepays any outstanding balance under this Note, such amounts will no longer be available to be advanced under this Note.

6. IMMEDIATE PAYMENT-IN-FULL

(A) Death or Sale

Lender may require immediate payment-in-full of all outstanding principal and accrued interest if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower, or
(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(B) Other Grounds

Lender may require immediate payment-in-full of all outstanding principal and accrued interest, upon approval by an authorized representative of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower;
(ii) For a period of longer than 12 consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under the Security Instrument is not performed.

(C) Payment of Costs and Expenses

If Lender has required immediate payment-in-full as described above, the debt enforced through sale of the Property may include costs and expenses, including reasonable and customary attorney's fees, associated with enforcement of this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

(D) Trusts

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph.

7. WAIVERS

C.T.B. A.T.B.

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Borrower waives the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE
If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note only through sale of the Property.

10. RELATIONSHIP TO SECOND NOTE

(A) Second Note
Because Borrower will be required to repay amounts which the Secretary may make to or on behalf of Borrower pursuant to Section 255 (i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to grant a Second Note to the Secretary.

(B) Relationship of Secretary Payments to this Note
Payments made by the Secretary shall not be included in the debt due under this Note unless:

(i) This Note is assigned to the Secretary; or
(ii) The Secretary accepts reimbursements by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, shall be included in the debt.

(C) Effect on Borrower
Where there is no assignment or reimbursement as described in (B)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under this Note until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note held by the Secretary, notwithstanding anything to the contrary in Paragraph 6 of this Note; or
(ii) Be obligated to pay interest under this Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance of this Note, notwithstanding anything to the contrary in Paragraph 2 of this Note or any Allonge to this Note.

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

Alma T. Bowen (SEAL) — 8-21-12
Alma T Bowen — Date

Calvin T. Bowen Sr. (SEAL) — 8-21-12
Calvin T Bowen; Sr — Date

ALLONGE

REDACTED

BORROWERS: Bowen, Alma; Bowen, Calvin

PAY TO THE ORDER OF:

_____

WITHOUT RECOURSE

COMPANY NAME: REVERSE MORTGAGE SOLUTIONS, INC.

BY: Robbye Johnson

ROBBYE JOHNSON
VICE PRESIDENT

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

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Allonge

REDACTED

Borrower Name(s):	**Alma T Bowen and Calvin T Bowen, Sr**
Property Address:	**1131 Brookgreen Court** **Camden, South Carolina 29020**
Note/Loan Amount:	**$102,750.00**
Note/Loan Date:	**8/21/2012**

PAY TO THE ORDER OF:

Reverse Mortgage Solutions, Inc.

WITHOUT RECOURSE

Company Name:	**Reverse Mortgage USA, Inc.**
Signature:	Suzy Kern
Name:	**Suzy Kern**
Title:	**Senior Closer**

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Instrument Volume Page
201200006490 OR 2981 220

Exhibit B

201200006490
Filed for Record in
KERSHAW COUNTY SC
BILLIE MCLEOD, REGISTER
09-06-2012 At 11:10:30 am.
MORTGAGE 19.00
OR Volume 2981 Page 220 - 232

Record and Return to: Reverse Mortgage USA, Inc.
6500 River Place Blvd, Building 1, Ste 425
Austin, TX 78730
Suzy Kerr

After Recording Return to:
Madison Settlement Services
300 Frederick Street Ste. 5
Hanover, PA 17331
MH 47458

#1

[Space Above This Line For Recording Data]

State of SOUTH CAROLINA

REDACTED

FIXED RATE
HOME EQUITY CONVERSION MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **August 21, 2012**. The mortgagor is **Alma T Bowen and Calvin T Bowen, For and During their Joint Lives and Upon the Death of Either of Them, Then to the Survivor of Them**, whose address is **1131 Brookgreen Court, Camden, South Carolina 29020** ("Borrower"). This Security Instrument is given to **Reverse Mortgage USA, Inc.**, which is organized and existing under the laws of United States of America, and whose address is **6500 River Place Blvd. Building 1, Ste 425, Austin, TX 78730**("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Fixed-Rate Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a fixed rate (interest), and all renewals, extensions and modifications of the Note; (b) and all future advances made under the Loan Agreement and the Note or as provided hereunder, including the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument up to a maximum principal amount of **One Hundred Two Thousand, Seven Hundred Fifty Dollars and Zero Cents (U.S. $102,750.00)** plus interest thereon, attorneys' fees and court costs, which interest may be deferred, accrued, or capitalized, subject to such greater amounts as may be permitted by S.C. Code Ann. § 29-4-40 (1976) as amended; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on **December 11, 2085**. For this purpose, Borrower does hereby mortgage, grant, convey, bargain, sell, alien, remise, release, assign, transfer, hypothecate, pledge, deliver, set over, warrant, confirm and grant a security interest to Lender and Lender's successors and assigns, in and to the following described property located in **KERSHAW** County, SOUTH CAROLINA:

See legal description as Exhibit A attached hereto and made a part hereof for all intents and purposes

C.T.B. A.T.B.

Instrument 201200006490 OR Volume 2981 Page 221

which has the address of
1131 Brookgreen Court, Camden, South Carolina 29020, ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TO HAVE AND TO HOLD the Property and all parts thereof unto Lender and Lender's successors and assigns, forever, subject, however, to the terms and conditions herein.

PROVIDED, HOWEVER, that if Borrower shall promptly pay or cause to be paid to Lender the principal and interest payable under the Loan Agreement, at the times and in the manner stipulated therein, herein, and in all other instruments securing the Loan Agreement, all without any deduction or credit for taxes or other similar charges paid by Borrower, and shall keep, perform, and observe all the covenants and promises in the Loan Agreement, and any renewal, extension or modification thereof, and in this and in all other instruments securing the Loan Agreement, to be kept, performed or observed by Borrower, then this Security Instrument, and all the properties, interest and rights hereby granted, conveyed and assigned shall cease and be void, but shall otherwise remain in full force and effect.

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

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

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

1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance

C.T.B. Le
A.T.D.

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Instrument 201200006490 OR Volume 2981 Page 222

proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender

C.T.B. Jr.
B.T.B.

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Due and Payable. Lender may require immediate payment-in-full of all sums secured by this Security Instrument if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or

(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) Due and Payable with Secretary Approval. Lender may require immediate payment-in-full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or

(ii) For a period of longer than 12 consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in this Paragraph 9 (a)(ii) and (b) occur.

(d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a)(ii) and (b). Lender shall not have the right to commence foreclosure until Borrower has had 30 days after notice to either:

(i) Correct the matter which resulted in the Security Instrument coming due and payable; or

(ii) Pay the balance in full; or

(iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or

C.T.B, Jr
A.T.B.

Instrument 201200006490 OR Volume 2981 Page 224

(iv) Provide the Lender with a deed-in-lieu of foreclosure.

(e) **Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment-in-full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to eight (8) months from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment-in-full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment-in-full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment-in-full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

(a) **Modification.**

Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender

S.T.B., Jr. A.T.B.

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs.

Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) Prior Liens.

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

13. Relationship to Second Security Instrument.

(a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

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

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

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

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

C.T.B. Jr.
A.T.B.

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment-in-full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

23. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by applicable law.

24. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made pursuant to the Note or this Security Instrument, as provided by S.C. Code Ann. § 29-3-50 (1976), as amended, the maximum principal amount of all indebtedness outstanding at any one time secured hereby shall not exceed the maximum principal amount set forth on page one of this Security Instrument, plus interest thereon, attorneys' fees and court costs, which interest may be deferred, accrued or capitalized, subject to such greater amounts as may be permitted by S.C. Code Ann. § 29-4-40 (1976), as amended. Interest may be deferred, accrued or capitalized.

25. Deferred Interest. Interest will be charged on unpaid principal (including Capitalized Interest) until the full amount of principal, including Capitalized Interest, has been paid. Interest will accrue daily and be added to the principal balance as a Loan Advance at the end of each month. Such interest, when added to the principal balance, is "Capitalized Interest."

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

☐ Condominium Rider ☐ Planned Unit Development Rider

☐ Other [Specify]

A.T.B. A.T.B.

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Instrument 201200006490 OR Volume 2981 Page 228

The undersigned hereby sign(s) and seal(s) this Security Instrument and accept(s) and agree(s) to the terms contained in this Security Instrument and in any rider(s) executed and recorded with it.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

Witnesses:

Frances D. McKenzie

Joyce C Hicks

Alma T. Bowen (SEAL) 8-21-12
Alma T Bowen Date

Calvin T Bowen Sr (SEAL) 8-21-12
Calvin T Bowen, Sr Date

[Space Below This Line For Acknowledgment]

Alternative A

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF Kershaw)

Personally appeared before me the undersigned witness and made oath that he/she saw the within-named Alma T. Bowen and Calvin T. Bowen Sr., sign seal and as his/her/its/their act and deed deliver the above-written instrument for the uses and purposes therein mentioned, and that he/she with JOYCE C. HICKS witnessed the execution thereof.

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Instrument 201200004490 OR Volume 2981 Page 229

Frances D. McKenzie
Witness
FRANCES D. McKENZIE

Sworn to before me this 21st
day of August, 2012.

Joyce C. Hicks (L.S.)
Notary Public for S. Richland

JOYCE C. HICKS NOTARY PUBLIC SOUTH CAROLINA

My Commission expires: July 19, 2020

Alternative B

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF _____)

I, the undersigned notary public for the State of _____ do hereby certify that

_____ and _____ personally

appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 200____.

_____

Notary Public:_____

My Commission expires_____

Instrument 201200006490 OR Volume 2981 Page 230

Derivation: This being the same property conveyed to Borrower by deed of Warranty dated and recorded in the Office of the RMC or Clerk of Court for Kershaw County in Book IJ 1811-95 at Page 1811.

Tax Map Number: C285-06-00-065

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Instrument 201200006490 OR Volume 2981 Page 231

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

EXHIBIT A

Exhibit A to the Mortgage made on August 21, 2012, by Alma T Bowen and Calvin T Bowen, For and During their Joint Lives and Upon the Death of Either of Them, Then to the Survivor of Them ("Borrower") to Reverse Mortgage USA, Inc. ("Lender"). The Property is located in the county

Description of Property

Exhibit "A" attached hereto and made a part hereof

C.T.B. Sr.
A.T.B.

Instrument 20120006490 OR Volume 2981 Page 232

EXHIBIT A

ALL THAT PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE CITY OF CAMDEN, COUNTY OF KERSHAW, STATE OF SOUTH CAROLINA, IN SUBDIVISION KNOWN AS BURNDALE, AND DESIGNATED AS LOT 8 OF BLOCK B ON PLAT OF SAME, RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR KERSHAW COUNTY IN PLAT BOOK 16, AT PAGE 7. SAID LOT FRONTS EASTWARD ON BROOKGREEN COURT A DISTANCE OF SEVENTY FIVE (75') FEET AND EXTENDS BACK WESTWARDLY THEREFROM ON THE NORTHERN BOUNDARY A DISTANCE OF ONE HUNDRED FORTY NINE AND 7/10 (149.7') FEET, AS SHOWN ON A PLAT PREPARED BY A.B. BOYKIN, SURVEYOR, DATED JUNE 28, 1952. SAID LOT IS BOUNDED ON THE NORTH BY LOT #9 OF SAID SUBDIVISION; EAST BY BROOKGREEN COURT (A STREET); SOUTH BY LOT #7; AND WEST BY LOT #16. (HIS LOT IS ALSO SHOWN ON INDIVIDUAL PLAT PREPARED BY S. TETTERTON, R.L.S., DATED OCTOBER 18, 1954, AND RECORDED IN THE OFFICE OF CLERK OF COURT FOR KERSHAW COUNTY IN PLAT BOOK 20, AT PAGE 59.

THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN THE OFFICE OF CLERK OF COURT FOR KERSHAW COUNTY IN BOOK DV, AT PAGE 198.

AND BEING THE SAME PREMISES CONVEYED TO CALVIN T. BOWEN, SR. AND ALMA T. BOWEN, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM, BY VIRTUE OF A WARRANTY DEED FROM SIDNEY S. LOCKE, DATED JANUARY 3, 1978, AND RECORDED JANUARY 3, 1978, IN THE COUNTY OF KERSHAW, SOUTH CAROLINA, IN BOOK LJ, PAGE 1811.

C.T. B., Sr.
A.T. B.,

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Instrument Volume Page
201200008609 OR 3014 274

201200008609
Filed for Record in
KERSHAW COUNTY SC
BILLIE MCLEOD, REGISTER
11-26-2012 At 10:33:09 am.
ASSIGNMENT 7.00
OR Volume 3014 Page 274 - 275

Return To:
Madison Settlement Services
580 Carlisle Street, Suite B
Hanover, PA 17331
Prepared By:

Note Amount: $102,750.00

Reverse Mortgage Solutions, Inc.
2727 Spring Creek Drive
Spring, TX 77373
REDACTED
REDACTED

Assignment of Mortgage/Deed of Trust

FOR VALUE RECEIVED, the undersigned holder of a Mortgage/Deed of Trust (herein "Assignor") whose address is 6500 River Place Blvd, Building 1, Ste 425, Austin, TX 78730, does hereby grant, sell, assign, transfer and convey, unto Reverse Mortgage Solutions, Inc. and existing under the laws of (herein "Assignee"), whose address is 2727 Spring Creek Drive, Spring, TX 77373, a certain Mortgage/Deed of Trust dated August 21, 2012 made and executed by Alma T Bowen and Calvin T Bowen, For and During their Joint Lives and Upon the Death of Either of Them, Then to the Survivor of Them, to and in favor of Reverse Mortgage USA, Inc., upon the following described property situated in KERSHAW County, State of SOUTH CAROLINA:

Exhibit "A" attached hereto and made a part hereof

Commonly Known As: 1131 Brookgreen Court, Camden, South Carolina 29020

such Mortgage/Deed of Trust having been given to secure payment of $102,750.00, (Maximum Principal Amount)

which Mortgage is of record in Book, Volume, or Liber No. 2981, at page 220
(or as No. 201200004410) of the County Records of Kershaw
County, State of SC, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage/Deed of Trust.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage/Deed of Trust

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage/Deed of Trust on

8-27, 2012

Reverse Mortgage USA, Inc.
(Assignor)

By: Suzy Kern
Suzy Kern
Senior Closer

Witness: SUSAN CHAMBERS

Witness: MARCIE BARNETT

STATE OF SOUTH CAROLINA Texas
COUNTY OF KERSHAW Travis

On 8-27-12 before me, Ruben Maltos a Notary Public in and for said County/City and State, personally appeared Suzy Kern, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Notary Public

RUBEN MALTOS
Notary Public, State of Texas
My Commission Expires
April 20, 2016

My Commission Expires:

Instrument 201200008609 OR Volume 3014 Page 275

EXHIBIT A

ALL THAT PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE CITY OF CAMDEN, COUNTY OF KERSHAW, STATE OF SOUTH CAROLINA, IN SUBDIVISION KNOWN AS BURNDALE, AND DESIGNATED AS LOT 8 OF BLOCK B ON PLAT OF SAME, RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR KERSHAW COUNTY IN PLAT BOOK 16, AT PAGE 7. SAID LOT FRONTS EASTWARD ON BROOKGREEN COURT A DISTANCE OF SEVENTY FIVE (75') FEET AND EXTENDS BACK WESTWARDLY THEREFROM ON THE NORTHERN BOUNDARY A DISTANCE OF ONE HUNDRED FORTY NINE AND 7/10 (149.7') FEET, AS SHOWN ON A PLAT PREPARED BY A.B. BOYKIN, SURVEYOR, DATED JUNE 20, 1952. SAID LOT IS BOUNDED ON THE NORTH BY LOT #9 OF SAID SUBDIVISION; EAST BY BROOKGREEN COURT (A STREET); SOUTH BY LOT #7; AND WEST BY LOT #16. THIS LOT IS ALSO SHOWN ON INDIVIDUAL PLAT PREPARED BY S. TETTERTON, R.L.S., DATED OCTOBER 18, 1954, AND RECORDED IN THE OFFICE OF CLERK OF COURT FOR KERSHAW COUNTY IN PLAT BOOK 20, AT PAGE 59.

THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN THE OFFICE OF CLERK OF COURT FOR KERSHAW COUNTY IN BOOK DV, AT PAGE 193.

AND BEING THE SAME PREMISES CONVEYED TO CALVIN T. BOWEN, SR. AND ALMA T. BOWEN, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM, BY VIRTUE OF A WARRANTY DEED FROM SIDNEY S. LOCKE, DATED JANUARY 3, 1978, AND RECORDED JANUARY 3, 1978, IN THE COUNTY OF KERSHAW, SOUTH CAROLINA, IN BOOK IJ, PAGE 1811.

C.T.B., Jr
A.T.B., Jr

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Instrument Volume Page
201800005185 OR 3883 207

201800005185
Filed for Record in
KERSHAW COUNTY SC
BILLIE MCLEOD, REGISTER
07-06-2018 At 09:50:56 am.
ASSIGNMENT 8.00
OR Volume 3883 Page 207 - 209

Prepared by, Recording Requested By and Return to:
Charles Brown
Brown & Associates
2316 Southmore
Pasadena, TX 77502
713-941-4928

REDACTED

ASSIGNMENT OF MORTGAGE

FOR AND IN CONSIDERATION of Ten dollars ($10.00) and other value received, the undersigned REVERSE MORTGAGE SOLUTIONS, INC., ITS SUCCESSORS AND ASSIGNS, whose address is 14405 Walters Rd, Ste 200, Houston, TX 77014, does hereby assign, transfer, convey, set over, and deliver to:

SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ITS SUCCESSORS AND ASSIGNS, forever without recourse, whose address is 451 Seventh Street S.W., Washington, DC 20410,
The following described Mortgage
Dated: 8/21/2012
Executed by: ALMA T BOWEN AND CALVIN T BOWEN, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM
Payable to: REVERSE MORTGAGE USA, INC.
Amount of Debt: $102,750.00
Recorded: 9/6/2012
Recording Information: In Book 2981 Page 220 At Document Number 201200006490
Recording Jurisdiction: KERSHAW County Clerk's Office, State of SOUTH CAROLINA.

Property Address: 1131 Brookgreen Court, Camden, SOUTH CAROLINA 29020

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Instrument 201800005185 OR Volume 3883 Page 208

Executed this 6-6-2018.

REVERSE MORTGAGE SOLUTIONS, INC.

6/6/2018

By: MARGARET EVANS
Title: AUTHORIZED SIGNER

Witness:
Printed Name:

Witness:
Printed Name:

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on 6/6/18 by MARGARET EVANS the AUTHORIZED SIGNER of REVERSE MORTGAGE SOLUTIONS, INC., ITS SUCCESSORS AND ASSIGNS, a Delaware Corporation on behalf of said corporation.

Notary Public in and for the State of Texas
Notary's Printed Name:
My Commission Expires:

STACY FISHER
Notary Public, State of Texas
Comm. Expires 09-14-2021
Notary ID 4349921

For $102,750.00 dated 8/21/2012

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Instrument 201800005185 OR Volume 3883 Page 209

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

EXHIBIT "A"

ALL THAT PIECE, PARCEL OR LOT OF LAND, WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE CITY OF CAMDEN, COUNTY OF KERSHAW, STATE OF SOUTH CAROLINA, IN SUBDIVISION KNOWN AS BURNDALE, AND DESIGNATED AS LOT 8 OF BLOCK B ON PLAT OF SAME, RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR KERSHAW COUNTY IN PLAT BOOK 16, AT PAGE 7. SAID LOT FRONTS EASTWARD ON BROOKGREEN COURT A DISTANCE OF SEVENTY FIVE (75') FEET AND EXTENDS BACK WESTWARDLY THEREFROM ON THE NORTHERN BOUNDARY A DISTANCE OF ONE HUNDRED FORTY NINE AND 7/10 (149.7') FEET, AS SHOWN ON A PLAT PREPARED BY A.B. BOYKIN, SURVEYOR, DATED JUNE 20, 1952. SAID LOT IS BOUNDED ON THE NORTH BY LOT #9 OF SAID SUBDIVISION; EAST BY BROOKGREEN COURT (A STREET); SOUTH BY LOT #7; AND WEST BY LOT #16. THIS LOT IS ALSO SHOWN ON INDIVIDUAL PLAT PREPARED BY S. TETTERTON, R.L.S., DATED OCTOBER 18, 1954, AND RECORDED IN THE OFFICE OF CLERK OF COURT FOR KERSHAW COUNTY IN PLAT BOOK 20, AT PAGE 59.

THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN THE OFFICE OF CLERK OF COURT FOR KERSHAW COUNTY IN BOOK DV, AT PAGE 198.

AND BEING THE SAME PREMISES CONVEYED TO CALVIN T. BOWEN, SR. AND ALMA T. BOWEN, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM, BY VIRTUE OF A WARRANTY DEED FROM SIDNEY S. LOCKE, DATED JANUARY 3, 1978, AND RECORDED JANUARY 3, 1978, IN THE COUNTY OF KERSHAW, SOUTH CAROLINA, IN BOOK LJ, PAGE 1811.

C.T.B., Jr.
A.T.B.

BID 452346

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

2025 - 1173
Electronic Filing
From: Simplifile
Thru: ERX

Instrument Book Volume Page
2025 - 1173 OR 5302 151
MTG ASSN

Recording Requested By:
GITSIT SOLUTIONS LLC

When Recorded Mail To:
GITSIT SOLUTIONS LLC
333 SOUTH ANITA DRIVE
ORANGE, CA, 92868

2025 - 1173
Filed for Record in
KERSHAW COUNTY, SC
BILLIE MCLEOD, REGISTER
02/14/2025 09:25:24 AM
MTG ASSN $10.00
Bk OR Vol 5302 Page 151 - 151

REDACTED

CORPORATE ASSIGNMENT OF MORTGAGE

SC/KERSHAW

Assignment Prepared on: February 07, 2025

Assignor: THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT , at 451 7th Street, S.W., Washington, DC, 20410

Assignee: ARTIMUS V, LLC, at 2048 Treasure Coast Plaza Suite A-370, VERO BEACH, FL, 32960

For value received, the Assignor does hereby grant, sell, assign, transfer and convey, unto the above-named Assignee all interest under that certain Mortgage Dated: 8/21/2012, in the amount of $102,750.00, executed by Alma T Bowen and Calvin T Bowen, for and during their joint lives and upon the death of either of them, then to the survivor of them to REVERSE MORTGAGE USA, INC. and Recorded: 9/6/2012, Instrument #: 201200006490, Book: 2931, Page: 220 in the County of KERSHAW, State of South Carolina.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT by its attorney in fact ARTIMUS V, LLC

On: 2-7-2025

By: _____

Name: Jeremy Brantner

Title: Authorized Agent

By: _____ By: _____

Witness: Onel Rabaza Witness: Barbara Perdomo

State of FLORIDA
County of MIAMI-DADE

On 2-7-2025, before me, ESLOAN SOTOLONGO, a Notary Public in and for MIAMI-DADE County in the State of FLORIDA, personally appeared Jeremy Brantner, Authorized Agent, THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT by its attorney in fact ARTIMUS V, LLC , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me by means of _X_ physical presence or ____ online notarization, that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

ESLOAN SOTOLONGO
Notary Expires: 6/13/2028 / #: HH538718

ESLOAN SOTOLONGO
Notary Public - State of Florida
Commission # HH 538718
My Comm. Expires Jun 13, 2028
Bonded through National Notary Assn.

2025 - 1173
Simplifile

ELECTRONICALLY FILED - 2025 Apr 21 5:05 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

2025 - 1174
Electronic Filing
From: Simplifile
Thru: ERX

Instrument	Book	Volume	Page
2025 - 1174	OR	5302	152
MTG ASSN			

Recording Requested By:
GITSIT SOLUTIONS LLC

When Recorded Mail To:
GITSIT SOLUTIONS LLC
333 SOUTH ANITA DRIVE
ORANGE, CA. 92868

2025 - 1174
Filed for Record in
KERSHAW COUNTY, SC
BILLIE MCLEOD, REGISTER
02/14/2025 09:25:24 AM
MTG ASSN $10.00
Bk OR Vol 5302 Page 152 - 152

REDACTED

CORPORATE ASSIGNMENT OF MORTGAGE

SC/KERSHAW

Assignment Prepared on: February 07, 2025

Assignor: ARTIMUS V, LLC, at 2048 Treasure Coast Plaza Suite A-370, VERO BEACH, FL, 32960

Assignee: GITSIT SOLUTIONS, LLC, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS SEPARATE TRUSTEE OF GITSIT MORTGAGE LOAN TRUST BBPLC1, at 333 SOUTH ANITA DRIVE, SUITE 400, orange, CA, 92868

For value received, the Assignor does hereby grant, sell, assign, transfer and convey, unto the above-named Assignee all interest under that certain Mortgage Dated: 8/21/2012, in the amount of $102,750.00, executed by Alma T Bowen and Calvin T Bowen, for and during their joint lives and upon the death of either of them, then to the survivor of them to REVERSE MORTGAGE USA, INC. and Recorded: 9/6/2012, Instrument #: 201200006490, Book: 2981, Page: 220 in the County of KERSHAW, State of South Carolina.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

ARTIMUS V, LLC

On: 2-7-2025

By: _____

Name: Jeremy Brantner
Title: Authorized Agent

By: _____ By: _____

Witness: Orel Rabaza Witness: Barbara Perdomo

State of FLORIDA
County of MIAMI-DADE

On 2-7-2025, before me, ESLOAN SOTOLONGO, a Notary Public in and for MIAMI-DADE County in the State of FLORIDA, personally appeared Jeremy Brantner, Authorized Agent, ARTIMUS V, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me by means of _X_ physical presence or ____ online notarization, that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
ESLOAN SOTOLONGO
Notary Expires: 6/13/2028 / #: HH538718

ESLOAN SOTOLONGO
Notary Public - State of Florida
Commission # HH 538718
My Comm. Expires Jun 13, 2028
Bonded through National Notary Assn.

2025 - 1174
Simplifile

TRANSCRIPT MATERIALS

Record Of Hearing

Notice Regarding Absence of Transcript

ELECTRONICALLY FILED - 2025 Oct 10 11:33 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF KERSHAW C/A NO.: 2025-CP-28-00383

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1,

Plaintiff,

vs.

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS,

Defendants.

RECORD OF HEARING

(Non-Jury)

(File No. 4051.00325)

Pursuant to the Order of Reference granted in the above titled case, a reference hearing was held on October 8, 2025 at 11:00 a.m., before The Honorable William B. Cox, Jr., as Master in Equity for Kershaw County.

ELECTRONICALLY FILED - 2025 Oct 10 11:33 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Plaintiff is represented by Riley Pope & Laney, LLC. The following Defendant(s)/ Person(s) appeared at the hearing: _Noone_____.

According to the Plaintiff's Affidavit of Debt, the Note and Mortgage are in default.

The original Lis Pendens was filed on April 21, 2025.

Affidavits, Acceptance of Services, or Order of Publication are filed herein and show that service of the Summons and Complaint was properly made upon all Defendants.

Pursuant to Rule 55(a), SCRCP, a Notice of Default showing the Defendants Ronald J. Bowen, Bank of America, N.A., Ascension Point Recovery Services, LLC, Safe Federal Credit Union, Kershaw County EMS, and Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr. are in default; and an Affidavit showing that no individual Defendants in default are in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act, 50 U.S.C. §3901 et seq. were or will be filed herein.

Plaintiff's attorney called the Court's attention to the documents below which were previously filed as Exhibits to the Complaint or subsequent pleadings, herein:

a. Promissory Note
b. Mortgage and Assignment(s)

Plaintiff's attorney presented copies of the following additional Exhibits, which were admitted into evidence along with the previously filed exhibits:

a. Affidavit of Debt
b. Affidavit of Attorney Fees

Plaintiff established the total debt amount secured by the Note and Mortgage is $130,184.45. Plaintiff established that the Note is in default because the borrower is deceased, and the home is not the principal residence of any surviving borrower. Plaintiff is seeking the usual foreclosure of the first mortgage and has in the Complaint (or subsequently thereto in writing) waived the right to a personal or deficiency judgment.

Plaintiff asks that the Mortgage be foreclosed, that the property be sold at public auction in accordance with law, and that the sale be made subject to taxes and assessments, existing easements or restrictions, and any other senior encumbrances.

RILEY POPE & LANEY, LLC

s/ Jamie Anna Weller
Jamie Anna Weller SC Bar #105548

2838 Devine Street
Columbia, South Carolina 29205

Attorneys for Plaintiff

Camden, South Carolina

October 8, 2025 at 11:00 a.m.

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

Appellate Case No.: 2025-002267

Appeal From the Court of Common Pleas

Kershaw County

Judge William Cox, Jr., Master-in-Equity

Case No.: 2025-CP-28-00383

Ex Parte: Laura Bowen, Appellant,

In re:

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLC1,
Respondent, v.

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J.Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their Heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; AscensionPoint Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendants.

NOTICE REGARDING ABSENCE OF TRANSCRIPT
AND STATEMENT FOR INCLUSION IN RECORD ON APPEAL
(Rules 207 & 210(c), SCACR)

NOTICE REGARDING ABSENCE OF TRANSCRIPT
AND STATEMENT FOR INCLUSION IN RECORD ON APPEAL
(Rules 207 & 210(c), SCACR)

Appellant, Laura Bowen, pro se, respectfully advises the Court of the status of the transcript in this matter, in response to the Court's correspondence and for purposes of clarifying the Record on Appeal.

The proceeding giving rise to this appeal occurred on October 8, 2025, before the Master-in-Equity for Kershaw County. No transcript was ordered because transcripts are not produced for proceedings before the Master-in-Equity.

Accordingly, the transcript-ordering provisions of Rule 207, SCACR, were not triggered, as no transcript was capable of being ordered.

Staff of the Master-in-Equity's office also confirmed that the matter was handled as an affidavit hearing so there is no type of recording/ record other than that the hearing time took place.

This statement is submitted to be included as part of the Record on Appeal pursuant to Rule 210(c), SCACR, to explain the absence of a transcript. The Record on Appeal is therefore prepared based upon the pleadings, orders, affidavits, exhibits, and other materials presented to the lower court.

Respectfully submitted December 16, 2025,

Laura Bowen
Appellant Pro Se
1262 Wood Duck Road
Camden, SC 29020
803-427-2994
Bowenlab78@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing Notice Regarding Absence of Transcript, Rule 210(d) Statement, and the Rule 210(d) Statement in Lieu of Transcript, upon all counsel of record and the South Carolina Office of Court Administration by electronic service via email and/or U.S. Mail :

South Carolina Office of Court Administration

1220 Senate Street, Suite 200
Columbia, SC 29201

Counsel of Record:

Heidi B. Carey, Esq.

T. Lowndes Pope, Esq.

Jamie Anna Weller, Esq.

Submitted December 16, 2025,

Laura Bowen
Appellant Pro Se
1262 Wood Duck Road
Camden, SC 29020
803-427-2994
Bowenlab78@gmail.com

OTHER MATERIAL FILINGS

Supplemental Filing Rule 60(b)(4)

Designation of Matter

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCPI, Plaintiff, vs.

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin Theodore Bowen, Sr.; et al., Defendants.

SUPPLEMENTAL FILING
Rule 60(b)(4), South Carolina Rules of Civil Procedure — Void Judgment
Property: 1131 Brookgreen Court, Camden SC 29020

TMS: No.: C285-06000-065

The attached documents are submitted in support of the pending Motion to Vacate Foreclosure Judgment and Sale under Rule 60(b)(4), South Carolina Rules of Civil Procedure — Void Judgment

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This supplemental filing provides a concise reference index to the exhibits and public records already filed with the Court, including:

- the 2012 Reverse Mortgage (Book 2981 Page 220),
- the 2025 Satisfaction of Mortgage (Book 5302 Page 153), and
- the 2022-2024 Probate filings in Case No. 2022ES2800022.

This filing does not include new copies of those materials and is submitted to aid the Court in cross-referencing previously submitted records already on file and to emphasize the jurisdictional defects rendering the foreclosure judgment void.

SUPPLEMENTAL FILING IN SUPPORT OF RULE MOTION

Case No.: 2025-CP-28-00383

Property: 1 131 Brookgreen Court, Camden, South Carolina
TMS No.: C285-06-oo-065

Movant respectfully submits this Supplemental Response to address the Plaintiff's October 31, 2025 opposition. Plaintiffs response rests on four premises:

I .Lack of standing

Response: Standing is no barrier to a Rule 60(b)(4) motion: any person whose interests are affected by a void judgment may seek relief. Allstate v. Wilson, 349 S.C. 362 (2002).

2. Alleged finality of judgment

Response: The satisfaction of mortgage recorded in KC ROD Book 5302 Pages 151-153 extinguished the lien before the foreclosure complaint was filed, leaving the Court without subject-matter jurisdiction to enter a judgment of foreclosure. Cunningham v. Brown, 349 S.C. 376 (2002); Roche v. Young Bros., 318 S.C. 207 (1995).

3. The validity of the foreclosure lien

Response: Rule 60(b)(4) relief is mandatory and not subject to equitable balancing or finality doctrines; a void judgment is a legal nullity and may be set aside at any time. McDaniel v. S.C. Dept. of Public safety, 398 S.C. 469 (2012).

4. The Court's prior evidentiary limitation

Response: Movant does not offer "new evidence" contrary to the Court's October 8 directive but rather submits certified public records and legal authorities necessary to confirm the Court's jurisdictional limits. The record is therefore complete and ready for ruling on the merits of the pending motion.

Legal Argument Under Rule 60(b)(4), SCRCP

The Movant respectfully submits that the foreclosure judgment of October 8, 2025 is void ab initio pursuant to Rule 60(b)(4), SCRCP, because the Court lacked both subject-matter jurisdiction and personal jurisdiction at the time the action was commenced and adjudicated.

A. Lack of Subject-Matter Jurisdiction.

The subject matter of a foreclosure action is the enforcement of a valid, subsisting debt secured by a lien. Here, the HUD-insured reverse mortgage recorded in Book 2981 Page 22() was fully satisfied and released on February 14, 2025 (KC ROD Book 5302 Page 153), two months before the foreclosure complaint was filed. Because the lien had been extinguished, no enforceable debt or security interest existed. Without an active mortgage lien, the Court lacked subject-matter jurisdiction to entertain or grant foreclosure relief.

A judgment entered in the absence of an enforceable obligation is void as a matter of law. see Roche v. Young Bros. of Florence, Inc., 318 S.C. 207, 456 S.E.2d 897 (1995) (a judgement rendered by a court without subject-matter jurisdiction is void ab initio and may be attacked at any time); Cunningham v. Brown, 349 S.C. 376, 563 S.E.2d 648 (2002) (foreclosure proceedings must be based on an existing and enforceable debt).

B. Lack of Personal Jurisdiction.

The record further reflects that the Estate of Calvin T. Bowen Sr. (Case No. 2022ES2800022) was stricken and closed on September 19, 2024, several months prior to the filing of the foreclosure complaint. At that time, no personal representative existed upon whom process could be served. A lawsuit filed against a non-existent or legally defunct estate cannot confer personal jurisdiction upon the Court. Because the named defendant estate did not exist when the action was initiated, all subsequent proceedings are a nullity.

A judgment entered against a non-existent or legally defunct entity is a nullity and void. See BB&T v. Taylor, 369 S.C. 548, 633 S.E.2d 501 (Ct. App. 2006) (personal jurisdiction cannot exist over a non-existent party); see also Rule 17, SCRCP (requiring that an action be prosecuted in the name of an existing real party in interest).

In summary, because the Court lacked both subject-matter and personal jurisdiction, the foreclosure judgment is void ab initio and must be vacated pursuant to Rule 60(b)(4), SCRCP, which mandates relief from a void judgment as a matter of law.

Respectfully submitted this 3 day of November, 2025.

Laura Bowen, Pro Se
Interested Party/Family Descendant
Email: Bowenlab78@gmail.com
Phone: 803-427-2994

Evidence Summary Exhibit Index

This Evidence Summary Exhibit Index is submitted by the Movant, Laura Bowen, as a formal response to the Plaintiffs October 31, 2025 Opposition, in compliance with the Court's ten-day order under Rule 60(b). It is intended to assist the Court by cross referencing the public records already on file that establish the foreclosure judgment is void for lack of subject-matter jurisdiction and a proper defendant. These materials confirm that the HUD-insured reverse mortgage recorded in Book 2981 Page 220 was satisfied and released prior to filing, and that the Estate of Calvin T. Bowen Sr. was closed with no personal representative in existence, rendering the foreclosure action a nullity.

Exhibit	Description	Record Reference	Key Legal Effect
A	Reverse Mortgage (HUD-insured loan executed by Calvin & Alma Bowen	Book 2981, Page 220 (2012)	Establishes original mortgage and property chain; identifies loan as HUD-backed.
B	Warranty Deed from Sidney S. Locke to Calvin & Alma Bowen	Book IJ, Page 1811 (1978)	Shows fee simple ownership and survivorship rights vested in Calvin Sr. upon Alma's death.
C	Satisfaction of Mortgage — HUD via Artimus V LLC	Book 5302, Page 153 (Feb 14, 2025)	Fully releases HUD lien prior to foreclosure; extinguishes debt and lien; foreclosure void for lack of debt.
D	Probate Court File — Appointment of PR Calvin Bowen Jr.	Case 2022ES2800022 Jan 12, 2022	Establishes initial estate appointment; later struck.
E	Obituary, Fiduciary Letters, Information to Heirs, Proof of Delivery	Case 2022ES2800022 Jan 2022	Confirms heirs (Calvin Jr. and Ronald Bowen); proves probate notice and appointment filings.
F	Order Striking Case — Probate Court (Judge Debra Branham)	Case 2022ES2800022 (Sept 19, 2024)	Estate closed before Foreclosure filing; no active PR or estate -- foreclosure filed against nonexistent party.

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FILED FOR RECORD

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM Kershaw County
Court of Common Pleas

2025 NOV 18 A

GINGER N. FARMER
CLERK or COURT
KERSHAW
COUNTY. SC

Judge William Cox, Jr., Master-in-Equity

Case No.: 2025-CP-28-00383

Appellate Case No.: 2025-002267

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate

Trustee of GITSIT Mortgage Loan Trust BBPLCPI

Plaintiff/Respondent,

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin

T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs,

Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of

America, being a class designated as John Doe; and any unknovm minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC;

Bank ofAmerica, N.A.; Safe Federal Credit Union; and Kershaw County EMS, and

Laura Bowen,

Defendant/Appellant.

DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL

Pursuant to Rule 210, South Carolina Appellate Court Rules (SCACR), Appellant Laura Bowen hereby designates the following pleadings, orders, motions, affidavits, notices, and documents filed in the lower court (Kershaw County, Case No. 2025-CP-28-00383) to be included in the Record on Appeal.

1. Summons & Complaint (Filed 04/21/2025)
2. Lis Pendens (Filed 04/21/2025)
3. Affidavit of Non-Military Service
4. Service/Affidavit of Service on Ronald J. Bowen
5. Service/Affidavit of Service on Bank of America
6. Service/Affdavit of Service on Ascension Point Recovery Services
7. Service/Affidavit of Service on Safe Federal Credit Union
8. Service/Affidavit of Service on Kershaw County EMS
9. Service/Affidavit of Service on Calvin Theodore Bowen Jr.
10. Service/Affidavit of Non-Service re: Calvin Theodore Bowen Sr.
11. Notice of Hearing and Motion
12. Order/Referenced to Master or Special Referee
13. Proposed Order/Referenced to Master or Special Referee
14. Notice of Hearing and Motion (Filed 07/10/2025)
15. Affidavit of Attorney
16. Notice of Appearance — Richard Roe

17. Master/Exhibit — Affidavit of Debt (Filed 10/06/2025)

18. Master/Exhibit — Affidavit of Attorney (Filed 10/06/2025)

19. Proposed Master/Order — Foreclosure

20. Master/Order — Foreclosure & Sale (Filed 10/10/2025)

21. Master/Order — Notice of Foreclosure Sale (Filed 1 0/10/2025)

22. Record of Hearing (Filed 10/10/2025)

23. Service/Certificate of Service filings (all)

24. Master/Order — Other (Filed 11/05/2025)

25. Master/Order — Rule 60(b)(4) Decision (Filed 11/05/2025)

26. Memo in Opposition (Filed 10/31/2025)

27. Supplemental Filing by Appellant (Filed 11/03/2025)

28. Certificate of Service — Laura Bowen

29. Affidavit/Affidavit of Costs — Laura Bowen

30. Motion/Stay — Laura Bowen (Filed 10/30/2025)

31. HUD Satisfaction (2025) — Filed by Appellant

32. Reverse Mortgage (2012) Book 2981 Page 220

33. Reverse Mortgage (2012) Book 2981 Page 233

34. All published Affidavits/Notices of Publication (Filed May—June 2025)

35. All Orders/Appointments relating to Guardian ad Litem

36. All Notices of Appearance

37. Appellant's Rule 60(b)(4) Motion

38. All exhibits attached to Appellant filings

39. Notice of Appeal (Filed November 11, 2025)

40. Any and all additional pleadings, orders, or filings relevant to jurisdiction, standing, service, mortgage chain, or foreclosure procedure

41. Motion 59(e) (document to be provided by appellate with signature from Clerk of Court staff denying acceptance of defendant's motion).

Appellant also notifies the Court that, pursuant to Rule 207(a)(3), SCACR, a request has been submitted to Kershaw County Master-in-Equity Court for preparation of a transcript for the hearing held on October 8, 2025 in the matter of GITSIT Solutions, LLC v. Bowen et al., Case

No. 2025-CP-28-00383.

Respectfully submitted this / g day of November 2025,

Laura Bowen, Pro Se
Defendant/Family Descendant
1262 Wood Duck Rd
Camden, SC 29020
Email: BowenIab78@gmail.com
Phone: 803-427-2994

NOTICES AND PROCEDURAL FILINGS

Notice Of Default

Notice Of Hearing

Notice Of appeal

Notice of Sale November 2025

Notice of Sale December 2025

Notice of Sale January 2025

ELECTRONICALLY FILED - 2025 Jul 17 2:25 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1,

Plaintiff, vs.

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen,

Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS,

Defendants.

(File No. 4051.00325)

IN THE COURT OF COMMON PLEAS
C/A NO.: 2025-CP-28-00383

NOTICE OF DEFAULT

(Non-Jury)
Foreclosure of Real Estate Mortgage

ELECTRONICALLY FILED - 2025 Jul 17 2:25 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

The Defendants herein named were duly served with the Summons and Complaint as required by Rule 4 SCRCP, as evidenced by the Affidavits of Service filed herein;

That more than thirty (30) days, exclusive of the day of service, has elapsed since the service aforesaid, and no Answer, Notice of Appearance or other responsive pleading has been received by or served upon the Plaintiff or its attorneys by or on behalf of Defendants Ronald J. Bowen, Bank of America, N.A., Ascension Point Recovery Services, LLC, Safe Federal Credit Union, Kershaw County EMS, and Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; and

That Defendants Ronald J. Bowen, Bank of America, N.A., Ascension Point Recovery Services, LLC, Safe Federal Credit Union, Kershaw County EMS, and Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr. are now in default under Rules 6 and 55, SCRCP.

Kelley Y. Woody, Esquire, as Guardian ad Litem for all unknown minors and persons under a disability, constituted as a class designated as "Richard Roe", and as Attorney for all unknown persons and persons who may be in the military service of the United States of America, constituted as a class designated as "John Doe", filed an answer and is not in default.

RILEY POPE & LANEY, LLC

s/ T. Lowndes Pope
T. Lowndes Pope, SC Bar #66507

2838 Devine Street
Columbia, South Carolina 29205

(803) 799-9993
Attorneys for Plaintiff

July 17, 2025 --- PAGE BREAK ---

ELECTRONICALLY FILED - 2025 Sep 10 7:19 PM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

IN THE COURT OF COMMON PLEAS

C/A NO.: 2025-CP-28-00383

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1,

Plaintiff, vs.

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendant(s).

NOTICE OF HEARING

(File No. 4051.00325)

A foreclosure hearing has been scheduled in the above-referenced matter for **October 8, 2025 at 11:00 a.m.** before The Honorable William B. Cox, Jr., Master in Equity for Kershaw County, Savage, Royall & Sheheen, LLP, 1111 Church Street, Camden, South Carolina for the purpose of taking testimony, findings of facts and conclusions of law and to enter final judgment therein without further order of the court. You are invited to attend.

Pursuant to S.C. Code Ann. § 14-11-110 (as amended) and/or applicable case law, the Plaintiff's attorney intends to submit written testimony on behalf of the Plaintiff at the hearing on Plaintiff's behalf.

As a result of the hearing, a foreclosure sale could be ordered as soon as allowed by law after the foreclosure hearing.

RILEY POPE & LANEY, LLC

s/ T. Lowndes Pope
T. Lowndes Pope, SC Bar #66507

2838 Devine Street
Columbia, South Carolina 29205

(803) 799-9993
Attorneys for Plaintiff

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, EXCEPT AS STATED BELOW IN THE INSTANCE OF BANKRUPTCY PROTECTION.

IF YOU ARE UNDER THE PROTECTION OF THE BANKRUPTCY COURT OR HAVE BEEN DISCHARGED AS A RESULT OF A BANKRUPTCY PROCEEDING, THIS NOTICE IS GIVEN TO YOU PURSUANT TO STATUTORY REQUIREMENT AND FOR INFORMATIONAL PURPOSES AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

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STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF KERSHAW

C/A NO.: 2025-CP-28-00383

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1,

Plaintiff, vs.

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, Defendants.

CERTIFICATE OF MAILING

(File No. 4051.00325)

I, hereby certify that on September 10, 2025, the foregoing Notice of Hearing was served via U.S. mail, postage prepaid, and/or via Electronic mail (email), upon the Defendants herein as indicated below:

Ronald J. Bowen

229 Hass Lucas Road

Gaston, SC 29053

Bank of America, N.A.

800 Samoset Drive

Newark, DE 19713

Ascension Point Recovery Services, LLC
c/o Corporation Service Company

508 Meeting Street

West Columbia, SC 29169

Safe Federal Credit Union

160 W. Wesmark Blvd

Sumter, SC 29150

Kershaw County EMS

515 Walnut Street

Camden, SC 29020

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.

2505 Taylor Rd

Cayce, SC 29033

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s/ T. Lowndes Pope
T. Lowndes Pope, SC Bar #66507

RILEY POPE & LANEY, LLC
Attorneys for Plaintiff

SECTION V – NOTICES AND PROCEDURAL FILINGS

FILED FOR RECORD

NOTICE OF APPEAL IN A CIVIL CASE 2025 NOV 10 PM 2: 2)

GINGER M. FARMER
CLERK OF COURT
KERSHAW COUNTY, SC

THE STATE OF SOUTH CAROLINA

In the Court of Appeals
APPEAL FROM KERSHAW COUNTY
Court of Common Plcas
Judge William B. Cox Jr., Master-in-Equity
Case No.: 2025-CP08-00383

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCPI,
Plainti

ff, vs.

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin Theodore Bowen, Sr.; et aL, Defendants.

NOTICE OF APPEAL

PLEASE TAKE NOTICE that the Appellant, Laura Bowen, hereby appeals to the South Carolina Court of Appeals from the Order of the Honorable William B. Cox Jr., Kershaw County Master-in-Equity, entered on November 5, 2025, denying Appellant's Rule 60(b)(4) Motion to Vacate and all related relief in the above-referenced case.

Appellant received written notice of entry of this order on November 5, 2025.

Respectfully submitted this 10th day

Laura Bowen, Pro Se
Interested Party/Family Descendant
Email: Bowenlab78@gmail.com
Phone: 803-427-2994

Respectfully submitted this ofNO_uAUc, 2025.

FL-ED FOR RECORD

1 0 PH 2: 27

GINGER M. FARMER
CLERK OF COURT
KERSHAW COUNTY, SC

THE STATE OF SOUTH CAROLINA
In the Court of Appeals
APPEAL FROM KERSHAW COUNTY
Court of Common Pleas
Judge William B. Cox Jr., Master-in-Equity
Case No.: 2025-CP-28-00383

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCPI ,
Plaint,

vs.

Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin Theodore Bowen, Sr.; et al.,

MOTION TO STAY PENDING APPEAL

Laura Bowen ("Appellant"), appearing pro se, respectfully moves this Honorable Court pursuant to Rule 241 , South Carolina Appellate Court Rules, for an order staying enforcement of the judgment and any foreclosure sale, eviction, or transfer of the subject property located at 1131 Brookgreen Court, Camden, South Carolina, pending resolution of this appeal.

Appellant has filed a timely Notice of Appeal from the Order of the Kershaw County Master-inEquity entered on November 5, 2025, denying Appellant's Rule 60(b)(4) Motion to Vacate. Appellant now requests that this Court issue a stay to preserve the status quo and prevent irreparable harm while the appeal is under consideration.

WHEREFORE, Appellant respectfully requests that this Court grant an immediate stay of enforcement, sale, or transfer of the property pending the outcome of this appeal, and for such other and further relief as this Court deems just and proper.

Respectfully submitted this 10th day of November

Laura Bowen, Pro Se

2025.

Interested Party/Family Descendant

Email: Bowenlab78@gmaiI.com
Phone: 803-427-2994

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

NOTICE OF SALE

2025-CP-28-00383

BY VIRTUE of a decree heretofore granted in the case of: GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as separate Trustee of GITSIT Mortgage Loan Trust BBPLCP1 against Calvin Theodore Bowen, Jr., individually and as Personal Representative of the Estate of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr.; Ronald J. Bowen, and any other Heirs-at-Law or Devisees of Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; Ascension Point Recovery Services, LLC; Bank of America, N.A.; Safe Federal Credit Union; and Kershaw County EMS, I, the undersigned Master in Equity for Kershaw County, will sell on November 3, 2025, at 12:00 p.m., or on another date, thereafter as approved by the Court, at the County Courthouse in Camden, South Carolina, to the highest bidder, the following described property, to-wit:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Camden, County of Kershaw, State of South Carolina, in subdivision known as Burndale, and designated as Lot 8 of Block B on plat of same, recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 16, at Page 7. Said lot fronts eastward on Brookgreen Court a distance of seventy five (75') feet and extends back westwardly therefrom on the northern boundary a distance of One Hundred Fifty One and 5/10 (151.5') feet, on the western boundary line a distance of Seventy-Five (75') feet, and on the southern boundary a distance of One Hundred Forty Nine and 7/10 (147.7') feet; , as shown on a plat prepared by A.B. Boykin, surveyor, dated June 20, 1952. Said lot is bounded on the north by Lot #9 of said subdivision; east by Brookgreen Court (a street); south by Lot #7; and west by Lot #16. This lot is also shown on individual plat prepared by S. Tetterton, R.L.S., dated October 18, 1954, and recorded in the Office of Clerk of Court for Kershaw County in Plat Book 20, at Page 59.

This is the same property conveyed to Calvin T. Bowen, Sr. and Alma T. Bowen by Deed of Sidney S. Locke, dated January 3, 1978, recorded January 3, 1978 in Deed Book IJ at page 1811 in the Office of the Register of Deeds for Kershaw County; thereafter, Alma T. Bowen passed on September 12, 2019, leaving the Property Calvin T. Bowen, Sr. by right of survivorship deed; thereafter, Calvin T. Bowen, Sr. a/k/a Calvin Theodore Bowen. Sr. died intestate on November 19, 2021, leaving the Property to his heirs at law, namely, Calvin Theodore Bowen, Jr. and Ronald J. Bowen, as is more fully preserved in the Probate Records for Kershaw County, in Case No.: 2022ES-28-00022

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TMS No. C285-06-00-065
Property Address: 1131 Brookgreen Court, Camden, SC 29020

TERMS OF SALE: The successful bidder, other than the plaintiff, will deposit with the Master in Equity at conclusion of the bidding, five per cent (5%) of said bid, by certified funds, cashier's check, or money order, as evidence of good faith, same to be applied to purchase price in case of compliance, but to be forfeited and applied first to costs and then to plaintiff's debt in the case of noncompliance. Should the successful bidder fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within thirty (30) days, then the Master in Equity may resell the property on the same terms and conditions (at the risk of the said defaulting bidder). Should the Plaintiff, or one of its representatives, fail to be present at the time of sale, the property is automatically withdrawn from said sale and sold at the next available sales day upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or any Supplemental Order. The successful bidder will be required to pay for documentary stamps on the Deed and interest on the balance of the bid from the date of sale to the date of compliance with the bid at the rate of 5.0600%.

THIS SALE IS SUBJECT TO ASSESSMENTS, COUNTY TAXES, EXISTING EASEMENTS, EASEMENTS AND RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

No personal or deficiency judgment being demanded, the bidding will conclude at the fall of the gavel on the date of the sale. Compliance with the bid may be made immediately.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search well before the foreclosure sale date.

RILEY POPE & LANEY, LLC

Post Office Box 11412

Columbia, SC 29211

(803) 799-9993

Attorneys for Plaintiff

SIGNATURE PAGE TO FOLLOW

ELECTRONICALLY FILED - 2025 Oct 10 10:09 AM - KERSHAW - COMMON PLEAS - CASE#2025CP2800383

Kershaw Common Pleas

Case Caption:	Gitsit Solutions Llc , plaintiff, et al VS Calvin Theodore Bowen Jr , defendant, et al
Case Number:	2025CP2800383
Type:	Master/Order/Notice of Foreclosure Sale

So Ordered

s/William B. Cox, Jr.